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**AGREEMENT**



**COLLEGE OF MEDICINE AND DENTISTRY  
OF NEW JERSEY**



**TEAMSTERS LOCAL UNION NO. 286  
PUBLIC SERVICE EMPLOYEES**


January 1, 1976 – June 30, 1978

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## **PREAMBLE**

This Agreement between the College of Medicine and Dentistry of New Jersey and Local No. 286, International Brotherhood of Teamsters has been created for the purpose of furthering harmony and mutual understanding between the College, the Union and its employees.

It is mutually understood that the mission of the College 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.

## **RECOGNITION**

A. The College of Medicine and Dentistry hereby recognizes Local No. 286 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 employees employed by the College of Medicine and Dentistry at all locations as set forth in Paragraph (B) hereof.

B. The employees included are:

1. Licensed Practical Nurses
2. Clerical Employees
3. Health Care and Services Employees
4. Operations, Maintenance and Service Employees
5. Permanent, Part-time employees in the above categories who regularly work a minimum of 20 hours per week.

The employees excluded are:

1. Managerial Executives
2. Professional Employees
3. Registered Nurses
4. Confidential Employees
5. Craft Employees and Craft Assistants
6. Supervisors
7. Guards and Policemen
8. All other Part-time, casual or temporary employees

## **ARTICLE I**

### **MANAGEMENT RIGHTS**

The College 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 College 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 employees are retained by the College.

## **ARTICLE II**

### **FAIR TREATMENT**

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

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

#### **B. Non-Discrimination**

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 employee organization.

#### **C. Fair and Equitable Treatment**

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

#### **D. Permanent Part-time Employees**

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

## **ARTICLE III**

### **PERSONNEL PRACTICES**

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

B. The College shall furnish identification cards to all employees. Lost cards shall be reported immediately.

C. Whenever an employee is delayed in reporting for a scheduled work assignment, he shall endeavor to contact his supervisor in advance, if possible. An employee who has a reasonable excuse and is less than fifteen (15) 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. A record of such lateness shall be maintained and may be charged against any compensatory time accrual or vacation leave balances.

1. Lateness beyond the fifteen (15) 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 fifteen (15) 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. When an employee is unable to get to his assigned work because of weather conditions, his absence may be compensated if he has a sufficient compensatory time balance, or if none is available, a charge may be made against administrative leave balance or vacation balance if requested by the employee. Such absence will alternatively be without pay.

2. Employees 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 the appointing authority.

**ARTICLE IV**

**GRIEVANCE PROCEDURE**

**A. Definition of Grievance**

The term "Grievance" shall mean an allegation that there has been:

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 College 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 employee grievances.
2. It is agreed that the individual employee 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 an employee shall be processed in accordance with the provisions of Article XV, Discipline of this Agreement.
4. Provisions of Article V B "Newark City Contract" may be grieved up to and including Step 2 of this grievance procedure. The decision at Step 2 will be final.
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 College 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 Steps 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 College 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 College have the right directly to examine or cross-examine witnesses who appear at any step of this procedure.

#### **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 employee 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. 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.
2. Reference to days in this procedure are working days of the party to which they apply except as otherwise specified.
3. 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 three (3) working days, be submitted to the next step. The lack of response by the College within the prescribed time, unless time limits have been extended by mutual agreement, shall be construed as a negative response.
4. Where the subject of the grievance suggests it is appropriate and where the parties mutually agree, such grievance may be initiated at or moved to Step Two without a hearing at the lower Step.
5. 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.
6. Time limits under this article may be changed by mutual agreement only.
7. Hearings shall be held and decisions after a scheduled grievance hearing shall be rendered in writing within the time limits below, except that the decision will be considered timely if rendered within these time limits or within three (3) days after the conclusion of the hearing, whichever is later:
  - a. at Step One within five (5) days;
  - b. at Step Two within ten (10) days of the receipt of the appeal from the Step One decision.

#### **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 President of the College. The President or his designee will conduct a hearing and render a decision. The grievant may be represented by the President of the Union or his designee.

If the grievance involves a matter as defined in A(2) under " Definition of Grievance" the decision of the President or his designee will be final.

## Step Three Arbitration

1. In the event that the grievance has not been satisfactorily resolved in step two, and the grievance involves an alleged violation of the Agreement as described in the definition of a grievance in A.1 above, then a request for arbitration may be brought only by the Union, through its President within ten (10) calendar days from the day the Union received the step two decision, by mailing a written request for arbitration to the Director of the Governor's Office of Employee Relations. If mutually agreed, a 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 name of the College Department and employee involved, copies of the original grievance, appeal documents and written decisions rendered at the lower steps of the grievance procedure.

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. 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 College, 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 College 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. 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.

## **ARTICLE V**

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

#### **A. Prior Benefits and Practices**

Any and all existing benefits, policies, practices and general working conditions uniformly affecting all employees in the unit in effect on the date of this Agreement shall remain in effect except to the extent they are modified by this Agreement. Regulatory policies initiated by the College 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 College changes or intends to make changes which have the effect of eliminating or altering such terms and conditions of employment, the College will notify the union and, if requested by the union within 10 days of such notice or of such change or of the date on which the change would reasonably have become known to the employees affected, the College shall within 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.

#### **B. Newark City Contract**

The terms and conditions of the Contract between the City of Newark and the College transferring the Martland Hospital to the College shall continue to be implemented with no reduction of conditions and is attached as Appendix A.

## **ARTICLE VI**

### **Administration of Agreement**

The Union and the College 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-employee relations.

## ARTICLE VII

### WAGES

#### A. **Salary Program**

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

1. A system of position classifications with appropriate position descriptions.
2. A salary range with specific minimum and maximum rates and intermediate merit incremental steps therein for each position.
3. Regulations governing the administration of the plan, including an Employee Performance Evaluation.
4. The authority, method and procedures to effect modifications as such are required.

#### B. **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 employee.

#### C. **Special Payment Program**

It is agreed that during the term of this Agreement for the period July 1, 1975-June 30, 1977, the following salary and fringe benefit improvements shall be provided to eligible employees in the unit within the applicable policies and practices of the State and in keeping with the conditions set forth herein.

1. Subject to the State Legislature enacting appropriations of funds for these specific purposes, the State agrees to provide the following benefits effective at the time started herein or, if later, within a reasonable time after enactment of the appropriation for the fiscal year July 1, 1975 through June 30, 1976:

(a) Normal merit increments shall be paid to all employees eligible for such increments within the policies of the State Compensation Plan during the fiscal year 1975-1976. Eligible employees earning a base salary rate, exclusive of overtime, of \$12,000 per year or less, shall receive implementation of their normal merit increment with retroactivity to their respective anniversary dates in the event such date has passed as of the implementation of this Agreement. Eligible employees earning a base salary rate, exclusive of overtime, of more than \$12,000 per year shall receive implementation of their normal merit increment on the quarterly anniversary date next following their actual respective anniversary dates, with retroactivity to such next following quarterly anniversary date in the event such date has passed as of the implementation of this Agreement. In the event funds are appropriated for such purpose as set forth in paragraph

1. above, employees whose normal merit increment was not implemented on their respective actual anniversary dates will receive retroactive payment back to their respective actual anniversary dates.

(b) Each full time employee with one year or more of service as of July 1, 1975 shall be entitled to a one time cash payment if currently employed on the date of such payment. Such payment shall not constitute a modification of the State Compensation Plan. Each employee who is earning a base salary rate, exclusive of overtime, of \$12,000 per year or less shall receive a cash payment of \$250.00. Each employee who is earning a base salary rate exclusive of overtime, of more than \$12,000 shall receive a cash payment of \$125.00. Employees who have at least six months of service but less than a full year of service as of July 1, 1975 shall receive one-half of one of the cash payments as outlined above depending on their base salary exclusive of overtime.

(c) Employees serving in class titles for which the salary ranges have been truncated as a result of the assigned minimum annual authorized hiring rates of \$6360 for a 40 hour workweek, \$5874 for 37½ or NL workweek, or \$5565 for a 35 hour workweek, who are at the maximum step in their respective salary ranges and who are otherwise eligible for a normal merit increment, shall receive cash payments equal to the value of an increment applied from their respective anniversary dates, with retroactivity where warranted, to the end of the fiscal year. These cash payments, which shall be one quarter of the annual value of the normal merit increment, shall be made to the employees then currently employed upon completion of each quarter year of eligibility. Employees who have been at the maximum step of these truncated salary ranges for longer than one full year at the beginning of the fiscal year shall be eligible for the four (4) quarter payments provided herein. No employee shall be entitled to more than four (4) quarterly payments and no eligibility for such payments shall accrue beyond the fourth quarter of this fiscal year. These cash payments shall not constitute an addition to the base salary of the employees affected nor shall they be construed to be a modification of the State Compensation Plan.

(d) The State administered Prescription Drug Program shall be extended to members of this bargaining unit effective January 1, 1976 or as soon as possible thereafter. It shall provide benefits to all eligible unit employees and their eligible dependents.

Each prescription required by competent medical authority for Federal legend drugs shall be paid for by the State subject to a deductible provision which shall not exceed \$1.25 per prescription or renewal of such prescription and further subject to specific procedural and administrative rules and regulations of the State Program.

Each employee, shall after extension of the Program to this unit, be provided with an authorization and identification card, a list of participating pharmacies in the Program and a brochure describing the details of the Program.

The authorization and identification card shall include the union identification and emblem.

(e) Permanent part time employees in the unit shall be entitled to one half of the one time cash payment described in (b) above and under the conditions set forth therein. Eligibility shall be determined by annualizing their base salaries. Sections (c) and (d) shall not apply to part time employees.

2. Subject to the State Legislature enacting an appropriation of funds for these specific purposes, the State agrees to provide the following benefits during the fiscal year 1976-1977 effective at the time stated or, if later, within a reasonable time after enactment of the appropriation:

(a) There shall be a seven percent increase across the board for all employees effective in the first pay period of the fiscal year 1976-1977. The State Compensation Plan salary schedules shall be adjusted in accordance with established procedures to incorporate the increase for each step of each salary range. Each employee shall receive the increase by remaining at the step in the range occupied prior to this adjustment.

(b) Normal merit increments shall be paid to all employees eligible for such increments within the policies of the State Compensation Plan.

(c) The Prescription Drug Program, as outlined in C. 1 (d) above, shall be continued during the fiscal year FY 76-77 and the State shall provide any necessary funds to maintain the current prescription drug program provided for these employees.

(d) After application of the modification of the salary structure as provided in (a) above, the State shall adjust its minimum annual salaries through the normal procedures within the State Compensation Plan to reflect an improvement in the minimum annual salaries as shown below.

	<u>From</u>	<u>To</u>
35 hour week	\$5,565	\$6,000
40 hour week	\$6,380	\$6,800
37½ or NL work week	\$5,874	\$6,300

(e) Part time employees are ineligible for the benefits provided in paragraphs (c) and (d) above.

To achieve implementation of the agreements made above, subject to the availability of funds appropriated by the Legislature for those specific purposes, the State shall seek introduction of appropriate funding measures to provide the monies provided for both fiscal years.

## ARTICLE VIII

### 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 employees within each classification having the same salary level, except for part-time employees. The regularly scheduled standard workweek is assigned as either 35 hours, 37½ hours, or 40 hours. Part-time employees are assigned workweeks shorter than the standard workweek.

2. All full-time employees shall be scheduled to work a regular shift as determined by the College which work shifts shall have stated starting and quitting times. When scheduled changes are made, the maximum possible notice shall be given and the employee's convenience shall be given consideration.

3. An employee whose shift has changed shall be given adequate advance notice which normally will be at least one week and shall not be less than forty-eight (48) hours except in the case of an emergency. Should such advance notice not be given, an employee affected shall not be deprived of the opportunity to work the regularly scheduled number of hours in his workweek.

4. Work schedules shall provide for a fifteen minute rest period during each one half (½) shift. Employees who are required to work beyond their regular quitting time into the next shift shall receive a fifteen minute rest period when the period of work beyond their regular shift exceeds 2 hours.

5. The time sheet of an employee shall be made available for inspection on his request.

6. When an employee 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 hours are worked, except when the end of the call-in period coincides with the beginning of his regular shift.

7. The provisions of this section A do not apply to employees designated as "N.L." Hours of work for N.L. employees may be adjusted by the College in keeping with existing regulations and procedures.

## **B. Overtime**

1. The College conforms to the N.J. State Regulations on Overtime and the Federal Fair Labor Standards Act.

2. All employees shall be compensated at time and one half for all hours worked in excess of their regularly scheduled, standard workweek. 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 (1½) hours for each hour worked.

4. For the purpose of computing overtime, all holidays hours paid for but unworked and hours of paid leave shall be counted as hours worked for overtime purposes.

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 College shall give the employees as much advance notice as possible relative to the scheduling of overtime.

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

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

8. The provisions concerning overtime do not apply to employees designated as "NL". Hours of work for "NL" employees may be adjusted by the responsible agency official in keeping with existing regulations and procedures.

## ARTICLE IX

### HOLIDAYS

The number of holidays provided to members of the unit will be equal to the number of holidays provided by Statute or Executive Order to all State employees, but in no case shall the number of holidays provided members of the unit be fewer than thirteen (13) in number.

When an extra holiday declared by Executive Order coincides with an official holiday of the College, the employee may schedule a day off in lieu of the holiday at his discretion during the fiscal year in which the State holiday declared by Executive Order occurs.

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

When a scheduled holiday falls on either Saturday or Sunday, the following controls:

1. For the employees on a Monday to Friday standard work week schedule, a scheduled holiday falling on a Sunday is observed on the following Monday; a scheduled holiday falling on a Saturday is observed on the preceding Friday.
2. For employees on a seven day standard work week schedule, a schedule holiday falling on a Saturday or Sunday is observed on that day.
3. In no instances will an employee receive the duplicating benefit of both 1 and 2 for the same holiday.

If an employee is required to work on a holiday, he will be paid in accordance with College policy (1) at the rate of time and one-half his basic rate for all hours worked, in addition to (2) his holiday allowance. Such compensation will conform where appropriate, to the treatment given Overtime pay above in Article VIII-B. Premium pay provisions in this article and in this agreement do not apply to "N.L." employees.

## ARTICLE X

### VACATIONS

#### A. Vacation Benefits

All employees 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 | 1½ working days for each month |
|---|--------------------------------|



- |                                |                                    |
|--------------------------------|------------------------------------|
| 2. From 1 to 12 years          | 1¼ working days for each month     |
| 3. From 13 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 the pressure of patient care, the choice of vacation time will be determined within the work unit on the basis of College seniority subject to the current College vacation policy.

#### **C. Use of Vacation Time**

After the initial 90-day probationary period, 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 employee has given prior notice to and received the written approval of his department head.

#### **E. Separation**

Upon separation from the College or retirement, an employee shall be entitled to vacation allowance of unused vacation time accrued within the time limit described in (A) above, except that an employee separated during his initial probationary period will not be entitled to such allowance.

#### **F. Death**

If an employee dies having vacation credits accrued within the limits in (A) above, a sum of money equal to the compensation computed on said employees salary rate at the time of death shall be calculated and paid to the employee'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 permanent employees upon the completion of a 90-day probationary period.

### 3. Lay-Off

Seniority will prevail on lay-offs due to lack of work in the job classification. Seniority will prevail on call backs within one year from lay-off.

### 4. Shift Preferences

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

### 5. Changes in Status

A transferred, reclassified or promoted employee serves a 90-day probationary period on the new job. If the employee fails to perform satisfactorily he may be returned to his former job (if still open) or placed in an opening suitable to his work experience.

### 6. Termination of Seniority

An employee's seniority is broken by quits, 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 Personnel Department shall prepare for posting lists of all actual or anticipated permanent vacancies within the College. The lists shall be posted on the bulletin boards one (1) week in advance of filling the vacancy. A copy of each list shall be provided to the Union.
- b. Non-probationary employees who wish to make application for lateral transfer to any such vacancy shall submit their requests in writing to Personnel Department.
- c. Selection shall be based on the qualifications of the applicants, seniority and the welfare of the College.
- d. All accumulated leave benefits will be transferred with the employee.
- e. When an eligible employee is not transferred for reasons other than lack of seniority, such employee shall be notified of the reasons for denial of transfer in writing by the Personnel Department.

2. Involuntary Transfers from One Unit to Another Unit.

- a. No involuntary transfers shall be made except for just, fair and equitable cause.
- b. Where requested, the Personnel Department shall furnish to the employee who has been transferred, an explanation in writing for the transfer.
- c. All accumulated leave benefits will be transferred with the employee.

**C. Contracting Services**

If the College contemplates contracting for work normally performed by employees covered by this Agreement, the College agrees to, prior to the execution of such contract, meet with the Union for discussion of the proposed contract. If such a contract is executed, the College agrees to make every effort to arrange that displaced employees be given other jobs with the College for which they are qualified.

If such jobs are not available within the College, every reasonable effort will be made to secure suitable employment with other employers in the area. If such contracting necessitates the layoff of personnel, employees so affected shall be given at least 45 days notice prior to being laid off and will be given the opportunity to fill vacancies for which they are qualified before new employees are hired for such vacancies.

**ARTICLE XII**

**EMPLOYEE BENEFITS**

**A. Health and Retirement Benefits**

Except as other wise provided in the contract with the City of Newark for acquisition of Martland Hospital, all members of the unit are eligible for Health Insurance, Pension/Life Insurance benefits on the same basis and to the same extent provided to all State employees. Should legislative action improve these benefits for State employees during the life of this contract members of the unit shall receive such additional benefits as are applicable to them.

1. State Health Benefits Program

- a. During the term of this Agreement the College shall continue to provide and to pay the full cost of the current State Health Benefits Program of New Jersey Blue Cross/Blue Shield, which shall be the series "750" plan effective August 1, 1975, including Rider "J" and Major Medical Benefits for all eligible employees in the unit. As defined under the State Health Benefits Program, employees' eligible dependents who are enrolled in the program shall be covered without cost to the employee.

b. The College will extend to a maximum period of 90 days the health insurance coverage for eligible employees and their covered dependents enrolled in the State Health Benefits Program upon exhaustion of such employee's accumulated sick and vacation leave and who are granted on approved sick leave without pay, with the College paying the cost. In those instances where the leave of absence (or an extension of such leave) without pay is for a period of more than 90 days, the employee may still prepay Health Benefits premiums at the group rate provided to the State for the coverage provided in paragraph a. for the next 90 days of the approved leave of absence following the period of 90 days paid for by the State as provided in the paragraph above.

**2. Health Maintenance Organization**

Pursuant to N.J.S.A. 26:2J-1 through 30, employees may opt to receive medical coverage from approved Health Maintenance Organizations, when available, in lieu of the normal coverage under the State Health Benefits Program. Eligibility requirements and administrative procedures are governed by the State Health Benefit Commission. Pursuant to N.J.S.A. 26:2J-1 through 30, the State shall not make a contribution for any employee greater than the contribution which would otherwise be made to the State Health Benefits Program. Therefore, as determined by the Health Benefits Commission, employees opting to participate in a Health Maintenance Organization will be required to contribute the difference in the cost for such participation.

3. Those former Newark City employees who continue as employees of the College after age 65 and who would be ineligible to continue in the State Health Benefits Plan because of lack of coverage under Federal Medicare Protection shall be enrolled in a separate coverage Blue Cross/Blue Shield Plan, the cost of which will be shared equally by the College and the employee. This provision shall take effect only after appropriate legislation is enacted.

4. The College agrees to assume the full cost of the health benefits coverage for College employees and their dependents, but not including survivors, when such employees retire after 25 years or more of service as provided under the State Plan, excepting those who elect deferred retirement, but including those who retire for disability on the basis of fewer years of service as credited in the State Plan, and the cost of charges under Part B of the Federal Medicare Program covering the eligible employee and the employee's spouse, where retirement is effective on or after July 1, 1972.

## **B. Employee Protection**

The College 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 an employee for any act or omission arising out of and in the course of the performance of the duties of such employee.

## **C. Uniforms**

Where the College requires employees to wear uniforms, the College will generally provide the uniforms. However, in those instances where the College chooses not to provide uniforms required to be worn by certain employees, the College will give the employees an annual uniform allowance of \$60 (sixty).

## **D. Physical Examination**

The College will provide to each member of the unit a physical examination at the time of employment and, upon request, annually thereafter, at no cost to the employee.

## **E. Tuition Refund Plan**

A Tuition Refund Plan shall be constructed by the College. The plan will be discussed with the Union prior to funding and implementation.

## **F. Insurance Savings Program**

Subject to any condition imposed by the insurer, all employees shall have the opportunity to voluntarily purchase various insurance policies on a group participation basis. The policy costs are to be borne entirely by the employee selecting insurance coverages provided in the program. The College will provide a payroll deduction procedure whereby authorized moneys may be withheld from the earned salary of such employees and remitted to the insurance company.

The insurance company will provide information concerning risks covered, service offered, and all other aspects of the program to each interested employee.

# **ARTICLE XIII**

## **CLASSIFICATION OF NEW POSITIONS**

When a new position is created during the life of this Agreement, the College 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 2 grievance in the Grievance Procedure. The decision at Step 2 will be final.

## ARTICLE XIV

### EMPLOYEE PERFORMANCE EVALUATION

- A. Employee performance shall be evaluated and reviewed with the employee annually by the employee's supervisor. Each overall evaluation shall fall into one of the following categories: "Outstanding," "Satisfactory" or "Unsatisfactory."
- B. Each employee 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 employee.
- C. The employee 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 employee before being placed in the employee's personnel file. The employee's signature shall signify that the employee has seen and reviewed the evaluation, but not that he necessarily concurs with its contents.
- D. Employees may grieve "Unsatisfactory" ratings through Step 2 of the Grievance Procedure. The decision at Step 2 will be final.
- E. Where the normal merit increment has been denied due to an unsatisfactory performance rating and if subsequent performance of the employee is determined by the supervisor to have improved to the point which then warrants granting of a merit increment, such increment will be granted effective on any one of the three quarterly dates (3-6-9 mos.) which follow the anniversary date of the employee, and subsequent to the improved performance and rating which justifies such action. The determination by a supervisor to recommend a reinstatement of a merit increment as provided here-in shall not be grievable. The normal anniversary date of such employee shall not be affected by this action.

## ARTICLE XV

### DISCIPLINE

- A. The terms of this article shall apply to all employees including former Newark City employees acquired by the College under the terms and conditions of the contract between the City of Newark and the College transferring

Martland Hospital to the College. However, the terms of this article shall not apply to probationary employees except as specified in paragraph K (1) below. Discipline of any employee shall be imposed only for just cause.

B. Discipline under this Article means official written reprimand, suspension without pay, reduction in grade or dismissal from service, based upon the personal conduct or performance of the involved employee. Dismissal from service or reduction in grade based upon a layoff or operational changes made by the College shall not be construed to be discipline.

C. Just cause for discipline including dismissal from service shall include those causes set forth in the College 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.

D. Where an appointing authority or his designee imposes discipline pursuant to paragraph C, written notice of such discipline shall be given to the employee. 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.

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

F. Any grievance relating to the involved disciplinary matter must be filed by the employee within ten (10) calendar days of notice of discipline to the employee involved. The President of the College or his designee, will convene a hearing within twenty (20) calendar days after receipt of such disciplinary grievance. The President of the College, or his designee, shall render a written decision within twenty (20) calendar days from the date of such hearing. The employee may be represented at such hearing by the Local Union President, or his designee. The decision rendered herein shall be final except where the disciplinary grievance involves a penalty as set forth in paragraph G below.

G. In the event the grievance has not been satisfactorily settled or otherwise resolved and involves the following contemplated or implemented penalties:

- (1) Suspension of five days or more at one time;
- (2) Suspensions more than three times or for an aggregate or more than 15 days in one calendar year;
- (3) Demotion;
- (4) Discharge;

Then, the Union may appeal the disciplinary grievance through the disciplinary arbitration process as herein provided.

H. An appeal to disciplinary arbitration may be brought only by the Union through its President or his designee by mailing a written request for disciplinary arbitration to the Director of the Governor's Office of Employee Relations, which must be postmarked within ten (10) calendar days from the decision rendered in paragraph F. A request for disciplinary arbitration shall contain the name of the department and the employee involved, a copy of the original grievance, the notice of discipline and any written decisions rendered concerning the matter.

I. Within thirty (30) days of the execution of this agreement, the parties shall mutually agree upon a panel of not less than three disciplinary arbitrators. Each member of the panel shall serve in turn as the sole arbitrator for a given case. Where 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 agree upon a panel. The disciplinary arbitrator shall hold a hearing at a place convenient to the parties as soon as possible after the request for arbitration but not later than thirty (30) days after the arbitrator accepts the case. The arbitrator shall issue a decision as soon as possible but not later than 30 days after the hearing.

J. 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 employee 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 employee 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 employee was dismissed from service. The arbitrator may consider any period of suspension served or the period that the employee 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 employee 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 backpay 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 on the 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.

#### **K. General Provisions**

1. The terms of this Article shall not apply to probationary employees or employees serving a working test period, provided such working test period does not exceed six months. This exclusion shall not apply to probationary employees who otherwise hold permanent appointment in a job classification included in the negotiating unit, except that under no circumstances will the College's judgement as to the adequacy of the employee's performance in a probationary period or any action taken in pursuance thereof be deemed to be discipline within the meaning of this Article.

##### **2. Administrative Summons**

A member of the unit who receives a verbal or written administrative summons to report to the Personnel Department, 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 employee's request. If, during the course of a discussion between an employee 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 employee may, at that time, request such Union representation.

3. Where criminal charges are initiated, the right of the employee to representation by his attorney shall not be violated.

4. An employee shall not be disciplined for acts, except those which would constitute a crime, which occurred more than one year prior to the service of the notice of discipline. The employee's whole record of employment, however, may be considered with respect to the appropriateness of the penalty to be imposed.

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

### **ARTICLE XVI**

#### **LEAVES OF ABSENCE**

##### **A. Maintenance of Benefits - Leave With Pay**

Employees on leave with pay shall continue to receive full benefits by the College as provided by this Agreement.

## **B. Maternity Leave**

Employees covered by this Agreement shall be entitled to maternity leave as hereinafter set forth. Request for such leave will be made in writing to the Personnel Department. Notification of the pregnancy shall be given to the Personnel Department not later than the end of the third month of the pregnancy. Except for reasons of health and safety or inability to perform her job, the pregnant employee shall be permitted to work provided the attending physician approves and so advises in writing. Such employee shall be granted earned and accumulated sick leave during the time prior to the expected date of confinement and for one month after the actual date of birth. Additional time beyond the one month period shall be granted upon presentation of a doctor's certificate setting forth the necessity therefor.

During maternity leave, earned and accumulated vacation time and earned compensatory time will be utilized when sick leave is exhausted.

Subject to approval by the appointing authority, employees covered by this Agreement who are entitled to maternity leave who are without or have exhausted accrued sick leave, vacation or compensatory time will be granted leave of absence without pay to the end of the period of maternity leave prescribed above. Leaves of absence may be granted by the appointing authority for a period or periods not to exceed a total of one year from the initial date of maternity leave, upon written request when accompanied by a doctor's certificate setting forth the need therefor.

Maternity leave shall not be granted beyond one year.

Requests for maternity leave are subject to review by the College's Medical Department.

## **C. Sick Leave**

The current sick leave policy shall be continued during the life of this Agreement as follows:

1. During the remainder of the calendar year in which an employee first acquired permanent status, that employee will accumulate sick leave privileges as earned on the basis of one and one-quarter (1¼) days per month of service or major fraction thereof.
2. Permanent employees starting with the second year of permanency shall be entitled to fifteen (15) days sick leave each calendar year on a cumulative basis. The leave is credited in advance at the beginning of the year in anticipation of continued employment for the full year and may be used on the basis and accordance with established College policy.
3. An employee commences earning sick leave from the day of hiring and as long as said employee is on the payroll of the College.
4. Sick days not taken by an employee in any one year shall then accumulate from year to year.

5. When an employee becomes ill while on his assigned work shift and he cannot continue his work because of the illness, he shall be compensated for a minimum of one half day except that if he has worked four or more hours, he shall be compensated for the regularly assigned shift. Excuse for such illness will be granted by the appointing authority, by appropriate supervisory or medical personnel when available.

6. Whenever a permanent employee retires, except an employee who elects deferred retirement, pursuant to the provisions of a State administered retirement system and has to his credit any accrued sick leave, he shall be compensated for such accrued sick leave.

The supplemental compensation payment to be paid hereunder shall be computed at the rate of one-half of the eligible employee's daily rate of pay for each day earned and unused accumulated sick leave based upon the \_\_\_\_\_

average annual base rate of compensation received during the last year of his employment prior to the effective date of his retirement, provided, however, that no such lump sum supplemental compensation payment shall exceed \$12,000.00.

The compensations shall be paid in accordance with the State rules then obtaining.

#### **D. Death**

At the time of a death of a family member, up to three (3) consecutive calendar days off with pay will be granted to members of the unit provided they are scheduled to work those days, and provided sick pay or other paid leave is accumulated to the credit of the employee, and is so charged.

Members of the immediate family are defined as spouse, children, parents brothers or sisters, parents-in-law or other relatives living in the employee's household. Exceptions may be made to the designated members of the immediate family in cases in which the deceased has had a long-standing familial relationship with the employee.

In the cases where the death of a grandchild, grandparent, brother-in-law, aunt or uncle, niece or nephew occurs, up to one calendar day off with pay will be granted to attend the funeral services, provided sick pay or other paid leave is accumulated to the credit of the employee, and is so charged.

#### **E. Administrative Leave**

Newly hired employees during the remainder of their first calendar year of service shall be granted one and one-half (1½) days of administrative leave of absence with pay for each three (3) months of service to the statutory limit of three (3) days.

Other employees shall be entitled to three (3) days of administrative leave of absence with pay in each calendar year.

Administrative leave may be used for emergencies, observation of religious or other days of celebration but not holidays, personal business or other personal affairs.

Administrative leave shall be granted by the appointing authority upon written request of the employee (except in the case of emergency) and leave shall be scheduled in advance provided the request may be granted without interference with the proper conduct of the government function involved.

Priority in granting such requests shall be (1) emergencies, (2) observation of religious or other days of celebration but not holidays, (3) personal business, (4) other personal affairs.

Administrative leave may be scheduled in units of one-half (½) day, one (1) day or more than one (1) day.

Such leave credit shall not accumulate. Unused balances in any year shall be canceled.

#### **F. Special Leave**

1. An employee shall be granted necessary time off without loss of pay when he is summoned and performs jury duty as prescribed by applicable law; or when required to perform emergency civilian duty in relation to national defense or other emergency when so ordered by the Governor or the President of the United States.

2. When an employee is summoned to appear as a witness before a court, legislative committee, or judicial or quasi judicial body unless the appearance is as a party to the litigation in a matter unrelated to his capacity as an employee, he shall be granted necessary time off without loss of pay if such appearance is during his scheduled work shift. Where his appearance is during a shift period immediately contiguous to his scheduled shift, he shall be granted compensatory time equal to the hours required for such duty.

3. In no case will this special leave be granted or credited for more than the employee's normal work day or work-week to a maximum of 8 hours in any day or 40 hours in any week.

4. The employee 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. Marriage Leave**

The College will grant a two week Leave of Absence without pay to an employee who requests it for the marriage of the employee.

#### **H. Military Leave**

Policy on military leave will be governed by applicable State and Federal Statute.

### **I. Return From Leave**

An employee 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.

### **J. Leave of Absence Due to Injury**

An employee covered by this Agreement who is disabled because of a job-related injury or disease shall, upon appropriate recommendation and approval by the College, be granted a leave of absence with pay. Contingent upon the availability of departmental funds legally usable for this purpose, such approved leave may be granted with full pay, with reduced pay, or with full pay for a certain period and reduced pay thereafter.

Any amount of salary or wages paid or payable to an employee for disability leave shall be reduced by the amount of Workmen's Compensation Award under the New Jersey Workmen's Compensation Act for temporary disability.

Such leave may be granted for up to one year from the date of injury or illness and shall be based on medical or other proof of the injury or illness and the continuing disability of the employee.

This program shall be administered without discrimination.

## **ARTICLE XVII**

### **POLICY AGREEMENTS**

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

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

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

## **ARTICLE XVIII**

### **COLLEGE – UNION BUSINESS**

#### **A. Union Activity**

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

- a) Represent employees 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 College 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/College Representation**

1. The Union shall furnish the Personnel Director or other designee or the College 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 College of any changes in the list and keep it current.

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

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

4. Employees 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 employee.

5. It is agreed that the Union will appoint or elect up to twenty (20) Stewards and the following officers, listed below, who will be recognized by the

College in their defined authority to act for the Union: President, Secy-Treasurer, Attorney of Record, 3 Business Agents, and 2 Consultants of the Union.

### **C. Bulletin Boards**

1. The College 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 Personnel Office 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 Personnel Officer will approve the posting except when such material is profane, obscene, defamatory of the State or College and its representatives or which constitutes election campaign propaganda.

### **D. Union Dues Deduction**

1. The College agrees to deduct from the regular paycheck of employees included in this bargaining unit, dues for the Teamsters No. 286, provided the employee authorizes such deduction in writing in proper form to the local College Personnel Office.

2. Union dues deductions for any employee in this negotiating unit shall be limited to the Teamsters Local No. 286, the duly certified majority representative. Existing written authorizations for union dues deductions to an employee organization other than Teamsters Local No. 286 must be terminated within sixty (60) days of the date of this Agreement or within sixty (60) days after the effective date provided for in the enabling legislation provided for in paragraph 5 below whichever is later.

3. Dues so deducted by the College 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 employees included.

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

5. Paragraph 2 of this provision shall become effective only after the necessary enabling legislation is enacted.

#### **E. Leave for Union Activity**

The College agrees to provide leave of absence with pay for delegates of the Union to attend Union activities. A total of 90 days of such leave may be used in each year of this Agreement.

This leave is to be used exclusively for participation in the State-wide Teamsters Convention or for other 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 College is required. Written notice, from the Union, of the authorization of an individual to utilize such leave time shall be given to the College Personnel Office where the individual is employed at least 21 days in advance of the date or dates of such meeting except in an emergency, less notice may be given. It is understood that the Union authorization for use of this leave is intended to be fairly distributed among institutions of the College. Granting of such leave to an employee shall not be unreasonably withheld by the College.

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 10 days of paid leave in a year period and 5 days of paid leave for any single conference or convention for any individual employee except in the case where special approval of an exception may be granted by the College.

Leave not utilized in any yearly period shall not be accumulated except that where the Union requests in writing not later than 30 days prior to the end of the year period a maximum of 20 percent of the allotted days may be carried over into the succeeded year period for specifically approved meetings.

In addition, the College agrees to provide leave of absence without pay for delegates of the Union to attend Union activities approved by the College. A total of 90 days of such leave of absence without pay may be used in each year of this Agreement. Granting of such leave shall not be unreasonably withheld by the College. This additional leave of absence without pay to be used under the same conditions and restrictions expressed in connection with the leave of absence with pay.

## **ARTICLE XIX**

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

A. An employee shall, within five (5) working days of a written request to his agency or department, have an opportunity to review his central personal history folder in the presence of an appropriate official of the department or agency to examine any criticism, commendation or any evaluation of his work performance or conduct prepared by the College during the term of this



Agreement. Such examination shall not require a loss of paid time. If requested by the employee, a non-employee union representative may accompany the employee.

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

B. Each regular written evaluation of work performance shall be reviewed with the employee and evidence of this review shall be the required signature of the employee 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. An employee 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 College's needs for comprehensive and complete records but will not be unreasonable denied.

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

## **ARTICLE XX**

### **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 XXI**

### **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 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 employees 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 State and the Union, agree to meet and renegotiate any provision so affected.

### **ARTICLE XXII**

#### **COMPLETE AGREEMENT**

The College 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 memorandum 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 XXIII**

#### **NEGOTIATIONS OF A NEW AGREEMENT**

Negotiation of a successor agreement shall commence approximately October 1, 1977 upon written request of the Union which shall be accompanied by the written proposals of the Union. Such negotiations shall be subject to Chapter 303 L68 or other laws of the State of New Jersey then applicable and to any Rules and Regulations promulgated thereunder.

### **ARTICLE XXIV**

#### **AVAILABILITY OF CONTRACTS**

Within thirty (30) days after the signing of this Agreement by both parties, 4,000 copies of this Agreement shall be printed by the College. The cost will be shared with the Union. The College will deliver 300 copies to the Union for their

office use and will arrange to distribute a copy to each employee then in the bargaining unit and to each new employee covered by the contract.

## ARTICLE XXV

### TERM OF AGREEMENT AND REOPENING

A. This Agreement shall become effective January 1, 1976 if ratified prior to then, or thereafter within seven (7) days after ratification, and shall remain in full force and effect until June 30, 1978.

B. The parties agree to reopen this Agreement only for the purposes of negotiating wages and fringe benefits to become effective on or after July 1, 1977. Such reopener shall be no later than October 1, 1976.

C. It is understood and agreed in the event that legislation is enacted authorizing the "agency shop" concept for public employees in the State of New Jersey, the College will, upon thirty (30) days' notice, meet with the Union and reopen the Agreement for the purpose of negotiations on such subject.

D. The Agreement shall automatically 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 January 1, 1977 or January 1 of any succeeding year.

E. For the purpose of giving notice as provided in Articles XXIV and XXV "Term of Agreement," The College may be notified through the Director, Office of Employee Relations, Governor's Office, State House, Trenton, New Jersey; and the Association through Local 286 IBT, Clifton, N.J.

IN WITNESS WHEREOF, the parties have caused this Agreement  
to be executed under their hands and seals. November 12, 1970

FOR THE COLLEGE OF MEDICINE &  
DENTISTRY OF NEW JERSEY:

<u>Frank A. ...</u>	<u>A. ...</u>
<u>Charles A. ...</u>	<u>...</u>

FOR LOCAL 286, INTERNATIONAL  
BROTHERHOOD OF TEAMSTERS:

<u>...</u>	<u>Susan ...</u>
<u>Aaron C. Johnson</u>	<u>...</u>
<u>...</u>	<u>...</u>
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