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RUTGERS UNIVERSITY

AGREEMENT

This Agreement, made and entered into the 17th day of Jan. '75 by and between RUTGERS, THE STATE UNIVERSITY (hereinafter called "Rutgers") and AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, and its LOCAL UNION No. 1761 (hereinafter called the "Union").

ARTICLE I
Purpose

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

ARTICLE II
Recognition

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

2. The terms "employee" and "employees" as used herein shall include only all full-time regular employees, employed 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, confidential employees as agreed previously by Rutgers and the Union, students, casual employees

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and temporary employees, faculty, professional employees, supervisors, employees in the jurisdiction of other unions now recognized by Rutgers, and all other employees of Rutgers.

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

4. Definitions -

A. Temporary Employee - A temporary employee is defined as an employee who is hired to work as an interim replacement or for any short term work schedule for less than one year.

B. Casual Employee - A casual employee is defined as an employee who is employed on an intermittent basis.

C. Regular Employee - A regular employee is defined as:

(I) Appointed Employee - an employee hired on a 10 or 12 month continuous salaried basis with a specific or indefinite expiration date.

(II) Appointed Hourly Employee (type 3) - an employee hired on a 10 or 12 month continuous hourly basis for a specific or indefinite period of time and eligible for fringe benefits effective October 1, 1973.

ARTICLE III
Union Security

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

ARTICLE IV
Union Representatives

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

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

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

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

5. Rutgers agrees to permit authorized representatives of the Union employed by Rutgers to take time off without loss of pay for the purpose of attending Union conventions, conferences and educational classes, provided that the total amount of such time off without loss of pay during the period of this agreement shall not exceed seventy (70) days. Permission for such time off must be obtained from Rutgers. Such permission shall not be unreasonably withheld. Names of persons attending such activities and time to be charged shall be certified in writing to the Division of Personnel.

ARTICLE V
Non-Discrimination

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

ARTICLE VI
Rules and Regulations

Rutgers may establish and issue reasonable rules and regulations concerning the work to be performed by, and the conduct of, its employees, and it shall apply and enforce such rules and regulations fairly and equitably. These rules and regulations shall not be inconsistent with the terms of this agreement, and Rutgers will make every reasonable effort to have prior discussion on those rules and regulations that may be of general interest or concern as provided for in Article VII. Neither side waives any rights it may have by virtue of New Jersey statutes. ✓

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ARTICLE VII
Management-Union Conferences

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

GRIEVANCE PROCEDURE

1. A grievance is defined as any claimed violation of any provision of this Agreement or of any Rutgers policy relating to wages, hours or other terms or conditions of employment of the employees. ~~ET~~

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

Step 1

- a. An employee having a grievance shall present it in the first instance to his immediate supervisor within ten (10) working days after the occurrence of the event or knowledge thereof out of which the grievance arises. If the employee so requests, his steward shall be present. The immediate supervisor shall attempt to adjust the grievance and shall give his answer to the employee and the steward (if the steward accompanied the employee at the presentation of the grievance) as promptly as possible but not later than within two (2) working days after the presentation of the grievance.
- b. If the employee or the Union is not satisfied, the grievance shall be reduced to writing, signed by the employee and presented to the employee's immediate supervisor as promptly as possible but not later than within two (2) working days after the answer to the grievance by the employee's immediate supervisor. The employee's immediate supervisor shall, within two (2) working days of receipt of the written grievance, give his written answer to the employee and to the employee's steward.

Step 2

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

Step 3

If the employee or the Union is not satisfied with the written answer of the employee's next level of authority, the Union shall within three (3) working days following

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

The employee shall be entitled to be present at such meeting. The steward, when necessary, may also attend this meeting. The representative of the Division of Personnel shall give his written decision to the employee and the Union within five (5) working days after such discussion takes place, or within such additional period of time that may be mutually agreed upon. A general grievance, one that may affect all or a group of employees, may be presented by the Union at Step 3.

Step 4

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

Step 5

If the Union is not satisfied with the decision of The Rutgers representative, the Union shall within ten (10) working days after the receipt of the written decision of the Rutgers representative, submit to the Division of Personnel a written request to refer the grievance to ^{Binding} arbitration before a designee of Rutgers; a designee of the Union and a third individual to be designated jointly by Rutgers and the Union.

Rutgers and the Union agree that the arbitrator to be chosen jointly shall come from an agreed list of the following five (5) arbitrators: Allan Weisenfeld, Walter Gershenfeld, Eva Robbins, Phillip Shaak and

James E. Amos. If after five (5) working days from receipt of the request for arbitration, there is no mutual agreement on the choice of the arbitrator from the agreed list, then the name of the arbitrator is to be drawn by lot from the list of five (5) agreed arbitrators. If none of the arbitrators are available, then the parties will petition the American Arbitration Association to provide a list of ad hoc arbitrators from its panel of experts in public disputes settlements from which an arbitrator may be selected in accordance with the rules and procedures of the American Arbitration Association.

Each party shall be responsible for the costs and expenses of its respective designees, and each party shall pay one-half of the other costs and expenses of the arbitration process, including the fee of the arbitrator.

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

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4. In the case of discharge, the grievance may begin with Step 2 above.

5. In the case of grievances relating to selection of a candidate under the Promotion and Transfer Procedure, Steps 1, 2, 4, and 5 above shall be utilized.

6. 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.

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

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

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

10. Rutgers shall provide a copy of any formal reprimand to an employee and at his request to his steward. The employee shall sign such reprimand his signature serving only to acknowledge that he has read the reprimand. Any employee may file a grievance with respect to any formal

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

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

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

ARTICLE IX

Seniority and Layoff

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 VIII Grievance Procedure. Upon completion of such probationary period, their seniority will be dated as of the date of 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. In the case of employees employed on grant funds and those employees defined as Type 3, they shall be credited with their seniority after three (3) years and one day of continuous employment. An employee transferring from one ^{seniority unit} campus to another shall be credited with seniority as earned. K

Seniority units are defined as follows:

- a. Camden
- b. Newark
- c. New Brunswick

3. The Division of Personnel shall maintain seniority lists of employees by seniority units, copies of which shall be furnished to the Union.

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

- a. Resignation or retirement
- b. Discharge for cause

c. Continuous layoff for a period exceeding six (6) months for employees with less than two (2) years continuous service; continuous layoff for a period exceeding one year and one day for employees with two (2) years or more continuous service.

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

e. Failure to report for work for a period of three (3) consecutive scheduled working days without notification to Rutgers of a justifiable excuse for such absence.

f. Failure to report back to work immediately upon expiration of vacation, leave of absence or any renewal thereof unless return to work is excused by Rutgers, and such excuse shall not unreasonably be withheld by Rutgers.

5. When Rutgers decides to reduce the number of employees in any particular job title in a particular department(s) the employee(s) so affected may displace the least senior employee in their particular job title in the seniority unit, provided they have the requisite qualifications and abilities to perform the work available.

6. If the employee(s) so affected does not have the requisite qualifications and abilities to perform the work available in order to displace the least senior employee in his job title, he may displace the least senior employee in the next lower-rated classification in his expanded job family (Appendix B) in the seniority unit for which he has the requisite qualifications and abilities to perform the work available.

7. Any employee(s) so displaced may in turn displace the least senior employee in the next lower rated classification in his expanded job family in the seniority unit for which he has the requisite qualifications and ability to perform the work available.

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

9. Employees laid off during a layoff which persists for 30 calendar days or less shall not be entitled to displace any other employee during this layoff period. Such temporary layoff is not subject to the notification provisions of Article XXVIII. This paragraph which is intended for extraordinary circumstances shall not be utilized to circumvent the other seniority and layoff provisions of this Article.

10. Any employee exercising his right to displace another employee with less seniority in any lower-rated job title shall be paid at the rate of such job in accordance with regulations governing an employee being assigned to a lower rated title, but not more than the maximum of such job.

11. Employees laid off from Rutgers shall be recalled to work in their seniority unit from layoff in order of their seniority to a position in the same job title as the one vacated at time of layoff provided that they have the requisite qualifications and ability to perform the work available. Such employees may apply to the Division of Personnel for casual work without jeopardizing their rights of recall.

12. For purposes of layoff and recall, the President, three Vice Presidents, the Secretary/Treasurer, Recording Secretary and all recognized stewards, and an alternate steward temporarily filling the role of the steward during the absence of the steward, shall be granted top 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 names and geographic areas of responsibility of these persons holding the positions described as being granted top seniority and will keep the list current.

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

14. In determining requisite qualifications and abilities to perform the work available, Rutgers will give the same consideration to employees exercising their seniority rights as they would to new employees in qualifying for the specific position.

ARTICLE X

Vacation Eligibility and Allowance

Regularly appointed full-time employees are first eligible for vacation upon completion of the fiscal year during which they are employed, and they will accrue vacation at the rate of one day for each full month employed during the period. The allowance earned in one 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 his supervisor that the pressure of work or special circumstances make it difficult for the employee to use his current vacation allowance, then a maximum of one 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 fiscal years unless the supervisor and employee mutually agree to such an extended vacation.

Where a University holiday falls within an approved vacation period, it is not counted as a vacation day except if the vacation allowance is being paid upon resignation or death. If an employee becomes ill during five or more of his vacation days, he may request that that portion of his vacation during which he was ill be converted from vacation time to sick leave provided that:

1. He was hospitalized during his vacation period; or
2. He was under a doctor's care for illness other than a chronic condition during the course of his 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 also be charged to sick leave.

A period of continuous full-time employment on a regular voucher basis immediately preceding a regular appointment will count in determining years of service in qualifying for increased vacation allowance. This provision does not apply to temporary or casual employees.

Any vacation allowance accrued at the time of retirement must be taken prior to the effective date of retirement. The retiring employee is entitled to any unused vacation earned in the previous fiscal year plus the amount of vacation accrued on a pro-rata basis for service in the fiscal year in which retirement occurs. The total amount may exceed the normal annual allowance. If a holiday falls within the vacation period, it is not counted as a vacation day.

Vacation allowance at the time of voluntary resignation is granted to those employees who have served at least one year and are in good standing at the time of resignation. Eligible employees are entitled to the unused portion of the vacation allowance earned up to the preceding June 30 plus a pro-rated amount for each full month of service since July of the fiscal year in which resignation occurs. In no case may the total allowance exceed the annual allowance to which the employee would ordinarily be entitled. Vacation payment is not allowed if the employee is dismissed, or if it is necessary for the University to request resignation because of unsatisfactory service or conduct, and in situations where less than fourteen calendar days notice of resignation is provided.

Payment will be made for unused vacation allowance of a deceased employee who had been a regularly appointed staff member. Such payment shall be for any unused vacation earned in the previous fiscal year, and vacation accrued on a pro rata monthly basis for service in the fiscal year in which death occurs.

Vacation allowances are based on fiscal year of service as follows:

1. Less than one year of service:
- one full working day for each full month of service.
2. One through twelve years:
- fifteen working days.
3. Thirteen through twenty years:
- 20 working days.
4. Over twenty years - 25 working days.

Vacations shall be taken at the convenience of the department with consideration given to employees' preferences.

In the event of any conflict, the employee with the greater seniority shall be given preference.

Vacation schedules, once decided, cannot be changed without mutual agreement by all employees affected, subject to approval by supervision.

The rate of vacation pay shall be the employee's regular straight time rate of pay.

ARTICLE XI

Holidays

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

In addition, Rutgers shall observe as holidays either one full holiday or two half holidays during the Christmas Season, and 3 other holidays to be annually determined by Rutgers.

2. An employee who is regularly scheduled to work and who does work on a Saturday on which a holiday provided for in 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 XII

Rest Periods

Where the nature of the work lends itself to pauses during the workday, full-time employees working in such an environment are eligible for an aggregate of 15 minutes rest period during each one-half shift.

In those situations where the nature of the work is continuous and uninterrupted, (for example, when an employee(s) is required to remain at a definite station or machine), full-time employees working in such an environment are eligible for a formally scheduled rest period of 15 minutes during each one-half shift.

If it is necessary to leave the work station, it is understood that there be sufficient coverage of said work station. Type of rest period and scheduling of such shall be at the discretion of the employee's supervisor. Rest period time is not cumulative.

ARTICLE XIII

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 for bereavement because of death in the immediate family, emergency attendance on a member of the immediate family who is seriously ill, or exposure to contagious disease.

An employee who is absent from work due to death in the immediate family may charge up to three days for such absence to accrued sick leave. However, in the event that the funeral of a deceased person 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 sick leave.

Sick leave days are earned at the rate of fifteen (15) per fiscal year. During the first fiscal year of employment, sick leave days will be earned at the rate of one for each full month of service except that fifteen (15) days shall be earned for the first fiscal year for employees appointed on July 1st.

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

Unused sick leave is cumulative.

Employees who use more sick leave than accumulated will have their pay adjusted accordingly.

Employees may request that the supervisor make available for the employee's review a current record of the employee's sick leave.

ARTICLE XIV

Maternity

An employee desiring to work during pregnancy must furnish Rutgers with a physician's certification 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 wishes to return to work following the birth of her child will be granted a maternity leave of absence without salary and will be reinstated in her original position or a position of similar status and pay without loss of service credits. (An employee may use accumulated sick leave to the extent she has it available.) An employee may elect to continue Rutgers benefit programs by personal contributions while on maternity leave.

Under most circumstances, the employee will be returned to her original position. 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 the employee returns from leave of absence.

In order to obtain a maternity leave, the employee must: (1) request the leave from her supervisor at least one month prior to the commencement of the leave; (2) request the leave for a reasonable period of time, not to exceed three months beyond the anticipated date of the birth of her child; (3) notify Rutgers at least one month prior to the end of the leave that she will be ready to return to work on the specified date.

A maternity leave may be extended for any reasonable period of time beyond the originally requested time period provided the employee requests the extension not less than one month prior to the expiration of the original leave and submits a physician's statement certifying that an extension is necessary for medical reasons. Unless the University requires an additional medical opinion, the request will be granted. However, only under the most extraordinary circumstances will an extension of more than three months be considered reasonable.

This policy shall apply to all female employees regardless of marital status.

ARTICLE XV

Military Leave

1. Training

Any full-time regularly appointed employee who is a member of a reserve component of the armed forces of the United States of America shall be entitled to a leave of absence with pay for the usual prescribed training period not to exceed fifteen (15) working days per year. Such leave shall not be charged against vacation time.

The employee must give the supervisor a two (2) week advance notice of such leave and must present to the supervisor a copy of the official governmental orders authorizing the military training.

2. Induction or Enlistment

Any full-time regularly appointed employee, excluding grant and temporary employees, who initially enters active service in any branch of the armed forces of the United States of America for more than six (6) months either voluntarily or pursuant to law shall be granted a leave of absence without pay for the period of such service plus ninety (90) days immediately following separation.

Such an employee, unless dishonorably discharged; shall be entitled to re-employment by Rutgers provided application for re-employment is made prior to expiration of the leave.

In case a service-connected disability prevents the employee from returning to work within the normally prescribed time, the employee may request that the leave be extended and upon submitting to Rutgers substantiating medical evidence, a six (6) month leave extension may be granted, the total of such extensions not to exceed twelve (12) months from the date of separation.

During the period of this military leave, the University shall continue the employee's contribution to the Public Employees Retirement System of New Jersey.

Upon re-employment, the returning veteran employee's salary shall be adjusted to reflect any normal increments or general adjustments the employee would have received had the employee continued working for Rutgers.

Sick leave days will not accrue during the military service leave but the time will count as University service in applying vacation scales and with regard to seniority.

Leave of Absence Without Pay

1. An employee may submit a written request for leave of absence without pay for consideration by Rutgers. Such request shall be granted by Rutgers only in exceptional situations.

2. 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 month periods, not to exceed a total leave of absence of one year.

3. Employees on leave of absence shall retain and accumulate seniority during such leaves of absence. Upon expiration of an employee's leave of absence, the employee shall be returned to his former position, if it is open, or to a position comparable to the one previously held.

4. Employees on leave without salary for one 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 workmen's compensation payments cease.

ARTICLE XVII

Jury Duty

Rutgers shall grant time off with full normal pay to any regularly appointed employee who is required to serve for jury duty during such period as the employee is actually upon such duty. If jury duty does not require the full work day, it is expected that the employee return to his duties.

ARTICLE XVIII

Administrative Leave

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

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

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

Administrative Leave may be scheduled in half-day units: 1/2 day, 1 day, 1-1/2 days.

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

ARTICLE XIX

Salaries

1. Salary ranges for each classification are included in Appendix A.

2. In the case of employees paid from other than State funds, the University will endeavor to persuade funding agencies to conform in accord with the University salary structure.

3. In the event funding agencies do not conform in accord with the University salary structure, the failure to do so will be the subject of a Management-Union conference under Article VII.

Bi-Weekly Pay

Employees are to be paid on a bi-weekly basis.

ARTICLE XXI Anniversary Dates

A new employee is assigned an initial salary anniversary date based on the effective date of appointment. When the date of appointment is the first day of a calendar quarter, that date, in the next fiscal year, becomes the initial anniversary date. When the date of appointment occurs after the first day of a calendar quarter, the first day of the following calendar quarter, in the next fiscal year, becomes the initial anniversary date. An employee's anniversary date may, however, change as a result of other actions such as promotion or salary adjustments.

ARTICLE XXII Promotion Procedure

1. Upon promotion, an employee's salary is increased one increment in his present range; then, if no step in the new range is equal to this increased rate, his salary will be adjusted to the next higher rate.
2. In the case of employees paid from other than State funds, the University will endeavor to persuade funding agencies to conform in accord with the University salary structure.
3. In the event funding agencies do not conform in accord with the University salary structure, the failure to do so will be the subject of a Management-Union conference under Article VII.

1. Rate of Pay - Overtime requested and authorized by the employee's Supervisor shall be compensated at time and one half the employee's regular hourly rate for hours worked in excess of the prescribed work week for the title of the job.

2. The standard work week to be used in computing overtime hours and pay requirements will extend from 12:01 a.m. Saturday through Midnight Friday.

3. Overtime Distribution - Rutgers will make every reasonable effort to provide for an equitable distribution of overtime work among employees in each job classification within each work unit, after taking into consideration the nature of the work to be performed during the overtime hours and the qualifications and abilities of the employees in the work unit. Employees shall be expected to work a reasonable amount of overtime upon request. Any refusal of overtime work shall be recorded as an opportunity to work overtime by the employee. The Union shall have access to the overtime record on a reasonable basis. 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 work unit who have the qualification and abilities to perform the work.

4. Paid time off, such as vacation, sick leave, and holidays, is counted as hours worked in determining the number of hours an employee has worked in a given week.

5. An eligible employee who is authorized to work on an observed holiday will earn compensation at time and one half the normal rate due for the holiday. This premium compensation for the holiday will be earned regardless of the total number of hours worked during the work week.

ARTICLE XXIV

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 compensation in lieu thereof. Such employee shall be required to work all hours, in addition to the four (4) hour minimum guarantee, which are required by his supervisor.

ARTICLE XXV

Auto Allowance

No employee will be required to use his car for Rutgers business unless Rutgers designates his job as one requiring use of the employee's car, or designates such requirement as a result of change in job content.

Neither may an employee use his personal car on Rutgers business unless advance approval is given by the employee's supervisor.

The employee must carry Automobile Liability Insurance with liability limits of at least 25/50/10. The cost of any physical damage to the vehicle is the sole responsibility of the owner. Any accident must be reported to the Rutgers Insurance Department.

Use of a personal car on authorized Rutgers business is reimbursable at the rate of 14 cents per mile, which amount will cover all related expenses.

ARTICLE XXVI

Change In Workshifts

Prior to effecting a change other than minor in the regular starting time of work shifts, Rutgers will give reasonable notice to affected employees and will discuss such change and the need for same with the representatives of the Union, unless circumstances, such as in emergency situations, make such notice and prior discussion impracticable.

ARTICLE XXVII

Shift Preference

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

ARTICLE XXVIII

Layoff, Resignation Notice

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

ARTICLE XXIX

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 and of any opportunities for training. In the event the introduction of any new process or equipment results in lay-off of persons, these matters shall also be discussed with the designated union representative prior to their introduction. Any such layoffs shall be made pursuant to the layoff procedure in Article IX.

ARTICLE XXX

Job Posting

Rutgers will post all permanent jobs at appropriate places for not less than five (5) working days. An employee must be in his current position for six months or more to be eligible to bid for a job opening. The posting procedure shall be used in a manner consistent with the goals of the Affirmative Action Program and the provisions of this Agreement. ~~The posting procedure will be mutually agreed.~~

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ARTICLE XXXI

Job Evaluation Manual

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

ARTICLE XXXII
Bulletin Boards

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

ARTICLE XXXIII
Safety Committee

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

ARTICLE XXXIV
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 Regulations, Procedures, and Forms Usage Manual and not provided for herein.

ARTICLE XXXV
Retirement and Life Insurance Benefits

Appointed employees 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 this 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.

ARTICLE XXXVI
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 Blue Cross-Blue Shield, including Rider J provisions, and 100% of the cost of the current Major Medical coverage as of January 12, 1973.

ARTICLE XXXVII
Ten-Month Employees

Full-time employees appointed on a regular 10-month basis (those employed for the standard academic year beginning September 1 and ending 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, and sick leave which will be accrued at the rate of one (1) day per month.

ARTICLE XXXVIII
Miscellaneous

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

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

3. Employees may be given permission to attend classes during the workday, provided the attendance at such classes does not interfere with the normal operation of the work unit, where such classes are related to the employee's job or to career improvement and arrangements are made to make up the lost time. Any such arrangement shall be subject to approval by Rutgers.

ARTICLE XXXIX

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.

Upon request of either party, the parties agree to meet and renegotiate the provision so affected.

ARTICLE XL

Printing of Agreement

Rutgers shall be responsible for reproducing this Agreement and will furnish a sufficient number of copies to the Union for distribution to employees in the Unit. The printing cost shall be shared equally between Rutgers and the Union.

ARTICLE XLI

Term

This Agreement shall become effective January 17, 1975 and shall continue in effect until June 30, 1976. At any time between March 1 and April 30, 1975 ~~of each year of this Agreement,~~ the Union, on ten (10) days written notice to Rutgers, may request ^{the} ~~on one occasion in each such year~~ reopening of discussions with respect to economic terms of employment of employees, specifying in such written notice the particular economic terms of employment of employees on which it is to reopen discussion.

Dated: 2/11/75

RUTGERS, THE STATE UNIVERSITY

Edward P. Dulapl
Edward P. Dulapl

Christine B. Moway
Christine B. Moway

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

H. Compy
H. Compy

LOCAL UNION NO. 1761 AFFILIATED WITH AMERICAN
FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO

Gene Kay Linkia
Gene Kay Linkia

Harmon Cepola
Harmon Cepola

Catherine Cario
Catherine Cario

Bennie Lynn
Bennie Lynn

Ruth Custer
Ruth Custer

Jean Covanagh
Jean Covanagh

Catherine Boyd
Catherine Boyd

James Bishop
James Bishop

Elaine Navarra
Elaine Navarra

Joan King
Joan King

L. M. M.
L. M. M.

APPENDIX A

AFSCME Local 1761 (COLT)
JOB TITLES (ALPHABETICAL LIST)

Title	Range
Addressograph-Mimeograph Machine Operator	4
Animal Caretaker - Lab	4
Assistant Equipment Manager (PE&A)	12
Assistant Lab Mechanic	6
Audio Visual Technician	6
Budget Clerk	9
Carpenter/Scenery Painter (ITV)	14
Chartist	6
Clerk Bookkeeper	5
Clerk Stenographer A	6
Clerk Stenographer B *	7
Clerk Transcriber	6
Clerk Typist	5
Composing Machine Operator (ACC)	7
Computer Operator I	16
Computer Operator II	13
Computer Operator III	9
Computer Operator/Librarian (Physics)	13
Computer Operator Trainee	8
Computer Technician (Physics)	16
Crew Rigger (University Boat House)	16
Data Control Coordinator (UDS)	14
Data Entry Machine Operator	8
Data Processing Machine Operator I	13
Data Processing Machine Operator II	9
Data Processing Machine Operator III	6
Desk Clerk - Dispatcher (Campus Patrol)	11
Draftsman	7
Draftsman - Electronics	13
Electro-Mechanical Technician	14
Electronics Technician	14
Electronics Technician (Health Physics)	16
Engineering Aide	9
Equipment Manager (PE&A)	16
Film Tape Librarian (ITV)	7
Game Room Attendant/Mechanic (RSC)	14
General Clerk	4
Graphics Assistant (ITV)	13
Head Audio-Visual Technician	16
Head Clerk	15
Head Clerk Bookkeeper	15
Head Draftsman	18
Head Offset Machine Operator	17
Head PBP Clerk	15
Head Postal Clerk	11
Head Stock Clerk	15
Head Telephone Operator	12
Instrument Maker/Repairman	19

*To be phased out through attrition

APPENDIX A (Con't)

Title	Range
ITV Trainee	8
Keypunch Operator	7
Lab Assistant	4
Lab Mechanic	14
Lab Services Assistant (RC)	12
Lab Technician	12
Language Lab Assistant (N)	14
Lead Library Utility Worker	13
Librarian/Keypunch Operator (CCIS)	11
Library Assistant II	13
Library Assistant III	9
Library Assistant IV	6
Library Utility Worker	9
Lighting Specialist (ITV)	14
Machinist	16
MTS Composer (Curriculum Lab)	9
Office Machine Clerk	5
Offset Machine Operator	7
Operations Coordinator (ITV)	11
PBP Clerk	8
Photographic Communications Coordinator (ACC)	15
Piano Tuner	13
Pipe Organ Mechanic	15
Postal Clerk	8
Practical Nurse	12
Principal Animal Caretaker - Lab	13
Principal Audio-Visual Technician	12
Principal Clerk	11
Principal Clerk Bookkeeper	11
Principal Clerk Stenographer	13
Principal Clerk Stenographer - Languages	14
Principal Clerk Transcriber	12
Principal Clerk Typist	11
Principal Data Entry Machine Operator	13
Principal Draftsman	14
Principal Engineering Aide	16
Principal Keypunch Operator	13
Principal Lab Assistant	11
Principal Lab Technician	18
Principal Office Machine Clerk	11
Principal Offset Machine Operator	13
Principal PBP Clerk	12
Principal Statistical Clerk	11
Principal Stock Clerk	13
Promotional Assistant (University Press)	7
Publications Clerk (ACC)	9
Publications Compositor (ACC)	11
Receptionist	5
Scanner/Measurer (Physics)	7
Scheduling Assistant - Language Lab (NB)	13
Secretarial Assistant I	19

APPENDIX A (Con't)

Title	Range
Secretarial Assistant II	17
Secretarial Assistant III	15
Secretarial Assistant - Languages	16
Senior Addressograph Machine Operator	7
Senior Animal Caretaker (Lab)	9
Senior Architectural Draftsman	12
Senior Audio-Visual Technician	9
Senior Clerk	7
Senior Clerk Bookkeeper	7
Senior Clerk Stenographer	9
Senior Clerk Stenographer - Languages	11
Senior Clerk Transcriber	9
Senior Clerk Typist	8
Senior Data Entry Machine Operator	10
Senior Draftsman	12
Senior Engineering Aide	14
Senior Keypunch Operator	9
Senior Lab Assistant	7
Senior Lab Mechanic	16
Senior Lab Technician	15
Senior Office Machine Clerk	7
Senior Offset and Bindery Machine Operator	7
Senior Offset Machine Operator	10
Senior PBP Clerk	10
Senior Photostat Operator	10
Senior Platemaker and Multilith Operator	7
Senior Statistical Clerk	7
Senior Stock Clerk	10
Senior Telephone Operator	8
Senior Teller	9
Senior TV Technician (ITV)	16
Stage Hand/Electrician (ITV)	14
Stage Manager (ITV)	12
Statistical Assistant (University Studies)	10
Statistical Clerk	5
Stock Clerk	5
Tandem Accelerator Technician	15
Telephone Operator	6
Teller	7
TV Technician (ITV)	14
Theater Technician	14
X-Ray Technician	12