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AGREEMENT



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



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

March 24, 1972 — June 30, 1974

INDEX

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
	Preamble	1
	Recognition	1
I	Management Rights	1
II	Fair Treatment	2
III	Grievance Procedure	2
IV	Prior Benefits and Existing Contracts	4
V	Administration of Agreement	4
VI	Wages	5
VII	Hours of Work and Overtime	5
VIII	Holidays	6
IX	Vacations	6
X	Seniority and Transfers	7
XI	Employee Benefits	8
	A. Health and Retirement Benefits	8
	B. Employee Protection	9
	C. Uniforms	9
	D. Physical Examination	9
XII	Classification of New Positions	10
XIII	Employee Performance Evaluation	10
XIV	Discipline	10
XV	Leaves of Absence	11
	A. Maintenance of Benefits-Leaves with Pay	11
	B. Maternity Leave	11
	C. Sick Leave	11
	D. Death Leave	12
	E. Administrative Leave	12
	F. Special Leave	12
	G. Marriage Leave	13
	H. Military Leave	13
	I. Return from Leave	13
XVI	Policy Agreements	13
XVII	College-Union Business	13
	A. Union Activity	13
	B. Union/College Representation	14
	C. Bulletin Boards	14
	D. Dues Deduction	15
	E. Leave for Union Activity	15
XVIII	Savings Clause	16
XIX	Availability of Contracts	16
XX	Negotiations of New Agreement	16
XXI	Term of Agreement and Re-Opening	16



PREAMBLE

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

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

RECOGNITION

A. The College of Medicine and Dentistry hereby recognizes Local No. 286 of the International Brotherhood of Teamsters as the exclusive representative for the purpose of collective negotiations for all terms and conditions of employment in a unit of employees employed by the College of Medicine and Dentistry at all locations as set forth in Paragraph (B) hereof.

B. The employees included are:

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

The employees excluded are:

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

ARTICLE I

MANAGEMENT RIGHTS

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

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

ARTICLE II

FAIR TREATMENT

A. No reprisals

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

B. Non-Discrimination

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

C. Fair And Equitable Treatment

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

ARTICLE III

GRIEVANCE PROCEDURE

A. Definition of Grievance

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

1. A breach, misinterpretation or improper application of the terms of this Agreement; or
2. A claimed violation, misinterpretation, or misapplication of rules or regulations, existing policy, or orders of the College affecting the terms and conditions of employment, including a complaint by an employee that he has been treated unfairly or inequitable by reason of any act or condition including those relative to employees' health and safety.

B. Purpose

1. The purpose of this procedure is to assure prompt and equitable solutions of problems arising from conditions of employment and to provide a vehicle for the settlement of employee grievances.

2. It is agreed that the individual employee is entitled to the utilization of this grievance procedure and to Union representation in accordance with the provisions thereof. He shall not be coerced, intimidated or suffer any reprisal as a direct or indirect result of its use.

C. Informal Procedure

Any member of the collective negotiating unit may orally present and discuss this complaint with his immediate supervisor on an informal basis. At the employee's option he may request the presence of the shop steward. The supervisor may request that such grievance be moved to the first formal step. Should an informal discussion not produce a satisfactory settlement, the grievant may move the grievance to the first formal step.

D. Time Sequence for Filing and Decision

1. A grievance must be filed at Step One within ten (10) calendar days from the date on which the act which is the subject of the grievance occurred

or ten (10) calendar days from the date on which the grievant should reasonably have known of its occurrence whichever is later.

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

3. Should a grievance not be satisfactorily resolved or should no decision be forthcoming in the prescribed time at Steps One, Two or Three, the grievance may, within three (3) working days, be submitted to the next step.

4. Where the subject of the grievance suggests it is appropriate and where the parties mutually agree, such grievance may be initiated at or moved to Step Two or Step Three without a hearing at a lower Step(s).

5. If the finding or resolution of a grievance at any step in the grievance procedure is not appealed within a prescribed time, said grievance will be considered settled on the basis of the last answer provided, and there shall be no further appeal or review. Should the employer not respond within the prescribed time, the grievant may exercise the option to proceed to the next Step.

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

7. Where a grievance involves exclusively an alleged error in the calculation of salary payments, the grievance may be timely filed within thirty (30) days of the time the individual should reasonably have known of its occurrence.

8. Decisions after a scheduled grievance hearing shall be rendered in writing within the time limits below, except that the decision will be considered timely if rendered within these time limits or within three (3) days after the conclusion of the hearing, whichever is later:

a. at Step One within five (5) days;

b. at Step Two within five (5) days of the receipt of the appeal from the Step One decision;

c. at Step Three within ten (10) days of the receipt of the appeal from the Step Two decision.

E. Grievance Procedure

A grievance shall be presented and adjusted in accordance with the steps outlined below. Grievances settled under the terms of this Agreement shall comply with its provisions and any existing laws and shall not add to, subtract from or modify this Agreement.

Step One

In the event the matter is not resolved informally, the grievance may be submitted in writing to the immediate supervisor who shall hear the grievance and render a decision.

Step Two

If the decision rendered at Step One is not satisfactory, the grievance may be submitted in writing to the appropriate department head who shall hear the grievance and render a decision.

Step Three

If the grievance is not resolved satisfactorily at Step Two, it may be appealed to the President of the College. The President or his designee will conduct a hearing after which a decision will be rendered.

If the grievance involves a matter as defined in A(2) under "Definition of

Grievance" the decision of the President or his designee will be final.

Step Four A

If the grievance is not satisfactorily resolved at Step Three, and if the grievance involves a matter as defined in A (1) under "Definition of Grievance" the grievance may be appealed to fact-finding. The fact-finder shall be Joseph Wildebush or, in the event he cannot serve, another fact-finder designated by the Governor. The fact-finder shall schedule a hearing date within thirty (30) days and issue a recommendation within ten (10) days after the closing of the hearing.

The fact-finder's recommendation shall be in writing and shall set forth his findings of fact, conclusions and reasons on the issues submitted. The fact-finder's recommendations shall be advisory in nature, consistent with the provisions of this Agreement and intended to provide just and workable solutions to any grievance brought before him.

The costs of the services of the fact-finder shall be borne equally by the College and the Union. Any other expenses incurred in connection with the fact-finding shall be paid by the party incurring same.

Step Four B

If the grievance is not resolved satisfactorily at Step Three and if the grievance involves the discharge or the severe discipline of an employee, the grievance may be appealed to hearing officer Mr. A. R. (Joe) Mangione representing the State of New Jersey Civil Service Commission. The decision issuing therefrom shall be binding on all parties.

The hearing officer shall have the power to revoke or modify the action of the College except that removal from employment shall not be substituted for a lesser penalty".

ARTICLE IV

PRIOR BENEFITS AND EXISTING CONTRACTS

A. Prior Benefits and Practices

Any and all existing benefits, policies, practices and general working conditions uniformly affecting all employees in the unit in effect on the date of this Agreement shall remain in effect except to the extent they are modified by this Agreement.

B. Newark City Contract

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

ARTICLE V

Administration of Agreement

The Union and the College shall upon the request of either party schedule quarterly meetings for the purpose of reviewing the administration of this Agreement and to discuss problems which may have arisen. Such meetings are not intended to hy-pass the grievance procedure or to be

considered negotiating meetings, but are intended to be a means of fostering good employer-employee relations.

ARTICLE VI

WAGES

A. Salary Program

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

1. A system of position classifications with appropriate position descriptions.

2. A salary range with specific minimum and maximum rates and intermediate merit incremental steps therein for each position.

3. Regulations governing the administration of the plan including the Employee Performance Evaluation Improvement System.

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

B. Correcting Payroll Errors

Payroll errors amounting to one day's pay or more, when brought to the attention of the Payroll Department, shall be corrected within 24 hours of the time the error is reported by the affected employee.

ARTICLE VII

HOURS OF WORK AND OVERTIME

A. Hours of Work

1. The duration of the workweek for each job classification salary level within the unit shall be consistent for all employees within each classification salary level except for part-time employees. The regularly scheduled standard workweek is assigned as either 35 hours, 37½ hours, or 40 hours. Part-time employees are assigned workweeks shorter than the standard workweek.

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

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

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

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

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

B. Overtime

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

2. All employees shall be compensated at time and one half for all hours worked in excess of their regularly scheduled, standard workweek, as above in A-2.

3. Such overtime hours shall be compensated either by (a) cash, or (b) compensatory time off; at the rate of one and a half (1½) hours for each hour worked.

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

5. Insofar as the same is practical and consistent with the efficiency of operations, overtime shall be scheduled and distributed on a rotational basis by job classification within each functional work unit without any discrimination. To the extent that it is practical and reasonable to foresee, the College shall give the employees as much advance notice as possible relative to the scheduling of overtime.

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

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

ARTICLE VIII

HOLIDAYS

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

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

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

ARTICLE IX

VACATIONS

A. Vacation Benefits

All employees covered by this Agreement will be entitled to the following

vacation schedule:

<u>Amount of Service</u>	<u>Accrual of Vacation Days</u>
Up to the end of the first calendar year	1¼ working days for each month
From 1 to 20 years	1½ working days for each month
Upon completion of 20 years or more	1 2/3 working days for each month

B. Vacation Schedules

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

C. Use of Vacation Time

After the initial 90-day probationary period, vacation allowance may be taken as accrued. Vacation allowance must be taken by the end of the calendar year following the calendar year in which it is accrued.

D. Notice Approval

Vacation time may be taken only after the employee has given prior notice to and received the approval of his department head.

E. Separation

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

F. Death

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

ARTICLE X

SENIORITY AND TRANSFERS

A. Seniority

1. Job Promotion
Seniority will be one of the criteria for job promotions.
2. Seniority
Seniority will be credited from date of hire to all permanent employees upon the completion of a 90-day probationary period.
3. Lay-Off
Seniority in the job classification will prevail on lay-offs due to lack of work. Seniority will prevail on call backs within one year from lay-off.
4. Shift Preferences
When vacancies on preferred shifts open, requests may be entered by employees in the same classification as the vacancy. Such requests shall be given preference prior to job bidding in the employee's order of seniority

whenever the requirements of patient care permit.

5. Changes in Status

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

6. Termination of Seniority

An employee's seniority is broken by quits, discharges, other types of terminations, lay-offs of more than one year, or refusal of a suitable position while on lay-off.

B. Transfers

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

a. The Personnel Department shall prepare for posting lists of all actual or anticipated permanent vacancies within the College. The lists shall be posted on the bulletin boards one (1) week in advance of filling the vacancy. A copy of each list shall be provided to the Union.

b. Non-probationary employees who wish to make application for lateral transfer to any such vacancy shall submit their requests in writing to Personnel Department.

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

d. All cumulative benefits will be transferred with the employee.

e. When an eligible employee is not transferred for reasons other than lack of seniority, such employee shall be notified of the reasons for denial of transfer.

2. Involuntary Transfers from One Unit to Another Unit.

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

b. Where requested, the Personnel Department shall furnish to the Employee who has been transferred, an explanation in writing for the transfer.

c. All cumulative benefits will be transferred with the employee.

C. Contracting Services

If the College contemplates contracting for work normally performed by employees covered by this Agreement, the College agrees to, prior to the execution of such contract, meet with the Union for discussion of the proposed contract.

If such a contract is executed, the College agrees to make every effort to arrange that displaced employees be given other jobs with the College for which they are qualified.

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

ARTICLE XI

EMPLOYEE BENEFITS

A. Health and Retirement Benefits

Except as otherwise provided in the contract with the City of Newark

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

1. Retirement Benefits

Members of the negotiating unit shall be eligible for participation in the Public Employees Retirement System consistent with its rules and regulations.

2. Health Benefits

a. During the term of this Agreement, current coverage of Blue Cross, Blue Shield, including Rider J, and Major-Medical shall be continued for eligible employees covered by this Agreement.

b. The College will adjust its dependent coverage to provide payment for 100% of the cost of Blue Cross, Blue Shield, including Rider J coverage and 100% of the cost of the current Major-Medical coverage as of January 10, 1973.

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

3. The prior practice of reimbursing Insurance Offset for certain former Newark City employees covered by the State Health Benefits Plan shall be continued by the College.

4. Those former Newark City employees who continue as employees of the College after age 65 and who would be ineligible to continue in the State Health Benefits Plan because of lack of coverage under the Federal Insurance Contribution Act (Social Security) and the Medicare protection afforded under same, shall be enrolled in a separate coverage Blue Cross, Blue Shield Plan, the cost of which will be shared equally by the College and the employee.

B. Employee Protection

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

C. Uniforms

The College will provide to each member of the unit in the job classification of Nursing Assistant and Licensed Practical Nurse, during each year of employment, three uniforms as designated by the College appropriate to his work responsibilities.

D. Physical Examination

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

ARTICLE XII

CLASSIFICATION OF NEW POSITIONS

When a new position is created during the life of this Agreement, the College shall designate the job classification for said position. In the event the Union objects to the designated rate, it shall have the right to submit its objections and supporting data in writing to a review committee. If, after this review, the Union remains dissatisfied, it shall have the right to submit the matter as a Step 3 grievance in the Grievance Procedure.

ARTICLE XIII

EMPLOYEE PERFORMANCE EVALUATION

A. Employee performance shall be evaluated and reviewed with the employee annually by the employee's supervisor. Each overall evaluation shall fall into one of the following categories: "Outstanding," "Satisfactory" or "Unsatisfactory."

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

C. If mutual agreement on standards and improvement goals cannot be reached, the areas of disagreement may be submitted as a grievance by the employee.

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

E. Employees may grieve "Unsatisfactory" ratings through the Grievance Procedure provided in this agreement.

ARTICLE XIV

DISCIPLINE

A. Disciplinary Action

The employer shall provide the Union with written notification when a member of the unit is demoted, suspended or discharged. The notification shall be submitted to the Union by certified mail within two (2) working days after the initiation of the disciplinary action and shall indicate the nature of and reasons for the action.

B. Administrative Summons

A member of the unit who receives a verbal or written administrative summons to report to the Personnel Department, a supervisor or other administrative officer on a matter involving discipline, suspension or discharge may be accompanied by a representative of the Union local at the employee's request.

If, during the course of a discussion between an employee and a representative of the Personnel Department, a supervisor or other administrative officer, a matter should arise which could lead to a question of discipline, suspension or discharge, the employee may, at that time, request such Union representation.

ARTICLE XV

LEAVES OF ABSENCE

A. Maintenance of Benefits – Leaves With Pay

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

2. Any employee returning to full-time employment in the College upon termination of any leave shall be returned to his previous job classification.

B. Maternity Leave

1. An employee shall be granted leave of absence without pay for maternity upon request accompanied by a written certification by a competent physician.

2. The employee will begin such leave at the end of the eighth month of pregnancy unless required to leave earlier for medical reasons. Where the conditions of work and the employee's health permit, a later date may be requested and approved by the Medical Department of the College.

A maternity leave requested earlier than the end of the eighth month will be carefully considered and a reasonable request for leave at the end of the seventh month or later will be permitted.

3. Such leave of absence shall continue until four weeks after the birth of the child at which time the employee must return to active duty. However, the leave will be automatically extended for one month at the request of the employee. The leave shall be extended to a total period of no more than one year by reason of medical necessity of the employee certified by the employee's physician and approved by the Medical Department of the College; and may be extended for a total period of not more than one year for other reasons satisfactory to the College.

4. An employee on extended leave may apply for modification of the extension to return to work and if approved by the Medical Department of the College shall be returned to work within two weeks of the date of approval.

C. Sick Leave

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

1. During the remainder of the calendar year in which an employee first acquires permanent status, that employee will accumulate sick leave privileges as earned on the basis of one and one-quarter (1¼) days per month of service or major fraction thereof.

2. Permanent employees starting with the second year of premanency shall be entitled to fifteen (15) days sick leave each calendar year on a cumulative basis. The leave is credited in advance at the beginning of the year in anticipation of continued employment for the full year and may be

used on the basis and in accordance with established College policy.

3. An employee commences earning sick leave from the day of hiring and as long as said employee is on the payroll of the College.

4. Sick days not taken by an employee in any one year shall then accumulate from year to year.

D. Death

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

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

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

E. Administrative Leave

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

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

Effective July 1, 1972, all employees with six (6) months College service shall be granted an allowance of one and one-half (1½) days administrative leave for the remainder of the current calendar year and on January 1, 1973 shall be granted the yearly allowance of three (3) days administrative leave.

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

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

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

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

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

F. Special Leave

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

2. When an employee is summoned to appear as a witness before a court, legislative committee, or judicial or quasi judicial body unless the appearance is as an individual and not as an employee, he shall be granted necessary time off without loss of pay if such appearance is during his scheduled work shift. Where his appearance is during a shift period immediately contiguous to his scheduled shift, he shall be granted compensatory time equal to the hours required for such duty.

3. In no case will this special leave be granted or credited for more than 8 hours in any day or 40 hours in any week.

4. The employee shall notify management immediately of his requirement for this leave, and subsequently furnish evidence that he performed the duty for which the leave was requested.

G. Marriage Leave

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

H. Military Leave

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

I. Return From Leave

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

ARTICLE XVI

POLICY AGREEMENTS

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

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

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

ARTICLE XVII

COLLEGE – UNION BUSINESS

A. Union Activity

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

a. Represent employees in the unit at grievance hearings.

b. Investigate a grievance which has been formalized and submitted in writing, providing that such investigation time will be limited to a maximum of one hour and further provided there is no interruption of work activities. In emergency situations these limitations may be extended.

c. Submit Union notices for posting.

d. Attend negotiating meetings if designated as a member of the

negotiating team and scheduled to attend by the Union.

e. Attend scheduled meetings with the College and its representatives concerning the application and administration of this Agreement.

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

B. Union/College Representation

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

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

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

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

C. It is agreed that the Union will appoint or elect up to twenty (20) Stewards and the following officers, listed below, who will be recognized by the College in their defined authority to act for the Union: President, Secy-Treasurer, Attorney of Record, 3 Business Agents, and 2 Consultants of the Union.

C. Bulletin Boards

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

2. The material to be posted on the bulletin boards will be brought to the Personnel Office by the Union for approval. The Union business agent shall make the postings.

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

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

4. The designated Personnel Officer will approve the posting except when such material is profane, obscene, defamatory of the State or College and its

representatives or which constitutes election campaign propaganda.

D. Dues Deduction

The College agrees to deduct from the regular paycheck of any employee the dues of the Union provided the employee authorizes such deduction in writing in proper form to the College Personnel Office.

It is understood that such authorization shall remain in effect for the for the term of this Agreement.

Dues so deducted shall within ten (10) days of the date of deduction be transmitted to the designated officer of the Union, together with a listing of the employees included.

The Secretary-Treasurer of the Union shall certify to the College the amount of Union dues and shall notify the College of any change in the amount of dues to be deducted thirty (30) days prior to the intended effective date of such change.

E. Leave for Union Activity

The College agrees to provide leave of absence with pay for delegates of the Union to attend Union activities. A total of 60 days of such leave may be used in the year July 1, 1972-June 30, 1973 and an additional 60 days during the period July 1, 1973-June 30, 1974.

This leave is to be used exclusively for participation in the State-wide Teamsters Convention or for other regularly scheduled meetings or conventions of labor organizations with which the Union is affiliated or for training programs for stewards and Union officers and for which appropriate approval by the College is required. Written notice, from the Union, of the authorization of an individual to utilize such leave time shall be given to the College Personnel Office where the individual is employed at least 21 days in advance of the date or dates of such meeting. It is understood that the Union authorization for use of this leave is intended to be fairly distributed among institutions of the College. Granting of such leave to an employee shall not be unreasonably withheld by the College.

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

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

In addition, the College agrees to provide leave of absence without pay for delegates of the Union to attend Union activities approved by the College. A total of 60 days of such leave of absence without pay may be used in the year July 1, 1972-June 30, 1973 and an additional 60 days leave of absence without pay during the period July 1, 1973-June 30, 1974. Granting of such leave shall not be unreasonably withheld by the College. This additional leave of absence without pay to be used under the same conditions and restrictions expressed in connection with the leaves of absence with pay.

ARTICLE XVIII

SAVINGS CLAUSE

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

B. It is understood and agreed that any provisions of this Agreement which require amendment to existing law or the appropriation of funds for their implementation shall take effect only after the necessary legislative action.

ARTICLE XIX

AVAILABILITY OF CONTRACTS

Within thirty (30) days after the signing of this Agreement by both parties, 4,000 copies of this Agreement shall be printed by the College. The cost will be shared with the Union. The college will deliver 300 copies to the Union for their office use and will arrange to distribute a copy to each employee then in the bargaining unit and to each new employee covered by the contract.

ARTICLE XX

NEGOTIATIONS OF A NEW AGREEMENT

Negotiations of a successor agreement shall commence approximately December 1, 1973 upon written request of the Union which shall be accompanied by the written proposals of the Union. Such negotiations shall be subject to Ch. 303 L68 or other laws of the State of New Jersey then applicable and to any Rules and Regulations promulgated thereunder.

ARTICLE XXI

TERM OF AGREEMENT AND RE-OPENING

A. This Agreement shall become effective on the date signed if ratified within seven (7) days thereafter and shall remain in full force and effect until July 1, 1974.

B. The parties agree to reopen this Agreement only for the purpose of negotiating wages to become effective on or after July 1, 1973. Such reopener shall be no later than January 10, 1973.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed under their hands and seals.

FOR THE COLLEGE OF MEDICINE &
DENTISTRY OF NEW JERSEY:

Franklin [Signature]
Robert M. [Signature]

Robert R. Baker
[Signature]

FOR LOCAL 286, INTERNATIONAL
BROTHERHOOD OF TEAMSTERS:

René D. [Signature]
Arson C. Johnson
Charles Mc Coy

Anthony Reis Jr.
Raymond J. [Signature]
Alice Potts
Julia Douglas

Josephine Alexander
Joe Messines
Eric Mac Pherson
Dorethy McPherson
Jonnie Lee Battle
Lee Garrity
Ellen James

