

**COLLECTIVE BARGAINING  
AGREEMENT**

**Between the**

**UNIVERSITY of MEDICINE and  
DENTISTRY**

**of NEW JERSEY**

**and**

**TEAMSTERS LOCAL 97**

**(July 1, 2006 – June 30, 2010)**

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## **PREAMBLE**

This Agreement between the University of Medicine and Dentistry of New Jersey and Local 97, International Brotherhood of Teamsters has been created for the purpose of furthering harmony and mutual understanding between the University, the Union and its staff.

It is mutually understood that the mission of the University is to provide a quality education to its students and through its hospital facilities to deliver uninterrupted quality medical care to its patients and that this Agreement is intended to contribute to the fulfillment of that mission.

The parties agree to follow a policy of non-discrimination on the basis of age, race, color, creed, national origin, ancestry, sex or marital status, political affiliation or participation in or association with the activities of any staff member organization.

All staff are entitled to fair and equitable treatment by supervision and management with regard to the terms and conditions of employment that affect them.

## **RECOGNITION**

The University of Medicine and Dentistry hereby recognizes Local 97 of the International Brotherhood of Teamsters as the exclusive representative for the purpose of collective negotiations for all terms and conditions of employment in a unit of staff employed by the University of Medicine and Dentistry at all locations as set forth in Paragraph (A) hereof.

A. The staff included are:

- \* 1. Licensed Practical Nurses
- \* 2. Clerical Staff
- \* 3. Health Care and Services Staff
- \* 4. Operations, Maintenance and Service Staff
- 5. Regular, Part-time staff in the above categories who regularly work a minimum of 20 hours per week.
- 6. Temporary full-time staff in categories 1 through 4 above who have been continuously employed by the University for a period of six months or longer.

\* As set forth in the list of included titles

B. The staff excluded are:

- 1. Managerial Executives
- 2. Professional Staff

3. Registered Nurses
4. Confidential Staff
5. Craft Staff, Trade Helper and/or apprentices
6. Supervisors
7. Security Officers and University Police Officers
8. All other staff

## **ARTICLE I**

### **MANAGEMENT RIGHTS**

The University retains and may exercise all rights, powers, duties, authority and responsibilities conferred upon and vested in it by the laws and constitution of the State of New Jersey and the United States of America.

Except as specifically abridged, limited or modified by the terms of the Agreement between the University and the Union, all such rights, powers, authority, prerogatives of management and the responsibility to promulgate and enforce reasonable rules and regulations governing the conduct and the activities of staff are retained by the University.

## **ARTICLE II**

### **FAIR TREATMENT**

#### **A. No Reprisals**

It is understood and agreed that all staff covered by this Agreement enjoy the right to exercise their privileges provided under Chapter 303, PL. 1968, as amended, the Grievance Procedure contained in this Agreement and all other terms of this Agreement without fear of discrimination or reprisals.

#### **B. Regular part-time Staff**

The inclusion of part-time staff who are regularly scheduled to work twenty (20) or more hours per week within the bargaining unit and under this Contract shall not be construed to alter or expand the eligibility of part-time staff for coverage by any State program relating to terms and conditions of employment. Where such part-time staff are eligible for State programs or coverage under provisions of this Contract, appropriate pro rations will be made in accord with their part-time status.

C. Temporary full-time Staff

Temporary full-time staff shall be eligible for leave programs as described herein or otherwise stated in the policies of the University upon completion of 6 months of employment in same position. Eligibility for other benefits shall be based upon University policy and/or state mandated requirements. Temporary full-time staff may submit applications for posted University positions.

Provisions of Article XI (Seniority and Transfers) shall not be applicable to any temporary full-time staff in this unit.

### **ARTICLE III**

#### **PERSONNEL PRACTICES**

A. The University agrees to provide adequate and regularly maintained sanitary facilities for staff use. Each staff member will maintain acceptable standards of personal hygiene and cleanliness in accordance with the requirements of his job.

B. The staff member shall be responsible for paying for the replacement of lost identification cards at the then prevailing rate. The University shall furnish identification cards to all staff. Lost cards shall be reported immediately.

C. Whenever a staff member is delayed in reporting for a scheduled work assignment, he shall endeavor to contact his supervisor in advance, if possible. A staff member who has a reasonable excuse and is less than five (5) minutes late is not to be reduced in salary or denied the opportunity to work the balance of his scheduled shift and he shall not be disciplined except where there is evidence of repetition or neglect.

Lateness beyond the five (5) minute period above shall be treated on a discretionary basis. However, this provision is not intended to mean that all lateness or each incidence of lateness beyond five (5) minutes shall incur disciplinary action or loss of opportunity to complete a work shift or reduction of salary.

D. Lateness or Absence Due to Weather Conditions

1. All staff members are subject to University Policy governing absences or lateness including the University's Inclement Weather policy No. 00-01-10-17:00, revised 10/24/06.

a. When severe weather condition(s), such as a severe snow storm, flooding, hurricane, etc., threatens the continuation of programs and/or services provided by the University, the University may declare an Inclement Weather Day for one or more campuses of the University.

b. Staff members required to work or given permission to work on an Inclement Weather Day will be given additional compensation in accord with University's Inclement Weather policy.

c. Should the University declare an Inclement Weather Day all exempt and non-exempt staff members who have been designated as Essential must report to work or remain at work. Failure to comply will result in a without pay day and may result in disciplinary action.

d. Staff members not designated as essential must receive permission from his/her supervisor not to report to work or to leave work on an Inclement Weather Day. If permission is not received, failure to report to work or leave work will result in a without pay day and may result in disciplinary action.

2. If an Inclement Weather Day is not declared by the University, staff members receiving permission from his/her department head/designee not to report to work due to weather conditions shall utilize accrued benefit time (i.e. vacation time, float holiday) other than sick time or if no accrued benefit time is available, will be unpaid. Staff members not excused from work for the day and who do not report to work will be unpaid and may be subject to disciplinary action.

3. Staff members reporting late for duty due to delays caused by weather conditions and who made a reasonable effort to report on time may be given credit for such late time at the discretion of their department head/designee.

## **ARTICLE IV**

### **GRIEVANCE PROCEDURE**

Discipline that is grieved in accordance with Step One of the grievance procedure shall be stayed until the issuance of a Step One decision. Such grieved discipline may not be referred to or relied upon in any evaluation, promotional decision or subsequent disciplinary charge, other than termination, until the grieved discipline has been resolved through Step One. Grieved discipline shall be considered resolved through Step One after the Vice President of Human Resources or his/her representative has held a hearing and rendered a decision in accordance with that step of the grievance procedure. This provision shall not apply to:

- (1) Disciplinary demotion, discharge or suspensions pending an investigation;
- (2) Discipline for conduct which demonstrates a threat to property or the health and safety of the grievant, University staff or the public.

In the event that an employee serves any portion of a suspension prior to filing a grievance concerning that suspension, only the balance of the suspension will be stayed and there shall be no entitlement to reimbursement or reinstatement for the days served unless and until the grievance is sustained. If subsequent offenses occur while a Step One grievance is pending, multiple grievances may be addressed at the same hearing.

This provision shall automatically expire on the last day of the agreement which commences July 1, 2006.

A. Definition of Grievance

1. A breach, misinterpretation, or improper application of the terms of this Agreement; or
2. A claimed violation, misinterpretation, or misapplication of rules or regulations, existing policy, or orders of the University affecting the terms and conditions of employment.

B. Purpose

1. The purpose of this procedure is to assure prompt and equitable solutions of problems arising from the administration of this Agreement or other conditions of employment by providing an exclusive vehicle for the settlement of staff member grievances.
2. It is agreed that the individual staff member is entitled to utilize this grievance procedure and to Union representation in accordance with the provisions thereof. He shall not be coerced, intimidated or suffer any reprisals as a direct or indirect result of its use.

C. General Provisions

1. No grievance settlement reached under the terms of this Agreement shall add to, subtract from, or modify any terms of this Agreement.
2. Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration. When a grievant has Union representation, the Union's decision to request the movement of any grievance at any step or to terminate the grievance at any step shall be final as to the interests of the grievant and the Union.
3. Any claim of unjust discipline against a staff member shall be processed in accordance with the provisions of this Article.
4. All disciplinary grievances must be signed by the individual grievants prior to the filing of the Step I appeal or within two (2) work days of the filing of the appeal.
5. Reference by name or title or otherwise in this Agreement to Federal or State laws, rules, regulations promulgated thereunder, formal policies or orders of the State and/or University shall not be construed as bringing any allegation concerning the interpretation or application of such matters within the scope of arbitrability as set forth in this Agreement except as provided in this Agreement.
6. Grievance resolutions or decisions at Step 1 shall not constitute a precedent in any arbitration or other proceeding unless a specific agreement to that effect is made by the University and Union. This shall not be construed to preclude either party from introducing relevant evidence, including such grievance resolutions, as to the prior conduct of the other party.

7. No adjustment of any grievance shall impose retroactivity beyond the date on which the grievance was initiated or the twenty one (21) day period, provided in E.1 below except that payroll errors and related matters shall be corrected to date of error.

8. The Union representative and the University have the right directly to examine or cross-examine witnesses who appear at any step of this procedure.

9. Discipline under this article means official written warning, suspension without pay, reduction in grade or dismissal from service, based upon the personal conduct or performance of the involved staff member. Dismissal from service or reduction in grade based upon a layoff or operational changes made by the University shall not be construed to be discipline.

10. Just cause for discipline including dismissal from service shall include those causes set forth in the University Rules and Regulations. This list of causes is not exclusive and discipline up to and including dismissal from service may be made for any other combination of circumstances amounting to just cause.

11. Where an appointing authority or his/her designee imposes discipline pursuant to paragraph 10, written notice of such discipline shall be given to the staff member. Except when management determines that immediate removal of the staff member is necessary, such notice shall contain a reasonable specification of the nature of the charge, a general description of the alleged acts and/or conduct upon which the charge is based and the nature of the discipline. When management determines that immediate removal of the staff member is necessary, the staff member shall be so advised in writing prior to removal and the detailed notice shall be provided to the staff member within 72 hours.

12. The name of any staff member who is notified of suspension or dismissal pursuant to paragraph 11 shall be transmitted to the Union as soon as feasible but not to exceed 72 hours after such notice.

13. The terms of this Article shall not apply to probationary staff, provided such ~~it~~ does not exceed six months. This exclusion shall not apply to probationary staff who otherwise hold regular appointment in a job classification included in the negotiating unit, except that under no circumstances will the University's judgment as to the adequacy of the staff member's performance in a probationary period or any action taken in pursuance thereof be deemed to be discipline within the meaning of this Article.

14. Directive

A member of the unit who received a verbal or written directive to report to the Campus Labor Relations Coordinator or Specialist, a supervisor or other administrative officer on a matter involving discipline, suspension or discharge may be accompanied by a representative of the Union local at the staff member's request. If during the course of a discussion between a staff member and a representative of the Personnel Department, a supervisor or other administrative officer, a matter should arise which could lead to a question of

discipline, suspension or discharge, the staff member may, at that time, request such Union representation.

15. Where criminal charges are initiated, the right of the staff member to representation by his attorney shall not be violated.

16. A staff member shall not be disciplined for acts, except those which would constitute a crime, which occur more than one year prior to the service of the notice of discipline or three months after the University had notice of the acts. The staff member's whole record of employment, however, may be considered with respect to the appropriateness of the penalty to be imposed.

17. Nothing in this Article of Agreement shall be construed to limit the right of the University to implement any disciplinary action notwithstanding the pendency of any grievance proceeding.

18. The University may, in lieu of suspension, substitute a forfeiture of vacation days (or other benefit time except sick time) up to or equal to the same number of days of suspensions. This substitution may be done only upon consent of the Union.

#### D. Informal Procedure

Any member of the collective negotiating unit may orally present and discuss his complaint with his immediate supervisor on an informal basis. The staff member may request the presence of the shop steward. Should an informal discussion not produce a satisfactory settlement, the grievant may move the grievance to the first formal step.

#### E. Grievance Steps

1. A grievance must be filed at Step One within twenty-one (21) calendar days from the date on which the act which is the subject of the grievance occurred or twenty-one (21) calendar days from the date on which the grievant should reasonably have known of its occurrence, whichever is later, or within twenty-one (21) calendar days of notice of discipline to the staff member involved.

2. Should no hearing be scheduled within the prescribed time, or should no decision be made within the prescribed time or should the decision reject the Union's grievance, the grievance may be submitted to Arbitration if applicable. The lack of response by the University within the prescribed time set forth below, unless time limits have been extended by written mutual agreement, shall be construed as a negative response.

3. If the finding or resolution of a grievance at Step One of the grievance procedure is not appealed within a prescribed time, said grievance will be considered settled on the basis of the last answer provided, and there shall be no further appeal or review.

4. Time limits under this article may be changed by written mutual agreement only. A grievance shall be presented and adjusted in accordance with the steps outlined below.

## **Step One**

If the grievance is not resolved satisfactorily on an informal basis, it may be appealed to the Director of Labor Relations or designee, who will convene a hearing within twenty one (21) calendar days, after the receipt of the grievance. The Director of Labor Relations, or his/her designee shall render a written decision within twenty-one (21) calendar days from the date of the conclusion of such hearing. The staff member may be represented at such hearing by the Local Union President or his/her designee. The decision rendered herein shall be final except as provided below.

## **Step Two Arbitration**

1. In the event that the grievance has not been satisfactorily resolved in Step One, and the grievance either involved an alleged violation of the Agreement as described in the definition of a grievance in A.1 above or in the case of discipline involves the following contemplated or implemented penalties:

1. Suspension of more than twenty-four (24) hours
2. Demotion
3. Discharge

then a request for arbitration may be brought only by the Union through its President or his/her designee within thirty (30) calendar days from the date the Union received the Step One decision, by mailing a written request for arbitration to the Director of Labor Relations. If mutually agreed a small case pre arbitration conference may be scheduled to frame the issue or issues. All communications concerning appeals and decisions shall be made in writing. A request for arbitration shall contain the names of the University Department and the staff member involved, copies of the original grievance, appeal documents, and written decisions rendered at the lower steps of the grievance proceeding.

2. Within thirty (30) days of the execution of this Agreement the parties shall mutually agree upon a panel of three (3) arbitrators. Each member of the panel shall serve in turn. If a member of the panel is unable to serve, the next member in sequence shall then serve. In the event the parties are unable to agree upon a panel of arbitrators within thirty (30) days, arbitrators shall be selected, on a case by case basis, under the selection procedure of the Public Employment Relations Commission, until such time as the parties mutually agree upon a panel.

3. In non-disciplinary matters, the arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement or laws of the State, or any written policy of the State or sub-division thereof or of the University, and shall confine his decision solely to the interpretation and application of this Agreement. He/She shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him, nor shall be final and binding, consistent with applicable law and this Agreement. In no event shall the same question or issue be the subject of arbitration more

than once. The arbitrator may prescribe an appropriate back pay remedy when he finds a violation of this Agreement. The arbitrator shall have no authority to prescribe a monetary award as a penalty for a violation of this Agreement. Rules, regulations, formal policies or orders of the State or the University shall not be subject to revision by the arbitrator except if specifically provided herein. The fees and expenses of the arbitrator and recording of the procedure shall be divided equally between the parties. Any other cost of this proceeding shall be borne by the party incurring the cost.

4. Arbitrators in disciplinary matters shall confine themselves to determinations of guilt or innocence and the appropriateness of penalties and shall neither add to, subtract from, nor modify any of the provisions of this Agreement by any award. The arbitrator's decision with respect to guilt, innocence or penalty shall be final and binding upon the parties. In the event the arbitrator finds the staff member guilty, he/she may approve the penalty sought or modify such penalty as appropriate to the circumstances, in accord with discipline as set forth in paragraph C, above. Removal from service shall not be substituted for a lesser penalty. Removal from service shall not be substituted for a lesser penalty. In the event the arbitrator finds the staff member innocent or modifies a penalty, he/she may order reinstatement with back pay for all or part of period of suspension or reduction in grade for all or part of a period of suspension or reduction in grade for all or part of the period that the staff member was dismissed from service. The arbitrator may consider any period of suspension served or the period that the staff member was dismissed from service in determining the penalty to be imposed. Should the arbitrator's award provide reinstatement with back pay for all or part of a period of suspension, termination of service or reduction in grade, the staff member may be paid for the hours he would have worked in his normally scheduled work week, at his normal rate of pay, but not exceeding 40 hours per week or eight hours per day, less any deductions required by law or other offsetting income, for the back pay period specified by the arbitrator. The arbitrator's decision shall contain a short statement of the nature of the proceedings, the positions of the parties and specific findings and conclusions of facts. In addition, the arbitrator's decision shall discuss any of the testimony, evidence or positions of the parties which merit special analysis. The fees and expenses of the arbitrator and recording of the procedure shall be divided equally between the parties. Any other cost of this proceeding shall be borne by the party incurring the cost.

5. The arbitrator shall hold the hearing at a time and place convenient to the parties within thirty (30) calendar days of his acceptance to act as arbitrator and shall issue his decision within thirty (30) days after the close of the hearing.

6. In both disciplinary and non-disciplinary cases, a neutral arbitrator may hear and decide only one grievance during one arbitration proceeding unless otherwise mutually agreed in writing by the parties. In the event that either party asserts that the grievance is barred or waived by the grieving party's failure to follow procedures or adhere to the time limits specified in this Article, the neutral arbitrator selected in accordance with the provisions contained herein shall render a decision as to the waiver or bar or issue prior to any hearing on the merits of the grievance, unless the parties mutually agree in writing otherwise. The parties agree that the issue of waiver or bar shall not be decided by the same arbitrator who decides the merits of the grievance, unless the parties mutually agree in writing otherwise.

## **ARTICLE V**

### **Prior Benefits and Practices**

Any and all existing benefits, practices and general working conditions uniformly affecting all staff in the unit in effect on the date of this Agreement shall remain in effect to the extent they are modified by this Agreement. Regulatory policies initiated by the University which have the effect of work rules governing the conditions of employment in its various facilities and which conflict with any provision of this contract, provided that if the University changes or intends to make changes which have the effect of eliminating or altering such terms and conditions of employment, the University will notify the Union and, if requested by the Union within ten (10) days of such notice or of such change or of the date on which the change would reasonably have become known to the staff affected, the University shall within twenty (20) days of such request enter negotiations with the Union on the matter involved, providing the matter is within the scope of issues which are mandatorily negotiable under the Employer-Staff member Relations Act as amended and further, if a dispute arises as to the negotiability of such matters, then the procedures of the Public Employment Relations Commission shall be utilized to resolve such dispute.

## **ARTICLE VI**

### **Administration of Agreement**

The Union and the University shall upon the request of either party schedule quarterly meetings for the purpose of reviewing the administration of this Agreement and to discuss problems which may have arisen. Such meetings are not intended to by-pass the grievance procedure or to be considered negotiating meetings, but are intended to be a means of fostering good employer-staff member relations.

## **ARTICLE VII**

### **WAGES**

#### **A. Wage and Salary Program**

The parties acknowledge the existence and continuation during the term of this Agreement of the University Compensation Plan which incorporates in particular but without specific limit the following basic concepts:

1. A system of position classification with appropriate position descriptions.
2. A salary structure with specific minimum rates for each position.

3. Regulations governing the administration of the plan, including a Staff member Performance Evaluation.

4. The authority, method and procedures to effect modifications as such are required.

**B. Job Classification**

All position titles existing in the bargaining unit shall be classified by the University into four (4) categories: Technical, Service/Maintenance, Paraprofessional and Clerical.

**C. Correcting Payroll Errors**

Payroll errors amounting to one day's pay or more, when brought to the attention of the Payroll Department, shall be corrected within 2 payroll work days from the time the error is reported to Payroll by the affected staff member. Staff scheduled to be off on payday may receive their paycheck the day before payday in accordance with University policy.

**D. Wage Structure**

All Teamster classifications will be under the compensation system known as the Job Rate System. The Job Rate System shall be comprised of the following elements: Probation Rate, Job Rate, and Two Year Rate.

1. The Probation Rate is the minimum rate at which a new hire may be employed for any given classification. The probation rate is defined as 50 cents per hour less than the then existing job rate. Upon successful completion of the 180 day probation period, employees will receive an increase in their base rate of pay to the Job Rate for their classification, or 50 cents per hour, whichever is greater.
2. The Job Rate is the benchmark rate of pay for each classification. The Probation Rate and the Two Year Rate are calculated based upon the established Job Rate for each classification.
3. The Two Year Rate is the minimum rate of pay a new hire may receive upon completion of two (2) years of qualified service, exclusive of leaves of absence. Upon completion of two (2) years of qualified service, employees will receive an increase in their base rate of pay to the Two Year Rate for their classification, or 3.0% of their base rate of pay, whichever is greater. Service shall be calculated based upon the employee's current date of hire with the University in a regular full time or part time position.
4. The effective date for these adjustments shall be the first day of the first full pay period following completion of probation as a new hire or attainment of two (2) years service.
5. New Hires shall be hired at the established entry level rate (Probation Rate), except that the University shall have the right to hire, at its sole discretion, new employees at a higher entry rate not to exceed the then-existing rate for the two (2) year rate, provided the new hire has a minimum of four (4) years of outside relevant experience. Employees so hired will not receive adjustments to their pay rate upon completion of probation or two years of service.

6. The University and Teamsters Local 97 agree that no new hire may be placed higher than the two year rate, except where extraordinary circumstances exist as determined by the Director of Human Resources Services and the Director of Compensation Services. The University will provide the union with written notice of such exceptions within five (5) business days of such an offer being extended, which shall set forth the extraordinary circumstances deemed to exist..
7. In addition to the base pay adjustments at various points in time associated with the Job Rate System, incumbent staff will also receive all across-the-board increases negotiated as part of the collective bargaining agreement.

E. Salary Program July 1, 2006 - June 30, 2010

It is agreed that during the term of this Agreement, July 1, 2006 - June 30, 2010, the following salary and fringe benefit improvements shall be provided to eligible staff in the unit within the applicable policies and practices of the University and in keeping with the conditions set forth herein. Subject to the State Legislature enacting appropriations for these specific purposes, the University agrees to provide the following benefits effective at the time stated herein.

Effective July 1, 2006

Effective July 1, 2006, all employees in the bargaining unit as of the date of ratification of this contract, having also been employed in an eligible UMDNJ title as of June 30, 2006, shall receive an across-the-board increase in salary of 2.5% of the June 30, 2006 salary, retroactive payment to July 1, 2006.

The job rates will be increased as follows:

Technical	2.5%
Service/Maintenance	2.0%
Paraprofessional	2.5%
Clerical	2.0%

Effective July 1, 2007

Effective the pay period beginning closest to July 1, 2007, all employees in the bargaining unit having also been employed in an eligible UMDNJ title as of June 30, 2007, shall receive an across-the-board increase in salary of 2.5%.

The job rates will be increased as follows:

Technical	2.5%
Service/Maintenance	2.0%
Paraprofessional	2.5%
Clerical	2.0%

Fiscal Year 2009 and 2010

The University and the Union will negotiate wage increases and shift differential effective 7/1/08 and 7/1/09 through the wage re-opener.

**Shift Differential**

Effective January 1, 2007, the shift differential will be increased to \$1.75/hr. Effective January 1, 2008, the shift differential will be increased to \$2.00/hr.

Shift differential will be paid to members of the bargaining unit for complete shifts only. To be eligible for a shift differential, an employee must work half or more of his/her regularly scheduled hours after 3:00 pm or before 6:00 am.

Employees assigned to the day shift in EMS as of the date of this MOA shall be grandfathered with respect to their receipt of shift differential for hours worked after 3 PM. Individuals employed or transferred to the day shift subsequent to this date shall be paid shift differential consistent with the above guidelines.

F. All salary adjustments shall be subject to the terms and conditions of the appropriation legislation and administered consistent with the appropriate demands of the University Compensation Plan and subject to the appropriation of and release to the University by the State of adequate funding for the specific purpose identified for the full period convened by that Agreement.

G. The parties to this Agreement understand that the public services provided to the citizenry of the State of New Jersey requires a continuing cooperative effort. They hereby pledge themselves to achieve the highest level of service by jointly endorsing a concept of intensive productivity improvement which may assist in realizing that objective.

**ARTICLE VIII**

**HOURS OF WORK AND OVERTIME**

A. Hours of Work

1. The regularly scheduled standard workweek is assigned as either 35 hours, 37 1/2 hours, or 40 hours. Part-time staff are assigned workweeks shorter than the standard workweek, but at least 20 hours or more. A "day" is defined as the regularly scheduled workweek divided by 5.

2. All full-time staff shall be scheduled to work a regular shift as determined by the University which work shifts shall have stated starting and end of shift. When scheduled changes are made, the maximum possible notice shall be given and the staff member's convenience shall be given consideration.

3. A staff member whose shift has changed shall be given at least ninety-six (96) hours notice, except in the case of an emergency.

4. Work schedules shall provide for a fifteen (15) minute rest period during each one half (1/2) shift. Staff who are required to work beyond their regular end of shift into the next shift shall receive a fifteen minute rest period when the period of work beyond their regular shift exceeds two (2) hours.

5. The University agrees to give fourteen (14) calendar days notice to bargaining unit members when their functional unit switches the length of the daily tour of duty.

6. The time record of a staff member shall be made available for inspection on his request.

7. When a staff member is called to work outside his regularly scheduled shift, he shall be compensated for the actual hours worked. He shall be guaranteed a minimum of two (2) hours compensation whether or not the two (2) hours are worked, except when the end of the call-in period coincides with the beginning of his/her regular shift.

1. Except for EMS 12 hour staff, the normal schedule shall include ~~a~~; *a* provision for an unpaid meal period during the mid portion of the work day. There shall be a minimum of one-half (1/2) hour provided for the meal period, except in emergency situations.
2. Any staff member required to be on call shall be compensated at the rate of \$2.75 per hour.

#### B. Overtime

1. The University conforms to the Fair Labor Standards Act (F.L.S.A.).

2. All staff shall be compensated at one and one half (1 1/2) times the regular rate of pay for all hours worked in excess of forty (40) hours. Overtime pay and other premium pay shall not be pyramided.

3. Such overtime hours shall be compensated either by (a) cash, or (b) compensatory time off at the rate of one and a half (1 1/2) hours for each hour worked.

4. All unworked but paid holidays shall be counted as hours worked for overtime and all paid vacation time shall be counted as hours worked for overtime purpose. However, all paid sick time shall not be counted as hours worked for overtime purposes. For twelve hour staff, holiday hours paid for but worked shall be counted for overtime purposes. These hours shall be counted on an hour for hour basis towards the forty (40) hours.

5. Insofar as the same is practical and consistent with the efficiency of operations, overtime shall be scheduled and distributed on a rotational basis by job classification within each functional work unit without any discrimination. To the extent that it is practical and reasonable

to foresee, the University shall give the staff as much advance notice as possible relative to the scheduling of overtime.

6. For the purpose of this provision, each staff member is expected to be available for overtime work. A staff member who refuses an overtime assignment shall be considered to have worked for the purpose of determining equal distribution of overtime. Once a staff member is scheduled and accepts an overtime assignment, he shall be subject to all University rules and regulations and the appropriate provisions of this Agreement.

7. In cases where there are no volunteers and overtime is required, then the least senior qualified staff member of the staff on duty shall be required to stay and work the overtime. Such mandatory overtime shall be rotated starting with the least senior qualified staff member.

8. Lists reflecting the overtime call status of the staff shall be available to the Union in the functional work unit.

9. Supervisors shall be required to maintain accurate weekly records of staff member's compensatory time balances. This record shall be made available for inspections upon request of the staff member.

## **ARTICLE IX**

### **HOLIDAYS**

A.1. The following shall be the scheduled holidays for the bargaining unit:

- New Year's Day
- Martin Luther King's Birthday
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas

2. Members of the bargaining unit will have six (6) float holidays. Except in case of an emergency, a request for Float Holiday, must be submitted to the staff member's supervisor for review and approval at least five (5) business days in advance of its use. Part-time staff members shall receive float holidays on a prorated basis (i.e. 50% staff working in a 40 hour title shall receive twenty-four (24) hours of float holidays per annum).

3. Float holidays may be used for emergency, personal matters, observance of religious or other days of celebration (but not officially recognized University holidays).

4. Supervisors shall have the right to require proof of an emergency. Failure of any staff member to supply such proof shall result in without pay for the day(s) and appropriate disciplinary action may be taken.

5. If an extra holiday is declared by the University, the University may designate the day the holiday will be observed. If the University finds this impractical, then the staff member may schedule a day off for the extra holiday at his discretion with the supervisor's approval.

6. On services requiring seven-day coverage, consistent with good patient care, the University will make every effort to rotate major holidays among the staff within the work unit.

7. If a bargaining unit member is required to work on New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving or Christmas, he/she shall be paid at a rate of time and a half the regular rate of pay for all hours worked, in addition to receiving an alternate day off from work or payment at the option of management. If a bargaining unit member is required to work on the Day After Thanksgiving or Good Friday, he/she shall be paid at the basic rate, in addition to receiving an alternate day off.

8. All bargaining unit members hired or returning from unpaid leaves of absences between January 2 and July 1 of any year will be credited with three (3) float holidays within one full pay cycle after July 1. No float holidays will be credited for individuals hired or returning from leave from July 2 - December 31. (Individuals returning from leave from January 2 to July 1 will only receive the three float holidays if they did not already receive float holidays for the particular year).

## SECTION B

### Holidays for Twelve Hour Shift Staff

All full and part-time staff in active status January 1 of each year will be credited with six (i.e. 48 hrs.) float holidays and may use these holidays in accordance with University Policy and this Article.

Full and part-time staff that are routinely scheduled to work twelve (12) hour shifts shall be compensated for the nine (72 hrs.) University designated holidays as follows:

For the period July 1 through November 30 of each year of this Agreement, each staff member will be compensated, in a lump sum payment in December, for all four (4) University designated holidays which fell within the period while the staff member was actively employed. A staff member not in active status on a day designated by the University as a holiday will not receive compensation for such holiday.

For the period December 1, through May 30 for each year of this Agreement, each staff member will be compensated, in a lump sum payment in

July, for all five (5) University designated holidays which fell within this period while the staff member was actively employed.

A staff member not in active status on a day designated by the University as a holiday will not receive compensation for such holiday. A staff member scheduled to work on a University designated holiday will be compensated, in accordance with University policy, at the rate of time and one-half his/her base rate of pay for all hours worked on the holiday. Such compensation will conform, where appropriate, to the treatment given Over-time pay in Article VIII-B3.

Upon termination of employment or upon transfer out of the twelve hour shift, the staff member will be compensated for accrued holiday pay for any University designated holiday which has not been paid less any monies the staff member may owe the University.

## **ARTICLE X**

### **VACATIONS**

For the purposes of this contract a “day” is defined to be an employee’s scheduled weekly hours divided by five.

#### **A. Vacation Benefits**

All staff covered by this agreement will be entitled to the following vacation schedule:

Amount of Service:

1.	Up to the end of the first calendar year	1 1/4 working days for each month
2.	From 1 to 10 years	1 1/4 working days for each month
3.	From 11 to 20 years	1 2/3 working days for each month
4.	Upon completion of 20 yr	2 1/12 working days for each month

#### **B. Vacation Schedules**

Subject to the pressure of the proper patient care, the choice of vacation time will be determined within the work unit on the basis of University seniority subject to the current University vacation policy.

### C. Use of Vacation Time

1. After the initial ninety (90) days of employment, vacation allowance may be taken as accrued. Vacation allowance must be taken by the end of the calendar year following the calendar year in which it is accrued.

2. A staff member may carry one (1) year of earned vacation time over into any new calendar year. If he/she wants to carry over more than one (1) year of earned vacation time, he/she may make this request in writing to the appropriate department head and the Director of Human Resources Services..

3. All regular part-time staff who are included in this bargaining unit shall accrue vacation leave credit on a proportionate basis.

4. Staff will not be charged for vacation leave on a holiday or for the scheduled day off in lieu of a holiday.

5. When a staff member is on vacation and requires sick leave for any portion of that vacation leave, he/she must immediately request the use of accumulated sick leave, in accordance with the University policies through the designated authority. Such requests may be made by telephone, telegram or letter, but if by phone, should be confirmed by telegram or letter. No sick leave will be credited unless supporting medical evidence verifying the illness or injury is presented.

6. Departmental policies shall not automatically restrict the amount of vacation time which a staff member can request to use at one time. The granting/denial of such a request shall be based on the operational needs of the department.

### D. Notice Approval

Vacation time may be taken only after the staff member has given prior notice to and received the written approval of his department head. Where a staff member has an earned vacation balance which has not been previously scheduled on or before July 1, the Supervisor will meet with the staff member to determine a schedule of such vacation time so that no accrued vacation time will be lost. It shall be the responsibility of a Department to provide any needed coverage for a staff member granted vacation leave.

### E. Separation

A staff member who terminates by resignation will give the University twenty one (21) days written notice. Staff who resign will be entitled to all accrued but unused vacation and compensation time, less any sick time advanced but not accrued.

Staff members who terminate by resignation or for any other reason must return all University property, including but not limited to ID cards, parking tags and keys, and computer software.

After submitting a notice of resignation, a staff member shall only be eligible to use a maximum of two (2) float holidays within the last three (3) weeks of employment, provided the request(s) for such float holiday(s) are approved.

F. Death

If a staff member dies having vacation credits accrued within the limits in (a) above, a sum of money equal to the compensation computed on said staff member's wage rate at the time of death shall be calculated and paid to the staff member's estate.

## ARTICLE XI

### SENIORITY AND TRANSFERS

A. Seniority

1. Job Promotion

Seniority will be one of the criteria for job promotions.

2. Seniority

Seniority will be credited from date of hire to all regular staff upon the completion of one hundred eighty (180) days probationary period. The University reserves the right to extend the initial probationary period up to an additional thirty (30) days for full and part-time staff.

Probationary staff are eligible to use sick time upon accrual and all other accrued benefit time after ninety (90) calendar days.

3. Seniority will prevail in layoffs due to economic reasons or reorganization. Bumps shall be accordance with layoff procedure outlined in section D of this article. Laid off staff will be provided a minimum of 3 weeks notice

4. Changes in Status

A voluntarily transferred, or promoted staff member serves a 90-day probationary period on the new job with a possible 90 day extension. If the staff member fails to perform satisfactorily he/she may be returned to his/her former job (if still open) or placed in a suitable open position. If no suitable open position is available, the employee will be placed on lay-off and on the recall list for one year.

When involuntarily transferred to a new position, there shall be no probationary period applied.

A staff member who is reclassified shall not be required to serve a probationary period.

5. Termination of Seniority

A staff member's seniority is broken, by resignation, discharge, other types of termination, lay-off of more than one year, or refusal of a suitable position while on lay-off.

B. Transfers

1. Voluntary Transfers from One Work Unit to Another Work Unit

a. The Human Resources Department shall prepare for posting on the University web site all actual or anticipated regular vacancies within the University.

b. Non probationary staff who wish to make application for any such vacancy shall submit their applications on-line via the University's web-based tracking system.

c. Selection shall be based on the qualifications of the applicants, seniority and the welfare of the University.

d. All accumulated leave benefits will be transferred with the staff member.

e. When an eligible staff member is not transferred for reasons other than lack of seniority, such staff member shall be notified of the reasons for denial of transfer in writing by the Human Resources Department.

f. Staff may attend internal job interviews during work hours without loss of pay or accruals provided that prior approval has been obtained from his/her Department Head. Travel time in excess of 1/2 hour between campuses is not included in the above. Any additional travel time may be charged to available accruals other than sick time or shall be unpaid.

2. Involuntary Transfer from One Unit to Another Unit

a. No involuntary transfers shall be made except for just, fair and equitable cause.

b. Where requested, the Human Resources Department shall furnish to the staff member who has been transferred, an explanation in writing for the transfer.

c. All accumulated leave benefits will be transferred with the staff member.

C. Contracting Services

1. If the University contemplates contracting for work normally performed by staff covered by this Agreement, the University agrees two weeks prior to the execution of such contract, to meet with the Union for discussion of the proposed contract.

2. If such a contract is executed, the University agrees to give displaced staff consideration concerning other positions at the University for which they are qualified.

a. If such subcontract necessitates the layoff of personnel, affected staff shall be given at least thirty (30) calendar days notice prior to being laid off.

#### D. Layoff, Placement and Bumping

When an individual is identified for lay off, the staff member will follow the process below:

a. First, an employee identified for layoff will be offered the opportunity to fill a vacancy in his/her current title within the operating unit and campus. No probationary period for employees. If the employee chooses not to accept the vacancy offered, the employee may opt to be placed on the recall list.

b. Second, if a vacancy pursuant to "a" above is not available, the employee will be offered a vacancy in his/her current title on the campus. No probationary period for employees with 10 or more years of UMDNJ service. If the employee chooses not to accept the vacancy offered, the employee may opt to be placed on the recall list.

c. Third, if a vacancy pursuant to "a" or "b" above is not available, the employee will be offered the opportunity to fill a vacancy in the employee's current title first or immediate prior title University-wide. No probationary period for employees with 10 or more years of UMDNJ service. If the employee opts not to fill a vacancy offered under this section, the employee may opt to be placed on the recall list or to proceed to "d" below.

d. Fourth, if the employee is not placed in a vacancy pursuant to "a", "b" or "c" above, the employee may bump the least senior employee in his/her current title within the operating unit and campus. If an employee opts not to exercise his/her bumping rights under this section, the employee may opt to be placed on the recall list. If the employee is unable to bump under this section, the employee may exercise right under "e" below. No probationary period for employee with 10 or more years of UMDNJ service.

e. Fifth, the opportunity to bump is not available pursuant to "d" above, the employee may bump the least senior employee in his/her current title campus-wide. If an employee opts not to exercise his/her bumping rights under this section, the employee may opt to be placed on the recall list. If the employee is unable to bump under this section, the employee may exercise rights under "f" below. No probationary period for employees with 10 or more years of UMDNJ service.

f. Sixth, if the employee is not offered the opportunity to bump pursuant to “e” above, the employee may bump the least senior employee in his/her immediate prior title campus-wide. If the employee opts not to exercise his/her bumping rights under this section, the employee may opt to be placed on the recall list. No probationary period for employees with 10 or more years of UMDNJ service.

g. Seventh, if an employee is not offered a vacancy pursuant to “a”, “b” or “c”, or the opportunity to bump pursuant to “d”, “e” or “f” above, an employee may opt to fill a vacancy in a lower classification in the following Job Series attached as Exhibit A. If there is no vacancy, the employee may bump down in a lower classification in the following Job Series attached as Appendix B. No probationary period for employees with 10 or more years of UMDNJ service.

This provision (g) shall automatically expire on the last day of the Agreement which commences July 1, 2006.

## **ARTICLE XII**

### **STAFF BENEFITS**

#### **A. Health and Retirement Benefits**

All members of the unit who are eligible for the State's health insurance pension/life insurance benefits shall be provided with these benefits on the same basis and to the same extent provided to all State staff whose contracts expired June 30, 1999. Should negotiations or legislative action change these benefits for State staff during the life of this contract, the benefits for eligible members of the unit shall change accordingly. If the State should notify the University that they will not cover part-time (less than 35 hr per week) staff members, the University will not continue such coverage.

#### **B. Staff Protection**

The University agrees to continue its policy of maintaining appropriate insurance to cover all damages, losses or expenses arising whenever any civil action has been or shall be brought against a staff member for any act or omission arising out of and in the course of the performance of the duties of such staff member.

#### **C. Uniforms**

Effective July 1, 2006, the annual uniform allowance for all non-EMS staff required to wear uniforms but not provided with uniforms by the University will be:

FY07 \$500.00  
FY08 \$500.00

And the annual uniform allowance for EMS staff shall be:

FY07 \$700.00

FY08 \$750.00

(this allowance shall be pro-rated for part-time staff). .

D. Physical Examination

If necessary the University will provide to each member of the bargaining unit a physical examination at the time of employment. Thereafter, an examination will be provided if required by the appropriate accrediting authority, by the University or by statute.

E. Tuition Refund Plan

The University shall provide tuition reimbursement up to a maximum of three thousand dollars (\$3,000.00) per calendar year.

F. Preceptor Pay

Effective January 2, 2000, EMS Paramedics or EMT's will receive an additional one dollar (\$1.00) per each hour functioning as a preceptor.

G. Dental Care Program

It is agreed that the State shall continue the Dental Care Program, during the period of this Agreement. The program shall be administered by the State and shall provide benefits to all eligible full-time unit staff and their eligible dependents.

H. Temporary Disability Plan

Staff are covered by the State of New Jersey Temporary Disability Plan. It is a shared cost plan which provides payments to staff who are unable to work as a result of non work connected illness or injury and have exhausted their accumulated sick leave.

I. Prescription Drug Program

The State Administered Prescription Drug Program shall be continued in keeping with the legislative appropriation.

J. Parking

Beginning July 1, 1993 and for every fiscal year until a successor agreement is concluded, the parking fee for all bargaining unit members will be equal to 0.5% (one half of one percent) of the base salary as of the last pay period of the previous fiscal year. All staff hired during any fiscal year shall pay prorated fee for the remainder of the fiscal year based on their salary at time of hire.

### **ARTICLE XIII**

#### **CLASSIFICATION OF NEW POSITIONS AND JOB DESCRIPTIONS**

A. When a new position is created during the life of this agreement, the University shall designate the job classification for said position. In the event the Union objects to the designated rate, it shall have the right to submit its objections and supporting data in writing to Compensation Services. The decision by Compensation Services shall be final.

B. The University shall upon written request provide the Union with a copy of any job description within the Unit. The University shall further provide copies of new job descriptions or those job descriptions which are changed.

C. 1. Effective October 3, 1996, appointment to an acting position and the determination of the appropriate compensation for such appointment shall be in accord with Human Resources policy 30-01-30-65:00 Acting Appointment, in effect on date of ratification of this agreement. Such appointment must cover at least thirty (30) consecutive calendar days and assumed on a full-time basis.

2. Beginning July 1, 1996, the University will provide notification to the Union of acting appointments within six (6) months of each appointment.

D. The University agrees to inform the Union of changes in the status of staff members who are placed in confidential status.

### **ARTICLE XIV**

#### **STAFF MEMBER PERFORMANCE EVALUATION**

A. Staff member performance shall be evaluated and reviewed with the staff member annually by the staff member's supervisor. Each overall evaluation shall fall into one of the following categories: "5", "4", "3", "2", "1"

B. Each staff member shall be notified of the rating determined for him and given an opportunity to participate in the formulation of performance standards and improvement goals for the next appropriate evaluation. The period of such re-evaluation should be established consistent with the performance standards and improvement goals developed by the Supervisor and the staff member.

C. The staff member shall be provided with copies of the performance evaluation and the agreement on performance standards and improvement goals. All evaluations shall be signed by the supervisor and by the staff member before being placed in the staff member's personnel file. The staff member's signature shall signify that the staff member has seen and reviewed the evaluation, but not that he necessarily concurs with its contents.

D. The supervisor shall review the performance deficiencies with the staff member receiving a rating of "2", and shall counsel the staff member as to appropriate steps which should be taken to improve performance and shall review with the staff member any warnings or prior counseling received with respect to performance. The staff member's performance must be re-evaluated after another three month period (within 90 days) If upon re-evaluation the performance has not come up to a satisfactory/meets standards level, the re-evaluation shall be considered to be a final warning for purposes of the disciplinary process. The supervisor shall also advise the staff member that failure to improve performance may result in further discipline up to and including discharge.

E. A "1" performance evaluation shall be considered as a final warning for purposes of the disciplinary process. The supervisor shall review the performance deficiencies with the staff member and shall counsel the staff member as to appropriate steps which should be taken to improve performance and shall review with the staff member any warnings or prior counseling received with respect to performance. The performance of staff evaluated as "1" shall be carefully monitored by the supervisor. If the staff member's performance improves to the level of satisfactory/meets standards or better, then the staff member shall be re-evaluated six months after the date of the unsatisfactory rating. If performance remains below the satisfactory/meets standards level, such staff member shall be discharged.

F. Prior to evaluating a staff member "1" or "2", the staff member's supervisor must notify the staff member that his/her performance is deficient. Such notification shall be made through a written memorandum, documented counseling notice, and/or written warning regarding performance issues. In addition, such notification shall contain a description of the performance deficiencies and the corrective actions needed to remedy the performance deficiencies.

In the event such notification is not provided, the Campus Labor Relations Coordinator shall advise the issuing Supervisor that the employee must be properly informed of his/her performance deficiencies and given a three (3) month assessment period for a re-evaluation. Should the re-evaluation result in a satisfactory rating, the previous evaluation shall be void and expunged from the employee's personnel file. Should the re-evaluation continue to reflect a "1" or "2", the prior evaluation shall be maintained in the personnel file and appended to the re-evaluation. Whether notification was provided shall be subject to the grievance procedure.

Upon the mutual consent of the staff member and his/her supervisor, the staff member, his/her supervisor, a representative from Labor Relations, and a Union representative shall meet to discuss performance issues. Such a meeting shall not be considered part of the grievance procedure. Further, the performance rating of the staff member is not subject to the grievance procedure.

## ARTICLE XV

### LEAVES OF ABSENCE

#### A. Sick Pay and Leaves of Absence

Sick pay and leaves of absence shall be in accordance with University Policies. A leave of absence is defined as: an unpaid absence from work for a continuous and specific period of time with the consent of the Department Head and with the understanding that the staff member will return to work at the conclusion of the leave.

#### B. Sick Pay

1. Effective January 1, 2001, all bargaining unit members shall receive one sick day per month.

2. Beginning January 1, 1997, staff with five (5) or more years of service will be eligible for an emergency advance of up to one (1) year's equivalent of sick leave under the following circumstances:

A. At least twenty (20) days have been or will have been continuously used for the same emergency immediately before any of the advanced days. These days must have been used to cover absences for illness.

B. The staff member has not been the subject of a written warning, suspension or any other discipline for attendance within the previous year. All evaluations over the last two (2) years must have been satisfactory.

C. The application for the advance must be approved by the Department Head and accompanied by documentation of the illness.

D. The application must also be approved by the Director of Human Resources Services or his/her designee.

E. The approval/disapproval of the application for the emergency advance of sick leave is grievable up to Step II of the Grievance Procedure. The decision of the Step II Hearing Officer is subject to arbitration limited to the issue of whether procedural requirements have been met for denial of the benefits.

3. Sick pay accruals are cumulative from one year to the next.

4. Staff are required to comply with the departmental call in procedure. If the illness extends beyond one day, the staff member must continue to call in ill each day unless they have already indicated to their supervisor an expected return date. If the illness extends beyond the expected return date he/she must call in with a new expected return date.

5. Staff taken ill while on duty and who leave their work station with their supervisor's permission shall be paid for the time spent on the employer's premises and may use accrued sick leave if they desire payment for the balance of the work shift. Staff may be excused by their supervisor.

6. Whenever a regular staff member retires, except a staff member who elects deferred retirement, pursuant to the provisions of a state administered retirement system and has to his/her credit any accrued sick leave, he/she shall be compensated for such accrued sick leave as follows:

The supplemental compensation amount payment shall be computed at the rate of one-half (1/2) of the eligible staff member's daily rate of pay for each day of unused accumulated sick pay accruals based upon the average annual base rate of compensation received during the last year of his/her employment prior to the effective date of his/her retirement provided however that no lump sum supplemental compensation payment shall exceed \$15,000.

The compensation shall be paid in accordance with the State rules then applying.

C. Death or Critical Illness in the Immediate Family:

At the time of a death of a family member, up to three (3) consecutive work days off with pay will be granted to the staff member provided he/she is scheduled to work those days, and provided sick leave or other paid leave is accumulated to the credit of the staff member, and is so charged. Family members are defined as spouse, children, parents, brothers, sisters, grandparents, grandchildren, parents-in-law or other relatives or significant others living in the staff member's household. The definition of family member, parent, and child, grandparent, grandchild is as defined by the University's FMLA policy. If the family member lives out of state or country, the staff member may request additional time and utilize their accrued time or be granted unpaid leave. The staff member shall be required to bring in documentation that he/she will be out of the country as a result of a death in the family.

In cases where the death 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 provided sick pay or other paid leave is accumulated to the credit of the staff member, and is so charged. A short period of emergency attendance upon a member of the staff member's immediate family who is seriously ill and requiring the presence of such staff member may be granted in accordance with University Policy.

Leave granted under this section shall not be used as the basis for discipline under University Policy.

D. Medical Leave

1. A medical leave shall be granted upon presentation of a letter to Human Resources from the staff member's personal physician which must state:

when the staff member's inability to work commenced, nature of the illness, and expected date the staff member will be able to return to work.

2. Paid and unpaid sick time will be provided to the staff member per University policy and in conformance with FMLA guidelines.

3. A letter from the staff member's personal physician indicating the staff member is able to return to work must be presented before or at the time of the staff member's return to work and clearance obtained through Student & Staff member Health Services where applicable.

E. Military Leave

Staff request for military leave will be governed by applicable State and Federal Statute.

F. Jury Duty

1. A staff member covered by this Agreement shall be granted necessary time off without loss of pay when he/she is summoned and performs jury duty as prescribed by applicable law.

2. In no case will Jury Duty be granted or credited for more than the standard work day or work week for the staff member's position. The staff member shall notify management immediately of his requirement for this leave, and subsequently furnish evidence that he performed the duty for which the leave was requested.

G. Leave of Absence Due to Injury

1. Any staff member in this bargaining unit who becomes disabled because of a job related injury shall if approved by Risk and Claims Management be granted a leave of absence. Payment during such leave will be made in accordance with the New Jersey Worker's Compensation Act, except that in cases where the physical injury arises in and out of the course of the performance of assigned job duties and functions, payment will be seventy (70%) per cent of salary.

2. If not approved by Risk and Claims Management application may be made to use sick leave, if available and then application may be made for a medical leave of absence under University Policy.

H. Marriage

A regular staff member will be granted up to two (2) weeks leave of absence without pay when requested for their marriage.

I. Personal

In certain circumstances staff may be permitted to take unpaid leaves of absence from their positions with the University. Leaves of absence may be applied for and are available to permanent full-time and part-time staff working more than twenty (20) hours per week provided they have completed six months of continuous service. Requests for leave of absence, the reasons for the leave and duration must be submitted in writing to the staff member's supervisor along with any supporting documentation at least two weeks prior to the requested starting date of the leave except in the case of a bona fide emergency. The maximum length of unpaid leaves are:

#### TYPES OF LEAVE MAXIMUM LENGTH

Personal Leave 1 month  
Education 6 months in any calendar year  
Military In accordance with Federal Law

#### J. Return from Leaves

A staff member timely returning from a leave of absence without pay will be returned to work without diminution of salary or other tangible benefits, except as otherwise provided in this Agreement, and in the same or equivalent job classification.

### ARTICLE XVI

#### POLICY AGREEMENTS

A. Neither the Union nor any staff member represented by it will engage in or support any strike, work stoppage or other job action.

B. No lockout of staff shall be instituted or supported by the University during the term of this Agreement.

C. The Union recognizes its responsibility as exclusive collective negotiations agent and agrees to represent all staff in the unit without discrimination.

### ARTICLE XVII

#### UNIVERSITY - UNION BUSINESS

#### A. Union Activity

1. The University agrees that during working hours, on its premises and without loss of pay, or when otherwise agreed upon, Chief Stewards and Union Stewards previously designated and authorized to represent the Union and recognized by the University shall be allowed to:

- a) Represent staff in the unit at grievance hearings.
- b) Investigate a grievance which has been formalized and submitted in writing, providing that such investigation time will be limited to a maximum of one hour and further provided there is no interruption of work activities. In emergency situations these limitations may be extended.
- c) Submit Union notices for posting.
- d) Attend negotiating meetings if designated as a member of the negotiating team and scheduled to attend by the Union.
- e) Attend scheduled meetings with the University and its representatives concerning the application and administration of this Agreement.

2. The authorized Union representative shall provide reasonable notification to his supervisor and to the appointing authority whenever he requests permission to transact such Union business. Permission will not be unreasonably withheld. It is further understood that the supervisor has the right to seek adjustment of appointments when the work situation warrants this.

#### B. Union/University Representation

1. The Union shall furnish the Director of Labor Relations or other designee of the University a list of all official Union Representatives, specifying their authority and showing the name, title or office for each and the department and shifts for which they function. The Union shall notify the University of any changes in the list and keep it current.

2. The University will furnish the occupational title of every University staff member such as Director of the Hospital, Department Heads or subordinate level department supervisors or Human Resources representatives who have the authority from the University to be considered either the immediate supervisor of any negotiations unit staff member for oral or written complaint, or written grievance purposes, or who are otherwise empowered by the University to interpret or apply the terms and provisions of the Agreement on behalf of the University.

3. Both parties agree to recognize and deal with only properly authorized and empowered University or Union representatives who are officially made responsible by the parties' written compliance with the Section of this Article.

4. Staff designated by the Union as stewards will be allowed to wear identification including Union insignia and their name, department and shift providing the identification does not become hazardous in the duties of said staff member.

5. It is agreed that the Union will appoint or elect up to one Shop Steward for each one hundred members of the bargaining unit. There will be a minimum number of twenty-eight

(28) stewards during the life of the agreement. The following officers listed below will be recognized by the University in their defined authority to act for the Union:

President, Secretary-Treasurer, Attorney of Record, 3 Business Agents, and Consultants designated by the Union.

C. Union Privileges

The following privileges shall be made available to the Union, provided they are not abused and subject to all pertinent rules and regulations of the University:

1. Telephone calls from Teamsters Local 97 to Union Officers or Shop Stewards will be taken directly by the Officer unless he/she is not available in which case a message shall be transmitted to the Officer as soon as possible.

2. Where there are public address systems in the work areas, the Union may submit calls for Union representatives which will be announced.

3. Where the Union has mail to be delivered to its Officers or Shop Stewards, the interoffice mail system will be made available, provided that priority is retained for the business of the University.

4. The Union shall be allowed to conduct normal business meetings on University properties, provided that space is available, requests are made and approved at least one (1) week in advance of the proposed date of use and that liability or the damages, care and maintenance and any costs which are attendance thereto are borne by the Union. Staff may attend such meetings only during off duty hours.

5. The Local President may request use of available space for use as an office or for the storage of papers and files of the Teamsters Local. Provisions of such space shall not be unreasonably withheld when available; however, the University shall not incur any liability for loss or damage that may occur. Further, the Union may be permitted to furnish file cabinets or other equipment to the commitment above and under the same conditions. The permission to utilize facilities of the University may be withdrawn at any time.

D. Reassignment (for Union Officers and Stewards)

1. The University and the Union recognize that Union Officers and Stewards have in their relationship to their jobs a need for continuity in the assigned shift and location which exceeds that of other fellow staff. It is agreed, therefore, that these Union Officers and Stewards will not be routinely reassigned.

2. Union Officers and Stewards shall not be reassigned, unless special circumstances warrant it. This provision will not be used unreasonably or arbitrarily.

E. Bulletin Boards

1. The University will provide space on centrally located bulletin boards which will be used exclusively for the posting of Union notices. The space provided at each bulletin board will be a minimum of 30" by 30".

2. The material to be posted on the bulletin boards will be brought to the Director of Labor Relations or his/her designee, by the Union for approval. The Union business agent shall make the postings.

3. The material to be placed on the Union bulletin boards will consist of the following:

- a) Notices of Union elections and the results of elections
- b) Notices of Union appointments
- c) Notices of Union meetings
- d) Notices of Union social and recreational events
- e) Notices concerning official Union business.

4. The designated Human Resources Officer will approve the posting except when such material is profane, obscene, defamatory of the State or University and its representatives or which constitutes election campaign propaganda.

#### F. Union Dues Deductions

1. The University agrees to deduct from the regular paycheck of staff included in this bargaining unit, dues for the Teamsters Local 97, provided the staff member authorizes such deduction in writing in proper form to the Campus Human Resource Office.

2. Union dues deductions from any staff member in this negotiating unit shall be limited to the Teamsters Local 97, the duly certified majority representative.

3. Dues or fees so deducted by the University shall, within ten (10) days of the date of deduction, be transmitted to the designated officer of the Union, together with a listing of the staff included.

4. The Secretary-Treasurer of the Union shall certify to the University the amount of Union dues and shall notify the University of any changes in dues structure thirty (30) days in advance of the requested date of such change.

5. The University shall deduct the union dues from a new staff member as possible after thirty (30) days from the beginning date of employment in a position in this unit.

#### G. Leave for Union Activity

The University agrees to provide leave of absence with pay for delegates of the Union to attend Union activities. A total of twenty-five (25) days of such leave may be used each year of this Agreement. The total is an aggregate total for the entire bargaining unit. If additional days are necessary, a written request will be made to the University's Director of Labor Relations for consideration.

This leave is to be used exclusively for participation in regularly scheduled meetings or conventions of labor organizations with which the Union is affiliated or for training programs for Stewards and Union Officers and for which appropriate approval by the University is required. Written notice, from the Union of the authorization of an individual to utilize such leave time shall be given to the University Personnel Office where the individual is employed at least twenty-one (21) days in advance of the date or dates of such meeting except in an emergency, less notice may be given. It is intended to be fairly distributed among Institutions of the University. Granting of such leave to a staff member shall not be unreasonably withheld by the University.

Leave will be granted to individuals authorized by the President or the Business Manager of the Union, but shall be limited to a maximum of ten (10) days of paid leave in a year period and five (5) days of paid leave for any single conference or convention for any individual staff member except in the case where special approval or an exception may be granted by the University.

In addition, the University agrees to provide leave of absence without pay for delegates of the Union to attend Union activities approved by the University. A total of ten (10) days of such leave of absence without pay is to be used under the same conditions and restrictions expressed in connection with the leave of absence with pay. This time limitation may be extended by written mutual agreement between the Union and University.

#### H. Grievance Investigation - Time Off

When a grievance has been formally submitted in writing and the Union represents the grievant, and where the Union Chief Steward, Steward, or other Representative Officer requires time to investigate such grievance to achieve an understanding of the specific work problem during work hours, the Chief Steward, Steward or Officer will be granted permission and reasonable time, to a limit of one (1) hour, to investigate without loss of pay. It is understood that the supervisor shall schedule such time release providing the work responsibilities of the Chief Steward, Steward or Officer and of any involved staff member are adequately covered and providing further there is no disruption of work. Such time release shall not be unreasonably withheld and upon request could be extended beyond the one (1) hour limit for specified reasons, if the circumstances warrant an exception to this limit. Where a Union Steward serves a mutually agreed upon grievance district encompassing two (2) or more geographically separated work locations and where the circumstances require it, a maximum of two (2) hours may be authorized for any appropriate investigation of grievances. In certain limited situations, when specifically requested by the Local Union President, or in his absence his designee, and authorized by the appropriate University official or his designee, it may be advantageous to investigate an alleged contractual grievance prior to the formal submission of the grievance, and

permission for such investigation, within the time constraints provided above, shall not be reasonably withheld.

Such time release shall not be construed to include preparation of paperwork, record keeping, conference among Union Officials not preparation for presentation at a grievance hearing.

#### I. Membership Packets

The Union may supply membership packets which contain information for distribution to new staff, including the role of the Union, the membership application and a copy of this Agreement, as well as other material mutually agreed to by the University and the Union. The University agrees to distribute such membership packets to new staff during the initial phase of employment. The University will provide a fifteen (15) minute period during the new staff member's orientation period to allow a Teamsters Local 97 representative to meet and explain the Union's responsibilities. If the Local representative cannot be present during such orientation period, the Local Union President will be allowed to make such a presentation to a maximum of twelve (12) times per year.

#### J. Representation Fee (Agency Shop)

##### 1. Purpose of Fee

Beginning thirty (30) days after agreement on this contract, all eligible nonmember staff in this unit will be required to pay to the majority representative a representation fee in lieu of dues for services rendered by the majority representative. Nothing herein shall be deemed to require any staff member to become a member of the majority representative.

##### 2. Amount of Fee

Prior to the beginning of each contract year, the Union will notify the University in writing of the amount of regular membership dues, initiation fees and assessments charged by the Union to its own members for that contract year. Any changes in the representation fee structure during the contract year shall be in accordance with F.4 above.

##### 3. Deduction and Transmission of Fee

After verification by the University that a staff member must pay the representation fee, the University will deduct the fee for all eligible staff in accordance with this Article.

The mechanics of the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

The University shall deduct the representation fee as soon as possible after the tenth day following reentry into this unit for staff who previously served in a position identified as excluded or confidential, for individuals reemployed in this unit from a reemployment list, for staff returning from leave without pay, and for previous staff members who become eligible for the representation fee because of nonmember status.

The University shall deduct the representation fee from a new staff member as soon as possible after thirty (30) days from the beginning date of employment in a position in this unit.

#### 4. Demand and Return System

The representation fee in lieu of dues only shall be available to the Union if the procedures hereafter are maintained by the Union.

The burden of proof under this system is on the Union.

The Union shall return any part of the representation fee paid by the staff member which represents the staff member's additional pro rata share of expenditures by the Union that is either in aid of activities or causes of a partisan political or ideological nature only incidentally related to the terms and conditions of employment, or applied toward the cost of any other benefits available only to members of the majority representative.

The staff member shall be entitled to a review of the amount of the representation fee by requesting the Union to substantiate the amount charged for the representation fee. This review shall be accorded in conformance with the internal steps and procedures established by the Union.

The Union shall submit a copy of the Union review system to the University's Office of Labor Relations. The deduction of the representation fee shall be available only if the Union established and maintains this review system.

If the staff member is dissatisfied with the Union's decision, he may appeal to the three member board established by the Governor.

#### 5. University Held Harmless

The Union hereby agrees that it will indemnify and hold the University harmless from any claims, actions or proceedings brought by any staff member in the negotiations unit which arises from deductions made by the University in accordance with this provision. The University shall not be liable to the Union for any retroactive or past due representation fee for an staff member who was identified by the University as excluded or confidential or in good faith was mistakenly or inadvertently omitted from deduction of the representation fee.

6. Representation Fee

It is understood that the implementation of the agency fee program is predicated on the demonstration by the Union that more than 50% of the eligible staff in the negotiating unit are dues paying members of the Union.

If at the signing of this Agreement the above percentage has not been achieved, the agency fee plan will be continued through pay period 26 of the calendar year, after which it shall be discontinued unless the minimum has been achieved prior to that occurrence. Thereafter, if the minimum percentage is exceeded on any quarterly date; i.e., January 1, April 1, July 1, or October 1, the agency fee plan shall be reinstated, with proper notice to affected staff.

In each year of the agreement on July 1, an assessment shall be made to determine if the minimum percentage has been exceeded. If it has, the agency fee shall continue until the following annual assessment. If it has not, the agency fee will be discontinued and eligibility for reinstatement shall be on a quarterly basis as provided above.

7. Legal Requirements

Provisions in this clause are further conditioned upon all other requirements set by statute.

## **ARTICLE XVIII**

### **ACCESS TO PERSONNEL FOLDERS AND EVALUATIONS**

A. A staff member shall, within five (5) working days of a written request to his or department, have an opportunity to review his/her central personnel history folder in the presence of an appropriate official of the department to examine any criticism, commendation or any evaluation of his/her work performance or conduct prepared by the University during the term of this Agreement. Such examination shall not require a loss of paid time. If requested by the staff member, a non staff member union representative may accompany the staff member.

He/she shall be allowed to place in such file a response of reasonable length to anything contained therein. The University will honor a request made by a staff member for a copy of any derogatory item included in that staff member's folder.

B. Each regular written evaluation of work performance shall be reviewed with the staff member and evidence of this review shall be the required signature of the staff member on the evaluation form. Such signature shall not be construed to mean agreement with the content of the evaluation unless such agreement is stated thereon.

C. A staff member may request the expungement of materials included in the folder where there are pertinent and substantive inaccuracies or for reasons of time duration, relevance

or fairness. Such requests will be evaluated in relation to the University's needs for comprehensive and complete records but will not be unreasonably denied.

D. No document of anonymous origin shall be maintained in the personnel folder.

## **ARTICLE XIX**

### **PRESERVATION OF RIGHTS**

Notwithstanding any other provision of this Agreement, the parties hereto recognize and agree that they separately maintain and reserve all rights to utilize the processes of the Public Employment Relations Commission and to seek judicial review of/or interpose any and all claims or defenses in legal actions surrounding such proceedings as unfair practices, scope of negotiations, enforcement or modification of arbitration awards, issue of arbitrability and specific performance of the Agreement.

## **ARTICLE XX**

### **A. Legislative Action**

1. If any provisions of this Agreement require legislative action, or the appropriation of funds for their implementation, it is hereby understood and agreed that such provision shall become effective only after the necessary legislative action or rule modification is enacted, and that the parties may jointly seek the enactment of such legislative action or rule modification.

2. In the event that legislation becomes effective during the term of this Agreement which has the effect of improving the fringe benefits otherwise available to eligible staff in this unit, this Agreement shall not be construed as a limitation on their eligibility for such improvements.

### **B. Savings Clause**

If any provision of this Agreement shall conflict with any Federal or State law or Rules or Regulations of a State Regulatory body, or have the effect of eliminating or making the State ineligible for Federal funding, that specific provision of this Agreement shall be deemed amended or nullified to conform to such law. The other provisions of the Agreement shall not be affected thereby and shall continue in full force and effect.

Upon request of either party the University and the Union agree to meet and renegotiate any provision so affected.

## **ARTICLE XXI**

### **COMPLETE AGREEMENT**

The University and the Union acknowledge this to be their complete Agreement inclusive of all negotiable issues whether or not discussed and hereby waive any right to further negotiations except as may otherwise be provided herein or specifically reserved for continued negotiation by particular reference in memoranda of understanding predating the date of signing of this Agreement and except that proposed new rules or modification of existing rules governing working conditions shall be presented to the Union and negotiated upon the request of the Union as may be required pursuant to Chapter 303 of the Laws of N.J. 1968 and as amended.

## **ARTICLE XXII**

### **AVAILABILITY OF CONTRACTS**

The University and the Union agree to share the cost of printing of this contract. The parties shall use their best effort to print the contract within ninety (90) days of the ratification of this agreement.

## **ARTICLE XXIII**

### **TERM OF AGREEMENT, SUCCESSOR AGREEMENT AND NEGOTIATION PROCEDURES**

#### **A. Term of Agreement**

This agreement shall become effective on the date when the Union presents written certification of proper ratification to the University and shall remain in full force and effect from July 1, 2006 to June 30, 2010. The certification shall be effective if delivered to the University within thirty (30) days of the signing of the Agreement.

#### **B. Successor Agreement**

The Agreement shall be renewed from year to year thereafter unless either party shall give written notice of its desire to terminate, modify or amend the Agreement. Such notice shall be by certified mail prior to October 1, 2009 or October 1, of any succeeding year for which the Agreement has been renewed. The parties agree to enter into collective negotiations concerning a successor Agreement to become effective on or after July 1, 2010, subject to the provisions above.

#### **C. Negotiations Procedures**

1. The parties also agree to negotiate in good faith on all matters properly presented for negotiations. Should an impasse develop, the procedures available under law shall be utilized exclusively in an orderly manner in an effort to resolve such impasse.

2. For the purpose of giving notice as provided in this Article, the University may be notified through the Vice President for Human Resources, 65 Bergen Street, Newark, New Jersey 07107 and the Union through IBT Local 97, 485 Chestnut Street, Union, New Jersey 07083.

**IN WITNESS WHEREOF**, the University of Medicine and Dentistry of New Jersey and the International Brotherhood of Teamsters have caused this agreement to be signed by their duly authorized representatives.

UNIVERSITY OF MEDICINE & DENTISTRY  
OF NEW JERSEY

INTERNATIONAL BROTHERHOOD  
OF TEAMSTERS

\_\_\_\_\_  
William F. Owen, Jr., MD  
President

\_\_\_\_\_  
John J. Gerow  
President

\_\_\_\_\_  
Gerard Garcia  
Acting VP for Human Resources

\_\_\_\_\_  
Amy Lewis

\_\_\_\_\_  
Abdel Kanan, Esq.  
Director of Labor Relations

\_\_\_\_\_  
George Burr, Jr.

\_\_\_\_\_  
Yusuf Abdur-Mutakabbir

\_\_\_\_\_  
Steve Fortune

\_\_\_\_\_  
Antonio Silva

\_\_\_\_\_  
Sam Sirna

\_\_\_\_\_  
Karen Kalamaras

\_\_\_\_\_  
Gloria Morales

\_\_\_\_\_  
Ron King

\_\_\_\_\_  
Ethel Hamilton

\_\_\_\_\_  
Sharlene White

\_\_\_\_\_  
Patricia Lane

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Howard Bernstein

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Wayne Struble

## **APPENDIX A**

### University Operating Units for Layoff Purposes

#### **A. Newark**

1. University Hospital
2. N.J. Medical School (including Graduate School of Biomedical Sciences)
3. N.J. Dental School
4. School of Nursing
5. SHRP
6. UBHC
7. Central Administration

#### **B. New Brunswick/Piscataway Campus**

1. Robert Wood Johnson Medical School (including School of Nursing and SHRP staff)
2. UBHC
3. Central Administration

#### **C. Stratford/Camden Campus**

1. SOM (including School of Nursing and SHRP staff)
2. UBHC
3. Central Administration
4. N.J. Dental School

All accumulated benefits shall be retained by staff members who bump and are bumped. Seniority will prevail on recalls made within one (1) year from layoff.

**APPENDIX B**

**JOB SERIES TITLES**

<u>Administrative Assistant/Secretary Series</u>	-	<u>Table</u>	<u>Salary Grade</u>
Administrative Assistant		TC	2000
Administrative Assistant		TC	1925
Secretary I		TC	2000
Secretary II		TC	1850
Secretary III		TC	1700
Secretary IV		TC	1475

<u>Data Control Clerk Series</u>	-	<u>Table</u>	<u>Salary Grade</u>
Head Data Control Clerk		TC	1925
Data Control Clerk I		TC	1850
Data Control Clerk II		TC	1675

<u>Clerk Series</u>	-	<u>Table</u>	<u>Salary Grade</u>
Head Clerk		TC	1850
Principal Clerk		TC	1475
Senior Clerk/Office Assistant		TC	1400
Senior Clerk		TC	1325

<u>Patient Scheduler Series</u>	-	<u>Table</u>	<u>Salary Grade</u>
Principal Receptionist/Patient Scheduler		TC	1675
Senior Receptionist/Patient Scheduler		TC	1550

<u>Patient Service Representative Series</u>	-	<u>Table</u>	<u>Salary Grade</u>
Patient Service Representative I (AMB CARE)		TC	1850
Patient Service Representative II (AMB CARE)		TC	1775

<u>Clinic Service Representative Series</u>	-	<u>Table</u>	<u>Salary Grade</u>
Clinic Service Representative I		TC	1850
Clinic Service Representative II		TC	1775

**CLERICAL TITLES  
TC TABLE**

TITLE	Table	Grade (Rate ID)
ACCESSION AREA CLERK	TC	1325
ACCESSION AREA TECH	TC	1325
ACCOUNTS CLERK	TC	1475
ACCOUNTS PAYABLE EXPEDITOR	TC	1475
ACCT PAYABLE TECH	TC	1725
ACCTG ASST	TC	1700
ACT HD CLERK	TC	1850
ADMIN ASST	TC	1925
ADMIN ASST	TC	2000
ADMITTING SVCS SPEC I	TC	1650
ADMITTING SVCS SPEC II	TC	1575
BED MGMNT COORDINATOR	TC	1850
BILLING SPECIALIST	TC	1925
BILLING TECHN	TC	1850
BILLING TECHN I	TC	1925
CLAIMS REVIEWER	TC	1850
CLERK TYPIST	TC	1200
CLIN ASST	TC	1400
CLINIC SERVICES ASST	TC	1475
CLINIC SERVICES REP I	TC	1850
CLINIC SERVICES REP II	TC	1775
CODER/BILLING TECH	TC	1950
CODING SPECIALIST	TC	2325
COOR CONCIERGE SVCS	TC	1600
CREDIT & COLL COOR	TC	1925
CUSTOMER SVC RECEIPT	TC	1325
D P I O CONTROL SPEC I	TC	1925
D P I O CONTROL SPEC II	TC	1850
D P I O CONTROL SPEC III	TC	1775
DATA CONTROL CLERK I	TC	1850
DATA CONTROL CLERK II	TC	1675
DATA CONTROL COORD	TC	1975
DISCHARGE CLERK	TC	1700
DISPENSARY CLERK	TC	1400
ELECTRONIC IMAGING TECH	TC	1700
EMERGENCY RM CODER	TC	2450
EQUIP CONTROL CLERK	TC	1450
FEE/CODING COORDINATOR	TC	1850
FILE CLERK	TC	1175
FIN COUNSLR I	TC	1875
FIN COUNSLR II	TC	1775
FINANCIAL ASSISTANCE ADVISOR	TC	1925

FISCAL ASST	TC	1900
HD AUDIT ACCOUNTS CLERK	TC	1850
HD CASHIER I	TC	1925
HD CASHIER II	TC	1775
HD CASHIER NJDS	TC	1925
HD CLERK	TC	1850
HD DATA CONTROL CLERK	TC	1925
HD MEDICAL RECORDS CLERK	TC	1625
INFECTION CONTROL ASST	TC	1625
INFO PREP CLERK	TC	1625
INFO RECEIPT CLERK	TC	1625
LAB CLERK	TC	1250
LEAD PATIENT SVS ASST	TC	1625
LEAD PATIENT SVS REP	TC	1925
LEAD SURG SCHED/PAT LIAISON	TC	1850
LIB TECHN II	TC	1700
LIB TECHN III	TC	1550
LIB TECHN IV	TC	1400
LIB TECHN V	TC	1250
MATERIALS MGNT COOR PERIOP SVC	TC	1925
MEDICAL CODER	TC	2600
MEDICAL RECORDS CLERK	TC	1400
MEDICAL RECORDS TECHN	TC	1700
MEDICAL TRANSCRIBER	TC	1350
OFFICE ASST	TC	1400
OPERATING ROOM PAT SCHED	TC	2150
OUTPATIENT CODER I	TC	2150
OUTPATIENT CODER II	TC	1850
PATIENT ACCESS REP	TC	1850
PATIENT ACCOUNTS CLERK I	TC	1850
PATIENT ACCOUNTS CLERK II	TC	1800
PATIENT ACCOUNTS REP	TC	1850
PATIENT SVCS REP I	TC	1550
PATIENT SVCS REP II	TC	1475
PATIENT SVCS REP I (AMB CARE)	TC	1850
PATIENT SVCS REP II (AMB CARE)	TC	1775
PAYROLL TECH	TC	1925
PHYSICIAN SERVICES CODER	TC	1950
PREV MAINT CLERK I	TC	1825
PREV MAINT CLERK II	TC	1675
PRIN CLERK	TC	1475
PRIN CLERK TYPIST	TC	1500
PRIN DATA CODER	TC	1350
PRIN FILE CLERK	TC	1450
PRIN MEDICAL RECORDS CLERK	TC	1625
PRIN RECEIPT PATIENT SCHED	TC	1675

PROPERTY CONTROL ASST	TC	1500
RECEPT	TC	1250
RECEPT CLERK TYPIST	TC	1350
RECEPT PATIENT SCHED	TC	1400
RECEPT RECORDS CLERK	TC	1250
RECEPT/VISITOR SCHED	TC	1400
RECORDS CLERK PHYSICAL PLANT	TC	1400
RECORDS STATISTICS CLERK	TC	1400
SCHEDULING ASST RECEPT	TC	1325
SECRETARY I	TC	2000
SECRETARY II	TC	1850
SECRETARY II OPHTHALMIC ASST	TC	1850
SECRETARY III	TC	1700
SECRETARY IV	TC	1475
SR ACCOUNTS CLERK	TC	1925
SR CASHIER	TC	1700
SR CLERK	TC	1325
SR CLERK RECEPT	TC	1325
SR CLINIC SERVICES ASST	TC	1650
SR CLINIC SERVICES REP	TC	1925
SR CUSTOMER SVC RECEPT	TC	1400
SR FILE CLERK	TC	1325
SR FIN COUNSLR	TC	1925
SR FINANCIAL ASSIST ADVISOR	TC	2025
SR MEDICAL RECORDS CLERK	TC	1550
SR MEDICALTRANSCRIBER	TC	1850
SR PATIENT ACCESS REP	TC	1925
SR RECEPT PATIENT SCHED	TC	1550
SR RECEPT RWJ PROFESSIONAL CTR	TC	1325
SR RECEPT SWITCHBOARD OPER	TC	1475
SR SCHED/PAT LIAISON	TC	1775
UNIVERSITY HOSPITAL GREETER	TC	1200
WARD CLERK	TC	1300
WORD PROCESSING SPEC I	TC	1825

**PARAPROFESSIONAL TITLES  
TP TABLE**

TITLE	Table	Grade (Rate ID)
TUMOR REGISTRAR	TP	2125
CERTIFIED TUMOR REGISTRAR	TP	2350
COMM COOR	TP	1875
MNTL HLTH SPEC I	TP	1925
MNTL HLTH SPEC II	TP	1825
MNTL HLTH SPEC III	TP	1725
MNTL HLTH SPEC II UBHC	TP	1875
MNTL HLTH SPEC III UBHC	TP	1775
RECREATIONAL SPECIALIST	TP	1825

**SERVICE/MAINTENANCE TITLES  
TS TABLE**

TITLE	Table	Grade (Rate ID)
ANESTHESIA EQUIP TECH I	TS	1475
ANIMAL CARETAKER	TS	1225
BEHAVIORAL HLTH AIDE	TS	1375
BUS DRIVER/PATIENT TRANSPORT	TS	1475
CAFETERIA CASHIER	TS	1250
CAGEWASHER	TS	1150
CENTRAL SVCS TECH I	TS	1600
CENTRAL SVCS TECH II	TS	1500
CLERK DRIVER	TS	1250
COMM OUTREACH WORKER	TS	1625
COMMUNICATNS OPER	TS	1475
COMMUNITY LIAISON	TS	1625
COOK	TS	1475
COURIER CLERK	TS	1100
DIET CONTROL ASST	TS	1250
DIETETIC TECHNICIAN II	TS	1750
DIETETIC TECHNICIAN III	TS	1650
DNTL ASST III	TS	1325
ENDOSCOPY TECHN	TS	1400
FAMILY HLTH CARE WORKER	TS	1400
FIRST COOK	TS	1550
FOOD SVC WORKER	TS	1100
GRILL WORKER	TS	1175
GROUNDSKEEPER I	TS	1475
GROUNDSKEEPER LABORER	TS	1100
HD COURIER STOCK CLERK	TS	1475
HEAD STOCK CLERK	TS	1475
HLTH CARE INTERPRETER PROG REP	TS	1625
HOUSEKPG SPEC	TS	1100
HOUSEKPG SVC WORKER	TS	1100
HUMAN SVCS TECHN	TS	1550
INPUT OUTPUT TECHN	TS	1325
LAB ASST	TS	1325
LAB SVC WORKER	TS	1175
LEAD BUS DRIVER/PATIENT TRANSP	TS	1625
LEAD COURIER	TS	1875
LEAD DISTRIB/MATER HANDLER	TS	1325
LEAD FOOD SERVICE WORKER	TS	1250
LEAD NUTRITION CARE ASST	TS	1475
LEAD RETAIL SVS WORKER	TS	1250
LEAD STERILIZATION TECH	TS	1550

MEDICAL ASST	TS	1325
MNTL HLTH SPEC IV	TS	1475
MNTL HLTH SPEC IV UBHC	TS	1475
MNTL HLTH SPEC TRNE	TS	1175
MNTL HLTH SPEC TRNE UBHC	TS	1175
MORGUE ATTENDANT	TS	1475
MORGUE CUSTODIAN	TS	1700
NURSING ASST	TS	1375
NUTRITION CARE ASST	TS	1400
OFFSET MACHINE OPER	TS	1475
OPHTHALMIC INSTR/PATIENT SRV T	TS	1500
PERIOPERATIVE SVCS ASSOC	TS	1500
PRIN COURIER CLERK	TS	1475
PRIN LAB ASST	TS	1475
PRIN LAB SVC WORKER	TS	1400
PRIN OFFSET MACHINE OPERATOR	TS	1750
PRIN STOCK CLERK	TS	1400
PRIN SUPPLY/EQUIP CLERK	TS	1825
RECEIVING CLERK	TS	1175
REHABILITATION AIDE	TS	1400
RESP AIDE	TS	1550
SR ANIMAL CARETAKER	TS	1400
SR CLERK DRIVER	TS	1400
SR COMM OUTREACH WORKER	TS	1675
SR COURIER CLERK	TS	1250
SR COURIER CLERK SPD	TS	1400
SR HOUSEKPG SVC WORKER	TS	1250
SR LAB ASST	TS	1400
SR LAB SVC WORKER	TS	1250
SR MATERIAL HANDLER	TS	1250
SR STOCK CLERK	TS	1250
STERILIZATION TECH	TS	1400
SUPPORT SVCS TECHN	TS	1250
TECHNOLOGT AIDE	TS	1100
TECHNOLOGY FELLOW	TS	1700
TRANSPORT CUS SVCS TECHN I	TS	1350
TRANSPORT CUS SVCS TECHN II	TS	1275
TRANSPORT DISPATCH COOR	TS	1550
TRANSPORTATION DISPATCHER	TS	1625

**TECHNICAL TITLES  
TT TABLE**

TITLE	Table	Grade (Rate ID)
AV TECHNOLOGT	TT	1850
BLOOD GAS TECHNOLOGT	TT	2100
CARDIOVASCULAR TECH INTERN	TT	2100
CARDIOVASCULAR TECHNICIAN	TT	2550
CERTIFIED MED ASST	TT	1500
COMPUTER APPLICATIONS SPEC	TT	2150
COMPUTER OPER A	TT	1950
COMPUTER OPER B	TT	1700
DNTL ASST	TT	1650
DNTL ASST II	TT	1550
DNTL COMP CARE COOR II	TT	1775
DNTL HYG	TT	2750
DNTL HYG EXPANDED DUTY	TT	2750
EECP TECH	TT	1850
EKG TECHN	TT	1750
EMERGENCY DEPT TECH	TT	1800
EMS DISPATCHER EMT	TT	1775
EMS EMERGENCY CALL TAKER	TT	1400
EMT	TT	1775
EXPANDED DUTY DNTL ASST	TT	1825
GRAD RESP CARE PRACTICNR	TT	2150
GRAPHIC ARTIST	TT	2025
HISTOTECHNICIAN	TT	2100
HLTH PHYSICS ASST	TT	1800
HOLTER MONITOR TECHN	TT	1800
INVENTORY CONTROL TECH	TT	1700
LAB ANIMAL TECHN	TT	1675
LAB ENGINEER	TT	9999
LAB TECHN	TT	1575
LEAD BLOOD GAS TECHNOLOGIST	TT	2200
LEAD DNTL ASST	TT	1800
LEAD MAMMOGRAPHY TECHNOLOGIST	TT	2750
LEAD MEDICAL HEALTH CARE TECH	TT	1775
LEAD PHARMACY TECHN	TT	1800
LEAD PHARMACY TECHN TRAING&QTY	TT	1800
LEAD VEHICLE MAINT MECH	TT	2250
LOCKSMITH	TT	1950
LOCKSMITH TECH I	TT	2150
LPN	TT	2150
MEDICAL DISPATCHER I (DNU-grandfathered)	TT	1775
MEDICAL HLTH TECHN	TT	1600

MEDICAL SVCS ASST	TT	1750
MEDICAL TECHN	TT	1750
MEDICAL WASTE PROG OPER	TT	1700
NEUROPHYSIOLOGY TECHN II	TT	1800
NEUROPHYSIOLOGY TECHN I	TT	1900
OCCUPATIONAL THER ASST CERT	TT	2250
OPERATING ROOM INSTRUMENT TECH	TT	1950
OPERATING ROOM TECHN I	TT	2150
OPERATING ROOM TECHN II	TT	2050
OPHTHALMIC ASST	TT	1750
OPHTHALMIC TECHN	TT	1950
ORTHOPAEDIC CAST TECHNICIAN	TT	1950
ORTHOPTIST	TT	2350
PARAMEDIC	TT	2250
PC APPLICATIONS SPEC	TT	2150
PC SUPPORT SPEC	TT	1925
PHARMACY TECHN	TT	1600
PHLEBOTOMIST	TT	1450
PHLEBOTOMIST I	TT	1600
PHYSICAL THERPY ASST	TT	2250
POLYSOMNOGRAPHIC TECHNICIAN	TT	1950
PRIN ANIMAL CARE TECH	TT	1675
PRIN LAB ANIMAL TECHN	TT	2050
PRIN LAB TECH	TT	1825
PRIN TECH ASST	TT	2100
RES STUDY ASST	TT	1950
RESP THER REGISTERED	TT	2650
RESP THERAPY TECH CERTIFIED	TT	2450
SR AUDIO VISUAL TECHNOLOGIST	TT	2050
SR BLOOD BANK TECHN	TT	2150
SR DNTL HYG RWJ	TT	2750
SR INSTRUMENT MAKER	TT	2450
SR LAB ANIMAL TECHN	TT	1950
SR LAB TECHN	TT	1675
SR LPN	TT	2250
SR NEUROPHYSICS TECHNOLOGIST	TT	2000
SR TECH ASST	TT	1975
SR TECH ASST DATA ANAL	TT	1975
SR VEHICLE MAINT MECH	TT	2100
SYSTEMS SUPPORT SPEC	TT	2450
TECH ASST	TT	1750
TECH SUPPPORT SPEC	TT	2350
TECHNOLOGY TRAINEE	TT	2350
TELEMETRY TECHN	TT	1700
THERAPEUTIC MASSAGE THER	TT	2550
ULTRASONOGRAPHER TRNE	TT	2150
VEHICLE MAINT MECH	TT	1875

YOUTH WORK SUPVR	TT	1650
CARDIAC CATH LAB RAD TECH (0-2 yrs)	TT	2350
CARDIAC CATH LAB RAD TECH (2-5 yrs)	TT	2500
CARDIAC CATH LAB RAD TECH (5+ yrs)	TT	2600
ECHOCARDIOGRAPHY TECHNOLOGT (0-2 yrs)	TT	2275
ECHOCARDIOGRAPHY TECHNOLOGT (2-5 yrs)	TT	2425
ECHOCARDIOGRAPHY TECHNOLOGT (5+ yrs)	TT	2525
MULTI COMPETENT IMAGING TECHN (0-2 yrs)	TT	2450
MULTI COMPETENT IMAGING TECHN (2-5 yrs)	TT	2600
MULTI COMPETENT IMAGING TECHN (5+ yrs)	TT	2700
RADIOLOGICAL TECHN I (0-2 yrs)	TT	2150
RADIOLOGICAL TECHN I (2-5 yrs)	TT	2300
RADIOLOGICAL TECHN I (5+ yrs)	TT	2400
SPEC PROCEDURES TECHN (0-2 yrs)	TT	2350
SPEC PROCEDURES TECHN (2-5 yrs)	TT	2500
SPEC PROCEDURES TECHN (5+ yrs)	TT	2600
ULTRASONOGRAPHER (0-2 yrs)	TT	2350
ULTRASONOGRAPHER (2-5 yrs)	TT	2500
ULTRASONOGRAPHER (5+ yrs)	TT	2600
LEAD ULTRASOUND TECHNOLOGIST (0-2 yrs)	TT	2500
LEAD ULTRASOUND TECHNOLOGIST (2-5 yrs)	TT	2650
LEAD ULTRASOUND TECHNOLOGIST (5+ yrs)	TT	2750
VASCULAR TECHNOLOGT (0-2 yrs)	TT	2250
VASCULAR TECHNOLOGT (2-5 yrs)	TT	2400
VASCULAR TECHNOLOGT (5+ yrs)	TT	2500
ULTRASOUND TECHNOLOGIST (0-2 yrs)	TT	2350
ULTRASOUND TECHNOLOGIST (2-5 yrs)	TT	2500
ULTRASOUND TECHNOLOGIST (5+ yrs)	TT	2600

Side Letter 1

July 1, 2006

John Gerow, President  
Teamsters Local 97  
485 Chestnut Street  
Union, New Jersey 07083

Re: Quality of Uniforms

Dear Mr. Gerow,

Within 90 days of ratification, the Union and Labor Relations of UMDNJ agree to meet with hospital administration to discuss issues related to the quality of the uniforms, and an assessment of the vendor.

Sincerely,

---

Abdel Kanan, Esq.  
UMDNJ  
Director of Labor Relations

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John Gerow  
President, Teamsters Local 97

Side Letter 2

July 1, 2006

John Gerow, President  
Teamsters Local 97  
485 Chestnut Street  
Union, New Jersey 07083

Re: Clinical Titles Job Series

Dear Mr. Gerow,

Within 90 days of ratification of this agreement, the University agrees to meet with the Union to discuss the feasibility of creating a job series for clinical titles.

Sincerely,

---

Abdel Kanan, Esq.  
UMDNJ  
Director of Labor Relations

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John Gerow  
President, Teamsters Local 97

Side Letter 3

July 1, 2006

John Gerow, President  
Teamsters Local 97  
485 Chestnut Street  
Union, New Jersey 07083

Re: Attendance Control Policy

Dear Mr. Gerow,

Within 90 days of contract ratification, the University and Teamsters Local 97 agree to review and discuss the present Attendance Control Policy.

Perfect Attendance Bonus is eliminated.

Sincerely,

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Abdel Kanan, Esq  
UMDNJ  
Director of Labor Relations

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John Gerow  
Teamsters Local 97  
President

Side Letter 4

September 24, 2007

John Gerow, President  
Teamsters Local 97  
485 Chestnut Street  
Union, New Jersey 07083

Re: Vacancy Postings

Dear Mr. Gerow,

While it is understood that regular part time and full time vacancies will be posted on the University's employment web site for all qualified applicants, Human Resources also encourages departments to inform their internal employees, through a general communication to staff, when such positions are being posted on the web site.

Sincerely,

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Abdel Kanan, Esq  
UMDNJ  
Director of Labor Relations

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John Gerow  
Teamsters Local 97  
President