

**AGREEMENT BETWEEN**

**RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY**

**AND**

**INTERNATIONAL UNION OF OPERATING ENGINEERS**

**LOCAL 68-68A**

**JULY 1, 2003 - JUNE 30, 2007**

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## **AGREEMENT**

This Agreement, made and entered into this \_\_\_ day of July 2004, 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 I, Operating Engineers II, Operating Engineers--Relief, Operating Engineers-- Service (Seasonal), H.V.A.C. Operating Engineer--Newark, Operating Engineers HVAC, Energy Management Operators in the Department of Physical Plant, and Cogen Operating Technicians 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, national origin, membership or non membership in the Union, sexual orientation, disability, status as a Vietnam-era or disabled veteran.

### **ARTICLE 4 - DEDUCTION OF UNION DUES AND INITIATION FEES**

1. 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 November 15 and December 15 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 with a list of the names of employees from whose pay such deductions were made.

2. Rutgers agrees to deduct new member initiation fees for each employee, as defined herein, who furnishes a voluntary written authorization for such deduction, on a form acceptable to Rutgers. A schedule for new member initiation fees deduction shall be mutually agreed upon by Rutgers and the Union. Rutgers will remit new member initiation fees along with any Union dues by the 15<sup>th</sup> day of the following month.

3. The Union hereby agrees to indemnify, defend, and save harmless the University from any claim, suit or action, or judgments, including reasonable costs of defense which may be brought at law or in equity, or before any administrative agency with regard to or arising from the deduction from the salaries of any employee of any sum of money as Union dues or new member initiation fees under the provisions of the Agreement.

4. If Union dues have not been remitted within thirty (30) days from the 15<sup>th</sup> day of the month following the month for which Union dues were deducted, the Union may bypass the grievance procedure and file directly for arbitration. Notwithstanding anything in this Agreement to the contrary, if the arbitrator finds that the University's delinquency was willful and violates this Agreement, the arbitrator may award interest, at the prime rate, for the period that the delinquent amounts remained outstanding and may award the Union the costs of the arbitration, including reasonable attorney fees. As a condition to the Union's proceeding directly to arbitration, the Union must serve the University's Director of Labor Relations with at least thirty (30) days written notice, via certified mail, of the amount of the delinquent fair share dues.

## **ARTICLE 5 - REPRESENTATION FEE**

1. The parties agree that all employees in the bargaining unit who do not become members shall have deducted from their salaries and forwarded to the Union a representation fee.

2. The representation fee will be 85% of the membership dues. At least 30 days before any modification thereof, the Union shall notify the University of the representation fee sum to be deducted from nonmembers' salaries. Any such change in the representation fee shall be made upon written notification to the University.

3. The representation fee shall be deducted from nonmembers' salaries bi-weekly. Representation fee deductions shall commence on or after the 90th day following the beginning of an employee's employment in a bargaining unit position, or on or after the 10th day following re-entry into the bargaining unit for employees who previously served in a bargaining-unit position and who continued in the employ of the University in a non-bargaining unit position.

4. The Union hereby agrees to indemnify, defend, and save harmless the University from any claim, suit or action, or judgments, including reasonable costs of defense which may be brought at law or in equity, or before any administrative agency with regard to or arising from the deduction from the salaries of any employee of any sum of money as a representation fee under the provisions of the Agreement.

5. If representation fees have not been remitted within thirty (30) days from the 15<sup>th</sup> day of the month following the month for which representation fees were deducted, the Union may bypass the grievance procedure and file directly for arbitration. Notwithstanding anything in this Agreement to the contrary, if the arbitrator finds that the University's delinquency was willful and violates this Agreement, the arbitrator may award interest, at the prime rate, for the period that the delinquent amounts remained outstanding and may award the Union the costs of the arbitration, including reasonable attorney fees. As a condition to the Union's proceeding directly to arbitration, the Union must serve the University's Director of Labor Relations with at least thirty (30) days written notice, via certified mail, of the amount of the delinquent representation fees.

## **ARTICLE 6 - 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 Labor 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. If the immediate supervisor is not available, permission must be requested of another appropriate supervisor in the department.

## **ARTICLE 7 - 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 8 - 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 Labor Relations shall maintain seniority lists of employees by seniority units, copies of which shall be furnished to the Union. The Office of Labor 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. If Rutgers decides to layoff employees covered by this Agreement, such employees will be given at least twenty (20) calendar days notice except in the case of an emergency. Failure of a laid-off employee to report for work either (i) on date specified in written notice of recall mailed ten (10) 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 ten (10) 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.

d. If Rutgers decides to subcontract out jobs of the employees covered by this Agreement, and the subcontracting results in the layoff of employees, Rutgers will give at least forty-five (45) calendar days notice to the affected employees and to the Union prior to such layoff.

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 (6) months or more to be eligible to bid for a job opening.

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

10. 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 five (5) years from the date of such permanent transfer.

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

1. A grievance is defined as any claimed violation of any provision of this Agreement or of any Rutgers policy relating to wages, hours or other terms or conditions of employment of the employees.

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/her immediate supervisor within ten (10) working days after the occurrence of the event out of which the grievance arises. The grievance shall be put in writing and signed by the employee. The immediate supervisor shall within two (2) working days arrange a meeting with the employee. The employee shall notify the shop steward of the date and time of the meeting; no meeting shall take place without the steward being present.

b. The employee's immediate supervisor shall within seven (7) working days after the meeting 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 may advance the written grievance to the Department Head level by forwarding the grievance and the first step answer to the Office of Labor Relations, the local Union, and the Department Head within five (5) working days. The Office of Labor Relations shall, within ten (10) working days of receipt of the written grievance, arrange for a meeting of the employee, the Department Head, or his/her designated representative, and a Local Union official. The Department Head or designated representative shall give to the employee, the Office of Labor Relations, and the Local Union his/her written answer to the grievance within five (5) working days after the date of such meeting.

Step 3

If the Union is not satisfied with the written answer of the Department Head or his/her designated representative, the Union shall, within five (5) working days following the date of the written answer of the employee's Department Head or his/her designated representative, submit to the Office of Labor Relations a written request for a meeting between a representative of the Office of Labor Relations and a Local Union official. Such meeting shall occur at a mutually agreeable time and place not later than ten (10) working days after the written request for such discussion. The employee shall be entitled to be present at such a meeting. The representative of the Office of Labor Relations shall give his/her written decision to the Union within ten (10) 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 Office of Labor Relations, the Union may, within ten (10) working days after receipt of the written decision, submit the grievance to binding arbitration, sending the Office of Labor Relations a copy of such submission.



Rutgers and the Union agree that the Arbitrator to be chosen jointly shall be selected from a panel or panels to be provided by the American Arbitration Association, the Arbitrator to be selected in accordance with the rules and procedures of the agency.

The costs incurred by each party, shall be paid by the party incurring the costs except that the fees of the Arbitrator and the administering agency shall be borne equally by Rutgers and the Union.

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 the Step 4 meeting of the grievance procedure, such employees shall not lose pay for such time.

5. Rutgers shall provide a copy of any written reprimand which is to be made part of the central personnel file to the employee. The employee shall sign such reprimand, the signature serving only to acknowledge that he or she has read the reprimand and shall not necessarily be considered an agreement with the content thereof. Any employee may file a grievance with respect to any reprimand with which he or she does not agree.

When an employee's record is free from any disciplinary action for a period of one year, any letters of reprimand contained in the employee's file shall be deemed to be removed.

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

7. If Rutgers should exceed the time limits in replying to any grievance at any step in the grievance procedure, the grievance may be advanced to the next step.

8. In addition, an employee may appeal the interpretation, or application of agreements and administrative decisions which affect terms and conditions of employment, as that concept has been defined by law, by presenting such appeal for determination to the Office of Labor Relations.

## **ARTICLE 9 - HOURS OF WORK**

1. Work Week. The work week begins at 12:01 a.m. Saturday and runs for seven consecutive days. 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/she has completed his regular shift and has left his/her 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/her supervisor.

3. Overtime. Rutgers will make every reasonable effort to provide for an equitable distribution of overtime work among employees in each work unit within 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. A written record of overtime worked and overtime refused, shall be maintained by the appropriate supervisor.

4. Notice of Shift Change. Rutgers will provide fourteen (14) calendar days notice of shift changes except in the case of emergency situations.

5. Work Day. For the sole purpose of determining administrative leave, personal holidays, holidays, vacation, and sick leave as set forth in this Agreement, a work day for employees who work a forty (40) hour work week will be eight (8) hours.

## **ARTICLE 10 - TEMPORARY ASSIGNMENTS**

Temporary assignment 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 three (3) 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 should 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 11 - 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 the following provisions shall apply. In the event that the funding appropriated and allocated to the University by the State is not adequate for the specific purposes and periods identified in this Article, negotiations will be reopened.

### **Fiscal Year 2003 - 2004**

1. Each eligible employee will receive a normal merit increment on the appropriate anniversary date.

### Fiscal Year 2004 - 2005

1. Each eligible employee will receive a normal merit increment on the appropriate anniversary date.
2. Effective July 1, 2004, there shall be an across the board increase of two and nine-tenths percent (2.9%) based on the salary schedule in effect on June 30, 2004.

### Fiscal Year 2005 - 2006

1. Each eligible employee will receive a normal merit increment on the appropriate anniversary date.
2. Effective July 1, 2005, there shall be an across the board increase of two percent (2.0%) based on the salary schedule in effect on June 30, 2005.
3. Effective January 1, 2006, there shall be an across the board increase of two percent (2%) based on the salary schedule in effect on December 31, 2005.

### Fiscal Year 2006 - 2007

1. Each eligible employee will receive a normal merit increment on the appropriate anniversary date.
2. Effective July 1, 2006, there shall be an across the board increase of two and one-quarter percent (2.25%) based on the salary schedule in effect on June 30, 2006.
3. Effective January 1, 2007, there shall be an across the board increase of two and thirty five hundredths percent (2.35%) based on the salary schedule in effect on December 31, 2006.

### Salary Schedule

Effective July 1, 2006, a ninth step will be added to the salary schedule in effect on June 30, 2006.

Movement to the ninth step will not occur until an employee's second anniversary date after movement to the preceding step.

## **ARTICLE 12 - HOLIDAYS**

1. The regular paid holidays observed by Rutgers are: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving 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/or 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 (1/2) holidays during the Christmas season, three (3) additional holidays to be annually determined by Rutgers and two (2) Personal Holidays to be selected by the individual employee. (December 13, 1983 letter is eliminated.) Employees shall be eligible for the individually selected holiday after six (6) months of employment and the rules for its use will be governed by those applicable to administrative leave as provided in Article 14 of this Agreement.

2. New Year's Day (January 1) and Christmas Day (December 25) will be observed on the day on which the holiday falls.

3. Employees appointed on a regular 10-month basis (those employed for the standard academic year beginning September 1 to June 30) will be granted holiday pay only for those holidays that fall during the academic year.

### **ARTICLE 13 - 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. Employees appointed on a regular 10-month basis (those employed for the standard academic year beginning September 1 to June 30) will accrue vacation on a pro rata basis. 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

When an employee completes twelve years of service during a fiscal year, he/she will earn vacation for the remainder of that fiscal year at the rate of 1- 2/3 days per full month of service.

When an employee completes twenty years of service during a fiscal year, he/she will earn vacation for the remainder of that fiscal year at the rate of 2 days per full month of service.

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 (4) 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.

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

1. He or she was hospitalized during the vacation period;

or

2. He or she was under a doctor's care for illness other than a chronic condition during the course of the vacation.

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 be charged to bereavement leave.

#### **ARTICLE 14 - ADMINISTRATIVE LEAVE**

Employees shall be granted three (3) 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 (3) days. Employees appointed on a regular 10-month basis (those employed for the standard academic year beginning September 1 to June 30) shall be granted administrative leave on the same basis except the maximum shall be two and one half (2-1/2) days per year.

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 personal business, including emergencies and religious observances. 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) religious holidays; and (3) personal matters. If there is still a conflict, the matter will be resolved on the

basis of seniority within the work unit. In the case of an emergency, where advance notice and approval are not possible, requests for administrative leave for emergencies shall not be unreasonably denied. Proof of the emergency may be required by the supervisor.

Administrative leave must be scheduled in increments of one (1) hour. Such leave shall not be cumulative. Unused balances in any year shall be cancelled.

#### **ARTICLE 15 - PRESCRIPTION DRUG PROGRAM<sup>1</sup>**

The Prescription Drug Benefit Program as established and administered by the State will continue during the term of this Agreement.

#### **ARTICLE 16 - EYE CARE PROGRAM<sup>2</sup>**

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 \$35 payment for prescription eyeglasses with regular lenses and up to a \$40 payment for such glasses with bifocal lenses. Each eligible employee and dependent may receive only one (1) payment during any two (2) year period.

#### **ARTICLE 17 - DENTAL CARE PROGRAM<sup>3</sup>**

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 18 - 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 hired prior to July 1, 1999 will earn fifteen (15) days of sick leave in each fiscal year at the rate of 1 1/4 days per month. Full-time employees hired on or after July 1, 1999 will earn twelve (12) days of sick leave in each fiscal year at the rate of one (1) day per month. After twelve

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<sup>1</sup> For information only.

<sup>2</sup> For information only.

<sup>3</sup> For information only.

(12) years of service, full-time employees hired on or after July 1, 1999 will earn sick leave at the rate of 1-1/4 days per month of service. Employees appointed on a regular 10-month basis (those employed for the standard academic year beginning September 1 to June 30) will earn sick leave, as appropriate for their date of hire, on a pro rata basis.

Unused sick leave is cumulative.

Employees are expected to notify their supervisors 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 (1) day.

#### **ARTICLE 19 - LEAVE OF ABSENCE**

1. An employee who is unable to perform the duties of his/her job title because of illness or injury shall be given a leave of absence without pay. Such leave of absence shall be limited to a period of three (3) months, but shall be renewable for a justifiable reason for additional three (3) month periods, not to exceed a total leave of absence of one (1) year. Such leaves of absence are charged concurrently with federal Family & Medical Leave (F&ML).

A more detailed description of employees' rights and obligations under F&ML may be obtained from the Office of Labor Relations.

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

#### **ARTICLE 20 - 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. After accrued Sick time is exhausted, unpaid leave under the federal Family & Medical Leave Act (F&ML) may be available. (For care of the child after the period of disability, New Jersey Family Leave (NJFL) may be available.)

A more detailed description of employees' rights and obligations under NJFL and F&ML may be obtained from the Office of Labor Relations.

#### **ARTICLE 21 - 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 employee's 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 employee's mother-in-law, father-in-law, son-in-law, daughter-in-law.

## **ARTICLE 22 - HEALTH BENEFITS**

All members of the unit who are eligible for health insurance benefits coverage under P.L. 1961, c.49 (NJSA 52:14-17.25 et seq.) shall pay premium or periodic charges therefore on the same basis and to the same extent as established for employees for whom there is no majority representative.

**NOTE:** This provision will become effective when the University determines that premiums or periodic charges will become effective for administrative/professional/ supervisory staff.

Members of the bargaining unit who are eligible for health insurance benefits coverage and who are hired on or after May 12, 2004 shall not be eligible for enrollment in the Traditional Plan.

## **ARTICLE 23 - RETIREMENT AND LIFE INSURANCE BENEFITS<sup>4</sup>**

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 24 - MOTOR VEHICLE REGISTRATION FEE**

The annual motor vehicle registration fee 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 salary for employees earning less than \$25,000. Thereafter, beginning January 1993, for salaries from \$25,000 to \$29,999 the rate shall be 11/100th of one percent (.0011). For salaries from \$30,000 to \$34,999, the rate shall be 12/100th of one percent (.0012). For salaries from \$35,000 to \$39,999 the rate shall be 14/100th of one percent (.0014). For salaries from \$40,000 to \$44,999 the rate shall be 16/100th of one percent (.0016). For salaries from \$45,000 to \$49,999 the rate shall be 18/100th of one percent (.0018).

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<sup>4</sup> For information only.



Thereafter, the rate shall increase 2/100th of one percent (.0002) for each additional \$10,000 of salary or portion thereof, the new rate to be applied to the entire salary.

The fee shall be based on the employee's annual salary at the time of billing.

To the extent permitted by law, effective on January 1, 2000, employees who pay the motor vehicle registration fee for the use of campus parking facilities by way of payroll deduction shall be given the option of paying said fee by way of a pre-tax payroll deduction.

#### **ARTICLE 25 - LABOR-MANAGEMENT CONFERENCES**

A Labor Management Conference is a meeting between the Union and the Office of Labor Relations and may include such other representative of Rutgers as appropriate, to consider matters of general interest and concern other than grievances. Such a meeting may be called by either the Union or the Office of Labor Relations, shall take place at a mutually convenient time and place and may be attended by no more than two (2) Union Representatives employed by Rutgers who shall not lose pay for time spent during their regular working hours at such a meeting. International Representatives may attend such meetings. Agreements reached at Labor Management Conferences will be reduced to writing.

#### **ARTICLE 26 - 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 27 - 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. Uniforms. Rutgers will furnish up to four (4) uniforms per year on an as-needed basis, to be determined by the supervisor. Upon completion of the probationary period, a new employee will be issued four (4) uniforms. If a uniform is furnished it must be worn.

3. Safety shoes will be provided for operating engineers where necessary and on an as-needed basis to be determined by the supervisor. The allowance for safety shoes shall be one hundred dollars (\$100.00) effective with the first purchase after July 1, 2004. Effective with the first

purchase after July 1, 2005, the allowance for safety shoes shall be one hundred ten dollars (\$110.00). Shoes may be purchased from any approved vendor with prior approval of the Department head. A paid receipt will be necessary to receive payment.

4. Effective May 12, 2004, should a temporary employee receive a permanent appointment, that employee's seniority, after the ninety (90) day probationary period, will include the period of continuous service immediately preceding such appointment up to a maximum of nine (9) months.

5. Meal Allowance. Employees who are required to work for more than two (2) consecutive hours beyond their regularly scheduled shift are entitled to one (1) meal allowance in the amount of seven dollars twenty-five cents (\$7.25) effective July 1, 2003; seven dollars fifty cents (\$7.50) effective July 1, 2004; and eight dollars (\$8.00) effective July 1, 2005.

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.

7. Operating Engineer I will receive the range 18 rate of pay during those hours when he/she is responsible for the operation of both boilers and chillers.

8. An employee shall have access to his/her central personnel file to review the official employee records. The request for review of such records shall be made in writing to University Human Resources. The review of records shall be during regular office hours.

Upon a specific written request by an employee, the Union, through a designated steward or Union officer, shall have the right to review that employee's file. Such request for review shall state the reason for the request, shall be scheduled in advance with University Human Resources and shall take place during regular business hours.

9. Grievance records should not be a part of the employee's personnel file. When any such documents are found in the personnel file, they shall be removed.

10. Rutgers will have available foul weather clothing for use by engineers when needed.

11. Clothing Allowance. On July 1, 1993, a one-time Clothing Allowance of fifty dollars (\$50) shall be available to all full-time employees in the unit as of July 1, 1993. Employees who wish to purchase such clothing through a vendor should advise their supervisors prior to July 1, 1993.

## **ARTICLE 28 - JURY DUTY**

Rutgers shall grant time off with full normal pay to those employees who are required to serve on jury duty during such periods as the employee is actually serving.

If an employee whose regular work schedule is an afternoon or night shift is required to serve on jury duty, the employee will be released from his/her scheduled work shift on the date(s) of jury duty.

Employees are required to submit to their supervisors the notification of jury duty upon receiving it and to submit verification of daily attendance upon return to work. The employee must inform the supervisor daily as to whether he/she is required for additional jury duty. After completion of jury duty the employee will notify his/her supervisor and will return to work at the beginning of his/her next scheduled workday.

#### **ARTICLE 29 - 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 affect only the particular provisions which shall be deemed of no force and effect, but it shall not affect the remaining provisions of this Agreement.

**ARTICLE 30 - TERM**

This Agreement shall become effective as of July 1, 2003 and shall continue in effect to June 30, 2007.

Rutgers-The State University

International Union of Operating  
Engineers Local 68-68A

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
Harry M. Agnostak

\_\_\_\_\_  
Vincent J. Giblin, Business Manager

\_\_\_\_\_  
Jeffrey T. Maschi

\_\_\_\_\_  
Thomas P. Giblin, President

\_\_\_\_\_  
Kathryn Bannai

\_\_\_\_\_  
Michael V. Gann, Recording Secretary and Business  
Representative

\_\_\_\_\_  
Bernard V. Del Guidice

\_\_\_\_\_  
James Barber

\_\_\_\_\_  
Kevin H. Holman

\_\_\_\_\_  
Joseph F. Romano, Jr.

\_\_\_\_\_  
James C. Kirchner

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Frank Lisi

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Eugenia Matos-Oliveira

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APPENDIX A  
 RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY  
 THE OFFICE OF THE EXECUTIVE VICE PRESIDENT FOR ADMINISTRATIVE AFFAIRS  
 COMPENSATION SCHEDULE – ANNUAL SALARIES  
 SALARY TABLE - IUOE

**EFFECTIVE JULY 1, 2003**

RANGE	STEP	FISCAL DAYS 262							
		1	2	3	4	5	6	7	8
13	ANNL	30616	31741	32877	34012	35149	36284	37421	38558
	BIWK	1168.55	1211.49	1254.85	1298.17	1341.57	1384.89	1428.29	1471.68
17	ANNL	34909	35982	37932	39442	40953	42463	43976	45490
	BIWK	1332.41	1373.36	1447.79	1505.42	1563.10	1620.73	1678.48	1736.26
18	ANNL	36215	37790	39363	41031	42512	44086	45660	47241
	BIWK	1382.26	1442.37	1502.41	1566.07	1622.60	1682.68	1742.75	1803.10
20	ANNL	38050	39798	41548	43295	45044	46789	48538	50405
	BIWK	1452.30	1519.01	1585.81	1652.49	1719.24	1785.84	1852.60	1923.86

**EFFECTIVE JULY 1, 2004**

RANGE	STEP	FISCAL DAYS 261							
		1	2	3	4	5	6	7	8
13	ANNL	31504	32661	33830	34998	36168	37336	38506	39676
	BIWK	1207.05	1251.38	1296.17	1340.92	1385.75	1430.50	1475.33	1520.16
17	ANNL	35921	37025	39032	40586	42141	43694	45251	46809
	BIWK	1376.29	1418.59	1495.48	1555.02	1614.60	1674.10	1733.76	1793.45
18	ANNL	37265	38886	40505	42221	43745	45364	46984	48611
	BIWK	1427.78	1489.89	1551.92	1617.67	1676.06	1738.09	1800.16	1862.50
20	ANNL	39153	40952	42753	44551	46350	48146	49946	51867
	BIWK	1500.12	1569.05	1638.05	1706.94	1775.87	1844.68	1913.64	1987.25

**EFFECTIVE JULY 1, 2005**

RANGE	STEP	FISCAL DAYS 261							
		1	2	3	4	5	6	7	8
13	ANNL	32134	33314	34507	35698	36891	38083	39276	40470
	BIWK	1231.19	1276.40	1322.11	1367.74	1413.45	1459.12	1504.83	1550.58
17	ANNL	36639	37766	39813	41398	42984	44568	46156	47745
	BIWK	1403.80	1446.98	1525.41	1586.14	1646.90	1707.59	1768.43	1829.32

18	ANNL	38010	39664	41315	43065	44620	46271	47924	49583
	BIWK	1456.33	1519.70	1582.96	1650.00	1709.58	1772.84	1836.17	1899.74
20	ANNL	39936	41771	43608	45442	47277	49109	50945	52904
	BIWK	1530.12	1600.43	1670.81	1741.08	1811.38	1881.58	1951.92	2026.98

APPENDIX A  
RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY  
THE OFFICE OF THE EXECUTIVE VICE PRESIDENT FOR ADMINISTRATIVE AFFAIRS  
COMPENSATION SCHEDULE – ANNUAL SALARIES  
SALARY TABLE - IUOE

EFFECTIVE JANUARY 1, 2006

RANGE	STEP	FISCAL DAYS 261							
		1	2	3	4	5	6	7	8
13	ANNL	32777	33980	35197	36412	37629	38845	40062	41279
	BIWK	1255.83	1301.92	1348.55	1395.10	1441.73	1488.32	1534.95	1581.58
17	ANNL	37372	38521	40609	42226	43844	45459	47079	48700
	BIWK	1431.88	1475.91	1555.91	1617.86	1679.85	1741.73	1803.80	1865.91
18	ANNL	38770	40457	42141	43926	45512	47196	48882	50575
	BIWK	1485.45	1550.08	1614.60	1682.99	1743.76	1808.28	1872.88	1937.74
20	ANNL	40735	42606	44480	46351	48223	50091	51964	53962
	BIWK	1560.73	1632.42	1704.22	1775.91	1847.63	1919.20	1990.96	2067.51

EFFECTIVE JULY 1, 2006

RANGE	STEP	FISCAL DAYS 260								
		1	2	3	4	5	6	7	8	9
13	ANNL	33514	34745	35989	37231	38476	39719	40963	42208	43450
	BIWK	1289.00	1336.35	1384.20	1431.97	1479.85	1527.66	1575.50	1623.39	1671.16
17	ANNL	38213	39388	41523	43176	44830	46482	48138	49796	51450
	BIWK	1469.74	1514.93	1597.04	1660.62	1724.24	1787.77	1851.47	1915.24	1978.85
18	ANNL	39642	41367	43089	44914	46536	48258	49982	51713	53437
	BIWK	1524.70	1591.04	1657.27	1727.47	1789.85	1856.08	1922.39	1988.97	2055.27
20	ANNL	41652	43565	45481	47394	49308	51218	53133	55176	57109
	BIWK	1602.00	1675.58	1749.27	1822.85	1896.47	1969.93	2043.58	2122.16	2196.50

EFFECTIVE JANUARY 1, 2007

RANGE	STEP	FISCAL DAYS 260								
		1	2	3	4	5	6	7	8	9
13	ANNL	34302	35562	36835	38106	39380	40652	41926	43200	44471
	BIWK	1319.31	1367.77	1416.74	1465.62	1514.62	1563.54	1612.54	1661.54	1710.43

17	ANNL	39111	40314	42499	44191	45884	47574	49269	50966	52659
	BIWK	1504.27	1550.54	1634.58	1699.66	1764.77	1829.77	1894.97	1960.24	2025.35
18	ANNL	40574	42339	44102	45969	47630	49392	51157	52928	54693
	BIWK	1560.54	1628.43	1696.24	1768.04	1831.93	1899.70	1967.58	2035.70	2103.58
20	ANNL	42631	44589	46550	48508	50467	52422	54382	56473	58451
	BIWK	1639.66	1714.97	1790.39	1865.70	1941.04	2016.24	2091.62	2172.04	2248.12

## ADDENDUM

The following Side Bar Agreement is included as an addendum, but is not part of the July 1, 2003 to June 30, 2007 Agreement ("Agreement"). It sets forth the parties' agreement that Rutgers will contact Local 68-68A regarding long-term temporary work as described below. Since it does not change any terms and conditions of the existing contract, and does not commit either party to change any term during this contract, or in future contracts, it is not included in, nor does it become a part of the collective negotiations agreement. Rather, it is a separate document by which the parties agree to attempt to meet Rutgers' need for long-term temporary employees. It is binding only for the limited purpose and duration set forth in the side bar.

### **SIDE BAR AGREEMENT BETWEEN RUTGERS AND LOCAL 68-68A FOR MAY 12, 2004 TO JUNE 30, 2007 AGREEMENT REGARDING LONG-TERM TEMPORARY EMPLOYEES.**

1. Rutgers, The State University of New Jersey, and INTERNATIONAL UNION OF OPERATING ENGINEERS – AFL – CIO and its LOCAL UNION STATIONARY LOCALS 68-68A (the "Union") hereby establish certain understandings regarding long-term temporary employees.
2. If Rutgers determines that it has a need for long-term temporary employees in any of the job titles mentioned in Article 2 – Recognition in the Agreement, but not to include those job titles excluded in that Article, Rutgers will contact the Union regarding long-term temporary work.
3. In the event that Rutgers determines that a Union member meets its need for a long-term temporary employee, then Rutgers shall compensate such individual at the rate of pay that is mutually agreeable to Rutgers and the Union.
4. In the event that Rutgers determines that a Union member is not available or is not suitable, Rutgers may exercise its prerogative to hire long-term temporary employees regardless of their Union status.



