

1-0010

U. 110

LIBRARY
Institute of Management and
Labor Relations

AGREEMENT

MAR 29 1973

RUTGERS UNIVERSITY

This Agreement, made and entered into this 23rd day of March, 1971 by and between RUTGERS, THE STATE UNIVERSITY (hereinafter called "Rutgers") and RUTGERS PATROLMEN'S ASSOCIATION (hereinafter called the "Association").

ARTICLE I -- PURPOSE

Rutgers and the Association 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 Association as the sole and exclusive negotiations representative of its employees as herein defined.

2. The terms "employee" and "employees" as used herein shall include all full-time employees, employed as "campus patrolmen" and "campus patrol sergeants" by Rutgers in the State of New Jersey; but excluding probationary employees and all supervisors as defined in the National Labor Relations Act.

ARTICLE III -- ASSOCIATION REPRESENTATIVES

1. Authorized representatives of the Association, who are not employees of Rutgers, shall be admitted to the premises of Rutgers. At the time of entering the premises of Rutgers, the Association 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. Rutgers agrees to recognize a maximum of three (3) committeemen selected by the Association, one committeeman for each campus of Rutgers at New Brunswick, Camden and Newark. The Association agrees to give Rutgers written notice of the names of the committeemen and their respective areas of responsibility. A committeeman shall be granted a reasonable amount of time during his regular working hours, without loss of pay, to interview an employee who has a grievance and to discuss the grievance with the Assistant Chief of Campus Patrol. The Association President 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 the President is an employee of Rutgers. Neither a committeeman nor the Association President shall leave his work without first obtaining the permission of the Assistant Chief of Campus Patrol, which permission shall not be unreasonably withheld.

ARTICLE IV -- 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 Association, shall be handled in the following manner:

Step 1 -- An employee having a grievance shall present it in the first instance to the Assistant Chief of Campus Patrol 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 committeeman shall be present. The Assistant Chief of Campus Patrol shall attempt to adjust the grievance and shall give his answer to the employee and the committeeman (if the committeeman accompanied the employee at the presentation of the grievance) as promptly as possible but not later than within three (3) working days after the presentation of the grievance.

Step 2 -- If the employee or the Association is not satisfied, the grievance shall be put in writing, signed by the employee and presented to the Assistant Chief of Campus Patrol as promptly as possible but not later than within three (3) working days after the answer to the grievance by the Assistant Chief of Campus Patrol. The Assistant Chief of Campus Patrol shall, within three (3) working days of receipt of the written grievance, give his written answer to the employee and to the employee's committeeman. The employee or his committeeman shall forward the written grievance and written answer to the employee's next level of authority within three (3) working days after receipt of the written answer. For the purposes of this grievance procedure, the "employee's next level of

authority" shall be considered the Chief of Campus Patrol. Copies of the written grievance shall be forwarded to the Rutgers Division of Personnel Services and to the Secretary of the Association. The Chief of Campus Patrol shall, within five (5) working days of the receipt of the written grievance, arrange a meeting with the employee and an Association representative. The Chief of Campus Patrol shall give to the employee and the Secretary of the Association 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 Association is not satisfied with the written answer of the Chief of Campus Patrol, the Association shall, within three (3) working days following the date of the written answer of the Chief of Campus Patrol, 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 Association. 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 representative of the Division of Personnel Services shall give his written decision to the employee and the Association 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 Association at Step 3.

Step 4 -- If the Association is not satisfied with the written decision of the representative of the Division of Personnel

Services, the Association 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 Association 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 receipt of 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 Association, 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 Association shall be entitled to submit to the Vice President and Treasurer or his representative the Association'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 Association is not satisfied with the decision of the Vice President and Treasurer of Rutgers, or his representative, the Association 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 Association and a third individual to be designated jointly by Rutgers and the Association. If the parties cannot agree on the

selection of the third fact finder, 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 settlement 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 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 Association 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.

5. In the event of the discharge for cause of any employee, Rutgers shall promptly give written notice of the discharge

to the committeeman responsible for the campus on which the discharged employee had been employed, and attempt to give telephone notice to the President of the Association.

ARTICLE V -- NON-DISCRIMINATION

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

ARTICLE VI -- SENIORITY

1. All employees shall be considered as probationary employees for the first six (6) months 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 IV -- 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, 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 with Rutgers in the unit covered by this Agreement.

3. The Division of Personnel Services shall maintain a seniority list of employees, a copy of which shall be furnished to the Association. The Division of Personnel Services also shall

furnish to the Association copies of the monthly reports reflecting changes in the seniority list.

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, and such excuse shall not unreasonably be withheld by Rutgers.

5. When Rutgers decides to reduce the number of employees in any particular job title the employee or employees in such job title with the least seniority shall be laid off. Employees so laid off shall not be entitled to displace any other employee during a layoff which persists for two (2) calendar weeks or less, or during a holiday shutdown, whichever is longer. In the event that a layoff

persists beyond two (2) calendar weeks or beyond the period of a holiday shutdown, whichever is longer, any employee so laid off from a particular job title may displace the employee with the least seniority in any lower rated rank, provided that he has the requisite qualifications and ability to perform the work available. Any employee exercising his right to displace another employee with less seniority in any lower rated rank shall be paid at the rate of such job.

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

7. As a matter of policy, Rutgers will endeavor to fill permanent job openings by promoting employees from lower rated ranks where such employees have the requisite qualifications and ability to perform the work. Where there are two or more employees with equal requisite qualifications and ability to perform the work, the employee with the greatest seniority will be promoted. Rutgers shall have the right to fill permanent job openings by hiring new employees instead of promoting employees.

8. A permanent job opening in a promotional opportunity in the unit shall be posted on appropriate bulletin boards for a period of five (5) calendar days. Copies of such postings shall be furnished to the Association Secretary when such posting commences. Probationary employees are ineligible to bid for permanent job openings.

9. Employees may be temporarily transferred to work in another job title without regard to seniority for periods up to

thirty (30) working days, and for such additional periods of time as may be mutually agreed upon between Rutgers and the Association.

10. An employee who is promoted or permanently transferred to a job or position not covered by this Agreement shall retain and accumulate his seniority as provided for in this Agreement for a period of one (1) year from the time of his promotion or transfer, during which period of time the employee may be returned to work in a position comparable to the one which he held at the time of his promotion or transfer.

ARTICLE VII -- 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.

ARTICLE VIII -- MISCELLANEOUS

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

2. 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.

3. Rutgers may from time to time, establish and issue reasonable rules and regulations concerning the work to be performed by, and the conduct of, its employees, including a disciplinary code, and it shall apply and enforce such rules and regulations fairly and equitably.

ARTICLE IX -- SEVERABILITY

Rutgers and the Association 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 affect only the particular provision which shall be deemed of no force and effect, but it shall not affect the remaining provisions of this Agreement.

ARTICLE X -- TERM

This Agreement shall become effective as of the date above mentioned and may be reopened at any time between March 15 and May 15 of 1972 on ten (10) days written notice to Rutgers with respect to salaries and economic terms and will

otherwise continue in effect until May 15, 1973.

RUTGERS, THE STATE UNIVERSITY

By William G. Whiting

By _____

By Robert F. Schry

By _____

By John L. Smith

By _____

RUTGERS PATROLMEN'S ASSOCIATION

By Joseph A. Tintin

By _____

By Frank A. Wilbur

By _____

By Ernest J. Roig

By _____