

1-0003

06 11

7-  
6-00 AGREEMENT

This Agreement, made and entered into this 2nd day June, 1971 by and between RUTGERS UNIVERSITY (hereinafter called "Rutgers") and INTERNATIONAL UNION OF OPERATING ENGINEERS - AFL-CIO and its LOCAL UNION STATIONARY LOCALS 68-68A (hereinafter called the "Union").

THIS BOOK DOES NOT CALCULATE

ARTICLE I---PURPOSE

Rutgers and the Union have entered into this Agreement for the purpose of establishing conditions under which employees, as hereinafter defined, shall be employed to work for Rutgers and procedures for the presentation and resolution of grievances, and to regulate the mutual relations among themselves with the view of promoting and insuring harmonious relations, cooperation and understanding between Rutgers and its employees.

ARTICLE II---RECOGNITION

1. Rutgers recognizes the Union as the elected exclusive representative for collective negotiations concerning the terms and conditions of employment of its employees as herein defined.
2. The terms "employee" and "employees" as used herein shall include all full-time salaried employees, employed as operating engineers, stationary firemen and apprentice engineers in the Department of Physical Plant by Rutgers in the State of New Jersey, but excluding the chief engineer, all probationary employees, supervisors, employees in the jurisdiction of other unions now recognized by Rutgers, and all other employees of Rutgers.

### ARTICLE III---DEDUCTION OF UNION DUES

Rutgers agrees to deduct from the first paycheck of each calendar month the monthly Union dues of each employee, as defined herein, who furnishes a voluntary written authorization for such deduction, on a form acceptable to Rutgers. Each employee may cancel such written authorization giving written notice to such cancellation to Rutgers and the Union only between December 15 and December 31 of any year effective January 1 of the ensuing year. The amount of monthly Union dues to be deducted by Rutgers from the employee's first pay check of each calendar month shall be in such an amount as may be certified to Rutgers by the Union, from time to time, and at least thirty (30) days prior to the date on which deduction of Union dues is to be made. Deductions of Union dues made pursuant hereto shall be remitted by Rutgers to the Union at the end of the calendar month in which such deductions are made together with a list of the names of employees from whose pay such deductions were made.

### ARTICLE IV---UNION REPRESENTATIVES

1. Authorized representatives of the Union, who are not employees of Rutgers, shall be admitted to the premises of Rutgers. At the time of entering the premises of Rutgers the Union representatives shall make their presence and destination known to the Division of Personnel Services or the Department Head or his representative responsible for the area to be visited.

2. Rutgers agrees to recognize one steward to be selected by the Union for each of the following campuses: University Heights, College Avenue,

Newark, Camden. The Union agrees to give Rutgers written notice of the names of the stewards and their respective areas of responsibility.

A steward shall not leave his work without first obtaining the permission of his immediate supervisor, which permission shall not be unreasonably withheld.

#### ARTICLE V---GRIEVANCE PROCEDURE

1 A grievance is defined as any difference or dispute concerning the interpretation, application or claimed violation of any provisions of this Agreement, or of any Rutgers policy or any administrative decision relating to wages, hours or other terms or conditions of employment of the employees, as defined herein.

2. Any grievance of an employee, or of the Union, shall be handled in the following manner:

Step 1 - An employee having a grievance shall present it in the first instance to his immediate supervisor within ten (10) working days after the occurrence of the event out of which the grievance arises. If the employee so requests, his steward shall be present.

Step 2 - If the employee or the Union is not satisfied, the grievance shall be put in writing, signed by the employee and presented to the employee's immediate supervisor within one (1) working day after the discussion of the grievance with the employee's immediate supervisor or the decision of the employee's immediate supervisor, whichever the employee or the Union elect to follow. The employee's immediate supervisor shall, within three (3)

working days thereafter, give his written answer to the employee and to the employee's steward. The employee or his steward shall forward the written grievance and written answer to the employee's next level of authority within three (3) working days. For the purpose of this grievance procedure the "employee's next level of authority" shall be considered the chief engineer. Copies of the written grievance shall be forwarded to the Rutgers Division of Personnel Services and to the Local Union. The chief engineer shall, within five (5) working days of the receipt of the written grievance, arrange a meeting with the employee and a Local Union Official. The chief engineer shall give to the employee and the Local Union his written answer to the written grievance within three (3) working days after the date of such meeting.

Step 3 - If the Union is not satisfied with the written answer of the chief engineer, the Union shall, within three (3) working days following the date of the written answer of the employee's chief engineer, submit to the Division of Personnel Services a written request for a meeting between a representative of the Division of Personnel Services and a Local Union Official. Such meeting shall occur at a mutually agreeable time and place not later than five (5) working days after the written request for such discussion. The employee shall be entitled to be present at such meeting. The representative of the Division of Personnel Services shall give his written decision to the Union within five (5) working days after such discussion takes place, or within such additional period of time that may be mutually agreed upon. A general grievance may be presented by the Union at Step 3.

Step 4 - If the Union is not satisfied with the written decision of the representative of the Division of Personnel Services, the Union shall, within five (5) working days after the written decision of the representative

of the Division of Personnel Services, submit to the Division of Personnel Services a written request for a meeting between a representative of the Local Union and the Vice President and Treasurer of Rutgers or his representative. Such a meeting shall occur at a mutually convenient time and place not later than five (5) working days after the written request for the meeting. The employee shall be entitled to be present at such meeting. The Vice President and Treasurer or his representative shall submit a written decision to the Union on the grievance within five (5) working days after the date of such meeting, or within such additional period of time that may be mutually agreed upon. The representative of the Local Union shall be entitled to submit to the Vice President and Treasurer or his representative the Union's position with respect to the written decision on the grievance within five (5) working days after such written decision has been submitted.

Step 5 - If the Union is not satisfied with the written decision of the Vice President and Treasurer of Rutgers, or his representative, the Union shall, within ten (10) working days after the receipt of the written decision of the Vice President and Treasurer of Rutgers, or his representative, submit to the Division of Personnel Services a written request to refer the grievance to fact finding before a designee of Rutgers; a designee of the Union and a third individual to be designated jointly by Rutgers and the Union. Each party shall be responsible for the costs and expenses of their respective designees; and each party shall pay one-half of the other costs and expenses of the fact finding process, including the fee of the third fact finder.

3. Saturdays, Sundays and holidays shall not be considered working

days in computing the time limits provided for above. Any written decision or written answer to a grievance made at any step which is not appealed to the succeeding step within the time limits provided, or such additional period of time as may be mutually agreed upon in writing, shall be considered a final settlement and such settlement shall be binding upon Rutgers, the Union and the employee or employees involved.

4. An employee shall not lose pay for time spent during his regular working hours at the foregoing steps of the grievance procedure. In the event that it is necessary to require the attendance of other employees, during regular working hours, at the Step 5 meeting of the grievance procedure, such employees shall not lose pay for such time.

#### ARTICLE VI---NON DISCRIMINATION

There shall be no discrimination by Rutgers or the Union against any employee or applicant for employment because of race, creed, color, sex, religion, nationality or membership or nonmembership in the Union.

#### ARTICLE VII---SENIORITY

1. All employees shall be considered as probationary employees for the first ninety (90) days of their employment. Probationary employees may be disciplined or terminated at any time for any reason whatsoever at the sole discretion of Rutgers and they shall not be entitled to utilize the provisions of Article V---Grievance Procedure. Upon completion of such probationary period, their seniority will be dated as of the date of the commencement of their

employment. In the event that two (2) employees commence their employment on the same date in the same seniority unit, their respective seniority shall be determined by alphabetical order of their last names.

2. Seniority for the purpose of this article shall be based upon an employee's continuous length of service in a seniority unit. Seniority units are defined as follows:

- a. Department of Physical Plant - Newark
- b. Department of Physical Plant - Camden
- c. Department of Physical Plant - New Brunswick

3. The Division of Personnel Services shall maintain seniority lists of employees by seniority units, copies of which shall be furnished to the Union. The Division of Personnel Services also shall furnish to the Union copies of the monthly reports reflecting changes in the seniority lists.

4. An employee's seniority shall cease and his employee status shall terminate for any of the following reasons:

- a. Resignation or retirement
- b. Discharge for cause
- c. Continuous layoff for a period exceeding six (6) months
- d. Failure of laid-off employee to report for work either (i) on date specified in written notice of recall mailed seven (7) or more calendar days prior to such date, or (ii) within three (3) working days after date specified in written notice of recall mailed less than seven (7) calendar days prior to such date, unless return to work as herein provided is excused by Rutgers. Written notice of recall to work shall be sent by Rutgers by certified mail, return receipt requested, to the employee's last known address as shown on Rutgers' personnel records.
- e. Failure to report for work for a period of three (3)

consecutive scheduled working days without notification to Rutgers of a justifiable excuse for such absence.

- f. Failure to report back to work immediately upon expiration of vacation, leave of absence or any renewal thereof unless return to work is excused by Rutgers.

5. Employees shall be recalled to work from layoff in order of their seniority in the seniority unit provided that they have the requisite qualifications and ability to perform the work available in such seniority unit.

6. A permanent job opening which is a promotional opportunity in the unit shall be posted on appropriate bulletin boards for a period of five (5) calendar days. Probationary employees are ineligible to bid for permanent job openings.

7. An employee who is permanently transferred to a job in another seniority unit will accumulate seniority in such new seniority unit from the date of such permanent transfer, and, for the purpose of layoff and recall only, shall retain seniority in the seniority unit from which he was transferred for a period of four (4) years from the date of such permanent transfer.

#### ARTICLE VIII---LEAVE OF ABSENCE

1. An employee who is unable to perform the duties of his job title because of illness or injury shall be given a leave of absence without pay. Such leave of absence shall be limited to a period of three (3) months, but shall be renewable for a justifiable reason for additional three (3) months periods, not to exceed a total leave of absence of one year.

2. An employee desiring to continue to work during pregnancy must



furnish her Division Head, Department Head or Section Head with a physician's certificate indicating the expected date of birth of her child and indicating his opinion as to how long she may continue to work. The employee will not be permitted to continue to work beyond the seventh month of pregnancy. The employee may request a maternity leave of absence if she intends to return to work following the birth of her child. Such leave of absence will extend to a date three (3) months beyond the anticipated date of birth of her child. The employee must notify the Division of Personnel Services of her intention to return to work not less than thirty (30) days prior to the expiration of her leave of absence. Upon the expiration of her maternity leave of absence the employee shall be returned to work in a position comparable to the one previously held.

3. Employees on leave of absence shall retain and accumulate seniority during such leaves of absence.

#### ARTICLE IX---MISCELLANEOUS

1. Rutgers shall provide for each seniority unit a bulletin board, space on a bulletin board or space for a bulletin board for posting by Union representatives of notices related to official Union matters. The Union agrees that notices posted on such bulletin boards shall not contain political or controversial material or any material not related to official Union business.

2. Rutgers will furnish one uniform per year, on request. If a uniform is furnished it must be worn.

3. All regular full-time employees originally hired on a full-time voucher basis will have their vacation eligibility computed from their original date of hire.

4. Rutgers may establish and issue reasonable rules and regulations concerning the work to be performed by, and the conduct of, its employees and it shall apply and enforce such rules and regulations fairly and equitably.

#### ARTICLE X---HOLIDAYS

1. The regular paid holidays observed by Rutgers are: New Year's Day, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. When any of the above holidays falls on a Sunday, the following Monday is observed in lieu of the holiday.

In addition, Rutgers shall observe as holidays the day after Thanksgiving, either one full holiday or two half holidays during the Christmas season, and another holiday to be annually determined by Rutgers.

2. An employee who is regularly scheduled to work and who does work on a Saturday on which a holiday (provided for in the University Procedures or in this Agreement) occurs, shall receive time and one-half his regular rate of pay for all hours worked on such Saturday-holiday in lieu of all other compensation for the hours so worked.

#### ARTICLE XI---HOURS OF WORK

1. Work Week. The work week begins at 7:00 A.M. Sunday and runs for seven consecutive days. During this period all regular full-time employees

shall be assigned to work five, 8-hour days in accordance with a rotating shift schedule which allows a minimum of 16 hours between shifts. Any work performed beyond 40 hours in the work week shall be considered overtime work.

2. Call-back Pay. Any employee who is called back to work after he has completed his regular shift and has left his place of work shall be guaranteed a minimum of four (4) hours work or pay in lieu thereof. Such employee shall be required to work all hours, in addition to the four (4) minimum guarantee, which are required by his supervisor.

3. Overtime. Rutgers will make every reasonable effort to provide for an equitable distribution of overtime work among employees in each seniority unit, after taking into consideration the nature of the work to be performed during overtime hours and the qualifications and abilities of the employees in the seniority unit. Any refusal of overtime work shall be recorded as overtime worked by the employee. If, because of refusals to work overtime, there are insufficient number of employees available to perform the overtime work, Rutgers may assign the overtime work to the necessary number of the least senior employees in the seniority unit who have the qualifications and abilities to perform the work.

4. Shift Premium. A shift premium of 13 cents per hour worked shall be paid to any employee who starts work on or after 10:00 P.M. and before 4:00 A.M..

#### ARTICLE XII---UNIVERSITY PROCEDURES

Rutgers and the Union agree that employees shall be entitled to enjoy

all terms and conditions of employment provided for in the University Procedures whether or not provided for herein, provided however that there shall be no duplication or pyramiding of benefits.

#### ARTICLE XIII---SEVERABILITY

Rutgers and the Union understand and agree that all provisions of this Agreement are subject to law. In the event that any provision of this Agreement shall be rendered illegal or invalid under any applicable law, such illegality or invalidity shall effect only the particular provision which shall be deemed of no force and effect, but it shall not effect the remaining provisions of this Agreement.

#### ARTICLE XIV---TERM

This Agreement shall become effective as of July 1, 1971, and shall continue in effect to June 30, 1974. At any time between April 1 and May 30 of each year of this Agreement, the Union, on ten (10) days written notice to Rutgers, may request on one occasion in each such year reopening of discussions with respect to economic terms of employment of employees, specifying in such written notice the particular economic terms of employment of employees on which it is to reopen discussions.

RUTGERS, THE STATE UNIVERSITY

INTERNATIONAL UNION OF OPERATING ENGINEERS

AFL-CIO, STATIONARY LOCALS 68 - 68A

By: 15/ William M. Rosenberg

By: 15/ John J. Hillier

15/ John L. Smith

15/ Thomas J. Daly

15/ Donato Benvenuto

MEMORANDUM OF AGREEMENT

Rutgers and the Operating Engineers agree to the following as a settlement of negotiations under the reopening clause, Article XIV:

1. New overtime and holiday pay policy;
2. Strict enforcement of sick leave procedure;
3. Rain gear for Camden;
4. Normal increments effective July 1, 1972 to be received on anniversary date;
5. Those on seventh step for more than a year will receive eighth step on anniversary date;
6. Improved funding of health benefits as agreed;
7. Added three days administrative leave as agreed;
8. Right to reopen between July 1, 1972 and September, 1972;
9. University will provide new overtime and holiday pay procedure for each man in the unit;
10. Uniform procedures for all locations.

JUNE 30, 1972

For the University:  
/s/ William M. Weinberg  
/s/ Alfred V. Brady

For the Operating Engineers:  
/s/ Edward Skifski  
/s/ Robert Stafford  
/s/ Sam Petresky  
/s/ Donato Benedetto

### Health Benefits

During the term of this Agreement, current coverage of Blue Cross-Blue Shield, including Rider J provisions, and Major Medical shall be continued for eligible employees covered by this Agreement.

Provision will be made to adjust the dependent coverage to provide for 100% of the cost of the Blue Cross-Blue Shield, including Rider J provisions, and 100% of the cost of the current Major Medical coverage as of January 10, 1973.

Administrative rules are established by the Division of Pensions and Rutgers University.

- ADMINISTRATIVE LEAVE

Regularly appointed employees employed prior to July 1, 1972 shall be granted three days administrative leave for the fiscal year 1972-1973 and fiscal year 1973-1974. Employees hired July 1, 1972 or later shall be granted 1/2 day of administrative leave after each full calendar month of service in the first fiscal year of employment to a maximum of three days and shall be granted three days for each fiscal year covered by this agreement.

Administrative Leave shall be granted by Rutgers upon request of the employee and shall be scheduled in advance provided the request can be granted without interference with the proper discharge of the work in the work unit involved.

Administrative Leave may be used for religious observances or days of celebration, personal affairs, business and emergencies. Where there are more requests at one time than can be granted without interfering with the proper conduct of the work unit, priorities in granting such requests shall be: (1) emergencies; (2) observances of religious days or days of celebration, but not holidays; (3) personal business; (4) other personal affairs. If there is still conflict, the matter will be resolved on the basis of seniority within the work unit.

Administrative Leave may be scheduled in units of 1 day or more. Such leave shall not accumulate. Unused balances in any year shall be cancelled.



OVERTIME PROCEDURE

Operating Engineers are eligible to receive overtime pay for authorized hours worked beyond 40 hours per week. Standard work week for computing these hours is 12:01 Saturday through Friday midnight.

Work is compensable by premium overtime after one hour has been worked continuously over and above the hours normally worked daily. Overtime is then recorded from the normal finish time to the actual finish time in units of one-half hour, and compensation is at time and a half. Paid time off, such as vacation, sick leave and holidays, is counted as hours worked in determining the number of hours an employee has worked in a given week. (See examples B,C,D below.)

An eligible employee authorized to work on an observed holiday will earn premium pay in addition to the credit due him for the holiday regardless of the total number of hours worked during the work week. (See D below.)

Example E indicates the difference between an employee who is scheduled and performs work on a holiday, and one who is scheduled but calls in sick. In case (b), sick leave is not charged, but a notation is made that the employee called in sick on a holiday on which he was scheduled to work.

Additional examples of computing overtime are listed in F,G,H,I.

Empl.	Sat.	Sun.	M.	T.	W.	T.	Fri.	Compensable hrs. not worked	Hrs. Act. wkd.	Total Comp. Hrs.	Straight Time	Prem Time
A	8	8	8	H	R	R	8	8(H)	32	40	40	--
B	8	8	8	H/8	R	R	8	8(H)	40	48	40	8
C	8	8	8	H	R/8	R	8	8(H)	40	48	40	8
D	SL	SL	SL	H/8	R	R	V	40(SL&H+V)	8	48	40	8
E (a)	R	8	8	8	8	H/8	R	8	40	48	40	8
(b)	R	8	8	8	8	HSL	R	8	32	40	40	0
F	8	8	8	8/H/R	8/H/R	8	8	16	56	72	40	32
G	R	R	9	SL	SL	SL	TSD	24	9	33	33	0
H	8	8	8	H/R	R	8	8	8	40	48	40	8
I	R	8	8	H/16	8	8	R	8	48	56	40	16

SL-sick leave      H-holiday      V-Vacation      R-Regular day off      TSD-Temporary Salary Dis-  
continuanace