

THIS DOES NOT  
CIRCULATE

AGREEMENT

This Agreement, made and entered into this 18th day of April 1978 by and between RUTGERS UNIVERSITY (hereinafter called "Rutgers") and INTERNATIONAL UNION OF OPERATING ENGINEERS - AFL-CIO and its LOCAL UNION STATIONARY LOCALS 68-68A (hereinafter called the "Union").

ARTICLE I---PURPOSE

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

ARTICLE II---RECOGNITION

1. Rutgers recognizes the Union as the elected exclusive representative for collective negotiations concerning the terms and conditions of employment of its employees as herein defined.

2. The terms "employee" and "employees" as used herein shall include all full-time salaried employees, employed as operating engineers and energy management operators in the Department of Physical Plant by Rutgers in the State of New Jersey, but excluding the chief engineer, all probationary employees, supervisors, employees in the jurisdiction of other unions now recognized by Rutgers, and all other employees of Rutgers.

ARTICLE III---NON DISCRIMINATION

There shall be no discrimination by Rutgers or the Union against any employee or applicant for employment because of race, creed, color, sex,

religion, nationality or membership or nonmembership in the Union.

#### ARTICLE IV---DEDUCTION OF UNION DUES

Rutgers agrees to deduct Union dues bi-weekly 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 giving written notice of such cancellation to Rutgers and the Union only between December 15 and December 31 of any year effective January 1 of the ensuing year. The amount of 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 30 days prior to the date on which deduction of Union dues is to be made. Deductions of Union dues made pursuant hereto shall be remitted by Rutgers to the Union every four (4) weeks together with a list of the names of employees from whose pay such deductions were made.

#### ARTICLE V---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 Employee Relations or the Department Head or his/her representative responsible for the area to be visited.

2. Rutgers agrees to recognize one steward to be selected by the Union for each of the following campuses: Busch Campus, College Avenue Campus, Newark, Camden. The Union agrees to give Rutgers written notice of the names of the stewards and their respective areas of responsibility.

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

## ARTICLE VI---SENIORITY

1. All employees shall be considered as probationary employees for the first ninety (90) days of their employment. Probationary employees may be disciplined or terminated at any time for any reason whatsoever at the sole discretion of Rutgers and they shall not be entitled to utilize the provisions of Article VII--Grievance Procedure. Upon completion of such probationary period, their seniority will be dated as of the date of the commencement of their employment. In the event that two (2) employees commence their employment on the same date in the same seniority unit, their respective seniority shall be determined by alphabetical order of their last names.

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

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

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

4. An employee's seniority shall cease and his/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
- d. Failure of laid-off employee to report for work either (i) on date specified in written notice of recall mailed seven (7) or more calendar days prior to such date, or (ii) within three (3) working days after date specified in written notice of recall mailed less than seven (7) calendar days prior to such date, unless return to work as herein provided is excused by Rutgers. Written notice of recall to work shall be sent by Rutgers by certified mail, return receipt requested, to the employee's last known address as shown on Rutgers' personnel records.

- e. Failure to report for work for a period of three (3) consecutive scheduled working days without notification to Rutgers of a justifiable excuse for such absence.
- f. Failure to report back to work immediately upon expiration of vacation, leave of absence or any renewal thereof unless return to work is excused by Rutgers.

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

6. A permanent job opening which is a promotional opportunity in the unit shall be posted on appropriate bulletin boards for a period of five (5) calendar days. An employee must be in his/her current position for six months or more to be eligible to bid for a job opening.

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

#### ARTICLE VII---GRIEVANCE PROCEDURE

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

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

##### Step 1

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

b. If the employee or the union is not satisfied, the grievance shall be put in writing, signed by the employee and presented to the employee's immediate supervisor within one (1) working day after the discussion of the grievance with the employee's immediate supervisor or the decision of the employee's immediate supervisor, whichever the employee or the Union elect to follow. The employee's immediate supervisor shall within three (3) working days thereafter, give a written answer to the employee and to the employee's steward.

## Step 2

If the employee or the Union is not satisfied, the employee or the steward shall forward the written grievance and written answer to the employee's next level of authority within three (3) working days. For the purpose of this grievance procedure the "employee's next level of authority" shall be considered the Chief Engineer. Copies of the written grievance shall be forwarded to the Rutgers Office of Employee Relations and to the Local Union. The Chief Engineer shall, within five (5) working days of the receipt of the written grievance, arrange a meeting with the employee and a Local Union official. The Chief Engineer shall give to the employee and the Local Union his written answer to the written grievance within three (3) working days after the date of such meeting.

## Step 3

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

## Step 4

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

## Step 5

If the Union is not satisfied with the written decision of the appropriate representative of Rutgers, the Union shall, within ten (10) working days after the receipt of the written decision of the appropriate representative of Rutgers submit to the Office of Employee Relations a written request to refer the grievance to the fact-finding before a designee of Rutgers; a designee of the Union and a third individual to be designated jointly by Rutgers and

the Union. Each party shall be responsible for the costs and expenses of their respective designees; and each party shall pay one-half of the other costs and expenses of the fact-finding process, including the fee of the third fact-finder.

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

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

#### ARTICLE VIII---HOURS OF WORK

1. Work Week. The work week begins at 12:01 A.M. Saturday and runs for seven consecutive days. During this period all regular full-time employees shall be assigned to work five, 8-hour days in accordance with a rotating shift schedule which allows a minimum of 16 hours between shifts. Any work performed beyond 40 hours in the work week shall be considered overtime work.

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

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

ARTICLE IX---TEMPORARY ASSIGNMENTS

Temporary assignments of employees to work in other job titles may be made without change in rate except that an employee who is temporarily assigned to work in another job title for a period in excess of five (5) continuous working days shall thereafter be entitled to be paid retroactively to the first day of his/her temporary assignment at a rate of pay which would be equal to the rate the employee would receive if he or she were promoted to the higher title (at least one increment above his or her regular rate).

ARTICLE X---SALARY

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:

Fiscal Year 1977-78:

1. There shall be a five (5) percent increase across-the-board for all employees effective July 1, 1977.
2. Each eligible employee shall receive a normal merit increment on the appropriate anniversary date.
3. Each full-time employee with one year or more of service as of December 31, 1977 and whose base salary rate, exclusive of overtime, is \$15,000 per year or less as of that date shall be entitled to a one time cash payment of \$75.00. Such payment shall not constitute a modification of the current compensation plan.

Fiscal Year 1978-79:

1. There shall be a five (5) percent increase across-the-board for all employees effective July 1, 1978.
2. Each eligible employee shall receive a normal merit increment on the appropriate anniversary date.
3. Each full-time employee with one year or more of service as of June 30, 1978 and whose base salary, exclusive of overtime, is \$15,000 per year or less as of that date shall be entitled to a one time cash payment of \$75.00. Such payment shall not constitute a modification of the current compensation plan.

#### ARTICLE XI---SHIFT DIFFERENTIAL

1. Effective July 1, 1977 a shift premium of fifteen and one half (15½) cents per hour shall be paid to any employee who is regularly scheduled to start work on or after 3:00 PM and before 4:00 AM.

2. For those employees receiving shift differential such differential shall be added to their regular hourly rate when computing their overtime rate.

#### ARTICLE XII---HOLIDAYS

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

In addition, Rutgers shall observe as holidays either one (1) full holiday or two half (½) holidays during the Christmas season, three (3) additional holidays to be annually determined by Rutgers, and one holiday to be selected by the individual employee. Employees shall be eligible for the individually selected holiday after six months of employment and the rules for its use will be governed by those applicable to administrative leave as provided in Article XIV of this Agreement.

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

#### ARTICLE XIII---VACATION

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 day for each full month employed during that period. The vacation 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

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.

#### ARTICLE XIV---ADMINISTRATIVE LEAVE

Employees shall be granted three days administrative leave for each fiscal year. Employees hired after the beginning of the fiscal year shall be granted 1/2 day of administrative leave after each full calendar month of service in the first fiscal year of employment to a maximum of three days.

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

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

Administrative leave may be scheduled in units of 1 day or more.

Such leave shall not be cumulative. Unused balances in any year shall be cancelled.

#### ARTICLE XV---PRESCRIPTION DRUG PROGRAM

The Prescription Drug Benefit Program will continue during the term of this Agreement.

#### ARTICLE XVI---EYE CARE PROGRAM

During the life of the Agreement, full-time employees and eligible dependents shall be eligible for participation in the eye care program to be established by the State for implementation by about July 1, 1977.

This program shall provide for up to a \$15 payment for prescription eyeglasses with regular lenses and up to a \$20 payment for such glasses with bifocal lenses. Each eligible employee and dependent may receive only one payment during the two-year period this program will be in effect.

#### ARTICLE XVII--DENTAL CARE PROGRAM

During the life of the Agreement, full-time employees of the bargaining unit and eligible dependents shall be eligible to participate in a dental care program to be established by the State by about January 2, 1978.

Participation in the program is voluntary; each participating employee will authorize a bi-weekly salary deduction not to exceed 50% of the cost of the type of coverage desired. Coverage can be employee only, parent and child, family, or employee and spouse. There will be only one opportunity to enroll; once enrolled, participation will be mandatory.

#### ARTICLE XVIII---SICK LEAVE

Sick leave is defined as a necessary period of absence because of illness. The meaning of sick leave may be extended to include limited periods of time (up to five (5) days) for emergency attendance on a member of the immediate family (mother, father, spouse, child, foster child, sister, brother, grandmother, grandfather) residing in the employee's household who is seriously ill, or for exposure to contagious disease.

Full time employees earn 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 1 day per month of service except that employees appointed on July 1 will earn sick leave at 1 1/4 days per month.

Unused sick leave is cumulative.

Employees are expected to notify their supervisor preferably by telephone as early as possible prior to the beginning of the work shift on which sick leave is used and to keep the supervisor adequately informed should the absence extend beyond one day.

#### ARTICLE XIX---LEAVE OF ABSENCE

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

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

#### ARTICLE XX DISABILITY RESULTING FROM PREGNANCY

Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom, shall be treated like other disabilities under the sick leave provisions.

#### ARTICLE XXI---BEREAVEMENT LEAVE

An employee who is absent from work due to death in the immediate family (mother, father, spouse, child, foster child, sister, brother,

grandmother, grandfather, or any relative of the employee residing in the employee's household) may charge up to three days for such absence to bereavement leave. However, in the event that a funeral of a member of the immediate family is held at some distant location, an exception to the above may be requested by the employee to provide for up to five days of absence to be charged to bereavement leave.

Employees are eligible to receive one day of bereavement leave for attendance at the funeral of the employee's mother-in-law, father-in-law, son-in-law, daughter-in-law, or grandchild.

#### ARTICLE XXII---HEALTH BENEFITS

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

Provision will be made to adjust the dependent coverage to provide for 100% of the cost of the Blue Cross-Blue Shield, including Rider J provisions, and 100% of the cost of the current Major Medical coverage as of January 12, 1973.

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

#### ARTICLE XXIII 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 changes appropriate to members of the negotiation unit shall be made and effectuated in accordance with the provisions of such legislation.

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

ARTICLE XXIV---MOTOR VEHICLE REGISTRATION FEE

The annual motor vehicle registration fee beginning in fiscal year 1978-79 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 base salary.

ARTICLE XXV---MISCELLANEOUS

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

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

3. Safety shoes will be provided for operating engineers where necessary.

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

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.

ARTICLE XXVI---UNIVERSITY PROCEDURES

Rutgers and the Union agree that employees shall be entitled to enjoy all terms and conditions of employment provided for in the University Procedures whether or not provided for herein, provided however that there shall be no duplication or pyramiding of benefits.



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ARTICLE XXVII---SEVERABILITY

OFFICE OF  
EMPLOYEE RELATIONS

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

ARTICLE XXVIII---TERM

This Agreement shall become effective as of July 1, 1977 and shall continue in effect to June 30, 1979.

DATE: April 18, 1978

Rutgers, The State University

*Robert K. ...*  
*Edwin E. Buss*  
*Art Brady*

Operating Engineers Local 68-68A

*Vincent J. ...*  
**Business Manager**  
*Thomas P. ...*  
**President**  
*...*  
**Recording Secretary**  
*...*  
**Business Representative**





RECEIVED

APR 20 1978

OFFICE OF  
EMPLOYEE RELATIONS



# Operating Engineers

STATIONARY LOCALS 68-68A-68B

INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO

VINCENT J. GIBLIN  
BUSINESS MANAGER

THOMAS P. GIBLIN  
PRESIDENT

April 18, 1978

Mr. Robert R. Bickal  
Director-Office of Employee Relations  
Rutgers University  
Office of Employee Relations  
New Brunswick, N.J. 08903

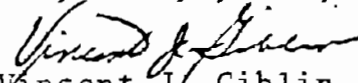
Dear Mr. Bickal:

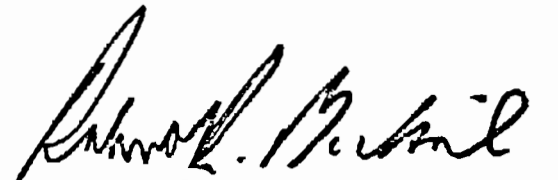
This is to officially notify you that the members of this Union employed at the Newark Campus-Rutgers have ratified the Collective Bargaining Agreement which is inclusive of the establishment of four (4) Operating Engineers-HVAC, Range 18. It is my understanding that upon receipt of this agreement, that the normal bidding process will commence. A determining factor will be seniority, in view that the Newark Campus feels that all of the members are presently qualified to perform this job. The two remaining campuses, New Brunswick-(College St) and Camden will be upgraded to Range 18 whenever the airconditioning equipment is in operation.

It is also the understanding of this union that Good Friday will be celebrated as a holiday this year and in the year 1979 Martin Luther King's birthday will be the holiday. All other terms and conditions of the Collective Bargaining Agreement shall be retroactive back to July 1, 1977, including increments, bonuses, and other monetary adjustments.

If the above meets with your approval, please indicate by signing below and return one copy to this office.

Very truly yours,

  
Vincent J. Giblin  
Business Manager



Robert Bickal  
Rutgers University

JOHN J. GIBLIN BUILDING & TRAINING CENTER

14 FAIRFIELD PLACE, WEST CALDWELL, NEW JERSEY 07006

PHONE 201-227-0600





OFFICE OF UNIVERSITY PERSONNEL • NEW BRUNSWICK • NEW JERSEY 08903

April 25, 1978

Mr. Vincent J. Giblin, Business Manager  
Operating Engineers, Local 68-68A  
14 Fairfield Place  
West Caldwell, New Jersey 07006

Dear Mr. Giblin:

Enclosed you will find a signed copy of your letter of April 18, 1978.

There are several points that we should be clear on in order that there will be no confusion in the future.

1. When the chillers go into operation in New Brunswick and Camden during 1978, Range 18 rate will be paid during the hours that the operating engineers are responsible for operating the chillers. There is no retroactive payment for 1977.

2. The State has established periods for enrollment into the Dental Plan. When your interested employees have completed the necessary forms, we will be notified of their enrollment dates and will advise you.

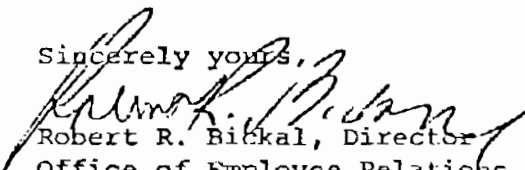
3. Concerning the effective date of the signing of the Agreement - we agree that the majority of the Operating Engineers ratified the Agreement in January of this year, but due to the fact that the men in Newark did not, we must use the date of your letter of April 18, 1978 as the official date of ratification.

4. A minor point - on page 2 of the Agreement, Article V, paragraph 2. Please change the words "University Heights" to "Busch."

All items of the Agreement relating to the implementation of monies have been forwarded to the proper departments for processing and will be implemented as quickly as possible.

Should there be any questions, please contact this office.

Sincerely yours,

  
Robert R. Bickal, Director  
Office of Employee Relations

cc: A. Brady  
W. W. Berth

enc.





OFFICE OF UNIVERSITY PERSONNEL • NEW BRUNSWICK • NEW JERSEY 08903

OFFICE OF EMPLOYEE RELATIONS

April 28, 1978

Mr. Dan Benedetto  
Business Representative  
Operating Engineers  
Locals 68 - 68A  
14 Fairfield Place  
West Caldwell, New Jersey 07006

Dear Mr. Benedetto:

Per our phone conversation of April 27, 1978, concerning the application of seniority during the bidding process, we agree on the following clarification of Article VI--Seniority of the Agreement between Rutgers and the Union of Operating Engineers, Locals 68 - 68A.

Seniority for the purpose of Article VI is defined as the employee's continuous length of service in the seniority unit rather than an employee's continuous length of service at the University.

Very truly yours,

Edwin Bess  
Office of Employee Relations

