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AGREEMENT

THIS BOOK DOES  
NOT CIRCULATE

This Agreement, made and entered into this 1st day of December, 1972 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. 888 (hereinafter called the "Union").

#### ARTICLE I - PURPOSE

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

#### ARTICLE II - RECOGNITION

1. Rutgers recognizes the Union as the sole and exclusive negotiations representative of its employees, as herein defined.

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. 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. Regular employee - an employee hired on a 10 or 12 month salaried or hourly basis for an indefinite period of time.
- b. Temporary employee - an employee who is hired to work as an interim replacement or for any short-term work schedule for less than one year.
- c. Casual employee - an employee who is employed on an intermittent basis.

ARTICLE III - UNION SECURITY

Rutgers agrees to deduct Union dues bi-weekly from each employee, as defined herein, who furnishes a voluntary written authorization for such deduction, on a form acceptable to Rutgers. Each employee may cancel such written authorization giving written notice of such cancellation to Rutgers and the Union only between December 15 and December 31 of any year effective January 1 of the ensuing year. The amount of monthly Union dues shall be in such an amount as may be certified to Rutgers by the Union from time to time, and at least 30 days prior to the date on which deduction of Union dues is to be made. Deductions of Union dues made pursuant hereto shall be remitted by Rutgers to the Union every four (4) weeks together with a list of the names of employees from whose pay such deductions were made.

ARTICLE 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 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 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.

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 forty (40) days.

ARTICLE V - GRIEVANCE PROCEDURE

1. A grievance is defined as any difference or dispute concerning the interpretation, application or claimed violation of any provision of this Agreement or of any Rutgers policy or any administrative decision relating to wages, hours or other terms or conditions of employment of the employees, as defined herein.
2. 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 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 within ten (10) working days of the occurrence 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 his 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 his 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 his written answer to 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 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 Services, the Union shall within five (5) working days after the receipt of the written decision of the representative of the Division of Personnel Services, submit to the Division of Personnel Services a written request for a meeting between a representative of the 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 fact finding before a designee of Rutgers; a designee of the Union and a third individual to be designated jointly by Rutgers and the Union.

Rutgers and the Union agree that the neutral fact finder to be chosen jointly shall come from an agreed list of the following five fact finders: Eva Robins, James E. Amos, Walter J. Gershenfeld, Philip C. Shaak, and Allan Weisenfeld. If after five (5) working days from receipt of the

request for fact finding, there is no mutual agreement on the choice of the fact finder from the agreed list, then the name of the fact finder is to be drawn by lot from the list of five (5) agreed fact finders. If none of the fact finders are available, then the parties will petition the American Arbitration Association to provide a list of ad hoc fact finders from its panel of experts in public disputes settlements from which a fact finder may be selected in accordance with the rules and procedures of the American Arbitration Association.

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

3. Within thirty (30) days following the close of the fact finding hearing, the fact finder shall render a decision in writing, submitting five copies to the Union and five copies to Rutgers.
4. No fact finder functioning under the provisions 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 V, 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 his 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 claims that he 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.
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. Reprimands - Rutgers shall provide a copy of any formal reprimand to an employee and to the Union. The employee shall sign such reprimand, his signature serving only to acknowledge that he 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 formal reprimand with which he does not agree.

ARTICLE V (A) - 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 conferences may be attended by Council and/or International Representatives of the Union.

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 non-membership 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 V - Grievance Procedure. Upon completion of such probationary period, their seniority will be dated as of the date of the commencement of their employment. In the event that two (2) employees commence their employment on the same date in the same seniority unit, their respective seniority shall be determined by alphabetical order of their last names.

2. Seniority for the purpose of this article shall be based upon an employee's continuous length of service at Rutgers.

3. Seniority units are defined as:

- a. Farm Workers
- b. Division of Dining Services - Newark Snack Bar
- c. Division of Dining Services - Camden Snack Bar
- d. Division of Dining Services - New Brunswick Snack Bars and Student Union Building
- e. Division of Dining Services - New Brunswick Dining Halls
- f. Division of Housing - Douglass Dormitories
- g. Division of Housing - all other New Brunswick Dormitories
- h. Division of Physical Plant - Newark
- i. Division of Physical Plant - Camden
- j. Division of Physical Plant - New Brunswick
- k. Security Guards - Newark
- l. Security Guards - Camden
- m. Security Guards - New Brunswick
- n. Campus Fire Fighters - New Brunswick

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

Union. The Division of Personnel Services also shall furnish to the Union copies of the monthly reports reflecting changes in the seniority lists.

5. 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 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.

6. For purposes of lay-off 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 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 lay-off 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. When Rutgers decides to reduce the number of employees in any particular job title, the employee or employees in such job title with the least seniority in the seniority unit shall be laid off. Employees so laid off shall not be entitled to displace any other employee during a layoff which persists for two (2) calendar weeks or less, or during a holiday shutdown, whichever is longer. In the event that a layoff persists beyond two (2) calendar weeks or beyond the period of a holiday shutdown, whichever is longer any employee so laid off from a particular job title may displace the employee with the least seniority in any lower rated job title in his seniority unit, provided that he has the requisite qualifications and ability to perform the work available. Any employee exercising his right to displace another employee with less seniority in any lower rated job title shall be paid at the rate of such job.

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



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

11. Employees cannot exercise seniority to displace other employees in existing positions except under the layoff procedure.

12. 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 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.

13. 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 months or more to be eligible to bid for a job opening.

14. Employees may be temporarily transferred to work in another job title without regard to seniority for periods up to thirty (30) working days, and for such additional periods of time as may be mutually agreed upon between Rutgers and the 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 five (5) continuous working days shall thereafter be entitled to be paid, retroactively to the first day of his temporary assignment, the rate of pay for the job from which he was temporarily assigned or the starting rate of the range of the job to which he is temporarily assigned, whichever is higher.

15. An employee who is permanently promoted or transferred to a job in another seniority unit will have his seniority based on his continuous length of service at Rutgers, but will not retain seniority in the seniority unit from which he was promoted or transferred.

16. 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.

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

ARTICLE VIII - LEAVE OF ABSENCE

1. 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 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.

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 (3) 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 work in a position comparable to the one previously held.

ARTICLE IX - 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 layoff.

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

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

4. At the close of the fiscal year, employees shall be refunded the deductions for meals made for regular salaried 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. All regular full-time employees originally hired on a full-time voucher basis will have their vacation eligibility computed from their original date of hire.

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 (A).

ARTICLE X - 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 the day after Thanksgiving, either one full holiday or two half holidays during the Christmas season, and another holiday 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 during that period, provided he returns to work in his seniority unit on his first scheduled work day in the pay period immediately following such a lay off. 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 lay off 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 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 X, 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 is employed with Rutgers at the beginning of said following academic year.

#### ARTICLE XI - 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 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 ten minute rest period during the first half of their shift and an additional ten 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 ten 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 he has completed his regular shift and has left his place of work shall be guaranteed a minimum of four (4) hours work or pay in lieu thereof. Such employee shall be required to work all hours. In addition to the four (4) minimum guarantee, which are required by his supervisor.

##### 4. Overtime

- a. For the purpose of computing overtime, the standard work week shall be 12:01 a.m. Saturday to midnight Friday.
- b. 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 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 13 cents per hour shall be paid to any employee who is regularly scheduled to start work on or after 10:00 p.m. and before 4:00 a.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 shift to that shift on which the opening occurs, provided that the efficiency of the particular operation will not be impaired by such change and provided that no employee shall voluntarily exercise his seniority rights for such purpose more than once in any year. No employees shall be considered for a change in shift unless he 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 seven-day work week schedule with fixed days off each week, where a major change in schedule affecting 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 XII - 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 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 to work for twenty (20) hours or more per week shall be entitled to earn twelve (12) days sick leave during each fiscal year. The number of hours in each such day of sick leave shall be based upon the number of hours regularly scheduled for the employee on the day of sickness.

ARTICLE XIII - 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 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 lay-off procedure in Article VII.

ARTICLE XIV - 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 XV - UNIVERSITY PROCEDURES

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

ARTICLE XVI - 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 XVII - TERM

This Agreement shall be effective from December 1, 1972 until 12 midnight on June 30, 1975 and shall continue thereafter from fiscal year to fiscal year unless written notice of termination shall be given by either party to the other no more than ninety (90) days or less than sixty (60) days prior to the end of the then current term. At any time between March 1 and April 30 of each year of this Agreement, the Union, on ten (10) days written notice to Rutgers, may request 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.

Rutgers, The State University

/S/ John L. Swink

/S/ Edward Kozack

/S/ William M. Weinberg

/S/ Christine B. Mowry

American Federation of State, County and  
Municipal Employees, AFL-CIO, Local 888

/S/ James Benincasa

/S/ Michael Youpatoff

/S/ Carlton Steger

/S/ Ann Bartha

/S/ Ben Balaam

/S/ Daniel Dunn

/S/ John Carnevale

/S/ Randolph Post

/S/ James R. Edmond

Date: November 29, 1972

