

**Memorandum of Agreement between the International Union of Operating
Engineers Local 68 and Rutgers, The State University of New Jersey**

Agreement made this 21st day of August 2024 by and between the International Union of Operating Engineers Local 68 ("Local 68") and Rutgers, The State University of New Jersey ("Rutgers"):

WHEREAS, Local 68 and Rutgers are parties to a collective negotiation agreements covering the period July 1, 2018 through June 30, 2022 ("CNA"); and

WHEREAS, the parties have engaged in good faith collective negotiations in an effort to reach agreement or otherwise resolve terms and conditions for a new labor contract; and

WHEREAS, the parties have reached agreement on terms and conditions for a new labor contract subject to ratification by the Local 68 membership and approval by Rutgers; and

WHEREAS, the negotiating committees for the Local 68 and Rutgers unanimously agree to recommend this agreement for ratification and approval:

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein set forth the parties agree as follows:

1. Except as herein modified, the terms and conditions set forth in the CNA that expired on June 30, 2022 shall remain in full force and effect.
2. **Term:** July 1, 2022 through June 30, 2028.
3. **Wages:**
 - a. Effective and retroactive to July 1, 2022 - 4.0% across the board. To be eligible for this payment, members of the unit must be on the University payroll in IUOE Local 68 negotiations unit position on June 30, 2022 and

continue to be on the payroll in a IUOE Local 68 unit position on the payment date of the increase.

- b. Effective and retroactive to July 1, 2023 – 3.75% across the board. To be eligible for this payment, members of the unit must be on the University payroll in IUOE Local 68 negotiations unit position on June 30, 2023 and continue to be on the payroll in a IUOE Local 68 unit position on the payment date of the increase.
- c. Effective July 1, 2024 – 3.5% across the board. To be eligible for this payment, members of the unit must be on the University payroll in IUOE Local 68 negotiations unit position on June 30, 2024 and continue to be on the payroll in a IUOE Local 68 unit position on the payment date of the increase.
- d. Effective July 1, 2025 – 3.5% across the board. To be eligible for this payment, members of the unit must be on the University payroll in IUOE Local 68 negotiations unit position on June 30, 2025 and continue to be on the payroll in a IUOE Local 68 unit position on the payment date of the increase.
- e. Effective July 1, 2026 – 3.0% across the board. To be eligible for this payment, members of the unit must be on the University payroll in IUOE Local 68 negotiations unit position on June 30, 2026 and continue to be on the payroll in a IUOE Local 68 unit position on the payment date of the increase.
- f. Effective July 1, 2027 – 3.0% across the board. To be eligible for this payment, members of the unit must be on the University payroll in IUOE Local 68 negotiations unit position on June 30, 2027 and continue to be on the payroll in a IUOE Local 68 unit position on the payment date of the increase.
- g. The foregoing salary adjustments are 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.

4. **Holidays (Article 12):** All Full Time staff members will be entitled annually to **nine (9)** holidays. Part Time staff members will have the holiday time pro-rated based on the number of hours he/she was hired to work per pay period. The **nine (9)** holidays are:

New Year's Day
Memorial Day
Independence Day
Day after Thanksgiving

Martin Luther King's Birthday
Juneteenth (to be observed annually on the third Friday of June)
Labor Day
Thanksgiving Day
Christmas

Employees who wish to observe religious or cultural holidays, or Veterans' Day, may do so by charging such absence to their yearly vacation or personal holiday allowance, or to administrative leave in accordance with those leave provisions and such requests shall not be unreasonably denied.

5. **Bereavement Leave (Article 18 (B) replace with the following:**

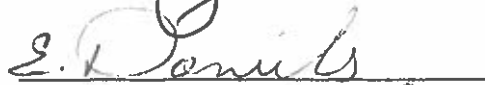
An employee who is absent from work due to death in the immediate family (mother father, spouse, domestic partner, partner in a civil union, step mother, step father, child, step child, ward, foster child, foster mother, foster father, sister, brother, grandmother, great grandmother, grandfather, great grandfather grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, **brother-in-law, sister-in-law, aunt or uncle**) any relative of the employee residing in the employee's household, child of a partner in a civil union, child of a domestic partner, parent of a partner in a civil union, parent of a domestic partner, step sister, or step brother) may charge up to three (3) days for such absence to attend the funeral or for mourning. Such time must be **initiatedutilized** within **seven (7)one hundred and twenty (120)** calendar days from notice of the date of death, **but requests for an extension to utilize bereavement leave due to a public health emergency that delays funeral or memorial observance, or for religious, cultural or travel reasons shall not be unreasonably denied. A department may require verification.** If such notification exceeds the date of death by more than seven (7) days, a department **may require verification of notification.** 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 bereavement leave. If an employee requests to use available vacation time to extend the bereavement leave it will not be unreasonably denied.

In cases where the death of **brother-in-law, sister-in-law, aunt or uncle**, niece or nephew occurs, up to one (1) calendar day off with pay will be granted to attend the funeral services provided sick pay or other paid leave is accumulated to the credit of the staff member, and is so charged. Regular part time staff will receive pro-rated bereavement leave benefits.

6. Article 12 – When required or mandated to work an assigned shift on a holiday, bargain unit members shall be paid at the holiday pay rate for all hours worked.
7. Inclement Weather Article (New): If a Local 68 bargaining unit member is designated essential and required to work when the University Campus is declared closed because of weather or other emergencies, the unit member shall be compensated pursuant to University policy 60.1.29.
8. The parties agree to include the terms of this Memorandum of Agreement into the successor collective negotiations agreement.
7. This Memorandum of Agreement represents the entire agreement of the parties in connection with their negotiations. Any and all proposals and counter-proposals not contained herein are deemed withdrawn, void and without further effect. No other agreement, whether written or oral, between the parties shall be enforceable unless mutually agreed upon.
8. This Agreement is subject to ratification by the members of Local 68 negotiations unit employed by Rutgers.

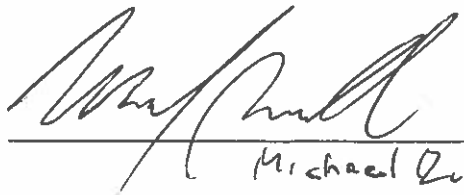
FOR IUOE LOCAL 68


FOR RUTGERS UNIVERSITY






Michael Russell


Lamar Duncan

