

***COLLECTIVE BARGAINING AGREEMENT***

***between the***

***UNIVERSITY of MEDICINE and DENTISTRY  
of  
NEW JERSEY***

***and***

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

**July 1, 2010 - June 30, 2014**

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## **PREAMBLE**

This Agreement made between the University of Medicine and Dentistry of New Jersey and the International Union of Operating Engineers, AFL-CIO, covering all craft staff members employed by the University, has as its purpose the promotion of harmonious staff member relations between the University and its staff members represented by the Union; the establishment of equitable and peaceful procedures for the amicable resolution of all disputes and grievances; and the determination of the wages, hours of work and other terms and conditions of employment.

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

## **ARTICLE I**

### **RECOGNITION**

**A.** The University of Medicine and Dentistry of New Jersey and hereinafter referred to as the "University" hereby recognizes the International Union of Operating Engineers, AFL-CIO and hereinafter referred to as the "Union" as the exclusive representative for collective negotiations concerning wages, hours and conditions of employment for all its staff members in the Crafts Unit.

**B. The staff members included are:**

1. All crafts full-time staff members including Trade Helpers
2. All regular, part-time staff members in the Crafts who regularly work a minimum of 20 hours per week.

**C. The staff members excluded are:**

1. Managerial Executives
2. Professional Staff members
3. Confidential Staff members
4. Supervisors
5. Security Officers and University Police Officers
6. Clerical Staff members
7. All other part time, casual, or temporary staff members

8. All other staff members of the University

**D. Hiring**

The University agrees that when job openings occur, it will simultaneously:

1. communicate with and request the appropriate craft union to refer craftsmen whom it will consider, provided that the union does so on a non-discriminatory basis.
2. post the job in accordance with University policy and receive staff member bids which it will consider, provided the staff member is qualified to do the work.
3. utilize other sources of recruitment.

**E.** The University agrees there will be no aid or promotion of any other labor group or organization which purports to engage in collective negotiations with the University or its designated representatives for any purpose for staff members covered by this contract.

**ARTICLE II**

**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 members are retained by the University.

## **ARTICLE III**

### **ACCESS TO PREMISES**

Each business agent or representative previously designated to the University by the Union shall be admitted to the premises of the University on Union business. Notice of such visitation rights shall be directed to designated University officials and include the general purpose of the visit. Permission for such visits shall not be unreasonably withheld.

Such union officials shall have the opportunity to consult with staff members before the start of the work shift, during lunch or breaks, or after completion of a work shift. The University will provide accommodations at its facilities for such meetings 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 attendant thereto are borne by the Union.

## **ARTICLE IV**

### **FAIR TREATMENT**

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

It is understood and agreed that all staff members 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 members**

1. The inclusion of part-time staff members within the bargaining unit and under this Contract shall not be construed to alter or expand the eligibility of part-time staff members for coverage by any State Program relating to terms and conditions of employment. Where such part-time staff members are eligible for State programs or coverage under provisions of this Contract, appropriate prorations will be made in accord with their part-time status.

2. If it is determined by the State that part-time staff members are excluded from coverage for any State program, the University will not be responsible for providing coverage even if a prior practice to provide coverage exists.

## **ARTICLE V**

### **NO STRIKE - NO LOCK-OUT**

- A.**
1. During the term of this Agreement, the Union agrees not to engage in or support any strike, work stoppage, slowdown, or other job action by staff members covered by this Agreement but shall not be liable for unauthorized action of staff members covered by this Agreement.
  2. Should unauthorized strike, work stoppage, slowdown, or other job action by staff members covered by this Agreement take place, the Union will take public action to bring about an immediate cessation of such actions.
- B.** No lock out of staff members shall be instituted or supported by the University during the term of this Agreement, nor shall the University or the Union engage in activities in violation of this Agreement.

## **ARTICLE VI**

### **PRIOR BENEFITS AND EXISTING CONTRACTS**

#### **Prior Benefits and Practices**

Any and all existing benefits, practices and general working conditions uniformly affecting all staff members in the bargaining 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 shall be considered to be modified consistent with the terms 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 members 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-Employee Relations Act as amended and further, if a dispute arises as to the negotiability of such matters, the then procedures of the Public Employment Relations Commission shall be utilized to resolve such dispute.



## **ARTICLE VII**

### **GRIEVANCE PROCEDURE**

#### **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 interest of the grievant and the Union.
3. Any claim of unjust discipline against a staff member shall be processed in accordance with the provision of this Article.
4. All disciplinary grievances must be signed by the individual grievant.
5. Reference by name or title or otherwise in this Agreement to Federal or State laws, rules, regulations promulgated there under, formal policies or order of the State and/or University shall not be construed as bringing any allegation concerning the interpretations 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 and 2 shall not constitute a precedent in any arbitration or other proceeding unless a specific agreement to that effect is made by the University and the 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 ten (10) 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 operations changes made by the University shall not be construed to be discipline.

10. Before suspending or terminating any staff member, UMDNJ shall contact the Union Business Representative or his/her designee and offer him/her the opportunity to schedule a meeting with UMDNJ Labor Relations and the staff member within five (5) working days to review and discuss the proposed suspension or termination. This requirement or pre-meeting prior to suspension or termination will not apply in cases where staff member is suspended or terminated because his/her continued presence on University property will pose a danger or threat to himself/herself, other faculty or staff, patients, visitors or University property.

11. 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.

12. Where an appointing authority or his designee imposes discipline pursuant to paragraph 11, 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.

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

14. The terms of this article shall not apply to any management decision concerning the probationary status of a bargaining unit member.

15. A member of the unit who receives a verbal or written administrative summons to report to the Human Resources Department, a supervisor or other administrative officer on a matter involving discipline, suspension or discharge may be accompanied by a representative of the Union located at the staff member's request. If during the course of a discussion between a staff member and a representative of the Human Resources Department, a supervisor or other administrative officer, a matter should arise which could lead to a questions of discipline, suspension or discharge, the staff member may, at that time request such Union representation.

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

17. 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.

18. 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.

19. The University may, in lieu of suspension substitute a forfeiture of vacation days equal to the same number of days of suspension. The staff member must consent to this alternate penalty.

**D. Informal Procedure**

Any member of the collective bargaining 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. Time Sequence for Filing and Decision**

1. Any appeals of disciplinary penalties greater than written warning must be filed at Step II within ten (10) calendar days from the date of the disciplinary notice.

2. A grievance must be filed at Step One within ten (10) calendar days from the date on which the act which is the subject of the grievance occurred or ten (10) calendar days from the date on which the grievant should reasonably have known of its occurrence whichever is later or within ten (10) calendar days of notice of discipline to the staff member involved.

3. Reference to days in this procedure are working days of the party to which they apply except as otherwise specified.

4. Should a grievance not be satisfactorily resolved or should no decision be forthcoming in the prescribed time at Steps One or Two, the grievance may, within seven (7) calendar days, excluding holidays, be submitted to the next step. The lack of response by the University within the prescribed time, unless time limits have been extended by written mutual agreement, shall be construed as a negative response.

5. Where the subject of the grievance suggests it is appropriate and where the parties mutually agreed in writing such grievance may be initiated at or moved to Step Two without a hearing at the lower step.

6. If the finding or resolution of a grievance at any step in 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.

7. Time limits under this article may be changed by written mutual agreement only.

8. Hearings shall be held and decisions after a scheduled grievance hearing shall be rendered in writing with the time limits below:

a. at Step One within seven (7) calendar days, excluding holidays, of the receipt of the appeal.

b. at Step Two the Hearing shall be held within twenty one (21) calendar days, excluding holidays, of the receipt of the appeal from the Step One decision and a decision rendered within twenty one (21) calendar days from the conclusion of the hearing.

## **F. Grievance Steps**

A grievance shall be presented and adjusted in accordance with the steps outlined below.

### **Step One**

In the event the matter is not resolved informally, the grievance may be submitted in writing to the department head who shall hear the grievance and render a decision. The grievant may be represented by the shop steward or Union business agent.

### **Step Two**

If the grievance is not resolved satisfactorily at Step One, it may be appealed to the Director of Labor Relations. The Director of Labor Relations or his/her designee, will convene a hearing within twenty one (21) calendar days, excluding holidays, after receipt of such 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 Three Arbitration**

1. In the event that the grievance has not been satisfactorily resolved in Step Two, 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:
  - a. Suspension of four days or more at one time
  - b. Demotion
  - c. Discharge

then a request for arbitration may be brought only by the Union through its President within twenty one (21) calendar days from the date the Step II decision was issued by making a written request for arbitration to the Vice President for Human Resources. 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 provision 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 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 he submit observations or declaration of opinions which are not relevant in reaching the determination. The decision or award of the arbitrator 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 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. In the event the arbitrator finds the staff member innocent or modifies a penalty, he may order reinstatement with back pay 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/she would have worked in his/her normally scheduled work week, at his normal rate of pay, but not exceeding the standard work week or work day for that position, 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. 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 either party asserts 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 of the issue prior to any hearing on the merits of the grievance, unless the parties mutually agree in writing otherwise.

6. 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/her decision within thirty (30) days after the close of the hearing.

## **ARTICLE VIII**

### **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 IX**

### **WAGES**

#### **A. 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 24 hours of the time the error is reported by the affected staff member when possible but no later than three (3) Payroll work days.

#### **B. Wage Structure**

Base Compensation Rate is an employee's base rate of pay and does not include any differential(s), premiums(s) or bonuses.

All Operating Engineer 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, provided there is no discipline pending and performance is satisfactory. 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. 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.

### **C. Salary Program**

Effective 7/1/10

0% across-the-board increase for all bargaining unit members  
0% increase to the Job Rates

Effective 7/1/11

0% across-the-board increase for all bargaining unit members  
0% increase to the Job Rates

Effective 7/1/12

2% across-the board increase for all bargaining unit members hired prior to 7/1/12  
2% increase to the Job Rates

Effective 7/1/13

2% across-the board increase for all bargaining unit members hired prior to 7/1/13  
2% increase to the Job Rates

Effective 1/1/14

1% across-the-board increase for all bargaining unit members hired prior to 7/1/13  
0% increase to the Job Rates

Contract expires 6/30/14

### **Shift Differential**

Effective July 1, 2010, and for the duration of this agreement, the shift differential will be \$2.00 per hour.

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.

### **D. Maintenance Allowance**

Effective July 1, 2010, the Maintenance Allowance paid to members of the bargaining unit will be \$350.



Effective July 1, 2011, the Maintenance Allowance paid to members of the bargaining unit will be \$350.

Effective July 1, 2012, the Maintenance Allowance paid to members of the bargaining unit will be \$350.

Effective July 1, 2013, the Maintenance Allowance paid to members of the bargaining unit will be \$350.

In order to be eligible to receive the Maintenance Allowance, an employee must have been hired prior to January 1<sup>st</sup> of the calendar year in which it is paid, and must be on the Payroll as of July 1<sup>st</sup> of that year.

Such payment will be either the first or second pay check of August.

- E.** The parties to this Agreement understand that the public services provided to the citizenry of the State of New Jersey require 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 X**

### **HOURS OF WORK AND OVERTIME**

#### **A. Hours of Work**

1. The duration of the work week for each job classification within the unit shall be consistent for all staff members within each classification having the same salary grade, except for part-time staff members. The regularly scheduled standard work week is assigned as either 35 hours, 37 1/2 hours, or 40 hours. Part-time staff members are assigned workweeks shorter than the standard workweek. A "work day" is defined as the number of hours in the scheduled workweek divided by 5

2. All full-time staff members shall be scheduled to work a regular shift as determined by the University, which work shifts shall have stated starting and quitting times. When scheduled changes are made, the maximum possible notice shall be given and the staff member's convenience shall be given consideration. There shall be no change during the shift being currently worked to avoid the payment of overtime with notice prescribed in A3 immediately following.

3. A staff member whose shift has been changed, shall be given not less than one week's notice, except in the case of an emergency, where the notice shall be not less than 48 hours, both of which may be appealed to the department head or his designee. In the case of emergency notice, the Business Agent will be informed. In the event of such appeal, no change in such shift shall be made until a decision on such appeal by first line management shall be handed down. Should such advance notice not be given, a staff member affected shall not be deprived of the opportunity to work the regularly scheduled number of hours in his work week.

4. Work schedules shall provide for a fifteen (15) minute rest period during each one half (2) shift. Staff members who are required to work beyond the end of this scheduled 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. Staff members required to work four hours beyond their regular quitting time shall be entitled to a rest break(s) and to a lunch break under conditions prevailing on their regular shift.

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

6. 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 four (4) hours compensation whether or not the four (4) hours are worked, except when the end of the call-in period coincides with the beginning of his regular shift.

## **B. Overtime**

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

2. All staff members shall be compensated at time and one half (1 1/2) 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. For the purpose of computing overtime, unworked but paid time off shall be counted, except for paid sick time which shall not be counted.

5. Overtime shall be distributed on a rotational basis, by job classification, within each functional unit without any discrimination based on the lowest number of overtime hours worked.

All overtime hours worked or refused by the staff member shall be recorded on the overtime roster and shall count towards the total number of overtime hours, for the purpose of regulating the overtime list.

The University shall give the staff members as much advance notice as possible relative to the scheduling of overtime. The Shop Steward of each functional unit shall maintain and post a list of the overtime rotation and update it on a weekly basis. UMDNJ management shall cooperate and provide all overtime information on a weekly basis to the Shop Steward to enable him to accurately maintain the overtime roster.

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 members 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 members shall be available to the Union in the functional work unit.

9. The University shall allow individuals who earn compensatory time to use the compensatory time within thirty (30) days of when it was earned.

## **ARTICLE XI**

### **PERSONNEL PRACTICES**

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

**B.** The University shall furnish identification cards to all staff members. 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**

All staff are subject to University Inclement Weather Policy.

#### **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 compensatory time, less any sick time advanced and used but not accrued, except that a staff member separated during his initial probationary period will not be entitled to such allowance.

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.

Any staff member terminated for gross misconduct will not be entitled to vacation accruals upon separation. For the purpose of this article, gross misconduct will be defined as conduct which, in and of itself would be grounds for disciplinary action.

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.

## **ARTICLE XII**

### **HOLIDAYS**

- A. Upon ratification, the following shall be the scheduled holidays from the bargaining unit:

New Year's Day

Martin Luther King, Jr., Birthday

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving

Day After Thanksgiving

Christmas

2. Members of the bargaining unit have six (6) float holidays. Except in case of an emergency, a request for a 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.

3. Float holidays may be used for emergency, personal matter, 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 a salary deletion for the day(s) and appropriate disciplinary action may be taken.

5. 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 of absence 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).

**B.** 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 his supervisor's approval.

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

#### **D. Payment for Holidays Worked**

1. Effective January 1, 1997 staff required to work on the following holidays will be paid at the rate of time and one half (1/2) of their regular rate of pay for all hours worked. In addition, the bargaining unit members shall receive either a scheduled day off or be credited with one (1) day of compensatory time:

New Year's Day

Independence Day

Christmas

Labor Day

Martin Luther King's Birthday

Thanksgiving

Memorial Day

2. Staff who are required to work on Good Friday or the Day after Thanksgiving shall be paid at straight time for all hours worked. In addition, the bargaining unit members will receive a scheduled day off or be credited with one (1) day compensatory time.

3. On any of the above nine (9) holidays, University management retains the right to pay cash at straight time in lieu of granting a scheduled day off or crediting compensatory time.

### **ARTICLE XIII**

#### **VACATIONS**

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

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

## **Amount of Service**

1. Up to the end of the first 1 1/4 working days for each month calendar year
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 years 2 1/12 working days for each month

## **B. Vacation Schedules**

Subject to operational requirements, 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**

After the initial 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.

## **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. Failure to give such written approval shall be explained in writing by the Department Head within ten (10) days of receipt of the prior notice. If such explanation is not given, the staff member may take his vacation time accordingly to his notice.

## **E. Death**

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

# **ARTICLE XIV**

## **SENIORITY AND TRANSFERS**

### **A. Seniority**

#### **1. Job Promotion**

Qualification, ability, and seniority will be the criteria for job promotion.

## **2. Seniority**

Seniority will be credited from date of hire to all regular staff members upon the completion of a one hundred eighty (180) day probationary period. Management reserves the right to extend the probationary period by an additional 30 days.

## **3. Lay-off**

Seniority will prevail in layoffs due to economic reasons or reorganization. Bumps shall be in accordance with the Layoff Procedure as outlined in Article XIV, E.

## **4. Shift Preferences**

When vacancies on preferred shifts and in the same work unit open, requests may be entered by staff members in the same classification as the vacancy. Such requests shall be given preferential treatment prior to job bidding in the staff member's order of seniority whenever the requirements of proper patient care permits.

## **5. Changes in Status**

A transferred or promoted staff member from outside the bargaining unit serves a one hundred eighty (180) day probationary period on the new job. Management reserves the right to extend by thirty (30) days or terminate the probationary period and such decision shall not be grievable. A transferred or promoted staff member from within the bargaining unit serves a ninety (90) probationary period. If the staff member fails to satisfactorily complete the probation period, he/she may be returned to his/her former job if still available or an attempt will be made to place the staff member in an opening suitable to his/her work experience. Such opening may be at the same or lower level than that occupied by the staff member prior to being transferred or promoted., If the staff member's former job is not available and no suitable opening is available for which the staff member is qualified, the staff member will be terminated and may reapply for employment.

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

## **6. Termination of Seniority**

A staff member's seniority is broken, by resignation, discharges, other types of terminations, lay-offs 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 Department of Human Resources shall prepare for posting all actual or anticipated permanent vacancies within the University. The positions shall be posted on a daily basis on the University's employment web site.

- b. Non-probationary staff members who wish to make application for lateral transfer or promotion to 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 Department of Human Resources.

## **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 Department of Human Resources 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.
- d. When involuntarily transferred to a new position within the bargaining unit, there shall be no probationary period applied.

## **C. Subcontracting Notice**

- 1. If the University contemplates contracting for work normally performed by staff, covered by this Agreement, and the result would be displacement of staff, the University agrees, at least two weeks prior to the execution of such contract to meet with the Union for discussion of the proposed contract. 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.
- 2. If such subcontracting necessitates the layoff of personnel, affected staff shall be given at least thirty (30) calendar days notice prior to being laid off.

## **D. Layoff Notice**

If any member of the bargaining is laid off for any reason other than due to subcontracting, he/she shall receive either four (4) weeks’ notice or compensation in lieu of such notice.

## **E. Layoff, Placement, 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. 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. 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. . 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

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.

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.

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 appropriate Job Series titles attached as Appendix B. If there is no vacancy, the employee may bump down into a lower classification in the appropriate Job Series titles attached as Appendix B.

h. Employees who exercise rights under provisions “a” through “c” above will not be required to serve a probationary period. Employees with ten (10) years of University experience and who exercise rights under provisions “d” through “g” above will not be required to serve a probationary period.

For employees assigned to units other than Central Administration Physical Plant the layoff procedure is described above.

For employees assigned to Central Administration Physical Plant the layoff procedure will follow b, c, e, f, g, h above.

The operating unit for employees assigned to Physical Plant is considered to be Central Administration by Campus.

Employees placed on the Recall List will be called back based on University Seniority.

## **ARTICLE XV**

### **STAFF MEMBER 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 employees whose contracts expired June 30, 2007. Should these benefits change during the life of the contract due to any statutory, and/or regulatory, and/or other State mandate, the bargaining unit shall hold the University harmless from any claims arising out of the impact of such change. By way of example, but not limitation, the bargaining unit agrees that it will neither grieve nor otherwise file any challenge against the University should any State-imposed change to health benefits result in any alteration to the terms and conditions set forth in this Collective Bargaining Agreement.

#### **B. Staff Member 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**

1. Where the University requires staff members to wear uniforms, the University will generally provide the uniforms. However, in those instances where the University chooses not to provide uniforms required to be worn by certain staff members, the University will give the staff members an annual uniform allowance of \$70.

2. To the extent permitted by Department resources and ability of vendor to supply, the University will provide bargaining unit members with the choice to have cotton uniforms.

#### **D. Physical Examination**

Effective July 1, 1996, if necessary, upon employment the University will provide to each member of the bargaining unit a physical examination. Thereafter, an examination will be provided if required by the appropriate accrediting authority, by the University, or by statute.

#### **E. -Employee Education Assistance Program**

The University shall provide tuition reimbursement for each bargaining unit member up to a maximum of three thousand **one hundred twenty (\$3,120)** dollars per calendar year.

Effective July 1, 2002, Local 68 Training Center is recognized as an eligible institution for the purpose of tuition reimbursement.

#### **F. 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 members and their eligible dependents.

#### **G. 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 corrected illness or injury and have exhausted their accumulated sick leave.

#### **H. Prescription Drug Program**

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

#### **I. 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 .5% of the base salary as of the last pay period of the previous fiscal year. All staff members hired during any fiscal year shall pay a prorated fee for the remainder of the fiscal year based on their salary at time of hire.

#### **J. Hazardous Duty Differential**

All staff members trained in the handling of hazardous materials shall receive a 10% wage differential for each hour he/she is authorized to work as a member of a hazardous duty task force.

## **K. Lead Differential - Mechanical Systems Mechanic II**

1. Effective July 7, 1996, Mechanical Systems Mechanic II's who are authorized by their supervisor to replace Mechanical Systems Mechanic I's will receive a lead differential of \$1.25 for any shift during which all Mechanic I duties are performed. If this condition is met, the Department's signature to authorize payment on the time sheet will verify the fact that the Mechanical Systems Mechanic II's covered all Mechanical Systems Mechanic I duties on the day in question. Neither this concept nor this particular differential applies to any other trade or title covered by this bargaining unit.
2. Any disputes under this section must be filed directly at Step II of the grievance procedure.

## **ARTICLE XVI**

### **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 a review committee. If, after this review, the Union remains dissatisfied, it shall have the right to submit the matter as a Step Two grievance in the Grievance Procedure. The decision at Step Two will 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.

## **ARTICLE XVII**

### **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" as described on the Performance Appraisal Form.
- 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 a copy of his/her job description, 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/she necessarily concurs with its contents.

**D.** If a staff member receives a rating of “2”, 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 warning 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 level 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.** An rating of “1” 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 supervisor shall also advise the staff member that failure to improve performance may result in further discipline up to and including discharge. The performance of staff members evaluated as a rating of “1” shall be carefully monitored by the supervisor. If the staff member's performance improves to the level of satisfactory or better, then the staff member shall be reevaluated six months after the date of the unsatisfactory rating. If performance remains below the satisfactory 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, and/or written warning regarding performance issues or a suspension. 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, 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 XVIII

### LEAVE OF ABSENCE

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

Sick pay and leaves of absence shall be in accordance with University policies

The University shall also comply with the provisions of the state Family Leave Act, Chapter 261, PL. 1990, as amended.

For purposes of this contract, a “day” is defined as an employee’s regularly scheduled weekly hours divided by five (5)

#### B. Sick Pay

1. Beginning January 1, 2001, all staff will accrue sick leave at the rate of one (1) day per month. (12/year).

2. Beginning January 1, 1999, all staff in this bargaining unit 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) sick 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 emergent advance of sick leave is grievable up to Step II of the Grievance Procedure. The decision of the Step II hearing officer is final and not subject to arbitration.

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

4. Staff members 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 members 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 members may be excused by their supervisor.

6. Whenever a permanent staff member retires, except a staff member who elected 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:

- a. 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.
- b. 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 staff members provided they are scheduled to work those days, and provided sick pay 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 household.

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 of a 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.

### **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 Occupational Medicine where applicable.

### **E. Military Leave**

Staff member's 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 permanent staff member will be granted up to two (2) weeks leave of absence without pay when requested for their marriage.

### **I. Personal Leave**

In certain circumstances staff members may be permitted to take unpaid leave 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 members working more than twenty (20) hours per week provided they have completed six months of continuous service. Request 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 bonafide emergency. The maximum length of unpaid leaves are:



<u>TYPES OF LEAVE</u>	<u>MAXIMUM LENGTH</u>
Medical/FMLA	Refer to Policy 30-01-40-40:00
Personal Leave	1 month
Education	6 months in any calendar year
Military	In accordance with Federal Law

### **J. Return from Leave**

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 XIX**

### **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 members 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 Personnel 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 members designated by the Union as Stewards and the Assistant Shop Steward 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. The total number of staff members designated as either a Shop Steward or an Assistant Shop Steward will not exceed ten (10).

## **C. 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 Office of Labor Relations 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.

#### **D. Union Dues Deductions**

1. The University agrees to deduct from the regular paycheck of staff members included in this bargaining unit, dues for the International Union of Operating Engineers, Local 68, provided the staff member authorizes such deduction in writing in proper form to the local University Human Resources Office.

2. Union dues deductions from any staff member in this negotiating unit shall be limited to Local 68, 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 members 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 initiation fees from the pay check of any employee who provides written authorization to the Union and University payroll. The initiation fee shall be as follows:

Operating Engineer \$312.50 or \$31.25 for ten (1) pay periods.

Skilled Trades (Plumber, Carpenter, Mechanic, Etc) \$250.00 or \$25.00 for ten (10) pay periods.

Helpers, Facility Mechanics - \$125.00 or \$12.50 for ten (10) pay period

#### **E. Representation Fee (Agency Shop)**

##### **1. Purpose of Fee**

Beginning thirty (30) days after agreement on this contract, all eligible nonmember staff members 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 members 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 members who previously served in a position identified as excluded or confidential, for individuals re-employed in this unit from a reemployment list, for staff members returning from leave without pay, and for previous staff member 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 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 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 a 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 members 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 members.

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 XX**

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

**A.** A staff member shall, within five (5) working days of a written request to his agency or department, have an opportunity to review his central personnel history folder in the presence of an appropriate official of the department or agency to examine any criticism, commendation of any evaluation of his 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.

**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 XXI**

### **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, issues of arbitrability and specific performance of the Agreement.

## **ARTICLE XXII**

### **A. Legislative Action**

1. If any provisions of this Agreement required legislative action, or the appropriation of funds for their implementation, it is hereby understood and agreed that such provisions shall become effective only after the necessary legislative action or rule modification is enacted, and that the parties shall 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 members in this unit, this Agreement shall not be construed as a limitation on their eligibility for such improvements.

### **B. Savings Clause**

1. 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.

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

## **ARTICLE XXIII**

### **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 XXIV**

### **AVAILABILITY OF CONTRACTS**

The University will post the final contract on its web site under Labor Relations.

If the union chooses to print copies of this contract, the University will pay for the number of contracts it requests for its own use.

## **ARTICLE XXV**

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

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

This Agreement shall become effective on the date when the Union presented 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, 2013 or October 1, of any succeeding year for which the Agreement has been reviewed. The parties agree to enter into collective negotiations concerning a successor Agreement to become effective on or after July 1, 2014, subject to the provisions above.

### **C. Negotiations Procedures**

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.

### **D. Notification**

For the purpose of giving notice as provided in Article XXV, the University may be notified through the Vice-President for Human Resources, 65 Bergen Street, Newark, New Jersey, 07107; and the Union through Local 68, 11 Fairfield Place, West Caldwell, New Jersey 07006.



**IN WITNESS WHEREOF**, the University of Medicine and Dentistry of New Jersey and the International Union of Operating Engineers, Local 68-68A-68B, have caused this agreement to be signed by their duly authorized representatives.

**University of Medicine & Dentistry of NJ**

**IOUE Local 68**

Denise V. Rodgers, M.D.  
President

Edward P. Boylan  
President

Gerard Garcia  
Interim VP for Human Resources

Kevin P. Frey  
Recording Secretary

Abdel Kanan, Esq.  
Director of Labor Relations

Michael D. Lewis  
Business Representative

## Appendix A

For the purposes of Article XIV, Section A. "University Operating Units" are defined as follows:

### 1. Newark Campus

- a. University Hospital
- b. N.J. Medical School (including Graduate School of Biomedical Sciences)
- c. N.J. Dental School
- d. School of Nursing
- e. SHRP
- f. UBHC
- g. Central Administration

### 2. New Brunswick/Piscataway

- a. Robert Wood Johnson Medical School (including School of Nursing and SHRP staff)
- b. UBHC
- c. Central Administration

### 3. Stratford/Camden

- a. SOM (including School of Nursing and SHRP staff)
- b. UBHC
- c. Central Administration

Physical Plant staff members on the Newark Campus, employed in University Hospital and Central Administration, will be considered as one Operating Unit.

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

Appendix B.

JOB SERIES TITLES

<b>TITLE</b>	<b>Table</b>	<b>Grade</b>
CARPENTER I	OH	2000
CARPENTER II	OH	1700
SR ELECTRICIAN	OH	2400
ELECTRICIAN I	OH	2100
ELECTRICIAN II	OH	1800
HVAC MECHANIC I	OH	2400
HVAC/R MECH I	OH	2400
HVAC MECHANIC II	OH	2100
HVAC/R MECH II	OH	2100
HVAC/R MECH III	OH	1800
MASON PLASTERER I	OH	1950
MASON PLASTERER II	OH	1700
MECH SYS MECHANIC I	OH	2400
MECH SYS MECHANIC II	OH	2100
MECHN SYS MECHANIC III	OH	1800
OPERATING ENG I	OH	2550
OPERATING ENG II	OH	2350
OPERATING ENG III	OH	2100
PAINTER I	OH	1950
PAINTER II	OH	1700
PLUMBER STEAMFITTER I	OH	2100
PLUMBER STEAMFITTER II	OH	1800

**OPERATING ENGINEER TITLES AND GRADES**

<b>TITLE</b>	<b>TB</b>	<b>GRADE</b>
CARPENTER I	OH	2000
CARPENTER II	OH	1700
ELECTRICIAN I	OH	2100
ELECTRICIAN II	OH	1800
SR ELECTRICIAN	OH	2400
ELECTRONIC TECHN I	OH	2100
ELECTRONIC TECHN II	OH	1800
FACILITY MECH	OH	1700
HVAC MECHANIC I	OH	2400
HVAC MECHANIC II	OH	2100
HVAC/R MECH I	OH	2400
HVAC/R MECH II	OH	2100
HVAC/R MECH III	OH	1800
MASON PLASTERER I	OH	1950
MASON PLASTERER II	OH	1700
MECH SYS MECHANIC I	OH	2400
MECH SYS MECHANIC II	OH	2100
MECHN SYS MECHANIC III	OH	1800
OPERATING ENG I	OH	2550
OPERATING ENG II	OH	2350
OPERATING ENG III	OH	2100
OPERATING ENG APPRENTICE	OH	1500
PAINTER I	OH	1950
PAINTER II	OH	1700
PLUMBER STEAMFITTER I	OH	2100
PLUMBER STEAMFITTER II	OH	1800
REFRIGERATION MECH I	OH	2400
TRADES HELPER SKILLED TRADE	OH	1350

Side Letter 1

July 1, 2006

Dennis J. Giblin, President  
International Union of Operating Engineers  
Local 68-68A-68B

Re: Mechanical Systems Mechanics Per Shift

Dear Mr. Giblin:

Within 90 days of ratification, the Union, Labor Relations and appropriate administration of the University of Medicine & Dentistry of NJ shall meet to discuss issues regarding the assignment of two Mechanical System Mechanics per shift on each campus.

Sincerely,

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Abdel Kanan, Esq  
UMDNJ  
Director of Labor Relations

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Dennis J. Giblin  
President  
IUOE Local 68

Side Letter 2

July 1, 2006

Dennis J. Giblin, President  
International Union of Operating Engineers  
Local 68-68A-68B

Re: Attendance Control Policy

Dear Mr. Giblin:

Within 90 days of ratification, the University and IUOE Local 68 agree to review and discuss the Attendance Control Policy.

Effective calendar year 2006 the Perfect Attendance Bonus is eliminated.

Sincerely,

---

Abdel Kanan, Esq  
UMDNJ  
Director of Labor Relations

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Dennis J. Giblin  
President  
IUOE Local 68

Side Letter 3

July 1, 2006

Dennis J. Giblin, President  
International Union of Operating Engineers  
Local 68-68A-68B

Re: Intermittent Leave & Leave to Care for Seriously Ill Family Member

Dear Mr. Giblin:

In accordance with FMLA, it is agreed that the maximum leave allowed for Intermittent Leave is 12 weeks.

In addition, Local 68 employees taking medical/FMLA leave to care for a family member with a serious illness, the maximum leave allowed is twelve (12) weeks. Paid leave time may consist of a maximum of ten (10) days of accrued sick time used first, then vacation and float holidays.

Sincerely,

---

Abdel Kanan, Esq  
UMDNJ  
Director of Labor Relations

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Dennis J. Giblin  
President  
IUOE Local 68