

## **MEMORANDUM OF AGREEMENT**

Agreement made this 10th day of April, 2025 by and between the Teamsters Local 97 (“Teamsters”) and Rutgers, The State University of New Jersey (“Rutgers”) collectively referred to as “Parties”);

WHEREAS, Teamsters and Rutgers are parties to a collective negotiations agreement covering the period July 1, 2018 to June 30, 2022 (“2018-2022 CNA”); and

WHEREAS, Teamsters and Rutgers entered into a Memorandum of Agreement related to the extension of the 2018-2022 CNA on or about September 9, 2021 extending the contract through July 1, 2024 (2021 MOA); 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 Teamsters membership and approval by Rutgers; and

WHEREAS, the negotiating committees for Teamsters 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 changing dates in the agreement (see attached).
2. The Parties have a tentative agreement on correcting typographical and non-substantive errors (see attached).

3. The Parties have a tentative agreement on meeting and discussing Dental Assistants (see attached).
4. The Parties have a tentative agreement on the Recognition Clause (see attached).
5. The Parties have a tentative agreement on Article 2 – Fair Treatment, Section B. Regular Part-time Staff (see attached).
6. The Parties have a tentative agreement on Article 2 – Fair Treatment, Section D. Temporary Part-time and Per Diem Employees (see attached).
7. The Parties have a tentative agreement on Article 3 – Personnel Practices (see attached).
8. The Parties have a tentative agreement on Article 4 – Grievance Procedure (see attached).
9. The Parties have a tentative agreement on Article 6 – Administration of Agreement (see attached).
10. The Parties have a tentative agreement on Article 7 – Wages (see attached).
11. The Parties have a tentative agreement on Article 8 – Hours of Work and Overtime (see attached).
12. The Parties have a tentative agreement on Article 9 – Holidays (see attached).
13. The Parties have a tentative agreement on Article 10 – Vacations (see attached).
14. The Parties have a tentative agreement on Article 11 – Seniority and Transfers (see attached).
15. The Parties have a tentative agreement on Article 12 – Staff Benefits (see attached).
16. The Parties have a tentative agreement on Article 15 – Leaves of Absence (see attached).
17. The Parties have a tentative agreement on Article 23 – Terms of Agreement, Successor Agreement and Negotiations Procedures (see attached).

This Memorandum of Agreement represents the entire agreement of the parties in connection with their negotiations. Any and all proposals and counter-proposals not contained herein are deemed withdrawn, void and without further effect. The Union agrees to withdraw with prejudice all outstanding information requests relating to negotiations for a successor agreement, if any. All other articles from the 2018-2022 CNA and 2021 MOA 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 Teamsters negotiations unit employed by Rutgers.

**FOR TEAMSTERS LOCAL 97**

Signed by:

*Maria S. Perez*

A4646BBF78FB461...

**MARIA S. PEREZ**

**PRESIDENT/PRINCIPAL OFFICER**

Signed by:

*Amy Lewis*

24061E3D45374DD...

**AMY LEWIS**

**VICE PRESIDENT**

Signed by:

*Eduardo Herrera*

C3D4C60D1BDC4B3...

**EDUARDO HERRERA**

**BUSINESS AGENT/TRUSTEE**

Signed by:

*Russell Crews*

03F03A39A7941AC...

**RUSSELL CREWS**

**BUSINESS AGENT/TRUSTEE**

**FOR RUTGERS UNIVERSITY**

Signed by:

*David A. Cohen*

46BA4B8877DB4B1...

**DAVID A. COHEN**

**VICE PRESIDENT FOR UNIVERSITY**

**LABOR RELATIONS AND SPECIAL**

**COUNSEL FOR LABOR AFFAIRS**

**SPECIAL COUNSEL TO THE**

**PRESIDENT**

# TENTATIVE AGREEMENT

Change all dates to be consistent with the agreed upon term.

## On behalf of Teamsters

Signed by:

Maria S. Perez

Dated: 04/17/2025

Signed by:

Amy Lewis

Dated: 04/17/2025

Signed by:

Eduardo Herrera

Dated: 04/17/2025

Signed by:

Russell Crews

Dated: 04/17/2025

## On behalf of Rutgers

Signed by:

[Signature]

Dated: 04/17/2025

Dated:

Dated:

## TENTATIVE AGREEMENT

Counsel for the parties shall review the final collective negotiations agreement to correct typographical and non-substantive errors.

### On behalf of Teamsters

Signed by:

Maria S. Perez

A4645D8E78FE467

Dated: 04/17/2025

Signed by:

Amy Lewis

246BF5B43574DD

Dated: 04/17/2025

Signed by:

Eduardo Herrera

C5D4C8001BDE4B3

Dated: 04/17/2025

Signed by:

Russell Crews

83F89A59A7914AC

Dated: 04/17/2025

### On behalf of Rutgers

Signed by:

[Signature]

16BA1B6977D3431

Dated: 04/17/2025

Dated:

Dated:

## TENTATIVE AGREEMENT

The Union and the University (including representatives of Labor Relations and Compensation Services) shall meet within 45 calendar days of contract ratification by the Union to review and discuss compensation for Dental Assistants and the distinction between and application of the RDA and CDA certifications.

### On behalf of Teamsters

Signed by:

*Maria S. Perez*

A4045DBF7387B481

Dated: 04/17/2025

Signed by:

*Amy Lewis*

246BF5E8435740D7

Dated: 04/17/2025

Signed by:

*Eduardo Herrera*

C5D4CB9D19D54B3

Dated: 04/17/2025

Signed by:

*Russell Crews*

83F89A59A7944AC

04/17/2025

### On behalf of Rutgers

Signed by:

*[Signature]*

16BA1B8347D5431

Dated: 04/17/2025

Dated:

Dated:

# TENTATIVE AGREEMENT

## Recognition

Rutgers, the State University of New Jersey hereby recognizes Local 97 of the International Brotherhood of Teamsters as the exclusive representative for the purpose of collective negotiations for all terms and conditions of employment in a unit of staff employed by the University at all locations as set forth in Paragraph (A) hereof.

### A. The staff included are:

1. Licensed Practical Nurses\*
2. Clerical Staff\*
3. Health Care and Services Staff\*
4. Operations, Maintenance and Service Staff\*
5. Regular, Part-time staff in the above categories who regularly work a minimum of 20 hours per week.
6. Temporary full-time staff in categories 1 through 4 above who have been continuously employed by the University for a period of six months or longer.

\* As set forth in the list of included titles

### 7. **Per Diem Employees in categories 1 through 4**

### B. The staff excluded are:

1. Managerial Executives
2. Professional Staff
3. Registered Nurses
4. Confidential Staff
5. Craft Staff, Trade Helper and/or apprentices
6. Supervisors
7. Security Officers and University Police Officers
8. All other staff

TENTATIVE AGREEMENT

On behalf of Teamsters

Signed by:

Maria S. Perez

A4645DBF78FB481

Dated: 04/17/2025

Signed by:

Amy Lewis

246BF55D42574DD5

Dated: 04/17/2025

Signed by:

Eduardo Herrera

C5D4CB0D1BDE4B3

Dated: 04/17/2025

Signed by:

Russell Crews

83F89A50A7944AC

04/17/2025

On behalf of Rutgers

Signed by:

[Signature]

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Dated: 04/17/2025

Dated:

Dated:

# TENTATIVE AGREEMENT

## Article 2 – Fair Treatment

### B. Regular Part-time Staff

The inclusion of part-time staff who are regularly scheduled to work twenty (20) or more hours per week **but less than the full-time equivalent for the position** within the bargaining unit and under this Agreement shall not be construed to alter or expand the eligibility of part-time staff for coverage by any State program relating to terms and conditions of employment. Where such part-time staff are eligible for State programs or coverage under provisions of this Agreement, appropriate pro rations will be made in accord with their part-time status.

#### On behalf of Teamsters

Signed by:

Maria S. Perez

A4645DBF78FB461

Dated: 04/17/2025

Signed by:

Amy Lewis

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Dated: 04/17/2025

Signed by:

Eduardo Herrera

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Dated: 04/17/2025

Signed by:

Russell Crews

83F89A59A7944AC

04/17/2025

#### On behalf of Rutgers

Signed by:

[Signature]

16BA1B8677D3431

Dated: 04/17/2025

Dated:

Dated:

# TENTATIVE AGREEMENT

## NEW ARTICLE Article 2 – Fair Treatment

### **D. Temporary Part-time and Per Diem Employees:**

- 1. Temporary Part-time Employees. A temporary part-time employee shall be handled in accordance with university policy 60.9.23.**
- 2. Per-diem Employees. A Per-diem employees shall be handled in accordance with university policy 60.9.23.**
- 3. Per-diem employees shall be disciplined only for just cause and any discipline shall be subject to the grievance procedure.**

#### On behalf of Teamsters

Signed by:

*Maria S. Perez*

A4645DB748F8491  
Dated: 04/17/2025

Signed by:

*Amy Lewis*

246BFE5D451DD  
Dated: 04/17/2025

Signed by:

*Eduardo Herrera*

C5D4CB9D1BDE4B7  
Dated: 04/17/2025

Signed by:

*Russell Crews*

83F89A59A7944AC  
Dated: 04/17/2025

#### On behalf of Rutgers

Signed by:

*[Signature]*

16BA1B6977D3431  
Dated: 04/17/2025

Dated:

Dated:

## TENTATIVE AGREEMENT

### Article 3 – Personnel Practices

- A. The University agrees to provide adequate and regularly maintained sanitary facilities for staff use. Each staff member will maintain acceptable standards of personal hygiene and cleanliness in accordance with the requirements of his job.
- B. The staff member shall be responsible for paying for the replacement of lost identification cards at the then prevailing rate. The University shall furnish identification cards to all staff. Lost cards shall be reported immediately.
- C. Whenever a staff member is delayed in reporting for a scheduled work assignment, he shall endeavor to contact his supervisor in advance, if possible. A staff member who has a reasonable excuse and is less than five (5) minutes late is not to be reduced in salary or denied the opportunity to work the balance of his scheduled shift and he shall not be disciplined except where there is evidence of repetition or neglect.

Lateness beyond the five (5) minute period above shall be treated on a discretionary basis. However, this provision is not intended to mean that all lateness or each incidence of lateness beyond five (5) minutes shall incur disciplinary action or loss of opportunity to complete a work shift or reduction of salary.

#### D. Attendance Control Policy

1. Effective July 10, 2014, the Attendance Control Policy 60.9.10 shall not be applied to Local 97 unit members. **All staff members may be subject to discipline in accordance with Article 4 for any absences or lateness.**

#### E. Lateness or Absence Due to Weather Conditions

1. All staff members are subject to University Policy ~~governing absences or lateness~~ including the University's ~~Inelement Weather policy 60.9.58, revised 12/03/2013~~ **Policy 60.1.29 – Adverse Weather and Emergency Curtailment of Operations.**
- a. When severe weather condition(s), such as a severe snow storm, flooding, hurricane, etc., threatens the continuation of programs and/or

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services provided by the University, the University may declare an Inclement Weather Day for one or more campuses of the University.

- b. Staff members required to work or given permission to work on an Inclement Weather Day will be given additional compensation in accord with University's Inclement Weather policy.
- c. Should the University declare an Inclement Weather Day all exempt and non-exempt staff members who have been designated as Essential must report to work or remain at work. Failure to comply will result in a without pay day and may result in disciplinary action.
- d. Staff members not designated as essential must receive permission from his/her supervisor not to report to work or to leave work on an Inclement Weather Day. If permission is not received, failure to report to work or leave work will result in a without pay day and may result in disciplinary action.

**e. When an employee is designated as essential, the employee shall be notified in writing. The university shall provide designated employees with written documentation identifying essential status. If by July 1st of each year a negotiations unit employee is not notified otherwise, then their status shall remain the same for the following year. Said status is subject to change if operational needs require it and notice will be provided to the affected employee as soon as practicable.**

- 2. If an Inclement Weather Day is not declared by the University, staff members receiving permission from his/her department head/designee not to report to work due to weather conditions shall utilize accrued benefit time (i.e. vacation time, float holiday) other than sick time or if no accrued benefit time is available, will be unpaid. Staff members not excused from work for the day and who do not report to work will be unpaid and may be subject to disciplinary action.
- 3. Staff members reporting late for duty due to delays caused by weather conditions and who made a reasonable effort to report on time may be given credit

## TENTATIVE AGREEMENT

for such late time at the discretion of their department  
head/designee.

### On behalf of Teamsters

Signed by:

Maria S. Perez

A4645D8F78FB461

Dated: 04/17/2025

Signed by:

Amy Lewis

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Dated: 04/17/2025

Signed by:

Eduardo Herrera

C5D4CB8D18DF489

Dated: 04/17/2025

Signed by:

Russell Crews

83F89AF9A7944AC

04/17/2025

### On behalf of Rutgers

Signed by:

[Signature]

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Dated: 04/17/2025

Dated:

Dated:

## TENTATIVE AGREEMENT

### Article 4 – Grievance Procedure

Upon mutual agreement, discipline that is grieved in accordance with Step One of the grievance procedure shall be stayed until the issuance of a Step One decision.

#### A. Definition of Grievance

1. A breach, misinterpretation, or improper application of the terms of this Agreement; or
2. A claimed violation, misinterpretation, or misapplication of rules or regulations, existing policy, or orders of the University affecting the terms and conditions of employment.

#### B. Purpose

1. The purpose of this procedure is to assure prompt and equitable solutions of problems arising from the administration of this Agreement or other conditions of employment by providing an exclusive vehicle for the settlement of staff member grievances.
2. It is agreed that the individual staff member is entitled to utilize this grievance procedure and to Union representation in accordance with the provisions thereof. He shall not be coerced, intimidated or suffer any reprisals as a direct or indirect result of its use.

#### C. General Provisions

1. No grievance settlement reached under the terms of this Agreement shall add to, subtract from, or modify any terms of this Agreement.
2. Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration. When a grievant has Union representation, the Union's decision to request the movement of any grievance at any step or to terminate the grievance at any step shall be final as to the interests of the grievant and the Union.
3. Any claim of unjust discipline against a staff member shall be processed in accordance with the provisions of this Article.
4. All disciplinary grievances must be signed by the

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individual grievants prior to the filing of the Step I appeal or within two (2) work days of the filing of the appeal. **An email received from the grievant shall be deemed to comply with this requirement. Requests for an extension of the time limit for the grievant to sign a disciplinary grievance shall not be unreasonably denied in the event of physical incapacity.**

5. Grievance resolutions or decisions at Step 1 shall not constitute a precedent in any arbitration or other proceeding unless a specific agreement to that effect is made by the University and Union. This shall not be construed to preclude either party from introducing relevant evidence, including such grievance resolutions, as to the prior conduct of the other party.
6. No adjustment of any grievance shall impose retroactivity beyond the date on which the grievance was initiated or the twenty-one (21) day period, provided in E.1 below except that payroll errors and related matters shall be corrected to date of error.
7. The Union representative and the University have the right directly to examine or cross-examine witnesses who appear at any step of this procedure.
8. Discipline under this article means official written warning, suspension without pay, reduction in grade or dismissal from service, based upon the personal conduct or performance of the involved staff member. Dismissal from service or reduction in grade based upon a layoff or operational changes made by the University shall not be construed to be discipline.

A counseling, although in writing, is not considered discipline and shall not be placed in the staff member's central HR personnel file. A Counseling Notice is part of the performance improvement process and is an opportunity for management to constructively discuss with a staff member observations made about performance or behavior.

Prior to terminating an employee, the University shall convene a pre- termination meeting and provide the employee with a draft copy of the termination letter. At the meeting the department will review with the employee the reasons for considering termination and

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the employee will be provided the opportunity to respond to the allegations. The employee, at his/her option, may request a union representative to be present at the meeting. If the employee chooses not to attend, the meeting will resume and the employee will be mailed a copy of the department's final decision. This meeting is separate from the grievance procedure and shall not satisfy any steps in it.

9. Just cause for discipline including dismissal from service shall include those causes set forth in the University Rules and Regulations. This list of causes is not exclusive and discipline up to and including dismissal from service may be made for any other combination of circumstances amounting to just cause.

10. When discipline is imposed pursuant to paragraph 9, written notice of such discipline shall be given to the staff member. Except when management determines that immediate removal of the staff member is necessary, such notice shall contain a reasonable specification of the nature of the charge, a general description of the alleged acts and/or conduct upon which the charge is based and the nature of the discipline. When management determines that immediate removal of the staff member is necessary, the staff member shall be so advised in writing prior to removal and the detailed notice shall be provided to the staff member within 72 hours.

11. The name of any staff member who is notified of suspension or dismissal pursuant to paragraph 10 shall be transmitted to the Union as soon as feasible but not to exceed 72 hours after such notice.

12. The terms of this Article shall not apply to regular full time and part time employees who are in their initial probationary period, i.e., 180 days from date of hire, with a possible 30 day extension. This exclusion shall not apply to probationary staff who otherwise hold regular appointment in a job classification included in the negotiating unit, except that under no circumstances will the University's judgment as to the adequacy of the staff member's performance in a probationary period or any action taken in pursuance thereof be deemed to be discipline within the meaning of this Article.

## TENTATIVE AGREEMENT

**The terms of this Agreement shall not apply to per diem employees who are in their initial probationary period, i.e. 180 calendar days from the date of hire, with a possible 60 day extension.**

### 13. Directive

A member of the unit who received a verbal or written directive to report to a supervisor or other administrative officer on a matter involving discipline, suspension or discharge may be accompanied by a representative of the Union local at the staff member's request. The staff member and union representative shall be advised of the subject matter of the meeting when the directive to report is made.

14. Where criminal charges are initiated, the right of the staff member to representation by his attorney shall not be violated and the staff member shall retain all legal rights against self-incrimination.

15. A staff member shall not be disciplined for acts, except those which would constitute a crime, which occur more than one year prior to the service of the notice of discipline or three months after the University had notice of the acts. The staff member's whole record of employment, however, may be considered with respect to the appropriateness of the penalty to be imposed.

16. Nothing in this Article of Agreement shall be construed to limit the right of the University to implement any disciplinary action notwithstanding the pendency of any grievance proceeding.

17. The University may, in lieu of suspension, substitute a forfeiture of vacation days (or other benefit time except sick time) up to or equal to the same number of days of suspensions. This substitution may be done only upon consent of the Union.

### D. Grievance Steps

1. Nothing herein shall prevent a shop steward, business agent, or employee from discussing a potential grievance with a supervisor prior to filing a grievance.

2. Should no hearing be scheduled within the prescribed time, or should no decision be made within the

## TENTATIVE AGREEMENT

prescribed time or should the decision reject the Union's grievance, the grievance may be submitted to Arbitration if applicable. The lack of response by the University within the prescribed time set forth below, unless time limits have been extended by written mutual agreement, shall be construed as a negative response.

3. If the finding or resolution of a grievance at Step One of the grievance procedure is not appealed within a prescribed time, said grievance will be considered settled on the basis of the last answer provided, and there shall be no further appeal or review.

4. Time limits under this article may be changed by written mutual agreement only. A grievance shall be presented and adjusted in accordance with the steps outlined below.

### Step One

The grievance shall be reduced to writing and submitted to the Office of Labor Relations of the University or their representative within 14 calendar days, excluding holidays, from the date upon which the staff member first gained or should reasonably have gained knowledge of the alleged violation of the Agreement or policy took place. The grievance shall be signed by the grievant and Union representative, and shall set forth the nature of the dispute, the relief sought and the specific provisions of the Agreement/policy to have been violated.

Upon receipt of the grievance, the University will provide the union two (2) hearing dates to choose from. The Step One hearing will be held not later than 45 calendar days from date of the grievance being filed. The Step One decision shall be rendered no later than 20 calendar days following the completion of the Step One hearing. If the union fails to select one of the dates provided or the grievant and/or the union fail to appear without legitimate excuse, the grievance will be dismissed with prejudice. If the University fails to meet either of the time frames set forth above without legitimate excuse, the grievance and remedy shall be granted and if applicable, the discipline shall be deemed abandoned by the University and the employee reimbursed the full amount of lost wages during the term of her/his suspension without pay and all references to the discipline shall be removed from her/his personnel files.

Grieved discipline shall be considered resolved through Step One after the Office of Labor Relations or their representative has held a hearing and rendered a decision in accordance with that step of the

## TENTATIVE AGREEMENT

grievance procedure or, for discipline subject to arbitration, the time for the hearing or decision has passed.

Written warnings are not subject to arbitration.

### Step Two Arbitration

1. In the event that the grievance has not been satisfactorily resolved in Step One, and the grievance either involved an alleged violation of the Agreement as described in the definition of a grievance in A.1 above or in the case of discipline involves the following contemplated or implemented penalties:

- a. Suspension and written warnings in lieu of suspension
- b. Demotion
- c. Discharge

then a request for arbitration may be brought only by the Union through its President or his/her designee within thirty (30) calendar days from the date the Union received the Step One decision, by mailing a written request for arbitration to the Director of Labor Relations. If mutually agreed a small case pre-arbitration conference may be scheduled to frame the issue or issues. All communications concerning appeals and decisions shall be made in writing. A request for arbitration shall contain the names of the University Department and the staff member involved, copies of the original grievance, appeal documents, and written decisions rendered at the lower steps of the grievance proceeding.

2. Arbitrators shall be selected, on a case-by-case basis, under the selection procedure of the Public Employment Relations Commission.
3. In non-disciplinary matters, the arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement or laws of the State, or any written policy of the State or sub-division thereof or of the University, and shall confine his decision solely to the interpretation and application of this Agreement. He/She shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him, nor shall be final and binding, consistent with applicable law and this Agreement. The arbitrator may prescribe an appropriate back pay remedy when he finds a violation of

## TENTATIVE AGREEMENT

251 this Agreement. The arbitrator shall have no authority to  
252 prescribe a monetary award as a penalty for a violation of  
253 this Agreement. Rules, regulations, formal policies or orders  
254 of the State or the University shall not be subject to revision  
255 by the arbitrator except if specifically provided herein. The  
256 fees and expenses of the arbitrator and recording of the  
257 procedure shall be divided equally between the parties. Any  
258 other cost of this proceeding shall be borne by the party  
259 incurring the cost.

- 260 4. Arbitrators in disciplinary matters shall confine themselves  
261 to determinations of guilt or innocence and the  
262 appropriateness of penalties and shall neither add to,  
263 subtract from, nor modify any of the provisions of this  
264 Agreement by any award. The arbitrator's decision with  
265 respect to guilt, innocence or penalty shall be final and  
266 binding upon the parties. In the event the arbitrator finds the  
267 staff member guilty, he/she may approve the penalty sought  
268 or modify such penalty as appropriate to the circumstances,  
269 in accord with discipline as set forth in paragraph C, above.  
270 Removal from service shall not be substituted for a lesser  
271 penalty. In the event the arbitrator finds the staff member  
272 innocent or modifies a penalty, he/she may order  
273 reinstatement with back pay for all or part of period of  
274 suspension or reduction in grade or for all or part of the  
275 period that the staff member was dismissed from service.  
276 The arbitrator may consider any period of suspension served  
277 or the period that the staff member was dismissed from  
278 service in determining the penalty to be imposed. Should the  
279 arbitrator's award provide reinstatement with back pay for  
280 all or part of a period of suspension, termination of service  
281 or reduction in grade, the staff member may be paid for the  
282 hours he would have worked in his normally scheduled  
283 work week, at his normal rate of pay, but not exceeding 40  
284 hours per week or eight hours per day, less any deductions  
285 required by law or other offsetting income, for the back pay  
286 period specified by the arbitrator. The arbitrator's decision  
287 shall contain a short statement of the nature of the  
288 proceedings, the positions of the parties and specific  
289 findings and conclusions of facts. In addition, the arbitrator's  
290 decision shall discuss any of the testimony, evidence or  
291 positions of the parties which merit special analysis. The  
292 fees and expenses of the arbitrator and recording of the  
293 procedure shall be divided equally between the parties. Any  
294 other cost of this proceeding shall be borne by the party  
295 incurring the cost.

## TENTATIVE AGREEMENT

5. In both disciplinary and non-disciplinary cases, a neutral arbitrator may hear and decide only one grievance during one arbitration proceeding unless otherwise mutually agreed in writing by the parties. In the event that either party asserts that the grievance is barred or waived by the grieving party's failure to follow procedures or adhere to the time limits specified in this Article, the neutral arbitrator selected in accordance with the provisions contained herein shall render a decision as to the waiver or bar or issue prior to any hearing on the merits of the grievance, unless the parties mutually agree in writing otherwise. The parties agree that the issue of waiver or bar shall not be decided by the same arbitrator who decides the merits of the grievance, unless the parties mutually agree in writing otherwise.

6. If the Department of Corrections or Juvenile Justice Commission bans an employee from all UCHC facilities, the employee will be laid off due to lack of work. The provisions of Article 11 E shall not apply to employees laid off under this provision.

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

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

On behalf of Teamsters

Signed by:

Maria S. Perez

A4645DBF78F8461  
Dated: 04/17/2025

On behalf of Rutgers

Signed by:



16BA1B0017D3431  
Dated: 04/17/2025

TENTATIVE AGREEMENT

339 Signed by:  
340 Amy Lewis  
341 Dated: 04/17/2025  
342 Signed by:  
343 Eduardo Herrera  
344 Dated: 04/17/2025

Signed by:  
Dated: 04/17/2025

# TENTATIVE AGREEMENT

## Article 6 – Administration of Agreement

The Union and the University shall upon the request of either party schedule quarterly meetings for the purpose of reviewing the administration of this Agreement and to discuss problems which may have arisen. Such meetings are not intended to by-pass the grievance procedure or to be considered negotiating meetings, but are intended to be a means of fostering good employer-staff member relations.

**The University and the Union agree to have quarterly labor management committee meetings to address issues specific to UCHC. These meetings will occur on a quarterly basis and shall be pre-scheduled by the Union and the University in November of the preceding year.**

**There shall be representatives of the union (not to exceed 8) and representatives of the University (not to exceed 8). The Union will provide an agenda at least fourteen (14) days in advance of the meeting date, along with a list of employees who might need to be released from work to attend.**

### On behalf of Teamsters

Signed by:

Maria S. Perez

A4645DBF78FB4615  
Dated: 04/17/2025

Signed by:

Amy Lewis

246BFE5D43574DD  
Dated: 04/17/2025

Signed by:

Eduardo Herrera

C5D4C80D1B0E4B3  
Dated: 04/17/2025

Signed by:

Russell Crews

83F89A59A7944AC  
Dated: 04/17/2025

### On behalf of Rutgers

Signed by:

[Signature]

16BA1B8977D9431  
Dated: 04/17/2025

Dated:

Dated:

## TENTATIVE AGREEMENT

### Article 7 – Wages

A. Wage and Salary Program The parties acknowledge the existence and continuation during the term of this Agreement of the University Compensation Plan which incorporates in particular but without specific limit the following basic concepts:

1. A system of position classification with appropriate position descriptions.
2. A salary structure with specific minimum rates for each position.
3. Regulations governing the administration of the plan, including a Staff member Performance Evaluation.
4. The authority, method and procedures to effect modifications as such are required.

#### B. Job Classification

All position titles existing in the bargaining unit shall be classified by the University into four (4) categories: Technical, Service/Maintenance, Paraprofessional and Clerical.

Currently there are job titles that perform the same duties but have different pay grades. The parties agree to meet in subcommittees to review the job titles at issue and to make adjustments if necessary. Those meeting shall include Compensation Salary Services Analysts. If the parties reach an impasse over a particular title or titles, the parties shall submit the issues for resolution to the Vice President of Faculty and Staff Resources, where the decision shall be final and binding.

#### C. Correcting Payroll Errors

Payroll errors amounting to one day's pay or more, when brought to the attention of the Payroll Department, shall be corrected within 2 payroll work days from the time the error is reported to Payroll by the affected staff member. Staff scheduled to be off on payday may receive their paycheck the day before payday in accordance with University policy.

#### D. Wage Structure

All Teamster classifications will be under the compensation system known as the Job Rate System. The Job Rate System shall be comprised of the following elements: Probation Rate, Job Rate, and Two-Year Rate.

## TENTATIVE AGREEMENT

1. The Probation Rate is the minimum rate at which a new hire may be employed for any given classification. The probation rate is defined as 50 cents per hour less than the then existing job rate. Upon successful completion of the 180-day probation period, employees will receive an increase in their base rate of pay to the Job Rate for their classification, or 50 cents per hour, whichever is greater.

2. The Job Rate is the benchmark rate of pay for each classification. The Probation Rate and the Two-Year Rate are calculated based upon the established Job Rate for each classification. 3. The Two-Year Rate is the minimum rate of pay a new hire may receive upon completion of two (2) years of qualified service, exclusive of leaves of absence. Upon completion of two (2) years of qualified service, employees will receive an increase in their base rate of pay to the Two-Year Rate for their classification, or 3.0% of their base rate of pay, whichever is greater. Service shall be calculated based upon the employee's current date of hire with the University in a regular full time or part time position. **The Job Rate shall be increased in accordance with the across the board increases set forth in Section E.**

4. The effective date for these adjustments shall be the first day of the first full pay period following completion of probation as a new hire or attainment of two (2) years' service.

5. New Hires shall be hired at the established entry level rate (Probation Rate), except that the University shall have the right to hire, at its sole discretion, new employees at a higher entry rate not to exceed the then-existing rate for the two (2) year rate, provided the new hire has a minimum of four (4) years of outside relevant experience. Employees so hired will not receive adjustments to their pay rate upon completion of probation or two years of service.

6. The University and Teamsters Local 97 agree that no new hire may be placed higher than the two-year rate, except where extraordinary circumstances exist as determined by the Director of Human Resources Services and the Director of Compensation Services. The University will provide the union with written notice of such exceptions within five (5) business days of such an offer being extended, which shall set forth the extraordinary circumstances deemed to exist.

7. In addition to the base pay adjustments at various points in time associated with the Job Rate System, incumbent staff will also receive all across-the board increases negotiated as part of the collective bargaining agreement.

## TENTATIVE AGREEMENT

E. Salary Program ~~July 1, 2018 – June 30, 2022~~ **July 1, 2024 – June 30, 2028**<sup>1</sup>

It is agreed that during the term of this Agreement, ~~July 1, 2018 – June 30, 2022~~ **July 1, 2024 – June 30, 2028**, the following salary and fringe benefit improvements shall be provided to eligible staff in the unit within the applicable policies and practices of the University and in keeping with the conditions set forth herein. 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 the agreement, the University agrees to provide the following benefits effective at the time stated herein.

1. Effective ~~July 1, 2018~~ **July 1, 2024** ~~3% ATB~~ **3.5% ATB**

~~To be eligible for this payment, members of the unit must be on the University's payroll in a Teamsters Local 97 negotiations unit position on June 30, 2018 and continue to be on the payroll in a Teamsters Local 97 unit position on the payment date of the increase.~~

**Teamsters Local 97 unit employees shall receive a retroactive across the board salary increase in the amount of 3.5%, effective July 1, 2024. To be eligible for this payment, members of the unit must be on the University's payroll in a Teamsters Local 97 negotiations unit position June 30, 2024 and continue to be on the payroll in a Teamsters Local 97 negotiations unit position on the payment date of the increase. Additionally, for negotiations unit members in Teamsters Local 97, the salary increase shall be based on the negotiations unit member's salary as of June 30, 2024.**

2. Effective ~~July 1, 2019~~ **July 1, 2025** ~~3% ATB~~ **3.5% ATB**

~~To be eligible for this payment, members of the unit must be on the University's payroll in a Teamsters Local 97 negotiations unit position on June 30, 2019 and continue to be on the payroll in a Teamsters Local 97 unit position on the payment date of the increase.~~

**Teamsters Local 97 unit employees shall receive an across the board salary increase in the amount of 3.5%, effective July 1, 2025. To be eligible for this payment, members of the unit must be on the University's payroll in a Teamsters Local 97 negotiations unit position June 30, 2025 and continue to be on the payroll in a Teamsters Local 97 negotiations unit position on the payment date of the increase. Additionally, for negotiations unit members in Teamsters Local 97, the salary increase shall be based on the negotiations unit member's salary as of June 30, 2025.**

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<sup>1</sup> Should any negotiations unit, as a whole, receive greater base pay increases than those set forth above, the parties agree to re-open Article 7 of this Agreement with regard to base pay only. If the parties reach an impasse during re-opener negotiations, the impasse will be resolved through the EERA and PERC procedures.

## TENTATIVE AGREEMENT

3. Effective ~~July 1, 2020 3% ATB~~ **July 1, 2026 3% ATB**

~~To be eligible for this payment, members of the unit must be on the University's payroll in a Teamsters Local 97 negotiations unit position on June 30, 2020 and continue to be on the payroll in a Teamsters Local 97 unit position on the payment date of the increase.~~

**Teamsters Local 97 unit employees shall receive an across the board salary increase in the amount of 3%, effective July 1, 2026. To be eligible for this payment, members of the unit must be on the University's payroll in a Teamsters Local 97 negotiations unit position June 30, 2026 and continue to be on the payroll in a Teamsters Local 97 negotiations unit position on the payment date of the increase. Additionally, for negotiations unit members in Teamsters Local 97, the salary increase shall be based on the negotiations unit member's salary as of June 30, 2026.**

4. Effective ~~July 1, 2021 2.5% ATB~~ **July 1, 2027 3% ATB**

~~To be eligible for this payment, members of the unit must be on the University's payroll in a Teamsters Local 97 negotiations unit position on June 30, 2021 and continue to be on the payroll in a Teamsters Local 97 unit position on the payment date of the increase.~~

**Teamsters Local 97 unit employees shall receive an across the board salary increase in the amount of 3%, effective July 1, 2027. To be eligible for this payment, members of the unit must be on the University's payroll in a Teamsters Local 97 negotiations unit position June 30, 2027 and continue to be on the payroll in a Teamsters Local 97 negotiations unit position on the payment date of the increase. Additionally, for negotiations unit members in Teamsters Local 97, the salary increase shall be based on the negotiations unit member's salary as of June 30, 2027.**

Contract expires June 30, 2022**8.**

When systematically feasible by Rutgers, the daily rate of pay shall be equal to the actual number of work days in the Rutgers' fiscal year which runs from July 1 to June 30.

When systematically feasible by Rutgers, the pay period shall commence at 12:00 a.m. Saturday and end at 11:59 p.m. Friday.

**Retirees who separate from service after July 1, 2018, but prior to the payment of the retroactive FY 2019 wage increase shall receive retroactive pay.**

**When systematically feasible by Rutgers, the payroll holdback shall be eliminated for an employee hired into the Local 97 unit on or after the**

## TENTATIVE AGREEMENT

ratification of this Agreement by the parties.

### Shift Differential

- Effective July 1, 201424, the shift differential will be \$2.00 per hour.
- Effective July 1, 201525, the shift differential will be \$2.00 per hour.
- Effective July 1, 201626, the shift differential will be \$2.00 per hour.
- Effective July 1, 201727, the shift differential will be \$2.00 per hour.

Shift differential will be paid to members of the bargaining unit for complete shifts only. To be eligible for a shift differential, an employee must work half or more of his/her regularly scheduled hours after 3:00 pm or before 6:00 am.

Employees assigned to the day shift in EMS as of November 21, 2006 shall be grandfathered with respect to their receipt of shift differential for hours worked after 3 PM. Individuals employed or transferred to the day shift subsequent to this date shall be paid shift differential consistent with the above guidelines.

A. All salary adjustments shall be subject to the terms and conditions of the appropriation legislation and administered consistent with the appropriate demands of the University Compensation Plan and subject to the appropriation of and release to the University by the State of adequate funding for the specific purpose identified for the full period convened by that Agreement.

B. The parties to this Agreement understand that the public services provided to the citizenry of the State of New Jersey requires a continuing cooperative effort. They hereby pledge themselves to achieve the highest level of service by jointly endorsing a concept of intensive productivity improvement which may assist in realizing that objective.

### On behalf of Teamsters

Signed by:

Maria S. Perez

A4645D6578EB461  
Dated: 04/17/2025

Signed by:

Amy Lewis

246BFE5D43574DB  
Dated: 04/17/2025

Signed by:

Eduardo Herrera

C5D4CB0D1B0E4B3  
Dated: 04/17/2025

Signed by:

Russell Crews

83F89A59A7944AC  
Dated: 04/17/2025

### On behalf of Rutgers

Signed by:

[Signature]

16BA1B8377B3431  
Dated: 04/17/2025

Dated:

Dated:

# TENTATIVE AGREEMENT

## Article 8 – Hours of Work and Overtime

### A. Hours of Work

1. The regularly scheduled standard workweek is assigned as either 35 hours, 37 1/2 hours, or 40 hours. Part-time staff are assigned workweeks shorter than the standard workweek, but at least 20 hours or more. A “day” is defined as the regularly scheduled workweek divided by 5.
2. All full-time staff shall be scheduled to work a regular shift as determined by the University. Work shifts shall have stated starting times and end of shift times. When permanent schedule or shift changes are made, 30 calendar days’ notice shall be given to the employee, except in the case of an emergency. Unless operationally necessary, shift changes for full and part time unit members shall be made in reverse seniority order.

### UCHC Scheduling:

a. Effective January 2015 for the March 2015 schedule, the monthly work schedule shall be posted by the 15th day of the second month preceding the effective month of the schedule. (For example, the March 2015 schedule shall be posted by January 15, 2015.)

b. Full time unit members shall select their schedules first followed by parttimer unit members. Full and part time unit members shall select their schedules prior to per diems and temporary employees. Full and part time unit members shall have until the 25th of the month of posting to select their schedules. If a full or part time unit member does not select a schedule by the 25th, management shall assign them to whatever schedule remains open after the 25th.

c. Per diems and temporary employees shall not select their schedules until after the full and part time unit members have selected their schedules.

d. Management shall remove the posted schedule on the 1st day of the month after full and part time unit member picks are made (e.g., for the March 2015 schedule, removed by February 1, 2015). The final schedule shall be posted by the 15th day of the month following posting.

e. Absent emergent circumstances or agreement of Local 97 and the unit member, a full time and part time member shall not have his or her schedule changed once selected pursuant to the above procedure.

a. The University will respond in writing to all requests or preferences within fourteen (14) calendar days of submission.

## TENTATIVE AGREEMENT

b. Employee requests or preferences for the upcoming schedule will be submitted in writing no less than two (2) weeks in advance of the posting of the schedule. During the two weeks in advance of the posting of the schedule, no requests or preferences for the upcoming schedule will be entertained.

The University shall post a schedule of not less than four (4) but no greater than six (6) weeks of each employee's assignment not less than two (2) weeks in advance of the start of each schedule. Such schedule shall be maintained until it is superseded by a new schedule or changed by an agreement between the University and the employee concerned. The University reserves the right to change the schedule in case of emergency.

The University will respond in writing to all written requests for changes in the posted schedule within seven (7) calendar days of submission. Changes in a posted schedule must be proposed in writing and approved in writing by the appropriate Nurse Manager. Employees may request to change shifts or days off with another employee of the same skill level. The request shall be in writing by both employees to the Nurse Manager before the scheduled change takes place. Changes requested by the employee in the posted schedule will be considered by the University and not be unreasonably denied. One reason to deny a requested switch would be if overtime costs are created or increased as a net result of the switch.

3. Work schedules shall provide for a fifteen (15) minute rest period during each one half (1/2) shift. Staff who are required to work beyond their regular end of shift into the next shift shall receive a fifteen-minute rest period when the period of work beyond their regular shift exceeds two (2) hours.

4. **When operationally feasible,** The University agrees to give thirty (30) calendar days' notice to bargaining unit members when their functional unit switches the length of the daily tour of duty.

5. The time record of a staff member shall be made available for inspection on his request.

6. When a staff member is called to work outside his regularly scheduled shift, he shall be compensated for the actual hours worked. He shall be guaranteed a minimum of two (2) hours compensation whether or not the two (2) hours are worked, except when the end of the call-in period coincides with the beginning of his/her regular shift.

a. **Except for EMS 12-hour staff,** The normal schedule shall include a provision for an unpaid meal period during the mid-portion of the work day. There shall

## TENTATIVE AGREEMENT

be a minimum of one-half (1/2) hour provided for the meal period, except in emergency situations.

b. Any staff member required to be on call shall be compensated at the rate of \$2.75 per hour.

### B. Overtime

1. The University conforms to the Fair Labor Standards Act (F.L.S.A.).

2. All staff shall be compensated at one and one half (1 1/2) times the regular rate of pay for all hours worked in excess of forty (40) hours in a work week. Overtime pay and other premium pay shall not be pyramided.

3. Such overtime hours shall be compensated either by (a) cash, or (b) compensatory time off at the rate of one and a half (1 1/2) hours for each hour worked. **Upon asking for volunteers for overtime, the department will advise if the compensation will be compensatory or monetary.**

4. All unworked but paid holidays shall be counted as hours worked for overtime and all paid vacation time shall be counted as hours worked for overtime purpose. However, all paid sick time shall not be counted as hours worked for overtime purposes. For twelve-hour staff, holiday hours paid for but worked shall be counted for overtime purposes. These hours shall be counted on an hour for hour basis towards the forty (40) hours.

5. Insofar as the same is practical and consistent with the efficiency of operations, overtime shall be scheduled and distributed on a rotational basis by job classification within each functional work unit without any discrimination. To the extent that it is practical and reasonable to foresee, the University shall give the staff as much advance notice as possible relative to the scheduling of overtime.

6. For the purpose of this provision, each staff member is expected to be available for overtime work. A staff member who refuses an overtime assignment shall be considered to have worked for the purpose of determining equal distribution of overtime. Once a staff member is scheduled and accepts an overtime assignment, he shall be subject to all University rules and regulations and the appropriate provisions of this Agreement.

7. In cases where there are no volunteers and overtime is required, then the least senior qualified staff member of the staff on duty shall be required to stay and work the overtime. Such mandatory overtime shall be rotated starting with the least senior qualified staff member.

## TENTATIVE AGREEMENT

8. Lists reflecting the overtime call status of the staff shall be available to the Union in the functional work unit.

9. Supervisors shall be required to maintain accurate weekly records of staff member's compensatory time balances. This record shall be made available for inspections upon request of the staff member.

### On behalf of Teamsters

Signed by:

Maria S. Perez

A4645DBFE78FB401

Dated: 04/17/2025

Signed by:

Amy Lewis

246BF55D436740B

Dated: 04/17/2025

Signed by:

Eduardo Herrera

C5D4C80D1BD54B3

Dated: 04/17/2025

Signed by:

Russell Crews

83F89A59A7944A0

Dated: 04/17/2025

### On behalf of Rutgers

Signed by:

[Signature]

16BA1B8977D3431

Dated: 04/17/2025

Dated:

Dated:

# TENTATIVE AGREEMENT

## Article 9 – Holidays

### Section A

1. ~~Effective July 10, 2014,~~ The following shall be the scheduled holidays for the bargaining unit:

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

Day after Thanksgiving

Christmas

2. ~~Effective July 1, 2015,~~ Staff members shall receive nine (9) days off designated as follows: (a) two personal days (PH) **received in July**; (b) three administrative leave days (AL) **received in July**; and (c) four mandatory leave days (ML) received in November. Such paid days must be used in the same fiscal year, as they were received and are not eligible for payout upon separation. Rutgers may designate which facilities/work units that provide essential services to the community will not be closed like the rest of the university, during the designation of the four mandatory leave days referenced above. Employees working in facilities/work units as referenced above, shall not lose the four mandatory leave days even if their facility/work unit does not close.

Rather, they will be permitted to take the ML days or a personal day either on the same dates that Rutgers closes or some other date at the mutual agreement of the employee and their supervisor. Such paid ML, PH and AL days must be used in the same fiscal year as they were given and are not eligible for payout upon separation from Rutgers. If operationally feasible, essential employees who request the use of an ML day on the shutdown day(s), referenced above, shall have them granted in seniority order. Such requests shall not be unreasonably denied.

3. Requests to use single paid personal days **(PH)** that are made with at least five (5) workdays notice in advance shall not be denied. Requests to use consecutive (2 or more) paid personal days **(PH)** that are made within 45 calendar days' notice in advance shall not be denied. If more than one unit member requests the same time off, if operationally feasible the request off will be granted in seniority order. This provision shall sunset as of July 1, ~~2017~~ **2028** unless reinstated by the parties prior to or during successor negotiations.

## TENTATIVE AGREEMENT

4. Part-time unit staff members shall receive leave days on a prorated basis (e.g. 50% staff working in a 40-hour title shall receive twenty-four (24) hours of float holidays per annum).
5. PH and AL days may be used for emergency, personal matters, observance of religious or other days of celebration (but not officially recognized University holidays).
6. Supervisors shall have the right to require proof of an emergency. Failure of any staff member to supply such proof shall result in without pay for the day(s) and appropriate disciplinary action may be taken.
7. If an extra holiday is declared by the University, the University may designate the day the holiday will be observed. If the University finds this impractical, then the staff member may schedule a day off for the extra holiday at his discretion with the supervisor's approval.
8. For work areas requiring seven-day coverage the University will make every effort to rotate major holidays among the staff within the work area.
9. If a bargaining unit member is required to work on New Year's Day, Martin Luther King's Birthday, Memorial Day, **Juneteenth**, Independence Day, Labor Day, Thanksgiving or Christmas, he/she shall be paid at a rate of time and a half the regular rate of pay for all hours worked, in addition to receiving an alternate day off from work or payment at the option of management. If a bargaining unit member is required to work on the Day After Thanksgiving, he/she shall be paid at the basic rate, in addition to receiving an alternate day off.

### On behalf of Teamsters

Signed by:

Maria S. Perez

A46452BF78F5491

Dated: 04/17/2025

Signed by:

Amy Lewis

246BFEE020371D0

Dated: 04/17/2025

Signed by:

Eduardo Herrera

C5D4CB0D1BDE4B3

Dated: 04/17/2025

Signed by:

Russell Crews

83F89A50A7944AC

04/17/2025

### On behalf of Rutgers

Signed by:

[Signature]

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Dated: 04/17/2025

Dated:

Dated:

# TENTATIVE AGREEMENT

## Article 10 – Vacations

For the purposes of this contract a “day” is defined to be an employee’s scheduled weekly hours divided by five.

### A. Vacation Benefits

All staff covered by this agreement will be entitled to the following vacation schedule: Amount of Service:

Up to the end of the first calendar year	1 1/4 working days for each month
From 1 to 10 years	1 1/4 working days for each month
From 11 to 20 years	1 2/3 working days for each month
Upon completion of 20 years	2 1/12 working days for each month

### B. Vacation Schedules

Subject to the pressure of the proper patient care, the choice of vacation time will be determined within the work unit on the basis of University seniority subject to the current University vacation policy.

### C. Use of Vacation Time

1. After the initial ninety (90) days of employment, vacation allowance may be taken as accrued. Vacation allowance must be taken by the end of the calendar year following the calendar year in which it is accrued.
2. A staff member may carry one (1) year of earned vacation time over into any new fiscal year. If he/she wants to carry over more than one (1) year of earned vacation time, he/she may make this request in writing to the appropriate department head and the Vice President of Human Resources.
3. All regular part-time staff who are included in this bargaining unit shall accrue vacation leave credit on a proportionate basis.
4. Staff will not be charged for vacation leave on a holiday or for the scheduled day off in lieu of a holiday.
5. When a staff member is on vacation and requires sick leave for any portion of that vacation leave, he/she must immediately request the use of accumulated sick leave, in accordance with the University policies through the

## TENTATIVE AGREEMENT

designated authority. Such requests may be made by telephone, email or letter, but if by phone, should be confirmed by email or letter. No sick leave will be credited unless supporting medical evidence verifying the illness or injury is presented.

6. Departmental policies shall not automatically restrict the amount of vacation time which a staff member can request to use at one time. The granting/denial of such a request shall be based on the operational needs of the department.

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

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

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

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

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

**Failure to submit a vacation request by February 15th or September 15th will result in loss of seniority status as it relates to vacation requests.**

## TENTATIVE AGREEMENT

Should this occur, the employee will be presented with the dates of available vacation weeks after the "vacation planner" has been completed; with request for vacation responded to in writing within seven (7) calendar days of receipt.

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

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

Employees may not pyramid any personal leave days during vacation time.

Approved vacation time requires the signature of the employee's supervisor.

### D. Notice Approval

Vacation time may be taken only after the staff member has given prior notice to and received the written approval of his department head. Where a staff member has an earned vacation balance which has not been previously scheduled on or before July 1, the Supervisor will meet with the staff member to determine a schedule of such vacation time so that no accrued vacation time will be lost. It shall be the

## TENTATIVE AGREEMENT

responsibility of a Department to provide any needed coverage for a staff member granted vacation leave.

### E. Separation

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

Staff members who terminate by resignation or for any other reason must return all University property, including but not limited to ID cards, parking tags and keys, and computer software.

After submitting a notice of resignation, a staff member shall only be eligible to use a maximum of two (2) leave days within the last three (3) weeks of employment, provided the request(s) for such leave day(s) are approved.

### F. Death

If a staff member dies having vacation credits accrued within the limits in (a) above, a sum of money equal to the compensation computed on said staff member's wage rate at the time of death shall be calculated and paid to the staff member's estate.

#### On behalf of Teamsters

Signed by:

*Maria S. Perez*

A4645DBF79FB461

Dated: 04/17/2025

Signed by:

*Amy Lewis*

246BFE5D43574D9

Dated: 04/17/2025

Signed by:

*Eduardo Herrera*

C5D4C80D18DE4B3

Dated: 04/17/2025

Signed by:

*Russell Crews*

83F89A50A7944A2

Dated: 04/17/2025

#### On behalf of Rutgers

Signed by:

*[Signature]*

16BATE8270B461

Dated: 04/17/2025

Dated:

Dated:

# **TENTATIVE AGREEMENT**

## **Article 11 – Seniority and Transfers**

### **A. Seniority**

#### **1. Job Promotion**

Seniority will be one of the criteria for job promotions.

#### **2. Seniority**

Seniority will be credited from date of hire to all regular staff upon the completion of one hundred eighty (180) days probationary period. The University reserves the right to extend the initial probationary period up to an additional thirty (30) days for full and part-time staff.

Probationary staff are eligible to use sick time upon accrual and all other accrued benefit time after ninety (90) calendar days.

#### **3. Seniority will prevail in layoffs due to economic reasons or reorganization. Bumps shall be accordance with layoff procedure outlined in section D of this article. Laid off staff will be provided a minimum of 4 weeks (28 calendar days) notice or at the University's discretion, pay in lieu of such notice.**

#### **4. Changes in Status**

A voluntarily transferred or promoted staff member serves a 90-day probationary period on the new job with a possible 90-day extension. If the staff member fails to perform satisfactorily he/she may be returned to his/her former job (if still open) or placed in a suitable open position. If no suitable open position is available, the employee will be placed on lay-off and on the recall list for one year.

When involuntarily transferred to a new position, there shall be no probationary period applied. A staff member who is reclassified shall not be required to serve a probationary period.

#### **5. Termination of Seniority**

A staff member's seniority is broken, by resignation, discharge, other types of termination, lay-off of more than one year, or refusal of a suitable position while on lay-off.

## TENTATIVE AGREEMENT

### B. Transfers

#### 1. Voluntary Transfers from One Work Unit to Another Work Unit

- a. The Human Resources Department shall prepare for posting on the University web site all actual or anticipated regular vacancies within the University.
- b. Non-probationary staff who wish to make application for any such vacancy shall submit their applications on-line via the University's web-based tracking system.
- c. Selection shall be based on the qualifications of the applicants, seniority and the welfare of the University.
- d. All accumulated leave benefits will be transferred with the staff member.
- e. When an eligible staff member is not transferred for reasons other than lack of seniority, such staff member shall be notified of the reasons for denial of transfer in writing by the Human Resources Department.
- f. Staff may attend internal job interviews during work hours without loss of pay or accruals provided that prior approval has been obtained from his/her Department Head. Travel time in excess of 1/2 hour between campuses is not included in the above. Any additional travel time may be charged to available accruals other than sick time or shall be unpaid.

#### 2. Involuntary Transfer from One Unit to Another Unit

- a. No involuntary transfers shall be made except for just, fair and equitable cause.
- b. Where requested, the Human Resources Department shall furnish to the staff member who has been transferred, an explanation in writing for the transfer.
- c. All accumulated leave benefits will be transferred with the staff member.

### C. Contracting Services

## TENTATIVE AGREEMENT

1. If the University contemplates contracting for work normally performed by staff covered by this Agreement, the University agree four weeks (28 calendar days) prior to the execution of such contract, to meet with the Union for discussion of the proposed contract.
2. If such a contract is executed, the University agrees to give displaced staff consideration concerning other positions at the University for which they are qualified.
  - a. If such subcontract necessitates the layoff of personnel, affected staff shall be given at least thirty (30) calendar days' notice prior to being laid off.

### D. Layoff, Placement and Bumping

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

- a. First, an employee identified for layoff will be offered the opportunity to fill a vacancy in his/her current title within the operating unit and campus. No probationary period for employees. If the employee chooses not to accept the vacancy offered, the employee may opt to be placed on the recall list.
- b. Second, if a vacancy pursuant to "a" above is not available, the employee will be offered a vacancy in his/her current title on the campus. No probationary period for employees with 10 or more years of UMDNJ/Rutgers service. If the employee chooses not to accept the vacancy offered, the employee may opt to be placed on the recall list.
- c. Third, if a vacancy pursuant to "a" or "b" above is not available, the employee will be offered the opportunity to fill a vacancy in the employee's current title first or immediate prior title University- wide. No probationary period for employees with 10 or more years of UMDNJ/Rutgers service. If the employee opts not to fill a vacancy offered under this section, the employee may opt to be placed on the recall list or to proceed to "d" below.
- d. Fourth, if the employee is not placed in a vacancy pursuant to "a", "b" or "c" above, the employee may bump the least senior employee in his/her current title within the operating unit and campus. If an employee opts not to exercise his/her bumping rights under this

## TENTATIVE AGREEMENT

section, the employee may opt to be placed on the recall list. If the employee is unable to bump under this section, the employee may exercise rights under “e” below. No probationary period for employee with 10 or more years of UMDNJ/Rutgers service.

- e. Fifth, if the opportunity to bump is not available pursuant to “d” above, the employee may bump the least senior employee in his/her current title campus-wide. If an employee opts not to exercise his/her bumping rights under this section, the employee may opt to be placed on the recall list. If the employee is unable to bump under this section, the employee may exercise rights under “f” below. No probationary period for employees with 10 or more years of UMDNJ/Rutgers service.
- f. Sixth, if the employee is not offered the opportunity to bump pursuant to “e” above, the employee may bump the least senior employee in his/her immediate prior title campus-wide. If the employee opts not to exercise his/her bumping rights under this section, the employee may opt to be placed on the recall list. No probationary period for employees with 10 or more years of UMDNJ/Rutgers service.
- g. Seventh, if an employee is not offered a vacancy pursuant to “a”, “b” or “c”, or the opportunity to bump pursuant to “d”, “e” or “f” above, an employee may opt to fill a vacancy in a lower classification in the following Job Series attached as Appendix B. If there is no vacancy, the employee may bump down in a lower classification in the following Job Series attached as Appendix B. No probationary period for employees with 10 or more years of UMDNJ/Rutgers service.

### E. Layoff, Placement and Bumping for UCHC

In the case of a layoff, UCHC is considered to be a single campus comprised of all prison sites. Within the Rutgers campus there are the following regions:

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

Central: NJ State Prison, CRAF, AC Wagner, Garden State, MidState, JC sites Bordentown and Jamesburg.

## TENTATIVE AGREEMENT

Southern: Southwoods, Bayside, ~~Southern State~~.

A regular employee affected by a layoff may fill a vacancy or if none is available exercise bumping rights within his/her current job title, or to the immediate prior job title, within his/her region, provided the employee meets the requirements for the position.

- a. First, an employee identified for layoff will be offered the opportunity to fill a vacancy in his/her current title within the same prison. No probationary period. If the employee chooses not to accept the vacancy offered, the employee may opt to be placed on the recall list.
- b. Second, if a vacancy pursuant to “a” above is not available, the employee will be offered a vacancy in his/her current title within his/her region as identified above. No probationary period for employees with 10 or more years of UMDNJ/Rutgers service. If the employee chooses not to accept the vacancy offered, the employee may opt to be placed on the recall list.
- c. Third, if a vacancy pursuant to “a” or “b” above is not available, the employee will be offered the opportunity to fill a vacancy in the employee’s current title at any prison, or if no such vacancy exists, will be offered the opportunity to fill a vacancy in the employee’s immediate prior title at any prison. No probationary period for employees with 10 or more years of UMDNJ/Rutgers service. If the employee opts not to fill a vacancy offered under this section, the employee may opt to be placed on the recall list or to proceed to “d” below.
- d. Fourth, if the employee is not placed in a vacancy pursuant to “a”, “b” or “c” above, the employee may bump the least senior employee in his/her current title within the same prison. If an employee opts not to exercise his/her bumping rights under this section, the employee may opt to be placed on the recall list. If the employee is unable to bump under this section, the employee may exercise rights under “e” below. Ninety-day probationary period, with a possible ninety-day extension, if the employee has less than 10 years of UMDNJ/Rutgers service.
- e. Fifth, if the opportunity to bump is not available pursuant to “d” above, the employee may bump the least senior employee in his/her current title within

## TENTATIVE AGREEMENT

his/her region. If an employee opts not to exercise his/her bumping rights under this section, the employee may opt to be placed on the recall list. Ninety-day probationary period, with a possible ninety-day extension, if the employee has less than 10 years of UMDNJ/Rutgers service.

- f. Sixth, if the opportunity to bump is not available pursuant to “e” above, the employee may bump the least senior employee in the employee’s immediate prior title in his/her region. If the employee opts not to exercise his/her bumping rights under this section, the employee may opt to be placed on the recall list. No probationary period for employees with 10 or more years of UMDNJ/Rutgers service.

### F. Successorship

The University shall notify the Union at least thirty (30) days in advance of any takeover, sale, assignment, transfer, merger, consolidation or other change of ownership. The University agrees to provide the union with relevant information sought by the Union for the purpose of adequately representing the membership.

#### On behalf of Teamsters

Signed by:

Maria S. Perez

A4645DBF78FB461

Dated: 04/17/2025

Signed by:

Amy Lewis

246BF5E843974B0

Dated: 04/17/2025

Signed by:

Eduardo Herrera

C5D4CB0D1BDE4B3

Dated: 04/17/2025

Signed by:

Russell Crews

83F89A59A7944AC

Dated: 04/17/2025

#### On behalf of Rutgers

Signed by:

[Signature]

16BA1B8977D3431

Dated: 04/17/2025

Dated:

Dated:

# TENTATIVE AGREEMENT

## Article 12 – Staff Benefits

### A. Health and Retirement Benefits<sup>1</sup>

All members of the unit who are eligible for the State's health insurance pension/life insurance benefits shall be provided with these benefits on the same basis and to the same extent provided to all State staff whose contracts expired June 30, 2011. Should negotiations or legislative action change these benefits for State staff during the life of this contract, the benefits for eligible members of the unit shall change accordingly. If the State should notify the University that they will not cover part-time (less than 35 hr. per week) staff members, the University will not continue such coverage.

### B. Staff Protection

The University agrees to continue its policy of maintaining appropriate insurance to cover all damages, losses or expenses arising whenever any civil action has been or shall be brought against a staff member for any act or omission arising out of and in the course of the performance of the duties of such staff member.

### C. Uniforms

Effective July 1, ~~2014~~, 2024, the annual uniform allowance for all staff required to wear uniforms, but not provided with uniforms by the University will be \$500 for full time staff, which amount will be pro- rated for part time staff.

Effective July 1, ~~2015~~, 2025, the annual uniform allowance for all staff required to wear uniforms, but not provided with uniforms by the University will be \$500 for full time staff, and \$250 for part time staff

Effective July 1, ~~2016~~, 2026, the annual uniform allowance for all staff required to wear uniforms, but not provided with uniforms by the University will be \$500 for full time staff, and \$250 for part time staff.

Effective July 1, ~~2017~~, 2027, the annual uniform allowance for all staff required to wear uniforms, but not provided with uniforms by the University will be \$500 for full time

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<sup>1</sup> Should the University negotiate a reduction in Chapter 78 contributions, the Union may request to reopen negotiations regarding said reduction in contributions.

## TENTATIVE AGREEMENT

staff, and \$250 for part time staff.

In order to be eligible to receive the Uniform Allowance, the employee must have successfully completed at least ~~90~~ **180** days of probation prior to July 1st of each year.

**The uniform allowance shall be paid to all eligible staff by the end of each calendar year.**

### D. Physical Examination

If necessary, the University will provide to each member of the bargaining unit a physical examination at the time of employment. Thereafter, an examination will be provided if required by the appropriate accrediting authority, by the University or by statute.

### E. Tuition

#### Tuition Reimbursement:

The University shall provide tuition reimbursement up to a maximum three thousand one hundred twenty dollars (\$3,120) in a calendar year per Rutgers' policy. After June 30, 2020, employees covered by this collective negotiations agreement shall no longer be eligible to receive tuition reimbursement; except

that at the discretion of the department, employees who are required to obtain continuing education units as part of their job requirements may be reimbursed for continuing education units.

#### Tuition Remission:

Effective Fall Semester 2014, dependent children of Local 97 unit members shall be eligible for tuition remission in accordance with the provisions of Rutgers' Policy 60.2.1.B, C, and D.

Effective July 1, 2020, regularly appointed employees who are appointed on a full-time basis as of the first day of class for the semester in which tuition remission is sought may qualify for tuition remission for themselves as set forth in, the University's Educational Benefits policy in Section 60.2.1 of the University Policy Library so long as employees comply with all administrative and academic requirements.

### F. Dental Care Program

## TENTATIVE AGREEMENT

The State administered Dental Care Program shall be the provider of dental benefits during the period of this Agreement. Such benefits shall be provided to all eligible employees and their eligible dependents.

### G. Temporary Disability Plan

Staff are covered by the State of New Jersey Temporary Disability Plan. It is a shared cost plan which provides payments to staff who are unable to work as a result of non-work connected illness or injury and have exhausted their accumulated sick leave.

### H. Prescription Drug Program

The State Administered Prescription Drug Program shall be continued in keeping with the legislative appropriation.

### I. Parking

Beginning July 1, 1993 and for every fiscal year until a successor agreement is concluded, the parking fee for all bargaining unit members will be equal to 0.5% (one half of one percent) of the base salary as of the last pay period of the previous fiscal year. All staff hired during any fiscal year shall pay prorated fee for the remainder of the fiscal year based on their salary at time of hire.

### J. Direct Deposit

All employees shall be eligible for Direct Deposit.

Employees must enroll in Direct Deposit by completing the Direct Deposit Authorization form in Employee Self-Service.

For those employees who are unable to participate in Direct Deposit, if it is deemed operationally feasible, the University shall provide employees with an alternative electronic payment such as a payroll card in lieu of a hardcopy paycheck.

**On behalf of Teamsters**

Signed by:

*Maria S. Perez*

Dated: 04/17/2025

Signed by:

*Amy Lewis*

Dated: 04/17/2025

**On behalf of Rutgers**

Signed by:

*[Signature]*

Dated: 04/17/2025

Dated:

TENTATIVE AGREEMENT

Signed by:

Eduardo Herrera

C5D4CB90150E54B3

Dated: 04/17/2025

Dated:

Signed by:

Russell Crews

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04/17/2025

## TENTATIVE AGREEMENT

### Article 15 – Leaves of Absence

#### A. Sick Pay and Leaves of Absence

Sick pay and leaves of absence shall be in accordance with University Policies. A leave of absence is defined as: an unpaid absence from work for a continuous and specific period of time with the consent of the Department Head and with the understanding that the staff member will return to work at the conclusion of the leave.

#### B. Sick Leave

Sick leave is defined as a necessary period of absence because of the employee's own illness or for exposure of the employee to contagious disease.

Sick time may also be used for pre-planned medical 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. Sick time can be used in increments of one hour or more.

The meaning of sick leave may also be extended 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. 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.

The meaning of sick leave shall also be extended to include the following Special Circumstances:

##### 1. Emergency Attendance.

Employee's emergency attendance on a member of the employee's family (mother, father, spouse, domestic partner,

## TENTATIVE AGREEMENT

child, step child, foster child, grandchild, sister, brother, grandmother, grandfather) who is seriously ill.

### 2. Medically Certified Care.

Employee's attendance upon the employee's seriously ill family member (as defined above) at a hospital, health care facility, or at home, or the employee's

transport of the employee's seriously ill family member to medical treatment, when properly certified by a Health Care Provider on the form supplied by the university. Use of sick leave will not be permitted where the employee has failed to provide the certified form.

Medically certified care does not cover such situations as illness not defined as seriously ill, matters unrelated to medical needs, baby-sitting, running errands, and/or running a business for the family member while he/she is ill.

**In addition, an employee may use 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.**

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

Full-time employees shall accrue fifteen (15) days of sick leave in each fiscal year at the rate of one and one fourth (1-1/4) days per month. During the first year of employment, employees will earn sick leave at the rate of one (1) day per month of service except that employees appointed on July 1 will earn sick leave at the rate of one and one fourth (1-1/4) days per month.

Regularly appointed part-time staff employees accrue sick leave on the same basis as full-time employees except that such accrual shall be prorated according to the percentage of time appointed. For example, a 50% time employee earns seven and one-half (7.5) full-time days by the end of the fiscal year (fifteen (15) full-time days at 50% equals seven and one-half (7.5) full-time days.)

Unused sick leave is cumulative.

### C. Bereavement Leave

An employee who is absent from work due to death in the

## TENTATIVE AGREEMENT

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) shall be allowed to be absent with pay for up to three (3) days to attend the funeral or for mourning. Such time must be initiated within seven (7) calendar days from notice of the date of death. If such notification exceeds the date of death by more than seven (7) days, a department may require verification of notification. However, if 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 paid absence to be charged to bereavement leave.

If an employee requests to use available vacation, AL, ML, and/or PH time to extend the bereavement leave, it will not be unreasonably denied.

### **D. Federal Family Medical Leave, New Jersey Family Leave, New Jersey Safe Act**

~~Notwithstanding any other provisions in this agreement or in University policies, if an employee is eligible, as set forth by Federal or State statute, and takes a~~

~~leave of absence under the Federal Family and Medical Leave Act (FMLA), the New Jersey Family Leave Act (NJFLA), or the New Jersey SAFE Act, all paid time off used (including, if applicable, sick time or sick leave) shall run concurrent with the leave permitted by statute.~~

~~If an employee exhausts applicable accrued paid time off (or, if the employee does not have paid time off accruals to charge concurrently with an approved leave), the remaining statutory leave time shall be unpaid.~~

### **Leave for an employee's own serious health condition:**

~~If an employee is approved for medical leave for his/her own serious health condition, accrued sick time must be used first. The employee at his/her option may substitute~~

## TENTATIVE AGREEMENT

any other available accrued paid time after exhausting sick time or continue leave without pay.

Notwithstanding University Policy, 60.9.20, for employees who are approved for a leave for their own serious health condition, the maximum leave permitted under the FMLA is twelve weeks.

Employees who are unable to perform the duties of their job because of the employee's own illness or injury and who have either exhausted the above referenced statutory leave entitlements or are not eligible for such statutory leaves, may submit a request for a reasonable accommodation under the Americans with Disabilities Act (ADA) and the New Jersey Law Against Discrimination (NJLAD). If leave is approved as an accommodation under the ADA and NJLAD, any remaining paid time off shall run concurrent with said leave.

### Leave to care for a family member:

If an employee is approved for leave to care for a family member with a serious health condition or to care for and bond with a child after birth, adoption or placement in foster care, all applicable accrued paid time off (vacation, administrative leave, personal holidays and up to 15 days of sick leave to care for a family member) must be used before unpaid leave. The only exception is if an employee is eligible and applies for New Jersey Family Leave Insurance. In that instance, up to two (2) weeks of accrued paid time off must be used.

For employees who are approved for leave to care for a family member, the maximum leave permitted under the FMLA and/or NJFLA is twelve weeks.

### Leave under the New Jersey SAFE Act:

If an employee is approved for leave under the New Jersey SAFE Act, and such leave does not otherwise qualify for a leave of absence under the FMLA or

NJFLA, the employee must use accrued sick time for the first 40 hours of such leave (or, if the employee has less than 40 hours of accrued sick time available, the employee must use all accrued sick time), followed by any accrued vacation, administrative leave or personal holidays.

## TENTATIVE AGREEMENT

For employees who are approved for leave under the New Jersey Safe Act, the maximum leave permitted under the Act is twenty days.

### **D. Leave for an employee's own serious health condition:**

#### **1. Employees Receiving Temporary Disability Insurance ("TDI") Benefits (non-SAFE Act)**

**The following provisions apply to employees who are unable to work due to their own non-SAFE Act serious health condition who will be receiving TDI benefits for any part of an approved medical leave that otherwise would be unpaid:**

**An employee who will be receiving TDI benefits during an approved medical leave under the Family and Medical Leave Act ("FMLA") for their own serious health condition will be required to utilize two weeks of accrued sick time, if available, before receiving TDI benefits, except that the employee may reserve (and will not be required to use) the equivalent of up to one week's worth (5 days) of sick time.**

**An employee who remains unable to perform the job duties of their position due to their own serious health condition after exhausting their leave entitlement (or being deemed ineligible for leave) under the FMLA may either: (i) elect to take or extend a leave of absence, as applicable, by using any remaining accrued sick time, provided that the employee is not also receiving TDI benefits for the same period and submits a medical certification substantiating the need for such absence, or (ii) request an unpaid leave of absence as a disability or pregnancy-related accommodation via OneSource or the Office of Employment Equity.**

**Should the employee request an unpaid leave of absence as a disability or pregnancy-related accommodation, while such request is pending and during the pendency of any unpaid leave approved as an accommodation, the employee may use any remaining TDI benefits, or, if not receiving TDI benefits, the employee must charge any remaining accrued sick time and then may elect to use any other accrued paid time off for the duration of the otherwise unpaid leave.**

#### **2. Employees Not Receiving TDI Benefits (non- SAFE Act)**

**The following provisions apply to employees who are unable to work due to their own serious health condition who will not be receiving TDI benefits (either due to ineligibility or because they do not elect to do so) for any part of an approved non-SAFE Act medical leave that otherwise would be unpaid:**

**An employee on approved medical leave for their own serious health**

## TENTATIVE AGREEMENT

condition under the FMLA must use all accrued sick time concurrent with the approved FMLA leave. Once the employee's accrued sick time is exhausted, the employee may elect to use any other accrued paid time off concurrently for the duration of the FMLA leave.

If the employee exhausts their leave entitlement under the FMLA (or is not eligible for FMLA leave) and is unable to perform their job duties because of their own serious health condition, the employee may elect to take or extend a leave of absence, as applicable, by using any remaining accrued sick time, provided that the employee submits a medical certification substantiating their need for such absence due to their own serious health condition.

An employee who remains unable to perform the job duties of their position due to their own serious health condition after exhausting their leave entitlement (or being deemed ineligible for leave) under the FMLA and after using all accrued sick time may request an unpaid leave of absence as a disability or pregnancy-related accommodation via OneSource or the Office of Employment Equity. While such request is pending and during the pendency of any unpaid leave approved as an accommodation, the employee may elect to use any other accrued paid time off for the duration of the otherwise unpaid leave.

### 3. Leave to care for a family member/bond with a child (non- SAFE Act):

If an employee is approved for a leave of absence to care for a family member with a serious health condition or to care for and bond with a child after birth, adoption or placement in foster care under the NJFLA or FMLA, the employee must charge accrued sick time or sick leave, as available, concurrent with such leave, unless the employee is or will be receiving Family Leave Insurance ("FLI") benefits for the same period, in which case sick time and sick leave may not be charged concurrently with the approved leave of absence. An employee who exhausts their sick time and/or sick leave before the end of the approved leave may elect to use any other accrued paid time off concurrently for the duration of the leave, provided they are not receiving FLI benefits for the same period.

### 4. Leave under the New Jersey SAFE Act:

If an employee is approved for an unpaid leave of absence under the New Jersey SAFE Act, the employee may elect to use accrued sick time for such leave, as available, unless the employee is or will be receiving TDI or FLI benefits during the approved leave. An employee who exhausts their sick time before the end of the approved leave may elect to use any other applicable accrued paid time off

## TENTATIVE AGREEMENT

concurrently for the duration of the leave, provided they are not receiving TDI or FLI benefits for the same period.

If an employee is or will be receiving TDI benefits during the approved leave, the employee may elect to use accrued sick time before receiving TDI benefits.

If the employee is or will be receiving FLI benefits during the approved leave, the employee may elect to use applicable paid time off during their leave before receiving FLI benefits.

### E. Military Leave

Military leave will be governed by University Policy 60.1.21, "Military Leave – Staff" and applicable State and Federal Statute. Staff request for military leave will be governed by applicable State and Federal Statute.

### F. Jury Duty

1. A staff member covered by this Agreement shall be granted necessary time off without loss of pay when he/she is summoned and performs jury duty as prescribed by applicable law.
2. In no case will Jury Duty be granted or credited for more than the standard work day or work week for the staff member's position. The staff member shall notify management immediately of his requirement for this leave, and subsequently furnish evidence that he performed the duty for which the leave was requested.

### G. Leave of Absence Due to Injury

1. Any staff member in this bargaining unit who becomes disabled because of a job-related injury shall if approved by Risk and Claims Management be granted a leave of absence. Payment during such leave will be made in accordance with the New Jersey Worker's Compensation Act, except that in cases where the physical injury arises in and out of the course of the performance of assigned job duties and functions, payment will be seventy per cent (70%) of salary.
2. If not approved by Risk and Claims Management application may be made to use sick leave, if available and then application may be made for a medical leave of absence under University Policy.

## TENTATIVE AGREEMENT

### H. Marriage

A regular staff member will be granted up to two (2) weeks leave of absence without pay when requested for their marriage.

### I. Personal

In certain circumstances staff may be permitted to take unpaid leaves of absence from their positions with the University. Leaves of absence may be applied for and are available to permanent full-time and part-time staff working more than twenty (20) hours per week provided they have completed six months of continuous service. Requests for leave of absence, the reasons for the leave and duration must be submitted in writing to the staff member's supervisor along with any supporting documentation at least two weeks prior to the requested starting date of the leave except in the case of a bona fide emergency. The maximum length of unpaid leaves are:

Types of Leave maximum length:

- Personal Leave 1 month
- Education 6 months in any calendar year
- Military In accordance with Federal Law

### J. Return from Leaves

A staff member timely returning from a leave of absence without pay will be returned to work without diminution of salary or other tangible benefits, except as otherwise provided in this Agreement, and in the same or equivalent job classification.

#### On behalf of Teamsters

Signed by:

*Maria S. Perez*

A4045D8F78FB401

Dated: 04/17/2025

Signed by:

*Amy Lewis*

246BFEB42574DD

Dated: 04/17/2025

Signed by:

*Eduardo Herrera*

C5D4CB021BDF4B3

Dated: 04/17/2025

Signed by:

*Russell Crews*

83F89A59A7044AC

04/17/2025

#### On behalf of Rutgers

Signed by:

*[Signature]*

10BA1B0977D3431

Dated: 04/17/2025

Dated:

Dated:

## TENTATIVE AGREEMENT

### Article 23 - Terms of Agreement, Successor Agreement and Negotiations Procedures

#### A. Term of Agreement

This agreement shall become effective on the date when the Union presents written certification of proper ratification to the University and shall remain in full force and effect from **July 1, 2024 to June 30, 2028**. The certification shall be effective if delivered to the University within thirty (30) days of the signing of the Agreement.

#### B. Successor Agreement

The Agreement shall be renewed from year to year thereafter unless either party shall give written notice of its desire to terminate, modify or amend the Agreement. Such notice shall be by certified mail prior to October 1, 2017<sup>27</sup> or October 1, of any succeeding year for which the Agreement has been renewed. The parties agree to enter into collective negotiations concerning a successor Agreement to become effective on or after **July 1, 2028**, subject to the provisions above.

#### C. Negotiations Procedures

1. The parties also agree to negotiate in good faith on all matters properly presented for negotiations. Should an impasse develop, the procedures available under law shall be utilized exclusively in an orderly manner in an effort to resolve such impasse.
2. For the purpose of giving notice as provided in this Article, the University may be notified through the **Senior Vice President for Human Resources and Organizational Effectiveness Vice President for University Labor Relations** or his/her designee, **57 US Highway 1 South Office of University Labor Relations, 335 George Street – Suite 2200**, New Brunswick, New Jersey 08901, and the Union through IBT Local 97, **136 Central Avenue, Clark, NJ 07066**.

#### On behalf of Teamsters

Signed by:

*Maria S. Perez*

Dated: 04/17/2025

#### On behalf of Rutgers

Signed by:

*[Signature]*

Dated: 04/17/2025

TENTATIVE AGREEMENT

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Signed by:  
*Amy Lewis*  
246BFE5D43574DD  
Dated: 04/17/2025  
Signed by:  
*Eduardo Herrera*  
C5D4CB0D1BDE4B3  
Dated: 04/17/2025  
Signed by:  
*Russell Crews*  
83F89A59A7944AC  
04/17/2025

Dated:  
  
Dated: