

*Agreement Between*

**RUTGERS**  
THE STATE UNIVERSITY  
OF NEW JERSEY

*and*

**Local 888**

  
**AFSCME**<sup>®</sup>  
American Federation of State, County and Municipal Employees, AFL-CIO

July 1, 2011 – August 31, 2014



## AGREEMENT

This Agreement, made and entered into this 20th day of November, 2012, by and between RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY (hereinafter called "Rutgers") and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO; Council 52, with its office at 516 Johnston Avenue, Jersey City, New Jersey; and its affiliate LOCAL UNION NO. 888 (hereinafter called the "Union") has as its purpose the promotion of harmonious relations between Rutgers and the Union; the establishment of procedures for the presentation and resolution of grievances; and the determination of wages, hours, and other terms and conditions of employment.

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## ARTICLE 1 - RECOGNITION

1. Rutgers recognizes the Union as the sole and exclusive negotiations representative concerning wages, hours, and other terms and conditions of employment.
2. The terms "employee" and "employees" as used herein shall include all regular maintenance and service employees, both full-time and part-time employees (those scheduled to work for twenty (20) hours or more per week), in the classifications 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, all clerical employees, students, casual, temporary employees, part-time employees scheduled to work for less than twenty (20) hours per week, professional employees, supervisors as defined in the NLRA, employees in the jurisdiction of other unions now recognized by Rutgers, employees employed as domestic help permanently assigned to work in the homes of officers of Rutgers, and all other employees of Rutgers.
3. Definitions:
  - a. Regular employee - an employee hired on a 10- or 12-month salaried or hourly basis for an indefinite period of time.
  - b. Temporary employee - an employee who is hired to work as an interim replacement or for any short term work schedule for a period up to six (6) months with a three (3) month extension if the need arises.
  - c. Casual employee - an employee who is employed on an intermittent basis.
4. The University and AFSCME, Council 52 and its affiliated Local 888, agree that if during the term of this MOA any schools or other entities that are currently part of the University of Medicine and Dentistry of New Jersey ("UMDNJ"), including the Robert Wood Johnson Medical School, the School of Public Health and the Cancer Institute of New Jersey, become affiliated with, merged into or part of Rutgers, The State University of New Jersey, the terms of the parties' July 1, 2011 through August 31, 2014 collective negotiations agreement shall remain in full force and effect with respect to all persons and all positions in the collective negotiations units represented by AFSCME Local 888 immediately prior to the effective date of any such mergers or affiliations.

## ARTICLE 2 - UNION SECURITY

### A. UNION DUES

Rutgers agrees to deduct Union dues biweekly from 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 by giving written notice of such cancellation to Rutgers and the Union between December 15 and December 31 of any year effective January 1 of the ensuing year. The amount of monthly Union dues 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 deductions of Union dues are to be made. Deductions of Union dues made pursuant hereto shall be remitted by Rutgers to the Union every four (4) weeks together with a list of the names of the employees from whose pay such deductions were made.

B. REPRESENTATION FEE:

1. Representation Fee Deduction

The parties agree that all employees in the bargaining unit who do not become members of AFSCME Local 888 within thirty (30) days shall have deducted from their salaries and forwarded to the Union a representation fee in a manner and in an amount as provided below.

2. Representation Fee Amount

At least thirty (30) days before the effective date of the representation fee, or any subsequent modification thereof, the Union shall notify the University of the biweekly amount to be deducted from nonmembers' salaries. Any change in the representation fee shall be made upon written notification to the University.

3. Representation Fee Deductions

The representation fee shall be deducted from nonmembers' salaries in equal biweekly installments. Representation fee deductions from the salaries of all nonmember employees shall commence on the payroll begin date following thirty (30) days after the expiration of an 888-eligible employee's probationary period or the tenth (10th) day following reentry into the bargaining unit for employees who previously served in bargaining unit positions and who continued in the employ of the University in a non-bargaining unit position. For the purpose of this Article, 10-month employees shall be considered to be in continuous employment.

If, during the course of the year, the nonmember becomes a Union member, the University shall cease deducting the representation fee and commence deducting the Union dues after written notification by the Union of the change in status. Conversely, if the Union member directs the University to cease dues deductions in a manner appropriate under the terms of the dues checkoff agreement, the University shall commence deduction of the representation fee after written notification by the Union of the change in status. After deduction, representation fees shall be transmitted to the Union in the same manner and at the same time as Union dues.

4. Indemnification

The Union hereby agrees to indemnify, defend, and save harmless the University from any claim, suit or action, or judgments, including reasonable costs of defense which may be brought at law or in equity, or before any administrative agency with regard to or arising from the deduction from the salaries of any employee of any sum of money as a representation fee under the provisions of the agreement.

### ARTICLE 3 - 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 Office of Labor Relations or the Division Head, or his/her representative, responsible for the area to be visited.

2. Rutgers agrees to recognize a maximum of thirty-four (34) stewards selected by the Union and such additional stewards as may be mutually agreed. The Union agrees to give Rutgers written notice of the names of the stewards and their respective areas of responsibility. A steward shall be granted a reasonable amount of time during his/her 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/her absence any one of the three Union campus Vice Presidents) shall be granted a reasonable amount of time during his/her 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/her work without first obtaining the permission of the immediate supervisor, which permission shall not be unreasonably withheld. When Rutgers reassigns Union officers and stewards such reassignment shall be for business reasons.

3. Rutgers agrees to permit Union delegates employed by Rutgers to take time off without loss of pay for the purpose of attending Union conventions, conferences, or educational classes, provided that the total amount of such time off without loss of pay during the period of this Agreement shall not exceed one hundred thirty (130) days. The Union shall give three (3) weeks notice to the Office of Labor Relations concerning the delegates who will need release time off to attend such Union-sponsored activities. Release time shall be arranged by the Office of Labor Relations with the delegate's immediate supervisor. Release time will be granted unless the employee's absence will interfere with the operation of the department.

4. The Union may have twelve (12) members, who are in the bargaining unit covered by this Agreement, on the contract negotiating committee and eight (8) members on the wage re-opener negotiating committee, who shall not lose pay.

### ARTICLE 4 - 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 an administrative decision relating to wages, hours, or other terms or conditions of employment of the employees, as defined herein. The procedure set forth herein is the sole and exclusive remedy for any and all claims pertaining to the provisions of this Agreement.

2. All grievances, regardless of the Step at which they are initiated, must specifically cite which provision of this Agreement and/or Rutgers policy is alleged to have been violated. The Union shall endeavor to set forth specific information indicating the factual nature of the grievance. This language is not intended to preclude the Union from amending its grievance.

3. A grievance of an employee or of the Union shall be handled in the following manner. Discharge grievances may be presented immediately under the provisions of paragraph 6 below.

**Step 1:**

An employee having a grievance shall present it in writing in the first instance to the immediate supervisor within fourteen (14) calendar days after the occurrence of the event or knowledge thereof out of which the grievance arises. The immediate supervisor shall within ten (10) calendar days arrange a meeting with the employee. The employee shall notify the shop steward of the date and time of the meeting; no meeting shall take place without the steward being present. The immediate supervisor shall attempt to adjust the grievance and shall give a written answer to the employee and to the employee's steward within ten (10) calendar days after the meeting.

In cases where the event giving rise to the grievance is not initiated by the employee's immediate supervisor, the grievance initially shall be presented to the first level of supervision having authority to effect a remedy.

**Step 2:**

If the employee or the Union is not satisfied with the Step 1 answer, the Union may advance the grievance to the second level of authority by forwarding the written grievance and written answer to the Office of Labor Relations, the President of the Union, and the employee's next level of authority within ten (10) calendar days after receipt of the written answer. (For the purpose of this grievance procedure, the next level of authority shall be considered to be the employee's Division Head, Department Head, or Section Head.) If a Step 2 grievance is filed by an individual employee, the employee shall also send a copy to the Union President. Within ten (10) calendar days after receipt of the written grievance, the Office of Labor Relations shall arrange for the Division Head, Department Head, or Section Head to hold a meeting with the employee and a Union officer. The Division Head, Department Head, or Section Head shall give to the employee, to the President of the Union, and to the Office of Labor Relations a written answer to the written grievance within ten (10) calendar 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 Division Head, Department Head, or Section Head, the Union may, within ten (10) calendar days following the date of the written answer of the employee's Division Head, Department Head, or Section Head, submit to the Office of Labor Relations a written request for a meeting between a representative of the Office of Labor Relations and a Council representative of the Union. Such meeting shall occur at a mutually agreeable time and place not later than ten (10) calendar 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 Office of Labor Relations shall give a written decision to the employee and the Union within ten (10) calendar 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.

If the Union believes that the third step Hearing Officer has based his/her decision on material not presented or referenced at the third step, the Union may request reconvening of the hearing to review or rebut this material.

**Step 4:**

If the Union is not satisfied with the written decision of the Rutgers representative, the Union may, within twenty-one (21) calendar days after the receipt of the written decision of the Rutgers representative, submit the grievance to binding arbitration, sending the Office of Labor Relations a copy of such submission.

If Rutgers and the Union agree that the grievance shall be heard by a tri-partite panel, one member of that panel shall be designated by Rutgers, one by the Union and the third will be selected jointly by Rutgers and the Union.

Rutgers and the Union agree that the arbitrator to be chosen jointly shall be selected from a panel provided by the Public Employment Relations Commission. The arbitrator will be selected in accordance with the rules and procedures of the agency.

The costs and expenses incurred by each party shall be paid by the party incurring the costs except that the fees of the neutral arbitrator and the administering agency shall be borne equally by Rutgers and the Union.

When documents are discovered by the University which were not presented at third step but which will be used at arbitration, the University will provide such documents to the Union four (4) calendar days prior to the arbitration hearing, with the parties realizing that situations may necessitate shorter notice.

4. Within thirty (30) days following the close of the arbitration hearing, the arbitrator shall render a decision in writing.

5. No arbitrator functioning under the provisions of this grievance procedure shall have the power to amend, modify, or delete any provision of this Agreement.

6. In case of discharge, if the grievance is filed within seven (7) calendar days after discharge, the grievance may begin at Step 2 above. If the grievance is filed by an individual employee, the employee shall send a copy to the Union president, and the hearing representative shall send a copy of the answer to the Union president as set forth in Step 2 above.

If the employee or the Union is not satisfied with the written answer, the grievance procedure above starting with Section 2, Step 3 shall be followed.

7. If Rutgers should exceed the time limits in replying to any grievance at any step in the grievance procedure, the grievance may be advanced (at the discretion of the Union) to the next step.

8. No employee shall be discharged, suspended, or disciplined in any way except for just cause. The sole right and remedy of any employee who claims that he or she has been discharged, suspended, or disciplined in any way without just cause shall be to file a grievance through and in accordance with the grievance procedure.

9. Holidays shall not be counted 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.

10. An employee shall not lose pay for time spent during his/her 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 4 meeting of the grievance procedure, such employees shall not lose pay for such time.

11. In the event of the discharge for cause of any employee, Rutgers shall promptly give written notice of the discharge to the shop steward in the employee's seniority unit 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.

12. If an employee is being questioned about his/her work performance or conduct and if the employee has a reasonable belief that the answer to such questions will result in discipline, then the employee may request that a steward be present.

13. Rutgers shall provide a copy of any written reprimand which is to be made part of the central file to the employee, to the steward if known, and to the President. Where applicable, a copy will be provided to the Vice President on the Newark or Camden campuses. The employee shall sign such reprimand, the signature serving only to acknowledge that he or she has read the reprimand and shall not necessarily be considered an agreement with the content thereof. Any employee may file a grievance with respect to any document written to the employee which expresses dissatisfaction with his/her work performance or conduct and with which he/she does not agree.

The Office of Labor Relations will once a year in written format inform all supervisory personnel of the time limits set in the grievance procedure and their obligation to adhere to them or obtain consent from the Union to extend them on an individual basis for a specific period of time.

Annually, through a joint letter from the Union and the Office of Labor Relations, employees will be informed that a document from a supervisor to an employee which expresses dissatisfaction with the employee's work performance or conduct may be grieved under this article.

When an employee's record is free from any disciplinary action for a period of one (1) year, any letters of reprimand or documents which express dissatisfaction with the employee's work performance or conduct in the employee's record shall be deemed to be removed. When an employee's record is free from any disciplinary action for a period of three (3) years, any letters of suspension contained in the employee's record shall be deemed to be removed.

14. Grievance meetings and hearings should not be scheduled during employees' scheduled time off, without the consent of the Union. This provision does not apply to employees terminated, or employees suspended if the scheduled meetings and hearings fall during the term of the suspension.

#### **ARTICLE 5 - LABOR/MANAGEMENT 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. The request shall be in writing and set forth specific reasons for the conference. 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 Council and/or International Representatives of the Union. The work place should be free from harassment. Any claims of harassment shall be the subject of a Labor/Management Conference. University policy decisions agreed to at Labor/Management Conferences at which representatives of the Office of Labor Relations are present will be reduced to writing.

#### **ARTICLE 6 - NONDISCRIMINATION**

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, national origin, disability, sexual orientation, or against veterans of the Vietnam era or disabled veterans, or because of Union conduct which is permissible under law and which does not interfere with an employee's employment obligation.

#### **ARTICLE 7 - SENIORITY**

1. All employees shall be considered as probationary employees for the first ninety (90) calendar days of their employment. Rutgers will not extend such probationary period without concurrence of the Union. 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 4 - Grievance Procedure. Should a temporary employee receive a permanent appointment, that employee's seniority, after the ninety (90) day probationary period, will include the period of continuous service immediately preceding such appointment up to a maximum of nine (9) months.

2. Definitions:

- a. Rutgers seniority is defined as the length of time an employee has been continuously employed at Rutgers. In the event two (2) employees have the same seniority, their respective seniority shall be determined by alphabetical order of their last names.
- b. Classification seniority implemented on July 1, 1976 is defined as the length of time an employee has been continuously employed in a specific job classification within a seniority unit. In the event two (2) employees have the same seniority, their respective seniority shall be determined by alphabetical order of their last names.

3. Seniority units are defined as:

- a. Farm Workers
- b. Dining Halls and Snack Bars - New Brunswick
- c. Fire Department
- d. Dining Hall and Snack Bar - Camden
- e. New Brunswick Housing
- f. Physical Plant – Newark
- g. Facilities Maintenance – New Brunswick
- h. Facilities Maintenance – Camden
- i. Security Officers – Newark
- j. Security Officers – New Brunswick
- k. Security Officers – Camden
- l. Athletics Department – New Brunswick

4. The Office of Labor Relations shall maintain seniority lists of employees by seniority units, copies of which shall be furnished to the Union. Effective one month after ratification, separate seniority lists shall be maintained for full-time employees and for part-time employees. The Office of Labor Relations also shall furnish to the Union copies of the monthly report reflecting changes in the seniority lists.

5. An employee's classification and Rutgers seniority shall cease and his/her 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 for employees with less than two (2) years continuous service; continuous layoff for a period exceeding one (1) year for employees with two (2) years or more continuous service.
- d. Failure of laid-off employee to report for work either (i) on the 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 to 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.

6. For purposes of layoff and recall, the President, three (3) Vice Presidents, the Secretary-Treasurer, the Recording Secretary, all recognized shop stewards and three (3) executive board members, and an alternate shop steward temporarily filling the role of the shop steward during the absence of the shop steward, shall be granted top classification and Rutgers seniority in their seniority units during their terms of office, provided that they have the requisite qualifications and ability to perform the work available at the time of layoff or recall. The Union will provide the University with a list of the names of these persons holding the positions described as being granted top seniority and will keep the list current.

7. General:

a. When Rutgers decides to lay off employees within a job classification in a seniority unit, the employee(s) so affected ("the affected employee") shall be entitled to exercise classification seniority by displacing the least senior employee in such classification in the seniority unit where such layoff occurs provided the affected employee has the requisite qualifications and abilities to perform the work available. If the affected employee does not possess the requisite qualifications and abilities to perform the work available, the affected employee may then displace the next least senior employee in such classification in the seniority unit, who is less senior in the classification within the seniority unit than the affected employee, provided the affected employee has the requisite qualifications and abilities to perform the work available. This process shall continue until a bump within such classification in the seniority unit, for which the affected employee has the requisite qualifications and abilities to perform the work available, has been identified. If after this process no such bump has been identified, the provisions of paragraph (b) below shall apply. Probationary employees in such classification in such seniority unit shall be laid off first.

b. Any employee so displaced may exercise his/her Rutgers seniority to bump the employee with the least classification seniority in an equal or lower rated job title in his/her seniority unit provided that he/she has the ability to perform the job and has greater Rutgers seniority than the employee to be bumped. Any employee exercising his/her right to bump shall be paid according

to the established demotion procedure if the bump is to a lower title. This process shall continue until the last bump is exhausted.

If a displaced employee is unable to bump within his/her own seniority unit, and if the employee has held an equal or lower rated job title in a different seniority unit, the displaced employee may bump the employee with the least classification seniority in that job title in that seniority unit provided he/she has the ability to perform the work available.

8. Employees who receive layoff notice and who are laid off from Rutgers, or who displace other employees by utilizing Section 7 above, or who accept a lower-rated job in lieu of being laid off shall be recalled in accordance with #5(c) above in order of their classification seniority to a position in the same job title in their seniority unit as the one vacated at the time of layoff provided they have the ability to perform the work available.

9. Employees hired on a 10-month basis will not be entitled to utilize the provisions above during the off-season of July and August.

10. When Rutgers decides to lay off employees for two (2) weeks or less, or during a holiday shutdown, whichever is longer, the employees so affected shall not be entitled to displace any other employee in the seniority unit but may exercise their classification seniority to fill vacancies in their classification within their seniority unit. Employees shall be recalled to work in accordance with departmental schedules.

11. Summer layoffs in the New Brunswick Dining Halls and Snack Bars will be handled in accordance with Paragraphs #7 and #8 except that a displaced employee may not exercise seniority to displace an employee in a seniority unit outside the New Brunswick Dining Halls and Snack Bars. When the New Brunswick Dining Halls reduce staffing between the Fall and Spring Semesters, during Spring break, and the period from Commencement to June 30, the available work in each job classification will be offered first to the most senior qualified employee in that classification in the dining hall.

12. Employees who are laid off during the school summer vacation season shall be offered the opportunity to fill seasonal job openings in other seniority units before Rutgers hires new employees other than students, provided that they have the requisite qualifications and ability to perform the work available. Employees who take advantage of such opportunity shall not have the right to exercise seniority in such other seniority unit.

13. Employees cannot exercise classification or Rutgers seniority to displace other employees in existing positions except under the layoff procedure.

14. Seniority Upon Promotion

a. An employee who is promoted or permanently transferred to a job or position not covered by this Agreement shall retain classification seniority in the seniority unit from which he or she was promoted or transferred only for a period of one (1) year from the time of his/her promotion or transfer, during which period of time the employee may be returned to work in a position comparable to

the one which he or she held at the time of the promotion or transfer. In such promotion or transfer, Rutgers seniority is as specified in #2a.

b. An employee who is promoted to a job within the bargaining unit shall retain and accumulate his/her Rutgers seniority during the probationary period. If the employee is removed from the new job during the probationary period, he/she will not lose benefits for which he/she was eligible before the promotion.

15. 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.

16. Accrual:

a. Rutgers seniority shall accrue during an authorized leave without pay, maternity leave, sick leave, or vacation as specified in #5c.

b. Classification seniority shall accrue only during the time an employee is continuously employed in a specific job title within his/her seniority unit except as set forth in 16(c), 16(d) and 16(e) below. Such classification seniority ceases when an employee vacates a particular title in a particular seniority unit. Authorized leave without pay, maternity, sick leave, vacation and layoff as limited by #5c. will be considered as continuous employment in a specific job title.

c. Crafts Trainees.

(i) If a Crafts Trainee is given layoff notice during the time he/she is in that title, he/she will be credited with classification seniority in the title from which he/she entered the program. The amount of credit will be the period of entry into the Crafts Trainee title to the date of layoff notice.

(ii) Upon completion of the Crafts Trainee program and entry into the craft title, the employee will be credited with one year of classification seniority in the craft title.

d. Classification Seniority After Bumping.

When an employee bumps into a lower rated job title in accordance with #7 b. above, classification seniority previously accrued in that lower rated job title in that seniority unit shall be credited to the employee. If such employee is subsequently recalled to the higher rated job title from which he/she was laid off, classification seniority previously accrued in that higher rated job title in that seniority unit shall be credited to the employee.

e. When an employee in the New Brunswick Facilities Maintenance Seniority Unit is promoted from a particular craft title—as set forth in Appendix D—to the Senior title of that same craft, that employee's classification seniority in the Senior title shall remain the date of classification seniority in the lower-rated crafts title.

17. Application:

Classification seniority shall apply only in layoffs and recalls.

18. When Rutgers decides to lay off employees for more than two (2) weeks, employees will be given at least twenty-five (25) calendar days notice except in the case of an emergency.

#### ARTICLE 8 - OUT OF TITLE

Employees may be temporarily transferred to work in another job title without regard to classification and Rutgers 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 Union. Temporary assignments of employees to work temporarily in other job titles may be made without change in pay rate, except that an employee who is assigned to work in another job title for a period in excess of two (2) continuous working days shall thereafter be entitled to be paid, retroactively to the first day of his/her temporary assignment, a rate of pay which would be equal to the rate the employee would receive if he/she were promoted to the higher title (at least one (1) increment above his/her regular rate). It is understood that Rutgers will not rotate a temporarily assigned employee for the purpose of avoiding compensation to the employee under this provision. A temporary assignment of an employee to work in another job title for more than two (2) continuous working days shall be put in writing to the employee by his/her supervisor. If such assignment is not put in writing to the employee, the employee will not be held accountable for performing the higher level work.

#### ARTICLE 9 - POSTING AND PROMOTIONS

A. As a matter of policy, Rutgers will fill permanent job openings by promoting employees from lower rated job classifications in the seniority unit when there are bids from employees who have the posted qualifications and ability to perform the job.

B. Posting Procedure

1. Promotional Opportunity - Vacant Position

A promotional opportunity for the purpose of job posting shall be defined as any position which is within the group eligible for inclusion in the bargaining unit except Custodian and Dining Services Worker-B. When Rutgers decides to fill such promotional opportunity, the position will be posted in the seniority units in the geographic area (Newark, Camden, New Brunswick) where the vacancy exists.

2. Upgrading

If an upgrading opportunity becomes available as a result of the upgrading of an existing position (where there is no vacancy) the upgrading opportunity shall be



posted only in the seniority unit concerned. A copy of the posting will be forwarded to the Union President or Vice President depending on the geographic area concerned. An employee displaced by this procedure will have rights under Article 7, #7.

3. Recruitment Notification and Entry Level Positions

- a. Ten (10) month employees with active interest forms on file will be offered in order of descending seniority twelve (12) month appointments within the same job classification within the seniority unit that become available to be filled. A ten (10) month employee must indicate interest in working a twelve (12) month appointment by submitting the interest form set forth in Appendix F to his/her immediate supervisor. A ten (10) month employee must file a new interest form every six (6) months in order to maintain consideration for a twelve (12) month appointment.
- b. At the discretion of Rutgers, any position vacancy in a classification not eligible for inclusion in the bargaining unit or any Custodian or Dining Services Worker-B positions not filled as a result of 3.a, above, may be made known if such information seems appropriate for distribution. These positions may be within the framework of the various seniority units or in other departments outside the seniority units. It is understood, however, that there is no obligation on the part of Rutgers to make these vacancies known.
- c. Part-time employees with active interest forms on file will be considered, in order of descending seniority, for full-time appointments within the same job classification within the seniority unit that become available to be filled. A part-time employee must indicate interest in working a full-time appointment by submitting the interest form set forth in Appendix G to his/her immediate supervisor. A part-time employee must file a new interest form every six (6) months in order to maintain consideration for a full-time appointment. Non-selection for a position will not be subject to the grievance procedure.

4. Distribution of Postings to Union Officials

All positions which are required to be posted as per this procedure shall be distributed to the appropriate Union Officials in the geographic area concerned. In the New Brunswick area this shall include the Union President, Secretary, and all shop stewards. Copies of posted positions in Newark and Camden will be supplied to the Union President and Campus Vice President and shop stewards.

5. Posting Period and Format

All positions which are posted shall be posted for five (5) working days. Saturdays, Sundays and holidays shall not be considered working days for the purpose of this procedure. The posting will include the following information:

- a. Title of Position
- b. Salary Range
- c. Seniority Unit
- d. Brief Description of Job Requirements and Qualifications
- e. Special Conditions. Rutgers will endeavor to list extraordinary conditions.
- f. Date Posted
- g. Removal Date of Posting
- h. 10-month or 12-month position
- i. Grant funded or Non-State funded

When known, the job posting will also include the following information:

- a. Work schedule
- b. Campus location

6. Eligibility to Use the Posting Procedure

Rutgers University employees who are eligible for inclusion in the Local 888 bargaining unit and who have been in their current position for at least six (6) months are eligible to use this procedure in order to seek a promotion.

7. Frequency of Applying for a Posted Position

There shall be no limitation on the number of times an eligible employee may bid on posted positions, except that after an employee has successfully bid and been accepted for a position the employee must wait six (6) months before bidding on another promotional opportunity.

8. How and When to Apply

Eligible employees who desire to bid on a posted position should make formal application by completing and signing a bid form. The completed bid form must be submitted by 9:00 a.m. on the first work day following the removal date on the posting to the personnel office in the geographic area concerned. A separate bid form is required for each position for which an employee wishes to be considered. If an interview is to take place, the employee's immediate supervisor shall be notified as to the date and time of the appointment.

C. Selection of Candidates

- i. Rutgers shall promote the employee in the seniority unit with the greatest Rutgers seniority from among those employees who bid and meet the posted requirements unless, as between or among such employees there is an appreciable difference in their ability to do the job or unless the senior employee does not have the ability to perform the particular job. Where the senior employee does not have the ability to perform the particular job, Rutgers shall promote the bidder with the greatest Rutgers seniority who has the ability to perform the particular job. A bidder who

does not meet the posted requirements of a particular job will not be interviewed for the job. Disputes arising under this Section (1) shall be subject to the grievance and arbitration provisions of the Agreement except that when the most senior bidder has been selected, a less senior employee may not grieve.

An employee thus promoted shall be placed on a ninety (90) calendar day promotional probationary period (see Article 7, #14b). If the employee is removed from the new job during the probationary period, he/she will be returned to his/her former job. Such removal shall not be subject to the grievance and arbitration procedure unless the employee is discharged.

## ARTICLE 10 - SALARY

### Salary

The following salary adjustments are 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 this Agreement.<sup>1</sup>

A. Unit members will receive a \$1,000 lump sum payment after ratification of the Memorandum of Agreement (MOA) agreed to on February 3, 2012, to be paid in the second (2<sup>nd</sup>) paycheck following ratification (which was February 14, 2012). On the first pay period following July 1, 2014 an additional \$500 lump sum payment will be paid only to unit members who are at the top of the salary scale (i.e., step 9) as of June 30, 2014. Such payments shall not increase base salary.

B. To be eligible to receive the lump sum payment of \$1,000 a unit member must be on the University's payroll on the date this MOA is ratified (February 14, 2012), and continue on the payroll through the date the payment is made. To be eligible to receive the second lump sum payment of \$500 a unit member must be on the University's payroll in an AFSCME negotiations unit position on June 30, 2014 and continue on the payroll in an AFSCME negotiations unit position through the date the payment is made.

C. Each eligible employee will receive a normal merit increment on the appropriate anniversary date.

D. Other than the payments for AFSCME unit members set forth in Paragraphs A-C above, there are no other increases or payments pursuant to the terms of the MOA which was ratified on February 14, 2012.

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<sup>1</sup> The Foregoing "Subject to" language will not be operational for the term of this Collective Negotiations Agreement expiring on August 31, 2014.

## Salary Schedule

Effective July 1, 2006, a ninth step will be added to the salary schedule in effect on June 30, 2006. Movement to the ninth step will not occur until an employee's second anniversary date after movement to the preceding step.

### **ARTICLE 11 - LEAVE OF ABSENCE**

1. An employee may submit a written request for leave of absence without pay for consideration by Rutgers. Based on the needs of the department, approval of such request will not be unreasonably denied.

2. An employee who is unable to perform the duties of his/her 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) month periods, not to exceed a total leave of absence of ten (10) months.

3. Employees on leave without salary for one (1) month or longer do not accrue vacation or sick leave benefits. Employees on leave of absence due to injuries occurring in the course of and arising out of employment for Rutgers, will earn sick leave and vacation until workers' compensation payments cease.

4. Employees on leave of absence shall retain and accumulate seniority during such leave of absence. Upon expiration of an employee's leave of absence, the employee shall be returned to work in a position comparable to the one previously held.

5. Effective October 8, 2007, employees shall be eligible to participate in Rutgers' Compassionate Leave Program. Any leave taken under the Compassionate Leave Program for an employee's own illness or injury will be considered an unpaid leave of absence for purposes of paragraph 2 (above) of this Article.

### **ARTICLE 12 - PREGNANCY/CHILDBIRTH/ADOPTION/CHILD CARE LEAVE**

A. Pregnancy/Childbirth. An employee desiring to work during pregnancy must furnish Rutgers with a physician's certificate indicating the expected date of birth and the physician's opinion as to how long the employee may continue to work. Unless the University requires an additional medical opinion, the employee will be permitted to work until the time specified by her own physician. An employee who is unable to work during pregnancy because of a disability may charge the time to vacation, administrative leave, personal holiday or sick leave to the extent it is available. For the period of disability after childbirth, she may also charge vacation, administrative leave, personal holiday or sick leave to the extent it is available. If sick leave is not available, the employee should apply for temporary disability insurance. An employee who has no earned time to charge will be given a leave of absence without pay in accordance with Article 11 and may elect to continue Rutgers benefit programs by personal contributions while on such leave.

The employee must keep the department fully advised as to due date, expected date of return, whether she will also request Family Leave to care for the child, and any complications that may keep her from returning to work on the expected date of return. She will be reinstated to her original position under most circumstances, or to a position of similar status and pay. If necessary, the department may fill the position on an interim basis with the clear understanding that this is a temporary arrangement which will be terminated at the time she returns.

An employee who wishes to work part-time for some period before childbirth should discuss this request with her supervisor to determine whether such request can be accommodated.

This policy applies to all female employees regardless of marital status.

B. Adoption. An employee who wishes to take unpaid time off upon placement of a child for adoption should apply for Family Leave. Family Leave will be granted in accordance with the provisions of the Act.

C. Child Care Leave. An employee who wishes to take unpaid time off for child care after the birth of a child should apply for Family Leave. Family Leave will be granted in accordance with the provisions of the Act.

The provisions of B. and C. apply to male and female employees.

### ARTICLE 13 - HOLIDAYS

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

In addition, Rutgers shall observe as holidays either one (1) full holiday or two half (1/2) holidays during the Christmas season, three (3) additional holidays to be annually determined by Rutgers, and two (2) personal holidays to be selected by the individual employee. Employees shall be eligible for the individually selected holidays after six (6) months of employment and the rules for their use will be governed by those applicable to administrative leave as provided in Article 18 of this Agreement.

2. An employee laid off for a period of four (4) consecutive weeks or less shall be considered entitled to holiday pay for any holidays which occur during that period, provided he/she returns to work in his/her seniority unit on the first scheduled work day in the pay period immediately following such a layoff. Any employee laid off for a period longer than four (4) consecutive weeks shall not be entitled to any holiday pay for holidays which occur during such a layoff period.

3. Whenever possible, except in emergency situations, Rutgers will endeavor to give forty-eight (48) hours notice to an employee who is required to work on a paid holiday.

4. In order to compensate for the loss of the floating holiday provided for in Article 13, Section 1, for those employees who work the full fiscal year, an employee who works the academic year but less than the full fiscal year shall receive one (1) day off with pay, on a day mutually agreed upon by the employee and Rutgers, during the next following academic year provided that he/she is employed with Rutgers at the beginning of said following academic year.

5. When a holiday falls during an employee's vacation, that day shall not be counted as a vacation day.

6. Holiday Premium: An eligible employee who is authorized to work on an observed holiday will, in addition to his/her regular pay for the day, earn compensation at time and one half the employee's normal rate for all hours worked.

7. An employee whose regularly scheduled day off falls on a University holiday may request a particular day off in that workweek as an Alternate Day Off. If the request can be granted without interfering with the needs of the department, it will be granted. If the department determines that its needs do not permit granting that day, the department may assign another day during that workweek as the Alternate Day Off. If the employee is not given an alternate day off during that workweek, the University holiday counts as compensable hours toward overtime.

#### ARTICLE 14 - VACATIONS

Regularly appointed full time employees are first eligible for vacation upon completion of the fiscal year during which they are employed; vacation is accrued on the basis of one (1) day for each full month employed during that period. The vacation rate thereafter is:

One through 12 years' service - 15 working days  
13 through 20 years' service - 20 working days  
Over 20 years' service - 25 working days

When an employee completes twelve (12) years of service during a fiscal year, he/she will earn vacation for the remainder of that fiscal year at the rate of 1-2/3 days per full month of service.

When an employee completes twenty (20) years of service during a fiscal year, he/she will earn vacation for the remainder of that fiscal year at the rate of 2 days per full month of service.

The allowance earned in one (1) fiscal year must be used before the end of the following fiscal year or it is forfeited. However, if it is mutually agreed between the employee and the supervisor that the pressure of work or special circumstances make it difficult for the employee to use his/her current vacation allowance, then a maximum of one (1) year's vacation allowance may be carried forward into the next succeeding year. However, an employee may not expect to combine the entire vacation allowance from two (2) fiscal years unless the supervisor and employee mutually agree to such an extended vacation.

If an employee becomes ill during five (5) or more vacation days, he/she may request that the portion of the vacation during which he/she was ill be converted from vacation time to sick leave provided that:

1. he/she was hospitalized during the vacation period; or
2. he/she was under a doctor's care for illness other than a chronic condition during the course of the vacation.

In order to be eligible for such conversion of vacation to paid sick leave, the employee must submit acceptable evidence of hospitalization or of a doctor's attendance. When a death occurs in the immediate family while an employee is on vacation, bereavement time may be charged to bereavement leave.

An employee who wishes to receive vacation pay prior to leaving for his/her regularly scheduled vacation must apply in writing four (4) weeks before the day of the pay check in which his/her vacation is to be included. The granting and execution of such request is to be governed by procedures established by the University.

Upon separation, an employee shall be entitled to payment for his/her accrued vacation allowance. Such allowance shall include any unused vacation earned in the previous fiscal year plus the amount of vacation earned in the fiscal year when separation occurs.

The department must advise an employee within 25 working days of the date of the receipt of the request for a vacation day or days whether the request has been granted. This provision shall not preclude an employee from requesting a vacation day or days which would commence in less than 25 working days. The department will provide a decision to the requestor as quickly as is reasonable and before the requested vacation day or days.

#### **ARTICLE 15 - HOURS OF WORK**

1. Work Week:
  - a. The normal work week of all regular full time employees shall consist of five (5) consecutive days.
  - b. Except as set forth in paragraph c below, to the extent possible Rutgers will use its best efforts to schedule employees to work Monday through Friday inclusive, with the understanding, however, that employees, whose five (5) consecutive work day schedules include Saturdays and Sundays, will be required to work as scheduled.
  - c. The work week for the Division of Dining Services is Sunday through Saturday inclusive. The work week for Housing is Thursday through Wednesday inclusive.

2. Rest Periods:

All full-time employees shall be entitled to a fifteen (15) minute rest period during the first half of their shift and an additional fifteen (15) minute rest period during the second half of their shift. Regular part-time employees who are scheduled to work twenty (20) hours or more per week shall be entitled to one fifteen (15) minute rest period during their shift. Rest periods shall be taken at the discretion of the employee's supervisor.

An employee who is assigned to work for four (4) hours or more beyond the end of the regularly scheduled shift is entitled to a fifteen (15) minute rest period during that period, at a time designated by the supervisor.

3. Call-back Pay:

Any employee who is called back to work after completing his/her regular shift and has left his/her 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 guaranteed, which are required by the supervisor.

4. Overtime:

- a. For the purpose of computing overtime, the standard work week shall be 12:01 a.m. Saturday to midnight Friday. Paid time off such as vacation, sick leave, holidays, administrative leave, bereavement leave, and jury duty is counted as hours worked in determining the number of hours an employee has worked in a given week.
- b.
  - (1) Overtime requested and authorized by the employee's supervisor shall be compensated for in cash at time and one half the employee's regular hourly rate for hours worked in excess of the prescribed work week.
  - (2) For those employees receiving shift differential, such differential shall be added to their regular hourly rate when computing their overtime rate.
- c. Rutgers will make every reasonable effort to provide for an equitable distribution of overtime work among employees in a work unit in a 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 an insufficient number of employees available to perform the overtime work, Rutgers may assign the overtime work to the necessary number of employees in the work unit who have the qualifications and abilities to perform the work. For the term of this Agreement such assignment will rotate from the least senior employee in the work unit to the most senior employee in the work unit. A record of the monthly overtime in the work unit shall be posted on available bulletin boards.



d. Rutgers will examine the overtime records in July 2012, October 2012, January 2013, April 2013, July 2013, October 2013, January 2014, April 2014, and July 2014. Where there is an imbalance of the overtime distribution of more than fifty (50) hours within a shift in a particular classification in a seniority unit other than the "Facilities Maintenance - New Brunswick" seniority unit, Rutgers will assign scheduled overtime work (in accordance with (c) above) during the following two (2) months in such a way as to alleviate that imbalance as much as is practicable. In the "Facilities Maintenance - New Brunswick" seniority unit, where there is an imbalance of the overtime distribution of more than fifty (50) hours within a shift in a particular classification on a campus (Busch/Livingston Campus; College Avenue Campus; and Douglass/Cook Campus) Rutgers will assign scheduled overtime work (in accordance with (c) above) during the following two (2) months in such a way as to alleviate that imbalance as much as is practicable. This provision does not include the New Brunswick Athletic Department or Winants Hall on the College Avenue Campus.

e. Scheduled weekend overtime work, not of an emergency nature, will be offered at least forty-eight (48) hours in advance.

Except for emergency situations, before mandatory overtime is assigned, other services such as voluntary overtime or call-back will be explored.

In a situation where an employee is directed to remain at work beyond his/her normal shift in a mandatory overtime occurrence, the employee may request to leave at the end of his/her normal shift. Such a request may not be unreasonably denied.

f. All employees classified as Essential Services Personnel shall be issued a Rutgers University Essential Employee Identification Card.

5. Shift Differential:

Effective July 1, 2007, a shift premium of fifty cents (\$0.50) per hour shall be paid to any full time employee who is regularly scheduled to start work on or after 9:00 p.m. and before 4:00 a.m.

Effective July 1, 2007, a shift premium of forty cents (\$0.40) per hour shall be paid to any full time employee who is regularly scheduled to start work on or after 3:00 p.m. and before 9:00 p.m.

Effective July 1, 2008, a shift premium of fifty-five cents (\$0.55) per hour shall be paid to any full time employee who is regularly scheduled to start work on or after 9:00 p.m. and before 4:00 a.m.

Effective July 1, 2008, a shift premium of forty-five cents (\$0.45) per hour shall be paid to any full time employee who is regularly scheduled to start work on or after 3:00 p.m.

and before 9:00 p.m.

Effective July 1, 2009, a shift premium of sixty cents (\$0.60) per hour shall be paid to any full time employee who is regularly scheduled to start work on or after 9:00 p.m. and before 4:00 a.m.

Effective July 1, 2009, a shift premium of fifty cents (\$0.50) per hour shall be paid to any full time employee who is regularly scheduled to start work on or after 3:00 p.m. and before 9:00 p.m.

Effective July 1, 2010, a shift premium of sixty-five cents (\$0.65) per hour shall be paid to any full time employee who is regularly scheduled to start work on or after 9:00 p.m. and before 4:00 a.m.

Effective July 1, 2010, a shift premium of fifty-five cents (\$0.55) per hour shall be paid to any full time employee who is regularly scheduled to start work on or after 3:00 p.m. and before 9:00 p.m.

Full time employees regularly assigned to rotating shifts will be considered to be regularly scheduled for purposes of this provision.

6. Changes to Work Shifts or Work Week:

Prior to effecting a change of one (1) hour or more in the regular starting time of work shifts or a change in work week, Rutgers will give a two-week notice to the affected employee or employees and will discuss such change and the need for same with representatives of the Union, unless circumstances, such as in emergency situations, make such notice and prior discussion impracticable.

7. Shift Preference:

When a vacancy occurs or a new job is created within a given job classification having more than one (1) shift, any employee in the same classification may elect, in accordance with seniority, to change his/her shift to that shift on which the opening occurs, provided that the efficiency of the particular operation will not be impaired by such change and provided that no employee shall voluntarily exercise his/her seniority rights for such purpose more than once in any year. No employee shall be considered for a change in shift unless he/she shall in writing have requested a change in shift no earlier than six (6) months and no later than two (2) weeks before any such opening occurs. (For the form to be used, see appendix B)

8. Major Change in Schedule:

For employees working in a seniority unit on a seven (7) day work week schedule with fixed days off each week, where a major change in schedule affecting a majority of employees in the seniority unit requires employees to work more than five (5) consecutive days during the initial transitional week, overtime is to be paid for the employee(s) working six (6) and seven (7) consecutive days during such transitional week.

9. Work Day:

For the sole purpose of determining administrative leave, personal holidays, holidays, vacation and sick leave as set forth in this Agreement, a work day for employees who work a forty (40) hour work week will be eight (8) consecutive hours.

**ARTICLE 16 - RETIREMENT AND LIFE INSURANCE BENEFITS**

Eligible employees covered by this Agreement shall be eligible for participation in the Public Employees Retirement System consistent with its rules and regulations.

Should there be changes made in this plan by legislation during the term of this Agreement, all such changes appropriate to members of the negotiating unit shall be made and effected in accordance with the provisions of such legislation.

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

**ARTICLE 17 - HEALTH BENEFITS**

During the term of this collective negotiations agreement, the University and AFSCME Local 888 acknowledge that pursuant to NJSA 52:14-17.25 et. seq., as amended, employees of the University represented by the AFSCME Local 888 are deemed to be employees of the State for purposes of health benefits, including prescription drug program and the dental program benefits, provided pursuant to the State Health Benefits Program, and that such health benefits are provided to eligible employees as set forth in applicable statutes and regulations. In addition, the University will continue the Rutgers Vision Care Program during the term of this collective negotiations agreement for employees of the University represented by AFSCME Local 888.

Members of the bargaining unit who are eligible for health insurance benefits coverage and who are hired on or after April 7, 2004, shall not be eligible for enrollment in the Traditional Plan.

**ARTICLE 18 - ADMINISTRATIVE LEAVE**

Full time employees shall be granted three (3) days administrative leave at the beginning of each fiscal year. Employees hired after the beginning of the fiscal year shall be granted a half (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 (3) days.

Administrative leave shall be scheduled in advance. Requests for such leave shall not be unreasonably denied.

Administrative leave may be used for personal business, including emergencies and religious observances. Administrative leave may be taken in conjunction with other types of paid leave. 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) religious holidays; and (3) personal matters. If there is still conflict, the matter will be resolved on the basis of seniority within the work unit. In the case of an emergency, where advance notice and approval are not possible, requests for administrative leave for emergencies shall not be unreasonably denied.

Administrative leave must be scheduled in minimum units of one (1) hour.

Such leave shall not be cumulative. Unused balances in any year shall be canceled. An employee who leaves employment shall not be required to reimburse Rutgers for earned days already used.

#### ARTICLE 19 - SICK LEAVE

A. 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.

B. The meaning of sick leave may 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 circumstance 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.

##### Special Circumstances:

1. **Emergency Attendance.**  
Employee's emergency attendance on member of the employee's immediate family (mother, father, spouse, child, step child, foster child, sister, brother, grandmother, or grandfather) who resides in the employee's household who is seriously ill.
2. **Medically Certified Care**  
Employee's attendance upon the employee's seriously ill spouse, parent, or child at a hospital, health care facility, or at home, or the employee's transport of the employee's seriously ill spouse, parent or child, to medical treatment, when properly certified by a Health Care Provider on the form designated in Appendix E. Use of sick time will not be permitted where the employee has failed to provide the certified form.

Medically certified care does not cover 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.

C. Full time employees hired prior to July 1, 2000 earn fifteen (15) days of sick leave in each fiscal year at the rate of 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 1-1/4 days per month.

D. Full-time employees hired on or after July 1, 2000 will earn sick leave at the rate of one (1) day per month of service. After twelve (12) years of service, full-time employees hired on or after July 1, 2000 will earn sick leave at the rate of one and one-quarter (1-1/4) days per month of service.

E. Unused sick leave is cumulative.

F. Employees are expected to notify their supervisor preferably by telephone as early as possible at the beginning of the workday on which sick leave is used and to keep the supervisor adequately informed should the absence extend beyond one day. Employees are expected to personally notify the supervisor or the person(s) designated by the department to receive such calls, unless they are physically unable to do so. An employee who is physically unable to notify such person personally shall explain the circumstances upon return to work.

#### **ARTICLE 20 - BEREAVEMENT LEAVE**

An employee who is absent from work due to death in the 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) may charge up to three (3) days for such absence 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, in the event that 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 absence to be charged to bereavement leave.

If an employee requests to use available vacation time, administrative leave, or personal holiday time, to extend the bereavement leave, it will not be unreasonably denied.

In the event of the death of an employee's brother-in-law or sister-in-law, the employee may request to use one (1) day of available vacation time, administrative leave, or personal holiday time. Such request will not be unreasonably denied.

#### **ARTICLE 21 - JURY DUTY**

Rutgers shall grant time off with full normal pay to those employees who are required to serve for jury duty during such periods as the employee is actually serving. If jury duty does not require a full day, it is expected that the employee return to his/her duties.

If an employee whose regular work schedule is an afternoon or night shift is required to serve on jury duty during non-shift hours, the employee will be released from his/her scheduled work shift on the date(s) of jury duty for an amount of time equal to the non-shift hours spent in jury duty, not to exceed the number of hours in the employee's regularly scheduled workday.

Employees are required to submit to their supervisors the notification of jury duty upon receiving it and to submit verification of daily attendance upon return to work.

#### **ARTICLE 22 - TEN-MONTH EMPLOYEES**

Employees appointed on a regular 10-month basis (those employed for the standard academic year beginning September 1 to June 30) generally receive benefits on a pro rata basis except for holiday pay which will be granted for those holidays that fall during the academic year only.

#### **ARTICLE 23 - PRORATION**

1. Vacations. Regular part-time employees who are scheduled to work for twenty (20) hours or more per week shall be entitled to a vacation with pay based upon their years of service and prorated on the basis of the average number of hours worked by them in the previous fiscal year from July 1 to June 30.
2. Holidays. All regular part-time employees who are scheduled to work for twenty (20) hours or more per week shall be entitled to holiday pay prorated on the basis of the number of hours per day for which they have been scheduled in the week in which the holiday occurs.
3. Jury Duty. Regular part-time employees who are scheduled to work for twenty (20) hours or more per week and who are called upon to serve on a jury shall be granted the necessary time off with pay prorated on the basis of the number of hours for which they have been scheduled to work per week during the three (3) month period prior to their service as jurors.
4. Sick Leave. Regular part-time employees who are scheduled for twenty (20) hours or more per week shall be entitled to earn fifteen (15) prorated sick leave days per fiscal year (1-1/4) pro rata days per month based on the percentage of their full-time employment. During the first year of employment part-time employees will earn sick leave at the rate of one (1) pro rata day per month of service except that part-time employees appointed on July 1 will earn sick leave at one and one quarter (1-1/4) pro rata days per month. The number of hours in each day of charged sick leave shall be based upon the number of hours scheduled for the employee on the day of sickness. Regular part time employees who are hired on or after July 1, 2000 will earn pro-rated sick leave in accordance with the provisions of Article 19, Section D.
5. Administrative Leave. Regular part-time employees who are scheduled for twenty (20) hours or more per week shall be entitled to three (3) days administrative leave at the beginning of each fiscal year prorated on the basis of the number of hours they are employed at the beginning of the fiscal year. The number of hours in each day of charged administrative leave shall be based upon the number of hours scheduled for the employee on the day of administrative leave.

#### **ARTICLE 24 - 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 layoff of persons, these matters shall also be discussed with the designated Union representative prior to their introduction. Any such layoffs shall be made pursuant to the layoff procedure in Article 7.

#### **ARTICLE 25 - JOB EVALUATION MANUAL**

The Job Evaluation Manual, as amended, agreed upon by Rutgers and the Union shall remain in effect during the term of this Agreement.

In the event that Rutgers establishes a new bargaining unit job title or changes the duties as described in the generic job description of an existing job title, the Union will be notified in writing of the new job title, the new job description and/or the changed generic job description, and the salary range assigned. If requested by the Union within twenty (20) working days of said notification, Rutgers and the Union shall negotiate the salary range assigned subject to the Public Employment Relations Commission rules governing negotiations. A list of all bargaining unit employees promoted or reclassified out of the unit will be sent to the Union President on a monthly basis. Copies of the administrative job posting sheets will be sent to the Union President as produced.

#### **ARTICLE 26 - UNIVERSITY PROCEDURES**

Rutgers and the Union agree that employees shall be entitled to enjoy, and shall be subject to, all terms and conditions of employment applicable to the bargaining unit 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 27 - GENERAL PROVISIONS**

1. Employees who are laid off, voluntarily or involuntarily, for the summer months shall be entitled to receive their vacation pay at the time of their layoff.
2. 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.

3. Rutgers will have available foul weather clothing for use by farm workers, or other employees, when needed.

4. At the close of the fiscal year, employees shall be refunded the deductions for meals made for regular salaried Dining Services employees for those full days on which an employee was absent from work on account of sickness, vacation, or other excused absence under this Agreement. In order to compensate the Division of Dining Services for said meals, Dining Services employees shall have the below deduction from their wages as follows:

\$2.25 per day                                  effective July 1, 2013

5. 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 5.

6. All employees shall have access to their central personnel file to review their official employee records. The request for review of such records shall be made in writing to the University Human Resources. The review of records shall be during regular office hours.

Grievance records should not be a part of the employee's personnel file. When any such documents are found in the personnel file, they shall be removed.

Upon a specific written request by an employee, the Union through a designated steward or Union officer, shall have the right to review that employee's file. Such request for review shall state the reason for the request, shall be scheduled in advance with the University Human Resources and shall take place during regular business hours.

7. Uniforms. Rutgers agrees to explore problems in this area if any develop.

8. Safety shoes will be provided for farm workers and those maintenance employees in Facilities Operations & Services, Physical Plant, Housing, Health Services, and in the Division of Dining Services where necessary and where provided they are required to be worn by employees. A subcommittee of management and Union representatives will be formed to explore other areas of employment in the bargaining unit that may require safety shoes.

9. The annual motor vehicle registration fee for employees wishing to register their vehicles for the use of surface campus parking facilities shall be 1/10th of 1% of the employee's annual salary for employees earning less than \$25,000. Thereafter, beginning January 1993, for salaries from \$25,000 to \$29,999 the rate shall be 11/100th of one percent (.0011). For salaries from \$30,000 to \$34,999, the rate shall be 12/100th of one percent (.0012). For salaries from \$35,000 to \$39,999 the rate shall be 14/100th of one percent (.0014). For salaries from \$40,000 to \$44,999 the rate shall be 16/100th of one percent (.0016). For salaries from \$45,000 to \$49,999 the rate shall be 18/100th of one percent (.0018). Thereafter, the rate shall increase 2/100th of one percent (.0002) for each additional \$10,000 of salary or portion thereof, the new rate to be applied to the entire salary.



The fee shall be based on the employee's annual salary at the time of billing.

To the extent permitted by law, effective with the registration next following January 1, 2000, employees who pay the motor vehicle registration fee for the use of campus parking facilities by way of payroll deduction shall be given the option of paying said fee by way of a pretax payroll deduction.

10. Meal Allowance. Employees, other than Dining Services employees, who are required to work for twelve (12) consecutive hours or more are entitled to one meal allowance of \$6.25 (six dollars and twenty-five cents) effective on ratification of the Agreement; \$6.50 (six dollars and fifty cents) effective July 1, 2008; \$6.75 (six dollars and seventy-five cents) effective July 1, 2009; and \$7.00 (seven dollars) effective July 1, 2010.

11. Clothing Allowance. A Clothing Allowance shall be paid as follows to each full-time employee who is on the payroll as of the date of payment as follows:

\$115 effective July 1, 2011  
\$115 effective July 1, 2012  
\$115 effective July 1, 2013  
\$115 effective July 1, 2014

Notwithstanding the above provision, the Clothing Allowance for Dining Services employees shall be \$95 per year.

12. For the term of the Agreement, if, in recruiting employees at range 15 and above, the University cannot hire the successful applicant unless a salary higher than step one of the appropriate salary range is offered, the University will immediately notify the Union that it intends to offer or has offered the applicant such a salary up to step 6 of the range and will provide the Union with information about the position at issue. Such applicants hired at either steps 5 or 6 of the range will have their initial normal merit increment delayed for one full year. If the Union wishes to negotiate particular future salary adjustments for applicants hired at steps 2 to 4 of the range, the Union shall request such negotiations.

13. At the request of an employee, access to his/her medical records which are maintained by the University will be granted. The request must be in writing and signed by the employee. The request must be made to the medical office where the records are maintained at least two (2) working days prior to the time the employee wishes to have access to such records. The original medical records may not leave the medical office where they are maintained and any inspection of the records must be completed in the presence of a member of the medical office staff during regular working hours. The employee may purchase copies of such medical records for his/her use at a cost of \$.10 per page.

14. Commencing September 1, 2012 Rutgers will provide access to a secure website listing all newly hired Classes 1, 3, and 4 employees who will be performing collective negotiations unit work and the employee's job title, department, campus, and date of hire.

15. Rutgers will apply Rutgers University Policy Library Section 60.3.19, as may be amended from time to time, on the same basis as it is applied to non-aligned employees. Said policy does not apply to weather closings which are covered by Policy 60.3.16.

#### **ARTICLE 28 - SAFETY COMMITTEE**

Rutgers and the Union agree to establish three safety committees, one on each of the three major campuses, to discuss mutual problems concerning employee safety and health. The committees shall be standing committees consisting of one representative from the Union and one from the Office of Labor Relations, with additional representatives if required. Each committee shall meet twice a year to discuss long-range overall safety and health problems of employees. Additional meetings may be scheduled by mutual consent and such consent will not be unreasonably withheld. Immediate safety problems should be reported to the Department of Radiation and Environmental Health and Safety.

#### **ARTICLE 29 - SEVERABILITY**

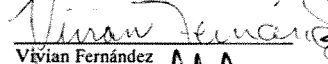

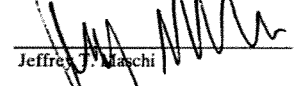
Rutgers and the Union understand and agree that all provisions of this Agreement are subject to law. In the event that any provision of this Agreement shall be rendered illegal or invalid under any applicable law, such illegality or invalidity shall affect only the particular provision which shall be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

ARTICLE 30 - TERM

This Agreement shall be effective from July 1, 2011 until 12 midnight on August 31, 2014.

DATE: November 20, 2012

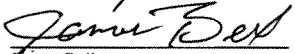
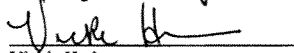
RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY

BY:   
Vivian Fernández  
  
Harry M. Agnostak  
  
Jeffrey J. Maschi

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

BY:   
Richard Gollin  
  
Terry L. Woodrow

LOCAL UNION NO. 888 AFFILIATED WITH AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

BY:   
Michael Hollard  
  
Michael Messner  
  
James Bell  
  
Rita Lopez  
  
Toni Wright  
  
Vickie Hudson  
  
Cathy Summers  
  
Chris Styles  
  
Matt Corson  
  
Bob Peterson  
  
Mike Yanchuck

APPENDIX A

TITLE	RANGE
Assistant Maintenance Mechanic .....	12
Baker A.....	14
Baker B.....	10
Carpet Repairer/General Maintenance Worker.....	16
Cook A .....	16
Cook B.....	14
Cook C.....	10
Cook's Helper .....	8
Courtesy Desk Worker Dining Services .....	8
Crafts Trainee Furniture/Fabric.....	12
Crafts Trainee-PP-1 yr.....	12
Crafts Trainee-PP-2 yrs .....	14
Crafts Trainee-PP-3 yrs .....	16
Crafts Trainee-PP-4 yrs .....	17
Custodian-Athletics-NB .....	8
Custodian-Facilities.....	8
Custodian-Housing.....	8
Custodian Group Leader-Athletics-NB.....	12
Custodian Group Leader-Facilities .....	12
Custodian Group Leader-Housing.....	12
Custodian/Utility Worker.....	10
Dining Services Worker-A .....	10
Dining Services Worker-B.....	8
Emergency Medical Technician.....	16
Emergency Medical Technician/Trainer.....	17
Energy Management Control Technician.....	18
Equipment Operator .....	14
Facilities Sr. General Maintenance Worker/Signmaker.....	14
Fire Alarm Technician.....	18
Furniture and Fabric Repairer .....	17
General Maintenance Worker .....	10
Golf Course Worker .....	12
Greenhouse/Field Technician-C.....	12
Greenhouse/Field Technician-N.....	12
Greenhouse Research Support Specialist.....	18
Grill Attendant/Cook.....	8
Grounds Technician – Athletics – NB .....	14
Groundsworker.....	10

Head Baker.....	16
Head General Maintenance Worker.....	16
Head Greenhouse/Field Technician.....	16
Head Research Animal Worker.....	18
Head Research Farmer.....	18
Head Soils and Plants Technician.....	16
Head Storekeeper.....	12
Head Supply Clerk.....	17
High Voltage Electrician/Maintenance Mechanic.....	18
Housekeeper.....	10
Housing Maintenance Mechanic.....	15
HVAC/Maintenance Mechanic.....	18
Landscape Technician.....	14
Laundry Attendant/Sewing Worker Group Leader.....	12
Leader Dining Services Operations.....	14
Maintenance Mechanic-Dining Services.....	17
Maintenance Mechanic-Housing.....	17
Master Electrician.....	20
Master Plumber/Steamfitter.....	20
Mechanic/Grounds Worker.....	15
Museum Security Officer.....	15
Paratransit Service Driver.....	11
Parking Senior General Maintenance Worker/Sign Maker.....	14
Porter/Driver.....	8
Public Safety Transit Service Driver.....	11
Research Animal Worker.....	14
Research Farmer.....	14
Security Guard Sergeant.....	15
Security Officer/Parking Enforcement Officer.....	12
Security Systems Technician.....	18
Senior Automobile/Maintenance Mechanic.....	18
Senior Carpenter/Maintenance Mechanic.....	18
Senior Electrician/Maintenance Mechanic.....	18
Senior Electrician/Maintenance Mechanic-Athletics-NB.....	18
Senior Electrician/Maintenance Mechanic-Housing and Conference Services.....	18
Senior General Maintenance Worker.....	14
Senior Greenhouse/Field Technician.....	14
Senior Greenhouse/Field Technician-C.....	14
Senior Greenhouse/Field Technician-N.....	14
Senior Locksmith.....	18
Senior Locksmith/Maintenance Mechanic.....	18
Senior Maintenance Mechanic.....	18

Senior Maintenance Mechanic-Athletics-NB .....	18
Senior Mason Plasterer/Maintenance Mechanic .....	18
Senior Painter/Maintenance Mechanic.....	18
Senior Plumber Steamfitter/Maintenance Mechanic.....	18
Senior Research Animal Worker.....	16
Senior Research Farmer .....	16
Senior Sign Crafter.....	18
Soils and Plants Technician.....	14
Special Service and Grounds Group Leader-Facilities .....	12
Special Service and Grounds Group Leader-Housing .....	12
Special Service and Grounds Worker-Facilities .....	10
Special Service and Grounds Worker-Housing.....	10
Storekeeper.....	10
Supply Clerk.....	14
Utility Leader/Cash Operations.....	10
Utility Worker/Driver.....	11
Utility Worker/Driver-DS .....	11
Utility Worker/Driver-Housing.....	11
Water Treatment Technician.....	11

**APPENDIX B**

\_\_\_\_\_  
Date

To: \_\_\_\_\_  
Supervisor

I wish to be considered for the next opening on the \_\_\_\_\_  
shift.

\_\_\_\_\_  
Foreman's Signature

\_\_\_\_\_  
Employee's Signature

**EMPLOYEE'S COPY**

-----  
\_\_\_\_\_  
Date

To: \_\_\_\_\_  
Supervisor

I wish to be considered for the next opening on the \_\_\_\_\_  
shift.

\_\_\_\_\_  
Foreman's Signature

\_\_\_\_\_  
Employee's Signature

**DEPARTMENT'S COPY**

APPENDIX C

RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY  
 THE OFFICE OF THE EXECUTIVE VICE PRESIDENT FOR ADMINISTRATIVE AFFAIRS  
 COMPENSATION SCHEDULE - ANNUAL SALARIES  
 EFFECTIVE APRIL 1, 2011

SALARY TABLE: AFSCME LOCAL 888

FISCAL DAYS: 261

RANGE	STEP:	01	02	03	04	05	06	07	08	09
6	ANNL	25339	26385	27433	28484	29526	30576	31630	32785	33830
	BIWK	970.84	1010.91	1051.07	1091.34	1131.26	1171.49	1211.88	1256.13	1296.16
	40HR	12.14	12.64	13.14	13.64	14.14	14.64	15.15	15.70	16.20
7	ANNL	26409	27506	28609	29712	30807	31909	33007	34229	35329
	BIWK	1011.85	1053.87	1096.13	1138.39	1180.34	1222.56	1264.62	1311.44	1353.59
	40HR	12.65	13.17	13.70	14.23	14.75	15.28	15.81	16.39	16.92
8	ANNL	27533	28682	29842	31000	32158	33315	34477	35745	36909
	BIWK	1054.89	1098.94	1143.38	1187.75	1232.11	1276.44	1320.96	1369.53	1414.13
	40HR	13.19	13.74	14.29	14.85	15.40	15.96	16.51	17.12	17.68
9	ANNL	28712	29917	31136	32352	33563	34774	35992	37321	38533
	BIWK	1100.07	1146.23	1192.93	1239.56	1285.95	1332.34	1379.00	1429.92	1476.35
	40HR	13.75	14.33	14.91	15.49	16.07	16.65	17.24	17.87	18.45
10	ANNL	29947	31222	32492	33763	35037	36306	37569	38980	40255
	BIWK	1147.40	1196.24	1244.90	1293.59	1342.40	1391.05	1439.43	1493.50	1542.35
	40HR	14.34	14.95	15.56	16.17	16.78	17.39	17.99	18.67	19.28
11	ANNL	31241	32583	33910	35246	36584	37920	39251	40718	41389
	BIWK	1196.99	1248.41	1299.24	1350.43	1401.69	1452.88	1503.87	1560.09	1585.78
	40HR	14.96	15.61	16.24	16.88	17.52	18.16	18.80	19.50	19.82
12	ANNL	32603	34004	35408	36811	38205	39607	41005	42545	43946
	BIWK	1249.15	1302.83	1356.63	1410.39	1463.80	1517.52	1571.08	1630.07	1683.75
	40HR	15.61	16.29	16.96	17.63	18.30	18.97	19.64	20.38	21.05
13	ANNL	34033	35504	36976	38453	39921	41393	42870	44494	45964
	BIWK	1303.96	1360.29	1416.70	1473.31	1529.52	1585.94	1642.54	1704.76	1761.05
	40HR	16.30	17.00	17.71	18.42	19.12	19.82	20.53	21.31	22.01
14	ANNL	35535	37081	38626	40171	41719	43264	44818	46509	48174
	BIWK	1361.50	1420.72	1479.94	1539.11	1598.41	1657.63	1717.16	1781.95	1845.73
	40HR	17.02	17.76	18.50	19.24	19.98	20.72	21.46	22.27	23.07
15	ANNL	37129	38727	40348	41980	43600	45225	46849	48627	50250
	BIWK	1422.55	1483.80	1545.90	1608.43	1670.49	1732.75	1794.97	1863.12	1925.30
	40HR	17.78	18.55	19.32	20.11	20.88	21.66	22.44	23.29	24.07
16	ANNL	38766	40481	42188	43889	45604	47308	49013	50889	52599
	BIWK	1485.28	1551.01	1616.38	1681.56	1747.29	1812.55	1877.89	1949.78	2015.27
	40HR	18.57	19.39	20.20	21.02	21.84	22.66	23.47	24.37	25.19
17	ANNL	40509	42304	44092	45887	47681	49476	51267	53246	55037
	BIWK	1552.06	1620.83	1689.36	1758.13	1826.86	1895.63	1964.24	2040.07	2108.68
	40HR	19.40	20.26	21.12	21.98	22.84	23.70	24.55	25.50	26.36
18	ANNL	42336	44222	46091	47976	49855	51738	53617	55678	57563
	BIWK	1622.07	1694.31	1765.93	1838.17	1910.17	1982.29	2054.30	2133.24	2205.48
	40HR	20.28	21.18	22.07	22.98	23.88	24.78	25.68	26.67	27.57
19	ANNL	44255	46226	48190	50170	52138	54116	56081	58239	60211
	BIWK	1695.60	1771.11	1846.35	1922.22	1997.61	2073.40	2148.68	2231.37	2306.92
	40HR	21.19	22.14	23.08	24.03	24.97	25.92	26.86	27.89	28.84
20	ANNL	46273	48338	50391	52473	54537	56612	58670	60919	62988
	BIWK	1772.91	1852.04	1930.68	2010.48	2089.54	2169.03	2247.90	2334.05	2413.35
	40HR	22.16	23.15	24.13	25.13	26.12	27.11	28.10	29.18	30.17



APPENDIX C

RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY  
 THE OFFICE OF THE EXECUTIVE VICE PRESIDENT FOR ADMINISTRATIVE AFFAIRS  
 COMPENSATION SCHEDULE - ANNUAL SALARIES  
 EFFECTIVE FEBRUARY 1, 2012

SALARY TABLE: AFSCME LOCAL 888

FISCAL DAYS: 261

RANGE	STEP:	01	02	03	04	05	06	07	08	09
6	ANNL	25782	26847	27913	28982	30043	31111	32184	33359	34422
	BIWK	987.82	1028.60	1069.46	1110.44	1151.05	1191.99	1233.09	1278.11	1318.85
	40HR	12.35	12.86	13.37	13.88	14.39	14.90	15.41	15.98	16.49
7	ANNL	26871	27987	29110	30232	31346	32467	33584	34828	35947
	BIWK	1029.55	1072.32	1115.31	1158.31	1200.99	1243.95	1286.75	1334.39	1377.27
	40HR	12.87	13.40	13.94	14.48	15.01	15.55	16.08	16.68	17.22
8	ANNL	28014	29184	30364	31543	32721	33898	35080	36370	37555
	BIWK	1073.35	1118.17	1163.39	1208.53	1253.67	1298.77	1344.07	1393.50	1438.88
	40HR	13.42	13.98	14.54	15.11	15.67	16.23	16.80	17.42	17.99
9	ANNL	29214	30440	31680	32919	34151	35383	36622	37974	39207
	BIWK	1119.32	1166.29	1213.81	1261.25	1308.45	1355.66	1403.14	1454.94	1502.19
	40HR	13.99	14.58	15.17	15.77	16.36	16.95	17.54	18.19	18.78
10	ANNL	30471	31768	33060	34354	35650	36942	38227	39663	40960
	BIWK	1167.48	1217.18	1266.68	1316.23	1365.89	1415.39	1464.62	1519.64	1569.34
	40HR	14.59	15.21	15.83	16.45	17.07	17.69	18.31	19.00	19.62
11	ANNL	31788	33154	34504	35863	37224	38584	39938	41431	42113
	BIWK	1217.93	1270.25	1321.98	1374.06	1426.22	1478.31	1530.19	1587.39	1613.53
	40HR	15.22	15.88	16.52	17.18	17.83	18.48	19.13	19.84	20.17
12	ANNL	33173	34599	36028	37455	38874	40300	41723	43289	44715
	BIWK	1271.01	1325.63	1380.37	1435.07	1489.41	1544.07	1598.58	1658.59	1713.21
	40HR	15.89	16.57	17.25	17.94	18.62	19.30	19.98	20.73	21.42
13	ANNL	34629	36125	37623	39126	40619	42117	43621	45273	46768
	BIWK	1326.78	1384.10	1441.50	1499.09	1556.29	1613.69	1671.29	1734.59	1791.87
	40HR	16.58	17.30	18.02	18.74	19.45	20.17	20.89	21.68	22.40
14	ANNL	36157	37730	39302	40874	42449	44021	45602	47323	49017
	BIWK	1385.33	1445.58	1505.84	1566.05	1626.38	1686.64	1747.21	1813.13	1878.03
	40HR	17.32	18.07	18.82	19.58	20.33	21.08	21.84	22.66	23.48
15	ANNL	37778	39405	41054	42715	44363	46016	47669	49478	51130
	BIWK	1447.45	1509.76	1572.95	1636.58	1699.73	1763.07	1826.38	1895.72	1958.99
	40HR	18.09	18.87	19.66	20.46	21.25	22.04	22.83	23.70	24.49
16	ANNL	39444	41190	42926	44657	46402	48136	49871	51780	53519
	BIWK	1511.27	1578.15	1644.67	1710.99	1777.87	1844.27	1910.75	1983.90	2050.54
	40HR	18.89	19.73	20.56	21.39	22.22	23.05	23.88	24.80	25.63
17	ANNL	41218	43044	44864	46690	48515	50342	52164	54178	56000
	BIWK	1579.22	1649.19	1718.93	1788.90	1858.83	1928.80	1998.62	2075.77	2145.58
	40HR	19.74	20.61	21.49	22.36	23.24	24.11	24.98	25.95	26.82
18	ANNL	43077	44995	46897	48816	50728	52643	54555	56652	58570
	BIWK	1650.46	1723.96	1796.83	1870.33	1943.60	2016.98	2090.25	2170.57	2244.08
	40HR	20.63	21.55	22.46	23.38	24.29	25.21	26.13	27.13	28.05
19	ANNL	45030	47035	49033	51048	53050	55063	57062	59258	61264
	BIWK	1725.27	1802.11	1878.66	1955.86	2032.57	2109.68	2186.28	2270.41	2347.29
	40HR	21.57	22.53	23.48	24.45	25.41	26.37	27.33	28.38	29.34
20	ANNL	47083	49184	51273	53392	55491	57602	59697	61985	64091
	BIWK	1803.93	1884.46	1964.46	2045.66	2126.11	2206.99	2287.23	2374.90	2455.58
	40HR	22.55	23.56	24.56	25.57	26.58	27.59	28.59	29.69	30.69

APPENDIX C

RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY  
 THE OFFICE OF THE EXECUTIVE VICE PRESIDENT FOR ADMINISTRATIVE AFFAIRS  
 COMPENSATION SCHEDULE - ANNUAL SALARIES  
 EFFECTIVE OCTOBER 1, 2012

SALARY TABLE: AFSCME LOCAL 888

FISCAL DAYS: 261

RANGE	STEP:	01	02	03	04	05	06	07	08	09
6	ANNL	26233	27316	28401	29490	30568	31655	32747	33942	35024
	BIWK	1008.98	1050.63	1092.36	1134.21	1175.70	1217.52	1259.49	1305.48	1347.09
	40HR	12.61	13.13	13.65	14.18	14.70	15.22	15.74	16.32	16.84
7	ANNL	27342	28477	29619	30761	31895	33035	34172	35437	36576
	BIWK	1051.60	1095.28	1139.20	1183.12	1226.71	1270.59	1314.31	1362.97	1406.77
	40HR	13.15	13.69	14.24	14.79	15.33	15.88	16.43	17.04	17.58
8	ANNL	28505	29695	30896	32095	33293	34491	35694	37007	38212
	BIWK	1096.33	1142.11	1188.30	1234.41	1280.52	1326.59	1372.85	1423.34	1469.69
	40HR	13.70	14.28	14.85	15.43	16.01	16.58	17.16	17.79	18.37
9	ANNL	29726	30973	32235	33495	34748	36002	37263	38639	39893
	BIWK	1143.29	1191.26	1239.80	1288.26	1336.47	1384.69	1433.18	1486.10	1534.35
	40HR	14.29	14.89	15.50	16.10	16.71	17.31	17.91	18.58	19.18
10	ANNL	31004	32324	33639	34955	36274	37588	38896	40357	41677
	BIWK	1192.48	1243.24	1293.81	1344.41	1395.14	1445.70	1495.98	1552.18	1602.95
	40HR	14.91	15.54	16.17	16.81	17.44	18.07	18.70	19.40	20.04
11	ANNL	32344	33734	35107	36491	37876	39259	40637	42156	42850
	BIWK	1244.01	1297.45	1350.29	1403.49	1456.76	1509.96	1562.96	1621.38	1648.08
	40HR	15.55	16.22	16.88	17.54	18.21	18.87	19.54	20.27	20.60
12	ANNL	33754	35204	36658	38111	39554	41006	42453	44047	45497
	BIWK	1298.22	1354.01	1409.93	1465.80	1521.31	1577.14	1632.81	1694.11	1749.90
	40HR	16.23	16.93	17.62	18.32	19.02	19.71	20.41	21.18	21.87
13	ANNL	35235	36757	38281	39811	41330	42854	44384	46065	47586
	BIWK	1355.19	1413.74	1472.36	1531.19	1589.62	1648.24	1707.07	1771.74	1830.24
	40HR	16.94	17.67	18.40	19.14	19.87	20.60	21.34	22.15	22.88
14	ANNL	36790	38390	39990	41589	43191	44792	46400	48151	49874
	BIWK	1414.99	1476.54	1538.08	1599.58	1661.21	1722.75	1784.62	1851.96	1918.24
	40HR	17.69	18.46	19.23	19.99	20.77	21.53	22.31	23.15	23.98
15	ANNL	38439	40094	41772	43462	45139	46822	48503	50344	52024
	BIWK	1478.44	1542.09	1606.63	1671.62	1736.12	1800.83	1865.49	1936.32	2000.94
	40HR	18.48	19.28	20.08	20.90	21.70	22.51	23.32	24.20	25.01
16	ANNL	40134	41910	43677	45438	47214	48978	50743	52686	54456
	BIWK	1543.63	1611.94	1679.89	1747.63	1815.94	1883.77	1951.67	2026.38	2094.45
	40HR	19.30	20.15	21.00	21.85	22.70	23.55	24.40	25.33	26.18
17	ANNL	41939	43797	45649	47507	49365	51223	53077	55126	56980
	BIWK	1613.04	1684.51	1755.73	1827.20	1898.63	1970.11	2041.41	2120.22	2191.53
	40HR	20.16	21.06	21.95	22.84	23.73	24.63	25.52	26.50	27.39
18	ANNL	43831	45783	47718	49670	51616	53565	55510	57643	59595
	BIWK	1685.80	1760.88	1835.31	1910.38	1985.22	2060.17	2135.01	2217.05	2292.13
	40HR	21.07	22.01	22.94	23.88	24.82	25.75	26.69	27.71	28.65
19	ANNL	45818	47858	49891	51941	53979	56026	58061	60295	62336
	BIWK	1762.22	1840.70	1918.89	1997.74	2076.10	2154.86	2233.10	2319.03	2397.55
	40HR	22.03	23.01	23.99	24.97	25.95	26.94	27.91	28.99	29.97
20	ANNL	47907	50045	52170	54326	56462	58610	60741	63070	65212
	BIWK	1842.56	1924.81	2006.53	2089.47	2171.63	2254.25	2336.21	2425.75	2508.16
	40HR	23.03	24.06	25.08	26.12	27.15	28.18	29.20	30.32	31.35

APPENDIX C

RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY  
 THE OFFICE OF THE EXECUTIVE VICE PRESIDENT FOR ADMINISTRATIVE AFFAIRS  
 COMPENSATION SCHEDULE - ANNUAL SALARIES  
 EFFECTIVE JULY 1, 2013

SALARY TABLE: AFSCME LOCAL 888

FISCAL DAYS: 261

RANGE	STEP:	01	02	03	04	05	06	07	08	09
6	ANNL	26693	27794	28898	30006	31103	32209	33320	34536	35637
	BIWK	1022.70	1064.92	1107.22	1149.64	1191.69	1234.08	1276.62	1323.23	1365.41
	40HR	12.78	13.31	13.84	14.37	14.90	15.43	15.96	16.54	17.07
7	ANNL	27820	28976	30137	31299	32453	33613	34770	36057	37216
	BIWK	1065.90	1110.17	1154.69	1199.21	1243.40	1287.87	1332.19	1381.51	1425.90
	40HR	13.32	13.88	14.43	14.99	15.54	16.10	16.65	17.27	17.82
8	ANNL	29003	30215	31437	32656	33876	35095	36319	37654	38881
	BIWK	1111.24	1157.65	1204.47	1251.20	1297.94	1344.63	1391.53	1442.70	1489.68
	40HR	13.89	14.47	15.06	15.64	16.22	16.81	17.39	18.03	18.62
9	ANNL	30246	31515	32799	34081	35356	36632	37915	39315	40591
	BIWK	1158.84	1207.46	1256.66	1305.78	1354.65	1403.52	1452.68	1506.31	1555.22
	40HR	14.49	15.09	15.71	16.32	16.93	17.54	18.16	18.83	19.44
10	ANNL	31547	32890	34228	35566	36908	38246	39576	41063	42406
	BIWK	1208.70	1260.15	1311.41	1362.70	1414.11	1465.37	1516.33	1573.29	1624.75
	40HR	15.11	15.75	16.39	17.03	17.68	18.32	18.95	19.67	20.31
11	ANNL	32910	34324	35722	37129	38539	39946	41348	42894	43600
	BIWK	1260.93	1315.10	1368.65	1422.57	1476.58	1530.50	1584.22	1643.44	1670.50
	40HR	15.76	16.44	17.11	17.78	18.46	19.13	19.80	20.54	20.88
12	ANNL	34345	35820	37300	38778	40246	41723	43196	44818	46294
	BIWK	1315.88	1372.43	1429.10	1485.74	1542.00	1598.59	1655.02	1717.15	1773.70
	40HR	16.45	17.16	17.86	18.57	19.27	19.98	20.69	21.46	22.17
13	ANNL	35852	37400	38951	40508	42053	43604	45161	46871	48419
	BIWK	1373.62	1432.96	1492.39	1552.02	1611.24	1670.66	1730.29	1795.84	1855.14
	40HR	17.17	17.91	18.65	19.40	20.14	20.88	21.63	22.45	23.19
14	ANNL	37434	39062	40690	42317	43947	45575	47212	48994	50747
	BIWK	1434.24	1496.62	1559.00	1621.34	1683.80	1746.19	1808.90	1877.15	1944.34
	40HR	17.93	18.71	19.49	20.27	21.05	21.83	22.61	23.46	24.30
15	ANNL	39112	40796	42503	44223	45929	47641	49352	51225	52935
	BIWK	1498.55	1563.07	1628.49	1694.36	1759.74	1825.32	1890.87	1962.65	2028.15
	40HR	18.73	19.54	20.36	21.18	22.00	22.82	23.64	24.53	25.35
16	ANNL	40837	42644	44441	46234	48041	49835	51631	53608	55409
	BIWK	1564.63	1633.87	1702.74	1771.40	1840.64	1909.39	1978.22	2053.94	2122.94
	40HR	19.56	20.42	21.28	22.14	23.01	23.87	24.73	25.67	26.54
17	ANNL	42673	44564	46448	48339	50228	52119	54006	56090	57977
	BIWK	1634.98	1707.42	1779.61	1852.06	1924.46	1996.90	2069.18	2149.06	2221.34
	40HR	20.44	21.34	22.25	23.15	24.06	24.96	25.86	26.86	27.77
18	ANNL	44598	46584	48553	50539	52519	54502	56482	58652	60638
	BIWK	1708.73	1784.83	1860.27	1936.37	2012.22	2088.19	2164.05	2247.21	2323.31
	40HR	21.36	22.31	23.25	24.20	25.15	26.10	27.05	28.09	29.04
19	ANNL	46619	48696	50764	52850	54923	57007	59077	61350	63427
	BIWK	1786.19	1865.73	1944.99	2024.91	2104.33	2184.17	2263.47	2350.57	2430.16
	40HR	22.33	23.32	24.31	25.31	26.30	27.30	28.29	29.38	30.38
20	ANNL	48745	50921	53083	55277	57451	59636	61804	64173	66353
	BIWK	1867.62	1950.99	2033.82	2117.89	2201.17	2284.91	2367.99	2458.75	2542.28
	40HR	23.35	24.39	25.42	26.47	27.51	28.56	29.60	30.73	31.78

## APPENDIX D

Titles referenced in Article 7, Seniority, Section 16.e

**FROM:** 10869 Auto/Maintenance Mechanic  
**TO:** 10898 Senior Auto/Maintenance Mechanic

**FROM:** 10870 Carpenter/Maintenance Mechanic  
**TO:** 10893 Senior Carpenter/Maintenance Mechanic

**FROM:** 10871 Electrician/Maintenance Mechanic  
**TO:** 10894 Senior Electrician/Maintenance Mechanic

**FROM:** 10872 Locksmith/Maintenance Mechanic  
**TO:** 10890 Senior Locksmith/Maintenance Mechanic

**FROM:** 10873 Maintenance Mechanic  
**TO:** 10892 Senior Maintenance Mechanic

**FROM:** 10874 Mason Plasterer/Maintenance Mechanic  
**TO:** 10895 Senior Mason Plasterer/Maintenance Mechanic

**FROM:** 10875 Painter/Maintenance Mechanic  
**TO:** 10896 Senior Painter/Maintenance Mechanic

**FROM:** 10876 Plumber Steamfitter/Maintenance Mechanic  
**TO:** 10897 Senior Plumber Steamfitter/Maintenance Mechanic

**RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY  
CERTIFICATIONS REQUIRED FOR USE OF SICK LEAVE TO CARE FOR  
A SERIOUSLY ILL FAMILY MEMBER**

This form must be submitted to your supervisor for approval in advance of your absence to provide care for a seriously ill family member whenever possible. In cases when it is not possible to submit the form in advance, it must be submitted not later than 30 days after your absence to provide care for a seriously ill family member. **Without prior and complete certification Sick Leave use will not be permitted for the employee.**

**CERTIFICATION BY THE EMPLOYEE (please print clearly)**

I have read the DEFINITIONS on the reverse side and I certify that on the following DATE(S):

\_\_\_\_; \_\_\_\_; \_\_\_\_; \_\_\_\_; \_\_\_\_; \_\_\_\_; \_\_\_\_; \_\_\_\_; \_\_\_\_; \_\_\_\_;  
 \_\_\_\_; \_\_\_\_; \_\_\_\_; \_\_\_\_; \_\_\_\_; I will/did provide the following CARE

(please specify) \_\_\_\_\_

to my SERIOUSLY ILL FAMILY MEMBER \_\_\_\_\_  
 (Name of Seriously ill family member)

Who is my (check one): Spouse    Parent    Child under 18    Child 18 or over  
 incapable of self care

\_\_\_\_\_  
 Print Employee Name                      Employee Signature                      Date

**CERTIFICATION BY HEALTH CARE PROVIDER**

I have read the DEFINITIONS on the reverse side and I certify that the individual named above as the SERIOUSLY ILL FAMILY MEMBER is my patient who suffers from a SERIOUS HEALTH CONDITION as defined. I also certify that the above named employee of Rutgers University needs/needed to provide CARE for the seriously ill family member identified above on the following dates:

\_\_\_\_\_  
 \_\_\_\_\_

_____ Please print or type Name of Health Care Provider	_____ Type of Practice
_____ Street Address	_____ Telephone Number
_____ City, State, Zip Code	_____ Date of Certification
_____ Signature of Health Care Provider	_____ License Number

**DEFINITIONS FOR USE OF SICK LEAVE TO CARE FOR  
A SERIOUSLY ILL FAMILY MEMBER**

**Definition of Serious Health Condition**

- A. Illness, injury, impairment, physical or mental condition that involves one or more of the following:
1. Inpatient care in a hospital, hospice, residential medical care facility for treatment, recovery, subsequent treatment in connection with the inpatient care.
  2. Continuing treatment for:
    - a. a period of incapacity (inability to work, attend school, perform regular daily activities) for more than 3 consecutive calendar days if the period of incapacity also involves treatment two or more times by a health care provider followed by a regimen of continuing treatment under the supervision of a health care provider. Regimen includes a course of prescription medication or therapy requiring special equipment to resolve or alleviate the serious health condition, e.g., oxygen.
    - b. a period of incapacity due to chronic serious health condition. A chronic condition is one which (1) requires periodic visits for treatment by a health care provider; (2) continues over an extended period of time; and (3) may cause episode rather than a continuing period of incapacity, e.g., asthma, diabetes, epilepsy, etc.
    - c. a period of incapacity which is permanent or long term due to a condition for which treatment may not be effective such as Alzheimer's, a severe stroke, terminal stages of a disease.
    - d. Medical intervention, such as chemotherapy, dialysis, etc.

**Not Included in Definition of Serious Health Condition**

- A. Ordinary cosmetic treatments, the common cold, flu, ear aches, upset stomach, minor ulcers, headaches, routine dental problems are not serious health conditions. Mental illness, stress or allergies are not a serious health condition unless all other conditions are met
- B. Substance abuse is not a serious health condition unless treatment by a health care provider is involved.
- C. Over the counter medication, bed rest, exercise, and other similar activities that can be initiated without a visit to a health care provider are not, by themselves, a regimen or treatment.
- D. Treatment does not include routine medical, physical, eye, or dental exams.

**Definition of Care of A Seriously Ill family Member**

**Care of a Seriously Ill Family Member** is the employee's attendance at a hospital, health care facility, or at home, or transport to medical treatment, when certified by a health care provider. It **does not** cover matters unrelated to medical needs such as baby-sitting, running errands, and/or running a business for the family member while he/she is ill; for these purposes, the appropriate charge is vacation, administrative leave, personal holiday, or leave without pay.

**Covered Family Members**

**Spouse** is a husband or wife as recognized under New Jersey state law for purposes of marriage.

**Child** is a son/daughter of the employee under the age of 18 who is the biological, adopted, or foster child, stepchild, or legal ward; or over the age of 18 who is incapable of self care because of a mental or physical impairment.

**Parent** is a biological, adoptive, or step-parent, or legal guardian.

APPENDIX F

**EMPLOYEE INTEREST FORM TO MOVE FROM 10-MONTH TO 12-MONTH ASSIGNMENT**

To: \_\_\_\_\_ Date\*  
Supervisor

I wish to be considered for the next 12-month opening within my job classification within my seniority unit.

\_\_\_\_\_  
Supervisor's Signature Employee's Signature

\*A 10-month employee must file a new interest form every six (6) months in order to maintain consideration for a twelve (12) month appointment.

EMPLOYEE'S COPY

APPENDIX F

**EMPLOYEE INTEREST FORM TO MOVE FROM 10-MONTH TO 12-MONTH ASSIGNMENT**

To: \_\_\_\_\_ Date\*  
Supervisor

I wish to be considered for the next 12-month opening within my job classification within my seniority unit.

\_\_\_\_\_  
Supervisor's Signature Employee's Signature

\*A 10-month employee must file a new interest form every six (6) months in order to maintain consideration for a twelve (12) month appointment.

DEPARTMENT'S COPY

APPENDIX G

**EMPLOYEE INTEREST FORM TO MOVE FROM PART-TIME TO FULL-TIME APPOINTMENT**

To: \_\_\_\_\_ Date\*  
Supervisor

I wish to be considered for the next full-time opening within my job classification within my seniority unit.

\_\_\_\_\_  
Supervisor's Signature Employee's Signature

\*A part-time employee must file a new interest form every six (6) months in order to maintain consideration for a full-time appointment.

EMPLOYEE'S COPY

APPENDIX G

**EMPLOYEE INTEREST FORM TO MOVE FROM PART-TIME TO FULL-TIME APPOINTMENT**

To: \_\_\_\_\_ Date\*  
Supervisor

I wish to be considered for the next full-time opening within my job classification within my seniority unit.

\_\_\_\_\_  
Supervisor's Signature Employee's Signature

\*A part-time employee must file a new interest form every six (6) months in order to maintain consideration for a full-time appointment.

DEPARTMENT'S COPY



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**ADDENDA**

The following Side Bar Agreements are included as addenda, but are not part of, the July 1, 2003 to June 30, 2007 Contract.

**SIDE BAR AGREEMENT BETWEEN RUTGERS AND LOCAL 888 FOR THE JULY 1, 1999 THROUGH JUNE 30, 2003 AGREEMENT REGARDING THE RUTGERS/LOCAL 888 JOINT COMPENSATION COMMITTEE**

1. Rutgers, The State University of New Jersey, and AFSCME Local #888 hereby establish a Joint Committee on Compensation (JCC).
2. The JCC shall be composed of three (3) representatives from AFSCME Local #888 and three (3) representatives from Rutgers.
3. The JCC shall meet no less than once per semester beginning in Fall 2000. The JCC agrees to jointly collect data/information which may be accomplished through the establishment of sub-groups.
4. The JCC shall discuss various/alternative forms of compensation systems possible for different job titles in the unit with a view towards better informing the parties. For example, parties may gather information regarding:
  - Job rate systems
  - Seniority based compensation systems
  - Performance based compensation systems
  - Variable based compensation systems
  - Peer based evaluation systems
  - Incentive compensation systems
5. This information may be used by the parties to formulate positions on salary and compensation during the next round of negotiations but shall, in no way, be binding on either party.
6. Both parties agree that these discussions shall not be construed as tacit approval of any matter discussed.



Office of Labor Relations · Rutgers, The State University of New Jersey  
60 College Avenue · New Brunswick · New Jersey 08901-8541  
(732) 932-7162 · FAX: (732) 932-0018

March 30, 2004

Rich Gollin  
Director, AFSCME Council 52  
516 Johnston Avenue  
Jersey City, NJ 07304

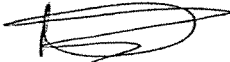
Re: Agreement Between AFSCME Local  
888 and Rutgers Article 15(4)(d) –  
Hours of Work

Dear Rich:

Pursuant to our conversation of March 29, 2004, it is agreed that the provisions contained in Article 15 (4) (d) of the Agreement between Local 888 and Rutgers will be modified such that overtime records will be examined in July 2004, January 2005, July 2005, January 2006, July 2006, and January 2007, for the purposes set forth in said article of the Agreement.

This change to the Agreement will be reflected in the new codified agreement to be drafted following ratification and execution.

Very truly yours,



Harry M. Agnostak  
Director, Office of Labor Relations

Cc: J. Maschi  
K. Bannai



Office of Labor Relations · Rutgers, The State University of New Jersey  
60 College Avenue · New Brunswick · New Jersey 08901-8541  
(732) 932-7162 · FAX: (732) 932-0018

April 7, 2004

Rich Gollin  
AFSCME Council 52, Director  
516 Johnston Avenue  
Jersey City, NJ 07304

Re: One Range Upgrade for the Position of  
Security Officer/Parking Enforcement  
Officer

Dear Mr. Gollin:

Pursuant to an agreement reached on March 8, 2004, effective July 1, 2004, the position of Security Officer/Parking Enforcement Officer will be upgraded one salary range from range 11 to range 12. A revised job description will be issued to reflect these changes.

Very truly yours,

A handwritten signature in black ink, appearing to be "Harry M. Agnostak", written over a horizontal line.

Harry M. Agnostak  
Director, Office of Labor Relations

Cc: S. Russell  
P. Kelly

September 5, 2007

Rich Gollin, Director  
AFSCME Council 52  
516 Johnston Avenue  
Jersey City, NJ 07304

Re: Inactive Titles to be Deleted from Local 888 Agreement

Dear Mr. Gollin:

During a recent review of many of the job descriptions for titles within the AFSCME Local 888 bargaining unit it was determined that many of the titles listed within Appendix A are inactive in that they are not encumbered and represent functions or job titles that are obsolete, or no longer required by the departments in which these positions existed.

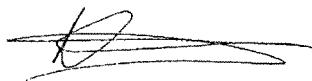
While the University does not propose or suggest removal of these titles from among the titles properly recognized as within the AFSCME Local 888 bargaining unit, the University intends to deem these title as "Inactive" as a matter of administrative maintenance. Should a hiring need arise, the duties and responsibilities of which are determined to be within the scope of one of these titles, the title will simply be re-deemed as "active" and any individual hired into such position will be recognized as bargaining-unit eligible so long as the individual meets the eligibility criteria set forth in the collective agreement's Recognition article.

Titles to be deemed Inactive:

TITLE	RANGE
Animal Husbandry Research Worker	11
Assistant furniture & Fabric/ Flooring Repair Worker	14
Assistant Greenhouse/ field Technician	8
Assistant Soils and Plants Technician	11
Automobile/ Maintenance Mechanic	17
Carpenter/ Maintenance Mechanic	17
Crafts Utility Worker	9
Dairy Plant Operator	14
Dietetic Assistant	12

Dispatcher/ Maintenance Attendant	11
Electrician/ Maintenance Mechanic	17
Elevator/ Maintenance Mechanic	18
Fire Extinguisher Technician	16
Fire Extinguisher Worker	13
Greenhouse/ Field Technician	12
Handicapped Transport Service Driver	11
Head Research Dairy Worker	18
Head Sewing Worker	11
Inspector Fire Alarm Systems	18
Laundry Attendant/ Sewing Worker	8
Licensed Custodian	9
Locksmith/ Maintenance Mechanic	17
Maintenance Mechanic-Facilities	17
Mason Plasterer/ Maintenance Mechanic	17
Painter/ Maintenance Mechanic	17
Plumber Steamfitter/ Maintenance Mechanic	17
Refrigeration & Air Conditioning/ Maintenance Mechanic	18
Research Dairy Worker	14
Research Facility Mechanic	17
Sanitation Truck Driver	12
Sanitation Worker	11
Senior Animal Husbandry Research Worker	14
Senior Research Dairy Worker	16
Sewing Worker	9
Sign Crafter	17

Sincerely,



Harry M. Agnostak,  
Assistant VP, Human Resources

**Settlement Agreement between AFSCME Council 52 and its Locals 888 and 1761 and Rutgers, The State University of New Jersey**

A certain dispute has arisen between Rutgers, The State University of New Jersey and the American Federation of State, County and Municipal Employees, AFL-CIO, Council 52 and its Locals 888 and 1761, arising out of the Memorandum of Agreement ("MOA") signed by the parties dated September 30, 2009. That dispute is pending before Arbitrator Martin F. Scheinman, bearing PERC Docket No. AR-2010-907.

In full and final settlement of those disputes and arbitration, the parties agree as follows:

**A. Payment of salary increases to AFSCME unit members due under the September 30, 2009 MOA**

1. April 1, 2011 - AFSCME unit members shall receive a 1.75% across-the-board salary increase to base salary. Such increase shall be based on the unit member's salary as of March 31, 2011. To be eligible for this payment, members of the unit must have been on the University's payroll in an AFSCME negotiations unit position on March 31, 2011, and continue to be on the payroll in an AFSCME negotiations unit position on the date of payment.
2. February 1, 2012 - AFSCME unit members shall receive a 1.75% across-the-board salary increase to base salary. Such increase shall be based on the unit member's salary as of January 31, 2012. To be eligible for this payment, members of the unit must have been on the University's payroll in an AFSCME negotiations unit position on January 31, 2012, and continue to be on the payroll in an AFSCME negotiations unit position on the date of payment.
3. October 1, 2012 - AFSCME unit members shall receive a 1.75% across-the-board salary increase to base salary. Such increase shall be based on the unit member's salary as of September 30, 2012. To be eligible for this payment, members of the unit must have been on the University's payroll in an AFSCME negotiations unit position on September 30, 2012, and continue to be on the payroll in an AFSCME negotiations unit position on the date of payment.
4. July 1, 2013 - AFSCME unit members shall receive a 1.75% across-the-board salary increase to base salary. Such increase shall be based on the unit member's salary as of June 30, 2013. To be eligible for this payment, members of the unit must have been on the University's payroll in an AFSCME negotiations unit position on June 30, 2013, and continue to be on the payroll in an AFSCME negotiations unit position on the date of payment.
5. A unit member returning from an unpaid leave of absence will have his/her salary adjusted prospectively by the amount of any salary increases set forth above for

which the unit member would have been eligible had the unit member not been on an unpaid leave of absence.

**B. Increments**

1. The normal merit increments for FY2010 (set forth in Article 10 – Salary of the Local 888 collective negotiations agreement and Article 20 of the Local 1761 collective negotiations agreement) will be deferred until FY 2013, at which time the increments will become effective prospectively and become part of the base salary for all employees who but for the deferral would have received increments during FY2010. To be eligible to receive increments, employees also must be on the University payroll in an AFSCME unit position as of the date of payment.
2. The normal merit increments for FY2011 (set forth in Article 10 – Salary of the Local 888 collective negotiations agreement and Article 20 of the Local 1761 collective negotiations agreement) will be deferred until FY 2014, at which time the increments will become effective prospectively and become part of the base salary for all employees who but for the deferral would have received increments during FY2011. To be eligible to receive increments, employees also must be on the University payroll in an AFSCME unit position as of the date of payment.

**C. Lump Sum Payment**

All AFSCME Local 888 and 1761 unit members will receive a lump sum payment of \$750, the first pay period in December 2012 (December 7, 2012). This payment will not increase the base salaries of said employees. To be eligible for the payment, members of the unit must be on the University's payroll in an AFSCME negotiations unit position on December 1, 2012, and continue to be on the payroll in an AFSCME negotiations unit position on the date of payment.

**D. Compounding of Salary Increases**

The parties agree that across-the-board salary increases and increments provided for in section A and section B of this Settlement Agreement, respectively, shall be compounded.

**E. Suspension of the "Subject To" Language**

1. The Parties agree that the language in Article 10 of the Local 888 collective negotiations agreement and Article 20 of the Local 1761 collective negotiations agreement that provides that "The following salary adjustments are 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 this Agreement[,]"(hereafter referred to as the "Subject To" language) will have no force or effect and shall be null and void with respect to payment of salary increases, increments and lump sum payments pursuant to this Settlement Agreement. This

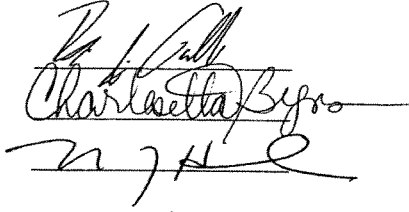


means that all salary increases, including across-the-board salary increases, increments, and all lump sum payments due to be paid under the terms of this Settlement Agreement will be paid without regard to the appropriation of State funds or the allocation of State funds to the University.

2. Any salary increases to be paid retroactively to a date prior to July 1, 2011 pursuant to the terms of this Settlement Agreement will be paid and the above quoted "Subject To" language will have no force or effect and will be null and void as to such increases.
  3. By agreeing to paragraphs 1 and 2 above, neither party waives its position with respect to the meaning, intent and application of the "Subject To" language in Article 10 of the Local 888 collective negotiations agreement and Article 20 of the Local 1761 collective negotiations agreement. In the event a dispute arises over the meaning, intent or application of the "Subject To" language in the future, this agreement by AFSCME and the University will not be admissible in any arbitration proceeding or in any other forum as evidence of the meaning, intent or application of the "Subject To" language.
- F. All claims, including, but not limited to, grievances and unfair practice charges arising from or related to the University's withholding of salary increases and increments pursuant to the September 30, 2009 MOA are forever resolved by this Agreement. All grievances and unfair practice charges relating to such claims shall be withdrawn with prejudice.
- G. Any dispute involving members of the AFSCME units arising under this Settlement Agreement and any alleged violations of this Settlement Agreement may be submitted directly with the Rutgers Office of Employee Relations as a step three (3) grievance and the lower steps of the grievance procedure shall be bypassed.
- H. The arbitration between AFSCME Council 52 and Rutgers, The State University bearing PERC Docket No. AR-2010-523 shall be resolved by agreement that Rutgers will apply Rutgers University Policy Library Section 60.3.19, as may be amended from time to time, on the same basis as it is applied to non-aligned employees. Said policy does not apply to weather closings which are covered by Policy 60.3.16. It is further agreed that the underlying grievance and request for arbitration shall be withdrawn with prejudice. No back pay or any other compensation shall be owed or paid in connection with settlement of said arbitration.
- I. This Settlement Agreement is subject to ratification by the membership of AFSCME Local 888 and 1761, which ratification shall be recommended by duly authorized representatives of AFSCME locals 888 and 1761. In the event either AFSCME unit ratifies, this Agreement will be in full force and effect with respect to the ratifying unit, provided the ratifying unit(s) also ratifies the Memorandum of Agreement, executed simultaneously with this Settlement Agreement that settles the parties' collective negotiations agreement through

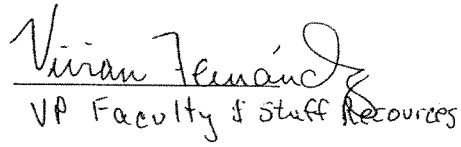
August 31, 2014.

On behalf of the AFSCME  
Council 52 and its affiliated Locals  
888 and 1761

  
Charlaetta Byro

Dated: 2/3/12

On behalf of the University

  
VP Faculty & Staff Resources

Dated: 2-3-12

**TAB 2**

August 22, 2014

Mike Messner  
President - AFSCME Local 888  
Bldg. 4088, Room 111  
Livingston Campus

Dear Mr. Messner;

The collective negotiations agreement between Rutgers and AFSCME Local 888 will expire on August 31, 2014. If a successor agreement is not in place as of September 1, 2014, employees will not continue to receive step increment movement on the expired salary guide, referenced in Article 10 of the current agreement. This decision is consistent with the recent holding of the New Jersey Public Employment Relations Commission in County of Atlantic, P.E.R.C. No. 2014-40 (2013). In that decision, the Commission found that "[w]hile public employers will continue to be bound by the strictures of maintenance of the status quo, that will be defined as a "static" rather than a dynamic status quo." Consistent with the Commission's findings, it is the University's belief that the adoption of a static status quo promotes the prompt resolution of labor disputes, serves as an incentive to resolving labor disputes and prevents the required direction of resources to only some members of a bargaining unit at the disadvantage of others. It is further our belief that by ceasing the payment of such increments, the University and AFSCME Local 888 will be able to treat all employees in the negotiations unit equally and that all such members will share equally in any negotiated enhancements to compensation. Finally, it is the University's position that continuation of these movements, after the expiration of the current collective negotiations agreement, would constitute an unlawful, unilateral alteration of the static status quo. This decision is not intended to harm employees but rather to afford the maximum flexibility to the parties in negotiating a new collective negotiations agreement.

If you have any questions, please contact Harry M. Agnostak, Associate Vice President for Human Resources, by calling 848-932-3400.

Very truly yours,

  
Vivian Fernández  
Vice President for Faculty & Staff Resources

Cc: Harry M. Agnostak

August 22, 2014

Permelia Toney-Boss  
President – AFSCME Local 1761  
Physical Plant  
Newark Campus

Dear Ms. Toney-Boss;

The collective negotiations agreement between Rutgers and AFSCME Local 1761 will expire on August 31, 2014. If a successor agreement is not in place as of September 1, 2014, employees will not continue to receive step increment movement on the expired salary guide, referenced in Article 20 of the current agreement. This decision is consistent with the recent holding of the New Jersey Public Employment Relations Commission in County of Atlantic, P.E.R.C. No. 2014-40 (2013). In that decision, the Commission found that “[w]hile public employers will continue to be bound by the strictures of maintenance of the status quo, that will be defined as a “static” rather than a dynamic status quo.” Consistent with the Commission’s findings, it is the University’s belief that the adoption of a static status quo promotes the prompt resolution of labor disputes, serves as an incentive to resolving labor disputes and prevents the required direction of resources to only some members of a bargaining unit at the disadvantage of others. It is further our belief that by ceasing the payment of such increments, the University and AFSCME Local 1761 will be able to treat all employees in the negotiations unit equally and that all such members will share equally in any negotiated enhancements to compensation. Finally, it is the University’s position that continuation of these movements, after the expiration of the current collective negotiations agreement, would constitute an unlawful, unilateral alteration of the static status quo. This decision is not intended to harm employees but rather to afford the maximum flexibility to the parties in negotiating a new collective negotiations agreement.

If you have any questions, please contact Harry M. Agnostak, Associate Vice President for Human Resources, by calling 848-932-3400.

Very truly yours,

  
Vivian Fernandez  
Vice President for Faculty & Staff Resources

Cc: Harry M. Agnostak

**TAB 3**



New Jersey Council 52  
American Federation of State, County, Municipal Employees, AFL-CIO

516 JOHNSTON AVENUE • JERSEY CITY, NEW JERSEY 07304  
TELEPHONE (201) 435-0255 FACSIMILE (201) 435-2721  
E-MAIL: AFSCME52@VERIZON.NET  
WEBSITE: AFSCME52NJ.ORG

Anna Sutton  
*President*  
Richard Gollin  
*Executive Director*  
Steven Tully  
*Associate Director*

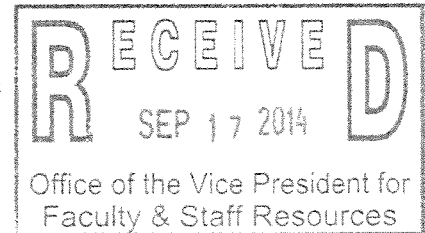
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Riekie Simpkins  
Ronald Sneed  
Stephen Stica  
Wydell Sutton  
Marie Thompson  
Permelia Toney-Boss  
Alberto Ventura  
John Wenzel  
Kendell Willis

**TRUSTEES**  
Rickey J. Cox  
Paulette Harris  
Paulette Timmons

Vivian Fernandez  
Vice President for Faculty & Staff Resources  
Rutgers, the State University of New Jersey  
57 U.S. Highway 1  
New Brunswick, New Jersey 08901



Dear Ms. Fernandez:

I received your August 22, 2014 letter to Local 888 President Mike Messner concerning Rutgers decision to discontinue step increments after August 31, 2014. Rutgers' decision to do so is not consistent with PERC's decision in County of Atlantic and is not consistent with its obligations under the Agreement. PERC's decision in County of Atlantic dealt with three law enforcement units which were affected by two statutes both of which do not apply to Rutgers. Rutgers' claim that it will be able to treat all employees in the unit equally by discontinuing increments is disingenuous. All you are doing is parroting the words, and misplaced ideas, from PERC's decision. If Rutgers is truly interested in being fair with all of its employees, it would comply with the terms and conditions and practices under the Agreement and pay the increments. Rutgers always has the right to negotiate changes at the appropriate time. However, Rutgers' decision to take unilateral action is the antithesis of equal treatment of employees. We fully hope and expect that Rutgers will reconsider its position and comply with its obligations under the Agreement and the law.

Very truly yours  
  
Richard Gollin  
Executive Director

RG/ag

Cc: Michael Messner, President Local 888  
Permelia Toney-Boss, President Local 1761  
Paul Kleinbaum, Esq.  
Terry Woodrow, Staff Representative  
Seth Gollin, Staff Attorney/Staff Representative

**TAB 4**



**From:** Harry M. Agnostak [<mailto:harry.agnostak@rutgers.edu>]  
**Sent:** Thursday, September 18, 2014 1:19 PM  
**To:** [afscme52@verizon.net](mailto:afscme52@verizon.net)  
**Cc:** Vivian Fernández  
**Subject:** Correspondence To Vivian Fernandez Recieved on September 17, 2014

Dear Rich,

We are in receipt of the correspondence referenced above. Despite your assertions to the contrary, the university believes that the decision to not pay increments after August 31 is consistent with the Atlantic County case and said decision is not meant to be nor is in any way disingenuous.

Harry

Harry M. Agnostak, J.D.  
Associate Vice President for Human Resources  
Director Office of Labor Relations  
Rutgers, The State University of New Jersey  
57 U.S. Highway One  
New Brunswick, New Jersey 08901  
848-932-3929  
[harry.agnostak@rutgers.edu](mailto:harry.agnostak@rutgers.edu)