

COLLECTIVE BARGAINING AGREEMENT

between the

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

and the

**UMDNJ SUPERVISORS ASSOCIATION,
INTERNATIONAL ASSOCIATION of
EMT's & PARAMEDICS,
LOCAL R2-200, SEIU-NAGE**

November 1, 2012 to October 31, 2014

INDEX

ARTICLE / TITLE

PREAMBLE

RECOGNITION

ARTICLE 1 MANAGEMENT RIGHTS

ARTICLE 2 PERSONNEL PRACTICES

ARTICLE 3 DISCIPLINARY/GRIEVANCE PROCEDURE

Discipline

Grievance Procedure

Definition

Purpose

General Provisions

Informal Procedure

Formal Steps

Step 1

Step 2

Arbitration

ARTICLE 4 ADMINISTRATION OF AGREEMENT

ARTICLE 5 WAGES

Correcting Payroll Errors

Salary Payments

Shift Differential

ARTICLE 6 HOLIDAYS

ARTICLE 7 VACATIONS

Vacation Benefits

Vacation Schedules

Use of Vacation

Notice Approval

Separation

Death

ARTICLE 8 TRANSFERS, PROBATION and SENIORITY

ARTICLE 9 EMPLOYEE BENEFITS

Health and Retirement Benefits
Employee Protection
Uniforms
Physical Examination
Tuition Refund Plan
Eye Care Program
Dental Care Program
Temporary Disability Plan
Prescription Drug Plan
Parking

ARTICLE 10 CLASSIFICATION OF NEW POSITIONS ANDJOB DESCRIPTIONS

ARTICLE 11 EMPLOYEE PERFORMANCE EVALUATION

ARTICLE 12 LEAVES OF ABSENCE and SICK PAY

Sick Pay
Death or Critical Illness in the Immediate Family
Medical Leave
Military Leave
Jury Duty
Leave of Absence Due to Injury
Personal Leave
Length of Leaves
Return from Leaves
Marriage

ARTICLE 13 POLICY AGREEMENTS

ARTICLE 14 UNIVERSITY - UNION BUSINESS

Union Activity
Union/University Representation
Union Privileges
Bulletin Boards
Union Dues Deduction
Grievance Investigation Time Off
Leave for Union Activity

[Membership Packets](#)
[Representation Fee \(Agency Shop\)](#)

ARTICLE 15	<u>ACCESS TO PERSONNEL FOLDERS AND EVALUATIONS</u>
ARTICLE 16	<u>LAYOFF RIGHTS</u>
ARTICLE 17	<u>LEGISLATIVE ACTION</u> <u>SAVINGS CLAUSE</u>
ARTICLE 18	<u>COMPLETE AGREEMENT</u>
ARTICLE 19	<u>AVAILABILITY OF CONTRACTS</u>
ARTICLE 20	<u>TERM OF AGREEMENT, SUCCESSOR AGREEMENT and</u> <u>NEGOTIATION PROCEDURES</u>

[Term of Agreement](#)
[Successor Agreement](#)
[Negotiation Procedures](#)
[Notification](#)

PREAMBLE

This Agreement between the University of Medicine & Dentistry of New Jersey (UMDNJ), and UMDNJ Supervisors Association, International Association of EMT's & Paramedics, Local R2-200, SEIU-NAGE and mutual understanding between the University, the Union and its staff members.

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.

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

RECOGNITION

The University of Medicine & Dentistry of New Jersey hereby recognizes the Union as the exclusive representative for the purpose of collective negotiations for all terms and conditions of employment in the bargaining unit, as certified by the Public Employment Relations Commission in its Certification of Representation dated May 11, 1993 (Docket No. RO 93-129).

ARTICLE 1

MANAGEMENT RIGHTS

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

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

ARTICLE 2

PERSONNEL PRACTICES

A. The University agrees to provide a clean and safe working environment. Each staff member will maintain acceptable standards of personal hygiene and cleanliness in accordance with the requirements of his job.

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

ARTICLE 3

DISCIPLINARY/GRIEVANCE PROCEDURE

A. DISCIPLINE

1. Definition:

Discipline shall mean official written warning, official written warning in lieu of suspension, suspension without pay, disciplinary demotion or discharge from employment at the University. Dismissal from employment or demotion based upon a layoff or operational

changes made by the University shall not be construed to be discipline. Oral counseling, although in writing, is not to be considered discipline and shall not be placed in the staff members central personnel file.

2. Just Cause:

The University shall have the right to discipline staff members for just cause. Just cause for discipline including discharge from employment 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 discharge from employment may be made for any other combination of circumstances amounting to just cause. The University reserves the right to substitute a second written warning for suspension without pay and such substituted warning shall substitute for suspension in the University's scheme of progressive discipline. No counseling shall be grievable.

A staff member shall not be disciplined for acts, except those which would constitute a crime, which occurred more than one year prior to the service of the notice of discipline or four 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. The University and the Union will mutually agree to extend deadlines on a case-by-case basis.

3. Arbitrable Disciplinary Actions:

Suspensions without pay of more than twenty-four (24) hours; disciplinary demotions or discharge from employment shall be subject to arbitration as specified in the grievance procedures set forth in this section. No other disciplinary actions shall be subject to arbitration.

4. Notification:

- a. The University will notify the Local Union Secretary via e-mail of any discipline within seventy-two (72) hours of the action not including weekends. Failure by the University to properly notify the Union will not void any disciplinary action, but the time limit for filing a grievance will not commence

until the date of the Union staff member was notified of action in writing.

b. When management determines that immediate removal of a staff member is necessary, the staff member shall be advised in writing prior to removal and the determination shall be provided to the staff member and the Union within 72 hours.

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

B. Grievance Procedure:

1. Definition:

- a. A breach, misinterpretation or improper application of the terms of this Agreement: or
- b. A claimed violation, misinterpretation, or misapplication of rules or regulations, existing policy or orders of the University affecting the terms and conditions of employment.

2. Purpose:

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 and to facilitate the uninterrupted operations of the University.

3. General Provisions:

- a. No grievance settlement reached under the terms of this Agreement shall add to subtract from or modify any terms of this Agreement.

b. By mutual consent of the Union and the University, the University will, in lieu of a suspension for a fixed number of hours, deduct a fixed number of hours from vacation balances. The disciplinary penalty will be equal to the number of hours of suspension and treated for all purposes as equivalent to a suspension.

c. Grievance resolutions or decisions at Step 1 and 2 shall not constitute a precedent in any arbitration or other proceeding unless a specific agreement to that effect is made by the University and the Union. This shall not be construed to preclude either party from introducing relevant evidence, including such grievance resolutions, as to the prior conduct of the other party.

d. No adjustment of any grievance, except a payroll error, shall impose retroactivity of more than fourteen (14) calendar days prior to the filing of the grievance at Step 1.

e. 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.

f. The terms of this Article shall not apply to probationary staff members. This exclusion shall not apply to regular staff members serving a probationary period due to a change in job title which is 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 and/or attendance in a probationary period or any action taken in pursuance thereof be deemed to be discipline or subject to grievance.

g. All time limits are of the essence and may be extended only by written mutual agreement between authorized representatives of the University and the Union. If the finding or resolution of a grievance at any step in the grievance procedure is not appealed within a prescribed time, said grievance will be considered settled on the basis of the last answer provided, and there shall be no further appeal or review.

h. A grievance which affects a substantial number or class of staff members, or in a case of suspension or discharge, or which the University representative at Step 1 lacks the authority to settle, may initially be presented at Step 2 of the grievance procedure.

Discipline that is grieved in accordance with Step 1 of the grievance procedure shall be stayed until resolved through Step 2. Such grieved discipline may not be referred to or relied upon in any evaluation, promotional decision or subsequent disciplinary charge until the grieved discipline has been resolved through Step 2. Grieved discipline shall be considered resolved through Step 2 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 or, for discipline subject to arbitration, the time for the hearing or decision has been passed. This provision shall not apply to

- (1) disciplinary demotion or discharge; and
- (2) discipline for conduct, which in the University's discretion demonstrates a threat to property or the health and safety of the grievant, University staff or the public.

In the event that a staff member 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.

4. Preliminary Informal Procedure:

A staff member may orally present and discuss a grievance with his/her immediate supervisor. At the staff member's option, he/she may request the presence of a Union representative. If the staff member exercises this option, the supervisor may determine that such grievance be moved to the first formal Step.

Informal discussions shall not serve to extend the time within which a grievance must be filed, unless such is mutually agreed upon in writing.

If an informal discussion does not produce a satisfactory settlement, the grievant may move the grievance to the first formal Step.

5. Formal Steps:

STEP 1:

The grievance shall be reduced to writing and submitted to the department head within fourteen (14) calendar days, excluding holidays, from the date on which the alleged violation of the Agreement or policy took place. (The grievance shall be signed by the grievant and/or Union representative, and shall set forth the nature of the dispute, the relief sought and the specific provisions of the Agreement/policy alleged to have been violated).

The department head shall answer the grievance in writing within seven (7) calendar days, excluding holidays.

STEP 2:

The grievance may be appealed by written notice to the Vice President for Human Resources of the University or his/her representative within fourteen (14) calendar days, excluding holidays after the Step 1 decision was rendered or due. The appeal can be signed only by the National Representative or Official of Local R2-200 of the EMS Supervisors Association.

The Vice President for Human Resources or his/her representative will schedule a hearing within twenty-one (21) calendar days, excluding holidays, after receipt of the grievance. The staff member may be represented at such hearing by the Union representative, local Union Chairperson or designee. The Vice President for Human Resources or his/her representative will render a decision within twenty-one (21) calendar days from the date of the hearing.

STEP 3 - ARBITRATION:

In the event the grievance has not been satisfactorily resolved in Step 2, and the grievance involved an alleged violation of the Agreement as described in the definition of a grievance in B 1 (a) above or in the case of discipline involving an arbitrable disciplinary action, then a request for arbitration may be brought only by the Union within twenty-one (21) calendar days, from the date the Vice President for Human Resources or his/her representative issued the Step 2 decision.

The request for arbitration shall be submitted in writing to the Public Employment Relations Commission with a copy sent to the Vice President for Human Resources.

Arbitrators shall be selected, on a case-by-case basis, under the selection procedure of the Public Employment Relations Commission. A transcript of all arbitration hearings may be taken. All expenses of arbitration shall be borne by the University and the Union equally, except that the cost of preparing and presenting each party's case or charge for a late cancellation shall be borne by each respective party.

The arbitrator shall have the right to subpoena relevant documents and witnesses if requested by either party.

The function of the neutral arbitrator shall be of a judicial rather than a legislative nature. The arbitrator shall give effect to the plain meaning of the Agreement language and shall not interpret such language unless the meaning of the language is unclear and ambiguous. When an arbitrator is called upon to interpret language in this Agreement, he/she shall render a decision, which is consistent with the common law of contract interpretation and with general considerations reserved to management by the Public Employee Relations Act and case interpretation of that Act.

The arbitrator shall not have the power to add to, subtract from or otherwise amend this Agreement nor shall he/she have the authority to prescribe a monetary award as a penalty for a violation of this Agreement.

Should the arbitrator reinstate a staff member with back pay, the staff member may be paid for the hours he/she would have worked in his/her normally scheduled work week, at his/her base rate of pay less any deductions required by law or other off-setting income for the back pay period specified by the Arbitrator.

The decision of the arbitrator shall be final and binding upon the University, the Union and staff member, unless either party seeks a review in an appropriate court proceeding. In the event either party seeks a review, such procedure shall operate as a stay of the arbitrator's award until the judicial review, the scope of judicial review shall be limited to determining whether the arbitrator's award is within the limits of the authority of the arbitrator as set forth in this Article.

A neutral arbitrator may hear and decide only one grievance during an arbitration proceeding unless otherwise mutually agreed in writing by the parties. In the event that either party asserts that the grievance is barred or waived by the grieving party's failure to follow procedures or adhere to the time limits specified in this Article, the neutral arbitrator selected in accordance with the provisions contained herein shall render a decision as to the waiver or bar or issue prior to any hearing on the merits of the grievance unless the parties mutually agree in writing otherwise. The parties agree that the issue of waiver or bar shall not be decided by the same arbitrator who decides the merits of the grievance, unless the parties mutually agree in writing otherwise. Both parties shall be given ample notice of the time and place of any hearing before the arbitrator and shall be afforded ample opportunity to present to the arbitrator evidence and contentions pertinent to the question or questions at issue, including the direct and cross-examination of all witnesses.

The arbitrator shall not substitute his/her judgment for the University's where this Agreement has specified whose judgment will be used or the matter involved has been reserved to the University by law or this Agreement.

Upon receipt of the arbitrator's award, corrective action, if any, will be implemented as soon as practical, but in any event no later than thirty (30) calendar days after receipt of the arbitrator's award, unless a party wishes to challenge the award.

If the arbitrator's decision is not challenged within thirty (30) calendar days, the decision shall be final and binding. If challenged, the appropriate party must initiate such legal proceedings as available within thirty (30) calendar days of receipt of such award from the arbitrator. In the event such legal remedy is pursued, corrective action will be implemented no later than fifteen (15) calendar days after final resolution by the courts.

ARTICLE 4

Administration of Agreement

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

ARTICLE 5

WAGES

A. Correcting Payroll Errors

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

B. Salary Payments

Salary program for the period November 1, 2012 through October 31, 2014:

1. Effective the pay period closest to November 1, 2012, there shall be an across the board increase of 2% to the rates of pay of the regular full time and regular part time employees in the bargaining unit.
2. Effective the pay period closest to November 1, 2012, the salary range for EMS Supervisor and EMS Training Supervisor will be increased by 2%.

Minimum \$23.42

Maximum \$35.11

3. Effective the pay period closest to November 1, 2013, there shall be an across the board increase of 2% to the rates of pay of the regular full time and regular part time employees in the bargaining unit.
4. Effective the pay period closest to November 1, 2013, the salary range for EMS Supervisor and EMS Training Supervisor will be increased by 2%:

Minimum: \$23.89

Maximum: \$35.81

5. Effective the pay period closest to May 1, 2014, there shall be an across the board increase of 1% to the rates of pay of the regular full time and regular part time employees in the bargaining unit.
6. Effective the pay period closest to May 1, 2014, there shall be no increase (0%) to the salary range for EMS Supervisor and EMS Training Supervisor.
- 7 The Per Diem rate shall remain \$32.80.
8. A Holiday Per Diem rate of \$40.00 per hour will be paid to Per Diem employees in the bargaining unit for hours worked on the following University holidays: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas
9. . The following language regarding the Share Value Program is retained for future reference.

Merit adjustments shall be made as follows:

- a. Step 1: Determination of "Share" Value. A "share" of the merit pool shall be determined as follows:
 - (i) The performance rating number (3, 4 or 5) shall be multiplied by the number of people in the operating unit receiving that rating.

Example:

5 people receive 5 $5 \times 5 = 25$

5 people receive 4 $5 \times 4 = 20$

10 people receive 3 $10 \times 3 = 30$

(ii) Add the total number of “points” of resulting calculation: $25 + 20 + 30 = 75$ “points”

(iii) Divide the merit pool dollars by the total number of “points” to determine the value of one “share”

Example: 1% of operating unit payroll = \$10,000

$\$10,000$ divided by 75 = \$134

one (1) “share” = \$134

b. Step 2: Distribute merit pool by performance rating, as follows:

(i) Employees receiving a rating of “5” shall receive a merit adjustment of one share multiplied by five (5):

Example: $5 \times \$134 = \670

Therefore, all employees in the operating unit receiving a rating of “5” would receive a merit adjustment of \$670

(ii) Employees receiving a rating of “4” shall receive a merit adjustment of one share multiplied by four (4):

Example: $4 \times \$134 = \536

All employees in the operating unit receiving a rating of “4” would receive a merit adjustment of \$536

(iii) Employees receiving a rating of “3” shall receive a merit adjustment of one share multiplied by three (3):

Example: $3 \times \$134 = \402

All employees in the operating unit receiving a rating of “3” would receive a merit adjustment of \$402

The numbers set forth above are included for illustrative purposes only, and are not intended to establish a guaranteed level of benefits as to any member of the bargaining unit.

An individual whose salary increase as set forth above would raise his/her salary to an amount exceeding the Maximum Salary will be given a one-time salary bonus in lieu of that portion of the salary increase which exceeds the maximum salary.

8. The dollar amounts expressed in this Article are unique to each fiscal year of this agreement and shall in no manner whatsoever be considered part of the status quo subsequent to the expiration of this agreement.

C. Shift Differential

Shift differential shall be \$2.25 effective November 1, 2012.

Shift differential shall be \$2.25 effective November 1, 2013

Shift differential will be paid to members of the bargaining unit for complete shifts only. To be eligible for a shift differential, an employee must work half or more of his/her regularly scheduled hours after 3:00pm or before 6:00am.

D. Premium Compensation Rate – Overtime Work:

The University conforms to the Fair Labor Standards Act (FLSA). All employees shall be compensated at time and one-half (1 ½) for all hours worked in excess of forty (40) hours in a week. Overtime pay and other premium pay shall not be pyramided.

Such overtime hours shall be compensated either by (a) cash, or (b) compensatory time off; at the rate of one and one-half (1 ½) hours for each hour worked, at the option of the University.

For the purpose of computing overtime, all holidays paid for but not worked and hours of paid leave, excluding paid sick time, shall be counted as hours worked. 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.

E. Daylight Savings Time:

If an employee actually works one (1) hour greater than his/her scheduled hours of work as a result of an adjustment in daylight savings time, he/she will be compensated for the time actually worked. If an employee works one (1) hour less than his/her scheduled hours of work as a result of an adjustment in daylight savings time, he/she will be compensated for the time actually worked.

F. For the purposes of this contract a "day" is defined to be the full time workweek for any classification divided by five.

G. Base Compensation Rate: An employee's base compensation rate is the employee's base rate of pay and does not include any differentials, premiums or bonuses.

ARTICLE 6

A. HOLIDAYS

1. The number of holidays provided to members of the unit will not be fewer than fifteen (15) in number.

2. The fifteen (15) holidays are:

New Year's Day

Martin Luther King's Birthday

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas

(6) Float Holidays

3. The staff members shall meet with his/her supervisor to schedule a mutually agreeable date for use of a float holiday. Holidays may not be used prior to being earned. An employee will be paid for holiday time taken at the employee's base rate of pay.

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

5. Full time bargaining unit members in active status January 1 of each year will be credited with 48 hours of float holiday time, and may use this time in accordance with University Policy. Float Holiday time is pro-rated for part time employees.

Except in case of an emergency, a request for a Float Holiday must be submitted to the employee's supervisor for review and approval a least five (5) business days in advance of the date upon which the employee proposes to use the float holiday.

Bargaining unit members hired or returning from unpaid leaves of absences between January 2 and July 1 of any year will be credited with 24 hours of float holiday time within one full pay cycle after July 1. No float holidays will be credited for individuals hired or returning from leaves of absences from July 2 to December 31. Individuals returning from unpaid leaves of absences from January 2 to July 1 will only receive 24 hours of float holiday time if they did not already receive float holidays for the particular year.

B. Holidays for Twelve Hour Shift Staff members

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

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

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

3. For the period of December 1 through June 30 of each year of this Agreement, each staff member will be compensated in the first pay period of July, for all five (5) University designated holidays which fell within this period while the staff member was actively employed. A staff member not in active status on a day designated by the University as a holiday will not receive compensation for such holiday.

4. Upon termination of employment or upon transfer out of the twelve hours 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 7

VACATIONS

A. Vacation Benefits

All staff members covered by this agreement will be entitled to the following vacation schedule. An employee will be paid for vacation at the employee's base rate of pay.

Amount of Service:

- | | |
|--|------------------------------------|
| 1. Up to the end of the first calendar year: | 1 ¼ working days for each month |
| 2. From 1 to 10 years: | 1 ¼ working days for each month |
| 3. From 11 to 13 years: | 1 2/3 working days for each month |
| 4. Upon completion of 20 years: | 2 1/12 working days for each month |

B. Vacation Schedules

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

C. Use of Vacation Time

1. After the initial ninety (90) days of employment, vacation allowance may be taken as accrued. Vacation allowance must be taken by the end of the calendar year following the calendar year in which it is accrued.
2. A staff member may request a maximum of one (1) year of earned vacation allowance be carried forward into the next succeeding year. The request shall be made in writing to the appropriate department head and may be approved for good reason.
3. All regular part-time employees who are included in this bargaining unit shall accrue vacation leave credit on a proportionate basis.
4. Employees will not be charged for vacation leave on a holiday or for the scheduled day off in lieu of a holiday.
5. When a bargaining unit member is on vacation and requires hospitalization 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 hospitalization 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 for such vacation time so that no accrued vacation time will be lost.

E. Separation

Upon separation, in good standing, from the University or retirement, a staff member shall be entitled to vacation allowance of unused vacation time accrued within the time limit described in (A) above, except that a staff member separated during his/her initial probationary period or with just cause will not be entitled to such allowance. Except as otherwise provided in this Agreement or University Policy, no wages or benefits shall be garnished upon separation, unless the University can provide documentation demonstrating the basis for such garnishment. 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 salary rate at the time of death shall be calculated and paid to the staff member's estate.

ARTICLE 8

TRANSFERS, PROBATION and SENIORITY

A transferred (from out of the bargaining unit), reclassified (from out of the bargaining unit) or promoted staff member serves a 180-day probationary period on the new job in the bargaining unit. If a bargaining unit member is reclassified or transferred within this bargaining unit, the member serves a ninety (90) day probation period with an extension of an additional ninety (90) days at management's option.

The probationary period for new hires into this bargaining unit will be one hundred and eighty (180) days. University management reserves the unilateral right to extend the period for an additional thirty (30) days.

Seniority will be considered along with all other relevant factors in all time off requests and transfers into an open supervisor position (if qualified).

ARTICLE 9

EMPLOYEE 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 employees whose contracts expired June 30, 2011. Should negotiation or legislative action change these benefits for State employees during the life of this contract, the benefits for eligible members of the unit shall change accordingly. If the State should notify the University that they will not cover Part-Time (less than 35 hr per week) staff members, the University will not continue such coverage.

B. Employee Protection

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

C. Uniforms

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

2. OSHA/PEOSHA PPE that the University is required to supply, will be supplied, maintained and replaced by the University provided it is not lost or damaged due to the employee's negligence or improper use. Any and all costs associated with mandatory changes in the uniform shall be borne entirely by the University.

Effective the first full pay period in October 2013, the uniform allowance will be \$800 for all staff members meeting the eligibility requirements.

Effective the first full pay period in October 2014, the uniform allowance will be \$800 for all staff members meeting the eligibility requirements.

D. Physical Examination

If necessary, the University will provide to each member of the 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 Statue.

E. Tuition Refund Plan

For full time bargaining unit members the University shall provide tuition reimbursement up to \$3120 annually for approved courses completed with a grade "C" or better.

For part time bargaining unit members, the University shall provide tuition reimbursement up to a maximum of \$1560 annually for approved courses completed with a grade "C" or better.

F. Dental Care Program

The Dental Care Program as provided and administered by the State shall provide benefits to all eligible full-time unit staff members and their eligible dependents.

G. Temporary Disability Plan

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

H. Prescription Drug Program

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

I. Parking

The parking fee for all bargaining unit members will be equal to .5% of the base salary of the last pay period of the previous fiscal year. All staff members hired during any fiscal year shall pay a prorated fee for the remainder of the fiscal year based on their salary at time of hire.

J. Inclement Weather Day

The parties agree that in the event of an Inclement Weather Day declared by the University, the University will pay bargaining unit members in accordance with University Policy 00-01-17:00.

K. Court Time

1. Upon receiving written notification to perform jury or witness duty (including grand jury), staff shall present such documentation to their immediate supervisor within a minimum of three (3) business days, where practicable, to allow continuity of operations. The documentation shall be used to verify such appearance.
2. There may be occasions where a notice to appear is not provided in a timely manner and under these circumstances, the three-day notice requirement may be waived.
3. Staff who are required to serve on a federal, state, county, municipal or grand jury, or who are subpoenaed to appear as a witness (inclusive of University-related matters), shall be excused from work in order to be in compliance.
4. Staff serving in such capacity shall receive their regular straight time pay from the University. The University will only pay an 8 hour day for court days. Jury or witness pay is retained by the staff member.
5. In the event staff is advised by the University to retain personal counsel for a University-related matter, time off with pay shall be granted for this purpose.
6. Staff on jury duty or serving as witnesses and excused by the court for a given day or released early, are required to return to their regular work site on that day. Staff may request approval to utilize benefit time for the balance of the day in lieu of reporting back to work.
7. For staff absences due to attorney appointments or court appearances for personal matters, such absences shall be charged to accrued vacation time or float holidays.
8. Staff normally assigned to work second or third shifts shall not be paid shift differential when appearing in court during these shift times (second or third).

ARTICLE 10

CLASSIFICATION OF NEW POSITIONS AND JOB DESCRIPTIONS

A. When a new position is created during the life of this agreement, the University shall designate the job classification for said position. In the event the Union objects to the designated rate, it shall have the right to submit its objections and supporting data in writing to the review committee. If after this

review the Union remains dissatisfied, it shall have the right to submit the matter as a Step 2 grievance in the Grievance Procedure. The decision at Step 2 will be final.

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 that are changed.

ARTICLE 11

EMPLOYEE PERFORMANCE EVALUATION

A. Staff member's 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" or "1".

B. Each staff member shall be notified of the rating determined for him/her 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 members 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. If a staff member receives a rating of "2", the supervisor shall review the performance deficiencies with the staff member and shall counsel the staff member as to appropriate steps which should be taken to improve performance and shall review with the staff member any 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 "3" level, then 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. If a staff member receives a rating of "1", such 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 members receiving the "1" evaluation shall be carefully monitored by the supervisor. The staff member shall be evaluated not later than six months after the date of the "1" rating. If performance remains below the "3" level, such staff member shall be discharged.

F. The evaluation category received or any evaluation given to a staff member is not subject to the grievance procedure.

ARTICLE 12

LEAVES OF ABSENCE AND SICK PAY

A. Sick Pay

1. Effective January 1, 2001, all bargaining unit staff members shall receive one (1) sick day per month. An employee will be paid for sick time at the employee's base rate of pay.
2. Beginning January 1, 1995, staff members with five (5) or more years service will be eligible for an emergency advance of up to one year's worth of sick leave under the following circumstances:
 - a. At least one hundred sixty (160) hours have been or will have been used immediately before any of the advanced days. These must have been used to cover absences for illness.
 - b. The staff member has not been the subject of a written warning, suspension or any other discipline within the previous one (1) year for attendance. All evaluations over the last two years must have been satisfactory.
 - c. The application for the advance must be approved by the Department Head and accompanied by documentation of the illness.
 - d. The application must also be approved by the Campus Human Resource Director or his/her designee.
 - e. The approval/disapproval of the application for emergency advance of sick leave is grievable, only to Step II of the grievance procedure. It is not subject to arbitration. The decision of the Step II

hearing officer in all such grievances will be final.

4. Sick pay accruals are cumulative from one year to the next.
5. Staff members are required to comply with the departmental call in procedure. If the illness extends beyond one day, the staff member must continue to call in ill each day unless they have already indicated to their supervisor an expected return date. If the illness extends beyond the expected return date he/she must call in with a new expected return date.
6. Staff members taken ill while on duty and who leave their work station with their supervisor's permission shall be paid for the time spent on the employer's premises and may use accrued sick leave if they desire payment for the balance of the work shift. Staff members may be excused by their supervisor.
7. Whenever a regular staff member retires, except an staff member who elects deferred retirement, pursuant to the provisions of a state administered retirement system and has to his/her credit and accrued sick leave, he/she shall be compensated for such accrued sick leave as follows:
 - a. The supplemental compensation amount payment shall be computed at the rate of one-half (1/2) of the eligible staff members daily rate of pay for each day of unused accumulated sick pay accruals based upon the average annual base rate of compensation received during the last year of his/her employment prior to the effective date of his/her retirement provided however that no lump sum supplemental compensation payment shall exceed \$15,000.
 - b. The compensation shall be paid in accordance with the State rules then applying.

B. Death or Critical Illness in the Immediate Family:

At the time of a death of a family member, up to three (3) consecutive calendar days off with pay will be granted to staff members provided they are scheduled to work those days, and provided sick pay or other paid leave is accumulated to the credit of the staff member, and is so charged. Members of the immediate family are defined as spouse, children, parents, brothers or sisters, parents-in-law or other relatives living in the staff member household. In cases where the death of a grandchild, grandparent, brother-in-law, sister-in-law, aunt or uncle, niece or

nephew occurs, up to one (1) calendar day off with pay will be granted to attend the funeral services, provided sick pay or other paid leave is accumulated to the credit of the staff member, and is so charged. A short period of emergency attendance upon a member of the staff member's immediate family who is critically ill and requiring the presence of such staff member may be granted in accordance with University Policy.

C. Medical Leave

The University adheres to all federal and state laws and regulations regarding FMLA and family leave, and provides medical leave in accordance with Human Resources Policy # 30-01-40-40:00.

D. Military Leave

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

E. Jury Duty

1. A staff member covered by this Agreement shall be granted necessary time off without loss of pay when he/she is summoned and performs jury duty as prescribed by applicable law.
2. In no case will Jury Duty be granted or credited for more than the standard workday or workweek for the staff member's position.
3. The staff member shall notify management immediately of his requirement for this leave, and subsequently furnish evidence that he performed the duty for which the leave was requested.

F. Leave of Absence Due to Injury

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

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

G. Unpaid Leave of Absence

In certain circumstances staff members may be permitted to take unpaid leaves of absence from their positions with the University. Such leaves will be granted in accordance with Human Resources Policies # 30-01-40-40:00 and # 30-01-40:15

TYPES OF LEAVE: MAXIMUM LENGTH

Medical Leave	per policy
Personal Leave	1 month
Education	6 months in any calendar year
Military	In accordance with Federal Law

H. Return from Leaves

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

I. Marriage

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

ARTICLE 13

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 members 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 members in the unit without discrimination.

ARTICLE 14

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

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

B. Union/University Representation

1. The Union shall furnish the Director of Labor Relations or 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 in the Emergency Medical Services "chain of command" who has the authority from the University to be considered either the immediate supervisor of any negotiations unit staff member for oral or written complaint, or written grievance purposes, or who are otherwise empowered by the University to interpret or apply the terms and provisions of the Agreement on behalf of the University.
3. Both parties agree to recognize and deal with only properly authorized and empowered University or Union representatives who are officially made responsible by the parties' written compliance with the Section of this Article.
4. Staff members designated by the Union as stewards 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 three (3) officials who will be recognized by the University in their defined authority to act for 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 the Union-to-Union Officers or Union Officials 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 notices of meetings or call for Union representatives, which will be announced.
3. Where the Union has information to be transmitted to Union Officials, the interoffice mail system and pager system, will be made available provided that priority is retained for the business of the University The

University's facsimile equipment is only available for use of the Union to receive communications from outside the University. Unauthorized use can result in disciplinary action.

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 members may attend such meetings only during off duty hours or provided such attendance does not interfere with performance of his/her duties.

D. Bulletin Boards

1. The University will provide one (1) bulletin board on the Newark work-site and one (1) on the Camden work-site, both of which will be used exclusively for the posting of Union notices.

2. The material to be posted on the bulletin boards will be brought to the EMS Director and/or Associate Director by the Union for approval. The Union representative 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 EMS Director and Associate Director 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.

E. Union Dues Deductions

1. The University agrees to deduct from the regular paycheck of staff members included in this bargaining unit, dues for the Union, provided the staff members authorize such deduction in writing in proper form to the Campus Human Resources Office.
2. Union dues deductions from any staff member in this negotiating unit shall be limited to the Union, the duly certified majority representatives.
3. Dues or fees so deducted by the University shall, within thirty (30) days of the date of deduction, be transmitted to the designated officer of the Union, together with a listing of the staff members included.
4. The Union shall certify to the University the amount of Union dues and shall notify the University of any changes in dues structure thirty (30) days in advance of the requested date of such change.
5. The University shall deduct the Union dues from a new staff member as soon as possible from the beginning date of employment in a position in this unit.

F. 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. 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, and conference among Union Officials not preparation for representation at a grievance hearing.

G. Leave for Union Activity

The Employer agrees to provide leave of absence with pay for delegates of the Union to attend Union activities. A total of twelve (12) days of such leave for the entire bargaining unit may be used each year of this Agreement.

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 Employer is required. Written notice, from the Union of the authorization of an individual to utilize such leave time shall be given to the Employer Personnel Office where the individual is employed at least thirty (30) days in advance of the date or dates of such meeting except in an emergency, less notice may be given. Granting of such leave to a staff member shall not be unreasonably withheld by the Employer.

H. Membership Packets

The Union may supply membership packets, which contain information for distribution to new staff members, 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 Union. The University agrees to distribute such membership packets to all applicants for unit positions, provided the Union provides the University with sufficient copies of the membership packets to do so. The University will provide a fifteen (15) minute period during the new staff members training period to allow a Union representative to meet and explain the Union's responsibilities. If the Local representative cannot be present during such training period, the Local Union President will be allowed to make such a presentation to a maximum of twelve (12) times per year.

I. Representation Fee (Agency Shop)

1. Purpose of Fee

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

2. Amount of Fee

Prior to the beginning of each contract year, the Union will notify the University in writing of the amount of regular membership dues, initiation fees and assessments charged by the Union to its own members for that contract year.

3. Deduction and Transmission of Fee

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

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

The University shall deduct the presentation fee as soon as possible after the tenth day following reentry into this unit for staff members who previously served in a position identified as excluded or confidential, for individuals reemployed in this unit from a reemployment list, for staff members returning from leave without pay, and for previous staff member members who become eligible for the representation fee because of nonmember status.

The University shall deduct the representation fee from a new staff member as soon as possible from the beginning date of employment in a position in this unit.

4. Demand and Return System

The representation fee in lieu of dues only shall be available to the Union if the procedures hereafter are maintained by the Union.

The burden of proof under this system is on the Union.

The Union shall return any part of the representation fee paid by the staff member which represents the staff members additional pro rated share of expenditures by the Union that is either in aid of activities or causes of a partisan political or ideological nature only incidentally related to the terms and conditions of employment, or applied toward the cost of any other benefits available only to members of the majority representative.

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

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

5. University Held Harmless

The Union hereby agrees that it will indemnify and hold the University harmless from any claims, actions or proceedings brought by any staff member in the negotiation unit which arises from deductions made by the University in accordance with this provision The University shall not be liable to the Union for any retroactive or past due representation fee for an staff member who was identified by the University as excluded or confidential or in good faith was mistakenly or inadvertently omitted from deduction of the representation fee.

6. Representation Fee

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

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

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

7. Legal Requirements

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

ARTICLE 15

ACCESS TO PERSONNEL FOLDERS AND EVALUATIONS

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

She/He shall be allowed to place in such file a response of reasonable length to anything contained therein. The Employer 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 relations to the Employer's needs for comprehensive and complete records but will not be unreasonably denied.

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

ARTICLE 16

Layoff Rights

All members of the bargaining unit who have passed their probationary period with at least one year of service in the title will be eligible for rights under the University's layoff policy. In addition, members of this bargaining unit will have the right to bump each other within their department based on University seniority, regardless of campus. This across campus bumping exists only within the covered titles of this bargaining unit. Any other bumping rights are strictly subject to University policy only on the campus where the bargaining unit member is employed.

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

ARTICLE 17

A. Legislative Action

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

2. In the event that legislation 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 provision of the Agreement shall not be affected thereby and shall continue in full force and effect.

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

ARTICLE 18

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 negotiations by particularly reference in memoranda of understanding predating the date of signing to his 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 Law of N.J. 1968 and as amended.

ARTICLE 19

AVAILABILITY OF CONTRACTS

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

ARTICLE 20

TERM OF AGREEMENT, SUCCESSOR AGREEMENT AND NEGOTIATION PROCEDURES

A. Term of Agreement

This agreement shall become effective on the date when the Union presents written certification of proper ratification to the University and shall remain in full force and effect from November 1,-2012 to October 31,.2014

B. Successor Agreement

The Agreement shall be renewed from year to year thereafter unless either party shall give written notice of its desire to terminate, modify or amend the Agreement. Such notice shall be by certified mail prior to February 1, 2014 or February 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 November 1, 2014subject to the provisions above.

C. Negotiation Procedures

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

D. For the purpose of giving notice as provided in Article 20, the University may be notified through the Vice-President for Human Resources, 65 Bergen Street, Newark, NJ 07101-1709; and the Union through UMDNJ Supervisors Association, IAEP, Local R2-200, SEIU-NAGE 150 Cabinet Street, Newark, NJ 07101-1709.

IN WITNESS WHEREOF, the University of Medicine & Dentistry of New Jersey (UMDNJ) and the UMDNJ Supervisors Association, International Association of EMT's & Paramedics, Local R2-200, SEIU-NAGE have caused this agreement to be signed by their duly authorized representative.

University of Medicine & Dentistry of NJ

UMDNJ Supervisors Assoc IAEP

Denise V. Rodgers, MD
President

Paul Visoskas
President

Gerard Garcia
Interim VP of Human Resources

Abdel Kanan, Esq
Director of Labor Relations

