

AGREEMENT

This Agreement, made and entered into this 5th day of February 1980 by and between RUTGERS University (hereinafter called "Rutgers") and INTERNATIONAL UNION OF OPERATING ENGINEERS - AFL-CIO and its LOCAL UNION STATIONARY LOCALS 68-68A (hereinafter called the "Union").

ARTICLE 1 - 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 2 - RECOGNITION

1. Rutgers recognizes the Union as the elected exclusive representative for collective negotiations concerning the terms and conditions of employment of its employees as herein defined.

2. The terms "employee" and "employees" as used herein shall include all full-time salaried employees, employed as operating engineers, operating engineers HVAC and energy management operators in the Department of Physical Plant by Rutgers in the State of New Jersey, but excluding the chief engineer, all probationary employees, supervisors, employees in the jurisdiction of other unions now recognized by Rutgers, and all other employees of Rutgers.

ARTICLE 3 - NON DISCRIMINATION

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

ARTICLE 4 - DEDUCTION OF UNION DUES

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 5 - 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

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of entering the premises of Rutgers the Union representatives shall make their presence and destination known to the Office of Employee Relations or the Department Head or his/her representative responsible for the area to be visited.

2. Rutgers agrees to recognize one steward to be selected by the Union for each of the following campuses: Busch Campus, College Avenue Campus, Newark, Camden. The Union agrees to give Rutgers written notice of the names of the stewards and their respective areas of responsibility.

A steward shall not leave his/her work without first obtaining the permission of his/her immediate supervisor, which permission shall not be unreasonably withheld.

ARTICLE 6 - 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 7 - 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 unit. 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. Department of Physical Plant - Newark
- b. Department of Physical Plant - Camden
- c. Department of Physical Plant - New Brunswick

3. 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 reports reflecting changes in the seniority lists.

4. An employee's seniority shall cease and his/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.
- 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.

5. When Rutgers decides to reduce the number of employees in a job classification in a seniority unit:

- a. the employee(s) so affected may displace the least senior employee in such classification in the seniority unit provided he/she has the requisite qualifications and abilities to perform the work available;
- b. any employee so displaced may then displace the least senior employee in the next lower-rated classification in the seniority unit provided he/she has the requisite qualifications and abilities to perform the work available;
- c. any employee(s) so displaced (in b above) may in turn displace the least senior employee in the next lower-rated classification provided he/she has the requisite qualifications and abilities to perform the work available.

In addition, if, in the above procedure, the "least senior employee" in the seniority unit affected by the layoff retains seniority in another seniority unit (in accordance with #9 below) that employee may displace the least senior employee in his/her classification in his/her former seniority unit.

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

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. All permanent job openings in the unit, including the entry level Operating Engineer II title, shall be posted on appropriate bulletin boards for a period of five (5) calendar days. An employee must be in his/her current position for six months or more to be eligible to bid for a job opening.

A copy of each posting will be sent to the shop steward(s) in the appropriate seniority unit.

9. 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 purpose of layoff and recall only, shall retain seniority in the seniority unit from which he/she was transferred for a period of four (4) years from the date of such permanent transfer.

ARTICLE 7 - GRIEVANCE PROCEDURE

1. A grievance is defined as any difference or dispute concerning the interpretation, application or claimed violation of any provisions 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. 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, the steward shall be present.
- b. If the employee or the union is not satisfied, the grievance shall be put in writing, signed by the employee and presented to the employee's immediate supervisor within one (1) working day after the discussion of the grievance with the employee's immediate supervisor or the decision of the employee's immediate supervisor, whichever the employee or the Union elect to follow. The employee's immediate supervisor shall within three (3) working days thereafter, 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 three (3) working days. For the purpose of this grievance procedure the "employee's next level of authority" shall be considered the Chief Engineer. Copies of the written grievance shall be forwarded to the Rutgers Office of Employee Relations and to the Local Union. The Chief Engineer shall, within five (5) working days of the receipt of the written grievance, arrange a meeting with the employee and a Local Union official. The Chief Engineer shall give to the employee and 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 Union is not satisfied with the written answer of the Chief Engineer, the Union shall, within three (3) working days following the date

of the written answer of the employee's Chief Engineer, submit to the Office of Employee Relations a written request for a meeting between a representative of the Office of Employee Relations and a Local Union Official. 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 Office of Employee Relations shall give his written decision to 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 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 Office of Employee Relations, the Union shall, within five (5) working days after the written decision of the representative of the Office of Employee Relations, submit to the Office of Employee Relations a written request for a meeting between a representative of the Local 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 written request for the meeting. The employee shall be entitled to be present at such meeting. The appropriate representative of Rutgers shall submit a written decision to the Union 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 Local Union shall be entitled to submit to the appropriate representative of Rutgers 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 written decision of the appropriate representative of Rutgers, the Union shall, within ten (10) working days after the receipt of the written decision of the appropriate representative of Rutgers submit to the Office of Employee Relations a written request to refer the grievance to the 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. 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 employce 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.

ARTICLE 8 - HOURS OF WORK

1. Work Week. The work week begins at 12:01 A.M. Saturday and runs for seven consecutive days. During this period all regular full-time employees shall be assigned to work five, 8-hour days in accordance with a rotating shift schedule which allows a minimum of 16 hours between shifts. Any work performed beyond 40 hours in the work week shall be considered overtime work.

2. 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.

3. Overtime. Rutgers will make every reasonable effort to provide for an equitable distribution of overtime work among employees 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.

ARTICLE 9 - TEMPORARY ASSIGNMENTS

Temporary assignments of employees to work in other job titles may be made without change in 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/her temporary assignment at 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).

ARTICLE 10 - SALARY

Subject to the appropriation of and allocation to the University by the State of adequate funding for the specific purposes identified for the full period covered by this Agreement:

Fiscal Year 1979-80

Effective July 1, 1979, each step of each range applicable to this bargaining unit will be increased by \$1500 over the 1978-79 salary schedule:

Range 13	10,852	11,319	11,786	12,254	12,721	13,189	13,656	14,124
16	12,324	12,865	13,406	13,948	14,490	15,031	15,573	16,113
18	13,435	14,031	14,628	15,224	15,820	16,417	17,013	17,610

Employees will remain on the 1978-79 step, but move to the new salary schedule.

Fiscal Year 1980-81

Effective July 1, 1980, each step of each range applicable to this bargaining unit will be increased by \$1200 over the 1979-80 salary schedule:

Range 13	12,052	12,519	12,986	13,454	13,921	14,389	14,856	15,324
16	13,524	14,066	14,606	15,148	15,690	16,231	16,773	17,313
18	14,635	15,231	15,828	16,424	17,020	17,617	18,213	18,810

Employees will remain on the 1978-79 step, but move to the new salary schedule.

ARTICLE 11 - HOLIDAYS

1. The regular paid holidays observed by Rutgers are: New Year's Day, Martin Luther King's Birthday, Washington's Birthday, 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.

An employee who works any or all of Christmas, New Year's Day and Thanksgiving will receive a day's pay plus time and one-half for hours worked and receive an alternate day off with pay.

In addition, Rutgers shall observe as holidays either one (1) full holiday or two half (½) holidays during the Christmas season, three (3) additional holidays to be annually determined by Rutgers and one holiday to be selected by the individual employee. Employees shall be eligible for the individually selected holiday after six months of employment and the rules for its use will be governed by those applicable to administrative leave as provided in Article 13 of this Agreement.

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

ARTICLE 12 - VACATION

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 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

Upon separation, an employee shall be entitled to payment for his/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.

An employee who wishes to receive vacation pay prior to leaving for his/her regularly scheduled vacation must apply in writing four weeks before the day of the pay check in which his/her vacation pay is to be included. The granting and execution of such request is to be governed by procedures established by the University.

ARTICLE 13 - ADMINISTRATIVE LEAVE

Employees shall be granted three days administrative leave for each fiscal year. Employees hired after the beginning of the fiscal year shall be granted 1/2 day of administrative leave after each full calendar month of service in the first fiscal year of employment to a maximum of three days.

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

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

Administrative leave may be scheduled in units of 1 day or more.

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

ARTICLE 14 - PRESCRIPTION DRUG PROGRAM

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

ARTICLE 15 - EYE CARE PROGRAM

Full time employees and eligible dependents shall continue to be eligible for participation in the eye care program established by the State.

This program shall provide for up to a \$20 payment for prescription eyeglasses with regular lenses and up to a \$25 payment for such glasses with bifocal lenses. Each eligible employee and dependent may receive only one payment during the term of the Agreement.

ARTICLE 16 - DENTAL CARE PROGRAM

During the term of this agreement full time employees and eligible dependents shall continue to be eligible to participate in the dental care program established by the state.

ARTICLE 17 - 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 15 days of sick leave in each fiscal year at the rate of $1\frac{1}{4}$ days per month. 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 $1\frac{1}{4}$ days per month.

Unused sick leave is cumulative.

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

ARTICLE 18 - LEAVE OF ABSENCE

1. 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.

2. Employees on leave of absence shall retain and accumulate seniority during such leaves of absence.

ARTICLE 19 - DISABILITY RESULTING FROM PREGNANCY

Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom, shall be treated like other disabilities under the sick leave provisions.

ARTICLE 20 - FUNERAL LEAVE

An employee who is absent from work due to death in the immediate family (mother, father, spouse, child, foster child, stepchild, grandchild, sister, brother, grandmother, grandfather, or any relative of the employee residing in the employees household) may charge up to three (3) days for such absence to funeral leave. However, in the event that the funeral of a member of the immediate family is held at some distant location, and the employee will attend, 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 funeral leave.

Employees are eligible to receive one (1) day of funeral leave for attendance at the funeral of the employees mother-in-law, father-in-law, son-in-law, daughter-in-law.

ARTICLE 21 - HEALTH BENEFITS

During the term of this Agreement, current coverage of Blue Cross-Blue Shield, including Rider J provisions, and Major Medical shall be continued for eligible employees covered by this Agreement.

Provision will be made to adjust the dependent coverage to provide for 100% of the cost of the Blue Cross-Blue Shield, including Rider J provisions, and 100% of the cost of the current Major Medical coverage as of January 12, 1973.

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

ARTICLE 22 - 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 changes appropriate to members of the negotiation unit shall be made and effectuated in accordance with the provisions of such legislation.

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

ARTICLE 23 - MOTOR VEHICLE REGISTRATION FEE

The annual motor vehicle registration fee beginning in fiscal year 1979-80 for employees wishing to register their vehicles for the use of surface campus parking facilities shall be 1/10th of 1% of the employee's annual base salary.

ARTICLE 24 - MISCELLANEOUS

1. 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.
2. Rutgers will furnish one uniform per year, on request. If a uniform is furnished it must be worn.
3. Safety shoes will be provided for operating engineers where necessary.
4. 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.
5. Meal Allowance. When an employee is required to work unscheduled overtime, after 10 consecutive hours' work, he/she is entitled to a lunch at a cost of up to \$5.00.

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.

ARTICLE 25 - UNIVERSITY PROCEDURES

Rutgers and the Union agree that employecs shall be entitled to enjoy all terms and conditions of employment 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 26 SEVERABILITY

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

ARTICLE 27 - TERM

This Agreement shall become effective as of July 1, 1979 and shall continue in effect to June 30, 1981.

DATE: 2-5-80

Rutgers - The State University

Robert K. Bartlett
Christine B. Mercury
John G. Bann
W. B. Bradley

Operating Engineers Local 68-68A

Thomas J. Lee
Business Manager
Thomas J. Lee
President
James J. Daly
Recording Secretary
Business Representative
Robert J. [unclear]

INFORMATIONAL ADDENDUM

Subject: Eligibility for State Health Benefits Coverage for Retire Employees

The following are the general rules for eligibility to continue in the State Health Benefits Program after PERS Retirement:

1. If the employee retires with 25 years or more of credited PERS service, the cost of Health Benefits coverage is borne by the State. If the length of service is less than 25 years, the employee may continue coverage but must pay the full cost.
2. In order to be eligible the retired employee and any eligible dependants to be covered must have been enrolled in the health benefits program immediately before retirement.
3. The employee and eligible spouse upon reaching age 65 must enroll in Parts A & B of the Federal Medicare Program in order to continue coverage under the State Health Benefits Program.
4. If the coverage is at the employee's cost, the premium is deducted from his or her pension check. Therefore, in order to be eligible, the monthly pension payment must be sufficient to cover the Health Benefits premium.

For additional details the Office of Employment Services in the Division of Personnel should be consulted.

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