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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, made and entered into this 7 day of April, 1967 by and between RUTGERS, THE STATE UNIVERSITY (hereinafter called "Rutgers") and AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO (hereinafter called the "Union") and LOCAL UNION NO. 888, affiliated with American Federation of State County and Municipal Employees, AFL-CIO, (hereinafter called the "Local Union").

ARTICLE I -- PURPOSE

Rutgers and the Union and the Local Union have entered into this Memorandum of Understanding 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 and the Local Union as the elected majority representative of its employees as herein defined.

2. The terms "employee" and "employees" as used herein shall include all full-time employees, and all regular part-time employees who are scheduled to work for twenty (20) hours or more per week, employed in the Division of Housing, the Division of Food Services and the Division of Physical Plant, and as farm workers, by Rutgers in the State of New Jersey, but excluding all probationary employees, all clerical employees, students, casual and temporary employees, part-time employees who are scheduled to work for less than twenty (20) hours per week, professional employees, supervisors as defined in the National Labor Relations Act, 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.

ARTICLE III -- DEDUCTION OF UNION DUES

Rutgers agrees to deduct from the first paycheck of each calendar month the monthly union dues of each employee, as defined herein, who furnishes a voluntary written authorization for such deduction, on a form acceptable to Rutgers, and so long as such written authorization remains in effect. The amount of monthly union dues shall be four dollars (\$4.00) or such other amount as may be certified to Rutgers by the Union at least thirty (30) days prior to the date on which deduction of union dues is to be made. Deductions of union

dues made pursuant hereto shall be remitted by Rutgers to the Treasurer of the Local Union within fifteen (15) days after such deductions are made 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 and of the Local 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 and the Local Union representatives shall make their presence and destination known to the Department 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-two (22) stewards selected by the Local Union. The Local 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. A Local Union officer who is an employee of Rutgers 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. Neither a steward nor a Local Union officer shall

leave his work without first obtaining the permission of his immediate 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 provisions of this Memorandum of Understanding or of any Rutgers policy 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 -- An employee having a grievance shall present it in the first instance to his immediate supervisor within ten (10) working days after the occurrence of the event out of which the grievance arises. If the employee so requests, his steward shall be present.

Step 2 -- If the employee is not satisfied with the decision of his immediate supervisor at the first step, the grievance shall be put in writing, signed by the employee and presented to the employee's next level of authority within three (3) working days after the decision of the employee's immediate supervisor. For the purposes of this grievance procedure the "employee's next level of authority"

shall be considered the employee's Division Head or Section Head. Copies of the written grievance shall be forwarded to Rutgers' Department of Personnel Services and to the Secretary of the Local Union. The employee's Division 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 Local Union officer. The Division Head or Section Head shall give to the employee and the Secretary of the Local Union his written answer to the written grievance within three (3) working days after the date of such meeting.

Step 3 -- If the employee or the Local Union is not satisfied with the written answer of the employee's Division Head or Section Head, the Local Union shall, within three (3) working days following the date of the written answer of the employee's Division Head or Section Head, submit to the Department of Personnel Services a written request for a meeting between a representative of the Department of Personnel Services and a Council Director of the Union. Such meeting shall occur at a mutually agreeable time and place not later than five (5) working days after the written request for such discussion. The employee shall be entitled to be present at such meeting. The representative of the Department 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.

Step 4 -- If the employee or the Union is not satisfied with the written decision of the representative of the Department of Personnel Services, the Union shall, within five (5) working days after the written decision of the representative of the Department of Personnel Services, submit to the Department of Personnel Services a written request for a meeting between the Area Director of the Union or his representative and the Vice President and Treasurer of Rutgers or his representative. Such a meeting shall occur at a mutually convenient time and place not later than five (5) working days after the written request for the meeting. The employee shall be entitled to be present at such meeting. The Vice President and Treasurer or his representative shall submit a written decision to the employee and the Union on the grievance within five (5) days after the date of such meeting, which decision shall be final and binding upon Rutgers, the Union, the Local Union and the employee or employees involved. The Area Director of the Union or his representative shall be entitled to submit to the Vice President and Treasurer or his 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.

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, shall be considered a final settlement and such settlement shall be binding upon Rutgers, the Union, the Local Union and the employee or employees involved.

4. Any employee shall be entitled to the assistance of anyone of his own choosing at all steps of the foregoing grievance procedure. 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 4 meeting of the grievance procedure, such employees shall not lose pay for such time.

ARTICLE VI -- NON-DISCRIMINATION

There shall be no discrimination by Rutgers, the Union or the Local Union against any employee or applicant for employment because of race, creed, color, sex, religion, nationality, or membership or non-membership in the Union or the Local 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 in a seniority unit. Seniority units are defined as follows:

- a. Farm workers
- b. Division of Food Services - Newark Snack Bar
- c. Division of Food Services - Camden Snack Bar
- d. Division of Food Services - New Brunswick Snack Bars and Student Union Building
- e. Division of Food 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

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

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

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

ployee's last known address as shown on Rutgers' personnel records.

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

5. For purposes of layoff and recall, one shop steward and one alternate shop steward in each seniority unit shall be granted top seniority in their seniority units during their term of office, provided that they have the requisite qualifications and ability to perform the work available at the time of lay-off or recall.

6. 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. In the event that it is anticipated that such lay off will extend for a period in excess of two (2) calendar weeks, or in the event that an anticipated lay-off for a period of less than two (2) calendar weeks persists beyond such period, any employee so laid off from a particular job title may displace any other employee 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.

7. 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.

8. As a matter of policy, Rutgers will endeavor to fill permanent job openings by promoting employees from the next lower rated job title 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.

9. 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) calendar days. Probationary employees are ineligible to bid for permanent job openings.

10. 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 or the Local Union. Temporary assignments of employees to work in other job titles may be made without change in pay rate, except that an employee that is temporarily assigned to work in another job title for a period in excess of five (5) working days shall thereafter be entitled to be paid 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.

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

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

13. 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 acquire seniority in such other seniority unit.

ARTICLE VIII -- LEAVE OF ABSENCE

1. An employee desiring to continue to work during pregnancy must furnish her Division Head or Section Head with a physician's certificate indicating the expected date of birth of her child and indicating his opinion as to how long she may continue to work. The employee will not be permitted to continue to work beyond the seventh month of pregnancy. The employee may request a maternity leave of absence if she intends to return to work following the birth of her child. Such leave of absence will extend to a date three (3) months beyond the anticipated date of birth of her child. The employee must notify the Department of Personnel Services of her intention to return to work not less than thirty (30) days prior to the expiration of her leave of absence. Upon the expiration of her maternity leave of absence the employee shall be returned to work in a position comparable to the one previously held.

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.

ARTICLE IX -- TERM

This Memorandum of Understanding shall become effective as of the date above mentioned and shall continue in effect until April 1, 1968. During the term of this Memorandum of Understanding Rutgers, the Union and the Local Union shall continue to discuss issues relating to terms and conditions of employment of employees, as defined herein, not covered by the provisions of this Memorandum of Understanding and shall enter into supplemental Memoranda of Understanding with respect to such other terms and conditions of employment as may be hereafter agreed upon.

RUTGERS, THE STATE UNIVERSITY

By _____

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

By _____