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THIS BOOK DOES
NOT CIRCULATE

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AGREEMENT

This Agreement, made and entered into this 9th day of October, 1973, by and between RUTGERS, THE STATE UNIVERSITY (hereinafter called "Rutgers") and the INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS and its LOCAL 373 (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 bargaining agent of its employees as herein defined.

2. The terms "employee" and "employees" as used herein shall include all full-time employees, employed as "University Police Officers" and "University Police Sergeants" by Rutgers in the State of New Jersey; but excluding probationary employees and all supervisors as defined in the National Labor Relations Act.

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 thirty (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.

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RUTGERS UNIVERSITY

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 Office of Employee Relations or the Division Head, or his representative responsible for the area to be visited.

2. Rutgers agrees to recognize a maximum of three (3) committeemen selected by the Union, one committeeman for each campus of Rutgers at New Brunswick, Camden and Newark. The Union agrees to give Rutgers written notice of the names of the committeemen and their respective areas of responsibility. A committeeman 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 appropriate supervisor. The Union President 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 the President is an employee of Rutgers. Neither a committeeman nor the Union President shall leave his work without first obtaining the permission of the appropriate supervisor, which permission shall not be unreasonably withheld.

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

Step 1

(a) Informal. An employee having a grievance shall, accompanied by a committeeman, orally present it to the lowest level of supervision that is appropriate to the grievance within ten working days after the occurrence of the event or knowledge thereof out of which the grievance arises. The supervisor shall attempt to adjust the grievance and shall give his oral decision to the employee and the committeeman not later than within two (2) working days after the presentation of the grievance.

(b) If, as a result of the discussion required in (a) above, the employee and/or the Union is dissatisfied, the grievance may be presented to the employer official involved in writing at Step 1 (a) within three (3) working days of the discussion. The employer official will render a written decision to the employee and his committeeman within three (3) working days of receipt of the written grievance.

Step 2

If the employee and/or Union is dissatisfied with the decision, the written grievance may be presented to the Chief of Campus Patrol or other appropriate official within three (3) working days of the receipt of such decision. The Chief of Campus Patrol or other appropriate official shall meet with the employee and/or Union representative(s) within five (5) working days following receipt of the grievance and shall render a written decision to the employee or his representative within three (3) working days of the date of such meeting. Copies of the written grievance and decision shall be forwarded to the Office of Employee Relations and to the President of the Union.

Step 3

If the employee and/or Union is dissatisfied with the decision at Step 2, the written grievance may be presented with a request in writing for third step processing with a copy to the Step 2 level of authority within three (3) working days of receipt of such decision to the Office of Employee Relations. The Office of Employee Relations shall arrange for a meeting with the employee and Union representative(s) within five (5) working days of receipt of grievance. A written decision shall be rendered by the Office of Employee Relations within five (5) working days of such meeting. A general grievance, one that may affect all or a group of employees, may be presented by the Union at Step 3 instead of Step 1.

If the Union is not satisfied with the decision at Step 3, the written grievance may be presented within five (5) working days of receipt of the decision to the Office of Employee Relations with a request for 4th step processing by the Vice President for Personnel or his designated representative who shall arrange to meet with the employee and/or the Union within five (5) working days of receipt of grievance. The Vice President for Personnel or his representative shall render 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.

The representative of the Union shall be entitled to submit a written request to the Vice President for Personnel or his representative for the purpose of presenting the Union position with respect to the written decision on the grievance within five (5) working days after such written decision is received. A meeting will be held within five (5) working days following receipt of such request.

Step 5

If the Union is not satisfied with the decision of the Vice President for Personnel or his designated representative, the Union may within ten (10) working days after the decision of the Vice President for Personnel or his designated representative, submit to the Office of Employee Relations 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. If the parties cannot agree on the selection of the third fact finder, 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 settlement 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 their respective designees; and each party shall pay one-half of the other costs and expenses of the fact finding process, including the fee of the third fact finder.

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

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

5. In the event of the discharge for cause of any employee, Rutgers shall promptly give written notice of the discharge to the committeeman responsible for the campus on which the discharged employee had been employed, and attempt to give telephone notice to the President of the Union.

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. Any such conferences shall take place at a mutually convenient time and place and may be attended by no more than three (3) Union representatives employed by Rutgers who shall not lose pay for time spent during their regular working hours at such conferences. Such conferences may be attended by International Representatives of the Union.

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, 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 six (6) months of their employment. Probationary employees may be disciplined or terminated at any time 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, their respective seniority shall be determined by alphabetical order of their last names.

2. Seniority for the purpose of this article shall be based upon an employee's continuous length of service in the unit covered by this Agreement.

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

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

- (a) Resignation or retirement;
- (b) Discharge for cause;
- (c) Continuous layoff for a period exceeding six (6) months;

- (d) Failure of laid-off employee to report for work either (i) on date specified in written notice of recall postmarked 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 postmarked 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 subsequent notification to Rutgers of a justifiable excuse for such absence;
- (f) Failure to report back to work immediately upon expiration of vacation, leave of absence or any renewal thereof unless return to work is excused by Rutgers, and such excuse shall not unreasonably be withheld by Rutgers.

5. When Rutgers decides to reduce the number of employees in any particular job title, the employee or employees in such job title with the least seniority 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 rank, 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 rank shall be paid at the rate of such job.

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

7. As a matter of policy, Rutgers will endeavor to fill permanent job openings in the unit by promoting employees from lower rated ranks 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 will be promoted. Rutgers shall have the right to fill permanent job openings by hiring new employees instead of promoting employees when there are no employees who have the requisite qualifications and ability to perform the work who have applied for a given promotion.

in the unit shall be posted on appropriate bulletin boards for a period of five (5) calendar days. Copies of such postings shall be furnished to the Union Secretary when such postings commence. Probationary employees are ineligible to bid for permanent job openings.

9. (a) 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.

(b) When Rutgers assigns an employee to temporarily work in another job title for a period in excess of five (5) continuous working days, the employee 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. It is understood that Rutgers will not rotate a temporarily assigned employee for the purpose of avoiding compensation to the employee under this provision. When an employee fulfills such temporary assignment, it shall be noted by preparing a memorandum outlining the assignment and filing the memorandum in the employee's personnel file.

10. An employee who is promoted or permanently transferred to a job or position not covered by this Agreement shall retain and accumulate his seniority as provided for in this Agreement 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 within the unit comparable to the one which he held at the time of his promotion or transfer.

ARTICLE VIII - VACATION

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 during that period. The vacation rate thereafter is:

One through 14 years' service - 15 working days
15 or more years' service - 20 working days

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

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

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

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

ARTICLE IX - SICK LEAVE

Sick leave is defined as a necessary period of absence because of illness.

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

Unused sick leave is cumulative.

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

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

Employees shall be required to submit a medical certificate after more than three (3) consecutive working days of illness. When Rutgers believes that sick leave privileges are being abused, Rutgers may, after giving warning to the employee(s), request certification of future illnesses at its discretion.

The meaning of sick leave may be extended to include a period of time for bereavement (up to three (3) days) because of death in the immediate family. Immediate family is defined as mother, father, spouse, child, foster child, sister, brother, and any relatives of the employee residing in the employee's household.

After retirement employees are eligible for a payment of one-half of their accumulated earned but unused sick leave credited to the employee in the records of the University in conformity with the rules and regulations governing such provisions.

ARTICLE X - MATERNITY LEAVE

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.

ARTICLE XI - MILITARY LEAVE

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

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

ARTICLE XII - JURY DUTY

Rutgers shall grant time off with full normal pay to any regularly appointed employee who is required to serve for jury duty during such period as the employee is actually upon such duty. If jury duty does not require the full work day, and it is practicable for the employee to return to duty, it is expected he/she shall do so.

ARTICLE XIV - LABOR-UNION RELATIONS SEMINARS

Employees may be given permission to attend without loss of pay labor-management relations seminars when the subject matter is deemed to be of benefit both to the Union and Rutgers.

ARTICLE XIV - SUBPOENED COURT WITNESS

When an employee is subpoenaed to appear as a witness before a court in connection with responsibilities related to official duties, he or she shall be compensated for such time.

ARTICLE XV - OVERTIME

Rutgers will insofar as possible provide an equal opportunity for overtime work and shall maintain an overtime log for this purpose which shall be available to the Union for review.

Employees covered by this Agreement will be assigned to appropriate work in connection with University sponsored events to the extent they are available prior to employing non-Rutgers personnel.

In the event that there are insufficient number of employees willing to cover a given overtime assignment, then Rutgers may assign the necessary number of employees to cover the assignment.

ARTICLE XVI - 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 which are required by his supervisor.

ARTICLE XVII - HEALTH BENEFITS

Employees and their eligible dependents shall continue to be enrolled in the New Jersey State Health Benefits Program which includes Blue Cross-Blue Shield, Rider J provisions and Major Medical.

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

ARTICLE XVIII - RETIREMENT

Employees shall be eligible for participation in the Public Employees Retirement System consistent with its rules and regulations. In accord with a recent change in these rules and regulations, employees are eligible to retire after twenty-five (25) years of membership service upon reaching age fifty-five (55) with no penalty.

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

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

ARTICLE XIX - 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 procedure even though not specifically provided for herein.

ARTICLE XX - MISCELLANEOUS

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

2. 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.

3. Rutgers may from time to time, establish and issue reasonable rules and regulations concerning the work to be performed by, and the conduct of, its employees, including a disciplinary code, 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.

4. Employees who are required to work for more than ten (10) consecutive hours shall be eligible for one meal allowance in the amount of Two Dollars (\$2.00).

5. Rutgers will supply uniforms to employee and replace and repair items that are worn or damaged in the line of duty. Initial alterations and insignia placement will be provided by Rutgers.

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

7. Employees shall perform duties associated with reading bulletin boards, taking notes of all alerts, and standing for shape-up inspection at the start of their tour of duty.

8. Employees are not normally expected to stand by. However, under exceptional circumstances they may be requested to leave a telephone number where they can be reached.

9. Rutgers shall apply to employees applicable wage increases and fringe benefits that have been legislatively authorized during the term of this Agreement

ARTICLE XXI - SEVERABILITY

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

ARTICLE XXII - TERM

This Agreement shall become effective as of the date above mentioned and will otherwise continue in effect until June 30, 1975.

RUTGERS, THE STATE UNIVERSITY

<u>Robert R. Peltan</u>	<u>Robert J. Peltan</u>
<u>Edward Lynch</u>	<u>Richard Jordan</u>
<u>Walter B. Murray</u>	<u>Robert D. Bamber</u>

INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS and its LOCAL 373

<u>William J. Huff</u>	<u>Monica R. Battick</u>
<u>Charles A. Smith</u>	<u>Paul J. Hayes</u>