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December 15, 1975

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RUTGERS  
The State University

# agreement

BETWEEN

The American Federation of  
State, County and  
Municipal Employees  
Local 888



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RUTGERS UNIVERSITY

December 15, 1975

RUTGERS  
The State University

**agreement**  
BETWEEN

The American Federation of  
State, County and  
Municipal Employees  
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**AGREEMENT**

This Agreement, made and entered into this 15th day of December, 1975, by and between RUTGERS, THE STATE UNIVERSITY (hereinafter called "Rutgers") and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO; Council 52, with its office at One Foye Place, 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 I – 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
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any short-term work schedule for less than 10 months.

- c. Casual employee — an employee who is employed on an intermittent basis.

#### **ARTICLE II — UNION SECURITY**

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 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 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 employees from whose pay such deductions were made.

#### **ARTICLE III — 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

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make their presence and destination known to the Division of Personnel Services or the Division Head, or his representative, responsible for the area to be visited.

2. Rutgers agrees to recognize a maximum of twenty-seven (27) 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 or 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 absence any one of the three Union campus Vice Presidents) shall be granted a reasonable amount of time during his or 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 or her work without first obtaining the permission of the immediate supervisor, which permission shall not be unreasonably withheld.

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

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fifty (50) days.

#### **ARTICLE IV – GRIEVANCE PROCEDURE**

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

2. A grievance of an employee or of the Union shall be handled in the following manner. Discharge grievance may be presented immediately under the provisions of paragraph 5 below.

##### **Step 1:**

- a. An employee having a grievance shall present it in the first instance to the 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, the steward shall be present. The immediate supervisor shall attempt to adjust the grievance and shall give an 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 within ten (10) working days of the occur-
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rence of the event or knowledge thereof, there has been informal discussion with the supervisor and 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 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 two (2) working days after receipt of the written answer. For purposes of this grievance procedure, the "next level of authority" shall be considered the employee's Division Head, Department Head, or Section Head. Copies of the written grievance shall be forwarded to the Rutgers Division of Personnel Services and to the Secretary of the Union. The Division Head, Department Head, or Section Head shall within five (5) working days of the receipt of the written grievance arrange a meeting with the employee and a Union officer. The Division Head, Department Head, or Section Head shall give to the employee and the Secretary of the Union a written answer to

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the written grievance within three (3) working days after 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 shall, within three (3) working days following the date of the written answer of the employee's Division Head, Department Head, or Section Head, submit to the Division of Personnel Services a written request for a meeting between a representative of the Division of Personnel Services and a Council 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 representative of the Division of Personnel Services shall give a 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 Services, the Union shall within five

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

**Step 5:**

If the Union is not satisfied with the decision of the Rutgers representative, the Union shall within ten (10) working days after the receipt of the written decision of the Rutgers representative, submit to the Division of Personnel Services a written request to refer the grievance to binding

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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 neutral arbitrator to be chosen jointly shall come from an agreed list of the following arbitrators: Eva Robins, James E. Amos, Walter J. Gershenfeld, Philip C. Shaak, and Allan Weisenfeld. If, after five (5) working days after receipt of request for arbitration, there is no mutual agreement on the choice of the arbitrator from the agreed list, 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. Within thirty (30) days following the close of the arbitration hearing, the arbitrator shall render a decision in writing, submitting five (5) copies to the Union and five (5) copies to Rutgers.

4. No arbitrator functioning under the provi-

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sions of this grievance procedure shall have the power to amend, modify, or delete any provision of this Agreement.

5. In the case of discharge, the employee or the Union shall (a) use the grievance procedure under Article IV, paragraph 2 above, or (b) forward a written grievance to the Division Head, Department Head, or Section Head (Step 2 level) as soon as possible but within one (1) working day after discharge. The Division Head, Department Head, or Section Head shall as soon as possible but within three (3) working days of receipt of the written grievance arrange a meeting with the employee and a Union officer. The Division Head, Department Head, or Section Head shall give to the employee and to the Secretary of the Union a written answer to the written grievance within three (3) working days after date of such meeting.

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.

6. 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.

7. No employee shall be discharged, suspended, or disciplined in any way except for just cause. The sole right and remedy of any employee who

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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 above grievance procedure.

8. 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.

9. 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.

10. 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.

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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. Rutgers shall provide a copy of any written reprimand which is to be made part of the central personnel file to an employee and to the Union. 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 reprimand with which he or she does not agree.

#### **ARTICLE V – 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. Such conference 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 conference may be attended by Council and/or International Representatives of the Union. University policy decisions agreed

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to at Management-Union Conferences at which representatives of the Office of Employee Relations are present will be reduced to writing.

#### **ARTICLE VI – 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, nationality, or membership or nonmembership in the Union.

#### **ARTICLE VII – 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 IV – Grievance Procedure. Upon completion of such probationary period, their seniority will be dated as of the date of the commencement of their employment.

2. Definitions:

- a. Rutgers seniority is defined as the length of time an employee has been continuously employed at Rutgers. In the event two employees have the same seniority, their respective seniority shall be determined by alphabetical order of their last names.
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b. Classification seniority is defined as the length of time an employee has been continuously employed in a specific job classification within a seniority unit. Classification seniority as defined herein shall be implemented on July 1, 1976. In the event two 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. Newark Snack Bar
- d. Camden Snack Bar
- e. New Brunswick Housing
- f. Physical Plant – Newark
- g. Physical Plant – New Brunswick
- h. Physical Plant – Camden
- i. Security Guards
- j. Fire Fighters

4. 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 report reflecting changes in the seniority lists.

5. An employee's classification and Rutgers seniority shall cease and his or 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 three (3) years continuous service; continuous layoff for a period exceeding one (1) year for employees with three (3) 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.
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6. For purposes of layoff and recall, the President, three Vice Presidents, the Secretary-Treasurer, the Recording Secretary, all recognized shop stewards and three 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 shall be entitled to exercise classification seniority by displacing the least senior employee in such classification in the seniority unit where such layoff occurs. Probationary employees in such classification in such seniority unit shall be laid off first.
- b. Any employee so displaced may exercise his or her Rutgers seniority to displace the employee with least classification seniority in a lower rated job title in the seniority unit provided he or she has formerly held that position and has the ability to perform the work avail-

able. Any employee exercising his right to so displace such employee shall be paid at the rate of such job.

8. Employees laid off from Rutgers shall be recalled to work from layoff 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 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 the seniority units shall be Dining Halls, Rutgers Snack Bar, and Douglass Snack Bar.

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

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

15. A permanent job opening in a seniority unit shall be posted on appropriate bulletin boards in such seniority unit for a period of five (5) working days. Copies of such postings shall be furnished to the Union Secretary when such posting commences. An employee must be in his current position for six (6) months or more to be eligible to bid for a job opening.

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16. 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 in other job titles may be made without change in pay rate, except that an employee who is temporarily assigned to work in another job title for a period in excess of four (4) continuous working days shall thereafter be entitled to be paid, retroactively to the first day of his temporary assignment 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). 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 four (4) continuous working days shall be put in writing to the employee by his supervisor.

17. An employee who is promoted or permanently transferred to a job or position not covered by this Agreement shall retain and accumulate Rutgers seniority and 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 promotion or transfer, during

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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 his promotion or transfer.

18. Students shall not be employed by Rutgers to replace employees or to cause the layoff of employees.

19. Accrual

- a. Rutgers seniority shall accrue during an authorized leave without pay, maternity leave, sick leave, or vacation as specified in paragraph 5 c.
- b. Classification seniority shall accrue as specified above and during the time an employee is employed in a specific job title within his seniority unit.

20. Application

Classification seniority shall apply in layoffs and recalls within the seniority unit.

#### **ARTICLE VIII – SALARY**

A. Fiscal Year 1975-76

1. Retroactive to the appropriate anniversary date, employees currently employed shall be paid a normal merit increment during the fiscal year 1975-76.

2. Each full-time employee with one year or more of service as of July 1, 1975, shall be entitled

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to a one-time cash payment if currently employed on the date of such payment. Such payment shall not constitute a modification of the current compensation plan. Each employee who is earning a base salary rate, exclusive of overtime or other additional compensation, of \$12,000 per year or less shall receive a payment of \$250.00. Each employee who is earning a base salary rate, exclusive of overtime or other additional compensation, of more than \$12,000 shall receive a cash payment of \$125.00. Employees who have at least six months of service but less than a full year of service as of July 1, 1975, shall receive one-half of the cash payments on the same basis as outlined above. Ten-month full-time eligibility shall be determined by annualizing the employee's salary. Part-time employees shall be entitled to one half of the one-time payment described and set forth under the conditions above. Part-time eligibility shall be determined by equating the part-time salary to the full-time salary in the range and step applicable.

3. The minimum hiring rate shall be \$6360. If as a result of moving to the minimum hiring rate an employee receives the equivalent of one or more increments, then that shall take the place of the normal merit increment cited in paragraph 1 above.

4. Employees currently employed and serving in titles for which the salary ranges have been truncated as a result of the assigned minimum annual authorized hiring rate of \$6360 who are at the maximum

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(step 8) in their respective salary ranges and who would otherwise have been eligible for a normal merit increment shall receive a payment equal to the distributed value of an increment applied from their respective anniversary date to the end of the current fiscal year. Those employees who have been at the maximum of their truncated ranges for more than one full year at the beginning of the fiscal year 1975-76 shall be considered to have a July anniversary date. These payments apply only to Fiscal Year 1975-76 and are not a modification of the compensation plan. This provision does not apply to part-time employees.

The above economic provisions are contingent upon the State Legislature enacting an appropriation of funds for the specific purposes identified.

**B. Fiscal Year 1976-77**

1. There shall be a seven (7) percent increase across the board for all employees effective July 1, 1976. Salary schedules shall be modified to incorporate this change.

2. Each eligible employee shall be paid a normal merit increment on the appropriate anniversary date.

3. A minimum hiring rate of \$6800 shall be established.

The above economic provisions are contingent upon the State Legislature enacting an appropriation of funds for these specific purposes.

**ARTICLE IX – LEAVE OF ABSENCE**

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 or 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 one year.

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 workmen's 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.

**ARTICLE X—MATERNITY LEAVE**

An employee desiring to work during pregnancy must furnish Rutgers with a physician's certification

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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 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; and (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.

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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 (3) months be considered reasonable.

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

#### **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 (1) full holiday or two half ( $\frac{1}{2}$ ) holidays during the Christmas season, and three (3) additional holidays to be annually determined by Rutgers.

2. An employee laid off for a period of twenty (20) consecutive calendar days or less shall be considered entitled to holiday pay for any holidays which occur

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during that period, provided he or she returns to work in his or 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 twenty (20) consecutive calendar days 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 twenty-four (24) hours notice to an employee who is required to work on a paid holiday.

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

5. In order to compensate for the loss of the floating holiday provided for in Article XI, 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 or she is employed with Rutgers at the beginning of said following academic year.

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

**ARTICLE XII—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 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

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 the supervisor that the pressure of work or special circumstances make it difficult for the employee to use his or her 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 (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 or 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 or she was hospitalized during his vacation period; or
  2. He or she was under a doctor's care for illness other than a chronic condition during the course of the vacation.
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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 bereavement leave.

Upon separation, an employee shall be entitled to payment for his or 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 XIII—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. 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.

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.

3. Call-back Pay. Any employee who is called back to work after completing his or her 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 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, and administrative leave 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 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

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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.

5. Shift Differential. A shift premium of thirteen (13) cents per hour shall be paid to any employee who is regularly scheduled to start work on or after 9:00 p.m. and before 4:00 a.m. Effective January 1, 1975, a shift premium of six (6) cents per hour shall be paid to any employee who is regularly scheduled to start work on or after 3:00 p.m. and before 9:00 p.m.

6. Work Shifts. Prior to effecting a major change in the regular starting time of work shifts, Rutgers will give reasonable notice to the affected 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 shift, any employee in the same classification may elect, in accordance with seniority, to change his or 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 volun-

tarily exercise his or her seniority rights for such purpose more than once in any year. No employee shall be considered for a change in shift unless he or 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.

8. Major Change in Schedule. For employees working in a seniority unit on a seven-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 and seven consecutive days during such transitional week.

#### **ARTICLE XIV—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.

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**ARTICLE XV—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.

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

**ARTICLE XVI—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 ( $\frac{1}{2}$ ) 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 scheduled in advance. Requests for such leave shall not be unreasonably denied.

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;

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and (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; ½ day, 1 day, 1½ days.

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

#### **ARTICLE XVII—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 fifteen (15) days of sick leave in each fiscal year at the rate of 1¼ days per month. Those full-time employees who are paid on an hourly basis (type 3) earn sick leave on a biweekly basis at the annual rate of fifteen (15) days per year. 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 1¼ days per month.

Unused sick leave is cumulative.

Employees are expected to notify their supervisor

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

#### **ARTICLE XVIII—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 (3) days for such absence to bereavement leave. However, in the event that the 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 (5) days of absence to be charged to bereavement leave.

Employees are eligible to receive one (1) 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 XIX—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 or her duties.

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**ARTICLE XX—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 XXI—PRESCRIPTION DRUG PROGRAM**

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

**ARTICLE XXII—PRORATION**

1. Vacations. Regular part-time employees who are scheduled to work for twenty (20) hours or more per week and who are on the seniority list of their Division on June 30 of each year 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

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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-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 ( $1\frac{1}{4}$  pro rata days per month) based on the percentage of their full-time employment. Those part-time employees who are paid on an hourly basis (type 3) earn pro rata sick leave on a biweekly basis based on the annual rate of fifteen (15) days per fiscal year. During the first year of employment part-time employees will earn sick leave at the rate of 1 pro rata day per month of service except that part-time employees appointed on July 1 will earn sick leave at  $1\frac{1}{4}$  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.

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 XXIII—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 VII.

#### **ARTICLE XXIV—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.

#### **ARTICLE XXV—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.

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**ARTICLE XXVI—MISCELLANEOUS**

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 lay-off.

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 food service 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.

5. 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

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date. An employee's anniversary date may, however, change as a result of other actions such as promotion or salary adjustment.

6. 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 V.

7. 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 Division of Personnel. The review of records shall be during regular office hours.

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

9. Safety shoes will be provided for those maintenance employees in the Repair Department where necessary. 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.

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**ARTICLE XXVII—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 effect only the particular provision which shall be deemed of no force and effect, but it shall not effect the remaining provisions of this Agreement.

**ARTICLE XXVIII—TERM**

This Agreement shall be effective from December 15, 1975, until 12 midnight on June 30, 1977.

**RUTGERS, THE STATE UNIVERSITY**

By:  
Robert R. Bickal  
Edward Kozack  
Christine Mowry

By:  
William J. Fox  
Robert C. Totten

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

By:  
Vincent Griesi

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

By:  
Anthony Papi  
David Scott  
Bernard Cerebe  
Michael Youpatoff  
James R. Edmond

By:  
Benjamin Balaam  
Idella Cooke  
Frank Syrek  
Nancy Marcik  
Adrian Norwood

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**APPENDIX A**

Animal Husbandry Research Worker  
Animal Research Technician  
Assistant Greenhouse/Field Technician  
Assistant Maintenance Mechanic (D.S.)  
Assistant Soils and Plants Technician  
Automobile/Maintenance Mechanic  
Baker A  
Baker B  
Campus Fire Fighter  
Carpenter/Maintenance Mechanic  
Cook A  
Cook B  
Cook C  
Cook's Helper  
Crafts Trainee I  
Crafts Trainee II  
Crafts Utility Worker  
Custodian  
Custodian Group Leader  
Custodian/Utility Worker  
Dairy Plant Operator  
Dispatcher/Maintenance Attendant  
Driver/Dispatcher  
Electrician/Maintenance Mechanic  
Elevator/Maintenance Mechanic  
Equipment Operator  
General Maintenance Worker

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**APPENDIX A**  
**(continued)**

Greenhouse/Field Technician  
Grill Attendant/Cook  
Head Animal Research Technician  
Head General Maintenance Worker  
Head Greenhouse/Field Technician  
Head Mechanical Stores Clerk  
Head Research Dairy Worker  
Head Research Farmer  
Head Sewing Worker  
Head Soils and Plants Technician  
Head Storekeeper (DS)  
Head Supply Clerk  
Housekeeper (Willets Health Center)  
Laundry Attendant/Driver  
Laundry Attendant/Sewing Worker  
Laundry Attendant/Sewing Worker Group Leader  
Lead Crafts Utility Worker  
Leader Utility Operations (DS)  
Licensed Custodian  
Locksmith/Maintenance Mechanic  
Maintenance Mechanic  
Mason Plasterer/Maintenance Mechanic  
Mechanical Stores Clerk  
Painter/Maintenance Mechanic  
Plumber Steamfitter/Maintenance Mechanic  
Porter/Driver

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**APPENDIX A  
(continued)**

Refrigeration & Air Conditioning/Maint. Mechanic  
Research Dairy Worker  
Research Farmer  
Research Poultry Worker-Farm  
Research Poultry Worker-Lab  
  
Sewing Worker  
Security Guard  
Security Guard Sergeant  
Senior Animal Husbandry Research Worker  
Senior Automobile/Maintenance Mechanic  
Senior Carpenter/Maintenance Mechanic  
Senior Electrician/Maintenance Mechanic  
Senior General Maintenance Worker  
Senior Greenhouse/Field Technician  
Senior Locksmith/Maintenance Mechanic  
Senior Maintenance Mechanic  
Senior Mason Plasterer/Maintenance Mechanic  
Senior Mechanical Stores Clerk  
Senior Painter/Maintenance Mechanic  
Senior Plumber Steamfitter/Maintenance Mechanic  
Senior Research Dairy Worker  
Senior Research Farmer  
Senior Research Poultry Worker-Farm  
Senior Research Poultry Worker-Lab  
Soils and Plants Technician  
Special Service and Grounds Worker  
Special Service and Grounds Group Leader

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**APPENDIX A**  
**(continued)**

Storekeeper (DS)

Storekeeper II

Supply Clerk

Upholsterer/Repairer

Utility Worker A (DS)

Utility Worker B (DS)

Utility Worker C (DS)

Utility Worker/Driver

Water Treatment Technician

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