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AGREEMENT

This Agreement, made and entered into this 26th Day of May, 1972 by and between RUTGERS, THE STATE UNIVERSITY (hereinafter called "Rutgers") and AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, and its LOCAL UNION NO. 1761 (hereinafter called the "Union").

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, communications, cooperation and understanding between Rutgers and its employees.

ARTICLE II - RECOGNITION

1. Rutgers recognizes the Union as the sole and exclusive negotiations representative for the terms and conditions of employment of its employees as hereby defined.

2. The terms "employee" and "employees" as used herein shall include all full-time employees, employed in the classification listed under Appendix "A" attached hereto and included herein by reference and made a part of this Agreement, and for employees in such other classifications as the parties hereto may later agree to include; but excluding all probationary employees, confidential employees as agreed previously by Rutgers and the Union, students, casual and temporary employees, faculty, professional employees, supervisors, employees in the jurisdiction of other unions now recognized by Rutgers, and all other employees of Rutgers.

3. All references to employees in this Agreement shall be understood to designate both sexes. Wherever the male gender is used, it is understood to include both male and female employees.

ARTICLE III - UNION SECURITY

Union Security: Rutgers agrees to deduct from the paycheck 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 of 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 Union dues to be deducted by Rutgers from the employee's paycheck shall be in such amount as may be certified to Rutgers by the Union at least thirty (30) days prior to the date on which deduction of Union dues is to be made. Deduction 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 Division Head, or his representative responsible for the area to be visited.

2. Stewards shall be designated in specific, geographic areas not to exceed 35 in number throughout the University. Names of employees selected to act as stewards and their areas of responsibility and the names of other Union representatives who represent employees shall be certified in writing to Rutgers by the local union.

3. Stewards shall be granted a reasonable amount of time during their regular working hours, without loss of pay, to interview an employee who has a grievance and to discuss the grievance with the employee's immediate supervisor. The Union President (or in his absence, any one of the three Union Campus Vice Presidents) shall be granted a reasonable amount of time during his regular working hours, without loss of pay, to present, discuss and adjust grievances with Rutgers, provided such officer is an employee of Rutgers. Neither a steward nor a union officer shall leave his work without first obtaining the permission of his immediate supervisor, which permission shall not be unreasonably withheld.

4. The Union may have ten (10) members, who are in the bargaining unit covered by this Agreement, on the contract negotiating committee and six (6) members on the economic re-opener. Rutgers agrees that these members shall not lose pay for time spent during their regular working hours while serving in such capacity.

ARTICLE V - GRIEVANCE PROCEDURE

1. A grievance is defined as any difference or dispute concerning the interpretation, application or claimed violation of any provision 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

- a. 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 or knowledge thereof out of which the grievance arises. If the employee so requests, his steward shall be present. The immediate supervisor shall attempt to adjust the grievance and shall give his answer to the employee and the steward (if the steward accompanied the employee at the presentation of the grievance) as promptly

as possible but not later than within two (2) working days after the presentation of the grievance.

- b. If the employee or the Union is not satisfied, the grievance shall be reduced to writing, signed by the employee and presented to the employee's immediate supervisor as promptly as possible but not later than within two (2) working days after the answer to the grievance by the employee's immediate supervisor. The employee's immediate supervisor shall, within two (2) working days of receipt of the written grievance, give his written answer to the employee and to the employee's steward.

Step 2

The employee or his steward shall forward the written grievance and written answer to the employee's next level of authority within two (2) working days after receipt of the written answer. Copies of the written grievance shall be forwarded to the Rutgers Division of Personnel Services and to the President of the Union. The next level of authority shall within five (5) working days of the receipt of the written grievance, arrange a meeting with the employee and a Union officer. The steward, when necessary, may also attend this meeting. The next level of authority shall give to the employee and the President of the Union his written answer to the written grievance within three (3) working days after the date of such meeting.

Step 3

If the employee or the Union is not satisfied with the written answer of the employee's next level of authority, the Union shall within three (3) working days following the date of the written answer of the employee's next level of authority, submit to the Division of Personnel Services a written request for a meeting between a representative of the Division of Personnel Services and a representative of the Union. Such meeting shall occur at a mutually agreeable time and place not later than five (5) working days after receipt of the written request for such discussion.

The employee shall be entitled to be present at such meeting. The steward, when necessary, may also attend this meeting. The representative of the Division of Personnel Services shall give his written decision to the employee and 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, one that may affect all or a group of employees, may be presented by the Union at Step 3.

Step 4

If the Union is not satisfied with the written decision of the re-

representative of the Division of Personnel Services, the Union shall within five (5) working days after the receipt of 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 Union, the International Union and an appropriate representative of Rutgers. Such a meeting shall occur at a mutually convenient time and place not later than five (5) working days after the receipt of the written request for the meeting. The employee shall be entitled to be present at such meeting. The representative of Rutgers shall submit a written decision to the Union, with a copy to the employee, 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 International Union shall be entitled to submit to the Rutgers 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 decision of the Rutgers representative, the Union shall within ten (10) working days after the receipt of the written decision of the Rutgers 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.

Rutgers and the Union agree that the neutral fact finder to be chosen jointly shall come from an agreed list of the following five (5) fact finders: Allan Weisenfeld, Walter Garshenfeld, Eva Robbins, Phillip Shaak and Ronald Haughton. If after five (5) working days from receipt of the request for fact finding, there is no mutual agreement on the choice of the fact finder from the agreed list, then the name of the fact finder is to be drawn by lot from the list of five (5) agreed fact finders. If none of the fact finders are available, then the parties will petition the American Arbitration Association to provide a list of ad hoc fact finders from its panel of experts in public disputes settlements from which a fact finder may be selected in accordance with the rules and procedures of the American Arbitration Association.

Each party shall be responsible for the costs and expenses of its 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. No fact finder functioning under the provisions of this grievance procedure shall have the power to amend, modify, or delete any provision of this Agreement.

4. 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.

5. An employee shall not lose pay for the 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.

6. In the event of the discharge for cause of any employee, Rutgers shall promptly give written notice of the discharge to the employee's steward and attempt to give telephone notice to the President of the Union or to the Vice President of the Union responsible for the campus on which the discharged employee had been employed.

7. Rutgers and the Union agree to process a grievance over a discharge in an expeditious manner.

8. Rutgers shall provide a copy of any formal reprimand to an employee and at his request to his steward. The employee shall sign such reprimand his signature serving only to acknowledge that he has read the reprimand and shall not necessarily be considered as agreement with the contents thereof. Any employee may file a grievance with respect to any formal reprimand with which he does not agree.

9. After charges have been served, an employee shall have the option of requesting the presence of a union representative before being subject to interrogation.

10. No employee shall be discharged, suspended or disciplined in any way except for just cause and the sole right and remedy of any such employee shall be to file a grievance through and in accordance with the grievance procedure.

11. If Rutgers should exceed the time limits in replying to any grievance at any step in the grievance procedure, the grievance shall automatically advance to the next step.

ARTICLE VI - RULES AND REGULATIONS

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. These rules and regulations shall not be inconsistent with the terms of this agreement, and Rutgers will make every reasonable effort to have prior discussion on those rules and regulations that may be of general interest or concern as provided for in Article VII.

ARTICLE VII - MANAGEMENT-UNION CONFERENCES

Representatives of Rutgers and representatives of the Union may confer at any time upon the request of either party to consider matters of general interest or concern, other than grievances. Any such conferences shall take place at a mutually convenient time and place and may be attended by no more than five (5) Union representatives employed by Rutgers who shall not lose pay for time spent during their regular working hours at such conferences. Such conferences may be attended by International Representatives of the Union.

ARTICLE VIII - SAFETY COMMITTEE

Rutgers and the Union agree to establish jointly a committee to discuss mutual problems concerning employee safety and health. The committee may make recommendations.

ARTICLE IX - TECHNOLOGICAL CHANGE

The University shall have the sole right to make technological and other such major changes in its operation as it may deem advisable for its efficient operation. However, prior to the introduction of any such changes, the University shall notify the Union of such contemplated changes. In the event the introduction of any new process or equipment results in lay-off of persons, these matters shall also be discussed with the designated union representative prior to their introduction. Any such lay-offs shall be made pursuant to the lay-off procedure in Article XII.

ARTICLE X - 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, age, marital status, nationality or membership or nonmembership in the Union.

ARTICLE XI - BULLETIN BOARDS

Rutgers shall provide for each agreed upon area 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.

ARTICLE XII - SENIORITY

ARTICLE XIII - SHIFT PREFERENCE

When a vacancy occurs or new job is created within a given job classification in a work unit having more than one shift, any employee in the same classification may elect, in accordance with seniority, to change his shift to that shift in which the opening occurs, provided in the judgment of supervision that the efficiency of the particular operation will not be impaired by such a change and provided that no employee shall voluntarily exercise his seniority rights for such purpose for more than once in any year. No employee shall be considered for a change in shift unless he shall in writing have requested a change in shift no earlier than six months and no later than 2 weeks before any such opening occurs.

ARTICLE XIV - LAY-OFF, RESIGNATION NOTICE

Rutgers agrees that prior to any lay-off it will, except in case of emergencies, give at least fourteen (14) calendar days notice to the employees affected (except probationary employees), and in consideration therefor, the Union agrees that the employees covered by this agreement will, except in case of emergencies, give at least fourteen (14) calendar days notice prior to resigning from employment.

ARTICLE XV - JOB POSTING

Rutgers will post all permanent jobs at appropriate places for not less than five (5) working days. Probationary employees are not eligible. The posting procedure will be agreed mutually. The posting procedure shall be used in a manner consistent with the goals of the Affirmative Action Program and the provisions of this Agreement.

ARTICLE XVI - JOB EVALUATION MANUAL

Rutgers shall provide to the Union a job evaluation manual containing job descriptions for all jobs in the bargaining unit. The manual will include a mutually agreed appeals procedure.

ARTICLE XVII - MISCELLANEOUS

1. This agreement supersedes any individual agreement between an individual employee and Rutgers.

2. Rutgers and the Union recognize the commitment of the University to its students to provide part-time employment. Rutgers will not use students to undermine the bargaining unit.

ARTICLE XVIII

It is agreed that negotiations will continue with respect to all

economic items, a seniority and lay-off provision, and the status of part-time employees.

ARTICLE XIX - TERM

This Agreement shall become effective May 26, 1972 and shall continue in effect until June 30, 1974. At any time between March 1 and April 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 discussion.

RUTGERS, THE STATE UNIVERSITY

By: Edward Kozack
C. Roger O'Connor

William M. Weinberg
John L. Swink

AND AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO

By: Carlton Steger, Int. Rep.

AND LOCAL UNION NO. 1761

By: Kay Lionikis
Harmony Coppola
Mary Lou Chibbaro
Joan King
Catherine R. Cavico
Margaret M. Law
Irene Czarda

Ruth Custor
Kenneth W. Ormos
John C. Keegan
Shirley L. Breese
Joan Burt
James Bishop
Augie Belotta

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