

**COLLECTIVE BARGAINING
AGREEMENT**

Between the

**UNIVERSITY of MEDICINE and
DENTISTRY**

of NEW JERSEY

and

TEAMSTERS LOCAL 97

(July 1, 2003 – June 30, 2006)

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PREAMBLE

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

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

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

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

RECOGNITION

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

A. The staff included are:

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

* As set forth in the list of included titles

B. The staff excluded are:

1. Managerial Executives
2. Professional Staff

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

ARTICLE I

MANAGEMENT RIGHTS

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

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

ARTICLE II

FAIR TREATMENT

A. No Reprisals

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

B. Regular part-time Staff

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

C. Temporary full-time Staff

Temporary full-time staff shall be eligible for all leave programs as described herein or otherwise stated in the policies of the University and shall be eligible for all health benefits described herein, subject to any required pre-enrollment period. Temporary full-time staff may submit applications for posted University positions.

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

ARTICLE III

PERSONNEL PRACTICES

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

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

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

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

D. Lateness or Absence Due to Weather Conditions

1. All staff members are subject to University Policy governing absences or lateness including the University's Inclement Weather policy No. 00-01-10-17:00, in effect on October 3, 1996.

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

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

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

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

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

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

ARTICLE IV

GRIEVANCE PROCEDURE

A. Definition of Grievance

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

B. Purpose

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

C. General Provisions

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

6. Grievance resolutions or decisions at Step 1 shall not constitute a precedent in any arbitration or other proceeding unless a specific agreement to that effect is made by the University and Union. This shall not be construed to preclude either party from introducing relevant evidence, including such grievance resolutions, as to the prior conduct of the other party.

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

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

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

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

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

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

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

14. Directive

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

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

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

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

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

D. Informal Procedure

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

E. Grievance Steps

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

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

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

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

Step One

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

Step Two Arbitration

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

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

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

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

3. In non-disciplinary matters, the arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement or laws of the State, or any written policy of the State or sub-division thereof or of the University, and shall confine his decision solely to the interpretation and application of this Agreement. He/She shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him, nor shall be final and binding, consistent with applicable law and this Agreement. In no event shall the same question or issue be the subject of arbitration more than once. The arbitrator may prescribe and appropriate back pay remedy when he finds a violation of this Agreement. The arbitrator shall have no authority to prescribe a monetary award as a penalty for a violation of this Agreement. Rules, regulations, formal policies or orders of the State or the University shall not be subject to revision by the arbitrator except if specifically provided herein. The fees and expenses of the arbitrator and recording of the procedure shall be divided equally between the parties. Any other cost of this proceeding shall be borne by the party incurring the cost.

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

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

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

ARTICLE V

Prior Benefits and Practices

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

ARTICLE VI

Administration of Agreement

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

ARTICLE VII

WAGES

A. Wage and Salary Program

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

1. A system of position classification with appropriate position descriptions.
2. A salary structure with specific minimum rates for each position.
3. Regulations governing the administration of the plan, including a Staff member Performance Evaluation.
4. The authority, method and procedures to effect modifications as such are required.

B. Job Classification/Realignment

All position titles existing as of July 1, 2002 shall be classified and realigned, as appropriate, by the University into four (4) categories: Technical, Service Maintenance, Paraprofessional and Clerical. Such classification and realignment shall be completed by the University not later than June 30, 2004. It is understood that incumbent employees in the bargaining unit shall not have their then current hourly rate of pay reduced as a consequence of the alignment of their job into any particular category.

C. Correcting Payroll Errors

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

D. Wage Structure/Entry Rate

Effective July 1, 2001, the "TH" Salary Scale shall be eliminated and replaced with a salary structure reflecting minimum rates for the positions as classified and realigned as set forth in Article VII(B) of this Agreement.

1. The minimum rates shall be driven by market considerations. The minimum rates shall be determined not later than June 30, 2004. Until the minimum rates are determined, there will be no adjustment to the entry level minimum rates in existence on July 1, 2002. At the time that the minimum rates are established, incumbent employees

in the bargaining unit shall not have their then hourly rate of pay reduced as a consequence of the establishment of a new minimum rate or other adjustment to wage range applicable to the job which they presently hold. Pending the implementation of the new wage structure, current rates shall be utilized as the basis for the hiring range in each position.

2. New hires shall receive a salary adjustment at the conclusion of a 180 day probationary period, or as extended.

3. New hires shall receive a two (2) year anniversary adjustment, provided there is no discipline pending and performance is satisfactory. The classification and realignment set forth in Article VII(B) of this Agreement shall not require effected employees to serve a new probationary period.

4. New hires shall be hired at the newly established entry level rate, except the University shall have the right to hire new employees at a higher entry rate not to exceed the then-existing rate for the foregoing two (2) year adjustment, provided the new hire has a minimum of four (4) years of outside relevant experience.

5. Should an incumbent employee be promoted to a position or new entry level rate for that position, the employee shall be entitled to the wage adjustments applicable at the conclusion of the relevant probationary period and at their two (2) year anniversary provided such rates have been implemented.

E. Salary Program July 1, 2003 - June 30, 2006

It is agreed that during the term of this Agreement, July 1, 2003 - June 30, 2006, the following salary and fringe benefit improvements shall be provided to eligible staff in the unit within the applicable policies and practices of the University and in keeping with the conditions set forth herein. Subject to the State Legislature enacting appropriations for these specific purposes, the University agrees to provide the following benefits effective at the time stated herein.

1. a. Effective July 1, 2003, the base compensation of those then employed in the bargaining unit shall be increased by 3.0%, plus an additional 0.5% multiplied by the number of steps the employee would have been eligible to receive between 7/1/97 and 6/30/01 had the "TH" Salary Scale been implemented in those years.

b. Effective July 1, 2004, the base compensation of those then employed in the bargaining unit shall be increased by 3.0%, plus an additional 0.5% multiplied by the number of steps the employee would have been eligible to receive between 7/1/97 and 6/30/01 had the "TH" Salary Scale been implemented in those years.

c. Effective July 1, 2005, the base compensation of those then employed in the bargaining unit shall be increased by 3.0%, plus an additional 0.5% multiplied by the number of steps the employee would have been eligible to receive between 7/1/97 and 6/30/01 had the "TH" Salary Scale been implemented in those years.

2. All shift differentials paid to members of this bargaining unit will be ninety (90) cents per hour effective January 2, 2000.

3. Effective January 2, 2000, paramedics will be upgraded by one salary range. Effective January 2, 2000, Senior Auto Mechanics employed in EMS will be upgraded one salary range to the Senior Auto Technician. However, this upgrade is provisional subject to meeting all requirements of the Senior Auto Technician title. If these requirements are not met by July 1, 2000, then the mechanic(s) will revert to their current title and range.

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

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

ARTICLE VIII

HOURS OF WORK AND OVERTIME

A. Hours of Work

1. The duration of the work week for each job classification within the unit shall be consistent for all staff within each classification having the same salary level, except for part-time staff. The regularly scheduled standard workweek is assigned as either 35 hours, 37 1/2 hours, or 40 hours. Part-time staff are assigned workweeks shorter than the standard workweek.

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

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

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

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

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

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

1. Except for EMS 12 hour staff, the normal schedule shall include a provision for an unpaid meal period during the mid portion of the work day. There shall be a minimum of one-half (1/2) hour provided for the meal period, except in emergency situations.

2. Any staff member required to be on call shall be compensated at the rate of \$2.75 per hour.

B. Overtime

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

2. Effective January 1, 1997, all staff shall be compensated at one and one half (1 1/2) times the regular rate of pay for all hours worked in excess of forty (40) hours. Overtime pay and other premium pay shall not be pyramided.
3. Such overtime hours shall be compensated either by (a) cash, or (b) compensatory time off, at the rate of one and a half (1 1/2) hours for each hour worked.
4. Effective January 1, 1997, all unworked but paid holidays shall be counted as hours worked for overtime and all paid vacation time shall be counted as hours worked for overtime purpose. However, all paid sick time shall not be counted as hours worked for overtime purposes. For twelve hour staff, holiday hours paid for but worked shall be counted for overtime purposes. These hours shall be counted on an hour for hour basis towards the forty (40) hours.
5. Insofar as the same is practical and consistent with the efficiency of operations, overtime shall be scheduled and distributed on a rotational basis by job classification within each functional work unit without any discrimination. To the extent that it is practical and reasonable to foresee, the University shall give the staff as much advance notice as possible relative to the scheduling of overtime.
6. For the purpose of this provision, each staff member is expected to be available for overtime work. A staff member who refuses an overtime assignment shall be considered to have worked for the purpose of determining equal distribution of overtime. Once a staff member is scheduled and accepts an overtime assignment, he shall be subject to all University rules and regulations and the appropriate provisions of this Agreement.
7. In cases where there are no volunteers and overtime is required, then the least senior qualified staff member of the staff on duty shall be required to stay and work the overtime. Such mandatory overtime shall be rotated starting with the least senior qualified staff member.
8. Lists reflecting the overtime call status of the staff shall be available to the Union in the functional work unit.
9. Supervisors shall be required to maintain accurate weekly records of staff member's compensatory time balances. This record shall be made available for inspections upon request of the staff member.

ARTICLE IX

HOLIDAYS

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

New Year's Day

Martin Luther King's Birthday

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas

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

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

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

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

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

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

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

SECTION B

Holidays for Twelve Hour Shift Staff

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

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

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

For the period December 1, through May 30 for each year of this Agreement, each staff member will be compensated, in a lump sum payment in July, for all five (5) University designated holidays which fell within this period while the staff member was actively employed.

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

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

ARTICLE X

VACATIONS

A. Vacation Benefits

All staff covered by this agreement will be entitled to the following vacation schedule effective November 1, 1999:

Amount of Service:

1. Up to the end of the first calendar year 1 1/4 working days for each month
2. From 1 to 10 years 1 1/4 working days for each month
3. From 11 to 20 years 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 the proper patient care, the choice of vacation time will be determined within the work unit on the basis of University seniority subject to the current University vacation policy.

C. Use of Vacation Time

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

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

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

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

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

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

D. Notice Approval

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

E. Separation

Upon separation from the University or retirement, a staff member shall be entitled to vacation allowance of unused vacation time accrued, except that a staff member separated during his initial probationary period will not be entitled to such allowance.

F. Death

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

7/14/06

Attorneys Meeting Notes

Before each attorneys meeting, Jim or I will be responsible for preparing arbitration materials. We will be responsible for bringing the following books into the meeting:

- (1) Elkouri and Elkouri, 6th ed.;
- (2) Grievance guide, 9th ed.;
- (3) Discipline and discharge; and
- (4) Discipline and discharge supplement.

-Research the legal issues present in the arbitration, and make copies for everyone.

-as soon as we find out who the arbitrator is, we need to pull the relevant cases from that arbitrator.

-lay out the issues for the attorneys to discuss at the meetings. (coordinate all of this with coach)

Jim called the pleading I am filing for TSA 193, a "motion in aid of litigant's rights."

-If I am spending a lot of time researching a legal issue, stop and show them what I've got so far, and they'll let me know if I should continue.

ARTICLE XI

SENIORITY AND TRANSFERS

A. Seniority

1. Job Promotion

Seniority will be one of the criteria for job promotions.

2. Seniority

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

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

3. Effective January 1, 2000, seniority will prevail in layoffs due to economic reasons or reorganization. Bumps shall be only within the job title in a University Operating Unit or to the immediate prior title on the Campus. (See Appendix E for listing of University Operating Units)

4. Changes in Status

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

5. Termination of Seniority

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

B. Transfers

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

a. The Human Resources Department shall prepare for posting of all actual or anticipated regular vacancies within the University. 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 staff who wish to make application for any such vacancy shall submit their requests in writing to the Human Resources Department.

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 or transfer in writing by the Human Resources Department.

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

2. Involuntary Transfer from One Unit to Another Unit

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

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

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

C. Contracting Services

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

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

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

ARTICLE XII

STAFF BENEFITS

A. Health and Retirement Benefits

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

B. Staff Protection

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

C. Uniforms

Effective July 1, 1999, the annual uniform allowance for all non-EMS staff will be \$500 and the annual uniform allowance for EMS staff shall be \$650. (this allowance shall be pro-rated for part-time staff). Effective July 1, 2001, the University shall supply uniforms for all uniformed staff in lieu of the uniform allowance.

D. Physical Examination

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

E. Tuition Refund Plan

Effective January 1, 2000, the University shall increase tuition reimbursement to nine hundred dollars (\$900) per semester, a maximum of twenty seven hundred dollars (\$2,700.00) per year.

Effective January 1, 2001, the University shall increase tuition reimbursement to one thousand dollars (\$1000) per semester, a maximum of three thousand dollars (\$3,000.00) per year.

F. Preceptor Pay

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

G. Eye Care Program

The program shall be administered by the University and shall provide benefits to all eligible full-time staff and their eligible dependents (spouse and unmarried children under 23 years of age who live with the staff member in a regular parent-child relationship).

The program shall provide for eligible staff and dependents to receive a \$35 payment for prescription eyeglasses with regular lenses or a \$40 payment for such glasses with bifocal lenses.

Full-time staff and eligible dependents as defined above shall be eligible for a maximum payment of \$35.00 or the cost, whichever is less, of an eye examination by an Ophthalmologist or an Optometrist.

Each eligible staff member and dependent shall be eligible to receive only one payment for glasses and one payment for examinations during each of two fiscal periods, namely July 1, 1999 to June 30, 2001 and July 1, 1999 to June 30, 2001. The extension of benefits to dependents shall be effective only after the staff member has been continuously employed for a minimum of sixty (60) days. Proper affidavit and submission of receipts are required of the staff member in order to receive payment and must be submitted to the local Human Resources or Benefits office.

This program shall be discontinued on June 30, 2001.

H. Dental Care Program

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

An optional Group Dental program which will provide services through specific dental clinics will be made available to staff in this unit when legally and administratively feasible. Participation in this program shall be voluntary with a condition that each participating staff member authorized a bi-weekly salary deduction not to exceed 50 percent of the cost of the coverage for a one year period. When the new program is available, the staff will be able to enroll in only one of the two programs or in no program at all.

I. Temporary Disability Plan

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

J. Prescription Drug Program

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

K. 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% (one half of one percent) of the base salary as of the last pay period of the previous fiscal year. All staff hired during any fiscal year shall pay prorated fee for the remainder of the fiscal year based on their salary at time of hire.

ARTICLE XIII

CLASSIFICATION OF NEW POSITIONS AND JOB DESCRIPTIONS

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

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

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

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

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

ARTICLE XIV

STAFF MEMBER PERFORMANCE EVALUATION

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

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

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

D. Staff receiving a rating of "2" shall not be entitled to receive a merit increase. 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 staff member's performance must be re-evaluated after another three month period (within 90 days) and if the performance is evaluated at a level of "3" or better, then the staff member shall receive a merit increase as of the date of the re-evaluation. If upon re-evaluation the performance has not come up to a satisfactory/meets standards level then the merit shall be denied for the balance of the year and 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. Staff receiving a "1", rating shall not be entitled to receive a merit increase. A "1" performance evaluation shall be considered as a final warning for purposes of the disciplinary process. The supervisor shall review the performance deficiencies with the staff member and shall counsel the staff member as to appropriate steps which should be taken to improve performance and shall review with the staff member any warnings or prior counseling received with respect to performance. The performance of staff evaluated as "1" shall be carefully monitored by the supervisor. If the staff member's performance improves to the level of satisfactory/meets standards or better, then the staff member shall be re-evaluated six months after the date of the unsatisfactory rating and shall receive a merit increase as of the date of the re-evaluation. If performance remains below the satisfactory/meets standards level, such staff member shall be discharged.

ARTICLE XV

LEAVES OF ABSENCE

A. Sick Pay and Leaves of Absence

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

B. Sick Pay

1. All bargaining unit members hired before July 1, 1993 shall receive one and a quarter sick days per month. All bargaining unit members hired on or after July 1, 1993 shall receive one sick day per month

a. Effective January 1, 2000, all bargaining unit members hired before July 1, 1993 shall receive one and one sixth (1 1/6) sick days per month. All bargaining unit members hired on or after July 1, 1993 shall receive (1) sick day per month.

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

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

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

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

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

D. The application must also be approved by the Campus Human Resource Director or his/her designee.

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

3. Sick pay accruals are cumulative from one year to the next. Bargaining unit members can use no more than thirty four (34) weeks of paid sick leave in any twelve month period, except as provided in Section D2.

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

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

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

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

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

C. Death or Critical Illness in the Immediate Family:

At the time of a death of a family member, up to three (3) consecutive calendar days off with pay will be granted to staff 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. Members of the immediate family are defined as spouse, children, parents, brothers or sisters, parents-in-law or other relatives living in the staff member household. In cases where the death of a grandchild, grandparent, 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 to attend the funeral services, 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 critically ill and requiring the presence of such staff member may be granted in accordance with University Policy.

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

D. Medical Leave

1. A medical leave shall be granted upon presentation of a letter to the supervisor 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. As provided in this Article, Section B3, paid sick time can be used up to thirty four (34) weeks. Once either all sick time is used or thirty four (34) weeks expire, staff may then apply for up to an eighteen (18) week unpaid medical leave of absence. Staff who have applied for medical leave after the expiration of thirty four (34) weeks of paid sick time will be able to use any remaining sick time accruals to be paid during the medical leave of absence. The total amount of time that a bargaining unit member may be continuously out of work cannot exceed fifty two (52) weeks.

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

E. Military Leave

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

F. Jury Duty

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

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

G. Leave of Absence Due to Injury

1. Effective, January 1, 1997 any staff member in this bargaining unit who becomes disabled because of a job related injury shall if approved by Risk and Claims Management be granted a leave of absence. Payment during such leave will be made in accordance with the New Jersey Worker's Compensation Act, except that in cases where the physical injury arises in and out of the course of the performance of assigned job duties and functions, payment will be seventy (70%) per cent of salary.

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

H. Marriage

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

I. Personal

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

TYPES OF LEAVE MAXIMUM LENGTH

Medical Leave including maternity 18 weeks

Personal Leave 1 month

Education 6 months in any calendar year

Military In accordance with Federal Law

J. Return from Leaves

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

ARTICLE XVI

POLICY AGREEMENTS

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

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

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

ARTICLE XVII

UNIVERSITY - UNION BUSINESS

A. Union Activity

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

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

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

B. Union/University Representation

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

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

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

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

5. It is agreed that the Union will appoint or elect up to one Shop Steward for each one hundred members of the bargaining unit. There will be a minimum number of twenty-eight (28) stewards during the life of the agreement. The following officers listed below will be recognized by the University in their defined authority to act for the Union:

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

C. Union Privileges

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

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

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

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

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

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

D. Reassignment (for Union Officers and Stewards)

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

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

E. Bulletin Boards

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

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

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

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

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

F. Union Dues Deductions

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

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

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

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

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

G. Leave for Union Activity

The University agrees to provide leave of absence with pay for delegates of the Union to attend Union activities. A total of fifteen (15) days of such leave may be used each year of this Agreement. The total is an aggregate total for the entire bargaining unit.

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

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

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

H. Grievance Investigation - Time Off

When a grievance has been formally submitted in writing and the Union represents the grievant, and where the Union Chief Steward, Steward, or other Representative Officer requires time to investigate such grievance to achieve an understanding of the specific work problem during work hours, the Chief Steward, Steward or Officer will be granted permission and reasonable time, to a limit of one (1) hour, to investigate without loss of pay. It is understood that the supervisor shall schedule such time release providing the work responsibilities of the Chief Steward, Steward or Officer and of any involved staff member are adequately covered and providing further there is no disruption of work. Such time release shall not be unreasonably

withheld and upon request could be extended beyond the one (1) hour limit for specified reasons. If the circumstances warrant an exception to this limit. Where a Union Steward serves a mutually agreed upon grievance district encompassing two (2) or more geographically separated work locations and where the circumstances require it, a maximum of two (2) hours may be authorized for any appropriate investigation of grievances. In certain limited situations, when specifically requested by the Local Union President, or in his absence his designee, and authorized by the appropriate University official or his designee, it may be advantageous to investigate an alleged contractual grievance prior to the formal submission of the grievance, and permission for such investigation, within the time constraints provided above, shall not be reasonably withheld.

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

I. Membership Packets

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

J. Representation Fee (Agency Shop)

1. Purpose of Fee

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

2. Amount of Fee

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

3. Deduction and Transmission of Fee

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

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

The University shall deduct the representation fee as soon as possible after the tenth day following reentry into this unit for staff who previously served in a position identified as excluded or confidential, for individuals reemployed in this unit from a reemployment list, for staff returning from leave without pay, and for previous staff 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 Union shall return any part of the representation fee paid by the staff member which represents the staff member's additional pro rata share of expenditures by the Union that is either in aid of activities or causes of a partisan political or ideological nature only incidentally related to the terms and conditions of employment, or applied toward the cost of any other benefits available only to members of the majority representative.

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

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

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

5. University Held Harmless

The Union hereby agrees that it will indemnify and hold the University harmless from any claims, actions or proceedings brought by any staff member in the negotiations unit

which arises from deductions made by the University in accordance with this provision. The University shall not be liable to the Union for any retroactive or past due representation fee for an staff member who was identified by the University as excluded or confidential or in good faith was mistakenly or inadvertently omitted from deduction of the representation fee.

6. Representation Fee

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

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

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

7. Legal Requirements

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

ARTICLE XVIII

ACCESS TO PERSONNEL FOLDERS AND EVALUATIONS

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

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

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

C. A staff member may request the expungement of materials including 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 relations to the University's needs for comprehensive and complete records but will not be unreasonably denied.

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

ARTICLE XIX

PRESERVATION OF RIGHTS

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

ARTICLE XX

A. Legislative Action

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

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

B. Savings Clause

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

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

ARTICLE XXI

COMPLETE AGREEMENT

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

ARTICLE XXII

AVAILABILITY OF CONTRACTS

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

ARTICLE XXIII

TERM OF AGREEMENT, SUCCESSOR AGREEMENT AND NEGOTIATION PROCEDURES

A. Term of Agreement

This agreement shall become effective on the date when the Union presents written certification of proper ratification to the University and shall remain in full force and effect from July 1, 2003 to June 30, 2006. 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, 2005 or October 1, of any succeeding year for which the Agreement has been renewed. The parties agree to enter into collective negotiations concerning a successor Agreement to become effective on or after July 1, 2006, subject to the provisions above.

C. Negotiations Procedures

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

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

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

UNIVERSITY OF MEDICINE & INTERNATIONAL BROTHERHOOD

DENTISTRY OF NEW JERSEY OF TEAMSTERS

Stuart D. Cook
President

John Gerow
President

Maryann Master
Acting Vice President for Human Resources

Donald Krauchuk
Secretary-Treasurer

Gerald Garcia
Director of Compensation

Abdel Kanan, Esq.
Director of Labor Relations

George Burr
Business Agent

Dorothy Pellet
Business Agent

APPENDIX A

Withdrawal Letter

APPENDIX B

Service Award

The University agrees to continue a service award for FY2004. Staff with ten or more years of service as of June 30, 2002 will be paid five hundred dollars (\$500.00). Staff with twenty or more years of service as of each June 30, 2002 will be paid seven hundred dollars (\$700.00). No bargaining unit member will be eligible for more than one such payment. Eligibility will be determined based on active payroll status as of July 1, 2003. Payment for each year will be made by the second check of August. Notwithstanding the above, employees otherwise eligible for the Service Award who are receiving a wage increase of greater than three-percent (3%) in FY2004 shall not receive the Service Award. The Service Award Program shall terminate on July 1, 2004.

APPENDIX C

**TEAMSTER SALARY SCALE
"TH" SALARY SCALE**

Effective July 1, 2003

Grade Step I Step 2 Step 3 Step 4 Step 5 Step 6 Step 7 Step 8 Step 9

Grade 4
40 Hrs.
37.5 Hrs.
35 Hrs.

Grade 5
40 Hrs.
37.5 Hrs.
35 Hrs.

Grade 6
40 Hrs.
37.5 Hrs.
35 Hrs.

Grade 7
40 Hrs.
37.5 Hrs.
35 Hrs.

Grade 8
40 Hrs.
37.5 Hrs.
35 Hrs.

Grade 9
40 Hrs.
37.5 Hrs.
35 Hrs.

Grade 10
40 Hrs.
37.5 Hrs.
35 Hrs.

Grade 11
40 Hrs.
37.5 Hrs.
35 Hrs.

Grade 12
40 Hrs.
37.5 Hrs.
35 Hrs.

Grade 13
40 Hrs.
37.5 Hrs.
35 Hrs.

Grade 14
40 Hrs.
37.5 Hrs.
35 Hrs.

Grade 15
40 Hrs.
37.5 Hrs.
35 Hrs.

Grade 16
40 Hrs.
37.5 Hrs.
35 Hrs.

T012F ADMITTING CLERK TH 09A
T013F ADMITTING SVCS SPEC I TH 15A
T014F ADMITTING SVCS SPEC II TH 13A
T015F ADVANCED DEMO TH 11A
T016F ANESTHESIA EQUIP TECH I TH 11A
T017F ANESTHESIA EQUIP TECH I TH 13C
T018F ANESTHESIA EQUIP TECH II TH 09A
T019F ANGIOGRAPHIC TECH TH 21A
T020F ANIMAL CARETAKER TH 10A
T021F ANIMAL CARETAKER TH 12C
T025F ASST REGISTRAR PATIENT RECORDS TH15A
T026F AUTO ADMITTING CLERK TH 12A
T027F AUTOMOTIVE MECHANIC TH 16C
T028F AV TECHN TH 07A
T029F AV TECHNOLOGT TH 15A
T080F BILLING CLERK TH 13A
T030F BILLING TECHN TH 15A
T031F BILLING TECHN I TH 17A
T032F BILLING TECHN TRNE TH 12A
T033F BLOOD GAS TECHNOLOGT TH 19C
T034F BUS DRIVER TH 13C
T035F CAFETERIA CASHIER TH 11C
T396F CARDIOVASCULAR TECHNICIAN TH 22C
T036F CARETAKER TH 05A
T037F CASHIER TH 09A
T040F CENSUS CLERK TH 12A
T038F CENTRAL SVCS TECH I TH 15C
T039F CENTRAL SVCS TECH II TH 13C
T425F CERTIFIED MED ASST TH 11A
T041F CLAIMS INVESTIGATOR TH 11A
T042F CLAIMS REVIEWER TH 16A
T043F CLERK DRIVER TH 06A
T044F CLERK STENO TYPIST TH 06A
T045F CLERK TYPIST TH 05A
T046F CLERK TYPIST RECEPT TH 06A
T047F CLIN ASST TH 08A
T410F CLINIC SERVICES ASST TH 12A
T381F CLINIC SERVICES REP I TH 15A
T382F CLINIC SERVICES REP II TH 13A
T400F CLINICAL SUPPORT SPEC TH 16A
T048F CODER ABTRACTOR TH 15A
T424F CODING SPEC TRAINEE TH 13A
T050F COMM COOR TH 17A
T051F COMM OUTREACH WORKER TH 15A
T049F COMMUNICATNS OPER TH 11B
T348F COMPUTER APPLICATIONS SPEC TH 18A
F420F COMPUTER OPER A TH 19C

T420F COMPUTER OPER A TH 19C
T421F COMPUTER OPER B TH 14C
T052F COMPUTER OPER I TH 19A
T053F COMPUTER OPER II TH 17A
T054F COMPUTER OPER III TH 12A
T055F COOK TH 16C
T056F COUNSLR HLTH ED TH 15A
T057F COURIER CLERK TH 08C
T405F COURIER CLERK TH 06A
T058F CREDIT & COLL COOR TH 17A
T351F CT SCAN TECHNOLOGIST TH 21A
T061F D P I O CONTROL SPEC I TH 18A
T062F D P I O CONTROL SPEC II TH 15A
T370F D P I O CONTROL SPEC III TH 13A
T063F DATA CONTROL CLERK I TH 15A
T064F DATA CONTROL CLERK I TH 15A
T060F DATA CONTROL CLERK II TH 13A
T066F DATA CONTROL SPEC TH 07A
T065F DATA CONTROL SPEC TRNE TH 06A
T389F DENTAL ASSOCIATE TH 13A
T073F DIALYSIS TECH TH 14C
T074F DIET CONTROL ASST TH 10C
T075F DIETETIC TECHN TH 15C
T076F DIETETIC TECHN TH 13A
T077F DISCHARGE CLERK TH 12A
T078F DISPENSARY CLERK TH 09A
T079F DISPENSARY STERILE CLERK TH 09A
T067F DNTL ASST TH 12A
T361F DNTL ASST TH 14C
T068F DNTL ASST II TH 11A
T362F DNTL ASST II TH 13C
T069F DNTL ASST TRNE TH 10A
T371F DNTL ASST TRNE TH 12C
T352F DNTL COMP CARE COOR II TH 16A
T071F DNTL HYG TH 13A
T363F DNTL HYG TH 14B
T070F DNTL HYG EXPANDED DUTY TH 18A
T360F DNTL HYG EXPANDED DUTY TH 19B
T360F DNTL HYGIENIST EX DUTY TH 19B
T072F DNTL SVCS ASST TH 15A
T081F DRIVER MOBILE MED UNIT TH 15C
T082F ECHOCARDIOGRAPHY TECHNOLOGT TH 21C
T083F EEG TECHN TH 13A
T084F EKG TECHN TH 17C
T086F EKG TECHN TRNE TH 13C
T087F EMS DISPATCHER EMT TH 17C
T088F EMT TH 17C

T367F ENDOSCOPY TECHN TH 12C
T090F EQUIP CONTROL CLERK TH 13A
T091F EXPANDED DUTY DNTL ASST TH 14A
T093F EXPEDITOR TH 15C
T095F FAC PRAC BILLING TECH TH 15A
T096F FAC PRAC BILLING TECH I TH 17A
T094F FAC PRAC BILLING TECH TRNE TH 12A
T097F FAMILY HLTH CARE WORKER TH 10A
T383F FEE/CODING COORDINATOR TH 15A
T098F FILE CLERK TH 04A
T101F FIN COUNS II TH 13A
T099F FIN COUNS TRNE TH 13A
T100F FIN COUNSLR I TH 15A
T384F FIRST COOK TH 18C
T102F FISCAL ASST TH 13A
T103F FOOD SVC WORKER TH 08C
T403F GASTROINTESTINAL TECH TH 15C
T104F GRAD RESP CARE PRACTITIONR TH 19C
T106F GRANDFATHERED SR NURSE ASST TH 11A
T105F GRAPHIC ARTIST TH 15A
T107F GRILL WORKER TH 10C
T108F GROUNDSKEEPER I TH 14C
T109F GROUNDSKEEPER LABORER TH 08C
T110F HD AUDIT ACCOUNTS CLERK TH 15A
T113F HD CASHIER I TH 17A
T114F HD CASHIER II TH 15A
T115F HD CASHIER IMHS TH 11A
T112F HD CASHIER NJDS TH 17A
T116F HD CLERK TH 15A
T364F HD COURIER STOCK CLERK TH 13C
T117F HD DATA CONTROL CLERK TH 17A
T118F HD MEDICAL RECORDS CLERK TH 13A
T350F HEAD STOCK CLERK TH 15A
T119F HLTH PHYSICS ASST TH 14A
T120F HOLTER MONITOR TECHN TH 17C
T121F HOLTER MONITOR TECHN SOM TH 12A
T122F HOUSEKPG SPEC TH 08C
T123F HOUSEKPG SVC WORKER TH 08C
T124F HUMAN SVCS TECHN TH 10A
T125F INFO PREP CLERK TH 09A
T126F INFO RECEIPT CLERK TH 07A
T127F INPUT OUTPUT TECHN TH 09A
T417F INVENTORY CONTROL TECH TH 15A
T128F LAB ANIMAL TECHN TH 13A
T129F LAB ANIMAL TECHN TH 15C
T130F LAB ASST TH 07A
T131F LAB CLERK TH 05A

T132F LAB SVC WORKER TH 04A
T133F LAB TECHN TH 12A
T419F LEAD DNLT ASST TH 16C
T379F LEAD DNLT ASST TH 14A
T386F LEAD FOOD SERVICE WORKER TH 12C
T388F LEAD NUTRITION CARE ASST TH 15C
T385F LEAD PATIENT SVS ASST TH 12C
T406F LEAD PHARMACY TECHN TH 17A
T134F LEAD RADIOLOGICAL TECHNOLOGT TH 21A
T387F LEAD RETAIL SVS WORKER TH 13C
T135F LIB TECHN II TH 13A
T136F LIB TECHN III TH 11A
T137F LIB TECHN IV TH 08A
T138F LIB TECHN V TH 06A
T139F LINEN UNIFORM HANDLER TH 10C
T140F LOCKSMITH TH 19C
T402F LOCKSMITH TRAINEE TH 17C
T141F LOGISTICS CLERK TH 08A
T142F LPN TH 14A
T143F LPN TH 16C
T144F LPN TRNE TH 14C
T357F MECH LAB EQUIP TH 15C
T145F MEDICAL ASST TH 09A
T146F MEDICAL DISPATCHER I TH 19C
T147F MEDICAL HLTH TECHN TH 12A
T391F MEDICAL HLTH TECHN TH 14C
T148F MEDICAL RECORDS CLERK TH 07A
T369F MEDICAL RECORDS TECHN TH 12A
T149F MEDICAL SECRETARY TH 15A
T150F MEDICAL SVCS ASST TH 15A
T151F MEDICAL TECHN TH 14A
T152F MEDICAL TRANSCRIBER TH 09A
T153F MEDICAL WASTE PROG OPER TH 15C
T154F MICROCOMP TECH I AUDIO VISUAL TH15A
T155F MNLT HLTH SPEC I TH 18A
T156F MNLT HLTH SPEC II TH 15A
T158F MNLT HLTH SPEC II TH 17C
T160F MNLT HLTH SPEC II CMHC TH 19C
T161F MNLT HLTH SPEC III TH 13A
T162F MNLT HLTH SPEC III TH 15C
T164F MNLT HLTH SPEC III CMHC TH 17C
T165F MNLT HLTH SPEC IV TH 10A
T166F MNLT HLTH SPEC IV TH 12C
T168F MNLT HLTH SPEC IV CMHC TH 14C
T171F MNLT HLTH SPEC TRNE TH 07A
T172F MNLT HLTH SPEC TRNE TH 09C
T170F MNLT HLTH SPEC TRNE CMHC TH 11C

T173F MORGUE ATTENDANT TH 11A
T174F MORGUE CUSTODIAN TH 16A
T178F MULTI COMPETENT IMAGING TECHN TH22A
T177F MULTI RECORD TECHN TH 12A
T180F NEUROPHYSIOLOGY TECHN TRNE TH 14A
T179F NEUROPHYSIOLOGY TECHN TH 15A
T182F NURSING ASST TH 10C
T390F NUTRITION CARE ASST TH 12C
T414F OCCUPATIONAL THER ASST CERT TH 19C
T183F OFFSET MACHINE OPER TH 09C
T408F OPERATING ROOM INSTRUMENT TECH TH15C
T184F OPERATING ROOM TECHN TH 12A
T407F OPERATING ROOM TECHN I TH 17C
T185F OPERATING ROOM TECHN II TH 15C
T188F OPHTHALMIC ASST TH 14A
T189F OPHTHALMIC ASST TH 16C
T186F OPHTHALMIC PHOTOGRAPHER TH 15A
T187F OPHTHALMIC TECHN TH 18A
T413F OPHTHALMIC TECHN TH 20C
T393F ORTHOPAEDIC CAST TECHNICIAN TH17C
T190F ORTHOPEDIC TECHN TH 09A
T191F ORTHOPTIST TH 20A
T192F PARAMEDIC TH 19C
T423F PATIENT ACCESS REP TH 15A
T194F PATIENT ACCOUNTS CLERK I TH 15A
T195F PATIENT ACCOUNTS CLERK II TH 13A
T412F PATIENT ACCOUNTS CLERK II TH 15C
T193F PATIENT ACCOUNTS REP TH 15A
T196F PATIENT ESCORT MSGNR TH 05A
T202F PATIENT FAMILY RESOUR COOR TH 15A
T197F PATIENT RECEIPT TH 09A
T199F PATIENT RECORDS CLERK TH 07A
T200F PATIENT SVCS REP I TH 11A
T201F PATIENT SVCS REP II TH 09A
T203F PAYROLL TECH NURSING TH 13A
T204F PAYROLL TECHN TH 15A
T205F PC APPLICATIONS SPEC TH 18A
T206F PHARMACY CLERK TH 09A
T208F PHARMACY TECHN TH 15A
T207F PHARMACY TECHN TRNE TH 13A
T209F PHLEBOTOMIST TH 11A
T210F PHLEBOTOMIST I TH 13A
T211F PHLEBOTOMIST TRNE TH 10A
T213F PHYSICAL THERPY ASST TH 19C
T215F PREV MAINT CLERK I TH 18C
T214F PREV MAINT CLERK II TH 15C
T216F PREV MAINT CLERK II TH 13A

T226F PRIN CLERK TH 11A
T219F PRIN CLERK TRANSCRIBER TH 12A
T227F PRIN CLERK TYPIST TH 11A
T220F PRIN COURIER CLERK TH 15C
T358F PRIN DATA CODER TH 11A
T228F PRIN FILE CLERK TH 11A
T229F PRIN LAB ASST TH 11A
T230F PRIN LAB ASST TH 13C
T221F PRIN LAB SVC WORKER TH 12A
T231F PRIN LAB TECH TH 18A
T222F PRIN MEDICAL RECORDS CLERK TH 13A
T223F PRIN OFFSET MACHINE OPERATOR TH15C
T224F PRIN RECEIPT PATIENT SCHED TH 13A
T232F PRIN STOCK CLERK TH 13A
T233F PRIN STOCK CLERK TH 15C
T225F PRIN TECH ASST TH 18A
T234F PROG ASST CONTINUING EDUC TH 09A
T235F PROPERTY CONTROL ASST TH 12C
T236F RADIATION CLIN INST QA ASST TH21A
T237F RADIOLOGICAL CARE SPEC TH 19A
T238F RADIOLOGICAL TECHN I TH 19A
T239F RADIOLOGICAL TECHN PD TH 04A
T240F RADIOLOGY TRANSCRIPTIONIST TH 13A
T241F RECEIVING CLERK TH 09C
T245F RECEIPT TH 05A
T365F RECEIPT CLERK TYPIST TH 09A
T242F RECEIPT FILE RADIOLOGY TH 07A
T246F RECEIPT OPERATOR TH 09C
T243F RECEIPT PATIENT SCHED TH 07A
T375F RECEIPT PATIENT SCHED TH 09C
T244F RECEIPT RECORDS CLERK TH 07A
T247F RECORDS CLERK PHYSICAL PLANT TH13A
T248F RECORDS STATISTICS CLERK TH 09A
T212F REHABILITATION AIDE TH 11C
T251F RESP AIDE TH 18C
T252F RESP THER TH 21C
T249F RESP THER REGISTERED TH 22C
T250F RESP THERAPY TECH CERTIFIED TH 20C
T254F SCHEDULING ASST RECEIPT TH 11A
T255F SEAMSTRESS TH 12C
T258F SECRETARY I TH 18A
T259F SECRETARY II TH 15A
T256F SECRETARY II OPHTHALMIC ASST TH15A
T260F SECRETARY III TH 13A
T261F SECRETARY IV TH 11A
T263F SPEC PROCEDURES TECHN TH 21A
T262F SPEC PROCEDURES TECHN II TH 20A

T265F SR ACCOUNTS CLERK TH 09A
T266F SR ACCOUNTS CLERKS TH 16A
T267F SR ANIMAL CARETAKER TH 12A
T268F SR ANIMAL CARETAKER TH 14C
T269F SR ANIMAL CARETAKER TECHN TH 09A
T270F SR AUDIO VISUAL TECHN TH 18A
T273F SR AUDIO VISUAL TECHN TH 10A
T271F SR AUTO MECHANIC TH 18C
T272F SR AUTOMOTIVE TECHN TH 19C
T274F SR CASHIER TH 12A
T275F SR CLERK TH 07A
T276F SR CLERK DRIVER TH 11C
T411F SR CLERK DRIVER TH 09A
T279F SR CLERK OFFICE ASST TH 09A
T277F SR CLERK RECEIPT TH 07A
T280F SR CLERK STENO TRANSCRIBER TH 09A
T281F SR CLERK STENO TYPIST TH 09A
T278F SR CLERK TYPIST TH 08A
T415F SR CLINIC SERVICES REP TH 17A
T283F SR COURIER CLERK TH 10C
T372F SR COURIER CLERK TH 08A
T282F SR COURIER CLERK SPD TH 12C
T284F SR DATA CODER TH 08A
T285F SR DEMO TH 09A
T287F SR DIALYSIS TECHNICIAN TH 17C
T288F SR DIET CONTROL ASST TH 12C
T392F SR DIET CONTROL ASST TH 10A
T286F SR DNTL HYG RWJ TH 22A
T289F SR ECHOCARDIO TECHNOLOGT TH 22C
T290F SR EEG TECHNICIAN TH 15A
T291F SR EKG TECHNICIAN TH 15A
T292F SR FILE CLERK TH 07A
T293F SR FIN COUNSLR TH 15A
T295F SR HOUSEKPG SPEC TH 12C
T294F SR HOUSEKPG SVC WORKER TH 12C
T296F SR INSTRUMENT MAKER TH 21A
T297F SR LAB ANIMAL TECHN TH 15A
T298F SR LAB ANIMAL TECHN TH 17C
T299F SR LAB ASST TH 11C
T300F SR LAB ASST TH 09A
T301F SR LAB SVC WORKER TH 08A
T302F SR LAB TECHN TH 15A
T303F SR LPN TH 18C
T401F SR LPN TH 16A
T304F SR MATERIAL HANDLER TH 12C
T305F SR MECHANIC LAB EQUIP TH 18C
T306F SR MEDICAL RECORDS CLERK TH 11A

T307F SR MEDICAL TECHN TH 17A
T308F SR NEUROPHYSICS TECHNOLOGIST TH18A
T309F SR ORTHOPEDIC TECHN TH 13A
T426F SR PATIENT ACCESS REP TH 17A
T353F SR PHLEBOTOMIST RWJ TH 15A
T310F SR PROG ASST DONOR PROG TH 18A
T315F SR RECEPT FITNESS CENTER SCHED TH12C
T311F SR RECEPT PATIENT SCHED TH 10A
T312F SR RECEPT PATIENT SCHED TH 12C
T316F SR RECEPT RWJ PROFESSIONAL CTR TH10A
T314F SR RECEPT SWITCHBOARD OPER TH 13C
T313F SR RECEPT TRANSLATOR TH 11A
T317F SR STOCK CLERK TH 10A
T318F SR STOCK CLERK TH 12C
T418F SR SYSTEMS SUPPORT SPEC TH 20A
T320F SR TECH ASST TH 15A
T319F SR TECH ASST DATA ANAL TH 15A
T321F SR TRANSCRIBER TH 15A
T322F STERILIZATION CLERK TH 10A
T323F STOCKHANDLER TH 08A
T354F STUD LOAN CLERK TH 07A
T359F SUPPORT SVCS TECHN TH 12C
T349F SUPRV RECORDS RECEPT TH 17A
T326F SUPVG ADMITTING CLERK TH 13A
T325F SUPVG AP CLERK TH 15A
T327F SUPVG CASHIER IMHS TH 13A
T329F SUPVG YOUTH WORKER TH 15C
T328F SUPVR MEDICAL RECORDS CLERK TH 13A
T416F SYSTEMS SUPPORT SPEC TH 18A
T330F TECH ASST TH 13A
T331F TECHNOLOGT AIDE TH 05A
T332F TECHNOLOGT ASST TH 09A
T399F TECHNOLOGY FELLOW TH 18A
T398F TECHNOLOGY TRAINEE TH 20A
T333F TELEMETRY TECHN TH 15C
T334F TIME ATTENDANCE CLERK TH 09A
T337F TRANSPORT CUS SVCS TECHN I TH 12C
T338F TRANSPORT CUS SVCS TECHN II TH 10C
T335F TRANSPORT DISPATCH COOR TH 14C
T336F TRANSPORT DISPATCHER TH 15C
T339F TUMOR REGISTRAR TH 16A
T340F TYPESETTING TECHNICIAN II TH 15A
T341F ULTRASONOGRAPHER TH 21C
T342F ULTRASONOGRAPHER TRNE TH 20A
T366F ULTRASONOGRAPHER TRNE TH 20C
T409F VASCULAR TECHNOLOGT TH 22C
T343F WARD CLERK TH 09A

T344F WORD PROCESSING SPEC I TH 15A
T345F WORD PROCESSING SPEC II TH 13A
T347F WORD PROCESSING SPEC III TH 11A

APPENDIX D

TITLE: Attendance Control Policy

Effective Date: 07/01/90

Revision: 01/01/04

PURPOSE: To set policy for the control of attendance for exempt and non-exempt staff members covered by a collective bargaining agreement or in a union eligible title such as confidential staff.

RESPONSIBILITY: The Vice President for Human Resources is responsible for ensuring compliance with this policy.

Department Managers/supervisors are responsible for reviewing the Attendance Control Policy, Family and Medical Leave Policy, Sick Pay Policy and the Death, and Serious Illness in the Family Policy with their staff members ensuring compliance.

POLICY: Prompt and regular attendance on the job is a critical aspect of a staff member's performance and directly influences the University's ability to establish and maintain an efficient operation. In order to maintain efficient operation, excessive absenteeism and/or lateness will not be tolerated. Staff members are expected to maintain satisfactory attendance by reporting to work regularly and on time, and by returning from lunch and authorized breaks on time. The Attendance Control Policy must be considered in conjunction with the Family and Medical Leave Policy, Sick Pay Policy, and the Death and Serious Illness in the Family Policy, which provides for circumstances that allow absence from work or a late arrival. In administering this policy, management will consider all relevant facts such as a staff member's time and attendance history, and individual circumstances.

Staff members are granted 1 day of sick time (8 hours for 12-hour staff) per month. Full usage should not be interpreted as constituting acceptable attendance. Sick time usage is a benefit to be used sparingly and only when required for non-occupational illness, injury, death (limited circumstances) and/or serious illness in the family as defined by the FMLA. **Sick time is not to be abused, nor is it to be used for any other purposes.** Departments must require staff members to provide proof of illness from their personal physician stating the nature of the illness and anticipated date of return

whenever such a requirement appears reasonable or when the absence is more than two days.

Management is responsible for monitoring time and attendance. Management is also responsible for identifying, documenting and attempting to correct problem situations before they become excessive. Proper documentation by the supervisor of each step of the discipline process is vital. Failure to provide accurate records can result in the prolonging of an undesirable situation.

Staff members are expected to allow for events such as traffic delays and personal schedule changes in order to begin work on time. When staff members are unable to report to work as scheduled, it is their responsibility to notify their manager in accordance with the call-in policy established by management. At the time of notification, the staff member must provide the manager with reasons for the absence or lateness and the anticipated time away from work. A department has the right to dock an hourly staff member for lateness in accord with the applicable collective bargaining agreement even if the grace period for lateness has not been violated and no discipline is being imposed at that time. For example when the staff member does not have a reasonable excuse.

A non-exempt staff member who has a reasonable excuse, is less than five (5) minutes late, does not work on a shift which is relieving a previous shift and has not been the subject of any attendance related discipline as prescribed herein, should not be docked for lateness, or denied the opportunity to work the balance of their shift. Where there is evidence of repetition or negligence, staff should be docked and disciplined per the guidelines contained herein. **Exempt staff cannot be docked for lateness or suspended without pay for violation of this policy.** Please consult your campus Human Resources Office or Labor Relations for further guidance.

Only the department head or his/her designee can excuse an absence. **The submission of any altered and/or falsified document is cause for termination of employment even if it is the first occurrence.** The following authorized absences **are not** violations of the Attendance Control Policy:

- Approved Leaves of Absence*
- Absences due to job-related injury or illness authorized by Risk and Claims
- Documented death in family
- Documented FMLA serious illness in family
- Approved time off such as legal holidays, float holidays and vacations
- Approved float holidays for documented emergencies
- Suspension days
- Infection control time
- Pre-scheduled non-routine medical appointments approved in advance and in writing by the Supervisor
- Hospitalizations
- Military leave
- Jury duty

- Other approved statutory leave

*If there is any indication that a serious health condition occasioned any of the absences, management must ask the staff member about the absences, and with the assistance of the campus Human Resource Office, a determination will be made as to whether the absences should have been treated as FMLA leave and therefore not counted as violating the attendance policy. The University may require the staff member to have his/her health care provider complete a medical certification in order to make this determination pursuant to the Family and Medical Leave policy. Each day of absence after a staff member is scheduled to return from FMLA leave may be treated as being AWOL. However the staff member cannot be disciplined or terminated without prior consultation with the campus Human Resources Office. When a staff member announces his/her intent not to return from FMLA leave, the University retains the right to terminate the employment.

DEFINITIONS:

A. Unscheduled Absence: All instances when a staff member is scheduled to come to work and does not, except as noted above in the list of exemptions. Each day or partial day of unscheduled absence is considered individually, except that consecutive days of absence from one or more consecutively scheduled work shifts will be considered collectively as one unscheduled absence when supported by a physician's note. For example, a three (3) day illness is counted as three (3) unscheduled absences unless supported by a physician's note. If a physician's note is provided, the unscheduled absences would count as one (1) unscheduled absence. A twelve-month attendance review period commences when the grace period for unscheduled absences has been exceeded.

B. Grace Period for Absenteeism: The period when a staff member may use up to five (5) unscheduled absences (or in the case of 12-hour shifts, 40 hours consistent with the definition of an unscheduled absence) in a rolling twelve (12) month period or less without discipline, and provided the day(s) absent were not previously requested off and denied.

Grace Period for Lateness: Arriving late to work or returning late from breaks two (2) times in a 30-day period or less, for a maximum accumulated grace time of fifteen (15) minutes.

C. Patterns: Absences and/or lateness that consistently occur (a) before and/or after scheduled days off including holidays, float holidays and vacations (b) on scheduled weekend shifts and (c) on days for which requested time off was denied and (d) the same day of the week or month. The University retains the discretion in determining what constitutes a pattern. Disciplinary action may be taken if the absences within the rolling twelve-month attendance review period exceed the grace period, or when the above patterns have been identified. Twelve (12) hour staff members are not subject to disciplinary action for pattern absences. However, staff members who have an unscheduled weekend absence can be required to make up the weekend absence.

D. Doctor's Note Restriction: Staff members who are in violation of the Attendance Control Policy may be placed, in writing, on doctor's note restriction, which requires the staff member to provide a note from their personal physician stating the nature of the illness and anticipated date of return for all future absences including one (1) day absences. The doctor's note restriction is not discipline. It is a restriction that must be complied with during the six months following the receipt of formal counseling, written warning or suspension. Failure to submit the doctor's note immediately upon return to work will result in the staff member not being paid for the absence(s), and when warranted, in accordance with this policy, issued the next level of discipline for attendance abuse. The doctor's note restriction will be removed if the staff member has no absences for a period of six (6) months from the date he/she was placed on doctor's note

restriction. The fact that a staff member is no longer on doctor's note restriction does not mean that disciplinary action will not be taken based on the individual's disciplinary history.

- E. Rolling Twelve Months Attendance Review Period:** Any unscheduled absence(s) and/or lateness begins the counting of the above referenced grace period. Once the grace period has been exceeded, the employee is locked into the terms of the policy, and a twelve-month attendance review period shall commence. If unscheduled absences and/or lateness violate the attendance policy during the twelve-month attendance review period, disciplinary action is to be issued and a new twelve-month attendance review period commences. During an attendance review period, the staff member will have the ability to "clear" the disciplinary action that was last issued as noted below. Any violation of the policy during an attendance review period shall result in the issuance of the next level of discipline and a new twelve-month attendance review period shall commence.

PROCEDURE:

A UMDNJ counseling form or disciplinary notice form (whichever is appropriate), containing all of the requested information should be used to document each step. The supervisor of the staff member being disciplined will prepare the form and have the staff member sign acknowledging receipt. There are normally four (4) steps to the Attendance Control Policy (with the University's Disciplinary Policy) for handling exempt (non-managerial/supervisory) and non-exempt staff members who exhibit attendance problems:

- (1) Formal Counseling
- (2) Written warning
- (3) Suspension of three (3) days without pay (or in the case of 12 hour shifts two (2) days without pay) Exempt staff receive a written warning lieu of suspension since they cannot be suspended with loss of pay).
- (4) Termination

Levels of Discipline Related to Absenteeism (Lateness and Sick Leave)

Steps	Unscheduled Absences After Grace Period	Total Unscheduled Absences Including	Action	Clear Record

		Grace Period		
One	<p>One (1) absence Or Late three (3) times in a 30-day period Or Pattern absences within a six (6) month period, if a staff member has been absent three (3) or more times before or after holidays, vacations, weekends, days-off, or any similar type patterns.</p>	<p>Six (6) (or in the case of 12-hour shifts, 48 hours of unscheduled absences) within a twelve-month period from the date of the first absence being cited.</p>	<p>Staff member receives formal counseling that their pattern of time and attendance is interfering with work schedules; and, informed that the next violation will result in a written warning. Staff member may also be placed on doctor's note restriction in writing.</p>	<p>If no more than two (2) unscheduled absences occur for twelve months from the last unscheduled absence or twelve months since being returned to step one, the Staff member will have his/her record cleared and is entitled to the grace periods provided above.</p>
Two	<p>Four (4) absences after Grace Period Or Late three (3) times in a 30-day period within four (4) months from the date the formal counseling was issued Or One (1) additional day in a pattern type absence within a six-month period following the formal counseling notice.</p>	<p>Nine (9) (or in the case of 12-hour shifts, 72 hours of unscheduled absence) within a twelve-month period from the date the counseling was issued.</p>	<p>Staff member receives first level of official discipline, a written warning informing them of the seriousness of the notice, and is informed that the next violation will result in a three (3) days (2 days for 12-hour staff members) suspension. Staff member may be placed on doctor's note restriction.</p>	<p>Staff member may be returned to step one if no more than two (2) unscheduled absence occurs for twelve months from the last unscheduled absence or twelve months since being returned to step two.</p>
Steps	Unscheduled Absence	<i>Total</i>	Action	Clear Record

	After Grace Period	<i>Unscheduled Absences</i> Including Grace Period		
Three	<p>Six (6) absences Or, Late three (3) times in a 30-day period within four (4) months from the date the written warning was issued Or, No Call/No Show** absence of one (1) or two (2) workdays Or One (1) additional day in a pattern type absence within six (6) months from the date the written warning was issued.</p>	<p>Eleven (11) (or in the case of 12 hour shifts, 88 hours of unscheduled absence) within a twelve-month period from the date the counseling was issued.</p>	<p>Staff member is suspended for three (3) days (2 days for 12 hour staff members) without pay (hourly staff member only); and final warning that the next violation will result in more severe disciplinary action up to and including termination. An exempt staff member would receive a written warning in lieu of a three (3) day suspension, and final warning of termination. Staff member may be placed on doctor's note restriction.</p>	<p>Staff member may be returned to step two if no more than one (1) unscheduled absence occurs for twelve months from the last unscheduled absence or twelve months since being returned to step three.</p>
Four	<p>Eight (8) absences Or, Late three (3) times in a 30-day period within four (4) months from the date of suspension Or, No Call/No Show** absence of one (1) or two (2) workdays Or One (1) additional day in a pattern type</p>	<p>Thirteen (13) (or in the case of 12 hour shifts, 104 hours of unscheduled absence) within eighteen (18) months from the date the counseling was issued.</p>	<p>Staff member is subject to termination. The Campus Labor Relations Specialist or Coordinator in consultation with Labor Relations Office must review the case before a staff member is issued their termination.</p>	

	absence within six-months from the date the employee was suspended.					
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****AWOL** or no-call/no-show absences of one (1) or two (2) workdays is an extremely serious act of misconduct and begins with an automatic suspension of three (3) (24 hours for 12 hour shift employees) days without pay. A second AWOL or no-call/no-show incident will result in termination. Any AWOL or no/call absences of three (3) or more consecutive days will be grounds for termination of employment after consultation with the campus Human Resources Office.

Ability to "Clear" Record

Management recognizes that extenuating circumstances do occur. As such, staff members are given opportunities to clear their time and attendance record of disciplinary notices. For example: A staff member at Step three (3), has no more than one (1) unscheduled absence over a twelve (12) month period, is moved to step two. While at step 2, there is no more than two (2) unscheduled absence for twelve (12) months, the staff member is moved to step one.

Staff members who have cleared their record will receive written notification from management, with a copy forwarded to campus Human Resources Labor Relations office for inclusion in their file.

Perfect Attendance Bonus

Perfect attendance (no unscheduled absences) will be recognized. All individuals (first supervisory level and below) who have no unscheduled absences in 2003 or in any subsequent year shall receive a \$300 bonus by April 1, 2004. The bonus will be paid by April 1 of all subsequent years.

By Direction of the Acting Vice President for Human Resources

Maryann Master

Date

APPENDIX E

University Operating Units for Layoff Purposes

A. Newark

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

B. New Brunswick/Piscataway Campus

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

C. Stratford/Camden Campus

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

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

Layoff notice will be increased from two (2) weeks to three (3) weeks in the University's layoff policy for this bargaining unit President

Side letter 2

January 1, 2000

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

RE: Bumping Rights 1999 - 2003 UMDNJ and Teamsters Local 97

Dear Mr. Gerow:

The University agrees that upon execution of the 1999-2003 contract, that during negotiations for a successor agreement, the University will continue to make its best effort to place individuals who do not have bumping rights.

Side letter 3

January 1, 2000

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

RE: Weather Tech Jackets 1999 -2003 UMDNJ and Teamsters Local 97

Dear Mr. Gerow:

The University agrees that upon execution of the 1999-2003 contract, that during negotiations for a successor agreement, the EMS agrees to provide all EMT's and Paramedics on the Newark Campus with Weather Tech Jackets or to reimburse all such individuals who purchased the jackets on their own upon submission of proof of purchase (no higher than \$225) or if he/she was not provided with the jacket.