

**COLLECTIVE NEGOTIATIONS  
AGREEMENT**

**Between the**

**STATE OF NEW JERSEY/ROWAN  
SCHOOL OF OSTEOPATHIC  
MEDICINE**

**and**

**TEAMSTERS LOCAL 97**

**(July 1, 2014 – June 30, 2019)**

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## **PREAMBLE**

This Agreement made between the State of New Jersey and Local 97, International Brotherhood of Teamsters (the "Union") has been created for the purpose of furthering harmony and mutual understanding between Rowan University School of Osteopathic Medicine (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, or any other classification protected by law, or 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 State of New Jersey and the University hereby recognize the Union 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 (and who formerly were included in the University of Medicine and Dentistry of New Jersey ("UMDNJ") negotiation unit) 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
- 7. Any titles added to this unit pursuant to Article XII: Classification of New Positions and Job Descriptions.

\* 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. Employees within other recognized negotiation units of the University
9. All other employees of the University.

## **ARTICLE I**

### **MANAGEMENT RIGHTS**

The State (and its several Departments and subordinate functions) and the University retain and may exercise all rights, powers, duties, authority and responsibilities conferred upon and vested in them 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 this Agreement, 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 State (and its several Departments and subordinate functions) and 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 negotiations unit and under this Agreement shall not be construed to

alter or expand the eligibility of part-time staff members for coverage by any State program relating to terms and conditions of employment. Where such part-time staff are eligible for State programs or coverage under provisions of this Agreement, appropriate pro rations will be made in accord with their part-time status.

C. Temporary Full-Time Staff

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

Provisions of Article X (Seniority and Reassignments) 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 ten (10) 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 ten (10) 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 ten (10) 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, and any revisions thereto.

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 locations of the University.

b. Staff members required to remain at work when there is an early closing, or required to report to work when the University is closed, will be paid at their normal rate of pay during their regular work shift, and after the shift, paid any eligible compensation pursuant to this Agreement.

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

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

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

#### **ARTICLE IV**

#### **GRIEVANCE PROCEDURE**

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

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

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

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 grievant(s) (or the Shop Steward or Business Agent authorized by the individual grievant(s) to act on his/her/their behalf) 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.
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.
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 reprimand, 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.

A counseling, although in writing, is not considered discipline. A Counseling Notice is part of the performance improvement process and is an opportunity for management to constructively discuss with a staff member observations made about performance or behavior.

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. When discipline is imposed 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 regular full-time and part-time employees who are in their initial probationary period, *i.e.*, 180 days from date of hire, with a possible 30 day extension. 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 is requested to report to the Office of Labor Relations, 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. The unavailability of a Union representative shall not delay the meeting for more than two hours. 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. Again, the unavailability of a Union representative shall not serve to delay said meeting for more than two hours.

15. Where criminal charges are initiated, the right of the staff member to representation by his attorney shall not be violated and the staff member shall retain all legal rights against self-incrimination.

16. A staff member shall not be disciplined for acts, except those which would constitute a crime, which occur more than the later of: (1) one year prior to the service of the notice of discipline; or (2) 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.

19. A disciplinary dispute may be settled by a "record" suspension, with no loss of pay at any stage of the disciplinary process. Such "record" suspensions will have the same weight as a suspension without pay for purposes of progressive discipline. A "record" suspension must be agreed to by the University, the Union and the employee.

#### D. Informal Procedure

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

#### E. Grievance Steps

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

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

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

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

### **Step One**

If the grievance is not resolved satisfactorily on an informal basis, it may be appealed to the University's Office of Labor Relations or its designee, who will schedule a hearing within twenty one (21) calendar days, after the receipt of the grievance. The University's Office of Labor Relations, or its 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:

- a. Suspension of more than three days
- b. Demotion
- c. 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 State of New Jersey Office of Employee Relations by email with a copy to the University's Office 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. The parties shall mutually agree upon a panel of three or more arbitrators. Each member of the panel shall serve by random selection as the sole arbitrator for a case or cases. The arbitrator's daily fee shall not exceed \$1,000, and his/her cancellation fee shall not exceed \$500. When a member of the panel is unable to serve, another member shall serve by random selection. The University and Union may remove any member of the arbitration panel through written notice to the other, provided that the arbitrator shall finish serving as arbitrator on any matter for which s/he was selected to so serve but has yet to render a final decision, unless both parties agree to remove him/her before such time. In the event the parties are unable to agree upon a panel of arbitrators within thirty (30) days, or if it is necessary for the parties to select a new panel member because there are less than three, and the parties are unable to agree on a new panel member, 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 full complement of three panel members.

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 any laws, rules or regulations of the State, or any written policy of the State or sub-division thereof or of the University, and shall confine his/her decision solely to the interpretation and application of this Agreement. He/She shall confine him/herself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her, nor shall s/he submit observations or declarations of opinions which are not relevant in reaching the determination. The decision or award of the arbitrator shall be final and binding, consistent with applicable law and this Agreement. In no event shall the same question or issue be the subject of arbitration more than once. The arbitrator may prescribe an appropriate back pay remedy when s/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. 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 innocent or modifies a penalty, he/she may order reinstatement with back pay for all or part of the period of suspension or reduction in grade or 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 s/he would have worked in his/her normally scheduled work week, at his/her 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. 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.

## ARTICLE V

### ADMINISTRATION OF AGREEMENT

The Union and the University shall upon the request of either party schedule semi-annual 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 VI

### WAGES

#### A. Wage and Salary Program

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

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

#### B. Job Classification

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

#### C. Correcting Payroll Errors

Payroll errors amounting to one day's pay or more, when brought to the attention of the Payroll Department, shall be corrected within two payroll work days from the time the error is reported to Payroll by the affected staff member.

#### D. Wage Structure

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

1. The Probation Rate is the minimum rate at which a new hire may be employed for any given classification. The probation rate is defined as 50 cents per hour less than the then existing job rate. Upon successful completion of the 180 day probation period, employees will receive an increase in their base rate of pay to the Job Rate for their classification, or 50 cents per hour, whichever is greater.

2. The Job Rate is the benchmark rate of pay for each classification. The Probation Rate and the Two Year Rate are calculated based upon the established Job Rate for each classification.

3. The Two Year Rate is the minimum rate of pay a new hire may receive upon completion of two years of qualified service, exclusive of leaves of absence. Upon completion of two years of qualified service, employees will receive an increase in their base rate of pay to the Two Year Rate for their classification, or 3.0% of their base rate of pay, whichever is greater. Service shall be calculated based upon the employee's current date of hire with the University in a regular full-time or part-time position.

4. The effective date for these adjustments shall be the first day of the first full pay period following completion of probation as a new hire or attainment of two years service.

5. New Hires shall be hired at the established entry level rate (Probation Rate), except that the University shall have the right to hire, at its sole discretion, new employees at a higher entry rate not to exceed the then-existing rate for the two year rate, provided the new hire has a minimum of four years of outside relevant experience. Employees so hired will not receive adjustments to their pay rate upon completion of probation or two years of service.

6. The University and Teamsters Local 97 agree that no new hire may be placed higher than the two year rate, except where extraordinary circumstances exist as determined by the Director of Human Resources Services and the Director of Compensation Services. The University will provide the union with written notice of such exceptions within five business days of such an offer being extended, which shall set forth the extraordinary circumstances deemed to exist.

7. In addition to the base pay adjustments at various points in time associated with the Job Rate System, incumbent staff will also receive all across-the-board increases negotiated as part of the collective negotiations agreement.

#### E. Salary Program July 1, 2014 - June 30, 2019

It is agreed that during the term of this Agreement, July 1, 2014 - June 30, 2019, for the period beginning on the effective date of this Agreement by the parties until the termination of this Agreement, the following salary improvements set forth below shall be provided to eligible staff members in the unit within the applicable policies and practices of the State and University. Subject to the conditions set forth below and subject to the State Legislature enacting appropriations for these specific purposes, the University agrees to the following additional benefits effective at the time stated herein.

Effective July 1, 2014

- There will be a 1.75% across-the-board salary increase for calculation purposes only. There will be no retroactive payments on this across-the-board increase.
- There will be a 1.75% increase to the July 1, 2014 Job Rates (for calculation purposes only – no retroactivity).

Effective July 1, 2015

- There will be no salary increases for employees of the negotiations unit.
- There will be no increase to the Job Rates.

Effective July 1, 2016

- There will be no salary increases for employees of the negotiations unit.
- There will be no increase to the Job Rates.

Effective First Full Pay Period after August 15, 2017

- There will be a 2.0% across-the-board increase for all incumbents hired on or prior to August 14, 2017.
- There will be a 2.0% increase to the Job Rates.

Effective First Full Pay Period after July 1, 2018

- There will be a 2.0% across-the-board increase for all incumbents hired on or prior to June 30, 2018.
- There will be a 2% increase to the Job Rates.

Lump-Sum Payments

- Employees shall receive a \$650 lump-sum payment within 30 days of the date this Agreement is ratified by the Union or as soon thereafter as it administratively practicable so long as the employees are actively employed on the date the payment is made. Part-time employees, if any, shall be eligible for a pro rata lump-sum payment. The aforementioned lump-sum payment shall not be included in base salary.
- Full-time employees on the active payroll as of the first full pay period after August 15, 2017, who earned less than \$39,900 in annual base salary as of the day before that date, shall receive a lump-sum payment—that shall not be included in base salary—which is equal to the difference between the across-the-board increase they received effective the first full pay period after August 15, 2017 and the amount of the across-the-board increase calculated on a base annual salary of \$39,900. The lump-sum payment shall be paid within 30 days of the date this Agreement is ratified by the Union or as soon thereafter as is administratively practicable so long as the employees are actively employed on the date the payment is made.

*Example:* An employee's annual base salary as of the day before the first full pay period after

August 15, 2017 is \$25,000. The employee received a two percent across-the-board or a \$500 increase to base salary effective the first full pay period after August 15, 2017 [(2.0%) of \$25,000 = \$500]. The employee would receive a \$298 lump-sum payment [(2.0% of \$39,900 = \$798) - \$500 = \$298].

- Full-time employees on the active payroll as of the first full pay period after July 1, 2018, who earned less than \$39,900 in annual base salary as of the day before that date, shall receive a lump-sum payment—that shall not be included in base salary—which is equal to the difference between the across-the-board increase they received effective the first full pay period after July 1, 2018 and the amount of the across-the-board increase calculated on a base annual salary of \$39,900. This lump-sum payment shall be paid within 30 days of the date this Agreement is ratified by the Union or as soon thereafter as it administratively practicable so long as the employees are actively employed on the date the payment is made.

Contract expires June 30, 2019.

### Shift Differential

Effective July 1, 2014, and for the duration of this Agreement, members of the negotiations unit will be eligible for a shift differential of \$2.00 per hour.

The shift differential will be paid to eligible employees for complete shifts only and provided that they work half or more of their regularly scheduled hours after 3:00 p.m. or before 6:00 a.m.

F. All salary adjustments shall be subject to the terms and conditions of the appropriation legislation and administered consistent with the appropriate demands of a 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 require a continuing cooperative effort. They hereby pledge themselves to achieve the highest level of service by jointly endorsing a concept of intensive productivity improvement which may assist in realizing that objective.

## ARTICLE VII

### HOURS OF WORK AND OVERTIME

#### A. Hours of Work

1. The regularly scheduled standard workweek is assigned as either 35 hours, 37 ½ hours, or 40 hours. Part-time staff are assigned workweeks shorter than the standard workweek, but at least 20 hours or more. A “day” is defined as the regularly scheduled workweek divided by five.



2. All full-time staff shall be scheduled to work a regular shift as determined by the University. Work shifts shall have stated starting times and end of shift times. When permanent schedule or shift changes are made, 14 calendar days notice shall be given to the employee, except in the case of an emergency.

3. Work schedules shall provide for a 15 minute rest period during each one half (½) shift. Staff who are required to work beyond their regular end of shift into the next shift shall receive a 15 minute rest period when the period of work beyond their regular shift exceeds two hours.

4. The University agrees to give 14 calendar days notice to negotiations unit members when their functional unit switches the length of the daily tour of duty.

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

6. When a staff member is called to work outside his/her regularly scheduled shift, s/he shall be compensated for the actual hours worked. S/he shall be guaranteed a minimum of two 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/her regular shift.

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 (½) hour provided for the meal period, except in emergency situations.

#### B. Overtime

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

2. All staff shall be compensated at one and one half (1 ½) times the regular rate of pay for all hours worked in excess of forty (40) hours in a work week. 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 ½) hours for each hour worked.

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

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

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

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

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

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

## ARTICLE VIII

### HOLIDAYS

A.1. The following shall be the scheduled holidays for the negotiations 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 negotiations 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 (*e.g.* 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. For work areas requiring seven-day coverage the University will make every effort to rotate major holidays among the staff within the work area.

7. If a negotiations 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 negotiations 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 negotiations 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

1. 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.

2. 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:

3. For the period July 1 through November 30 of each year of this Agreement, each staff member will be compensated, in a lump sum payment in December, for all four (4) University designated holidays which fell within the period while the staff member was actively employed.

a. A staff member not in active status on a day designated by the University as a holiday will not receive compensation for such holiday.

b. 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.

4. 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 VII-B3.

5. 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 IX

### VACATIONS

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

#### A. Vacation Benefits

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

Amount of Service:

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

#### B. Vacation Schedules

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

#### C. Use of Vacation Time

1. After the initial 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.

3. All regular part-time staff who are included in this negotiations 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, email or letter, but if by phone, should be confirmed by email or letter. No sick leave will be credited unless supporting medical evidence verifying the illness or injury is presented.

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

D. Notice Approval

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

E. Separation

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

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

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

F. Death

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

## ARTICLE X

### SENIORITY AND REASSIGNMENTS

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

3. Seniority will prevail in layoffs due to economic reasons or reorganization. Bumps shall be in accordance with the layoff procedure outlined in section B of this Article. Laid off staff will be provided a minimum of 4 weeks (28 calendar days) notice or at the University's discretion, pay in lieu of such notice.

4. Changes in Status

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

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

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

5. Termination of Seniority

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

B. Layoff, Placement and Bumping

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

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

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

c. Third, if a vacancy pursuant to "a" or "b" above is not available, the employee will be offered the opportunity to fill a vacancy in the employee's current title first or

immediate prior title so long as the immediate prior title also is covered by this Agreement. No probationary period for employees with 10 or more years of continuous UMDNJ/University service. If the employee opts not to fill a vacancy offered under this section, the employee may opt to be placed on the recall list or to proceed to "d" below.

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

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

f. This section only applies to legacy UMDNJ titles covered by this Agreement.

#### C. Successorship

The University shall notify the Union at least thirty (30) days in advance of any takeover, sale, assignment, transfer, merger, consolidation or other change of ownership. The University agrees to provide the union with relevant information sought by the Union for the purpose of adequately representing the membership.

### ARTICLE XI

#### 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 hrs 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, 2014, the annual uniform allowance for all staff required to wear uniforms, but not provided with uniforms by the University will be \$500 for full-time staff, which amount will be pro-rated for part-time staff as consistent with State law.

Effective July 1, 2015, the annual uniform allowance for all staff required to wear uniforms, but not provided with uniforms by the University will be \$500 for full-time staff, and \$250 for part-time staff as consistent with State law.

Effective July 1, 2016, the annual uniform allowance for all staff required to wear uniforms, but not provided with uniforms by the University will be \$500 for full-time staff, and \$250 for part-time staff as consistent with State law.

Effective July 1, 2017, the annual uniform allowance for all staff required to wear uniforms, but not provided with uniforms by the University will be \$500 for full-time staff, and \$250 for part-time staff as consistent with State law.

In order to be eligible to receive the Uniform Allowance, the employee must have successfully completed at least 90 days of probation prior to July 1st of each year.

D. Physical Examination

If necessary the University will provide to each member of the negotiations 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. Employee Education Assistance Program

Staff members shall be covered by the University's Tuition Waiver Program and Tuition for Dependents, Spouse, Domestic or Civil Union Partner, and any revisions thereto.

F. Dental Care Program

The State administered Dental Care Program shall be the provider of dental benefits during the period of this Agreement. Such benefits shall be provided to all eligible employees and their eligible dependents.

G. Temporary Disability Plan

Staff are covered by the State of New Jersey Temporary Disability Plan. It is a shared cost plan which provides payments to staff who are unable to work as a result of non work connected illness or injury and have exhausted their accumulated sick leave. The provisions of this section are for informational purposes only and are not subject to the grievance/arbitration provisions of Article IV.



H. Prescription Drug Program

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

I. Parking

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

Parking fee reimbursements shall be paid in pre-tax dollars when parking is paid via payroll deductions.

## ARTICLE XII

### 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 Human Resources. The decision by Human Resources 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. If a job description is changed to require a new or modified certification or qualification mandated by rule, law or regulation, the employee shall be given an adequate period of time (not to exceed the requirements set forth in said rule, law or regulation) to be in compliance with the new or modified requirements.

C. The University agrees to inform the Union of changes in the status of staff members who are placed in confidential status. The Union does not waive its right to challenge with PERC the University's designation of a unit member as confidential.

## ARTICLE XIII

### STAFF MEMBER PERFORMANCE EVALUATION

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

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

with the performance standards and improvement goals developed by the Supervisor and the staff member.

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

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

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

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

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

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

When there is a change either in job assignment or supervisor during the evaluation period, the old performance evaluation shall be closed out. The employee's performance during the portion of the rating period under the older performance evaluation shall be rated and a new performance evaluation shall be prepared. The final rating shall be a proration of all rating received during the review period.

#### **ARTICLE XIV**

#### **LEAVES OF ABSENCE**

**A. Sick Leave, Entitlement and Amount:**

All staff members shall accrue sick days on the basis of one (1) day per month.

Sick pay and leaves of absence, including donated sick leave, shall be in accordance with University policies and in conformance with all applicable laws.

For employees taking sick leave for self, the maximum leave allowed will be six months, unless the employee has paid time accruals exceeding six months, then the maximum leave time shall be up to 12 months.

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

**B. Sick Leave, Notice and Pay:**

A staff member will be paid for sick leave at the staff member's base rate of pay.

Staff members are required to comply with the departmental call-in procedure. A staff member shall be responsible for calling only one designated supervisor at his/her office. If the illness extends beyond one day, the staff member must continue to call in ill each day unless s/he has already indicated to his/her supervisor an expected return date. If the illness extends beyond the expected return date s/he must call in with a new expected return date.

Staff members taken ill while on duty and who leave their work area with their supervisors' permission shall be paid for the authorized time spent on the employer's premises and may use accrued sick leave if they desire payment for the balance of their work shifts. Staff members may be excused without seeking medical attention at the University by their respective supervisor.

When a doctor's note is required, a doctor's certification from the staff member's health care professional must include the medical facts (not diagnosis) supporting the absence and will be provided to Human Resources.

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, s/he shall be compensated for such accrued sick leave as follows:

The supplemental compensation amount payment shall be computed at the rate of one-half (½) 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. Leave for Death or Serious Illness in the Immediate Family:

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

Family members are defined as spouse, children, parents, brothers, sisters, grandparents, grandchildren, parents-in-law or other relatives or significant others residing in the staff member's household.

If the family member lives out of state or country, the staff member may request additional time and utilize his/her accrued time or be granted unpaid leave. The staff member shall be required to bring in documentation that he/she will be out of the state or country as a result of a death in the family.

A short period of emergency attendance upon a member of the staff member's immediate family who is seriously ill and requiring the presence of such staff member may be granted in accordance with University policy and the Family Leave Act.

D. Family and Medical Leave

Family and medical leave will be governed by applicable State and Federal Statutes. This provision outlines the procedure the University follows for their staff members who are eligible for family and medical leave under the law.

A medical leave shall be granted upon presentation of a letter to Human Resources from the staff member's personal physician which must state: when the staff member's inability to work commenced, nature of the illness, and expected date the staff member will be able to return to work.

The University may, at its cost, have the staff member requesting a medical leave examined by a physician of the University's choosing as a condition of granting, continuing, or extending a medical leave of absence.

Upon return from leave, the staff member must present to Human Resources documentation from the staff member's personal physician indicating the date the staff member has been cleared to return to work, and that the staff member is able to return to work without restriction.

For employees taking FMLA leave for self, paid sick time accruals must be utilized first, and then vacation accruals and float holidays may be used.

For employees taking FMLA leave to care for a family member for a serious illness, the maximum leave allowed is 12 weeks. Paid leave time may include accrued vacation and float holidays, and sick time. However, in circumstances where the family member has a catastrophic illness (defined as an illness, injury, impairment, or physical or mental condition that a licensed physician or certified practitioner certifies as life threatening or terminal), in addition to accrued vacation and float holidays (utilized first), employees' accrued sick time or donated sick time may be used for the twelve (12) week maximum allowed.

In accordance with FMLA, the maximum leave allowed for intermittent leave is 12 weeks.

E. Military Leave

Military leave will be governed by applicable State and Federal Statute.

F. Jury Duty

Staff members shall be granted necessary time off, at the staff member's base rate of pay, when s/he is summoned and performs jury duty as prescribed by applicable law and provided the staff member was scheduled to work on the day(s). In no case will jury duty be granted or credited for more than the standard work day or workweek for the staff member's position.

An employee who regularly works the night shift will be paid for the day on which the jury duty is served, if the employee was scheduled to work that night, based on the standard work hours for his/her job classification.

The receipt of a notice to report for jury duty must be reported immediately to the staff member's supervisor.

The staff member shall notify his/her supervisor immediately of his/her requirement for this leave, and subsequently furnish evidence that s/he performed the duty for which the leave was requested.

If jury duty is cancelled on a day the staff member would have worked, the staff member must immediately notify his/her supervisor and may be required by the supervisor to report to work.

G. Workers' Compensation

Any staff member in this negotiations 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.

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 members may be permitted to take an unpaid personal leave of absence from their positions with the University. Such leaves may be applied for and are available to regular full-time and part-time staff working 20 or more hours per week provided they have completed six months of continuous service.

Requests for personal leaves must be accompanied with the reason for leave and duration and must be submitted in writing to Human Resources along with any supporting documentation. Such request must be submitted at least two weeks in advance of the requested starting date for the leave except in the case of a bona fide emergency. A staff member shall receive a written response within five work days. Human Resources shall have the right to require proof of an emergency as a condition of approval.

J. The maximum length of unpaid leaves are:

Type of Leave	Maximum Length
FMLA	In accordance with State and Federal Law
Personal Leave	One month
Education	Six months in any calendar year
Military	In accordance with State and Federal Law

K. Return from Leave

The University shall place a staff member returning from an unpaid sick leave of six months or less in his/her prior position, or if such position is unavailable, to an equivalent position. A staff member who fails to return from leave within five days from his/her scheduled date of return and without securing permission from his/her supervisor to extend such leave, shall be discharged.

A staff member who has utilized the maximum length of leave and who is unable to return at that time shall resign in good standing or in the alternative will be terminated for being unable to return from leave.

L. Leave of Absence, Limitations

All leaves as described above must be taken at the time of the related occurrence or shall be waived.

Staff members will be terminated for obtaining leave by false pretenses or for failing to return from a leave in accordance with University policy.

## **ARTICLE XV**

### **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 XVI**

### **UNIVERSITY - UNION BUSINESS**

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

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

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

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

B. Union/University Representation

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

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

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

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

5. It is agreed that the Union will appoint or elect up to one Shop Steward for each one hundred members of the negotiations 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 with one calendar month's notice to the union.

D. Reassignment (for Union Officers and Stewards)

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

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

E. Bulletin Boards

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

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

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

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

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

#### F. Union Dues Deductions

1. The University agrees to deduct from the regular paycheck of staff included in this negotiations 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 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 all negotiations unit 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 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 30 days from the beginning date of employment in a position in this unit.
6. The authorization for dues deduction shall remain in full force and effect during the full term of a negotiations unit staff member's employment, unless properly withdrawn. In order to withdraw from a dues authorization a negotiations unit staff member must submit a written request to withdraw from the Union to the University within 10 days following the anniversary date of his/her employment. Once the University receives the request, it will notify the Union within five business days. The properly filed withdrawal will become effective on the 30th day after the negotiations unit staff member's anniversary date of his/her employment.

#### G. Leave for Union Activity

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

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

Leave will be granted to individuals authorized by the President or the Secretary-Treasurer of the Union, but shall be limited to a maximum of ten (10) days of paid leave in a year period and

five (5) days of paid leave for any single conference or convention for any individual staff member except in the case where special approval or an exception may be granted by the University.

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

#### H. Grievance Investigation - Time Off

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

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

#### I. Membership Packets

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

## **ARTICLE XVII**

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

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

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

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

C. A staff member may request the expungement of materials included in the folder where there are pertinent and substantive inaccuracies or for reasons of time duration, relevance or fairness. Such requests will be evaluated in relation to the University's needs for comprehensive and complete records but will not be unreasonably denied.

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

## **ARTICLE XVIII**

### **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 XIX**

### **LEGISLATIVE ACTION & SAVINGS CLAUSE**

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

2. In the event that legislation becomes effective during the term of this Agreement which has the effect of improving the fringe benefits otherwise available to eligible staff members

in this unit, this Agreement shall not be construed as a limitation on their eligibility for such improvements.

**B. Savings Clause**

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

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

**ARTICLE XX**

**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 XXI**

**AVAILABILITY OF CONTRACTS**

The University agrees to post the updated contract online on its website. The parties shall use their best efforts to prepare the final contract within ninety (90) days of the ratification of this agreement.

**ARTICLE XXII**

**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 State and shall remain in full force and effect from July 1, 2014 to June 30, 2019. The certification shall be effective if delivered to the University within 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 sent by certified or electronic mail prior to October 1, 2018 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, 2019, subject to the provisions above.


C. Negotiations Procedures

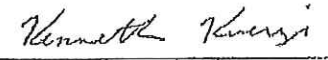
1. The parties also agree to negotiate in good faith on all matters properly presented for negotiations. Should an impasse develop, the procedures available under law shall be utilized exclusively in an orderly manner in an effort to resolve such impasse.

2. For the purpose of giving notice as provided in this Article, the State may be notified through the Director of the Governor's Office of Employee Relations, State of New Jersey, 240 West State Street, 16th Floor, P.O. Box 228, Trenton, New Jersey 08625 and the Union through IBT Local 97, 485 Chestnut Street, Union, New Jersey 07083.

IN WITNESS WHEREOF, the University and the International Brotherhood of Teamsters have caused this Agreement to be signed by their duly authorized representatives.

ROWAN UNIVERSITY  
SCHOOL OF OSTEOPATHIC  
MEDICINE

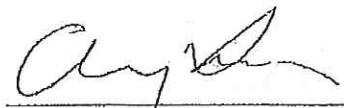
  
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Yvonne D. Catley, Esq.  
Deputy Director-Governor's Office of  
Employee Relations

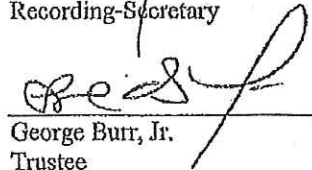
  
\_\_\_\_\_  
Kenneth L. Kuerzi, Esq.  
Assistant Vice President, Labor Relations

  
\_\_\_\_\_  
Philip J. Mesisca, M.B.A., C.M.P.E.  
Chief Operating Officer

INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS Local 97

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

  
\_\_\_\_\_  
Amy Lewis  
Recording-Secretary

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

**APPENDIX A**

**JOB SERIES TITLES**

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

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

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

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

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

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



**CLERICAL TITLES  
TC TABLE**

TITLE	Table	Grade (Rate ID)
ACCESSION AREA CLERK	TC	1325
ACCESSION AREA TECHNICIAN	TC	1325
ACCOUNTS CLERK	TC	1475
ACCOUNTS PAYABLE EXPEDITOR	TC	1475
ACCOUNTS PAYABLE TECHNICIAN	TC	1725
ACCOUNTING ASSISTANT	TC	1700
ACT HD CLERK	TC	1850
ADMINISTRATIVE ASSISTANT	TC	1925
ADMINISTRATIVE ASSISTANT	TC	2000
ADMITTING SERVICES SPECIALIST I	TC	1650
ADMITTING SERVICES SPECIALIST II	TC	1575
BED MGMNT COORDINATOR	TC	1850
BILLING SPECIALIST	TC	1925
BILLING TECHNICIAN	TC	1850
BILLING TECHNICIAN I	TC	1925
BILLING TECHNICIAN PRECERTIFICATION/REGISTRATION	TC	1850
CLAIMS REVIEWER	TC	1850
CLERK TYPIST	TC	1200
CLINICAL ASSISTANT	TC	1400
CLINIC SERVICES ASSISTANT	TC	1475
CLINIC SERVICES REPRESENTATIVE I	TC	1850
CLINIC SERVICES REPRESENTATIVE II	TC	1775
CODER/BILLING TECHNICIAN	TC	1950
CODING SPECIALIST	TC	2325
COORDINATOR CONCIERGE SERVICES	TC	1600
COURIER CLERK	TC	1325
CREDIT & COLLECTIONS COORDINATOR	TC	1925
CUSTOMER SERVICE RECEPTIONIST	TC	1325
D P I/O CONTROL SPECIALIST I	TC	1925
D P I/O CONTROL SPECIALIST II	TC	1850
D P I/O CONTROL SPECIALIST III	TC	1775
DATA CONTROL CLERK I	TC	1850
DATA CONTROL CLERK II	TC	1675
DATA CONTROL COORDINATOR	TC	1975
DISCHARGE CLERK	TC	1700
DISPENSARY CLERK	TC	1400
ELECTRONIC IMAGING TECHNICIAN	TC	1700
EMERGENCY ROOM CODER	TC	2450
ENROLLMENT SERVICES REPRESENTATIVE	TC	1925

<b>TITLE</b>	<b>Table</b>	<b>Grade (Rate ID)</b>
EQUIPMENT CONTROL CLERK	TC	1450
FEE/CODING COORDINATOR	TC	1850
FILE CLERK	TC	1175
FINANCIAL COUNSELOR II	TC	1775
FINANCIAL COUNSELOR I	TC	1875
FINANCIAL ASSISTANCE ADVISOR	TC	1925
FISCAL ASSISTANT	TC	1900
HEAD AUDIT ACCOUNTS CLERK	TC	1850
HEAD CASHIER I	TC	1925
HEAD CASHIER II	TC	1775
HEAD CASHIER NJDS	TC	1925
HEAD CLERK	TC	1850
HEADD DATA CONTROL CLERK	TC	1925
HEAD MEDICAL RECORDS CLERK	TC	1625
HEALTH RECORDS CLERK	TC	1200
IMPLANT COORDINATOR	TC	1925
INFECTION CONTROL ASSISTANT	TC	1625
INFORMATION PREPARATION CLERK	TC	1625
INFORMATION RECEPTIONIST CLERK	TC	1625
INPATIENT CODER	TC	2700
LABORATORY CLERK	TC	1250
LEAD MEDICAL RECORDS CLERK	TC	1850
LEAD PATIENT SERVICES ASSISTANT	TC	1625
LEAD PATIENT SERVICES REPRESENTATIVE	TC	1925
LEAD REGIONAL SCHEDULER	TC	2000
LEAD SURGICAL SCHEDULER/PATIENT LIAISON	TC	1850
LIBRARY TECHNICIAN II	TC	1700
LIBRARY TECHNICIAN III	TC	1550
LIBRARY TECHNICIAN IV	TC	1400
LIBRARY TECHNICIAN V	TC	1250
MAMMOGRAPHY PROGRAM COORDINATOR	TC	1925
MATERIALS MANAGEMENT COORDINATOR/PERIOPERATIVE SERVICES	TC	1925
MEDICAL CODER	TC	2600
MEDICAL OFFICE ASSISTANT	TC	1550
MEDICAL RECORDS CLERK	TC	1400
MEDICAL RECORDS TECHNICIAN	TC	1700
MEDICAL TRANSCRIBER	TC	1350
OFFICE ASSISTANT II	TC	1175
OFFICE ASSISTANT CCOE	TC	1400
OPERATING ROOM PATIENT SCHEDULER	TC	2150
OUTPATIENT CODER I	TC	2150
OUTPATIENT CODER II	TC	1850

<b>TITLE</b>	<b>Table</b>	<b>Grade (Rate ID)</b>
PATIENT ACCESS REPRESENTATIVE	TC	1850
PATIENT ACCOUNTS CLERK I	TC	1850
PATIENT ACCOUNTS CLERK II	TC	1800
PATIENT ACCOUNTS REPRESENTATIVE	TC	1850
PATIENT FLOW COORDINATOR	TC	1850
PATIENT RECEPTIONIST	TC	1350
PATIENT SERVICES REPRESENTATIVE I	TC	1850
PATIENT SERVICES REPRESENTATIVE II	TC	1475
PATIENT SERVICES REPRESENTATIVE/DRIVER	TC	1550
PAYROLL TECHNICIAN	TC	1925
PAYROLL TECHNICIAN UH	TC	1850
PHYSICIAN SERVICES CODER	TC	1950
PREVENTIVE MAINTENANCE CLERK I	TC	1825
PREVENTIVE MAINTENANCE CLERK II	TC	1675
PRINCIPAL CLERK	TC	1475
PRINCIPAL CLERK TYPIST	TC	1500
PRINCIPAL DATA CODER	TC	1350
PRINCIPAL FILE CLERK	TC	1450
PRINCIPAL MEDICAL RECORDS CLERK	TC	1625
PRINCIPAL RECEIPT PATIENT SCHED	TC	1675
PROCUREMENT COORDINATOR	TC	1925
PROPERTY CONTROL ASSISTANT	TC	1500
RADIOLOGY SERVICES REPRESENTATIVE	TC	1550
RECEPTIONIST PATIENT SCHEDULER ACCESS	TC	1400
RECEPTIONIST	TC	1250
RECEPTIONIST CLERK TYPIST	TC	1350
RECEPTIONIST PATIENT SCHEDULER	TC	1400
RECEPTIONIST RECORDS CLERK	TC	1250
RECEPTIONIST/VISITOR SCHEDULER	TC	1400
RECORDS CLERK PHYSICAL PLANT	TC	1400
RECORDS STATISTICS CLERK	TC	1400
REGIONAL SCHEDULER	TC	1475
SCHEDULING ASSTISTANT RECEPTIONIST	TC	1325
SECRETARY I	TC	2000
SECRETARY II	TC	1850
SECRETARY III	TC	1700
SECRETARY IV	TC	1475
SR ACCOUNTS CLERK	TC	1925
SR CASHIER	TC	1700
SR CLERK	TC	1325
SR CLERK OFFICE ASSISTANT	TC	1400
SR CLERK RECEPTIONIST	TC	1325
SR CLINIC SERVICES ASSISTANT	TC	1650

<b>TITLE</b>	<b>Table</b>	<b>Grade (Rate ID)</b>
SR CLINIC SERVICES REPRESENTATIVE	TC	1925
SR CUSTOMER SERVICE RECEPTIONIST	TC	1400
SR DEMO	TC	1375
SR FILE CLERK	TC	1325
SR FINANCIAL COUNSELOR	TC	1925
SR FINANCIAL ASSIST ADVISOR	TC	2025
SR MEDICAL RECORDS CLERK	TC	1550
SR MEDICALTRANSCRIBER	TC	1850
SR PATIENT ACCESS REPRESENTATIVE	TC	1925
SR RECEPTIONIST PATIENT SCHEDULER	TC	1550
SR RECEPTIONIST RWJ PROFESSIONAL CENTER	TC	1325
SR RECEPTIONIST SWITCHBOARD OPERATOR	TC	1475
SR REGIONAL SCHEDULER	TC	1925
SR SCHEDULER/PATIENT LIAISON	TC	1775
UNIT CLERK	TC	1300
UNIVERSITY HOSPITAL GREETER	TC	1200
WORD PROCESSING SPECIALIST I	TC	1825

**PARAPROFESSIONAL TITLES  
TP TABLE**

TITLE	Grade (Rate ID)
ACTIVITIES ASSISTANT III	1775
CERTIFIED TUMOR REGISTRAR	2350
COMMUNITY COORDINATOR	1875
CREDENTIALING, CERTIFICATION & COLLECTIONS SPECIALIST	2125
MENTAL HEALTH SPECIALIST I	1925
MENTAL HEALTH SPECIALIST II	1825
MENTAL HEALTH SPECIALIST II UBHC	1875
MENTAL HEALTH SPECIALIST III	1725
MENTAL HEALTH SPECIALIST III UBHC	1775
MORGUE SPECIALIST	1925
PEER SUPPORT SPECIALIST	1875
RECREATIONAL SPECIALIST	1825
TUMOR REGISTRAR	2125

**SERVICE AND MAINTENANCE TITLES**  
**TS SCALE**

TITLE	Grade (Rate ID)
ACTIVITY ASSISTANT IV	1475
ANESTHESIA EQUIPMENT TECHNICIAN I	1475
ANIMAL CARETAKER	1225
BEHAVIORAL HEALTH AIDE	1375
BUS DRIVER/PATIENT TRANSPORT	1475
CAFETERIA CASHIER	1250
CAGEWASHER	1150
CLERK DRIVER	1250
COMMUNITY OUTREACH WORKER	1625
COMMUNICATIONS OPER	1475
COMMUNITY LIAISON	1625
COOK	1475
COURIER CLERK	1100
DIET CONTROL ASSISTANT	1250
DIETETIC TECHNICIAN II	1750
DIETETIC TECHNICIAN III	1650
DISTRIBUTION/MATERIALS HANDLER	1325
DENTAL ASSISTANT III	1325
ENDOSCOPY TECHNICIAN	1700
ENVIRONMENTAL SERVICE WORKER	1100
EQUIPMENT HANDLER (PCS)	1250
FAMILY HEALTH CARE WORKER	1400
FIRST COOK	1550
FOOD SERVICE WORKER	1100
GRILL WORKER	1175
GROUNDSKEEPER I	1475
GROUNDSKEEPER LABORER	1100
HEAD COURIER STOCK CLERK	1475
HEAD STOCK CLERK	1475
HEALTH CARE INTERPRETER PROGRAM REPRESENTATIVE	1625
HOUSEKEEPING SPECIALIST	1100
HUMAN SVCS TECHNICIAN	1550
INPUT OUTPUT TECHNICIAN	1325
INSTRUMENT ATTENDANT	1350
LABORATORY ASSISTANT	1325
LABORATORY SERVICE WORKER	1175
LEAD BUS DRIVER/PATIENT TRANSPORT	1625
LEAD COURIER	1875
LEAD DISTRIBUTION/MATERIALS HANDLER	1400
LEAD EQUIPMENT HANDLER	1400

<b>TITLE</b>	<b>Grade (Rate ID)</b>
LEAD FOOD SERVICE WORKER	1250
LEAD NUTRITION CARE ASSISTANT	1475
LEAD RETAIL SERVICES WORKER	1250
LEAD STERILIZATION TECHNICIAN	1550
MEDICAL ASSISTANT	1325
MEDICATION AIDE	1375
MENTAL HEALTH SPECIALIST IV	1475
MENTAL HEALTH SPECIALIST IV UBHC	1475
MENTAL HEALTH SPECIALIST TRAINEE	1175
MENTAL HEALTH SPECIALIST TRAINEE UBHC	1175
MORGUE ATTENDANT	1475
MORGUE CUSTODIAN	1700
NURSING ASSISTANT	1375
NUTRITION CARE ASSISTANT	1400
OPHTHALMIC INSTRUMENTATION/PATIENT SERVICES TECHNICIAN	1500
ORDERING/RECEIVING CLERK	1325
PERIOPERATIVE SERVICES ASSOCIATE	1500
PRINCIPAL COURIER CLERK	1475
PRINCIPAL LABORATORY ASSISTANT	1475
PRINCIPAL LABORATORY SERVICE WORKER	1400
PRINCIPAL STOCK CLERK	1400
PRIN SUPPLY/EQUIPMENT TECHNICIAN	1475
PRINTING SERVICES COORDINATOR	1475
RADIOLOGIC TECHNOLOGT AIDE	1350
RECEIVING CLERK	1175
REHABILITATION AIDE	1400
RESPERATORY AIDE	1550
SR ANIMAL CARETAKER	1400
SR CLERK DRIVER	1400
SR COMMUNITY OUTREACH WORKER	1675
SR COURIER CLERK	1250
SR COURIER CLERK SPD	1400
SR ENVIRONMENTAL SERVICE WORKER	1250
SR LABORATORY ASSISTANT	1400
SR LABORATORY SERVICE WORKER	1250
SR MATERIAL HANDLER	1250
SR PRINTING SERVICES COORDINATOR	1750
SR STOCK CLERK	1250
STERILIZATION TECH	1400
SUPPORT SERVICES TECHNICIAN	1250
TECHNOLOGY AIDE	1100
TECHNOLOGY FELLOW	1700

TITLE	Grade (Rate ID)
TRANSPORT CUSTOMER SERVICES TECHNICIAN I	1350
TRANSPORT CUSTOMER SERVICES TECHNICIAN II	1275
TRANSPORTATION DISPATCH COORDINATOR	1550
TRANSPORTATION DISPATCHER	1625
UHC TECHNICIAN I	1375
UHC TECHNICIAN II	1325
UNIFORM CLERK	1250
UNIFORM/APPAREL SERVICES ASSOCIATE	1400



**TECHNICAL TITLES**  
**TT SCALE**

<b>TITLE</b>	<b>Grade (Rate ID)</b>
AMBULATORY CARE TECHNICIAN (non-certified)	1550
AMBULATORY CARE TECHNICIAN CERTIFIED	1600
AUDIOLOGY TECHNICIAN	1600
AUDIO/VISUAL TECHNOLOGIST	1850
BLOOD GAS TECHNOLOGIST	2100
CARDIOVASCULAR TECHNICIAN	2550
CARDIOVASCULAR TECH INTERN	2100
CENTRAL STERILE TECHNICIAN I	1700
CENTRAL STERILE TECHNICIAN II	1600
CERTIFIED MEDICAL ASSTISTANT	1500
COMPUTER APPLICATIONS SPECIALIST	2150
COMPUTER OPERATOR A	1950
COMPUTER OPERATOR B	1700
DENTAL ASSISTANT	1650
DENTAL ASSISTANT II	1550
DENTAL COMPREHENSIVE CARE COORDINATOR II	1775
DENTAL HYGIENIST	2750
DENTAL HYGIENIST EXPANDED DUTY	2750
DENTAL INFECTION CONTROL SAFETY TECHNICIAN	1775
EDUCATIONAL TECHNOLOGY ASSTISTANT	1750
EECP TECHNICIAN	1850
EKG TECHNICIAN	1750
ELECTRONIC MEDICAL RECORD SPECIALIST	1925
ELECTRONIC PAYMENT POSTER	1550
EMERGENCY DEPARTMENT TECHNICIAN	1800
EMS DISPATCHER EMT	1775
EMS EMERGENCY CALL TAKER	1400
EMERGENCY MEDICAL TECHNICIAN	1775
EMERGENCY MEDICAL TECHNICIAN/DRIVER	1775
EXPANDED DUTY DENTAL ASSTANT	1825
FIELD SERVICE ENGINEER I	1936
FIELD SERVICE ENGINEER II	2340
GRAD RESP CARE PRACTITIONER	2150
GRAPHIC ARTIST	2025
HISTOTECHNICIAN	2100
HEALTH PHYSICS ASSISTANT	1800
HOLTER MONITOR TECHNICIAN	1800
INVENTORY CONTROL TECHNICIAN	1700
LABORATORY ANIMAL TECHNICIAN	1675
LABORATORY ENGINEER	2750

<b>TITLE</b>	<b>Grade (Rate ID)</b>
LABORATORY TECHNICIAN	1575
LEAD BLOOD GAS TECHNOLOGIST	2200
LEAD DENTAL ASSISTANT	1800
LEAD MAMMOGRAPHY TECHNOLOGIST	2750
LEAD MEDICAL HEALTH CARE TECHNICIAN	1775
LEAD PHARMACY TECHNICIAN	1800
LEAD PHARMACY TECHNICIAN/TRAINING & QUALITY	1800
LEAD VEHICLE MAINTENANCE MECHANIC	2250
LOCKSMITH	1950
LOCKSMITH TECHNICIAN I	2150
LPN	2150
MAMMOGRAPHY TECHNICIAN	2600
MEDICAL HEALTH TECHNICIAN	1600
MEDICAL SERVICES ASSTISTANT	1750
MEDICAL TECHNICIAN	1750
MEDICAL WASTE PROCESS/OPERATOR	1700
MORGUE ASSISTANT	1925
NEUROPHYSIOLGOY TECHNICIAN II	1800
NEUROPHYSIOLOGY TECHNICIAN I	1900
OB SCRUB TECHNICIAN/NURSING ASSISTANT	1600
OCCUPATIONAL THERAPIST ASSISTANT CERTIFIED	2250
OPERATING ROOM INSTRUMENT TECH	1950
OPERATING ROOM TECHNICIAN I	2150
OPERATING ROOM TECHNICIAN II	2050
OPHTHALMIC ASSISTANT	1750
OPHTHALMIC TECHNICIAN	1950
ORTHOPAEDIC CAST TECHNICIAN	1950
ORTHOPTIST	2350
PARAMEDIC	2250
PATIENT CARE TECHNICIAN	1781
PC APPLICATIONS SPECIALIST	2150
PC SUPPORT SPECIALIST	1925
PHARMACY TECHNICIAN/INVENTORY CONTROL	1806
PHARMACY TECHNICIAN	1600
PHLEBOTOMIST	1450
PHLEBOTOMIST I	1600
PHYSICAL THERPY ASSISTANT	2400
POLYSOMNOGRAPHIC TECHNICIAN	1950
PRINCIPAL ANIMAL CARE TECHNICIAN	1675
PRINCIPAL LABORATORY ANIMAL TECHNICIAN	2050
PRINCIPAL LABORATORY TECHNICIAN	1825
PRINCIPAL TECHNICIAN ASSISTANT	2100
QI DATA COLLECTION SPECIALIST	2150

<b>TITLE</b>	<b>Grade (Rate ID)</b>
RESEARCH STUDY ASSISTANT	1950
RESPIRATORY THERAPIST REGISTERED	2650
RESPIRATORY THERAPY TECHNICIAN CERTIFIED	2450
SR AUDIO VISUAL TECHNOLOGIST	2050
SR BLOOD BANK TECHNICIAN	2150
SR DENTAL HYGIENIST RWJ	2750
SR INSTRUMENT MAKER	2450
SR LABORATORY ANIMAL TECHNICIAN	1950
SR LABORATORY TECHNICIAN	1675
SR LPN	2250
SR MORGUE ASSISTANT	2175
SR NEUROPHYSICS TECHNOLOGIST	2000
SR TECHNICAL ASSISTANT	1975
SR TECHNICAL ASSTISTANT DATA ANALYST	1975
SR VEHICLE MAINTENANCE MECHANIC	2100
SYSTEMS SUPPORT SPECIALIST	2450
TECHNICAL ASSISTANT	1750
TECHNICAL SUPPPORT SPECIALIST	2350
TECHNOLOGY TRAINEE	2350
TELEMETRY TECHNICIAN	1700
THERAPEUTIC MASSAGE THERAPIST	2550
ULTRASONOGRAPHER TRAINEE	2150
VEHICLE MAINTENANCE MECHANIC	1875
YOUTH WORK SUPERVISOR	1650
CARDIAC CATH LABORATORY RADIOLOGICAL TECHNICIAN (0-2 yrs)	2350
CARDIAC CATH LABORATORY RADIOLOGICAL TECHNICIAN (2-5 yrs)	2500
CARDIAC CATH LABORATORY RADIOLOGICAL TECHNICIAN (5+ yrs)	2600
ECHOCARDIOGRAPHY TECHNOLOGIST (0-2 yrs)	2275
ECHOCARDIOGRAPHY TECHNOLOGIST (2-5 yrs)	2425
ECHOCARDIOGRAPHY TECHNOLOGIST (5+ yrs)	2525
MULTI COMPETENT IMAGING TECHNICIAN (0-2 yrs)	2450
MULTI COMPETENT IMAGING TECHNICIAN (2-5 yrs)	2600
MULTI COMPETENT IMAGING TECHNICIAN (5+ yrs)	2700
RADIOLOGICAL TECHNICIAN I (0-2 yrs)	2150
RADIOLOGICAL TECHNICIAN I (2-5 yrs)	2300
RADIOLOGICAL TECHNICIAN I (5+ yrs)	2400
SPECIAL PROCEDURES TECHNICIAN (0-2 yrs)	2350
SPECIAL PROCEDURES TECHNICIAN (2-5 yrs)	2500
SPECIAL PROCEDURES TECHNICIAN (5+ yrs)	2600
ULTRASONOGRAPHER (0-2 yrs)	2350

<b>TITLE</b>	<b>Grade (Rate ID)</b>
ULTRASONOGRAPHER (2-5 yrs)	2500
ULTRASONOGRAPHER (5+ yrs)	2600
ULTRASOUND TECHNOLOGIST (0-2 yrs)	2350
ULTRASOUND TECHNOLOGIST (2-5 yrs)	2500
ULTRASOUND TECHNOLOGIST (5+ yrs)	2600
LEAD ULTRASOUND TECHNOLOGIST (0-2 yrs)	2500
LEAD ULTRASOUND TECHNOLOGIST (2-5 yrs)	2650
LEAD ULTRASOUND TECHNOLOGIST (5+ yrs)	2750
VASCULAR TECHNOLOGT (0-2 yrs)	2250
VASCULAR TECHNOLOGT (2 - 5 yrs)	2400
VASCULAR TECHNOLOGT (5+ yrs)	2500

Side Letter 1

November 21, 2018

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

Re: Attendance Control Policy

Dear Mr. Gerow,

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

Perfect Attendance Bonus is eliminated.

Sincerely,

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Kenneth Kuerzi, Esq.  
Rowan University  
Assistant Vice President, Labor Relations

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John Gerow  
President, Teamsters Local 97

Side Letter 2

January 25, 2012

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

Re: Hiring and Promotional Opportunities for Internal Candidates

Dear Mr. Gerow,

The University is sensitive to issues presented regarding the hiring and promotional opportunities for internal candidates. Provided qualifications are substantially equal between an internal and external candidate, the appointment of the internal candidate is preferred and encouraged. Provided qualifications and work experience are substantially equal between internal candidates, the appointment of the senior internal candidate is preferred and encouraged. Qualifications are deemed to include, but are not limited to, consideration of work performance, time and attendance and demonstrated attributes consistent with the University's Code of Ethics and Conduct. This side letter is not subject to the grievance procedure.

Sincerely,

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Abdel Kanan, Esq.  
UMDNJ  
Director of Labor Relations

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John Gerow  
President, Teamsters Local 97