

University August 31, 2021 response (changes shown in yellow highlighting) to Local 97 August 26, 2021 Response to University August 26, 2021 Proposal – additions shown in underline and deletions shown in strikethrough

MEMORANDUM OF AGREEMENT BETWEEN RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY AND TEAMSTERS LOCAL 97 RELATED TO THE EXTENSION OF THE CURRENT COLLECTIVE NEGOTIATIONS AGREEMENT.

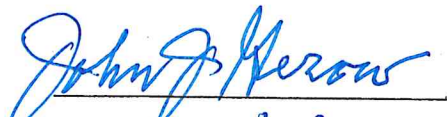
Rutgers, The State University of New Jersey (“University”), and Teamsters Local 97 (“Local 97”) hereby agree as follows to this Memorandum of Agreement related to the extension of the collective negotiations agreement between the University and Local 97 for the period from July 1, 2018 to June 30, 2022 (hereinafter referred to as the “Local 97 CNA” and as the “2018 CNA”):

1. The University and Local 97 desire to re-open and amend certain provisions in the 2018 CNA and extend the terms of the 2018 CNA.
2. The University and Local 97 further desire to re-open and amend certain provisions in the July 1, 2020 Memorandum of Agreement Between Rutgers, The State University of New Jersey and Teamsters Local 97 related to the Invocation of the “Subject To” Language by the University (“2020 FEMOA”).
3. The University and Local 97 agree to amend Article 23 (Terms of Agreement, Successor Agreement and Negotiations Procedures) of the Local 97 CNA to replace: (a) the words “June 30, 2022” in Paragraph (A) with the words “June 30, 2024”; and (b) the words “July 1, 2022” in Paragraph (B) with the words “July 1, 2024.”
4. The heading for Article 7, Paragraph (E) of the Local 97 CNA, which states “Salary Program July 1, 2018 – June 30, 2022,” shall be replaced with the phrase, “Salary Program July 1, 2018 – June 30, 2024.”
5. Article 7, Paragraph (E), line 1 of the Local 97 CNA shall be revised to replace the words “June 30, 2022” with the words “June 30, 2024.”
6. Article 7, ~~The paragraph not the heading in~~ Paragraph (E)(3) of the Local 97 CNA shall be deleted and replaced with the following language: “Effective July 1, 2020 - There shall be no Across-the-Board increase this Fiscal Year and there also shall be no increases to base salary during this Fiscal Year.”
7. Article 7, Paragraph (E)(4) of the Local 97 CNA shall be deleted and replaced with the following language: “Effective July 1, 2021 - 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 July 1, 2020 and continue to be on the payroll in a Teamsters Local 97 unit position on the payment date of the increase.”¹
8. Add a Paragraph (E)(5) to Article 7 of the Local 97 CNA (after the language referenced above in Paragraph 6 of this Memorandum of Agreement) which states the following: “Effective March 1, 2022 - 2.5% 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

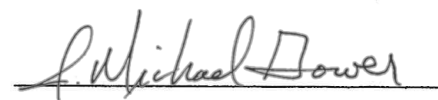
¹ As has been the past practice between the parties, the actual “payment date” of any increase provided for in this Memorandum of Agreement shall be communicated by the University to Local 97 following execution and ratification of this Memorandum of Agreement. The University will make its best efforts to implement the increases provided for herein, including any retroactivity, as quickly as possible. With regard to increases for which the effective date of the increase already has passed, the University will pay such increases, and any related retroactivity, within thirteen (13) weeks of ratification of this Memorandum of Agreement.

- on July 1, 2021 and continue to be on the payroll in a Teamsters Local 97 unit position on the payment date of the increase.”
9. Add a Paragraph (E)(6) to Article 7 of the Local 97 CNA which states the following: “Effective January 1, 2023 - ~~2.0%~~ 2.25% 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 December 31, 2022 and continue to be on the payroll in a Teamsters Local 97 unit position on the payment date of the increase.”
 10. Add a Paragraph (E)(7) to Article 7 of the Local 97 CNA which states the following: “Effective July 1, 2023 - ~~2.0%~~ 2.25% 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, 2023 and continue to be on the payroll in a Teamsters Local 97 unit position on the payment date of the increase.”
 11. The line in Article 7 of the Local 97 CNA, which states that the “Contract expires June 30, 2022” shall be replaced with the sentence, “Contract expires June 30, 2024,” and shall be moved after the new Paragraph (E)(7) of Article 7. The four paragraphs in the Local 97 CNA after this sentence but before the “Shift Differential” section shall remain and also be placed after the new Paragraph (E)(7) of Article 7 except that the paragraph referring to retirees shall be replaced with: Retirees who separate from service after July 1, 2014~~2018~~ 2021, but prior to the payment of the deferred ~~retroactive July 1, 2020~~ wage increase (retroactive to July 1, 2021) shall receive retroactive pay.
 12. The parties agree to make all other necessary changes to the 2018 CNA to be consistent with the new duration. All other Articles of the 2018 CNA shall remain unchanged. Terms of the 2018 CNA not amended by this Memorandum of Agreement shall continue unchanged.
 13. The terms of this Memorandum of Agreement shall replace and supersede Paragraphs 3 through 5 of the 2020 FEMOA.
 14. The University agrees not to invoke the “subject to” language in the preface of Article 7, Paragraph (E) of the Local 97 CNA in Fiscal Years 2021– 2022 (July 1, 2021 through June 30, 2022) and, 2023 (July 1, 2022 through June 30, 2023), and 2024 (July 1, 2023 through June 30, 2024).
 15. Further, the University agrees to no layoffs of Local 97 negotiations unit members through January 1, 2022. This provision shall not apply to positions in Auxiliary Services, to positions for which there is a lack of work, and to positions that are, in whole or in part, externally funded through contract and/or grant funding (including, but not limited to, contracts funded by the State of New Jersey).

For Local 97


Date: 9/9/21

For Rutgers University


Date: September 9, 2021