

**AGREEMENT**

between

**SETON HALL UNIVERSITY**

and the

**INTERNATIONAL UNION OF OPERATING ENGINEERS**

**LOCAL UNION 68-68A**

**July 1, 2023 - June 30, 2026**

**TABLE OF CONTENTS**

ARTICLE I	RECOGNITION OF THE UNION .....	1
ARTICLE II	UNION SECURITY.....	1
ARTICLE III	SENIORITY.....	2
ARTICLE IV	DISCIPLINE OF EMPLOYEES .....	2
ARTICLE V	BUSINESS AGENT.....	3
ARTICLE VI	SETTLEMENT OF ALL DISPUTES .....	3
ARTICLE VII	WAGES .....	4
ARTICLE VIII	ANNUITY FUND.....	5
ARTICLE IX	WORKWEEK, WORKDAY AND OVERTIME .....	5
ARTICLE X	VACATIONS .....	7
ARTICLE XI	HOLIDAYS .....	8
ARTICLE XII	MISCELLANEOUS .....	9
ARTICLE XIII	NO STRIKE - LOCK OUT.....	10
ARTICLE XIV	FUNERAL LEAVE.....	11
ARTICLE XV	TUITION REMISSION .....	11
ARTICLE XVI	SICK LEAVE .....	11
ARTICLE XVII	CHECKOFF.....	12
ARTICLE XVIII	UNIFORMS .....	13
ARTICLE XIX	MANAGEMENT RIGHTS .....	13
ARTICLE XX	WELFARE FUNDS .....	13
ARTICLE XXI	FUNDS CONTRIBUTION .....	15
ARTICLE XXII	EQUAL OPPORTUNITY .....	16
ARTICLE XXIII	CALL IN PAY .....	16
ARTICLE XXIV	RETIREMENT .....	16
ARTICLE XXV	SUB-CONTRACTING .....	17
ARTICLE XXVI	TERMINATION .....	17
	RATES BY TITLE FISCAL YEAR 2024 .....	19

This Collective Bargaining Agreement is entered into as of July 1, 2023 between LOCAL UNION 68-68A OF THE INTERNATIONAL UNION OF OPERATING ENGINEERS, of 14 Fairfield Place, West Caldwell, New Jersey, affiliated with AFL-CIO, hereinafter called the “Union”, and SETON HALL UNIVERSITY of the Township of South Orange Village, New Jersey, hereinafter called the “Employer”, a non-profit corporation of the State of New Jersey.

**WITNESSETH:**

In consideration of the mutual covenants herein contained and the agreements hereinafter entered into, the Union and the Employer mutually agree as follows:

**ARTICLE I - RECOGNITION OF THE UNION**

Section 1. The Employer recognizes the Union as the exclusive bargaining agent for its regular full-time power plant and facilities department employees in the jobs listed in Schedule “A” attached hereto. All supervisory employees and all other employees of the Employer are specifically excluded from the bargaining unit.

Section 2. The following described work, which shall be deemed the work jurisdiction covered by this Agreement, shall be exclusively performed by employees covered hereunder; heating, ventilation and air-conditioning, operating and in charge of all steam boilers, stationary, marine, portable, hoisting, gas or electrical engines or any machine that may displace the steam or other engine, all packing and adjusting of refrigeration machines and equipment, including power plant auxiliaries. All repairs, adjusting, dismantling, assembling, minor furniture and equipment moves, cleaning and maintenance to keep machines in operation on machines operated by employees covered herein and performed on site of operations shall be performed by employees covered herein under the supervision of the Director of Facilities Engineering or their designee. The work jurisdiction shall also include the maintenance of the grounds and buildings of the Employer, including carpentry, plumbing, painting, electrical, Locksmith, and Refuse Collector/Truck Driver. Coming under the supervision of the Chief Engineer and/or designee; operation of hand fired, pulverized and automatic stokers and oil and gas burners, and firing and cleaning of boilers, oiling and greasing of engines and pumps and freight and passenger elevators and cleaning of engine and boiler rooms and all powerhouse equipment and shall be covered work without regard to amount of pressure or load.

**ARTICLE II - UNION SECURITY**

Section 1. All covered employees, thirty (30) days after employment, or thirty (30) days after the date of this Labor Agreement, or thirty (30) days after the effective date of this Agreement, whichever is the latest, shall as a condition of continued employment, become and remain members in good standing within the Union according to the Union’s uniform and non-discriminatory rules and regulations of membership.

Section 2. Whenever additional employees are required, in the judgment of the Employer, the Employer shall notify the Union of such need. If the Union cannot supply a qualified employee or employees herein outlined, then the Employer shall have the right to hire from the open labor market. The Employer will determine whether or not an applicant is qualified. New employees (either new hires or re-hires) shall be subject to a probationary period of sixty (60) days during which time the employee shall not have the benefits of the conditions of this contract except as to such holidays as may fall within that period. The Employer shall have the option to extend the probationary period of an employee provided the Union is so notified in writing and agrees. Whenever an employee is hired, or re-hired, the Employer shall in a timely manner, in writing, notify the Union of the name and address of such employee.

Section 3. A temporary employee is defined as an employee who is hired to work as an interim replacement for a regular employee or one who is hired for any short-term work period. A temporary employee shall not be entitled to the benefits of, or be subject to the conditions, of this Agreement, except as to holidays. Where a temporary employee is retained continuously for a period of one (1) year, their employment shall be deemed to have become regular as of that 366<sup>th</sup> calendar day and they, from the date of the commencement of their regular employment, will become entitled to sick and vacation time, which shall be retroactive.

### **ARTICLE III - SENIORITY**

Section 1. The principle of job seniority shall prevail in all cases of lay-offs and re-hires, vacations, promotions and demotions, provided the remaining or recalled employees can perform the required work in the judgment of the management.

Section 2. Seniority shall be terminated if an employee quits, is discharged or is laid off for a period of more than six (6) months, or after layoff fails to return within three (3) days of notice to do so, sent to the last address on the Employer's employment records. It is the responsibility of any employee on the active payroll or on the layoff payroll to keep the Employer advised of their current living address.

### **ARTICLE IV - DISCIPLINE OF EMPLOYEES**

Section 1. Employees shall be disciplined or discharged only for just cause. In case of poor performance an oral warning shall be given in the presence of the shop steward and a written record of this disciplinary action will be prepared and maintained by the Department of Facilities Engineering. Such warning shall be served within 10 working days of notification of the incident. Failure to initiate the warning within this time frame relieves the employee of any disciplinary action for the incident unless such an incident shall occur again. Should this warning prove to be ineffective, then the Employer shall give written warning to the employee and a copy to the Union's headquarters. If the employee's performance remains unsatisfactory, the Employer shall have the right to suspend and/or discharge said employee.

The Employer reserves the right to discharge for serious infractions, including but not limited to insubordination, theft and fraud, without progressive discipline subject to the grievance procedure and agrees to notify the Union prior to taking the action.

## **ARTICLE V - BUSINESS AGENT**

Section 1. The duly authorized business agent or officer of the Union shall be permitted to enter onto the Employer's premises during the working hours for the purpose of adjusting complaints or ascertaining whether Union standards are maintained. However, such business agent or officer shall give reasonable notice to the Vice President for Human Resources and the Director of Facilities Engineering of such intent. The business agent will also notify the Director of Facilities Engineering when they arrive on campus.

## **ARTICLE VI - SETTLEMENT OF ALL DISPUTES**

Section 1. First Step. The Union shop steward and the designated Employer representative shall attempt to adjust all disputes between the Employer and the Union within ten (10) working days of the incident. With mutual consent between the Employer and the Union, the time frame during which the dispute must be addressed can be extended.

Section 2. Second Step. In the event the dispute is not settled under the First Step, the Union business agent and the designated Employer representative shall meet and endeavor to adjust the dispute within ten (10) working days from the conclusion of the First Step. With mutual consent between the Employer and the Union, the time frame during which the dispute must be addressed can be extended.

Section 3. Third Step. In the event that neither the First Step nor the Second Step are successful, then either the Employer or the Union may request arbitration within ten (10) working days from the conclusion of the Second Step, provided it entails a question of interpretation, application or enforcement of this agreement. With mutual consent between the Employer and the Union, the time frame during which arbitration must be requested can be extended. The arbitrator shall be designated by the American Arbitration Association in accordance with that Service's rules and procedures. The decision of the arbitrator shall be final and binding, and conducted pursuant to the provisions of the Revised Statutes of the State of New Jersey. The fees of the arbitrator shall be borne by both parties.

If the successive steps of the grievance and arbitration are not utilized within the time frames provided, the grievance shall be considered settled and the settlement shall be binding upon the Union, the University and the employee or employees involved.

Section 4. This Article shall apply to any difference of opinion, controversy, or dispute between the parties hereto relating to any matter of wages, hours or working conditions, or any dispute between the parties involving the interpretation or application of the provisions of this Collective Bargaining Agreement.

**ARTICLE VII - WAGES**

**Increases to Base**

Section 1. In entering into this wage agreement the parties recognize their good faith efforts and their intention to mutually share in the good times and the bad times.

For the fiscal year beginning **July 1, 2023**, the University shall provide the bargaining unit with a wage increase of 2.0% based on the wage rate of June 30, 2023, plus any additional increases or bonuses given to non-union employees, if any.

For the fiscal year beginning **July 1, 2024**, the University shall provide the bargaining unit with a wage increase of 2.0% based on the wage rate of June 30, 2024, plus any additional increases or bonuses given to non-union employees, if any.

For the fiscal year beginning **July 1, 2025**, the University shall provide the bargaining unit with a wage increase of 2.0% based on the wage rate of June 30, 2025, plus any additional increases or bonuses given to non-union employees, if any.

Section 2. Employees requested to work by Facilities Engineering Management in a higher paid classification or position for a period of two (2) or more hours will receive the rate of pay applicable for that classification for all hours worked in such position.

Section 3. The Employer shall utilize the apprentice program to train from within and specifically for the particular trade for which the individual is being employed.

The positions of Groundsperson and Groundsperson/Refuse Collector shall be excluded from the apprentice program.

Apprentice rate shall be sixty percent (60%) per hour of the position's rate of pay and increase by five percent (5%) increments at the completion of each level.

Level One:	First 6 months of employment	60% of the position's rate
Level Two:	Second 6 months of employment	65% of the position's rate
Level Three:	Third 6 months of employment	70% of the position's rate
Level Four:	Fourth 6 months of employment	75% of the position's rate
Level Five:	Fifth 6 months of employment	80% of the position's rate
Level Six:	Sixth 6 months of employment	85% of the position's rate
Level Seven:	Seventh 6 months of employment	90% of the position's rate
Level Eight:	Eighth 6 months of employment	95% of the position's rate

During Level One, the apprentice must attain a minimum of seventy-two (72) hours of attendance in the Local 68 Apprentice Training School before being moved to Level Two. In Level Two, Three, Four, Five, Six, Seven and Eight, the same requirements of seventy-two (72) hours of attendance will prevail, or a total of five hundred and seventy-six (576) hours.

**ARTICLE VIII - ANNUITY FUND**

Section 1. The Employer shall pay to the Engineers' Union Local 68 Annuity Fund, duly established in accordance with law, the following amounts

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Current:	\$0.20 per hour
Effective 7/1/23	\$0.30 per hour
Effective 7/1/24	\$0.40 per hour
Effective 7/1/25	\$0.50 per hour

The above Contribution to the Local 68 Annuity Fund is a result of employees electing to divert wage increases to the Annuity Fund.

Such contributions shall be made for all hours which an employee gets paid, thus including payment for holidays, sick days and paid vacations. Not to exceed a maximum of eight (8) hours a day or forty (40) hours per week.

Effective July 1, 2009, and every July 1 for the term of this agreement the employees will be able to divert money from their wage increase into the Annuity Fund. The Union will notify the University no later than May 1<sup>st</sup>, if the employees have elected to divert to the Annuity Fund, and any such diversions will be memorialized in a letter of Agreement annexed to this Collective Bargaining Agreement.

**ARTICLE IX - WORKWEEK, WORKDAY AND OVERTIME**

Section 1. The normal week for Facilities Engineering employees shall be five (5) consecutive workdays, Monday through Saturday. Working hours for all employees except those at the Law School and the shift engineers are: 7:00 a.m. to 3:30 p.m. either Monday through Friday or Tuesday through Saturday. The pay week for all employees covered hereunder shall be Friday through Thursday midnight. The normal workweek for shift engineers and maintenance engineers in the power plant shall be five (5) workdays in any seven (7) day period.

Section 2. The workday shall consist of eight (8) hours worked within a maximum of nine (9) consecutive hours. Subject to management approval, alternative work schedules may be observed providing there is no adverse impact to operations.

Section 3. Time and one-half shall be paid for all time worked by an employee in excess of eight (8) hours in any one day of their normally scheduled workweek, or in excess of forty (40) hours worked in the employee's workweek. A paid holiday and/or holy day shall be considered a day worked for the purpose of overtime computation.

Whenever possible, the University shall provide prior notice when overtime work is required.

Section 4. If a shift engineer or maintenance engineer is required to work the sixth day of their scheduled workweek, they shall be paid time and one-half the regular hourly rate of pay. If the shift engineer or maintenance engineer is required to work the seventh consecutive day of their scheduled work week, they shall be paid double the regular hourly rate of pay for the hours worked.

Section 5. If a facilities department employee is required to work the sixth day of their scheduled workweek (excluding Sunday) they shall be paid one and one-half time their regular hourly rate of pay, and all work performed on Sunday shall be paid double their regular hourly rate.

Section 6. Any member of the bargaining unit specifically authorized to work overtime shall be guaranteed at least one (1) hour's pay at time and one-half their regular hourly rate. Overtime shall be distributed equally based on seniority.

Section 7. Employees may not be selective regarding overtime work. Should an employee refuse to work overtime without just cause, such employee shall be recorded as having refused the overtime and the next senior employee on the seniority list shall be asked. When necessary, the University's needs for mandatory overtime work will be satisfied by the least senior employee in the classification required, which employee shall not be entitled to decline the overtime assignment.

Section 8. In an emergency, Maintenance employees may be required to switch their regular day hours to night hours. Employees required to switch to night hours will receive time and one-half their regular hourly rate of pay for the hours worked. If the employee stays on to work their regular day shift, they will receive pay for that-day in compliance with the Fair Labor Standards Act (FLSA).

Section 9. At the request of the Union, all employees covered hereunder shall be entitled to a 15-minute coffee break from 9:15 to 9:30 a.m. and no afternoon coffee break. Instead of an afternoon coffee break, employees will combine the 15-minute afternoon coffee break with the 30-minute lunch break and will take a 45-minute lunch break from 12:00 to 12:45 p.m. Employees may not use the coffee break for the purpose of reducing workday hours assigned or extending the lunch break.

Section 10. Wash-up time shall be limited to a maximum of ten (10) minutes before the lunch break (11:50 to 12:00) and ten (10) minutes before quitting time (3:20 to 3:30 p.m.). Employees may not use wash up time for any personal business, including but not limited to retrieving a personal vehicle.

Section 11. The Employer may rotate shifts if it desires. If the Employer rotates a shift, the shift worker shall rotate weekly or monthly.

Section 12. There will be no pyramiding of any premium rates.



## **ARTICLE X - VACATIONS**

Section 1. Employees shall be granted vacations, with pay, based upon their continuous length of service from the first day of the month following the month in which they are employed unless they are employed on the first day of a month. The working month is hereby defined as the first day of the month, to and including the last day of the month. The vacation shall be granted in accordance with the following schedule:

- A. An annual vacation allowance is granted to full-time employees on the basis of one day for every calendar month of service, beginning with the first of the month following the month in which the employee is hired, unless the employee is hired on the first day of a particular month in which event the vacation credits will be established as of that day. In any event, the vacation allowance is based on one day for every full calendar month of service, or a total of twelve (12) working days for each full year's continuous service.
- B. In the event an employee has more than five (5) years of service, the vacation schedule shall consist of one and one-half (1 1/2) days for each calendar month of the year, or a total of eighteen (18) working days allowed yearly for a full year's continuous service.
- C. Employees with ten (10) full years of service will receive a vacation allowance of one and two-thirds (1-2/3) days for every full calendar month of service or a total of twenty (20) working days allowed for a full year's continuous service.
- D. Employees with twenty (20) full years of service will receive a vacation allowance of two (2) days for every full calendar month of service or a total of twenty-four (24) working days allowed for a full year's continuous service.

Section 2. An employee may accumulate annual vacation from one year to the next, up to a maximum of two years' allotment.

Section 3. Vacations must be scheduled reasonably in advance with the consent of the Employer, and will be taken at a time convenient to the department in which the employee works.

Section 4. If an Employer holiday falls within an approved vacation period, the employee will be granted an additional day of vacation benefits to compensate for the holiday. If an employee becomes ill during a vacation period, the period of illness may be charged to the employee's allotment of sick days. Such illness must be certified by a medical doctor upon the day of the employee's return to work.

Section 5. When an employee quits, providing they give a reasonable notice of not less than two (2) weeks, they shall receive a pro-rata vacation.

**ARTICLE XI - HOLIDAYS**

Section 1. The total number of all paid holidays/holy days shall be no less than fourteen (14) days.

Section 2. a) All employees shall receive the following holidays/holy days with pay:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
*Presidents' Day	Thanksgiving Day
Holy Thursday	Day after Thanksgiving
Good Friday	Christmas Eve
Memorial Day	Christmas Day
Juneteenth	New Year's Eve

\* In lieu of the Presidents' Day holiday, the University shall substitute another paid day off each year. The day will be designated each year when the annual holiday schedule is announced.

b) All employees shall be off with pay on Presidential Election Day.

c) All employees shall be provided with three (3) floating holidays. Newly hired employees will be provided with three (3) floating holidays on a prorated basis. Such floating holidays may be taken at the employee's discretion with reasonable advance notice and prior approval from their immediate supervisor.

d) All floating holidays must be used each fiscal year and may not be carried over to the next fiscal year.

e) Employees will not receive compensation in lieu of a floating holiday and will not be compensated for unused floating holidays upon resignation, termination, death or retirement.

Section 3. It is recognized by the Employer and the Union that the needs of the academic year and conditions of emergent nature may require a shifting of holidays/holy days as commonly understood. Holiday/holy day time off is granted on the actual day whenever feasible. In all other circumstances another day may be given in lieu of the holiday/holy day. Such substitution shall be within one (1) week before or after the actual day whenever feasible.

Section 4. All work performed on a scheduled holiday/holy day shall be compensated at one and one-half (1 1/2) times the regular rate of pay, in addition to holiday/holy day pay.

Section 5. In order to be entitled to holiday/holy day pay, an employee must have worked the day preceding and the day subsequent to the holiday/holy day unless such absence shall have been previously authorized or subsequently approved by the Director of Facilities Engineering or was for a death in the immediate family of the employee. In cases of illness, the employee must submit a doctor's note in order to receive holiday/holy day pay.

Section 6. When the University offices are closed because of weather or other emergencies Facilities employees are required to call the Facilities Engineering (telephone number 973-761-9454) for work instructions. The Director of Facilities Engineering shall determine the number of Facilities Engineering employees needed to work that day, from each group, and so inform the employees as they call in. Employees required to work shall receive their regular pay for that day, plus time and one-half (1 1/2) for the hours worked.

For the purpose of this section all University offices will be deemed closed only upon specific communication to the employee by their supervisor and/or designee. Employees who do not report to work while University Offices are open shall automatically be charged vacation time, if available, or docked in pay.

## **ARTICLE XII - MISCELLANEOUS**

Section 1. The Employer agrees to hold a position open for up to one (1) year for any employee in the unit who is disabled because of illness. This shall be 365 calendar days from the initial date of their absence by reason of illness. Such illness shall be certified by a medical doctor.

Should any employee be medically certified to return to work before the one (1) year period expires, they shall under normal circumstances receive their former position. This period of recall shall not exceed one year. However, before they can receive their former position, they shall be required to undergo a physical examination (at no cost to the employee) by a physician of the Employer's choosing to determine whether or not they are physically and mentally capable of performing the work which they performed theretofore. If they pass the medical examination, then they shall be restored to their former position. If, however, they do not, the Employer reserves the right to decline to re-employ this employee or in the alternative, if there is any other lighter work available, offer to such employee that work and if that employee declines to accept the lesser job, or the different job, then the relationship between the employee and the Employer shall terminate and there shall be no further benefits under this Agreement for such employee. During such illness, however, the Union shall furnish a qualified substitute. The Employer will determine whether or not a substitute is qualified.

Section 2. Employees shall be required, when they intend to leave their employment, to give at least two (2) weeks notice of such intention. If, however, a qualified substitute is furnished by the Union, or if the Union is unable to furnish such substitute and a qualified employee can be obtained from the open labor market by the Employer, then the two weeks' written notice of intention shall not be required and such employee may then leave their position at such time as the substitute is furnished or the new employee is found.

Section 3. The Employer shall give all employees two (2) weeks' notice of layoff provided that such notice is not required if the layoff is caused by fire, flood, power failure, student disputes, student boycotts, student picket lines, student interruption with the operations of the Employer, or any other person's interruption with the operation of the Employer, acts of God, labor dispute, or conditions beyond the Employer's control.

Section 4. Proper sanitary facilities and individual lockers for the clothing of employees shall be furnished by the employer. Proper transportation shall be provided for employees in performing their tasks.

Section 5. All shift engineers and maintenance engineers shall be in possession of a New Jersey Engineer's License. All employees who come into routine contact with refrigerants are required to possess a universal certificate attesting to their knowledge in moving, charging, replacing, recycling, or recovering chlorofluorocarbons (CFC) and hydrochlorofluorocarbons (HCFC). This is a federal requirement in accordance with 40 CFR Part 82, subpart F. Under no conditions may any engineer leave their position until they are properly relieved by a comparable licensed engineer.

Section 6. Employees charged with the operation of a watch and the performance of allied maintenance duties, shall only do minor repairs except in the case of an emergency. The emergency shall be determined by the Director of Facilities Engineering.

Section 7. Under the direction of the Director of Facilities Engineering, the Lead Person in each trade shall be responsible for distribution of work orders, assignment of work, laying out the job, tools and supplies.

Section 8. The Shop Steward(s) will inform the Director of Facilities Engineering when they leave their post to investigate and/or respond to a grievance.

Section 9. All new and/or open positions shall be posted and applications will be received from Seton Hall University unit members for the first five (5) business days.

If an adequate number of qualified candidates is not identified within those five (5) business days, the position(s) will then be posted on the Local 68-68A electronic job board.

If an adequate number of qualified candidates is not identified within those five (5) business days after being posted on the Local 68-68A electronic job board, then the position(s) will be posted on the Seton Hall University electronic job board to receive all internal and external applications.

Section 10. When the University offers summer hours to its employees, unit members will be eligible to participate based upon operational needs, as determined by the University.

### **ARTICLE XIII - NO STRIKE - LOCKOUT**

Section 1. It is specifically agreed by the Union that there shall be no strike, slowdown, picketing, willful absence from work, boycotts, participation in any demonstrations affecting the Employer, property or personnel or academic standing or any other interference with the operations of the Employer. The Employer agrees that it will not lock out any employee covered under the terms of this Agreement. Violation of this Article shall be cause for immediate discharge of the employee.

Section 2. If any employee, or group of employees violates the provisions of this Article, the Union, through its officers, shall promptly notify such employee, or employees, and the Employer, in writing, of its disapproval of such interference with the operations of the Employer and shall take steps including, but not limited to, appearance at the site of such interferences to effect a prompt discontinuance thereof.

## **ARTICLE XIV - FUNERAL LEAVE**

Section 1. An employee shall be entitled to be absent from work with pay for a period of three (3) work days prior to and including the day of burial in the event of death in the immediate family.

The immediate family shall be defined for this purpose as: husband or wife, children, mother, father, step-mother, step-father, mother-in-law, father-in-law, brother or sister of the staff member, or any relative residing in the same household.

## **ARTICLE XV - TUITION REMISSION**

Section 1. The Employer shall provide tuition remission to full-time regular employees and their eligible dependents in accordance with prevailing University policy. All amendments, with the exception of section 2 of this article, to the tuition remission policy that occur during the life of this contract, excluding any provision to reduce or eliminate the benefit, will apply as long as the amendments and/or revisions apply to all eligible University employees and is agreed to in writing by both parties.

Section 2. The Employer reserves the right to make any amendments to the tuition remission policy regarding doctoral and/or Education specialist programs without agreement from the Union as long as the changes to the policy are for all eligible University employees.

## **ARTICLE XVI - SICK LEAVE**

Section 1. Full-time employees shall earn paid sick leave at the rate of one (1) day for each full calendar month of service, not to exceed twelve (12) days per year.

Sick leave shall be cumulative each fiscal year up to a maximum of forty (40) days. The fiscal year shall be from July 1 to June 30th. Employees who have a minimum of 160 hours sick time accrued can, at their option, buy back sick time at the rate of 50% of the balance in excess of 160 hours, i.e. 200 hours balance - 160 mandatory minimum balance = 40 hours @ 50% = 20 hours buy back. New balance = 160 hours.

Upon retirement at the normal retirement age of 65 or as defined by the Social Security Administration for full benefits, payment shall be made for accumulated sick time not to exceed thirty (30) days for full-time employees, prorated for part-time employees.

Section 2. In cases of absence due to illness, the Employer may require the employee to submit a physician's note attesting to the illness, upon return to duty. If requested, it is the obligation of the employee to present the doctor's note within twenty-four (24) hours of request.

Section 3. Unused sick leave will be forfeited upon termination of employment for any reason, except for retirement as stated in Section 1 of this Article.

Section 4. Sicknesses occurring during a regularly scheduled holiday shall be paid as a holiday and not as a sick day. If illness prevails beyond a regularly scheduled holiday, sick benefits will apply to the extent earned.

Section 5. If an absence has not been scheduled in advance the employee must notify their department before 8:00 a.m. If an employee does not report their absence for two (2) days such employee shall be considered terminated unless the employee is prevented from doing so by reason of extreme emergency.

Section 6. In the event an employee does not report to work by reason of alleged illness for three or more days, an employee must submit a doctor's certificate certifying to the cause of the illness and the period of absence from employment. If a doctor's certificate is not submitted, the employee will be docked for the days absent, or they may take them as vacation.

## **ARTICLE XVII - CHECKOFF**

Section 1. The Employer agrees to deduct the regular Union monthly dues and an initiation fee from the wages of employees who have completed the probationary period provided, however, that each individual employee submits the necessary authorization in accordance with the requirements of the Labor Management Relations Act.

Such deductions are to be made every bi-weekly paycheck and forwarded to the Union by the twelfth day of the following month.

The Union hereby agrees to indemnify Seton Hall University and hold it harmless from all claims, damages, costs, fees or charges of any kind which may arise out of honoring by Seton Hall of initiation fees and/or dues deduction authorizations in accordance with the provisions of the Article, and the transmitting of such deducted fees and dues to the Union.

Section 2. The University agrees to deduct from each employee the sum of One Dollar (\$1.00) per week (or \$52.00 per year) and to forward that amount to the Engineers Political Action Committee provided that such employee has first filed with the University an individual voluntary written authorization to make such deduction. This authorization is voluntarily made and revocable on the specific understanding that the signing of this authorization and the making of payments to the Engineers Political Action Committee are not conditions of membership in the Union or of employment with the University, and the Engineers Political Action Committee will use the money it receives to make political contributions and expenditures in connection with Federal, State and local elections.

Section 3. The Employer will remit to the Union all deducted dues monies no later than the 15<sup>th</sup> of the month following the month for which dues were deducted. If dues remittances have not been received by the Union in full within 30 days from the 15<sup>th</sup> of the month following the month for which the dues were deducted, then following written notice and an additional ten (10) day opportunity to cure (or no less than 55 calendar days after the dues were originally required to be remitted), 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 Employer did not remit deducted dues payments to the Union within the timeframes set forth above, the Arbitrator shall award interest, a minimum of Prime Rate plus 1% of the delinquent amount to the Award as liquidated damages, and shall hold the Employer liable for the full cost of the Arbitration, including the Union's attorney fees. Should the Arbitrator find that the Employer was not delinquent in transmitting deducted dues to the Union within the timeframes set forth above, then the Union will be held liable for the full cost of the Arbitration, including the Employer's attorney fees.

## **ARTICLE XVIII - UNIFORMS**

Section 1. Uniforms shall be selected, furnished, and maintained by the Employer. Foul weather gear shall also be supplied by the Employer for facilities employees. The selection and purchase shall be the prerogative of the Employer.

Section 2. All employees shall be required to wear uniforms at all times during working hours. Employees must wear footwear that is appropriate to their position; however, sandals, sneakers and open-toed shoes are not permitted. When there is a University-wide policy in place, the Union agrees that all employees will be required to wear their University identification (ID) card so as to be visibly displayed at all times.

## **ARTICLE XIX - MANAGEMENT RIGHTS**

Section 1. The Management of the Employer's operations, including Plant, and the direction of the working forces, maintenance of the academic schedules insofar as they affect employees, as well as the right to hire, suspend or discharge for cause, except as expressly limited by this Agreement, and the right to transfer or layoff due to lack of work, and in general all other functions of Management, unless expressly limited by this Agreement, are reserved to and are vested exclusively in the Employer.

## **ARTICLE XX - WELFARE FUNDS**

Section 1. The University's contribution to the Welfare Plan may increase in each year of the contract on or after September 1<sup>st</sup> by the amounts listed below. These increases are contingent upon the University receiving appropriate documentation to substantiate the requested increase to the Welfare Fund.

Effective September 1, 2023, Employer's Contribution \$9.75, Employees' Contribution \$3.50, total \$13.25 per hour.

Effective September 1, 2024, Employer's Contribution \$10.00, Employees' Contribution \$3.75, total \$13.75 per hour

Effective September 1, 2025, Employer's Contribution \$10.25, Employees' Contribution \$4.00, total \$14.25 per hour.

The above "Employee Contribution" is a result of employees electing to divert wage increases to the Welfare Fund.

Section 2. Employees will be covered for Welfare Group Benefits in accordance with the rules and regulations of the Trustees of Local 68-68A Engineers' Union Welfare Fund. The Employer agrees to become a party to the Agreement and Declaration of Trust and amendment and addenda, if any, where under the aforesaid fund is operating. It agrees it is bound thereby as if fully set forth at length herein and made a part hereof. The Union agrees that it will provide the Employer with copies of all such documents, amendments and addenda, rules and regulations and any changes made in conjunction with either the Trust Indenture, as it may exist, or the Rules and Regulations.

Section 3. The Employer, during the term of this agreement, shall contribute to the Local 68 Engineer's Union Education, the sum of eight (\$8.00) dollars per week, per person, not to exceed a maximum of eight (8) hours per day or forty (40) hours per week. Such contribution shall be made for hours which an employee gets paid, thus including payment for holidays and paid vacations. Effective September 1, 2014, the employee will contribute .05/per hour, (\$2.00 per week), not to exceed a maximum of eight (8) hours per day or forty (4) hours per week.

#### Section 4. –Apprenticeship Training

For any new employee, the apprentice training must be completed within five (5) years from start of employment.

To help defray the cost of apprenticeship training and additional skill improvement programs and training for Engineers of Local 68, A.F.L.-C.I.O. and to fully seek the benefit of the Employers contribution to the Engineers Union Education Fund, it is the joint policy of the Union and Employer to promote from within the University whenever possible.

To achieve this, all employees are required to complete the apprentice training and any additional skill improvement programs and training required or requested by the Employer and sponsored by the Local Engineers Union Education Fund. For any new employee, the apprentice training must be completed within 5 years from start of employment. For current employees, enrollment in and/or graduation from the apprenticeship program will be a requirement for advancement within the University when the opportunity arises. The Union also agrees to make its Education Program available to provide additional or continual training of an individual, in the particular trade in which the employee is working, will be working or would like to be working, at the Employer's request and with the Employers approval. Failure to complete these programs shall subject an employee to appropriate disciplinary action (agreed to by the Employer and the Union).

The hours for onsite training will count towards the total hours for the Local 68 Apprentice Program for employees who are enrolled in the Local 68 Apprentice Program.

#### Section 5. Retirement Plan

The Employer shall provide retirement benefits under the TIAA/CREF Retirement Plan, pursuant to the rules and regulations of said plan. After satisfying the eligibility requirements, in accordance with the requirements of the TIAA/CREF Retirement Plan, Employees must contribute four percent (4%) of their annual base salary and Employer will contribute eight percent (8%) of employee's base salary.



Section 6. Special Assistance Welfare Program

The Employer, during the term of this agreement will continue to contribute to the Local 68's Special Assistance Welfare Program the sum of two (\$2.00) dollars per week, per person, not to exceed a maximum of eight (8) hours per day or forty (40) hours per week. Such contribution shall be made for hours which an employee gets paid, thus including payment for holidays and paid vacations.

Section 7. Parking Subsidy

The University will increase the subsidize parking for employees of the Law School as follows

<b>Annual Base Salary</b>	<b>Employee Cost</b>	<b>SHLS Subsidy</b>
Less than \$40,000	30%	70%
\$40,000-\$50,000	35%	65%
\$50,001-\$60,000	40%	60%
\$60,001-\$70,000	45%	55%
\$70,001 & Over	50%	50%

Section 8. Cell Phones

If and when it becomes necessary, based on IRS regulations, the University will discuss with the union how it will implement the IRS regulations regarding personal use of University provided cell phones

Section 9. Life and AD&D Insurance

Effective, January 1, 2014, Seton Hall University will provide all regular full time bargaining unit members with Life Insurance and Accidental, Death and Dismemberment (AD&D) insurance in the amount of \$25,000 per member.

**ARTICLE XXI - FUNDS CONTRIBUTION**

Section 1. The Employer will remit Welfare, Annuity and Education contributions to the Funds Office by the 15<sup>th</sup> of the month following the month for which the contributions are owed. If payments have not been received in full by the Funds Office within 30 days from the 15<sup>th</sup> of the month following the month for which contributions are owed, then following written notice and an additional ten (10) days to cure (or no less than 55 calendar days after the funds were originally due to be remitted), 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 Employer did not remit the funds contributions to the Union within the timeframes set forth above, the Arbitrator shall award interest, a minimum of Prime Rate plus 1% of the delinquent amount to the Award as liquidated damages, and shall hold the Employer liable for the full cost of the Arbitration, including the Union's attorney fees. Should the Arbitrator find that the Employer was not delinquent in remitting funds contributions within the timeframes set forth above, then the Union will be held liable for the full cost of the Arbitration, including the Employer's attorney fees.

## **ARTICLE XXII - EQUAL OPPORTUNITY**

Section 1. The Union shall observe the prevailing University's Equal Employment Opportunity Statement. In the event the University revises the EEO Statement during the term of this Agreement, it shall distribute the revised EEO Statement to the union and its members.

## **ARTICLE XXIII - CALL IN PAY**

Section 1. In the event an employee is called in to work on other than their regular day's work, they shall be paid a minimum of four (4) hours at time and one-half (1 1/2) their regular hourly rate of pay. If an employee is called in on Sunday or a holiday they shall be paid a minimum of four (4) hours at double-time their regular hourly rate of pay. If the time required to take care of the emergency is less than four (4) hours, the Employer reserves the right to utilize the individual for the full four (4) hours.

Call in pay will be applied only when there is less than ten (10) hours of notice provided by the University.

Section 2. Chief Engineers and Lead personnel who accept responsibility for being "On-Call" for off hour emergency calls on their Seton Hall University issued cell phones will receive an extra \$1.00 per hour added to their base pay. If for any reason they no longer assume the "On-Call" role, the \$1.00 per hour increase will be removed from their base pay. The University in consultation with Local 68 will determine how many personnel will be designated as "On-Call".

## **ARTICLE XXIV - RETIREMENT**

Section 1. The normal retirement date will be the first of the month following the employee's 65th birthday or that age as defined by the Social Security Administration for full benefits. Contributions to the pension plan shall continue beyond age 65 if an employee continues to work beyond the normal retirement date.

## **ARTICLE XXV - SUB CONTRACTING**

Section 1. It is specifically understood by the Union and the Employer that no provision of this Agreement shall in any way restrict, confine or deny the right of the Employer to sub-contract any work, project or function provided it is not the intent to reduce the number of bargaining unit employees covered by this Agreement or the hours of work of such work is performed.

Section 2. The Employer shall not employ sub-contractors on any job that can be realistically and satisfactorily performed in-house without previous discussion with the Union.

Section 3. In cases of dire emergency, the Employer shall be free to sub-contract in order to take care of the immediate emergency.

Section 4. Two Local 68 positions will be assigned to the Law School performing miscellaneous duties. A third Local 68 position will be primarily assigned to the Law School and may alternate between the South Orange and Law School campuses as needed and determined by the University with notification to the Shop Stewards. The Union agrees to permit the Employer to sub-contract for maintenance and repair at the Law School in Newark, beyond the scope of these three positions.

## **ARTICLE XXVI - TERMINATION**

Section 1. This agreement shall expire midnight, June 30, 2026. At least sixty (60) days prior to termination date, if either party desires to terminate or modify this Agreement, it shall serve upon the other by certified mail, its notice of intention to do so, together with any items it seeks to negotiate involving wages, working conditions and fringe benefits. The parties shall make a reasonable effort to meet thereafter to commence negotiations.

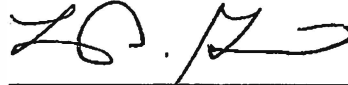
IN WITNESS THEREOF, the parties hereto have set their hands and seals as the day and year first above written.

**SETON HALL UNIVERSITY**

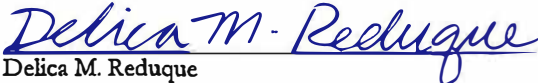
**LOCAL UNION 68-68A OF THE  
INTERNATIONAL UNION  
OF OPERATING ENGINEERS**




Michael Silvestro  
Associate Vice President for Human Resources



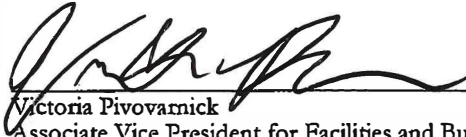
Thomas P. Giblin  
Business Manager



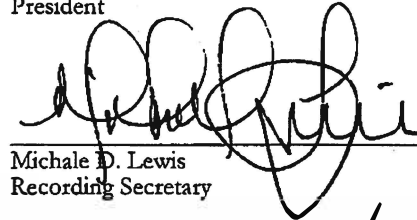
Delica M. Reduque  
Manager for Employee and Labor Relations



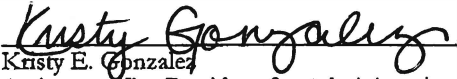
Michale B. McGlynn  
President



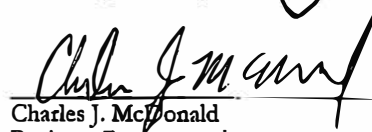
Victoria Pivovarnick  
Associate Vice President for Facilities and Business Affairs



Michale D. Lewis  
Recording Secretary



Kristy E. Gonzalez  
Assistance Vice President for Administration



Charles J. McDonald  
Business Representative



Joy Hayward  
Director for HRIS



Terri Demarest  
Director of Compensation and Benefits



Leon C. Vandemeulebroeke  
Director of Facilities Engineering

## LOCAL 68 RATES BY TITLE - FISCAL YEAR 2023-2024

Job Title	FY '23-'24 Hourly Rate	FY '23-'24 Bi-Weekly Rate	FY '23-'24 Annual Rate
Carpenter	\$39.78	\$3182.40	\$82,742.40
Chief Engineer	\$47.59	\$3,807.20	\$98,987.20
Assistant Chief Engineer	\$46.26	\$3,700.80	\$96,220.80
Electrician	\$39.78	\$3182.40	\$82,742.40
Electrician (Licensed)	\$44.38	\$3,550.40	\$92,310.40
Energy Engineer	\$44.38	\$3,550.40	\$92,310.40
General Maint Mech	\$40.96	\$3,276.80	\$85,196.80
Grounds Foreman	\$42.28	\$3,382.40	\$87,942.40
Groundsperson	\$38.60	\$3,088.00	\$80,288.00
Groundsperson/Mechanic	\$39.78	\$3,182.40	\$82,742.40
Lead Carpenter	\$40.96	\$3,276.80	\$85,196.80
Lead Electrician	\$40.96	\$3,276.80	\$85,196.80
Lead Electrician (Licensed)	\$45.56	\$3,644.80	\$94,764.80
Lead Gen Maint Mech.	\$42.16	\$3,372.80	\$87,692.80
Lead Groundsperson	\$39.78	\$3,182.40	\$82,742.40
Lead Locksmith	\$40.96	\$3,276.80	\$85,196.80
Lead Painter	\$40.96	\$3,276.80	\$85,196.80
Lead Plumber	\$40.96	\$3,276.80	\$85,196.80
Lead Plumber (Licensed)	\$45.56	\$3,644.80	\$94,764.80
Lead Shift Engineer	\$40.96	\$3,276.80	\$85,196.80
Leadperson HVAC	\$45.56	\$3,644.80	\$94,764.80
Locksmith	\$39.78	\$3,182.40	\$82,742.40
Maint. Engineer	\$42.28	\$3,382.40	\$87,942.40
Painter	\$39.78	\$3,182.40	\$82,742.40
Painter / Mason	\$40.96	\$3,276.80	\$85,196.80
Plumber	\$39.78	\$3,182.40	\$82,742.40
Plumber (Licensed)	\$44.38	\$3,550.40	\$92,310.40
Refrigerator Mech. Eng	\$44.38	\$3,550.40	\$92,310.40
Refuse Collector / Driver	\$39.78	\$3,182.40	\$82,742.40
Shift Engineer	\$39.78	\$3,182.40	\$82,742.40
Supervisor, Law School	\$43.12	\$3,449.60	\$89,689.60
Utility Engineer	\$38.86	\$3,108.80	\$80,828.80
Refuse Collector/Groundsperson	* \$38.60	\$3,088.00	\$80,288.00

*\*Note: Position of refuse collector/ driver being replaced by refuse collector/ groundsperson*