

This AGREEMENT made this 10<sup>th</sup> day of August, 2011, the date of ratification, by and between THE TRUSTEES OF PRINCETON UNIVERSITY, Princeton, New Jersey (hereinafter called the "University") and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 68 Affiliated with the AFL-CIO, 11 Fairfield Place, West Caldwell, New Jersey 07006 (hereinafter called the "Union").

## **ARTICLE I RECOGNITION**

The University recognizes the Union as the exclusive collective bargaining agent for all employees in the collective bargaining unit with respect to wages, hours and other conditions of employment.

## **ARTICLE II THE COLECTIVE BARGAINING UNIT**

The collective bargaining unit shall include the employees classified as Lead Utility Plant Engineer, Senior Shift Operator, Relief Senior Shift Operator, Instrument and Control Technician, Assistant Instrument and Control Technician, Utility Plant Engineer and Apprentice Engineer.

All references to employees in this Agreement shall be understood to designate both sexes. Wherever the male gender is used, it is understood to include both male and female employees.

## **ARTICLE III UNION SECURITY**

Section 1. As a condition of employment or continued employment, all employees covered by this Agreement shall, on and after the 31st calendar day following the date of their employment, become and remain members in good standing in the Union during the term of this Agreement.

Section 2. Employees who do not become or remain members in good standing in the Union for failure to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership will be subject to discharge by the University upon the expiration of seven (7) days after receipt by the University or written notice to that effect from a properly authorized official of the Union.

Section 3. Whenever the University requires a new employee or desires to fill vacancies, it shall notify the Union of such need.

## **ARTICLE IV CHECKOFF**

The University agrees that for each employee covered by this Agreement, who has filed with the University written authorization signed by the employee, it will deduct from such employee's pay Union dues and initiation fees as provided in such written authorization. The written authorization signed by the employee shall be irrevocable for a period of one year from the date thereof or until the expiration of this Agreement, whichever occurs sooner. Unless written notice of revocation is received by the University within twenty (20) days prior to the anniversary date of the execution of the written authorization or the expiration date of the Agreement, as the case may be, the written authorization shall automatically renew itself for successive periods of one year or for the period of each successive applicable collective bargaining agreements, whichever shall be shorter, with the same privilege of revocation within twenty (20) days prior to the expiration of the successive anniversary dates of the written authorization or expiration dates of applicable collective bargaining agreements, whichever occurs sooner.

The University 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 15th of the month following the month for which dues were deducted, the Union may file a grievance at the third step. Notwithstanding anything in this Agreement to the contrary, if the Arbitrator finds that the University was delinquent in transmitting deducted dues payments to the Union, the Arbitrator shall award interest, 20% of the delinquent amount to the Award as liquidated damages, and shall hold the University liable for the full cost of the Arbitration, including the Union's attorney fees. The Union will not file for arbitration without notification to the University of delinquency and without discussion with the University representative as to the reasons for any such delinquency.

## **ARTICLE V MANAGEMENT RIGHTS**

Except as otherwise expressly provided in this Agreement, nothing shall limit the University's rights of management. Accordingly, the University has among others the right to recruit new employees from other sources without discrimination

because of membership in any union; the right to employ persons judged by the University to be qualified to perform the work required; the right to discipline, suspend or discharge for cause; to promote or layoff; and to make such rules and regulations as the University considers necessary or advisable for the conduct of its operations and to require employees to observe them. It is agreed that the enumeration of the rights and functions of management herein shall not be deemed to exclude other rights and functions of management not so enumerated.

**ARTICLE VI**  
**BUSINES REPRESENTATIVE**

The duly authorized officers and the business representatives of the Union shall be permitted to enter the premises of the University during working hours for the purpose of adjusting complaints or ascertaining whether this Agreement is being maintained, provided however, that such officers and business representatives of the Union shall first report to the Director of Engineering and Construction of the University or his representative, who may, if he so chooses, have a representative accompany the Union representative.

**ARTICLE VII**  
**SHOP STEWARD**

If the shop steward or the acting shop steward shall find it necessary to perform Union duties during his working time, he shall be promptly released from work by his supervisor upon request and be permitted to investigate the matter and confer with the appropriate supervisor. If he fails to effect a settlement, he shall report by telephone to the Union business representative and thereupon resume work. Except as herein above provided, the shop steward shall be required to perform his duties as an employee.

**ARTICLE VIII**  
**NON-DISCRIMINATION**

The University is committed to basing judgments concerning employees solely on their qualifications, abilities and performance. Both parties to this Agreement shall abide by the University's equal opportunity and affirmative action policies. Neither party to this Agreement shall discriminate against any employee with regard to sex, sexual orientation, age, national or ethnic origin, race, religion, disability, status as a Vietnam era or disabled veteran, political beliefs, or marital status. Any such alleged discrimination shall be pursued under the grievance and arbitration provisions of this Agreement or when appropriate under the University's Sexual Harassment Policy.

**ARTICLE IX**  
**SENIORITY**

Section 1. Employees hired after the date of the Agreement shall be considered probationary employees for the first ninety (90) calendar days from the date of employment. Probationary employees shall not acquire or attain any seniority status or rights and shall be subject to suspension or discharge at any time for any reason whatsoever at the sole discretion of the University without recourse by such probationary employee to the grievance or arbitration procedure. At the end of ninety (90) day probationary period, probationary employees, if retained in the employ of the University, shall be entitled to seniority from the date of the commencement of their employment.

Section 2. Seniority for employees covered by this Agreement, other than probationary employees, is defined as the length of the employee's continuous service with the University.

Section 3. The seniority of an employee, other than a probationary employee, shall cease and his employee status shall terminate for any of the following reasons:

1. Voluntary quit or resignation.
2. Discharge for just cause.
3. Continuous layoff for more than one (1) year.
4. Failure of a laid off employee to report to work within seven (7) days after written notice of recall sent by the University by certified mail, return receipt requested, to the employee's last known address as shown on the University records, unless return to work within seven (7) calendar day period is excused by the University in writing.
5. Failure to report for work for a period of three (3) consecutive scheduled working days without notice to the University of a justifiable reason for such absence.
6. Failure to report back to work immediately upon expiration of a leave of absence or any extension thereof.
7. Acceptance of gainful employment (other than by the Union) while on leave of absence.

Section 4. When promotional opening occurs, the University shall give preference to the employee with the most seniority provided that he has the qualifications and the ability to perform the job.

Section 5. In the event of layoff, the employee or employees with the least seniority shall be laid off first, provided that the employees retained are capable of performing the work required.

Section 6. For the purpose of employees choosing vacation schedules, plant seniority shall supersede University seniority. Plant seniority is defined as all areas covered by this contract.

**ARTICLE X  
WORKDAY, WORKWEEK, OVERTIME**

Section 1. The scheduled workday may be eight (8), ten (10) or twelve (12) consecutive hours shall constitute the workday and shall be deemed to include the eating period. References to days throughout this contract shall be interpreted as eight (8) hours (i.e. Holiday, Vacation, Sporadic days, etc).

Section 2. The workweek shall commence at 12:01 a.m. Monday and end at 12:00 midnight Sunday. Monday is the first day of the workweek and Sunday is the seventh day of the workweek for pay and all other related purposes.

Section 3. Time worked in excess of the scheduled workday (excluding shifts less than eight hours) on a regularly scheduled workday will be paid at time and one half the employee's straight time rate or hours worked in excess of 40 hours in one defined workweek will be paid at time and one half (1.5X) the employee's straight time rate. Paid absences (i.e., sick time, holiday time, vacation time, compelling reason time, etc.) shall not be considered as time worked for the purpose of computing overtime.

Section 4. No employee shall be paid both daily and weekly overtime for the same overtime hours worked. Employees shall not be given compensatory time off in lieu of overtime pay.

Section 5. Employees called in to work on their scheduled day off shall not be scheduled off on any other day in the work week, except that employees called in to work to cover the absence of another employee may have their shift assignment and schedule changed for the balance of the work week.

Section 6. Employees called in to work for non-weather related emergencies declared by the University on a day other than their regular scheduled day off shall be paid at the rate of two times their straight time rate plus one (1) hour travel time.

Section 7. Notice of change of shift will normally be 72 hours prior to effective time of change of shift except for emergencies.

Section 8. Employees scheduled to work within sixteen (16) hours of the end of their normal shift shall be paid at time and one half their straight time hourly rate for all hours worked within the sixteen (16) hours of the end of their normal shift.

Section 9. Overtime is to be filled within job classification when possible and is to be recorded by the Senior Shift Operator according to specific guidelines.

**ARTICLE XI  
WAGES**

Section 1. The following wage rates will be effective 7/1/2011:

| <b>Grade</b> | <b>Job Code</b> | <b>Title</b>                  | <b>Annual</b>      | <b>Hourly</b>  | <b>Progressions</b> |
|--------------|-----------------|-------------------------------|--------------------|----------------|---------------------|
| 000          | 7400            | Operating Engineer Apprentice | <u>\$43,264.00</u> | <u>\$20.80</u> | Entry level         |
|              |                 |                               | <u>\$46,051.20</u> | <u>\$22.14</u> | 06 months           |
|              |                 |                               | <u>\$48,900.80</u> | <u>\$23.51</u> | 12 months           |
|              |                 |                               | <u>\$52,041.60</u> | <u>\$25.02</u> | 18 months           |
|              |                 |                               | <u>\$55,577.60</u> | <u>\$26.72</u> | 24 months           |
|              |                 |                               | <u>\$59,113.60</u> | <u>\$28.42</u> | 30 months           |
|              |                 |                               | <u>\$62,774.40</u> | <u>\$30.18</u> | 36 months           |
|              |                 |                               | <u>\$66,788.80</u> | <u>\$32.11</u> | 42 months           |
|              |                 |                               | <u>\$71,510.40</u> | <u>\$34.38</u> | 48 months**         |
| 020          | 7420            | Utility Plant Engineer        | <u>\$68,078.40</u> | <u>\$32.73</u> | Entry Level         |
|              |                 |                               | <u>\$69,680.00</u> | <u>\$33.50</u> | 06 months           |

|     |   |  |                    |                |             |
|-----|---|--|--------------------|----------------|-------------|
|     |   |  | <u>\$71,510.40</u> | <u>\$34.38</u> | 12 months   |
| 26  | Asst Instrument & Control Technician****                |  | <u>\$71,718.40</u> | <u>\$34.48</u> | Entry Level |
|     |   |  | <u>\$73,902.40</u> | <u>\$35.53</u> | 6 months    |
| 25  | 7421 Instrument & Control Technician                    |  | <u>\$71,718.40</u> | <u>\$34.48</u> | Entry Level |
|     |   |  | <u>\$76,065.60</u> | <u>\$36.57</u> | 6 months    |
| 30  | 7430 Sr. Shift Operator<br>Relief Sr. Shift Operator*** |  | <u>\$76,065.60</u> | <u>\$36.57</u> |             |
| 35  | 7435 Temporary Assistant Lead<br>Utility Plant Engineer |  | <u>\$76,772.80</u> | <u>\$36.91</u> | Entry Level |
|     |   |  | <u>\$77,916.80</u> | <u>\$37.46</u> | 12 Months   |
|     |   |  | <u>\$79,040.00</u> | <u>\$38.24</u> | 24 Months   |
| 040 | 7380 Lead Utility Plant Engineer                        |  | <u>\$79,580.80</u> | <u>\$38.26</u> |             |

\*Or the date University biweekly increases are generally effective

\*\* Employees who progress to the 48 month level in the Operating Engineer Apprentice classification move to the trade classification (7420 Utility Plant Engineer) 12 month rate if performance is satisfactory. Employees in job codes 7400 and 7420 are reviewed every six months. A salary increase is awarded when the employee has acquired the skills and demonstrated performance to progress to the next level.

\*\*\*The employee designated RSSO will be paid at this rate only when working in the capacity of SSO.

\*\*\*\* After 2 years in the Instrument & Control Technician position and completion of all requirements (Instrument & Control Technician Job Description, including ISA certification level one). The Instrument & Control Technician will be eligible to move to the full rate of pay (full rate of pay shall be an additional \$.25 per hour on the 6 month rate for Instrument & Control Technician at the time of designation) after completion of the SSO training, successful completion of the Departmental SSO checklist. He will not be required to have a Red Seal license and will not stand watch as a SSO or RSSO. The Department may designate up to 2 (two) Instrument & Control Technicians at any given time.

The Department may designate up to 5 (five) RSSO's at any given time. The employees designated as RSSO's shall receive a 1 (one) time payment of \$1000 once all criteria has been met for said designation.

Effective on the date of ratification, each employee on payroll will receive a 1.5% wage increase. Also, effective on the date of ratification, each employee on payroll will receive a one-time flat payment equal to 0.5% of their annual wages. This payment amount will not be added to the employee's base wage rate.

Effective July 1, 2012 (or the date University biweekly annual increases are generally effective), each employee will receive a 1% increase and be eligible for an additional 1.75% merit increase provided the work of the group achieves the performance measures outlined in the Appendix of this Agreement. Effective July 1, 2013 (or the date University biweekly annual increases are generally effective), each employee will receive a 1% increase and will be eligible for an additional 1.75% merit increase provided the work of the group achieves the performance measures outlined in the Appendix of this Agreement.

Section 2. For all hours worked between 4:00 p.m. and 8:00 a.m. employees will receive a shift differential. On July 1, 2011 the differential will be \$1.60/hour.

Section 3. When an employee is qualified to take a shift alone, the employee shall receive the appropriate pay rate for the job. This does not apply to apprentice level positions.

Section 4. When an apprentice has completed course work and on the job training and has the Blue Seal Steam Engineers licenses and is qualified by the Chief Engineer (or his designee), which is normally at the 36 month period, the apprentice will be eligible to stand shift alone in the plant in which he is qualified and will be paid the journey rate. This will happen in the spring and summer months (May, June, July and August) before the apprentice returns to classes and on the job training

for the final year of the apprenticeship. The apprentice pay shall revert back to the apprentice pay schedule when they are not standing shift alone in the plant.

Section 5. Progression through apprenticeship requires completion of on-the-job training requirements, a grade of "C" or better in required courses when applicable, and necessary licensing.

Section 6. A Utility Plant Engineer hired after June 30, 1994 must have a Blue Seal steam license when hired and a Blue Seal Refrigeration license within one year of the date of hire assuming University provides the employee with opportunity for operating time. A waiver of up to a year may be given but the full UPE rate will not be paid until licensing is complete.

## **ARTICLE XII VACATION**

Annual vacations with pay will be granted to all employees covered by this Agreement. Amount of earned vacation will be computed on the basis of service accrued as of July 1 of the year in which vacation is to be taken. Vacation calculations will be based on July 1 for employees with a service anniversary date between July 1 and September 30.

Vacation cannot be taken in advance of being earned.

### **Section 1. Vacation Accrual**

- a) Employees who, on July 1, have less than twelve months of continuous service, are entitled to vacation of .20 times the number of weeks worked, rounded to the nearest half day on a prorated basis.
- b) Employees who, on July 1, have been employed for more than twelve months, but less than five years, shall be entitled to ten (10) days vacation.
- c) Employees who, on July 1, have been in continuous service of the University for more than five years, and less than a continuous period of ten years, shall be entitled to fifteen (15) days vacation.
- d) Employees who, on July 1, have been in the continuous service of the University for a continuous period longer than ten years, and less than fifteen years, shall be entitled to twenty (20) days vacation.
- e) Employees who, on July 1, have been in the service of the University for a continuous period of more than fifteen years and less than 20 years, shall be entitled to twenty-two (22) days vacation.
- f) Employees who, on July 1, have been in the service of the University for a continuous period of 20 years or more shall be entitled to twenty-five (25) days vacation.

### **Section 2. Vacation Scheduling**

- a) Vacation periods shall not be limited to summer months but will be scheduled, with the approval of the supervisor, at the convenience of the University. When earned vacation exceeds two weeks, the supervisor may require the remainder to be taken at a separate time.
- b) All requests for utilization of accrued vacation for the coming fiscal year will be submitted according to the following schedule:

Request Submitted By:

For:

April 30

Vacation to be used between July 1 and December 31

November 1

Vacation to be used between January 1 and June 30

- c) Up to thirteen (13) days of accrued vacation may be taken in days, provided two weeks advance notice is given. Three (3) of the thirteen (13) days must be used while on maintenance. Requests received after the deadline will be considered, but the individual will forfeit his seniority rights with respect to selecting times. Conflicts will be resolved by plant seniority.
- d) Employees who do not submit vacation requests according to this schedule should make requests no less than thirty (30) days in advance so their substitutes have adequate notice. It is the employee's responsibility to request vacation in adequate time for management to schedule. Insufficient notice may result in a vacation request being denied.

### Section 3. Shift Scheduling

The rotation of personnel between plants is absolutely necessary to provide the training required for job progression and to meet operational requirements. Every effort will be made to schedule the operator's shift so that reasonably continuous assignment to any one plant will be achieved.

Concerns about short swings, unfair scheduling or conflicts should be brought to management's attention as they occur.

- a) If the Department requires an employee to work for part of his previously scheduled vacation, he will be paid for such work at the straight time rate in addition to vacation pay.

## **ARTICLE XIII HOLIDAYS**

Section 1. For the period of this Agreement, the annual schedule of nine (9) paid holidays shall be designated according to the Schedule of Holidays plus two (2) paid optional holidays which have been designated by the membership to be taken as Presidents Day and Veterans' Day .

Section 2. Each employee who is not on layoff or leave of absence shall receive eight (8) hours pay at his straight time hourly rate only for those holidays on which work is performed by him on his regularly scheduled work day before and after the holiday.

Sporadic days shall not be counted as hours worked. An employee who is required to work on a holiday shall be paid for all hours worked at the rate of two times his straight time hours rate.

An employee who has an unexcused absence the day before or after the holiday shall not be entitled to holiday pay. In order to be eligible for holiday pay, an employee shall work or have an excused absence his last scheduled workday prior to the holiday and his next scheduled workday following the holiday. An employee, who calls in for time off and has not scheduled the time off in advance, will be required to provide professional documentation for their absence when they return to work in order to be eligible for holiday pay.

Section 3. If a holiday for which an employee is entitled to receive holiday pay occurs during his vacation period, the employee shall be paid holiday pay.

Section 4. If the University designates a holiday on a different day from the observed holiday Utility Plant Operators on shift will be paid holiday pay for the observed holiday not the University holiday.

Section 5. If an additional holiday is approved for all other biweekly employees, the bargaining unit employees shall also be given the additional holiday.

## **ARTICLE XIV SPORADIC ABSENCES**

Section 1. Employees may be compensated for up to eight (8) days per fiscal year for personal illness. Employees hired July 1 through December 31st will be allowed up to (8) paid sporadic absence days for the fiscal year of hire; employees hired January 1 through March 31<sup>st</sup> will be allowed up to (4) sporadic absence days for the fiscal year of hire. Probationary employees, including those hired as of April 1st for that fiscal year, will be allowed up to two (2) paid sporadic absence days during the probationary period. Unused sporadic absence days may not be compensated for upon termination.

Section 2. Sporadic days may be taken by the employee for personal illness, injury or accident or for the care of sick or injured family members. Employee's sporadic absence time (as applicable) will be charged to cover the temporary disability wait week(s). In cases where employees have exhausted their eight (8) sporadic absence days, employees, with management approval, may utilize vacation days.

Section 3. Employees may roll over any portion of their 8 unused sporadic absence days from one fiscal year to the next fiscal year, up to a combined maximum of 16 days per fiscal year. The maximum number of sporadic absence days that an employee may have available for use, in total, in any fiscal year is 16.

Section 4. When an absence is due to illness, the employee is responsible for notifying the shift supervisor according to the department procedure prior to the regular start time of the employee's work schedule. Notification must be given to the employee's supervisor on each day of sporadic absence, unless this requirement is waived by the employee's supervisor. If a

visit to a doctor or a dentist has been scheduled in advance, the employee is responsible for notifying the supervisor as soon as the employee knows about the appointment.

## **ARTICLE XV COMPELLING REASON TIME**

Employees may need time off for reasons other than those provided for in leaves of absence with pay. Therefore, in order to provide time off with pay for compelling and essential reasons not covered by other leaves of absence, supervisors may approve up to 16 hours per year for full-time employees to be used as excused absence. The minimum time charged will be ½ hour. Compelling reasons include an illness in the family, household emergencies, car failure or a professional appointment which could not be scheduled outside of normal working hours. Employees must charge compelling reason time on days affected by extreme weather if they do not work as directed by University Policy and related announcements. If compelling reason time is exhausted, the time off will be charged to leave without pay. Time for a personal medical appointment may be approved under this policy or a sporadic absence.

Compelling reason time cannot be used for vacation days or optional holidays. Unused hours for excused absence may not be compensated for or carried over to be added to next year's allotment. If more than the allotted number of hours for excused absence is needed by an employee, the absence will be charged to leave without pay, or may, with supervisory approval, be charged as vacation.

## **ARTICLE XVI JURY DUTY**

The Union agrees to follow the current University policy regarding Jury Duty.

## **ARTICLE XVII BEREAVEMENT LEAVE**

An employee who is absent from work because of the death of an immediate family member shall be granted a paid absence to a maximum of three (3) working days at his straight time hourly rate. An employee's immediate family is defined as:

- a) the employee's spouse or domestic partner;
- b) the children or grandchildren of the employee or of the spouse;
- c) the parents, foster parents, guardians, grandparents, brothers and sisters of the employee and of the employee's spouse; and
- d) anyone who is a permanent resident in the household.

Supervisors may, when deemed appropriate, request documentation which establishes the employee's relationship to the deceased.

With supervisory approval, time off may be granted to attend a funeral of a relative who is not a member of the employee's immediate family. Such absences will be charged to leave without pay or may, with supervisory approval, be charged to vacation, time off for compelling reasons or leave without pay.

## **ARTICLE XVIII GRIEVANCE AND ARBITRATION**

A dispute arising out of the interpretation or application or claimed violation of this Agreement or a dispute involving discipline or discharge of an employee shall be defined as a grievance and shall be handled in the following manner:

Step 1 — An employee shall first take up his grievance, other than a dispute involving the discipline or discharge of an employee, with his immediate supervisor within five (5) working days after the occurrence of the event out of which the grievance arises. The supervisor shall give his oral decision within two (2) working days thereafter. An employee shall take up a grievance regarding discipline or discharge at Step 2.

Step 2 — If the grievance is not settled at Step 1, the grievance shall be reduced to writing and the written grievance presented to the Director of Engineering and Construction within two (2) days after the date of the oral decision. Within three (3) working days after the written grievance is presented to the Director of Engineering and Construction the grievance shall be discussed among the employee, the shop steward, the supervisor

and the Director of Engineering and Construction. A written answer to the grievance shall be given to the Union by the Director of Engineering and Construction within three (3) working days after such meeting.

Step 3 — If the grievance is not settled at Step 2, the Union shall, within five (5) working days following the date of the written answer to the Director of Engineering and Construction request in writing a discussion of the grievance with the University's Director of Labor Relations or designee. The grievance shall be discussed by the Union business representative and the University's Director of Labor Relations or designee at a mutually agreeable time and place but not later than five (5) working days after the request for discussion.

If the grievance is not settled at Step 3, the grievance may be submitted to arbitration as follows:

The Union's written demand to arbitrate must be given to the University's Director of Labor Relations or designee within five (5) working days after the Step 3 Meeting. The Union shall simultaneously request the Federal Mediation and Conciliation Service to submit a panel of arbitrators from which the arbitrator shall be chosen in accordance with the rules and procedures of the Federal Mediation and Conciliation Service. The award of the arbitrator shall be final and binding on the University, the Union and the employee or employees involved. The arbitrator shall have no power to add or subtract from or alter, amend or modify any of the terms or provisions of this Agreement or of any written agreement made supplementary hereto. The University and the Union shall divide equally and pay the fee and expenses of the arbitrator. All other expenses shall be paid by the party incurring them.

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

## **ARTICLE XIX DISCHARGE**

Whenever an employee, other than a probationary employee, is suspended or discharged for just cause, the University shall promptly notify the Union of such suspension or discharge. If either the Union or the employee wishes to question such suspension or discharge, a written grievance must be presented to the Director of Engineering and Construction of the University within five (5) days from the date of suspension or discharge.

## **ARTICLE XX LAYOFF**

In the event of layoff, the Union agrees to follow the current University Layoff Policy provided the benefit is at least equal to the following: "An employee who has been employed for six months or more shall not be laid off without notice of termination; or pay in lieu of such notice, in accordance with University policy."

## **ARTICLE XXI CLOTHING AND EQUIPMENT**

Section 1. The University shall provide all protective clothing and equipment for performance of assigned duties. Employees shall comply with all University requirements for the use of protective clothing and equipment in the performance of the assigned duties. Failure to conform with these requirements including those which are based on but not limited to the Federal Occupational Safety and Health Act of 1970 and subsequent amendments will result in progressive discipline. If the University does not allow employee the time to acquire the appropriate equipment and clothing, the employee may refuse to perform hazardous work and not be disciplined.

Section 2. For each of the first two (2) years of employment employees will receive an annual clothing and shoes allowance of five hundred and five dollars (\$505.00).

Employees with more than two (2) years of service will receive an annual clothing and shoes allowance of three hundred sixty five (\$365.00) dollars.

## **ARTICLE XXII BENEFITS—MEDICAL PENSION, AND LIFE INSURANCE**

The hospitalization, group major medical and life insurance and pension plans\* will continue to be applicable to employees covered by this Agreement. Any improvements in such plans\* which is given to other University employees will also be given to employees covered by this Agreement. The employees covered by this Agreement will also be affected by any modification or discontinuance of benefit plans, should such action, not now anticipated, become necessary.

\*This refers to plans for "Staff Employees" only.

### **ARTICLE XXIII MISCELANEOUS**

Section 1. In the assignment of duties to engineers on watch, the University will comply with all state rules and regulations applicable to the work of the employees covered by this Agreement.

Section 2. Employees shall give at least one (1) week's notice of intention to quit and they shall remain on the job during that period.

Section 3. Employees required to work by the University on a non-schedule basis for twelve (12) consecutive hours will be reimbursed ten dollars (\$10.00) for the cost of a meal.

Section 4. All employees are considered critical staff and are expected to report to work during weather emergencies. Premium pay (one and one half times the hourly rate) will be paid to employees working during an emergency. In the event managers do not need to retain all staff during an emergency, the individual employee may choose to be released or to stay in the work place for the remainder of the shift. If an employee chooses to be released the rate of pay will be straight time; if an employee chooses to stay the rate of pay will be time and one half the hourly rate until the end of the emergency or end of the shift whichever occurs first.

### **ARTICLE XXIV NO STRIKE NO LOCKOUT**

The University agrees that there shall be no lockouts during term of the Agreement. No employee shall suffer any loss of pay or seniority as a result of any breach of the above provision.

Neither the Union nor any employee shall engage in any strike, sympathy strike, work stoppage, concerted slowdown, refusal to cross any picket line or interrupt work in any other way.

Any employee engaging in activity prohibited in this Section may be subject to termination or other disciplinary action. Employees may grieve discharge or disciplinary actions taken pursuant to this Section only as to whether the affected employee(s) did not in fact engage in an activity in violation of this Section.

The maximum discipline under the preceding paragraph on the first or second work days referenced above shall be a suspension not to exceed ten (10) days. Such suspended employee shall be reinstated in the same position with no loss of seniority. No damage action shall lie against Local 68 or the International Union unless officials of those organizations participate in or condone violations of this Section.

In the event of an alleged breach of this provision the University may proceed with expedited arbitration by filing with the American Arbitration Association a notice of alleged breach of this provision with a copy to the Union. The American Arbitration Association shall appoint an impartial arbitrator within 24 hours of receipt of such notification and a hearing shall be held within 24 hours of the appointment of the arbitrator. Such arbitrator shall have authority to issue a cease and desist order directing that any activity in violation of the Section be ended with an opinion to substantiate such award to follow subsequent to the award issuance. Nothing in this paragraph shall mean the University waives any other remedies which might be available to it.

### **ARTICLE XXV TERMS OF THIS AGREEMENT**

This Agreement shall supersede all previous Agreements between the University and the Union and shall continue in full force and effect until June 30, 2014 and thereafter from year to year unless written notice shall be given by either party to the other of its termination at least 60 days prior to the end of the current term.

IN WITNESS WHEREOF, the University and the Union have caused this Agreement to be signed by their duly authorized officers and representatives.

**THE TRUSTEES OF PRINCETON  
UNIVERSITY**

**INTERNATIONAL UNION OF  
OPERATING ENGINEERS, LOCAL  
68-68A-68B, AFL-CIO**

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Eric Wachtman, Chief Engineer

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Gary Pepek, Shop Steward/Negotiating Team  
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Michael Luling, Negotiating Team Member

## APPENDIX

### Performance Measures

**To earn merit increases of 1.75% (as specified in article XI), two of three possible points will need to be earned in the following three categories:**

- 1) Following Icetec Signal, Value: 0 or 1 point.  
(Turbine dispatch)
- 2) Following Icetec Signal, Value: 0 or 1 point.  
(Chiller dispatch)
- 3) Steam Reliability, Value: 0 or 1 point

**Safety as always, needs to be our #1 priority.**

**To earn the “Following Icetec Signal” points,** the turbine and chillers will have to be operated greater than or equal to 95% of the time according to the following:

1) **Turbine Dispatch.** Equipment will be dispatched as it is now through the HMI. In addition, Icetec will provide a means to acknowledge the dispatch through HMI. Icetec will also provide a means for operators to enter comments. This can be used by operators to enter any reason why dispatch cannot be executed. For example, if there is a dispatch signal from Icetec to reduce turbine output, the operator will be able to acknowledge the dispatch, but cannot comply because there are thunderstorms with lightning in the area, the operator then enters something like “storm in area.” The system then records that the dispatch is acknowledged, but could not be executed. This would be considered a successful dispatch. The time to acknowledge and execute or not with comments should not be longer than 20 minutes.

2) **Chiller Dispatch.** The same acknowledgment and comment box would be provided for chiller dispatch as well. Chillers are a little more complex because there are more operator choices, but the business rules could account for that. For example, if Icetec dispatches electric chillers, and requests chillers 2 and 5, and the operator uses chillers 2 and 6, the basic dispatch is being accomplished because electric chillers are being used. In that case, the operator would acknowledge the dispatch and enter something like “chiller 6 preferred” into the comment box. The time to acknowledge and start execution or not with comments should not be longer than one hour.

3) **To earn the “Steam Reliability” point,** steam pressure to the campus, will be greater than 100 PSIG 99% of the contract year excluding all planned shutdown periods and excluding times when electric power is not available to run the equipment. Steam pressure will be measured in the plant’s main steam header and recorded in the SCADA and/or Icetec system. Example:

a) 24 hours are used for planned total steam system shut-downs, two additional hours equipment cannot be run due to electric power failures that prevent boilers and the cogen system from being run. The time basis would be 8760 hours – (24+2) hours = 8734 hours. In this case, steam header pressure would have to be above 100 PSIG for  $8734 \times .995 = 8646.66$  hours to earn the point, i.e., 87 hours and 30 minutes of time during the year are allowed for steam pressure transients where campus pressure is allowed to drop below 100 PSIG.

**LETTER OF UNDERSTANDING, WORKERS' COMPENSATION, LONG TERM DISABILITY AND SHORT TERM DISABILITY**

Modifications to the University's Workers' Compensation, Long Term Disability and Short Term Disability policies shall apply to the Operating Engineers.