



# URA Newsletter

## What We Have Won With a Union Contract



Since our first union contract went into effect in December of 2007, URA members have worked continuously to enforce our rights. We have filed many more grievances than most public-sector unions—because Rutgers management is both hostile and decentralized. Over 6 years, we have won important victories through the grievance process. This special issue of the URA News looks at some of the articles of our contract we’ve worked hardest to enforce, and what we have achieved.

### Article 1: Right to Negotiate Terms and Conditions/ Article 49: University Policies and Procedures

**Article 1** of the URA contract gives the union the right to negotiate over terms and conditions of employment. This means not only that a new contract is negotiated every few years (so far, in 2007, 2011 and again in 2014). It also gives us the right to negotiate when certain changes in Rutgers policy affect our terms and conditions.



The first test of the right to negotiate was the “**Ethics Policy**” which Rutgers tried to implement in 2008. Staff and faculty were offended by the intrusive questions about our outside activities, including volunteer work for faith-based and political organizations, second jobs or business holdings that went far beyond anything reasonably needed.

Management maintained that all the information they were requesting was mandated by law. URA was the first union to advise members not to participate and the first to demand negotiations on the new policy. For months, members simply refused to fill out the offending forms.

Eventually, a much more limited amount of information was negotiated. There are no more questions about what church or temple you volunteer with, if you rent a property to a Rutgers student, or bowl with a Rutgers contractor. Most importantly, management agreed that the information is to be provided to a designated individual in each division, not to the direct supervisor. This was a particular concern for members with second jobs, since it could lead to supervisors assuming that any absence was due to a conflict with that other job.

The solidarity of literally thousands of Rutgers employees who refused to give up unnecessary personal

information was the key to that victory.

In 2010, Rutgers management announced a change to the **Vacation Policy** which would reduce the number of days we could carry forward from one fiscal year to the next. URA stewards had found that the main reason members carried days over was not to provide a retirement pay-out, but because vacation requests were denied. Our negotiations with management gave us new protections: a written vacation request must receive a written response within 14 days, compensation for members who are called back to work from vacation for an emergency, protection against discipline for employees who cannot return from vacation, and most of all, the provision that “**requests for vacation shall not be unreasonably denied**”.

*We need a union to enforce management’s own rules*

**Article 49** gives us the right to use the grievance procedure when management violates its own policies. We have won fair treatment for members under Rutgers policies on tuition remission, sick leave, ADA disability accommodations, and Family and Medical Leave.

As this newsletter goes to print, College Avenue Lead Steward Kathy Licinski is working to resolve a case where a member was threatened with discipline for using sick leave... even though he produced a note from the doctor who treated him for a leg injury.

While these rights already existed before we organized our union, we’ve only been able to guarantee our rights with a union contract and an active, well-trained network of shop stewards.

## Article 27: Overtime

### Overtime Back Pay Recovered Tops \$250k

The clearest example of how URA members have used our grievance procedure—both to obtain a remedy and to change policy—is our ongoing series of grievances on uncompensated overtime for eligible (NE) employees.

For too long, most of us did not know if we were even entitled to overtime (60% of URA members are overtime-eligible by law). We didn't know that overtime was time-and-a-half. We believed our overtime was "use-it-or-lose-it" and no one tracked how many hours we had really worked.

Beginning in 2010, Article 27 grievances have resulted in over \$250,000 of back pay, hundreds of hours of compensatory time being properly recorded (at time-and-a-half), and a substantial change to Rutgers policy which will go into effect this year.

Camden Executive Board member Mike Ballard, whose overtime settlement was more than a year's salary, stated:

*Years ago, I was told I was a NL employee – my former boss said it meant “no life” – and he wasn't kidding: during the scholastic year I'd routinely work 60-70 hours, sometimes more. If it wasn't for the URA investigating the FLSA status (which is extremely well hidden on Rutgers links) and championing the overtime payment issue, a lot of us would still be in that same boat – getting paid as a NE employee but working like a NL one. I think one of the URA's many huge victories has been exposing the whole issue of overtime-eligible employees, making sure that many departments and the university are aware that the issue exists and helping to correct the unlawful practice. The strong grievance procedures in our contract and the URA's strong and dedicated leadership have played a key role in fighting for the rights of their members.*

**Mike Ballard, Camden Campus**



*Stefan Arnarson (l) and Mike Ballard (r) holding their overtime checks.*

Additional overtime claims are still in process, some for tens of thousands of dollars.

Under the changes to Rutgers policy announced in June, members can easily find their overtime eligibility on HCMS Self-Service. Managers have been instructed to record all overtime worked, and to ensure that current overtime is compensated before the end of the Fiscal Year.

*I never thought much about belonging to a Union until I went through an experience where I really needed one! I took it for granted that the policies of my employer would be fair, but unfortunately in this case they were not. My coworkers and I made exceptional efforts, spending up to 14 hours per day working in a Federal prison, because we enjoyed and believed in the work we were doing. However, we deserve to be compensated for that work! I'm so glad a precedent has been set as to what it means to be completely relieved from duties during a meal break. I hope this helps workers to be treated fairly in the future, and am so grateful to \*our union\* for all the hard work and support.*

**Heather Hamtil, Cook/New Brunswick Campus**



*Working for the Center for Behavioral Health Services and Criminal Justice Research (CBHS & CJR) in prisons placed several restrictions on employees. While many restrictions were necessary, our personal freedoms were impeded during breaks in prison. Although it's a small gesture, receiving a monetary award validates that we deserve to use our personal freedoms, regardless of work setting. This is a big win for grant-funded employees working in similar conditions. Our union offered its full support, time, and effort in fighting this battle at every turn. Our Union is highly important as it serves to promote our voice and protect our rights and earnings. Thank you to the entire team who worked diligently to see this through to the end!*

**Priscilla Pineda, Cook/New Brunswick Campus**

There are still bugs in Rutgers' systems: management has not taken action to record past overtime, or to pay out our members who reach the legal threshold of 240 hours for cash payout.

If you are a “NE” employee (all grade 3 and 4, and many grade 5 titles) and have worked uncompensated overtime, contact your steward or the URA office to obtain the Excel overtime template created by Newark steward Shyeka Hopkins. It’s essential that you document and calculate your claim so you can be paid out next year. As health insurance and pension costs increase, it’s important to ensure that we are paid for all our work.

Our success in recovering back pay for overtime proves that even a strong law—the Fair Labor Standards Act—and a good policy—University Policy 60.3.14—are almost impossible to enforce without a strong union contract.

*I owe URA-AFT a great deal. I was coming to a head' with a situation at work where my direct complaints were discounted with a "do as I say" attitude, regardless of the outcome. I felt I had no voice or power and was forced to do whatever was given to me, whenever it was given to me. Lucye, Nat, Dorothy, Farrukh, Carolyn, Darlene, and Bob showed me I was worth more than how I was being treated and helped me prove it; to management and myself. The outcome was more than I sought after and I am so glad and proud to be part of a team that fights for those who feel voiceless, powerless and treated like, well...less. Thank you.*

*Shyeka Hopkins, Newark Campus*



## Article 38: Salary Improvements

The 3-year controversy over Rutgers’ salary freeze was the URA’s biggest grievance. \$9 million in raises and back pay for our local were in jeopardy. Over 10,000 Rutgers employees were affected. Winning the settlement involved not just the formal grievance procedure and settlement negotiations, but also demonstrations and protests by hundreds of union members.

In early 2012 URA members finally received raises and back pay we had fought for since 2009. All good? Well, almost. Between retroactive pay and compounded percentages, our actual raises were hard to *determine*. In April 2012, we published our own on-line calculator to

determine the correct raises. Some members found their checks did not match what they were owed.

Thirty-six members who work part-time hours did not receive their full \$1000 bonus. Members from Dining Services notified their URA stewards, who were able to secure the full amount. About a dozen other members who were on medical leave when the raises were implemented were misinformed of their right to raises and bonuses but eventually got both. One member who had retired obtained back pay, as did one other who had been laid off and recalled just as the raises were paid.

The “merit-based” raises in December 2012 and July 2013 also brought issues and grievances. Newark members were concerned when one member received a message from a top-level administrator telling her she could not get more than the minimum raise. Analysis of the actual raises awarded showed that she had been misled—and also showed that the Newark membership received slightly more than the average in merit pay.

However, members who came into URA from other jobs at Rutgers have still not received the 2013 merit raises provided in the Agreement and that case will go to arbitration.

## Article 3: Alternate Work Schedule to Take Educational Courses

A small rule can make a big difference in our work life.

Many URA members are also students. Article 3 provides a definition and a process for members to flex their work schedules around classes. Grievances over this provision have so far been resolved in the early steps of the grievance procedure. Sometimes, managers just need to know that there is a rule in place.

*I am very grateful for the guidance and support the URA has provided me over the past year. The stewards and union staff, particularly Sarah Washington, Carolyn Foote, and Darlene Smith, are extremely professional and truly care about issues members are experiencing. I felt great comfort knowing that I did not have to face my workplace challenges alone.*

*Thanks for all help and support!*

*Jaroslaw Roszko, Newark Campus*

## Article 18: Just Cause/Discipline

We all want to be treated fairly at work. Protection against being unjustly reprimanded, suspended or fired is one of the biggest reasons workers want unions. Without a union contract, employees can be dismissed for “good cause, bad cause, or no cause at all”. About 20% of the grievances that URA has formally filed at Step 2 concern discipline. And unjust discipline can happen to anyone.

Sometimes, there really has been an infraction by our member, but discipline is unfairly severe. In those cases, reducing the disciplinary action to a fair level is our goal. Some examples include:

- Reducing a suspension to a reprimand, as in grievances 143, 219, 191, or 104, resulting in back pay.
- Removing a reprimand from the official record after a certain period, anywhere from 1 month to 1 year: grievances 198, 137, 230, and 097.
- In a case in Camden, a URA steward was urgently called to represent a member at a pre-termination hearing. These meetings almost always end with termination. The employee conceded she had been negligent with university property, but also told of extenuating circumstances. What the department really wanted was for the employee to take responsibility for her negligence. Working with the department, the employee and UHR, our steward helped craft a solution which included a brief suspension and a corrective action plan for the future.
- In Newark, a member was terminated in a case where criminal charges had been brought against a co-worker. The case went all the way to arbitration and the arbitrator ordered the employee reinstated in her job with back pay covering most of the time she was out of work.

But some discipline is completely unjustified by any rule or policy. In our strongest cases, URA stewards work to have the disciplinary action completely reversed.

- Suspension reversed: grievances 236, 104, 057, and 119.
- In Grievance 037, an employee in New Brunswick had been reprimanded and suspended for lateness. Stewards found that he had a disability, and was qualified under the Americans with Disabilities Act for an accommodation and a flexible schedule on days when his illness prevented him from arriving on time in the morning.
- And a member in Dining Services was called into a pre-termination meeting as a “no-call, no-show”, but her stewards pointed out to management that she had been hospitalized for a cardiac problem on the day in question.
- A member who had received a deficiency downgrade had his salary restored to a no-fault downgrade...and ended up liking the new job better than the old one.



*The building that our department works in was very dirty and the fire exits were blocked. It took months for me to settle this case through a number of departments, but it's made whole as of this writing. As a steward, I needed to step up for my co-workers who were getting sick as well as being unsafe.*

*The subject of written disciplinary action came up for several grievances this past year, including for myself. My own supervisor served me with a written reprimand because she did not approve of what I was wearing (capris, thick flip flops on a 99 degree day). Our department has no definite policy on wearing these types of clothing, and there was no verbal warning about it first. After a Step 3 grievance the written reprimand was changed to a verbal from the UHR.*

*There are times when we need the URA to stand up together so that we can be heard, have fair treatment and a safe work environment, and that is why I am proud to be a URA-AFT steward for the past 4 years.*

**Shari Harding, Off-Campus**

- Some fired members have been returned to work (cases 031, 032 and 125 are examples). Others have opted for financial settlements rather than return to a poisoned work environment (cases 013 and 051).

Right, wrong or some-where in the middle, administrative staff at Rutgers had no recourse for disciplinary action until we organized ourselves into a union. We can make our contract stronger in the next round of negotiations.



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