

***COLLECTIVE BARGAINING
AGREEMENT***

between the

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

and the

***FRATERNAL ORDER of POLICE
LODGE 74***

(July 1, 2011 - June 30, 2014)

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PREAMBLE

The University of Medicine and Dentistry of New Jersey (hereinafter "University") and Fraternal Order of Police Lodge No. 74 (hereinafter "FOP") have entered into this Agreement for the purpose of establishing conditions under which officers shall be employed to work for UMDNJ and regulate the mutual relations among themselves with the view of promoting and ensuring harmonious relations, cooperation and understanding between UMDNJ and its officers.

RECOGNITION

A. The University of Medicine and Dentistry of New Jersey hereby recognizes the Fraternal Order of Police Lodge No. 74 as the exclusive representative for the purpose of collective negotiations for all terms and conditions of employment in a unit of Police Officers employed by the University of Medicine and Dentistry of New Jersey at all locations as set forth in Paragraph (B) hereof.

B. The staff members included are:

University Police Officers

Permanent Full-time and Permanent Part-time who regularly work a minimum of 20 hours or more per week.

The staff members excluded are:

All other staff members including casual employees, non-police, police above the rank of University Police Officer, confidential staff members, managerial executives, professionals, craft workers and supervisors as defined in the New Jersey Employer-Employee Relations Act.

ARTICLE I

MANAGEMENT RIGHTS

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

Except as specifically abridged, limited or modified by the terms of the Agreement between the University and the F.O.P., 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 Police Officer's are retained by the University.

ARTICLE II

NON-DISCRIMINATION

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

The University and the F.O.P. will not discriminate because of F.O.P. membership or lack of F.O.P. membership, as well as F.O.P. activities or failure to participate in such activities.

ARTICLE III

PRIOR BENEFITS

Any and all existing benefits, policies, practices and general working conditions uniformly affecting all Police Officers in the unit in effect on the date of this Agreement shall remain in effect except to the extent they are modified by this Agreement. If the University changes or intends to make changes which have the effect of eliminating or altering terms and conditions of employment, the University will notify the F.O.P. and, if requested by the F.O.P. within ten (10) days of such notice or of such change or of the date on which the change would reasonably have become known to the Police Officer's affected, the University shall within twenty (20) days of such request enter negotiations with the F.O.P. on the matter involved, providing the matter is within the scope of issues which are mandatorily negotiable under the Employer-Employee Relations Act as amended and further, if a dispute arises as to the negotiability of such matters, then the procedures of the Public Employment Relations Commission shall be utilized to resolve such disputes.

ARTICLE IV

UNION/MANAGEMENT CONFERENCES

The F.O.P. and the University shall upon request of either party schedule mutually agreed upon meetings for the purpose of reviewing the administration of the Agreement and to discuss problems, which may have arisen. Such meetings are not intended to by-pass the grievance procedure or to be considered negotiating meetings, but are intended to be a means of fostering good employer-employee relations. Such meetings may be attended by the four (4) F.O.P. representatives employed by UMDNJ, who shall not lose pay for time spent during their regularly scheduled working hours at such meetings.

ARTICLE V
GRIEVANCE PROCEDURE

A. Definition of Grievance

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

1. A breach, misinterpretation or improper application of the terms of this Agreement; or
2. A claimed violation, misinterpretation, or misapplication of rules or regulations, existing policy, or order 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 employee grievances.
2. It is agreed that the individual employee is entitled to utilize this grievance procedure and the F.O.P. representation in accordance with the provisions thereof. He or she 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 F.O.P. to submit a grievance to arbitration. When a grievant has F.O.P. representation, the F.O.P.'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 F.O.P.

3. Any claim of unjust discipline against a Police Officer shall be processed in accordance with the provisions of this Article.

4. Reference by name or title or otherwise in this Agreement to Federal or State Laws, rules, regulations promulgated there under, formal policies or orders of the State and/or University shall not be construed as bringing any allegation concerning the interpretation or application of such matters within the scope of arbitrability as set forth in this Agreement except as provided in this Agreement.

5. Grievance resolutions or decisions at Step 1 and 2 shall not constitute a precedent in any arbitration or the proceeding unless a specific agreement to that effect is made by the University and the F.O.P. 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.

6. No adjustment of any grievance shall impose retroactivity beyond the date on which the grievance was initiated or the ten (10) day period, provided in E.1 below except that payroll errors and related matters shall be corrected to date of error with a one (1) year limitation.

7. The F.O.P. authorized representative and the University have the right directly to examine or cross-examine witnesses who appear at any step of this procedure.

8. The University may, in lieu of suspension substitute a forfeiture of vacation days equal to the same number of days of suspension. The Police Officer must consent to this alternate penalty.

9. All disciplinary grievances must be signed by the individual grievant(s) prior to the filing of the Step I appeal or within two (2) workdays of the filing of the appeal.

10. Police officer's covered by this agreement shall not be obligated to testify verbally against themselves at Step I of the grievance procedure. An officer must still comply with a request to submit a written statement, which provides details about a specific incident. If an officer chooses not to testify at any step of the grievance process, the hearing officer may make inferences with or without such testimony in order to render a decision.

D. Informal Procedure

Any member of the collective bargaining unit may orally present and discuss his complain with his immediate supervisor on an informal basis. The Police Officer may request the presence of the F.O.P. Representative. Should an informal discussion not produce a satisfactory settlement the grievant may move the grievance to the first formal step.

E. Time Sequence for Filing and Decision

1. A grievance must be filed at Step One within fourteen (14) calendar days, excluding holidays, from the date on which the act which is the subject of the grievance occurred or fourteen (14) calendar days, excluding holidays, from the date on which the grievance should reasonably have known of its occurrence whichever is later.
2. Reference to days in this procedure are working days of the party of which they apply except as otherwise specified.
3. Should a grievance not be satisfactorily resolved or should no decision be forthcoming in the prescribed time at Steps One, or Two, the grievance may, within fourteen (14) calendar days, excluding holidays, be submitted to the next Step. The lack of response by the University within the prescribed time, unless time limits have been extended by mutual agreement, shall be construed as a negative response.
4. Where the subject of the grievance suggests it is appropriate and where the parties mutually agree, such grievance may be initiated at or moved to Step Two without a hearing at the lower step.
5. If the finding or resolution of a grievance at any step in the grievance procedure is not appealed within a prescribed time, said grievance will be considered settled on the basis of the last answer provided, and there shall be no further appeal or review.
6. Time limits under this article may be changed by written mutual agreement only.

F. Grievance Steps

A grievance shall be presented and adjusted in accordance with steps outlined below.

STEP ONE

In the event the matter is not resolved informally, the grievance may be submitted in writing to the Director of Public Safety. The Director of Public Safety will schedule a hearing within fourteen (14) calendar days, excluding holidays, upon receipt of the grievance. The grievant may be represented by the F.O.P. President and/or authorized representative. The Director of Public Safety will render a decision within fourteen (14) calendar days, excluding holidays, of conducting the grievance hearing.

STEP TWO

If the grievance is not resolved satisfactorily at Step One, it may be appealed to the Director of Labor Relations or his/her designee. The Director or his/her designee will schedule a hearing within twenty one (21) calendar days upon receipt of appeal. The Director, or his/her designee, will render a decision with twenty-one (21) calendar days of the Step II hearing, excluding holidays.

If the grievance involves a matter as defined in A.2 under "Definition of Grievance", the decision of the Director or his/her designee will be final.

STEP THREE ARBITRATION

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

1. Suspension of three days or more at one time
2. Demotion
3. Discharge

Then a request for arbitration may be brought only by the F.O.P., through its President within twenty-one (21) calendar days from the date the Vice President or designee issues the Step Two decision, by mailing a written request for arbitration to the Public Employee Relations Commission, with a copy to the Director of Labor Relations, or his/her designee. If mutually agreed a pre-arbitration conference may be scheduled to frame the issue or issues. All communications concerning appeals and decisions shall be made in writing. A request for arbitration shall contain the names of the University Department and

the Police Officer involved, copies of the original grievance, appeal documents, and written decisions rendered at the lower steps of the grievance procedure.

2. An arbitrator shall be selected, on a case by case basis, under the selection procedure of the Public Employment Relations Commission.

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

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

G. Grievance Investigation - Time Off

When a grievance has been formally submitted in writing and the F.O.P. represents the grievant, and where the F.O.P. President, or F.O.P. Representative requires time to investigate such grievance to achieve an understanding of the specific work problem during working hours, the F.O.P. President or F.O.P. Representative will be granted permission and reasonable time, to a limit on 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 F.O.P. President, or F.O.P. Representative and of any involved Police Officer 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 an F.O.P. authorized representative 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 a grievance. In certain limited situations, when specifically requested by the F.O.P. 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 unreasonably withheld.

Such time release shall not be construed to include preparation of paperwork, record keeping, conferences among F.O.P. Officials, nor preparation for presentation at a grievance hearing.

ARTICLE VI

DISCIPLINE AND DISCHARGE

A. Discipline shall be imposed only for just cause. Discipline under this Article means official written reprimand, suspension without pay, demotion, or dismissal from service, based upon personal conduct or performance of the involved Police Officer. Dismissal from service or demotion based upon layoff or operations changes made by the University shall not be construed to be discipline.

B. Just cause for discipline up to and including dismissal from service shall include those set forth in 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.

C. A Police Officer shall not be disciplined for acts, except those which would constitute a crime, which occurred more than forty five (45) days from the date the University became aware of the occurrence. The Police Officer's whole record of employment, however, may be considered with respect to the appropriateness of the penalty to be imposed.

D. No Police Officer covered by this agreement shall be suspended or terminated until a pre-disciplinary hearing with the Police Officer, Director/or his designee and the F.O.P. representative.

This section shall not prohibit the immediate suspension, without pay, of an Police Officer without a meeting if the University determined that the Police Officer is unfit for duty or is a hazard to any person if allowed to remain on the job or that an immediate suspension is necessary to maintain safety, health, order or effective direction of public services. In addition, where the suspension is based on a formal charge of a crime committed on the job or directly related to the job, the suspension may be immediate and continue until a disposition of the charge or six (6) months whichever is sooner. If the charge is not disposed of within the maximum six (6) month period, the Police Officer may choose to resign or the University may choose to terminate the Police Officer's employment.

ARTICLE VII

POLICE OFFICER RIGHTS

A. Any Police Officer covered by this agreement who receives a verbal or written request to report to the Human Resources Department, a supervisor, or other administrative officer of the University, on matters that the Police Officer has reason to believe may lead to disciplinary actions, shall be accompanied by the F.O.P. President, or authorized representative of the F.O.P. at the Police Officer's request.

B. Where an Police Officer is being interviewed during the course of an investigation and where there is a reasonable likelihood that the individual being questioned may have formal charges preferred against his/her, the nature of those contemplated charges shall be made known to the Police Officer who shall then, if he/she requests, be entitled to a authorized representative of the F.O.P. or F.O.P. President only as a witness or as an advisor during subsequent interrogation.

C. Where criminal charges are initiated, the rights of the Police Officer to representation by his attorney shall not be violated.

ARTICLE VIII

WAGES

A. Salary Program

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

1. A system of position classifications with appropriate position descriptions.
2. A salary range with specific minimum and maximum rates and intermediate merit incremental steps therein for each position.
3. Regulations governing the administration of the plan, including an Employee Performance Evaluation.
4. The authority, method and procedures to effect modifications as such are required.
5. Base Compensation rate: An employee's base compensation rate is the employee's rate of pay without any differential(s), premium(s), bonuses, etc.
6. Regular Rate: An employee's regular rate of pay is the base rate of pay plus the experience differential, if applicable.

B. Correcting Payroll Errors

When an error in pay has been made by the payroll department resulting in an under payment to the employee, the University will issue a check with the correction within two (2) payroll work days of notification of the error, with proper deductions. When an error in pay not made by the payroll department occurs, the correction will be reflected within the two (2) paychecks of receipt of the correction, unless the error amounts to eight (8) or more hours, in which case, the University shall issue a "manual check" as soon as possible. When an error in pay has been made resulting in an overpayment to the employee, the University will provide the employee with an explanation and discuss a repayment plan where appropriate.

C. Salary Program July 1, 2011 to June 30th, 2014

1. Effective July 1, 2011(FY12), there shall be a 0% increase to the base step of the AH salary table.

2. Effective July 1, 2011 there shall be no step moves for Police Officers on the AH salary scale. The Experience Differential of \$.25/hr for incumbents with ten (10) years of UMDNJ Police Officer experience and \$.50/hr for incumbents with fifteen (15) years of UMDNJ Police Officer experience shall continue.
3. Effective the pay period closest to July 1, 2012 (FY13) there shall be a 2% increase to the base step rates of the AH salary table applicable to Police Officers who are employed at UMDNJ as of the ratification of this agreement.
4. Effective the pay period closest to July 1, 2012, there shall be no step moves for Police Officers on the AH salary scale. The Experience Differential of \$.25/hr for incumbents with ten (10) years of UMDNJ Police Officer experience and \$.50/hr for incumbents with fifteen (15) years of UMDNJ police Officer experience shall continue.
5. Effective the pay period closest to July 1, 2013 (FY14) there shall be a 2% increase to the base step rates of the AH salary scale.
6. Effective the pay period closest to July 1, 2013, there shall be no step moves for Police Officers on the AH salary scale
7. Effective the pay period closest to January 1, 2014 (FY14), there shall be a 1% increase to the base step rates of the AH salary table.
8. Effective the pay period closest January 1, 2014 there shall be no step moves for Police Officers on the AH salary scale The Experience Differential of \$.25/hr for incumbents with ten (10) years of UMDNJ Police Officer experience and \$.50/hr for incumbents with fifteen (15) years of UMDNJ Police Officer experience shall continue.
9. The contract shall expire June 30, 2014
10. Effective June 1, 2004, the anniversary date of newly hired Police Officers shall be the date of hire as a Police Officer with UMDNJ.

11. SHIFT DIFFERENTIAL

Shift differential will be paid to non-exempt 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

Effective July 1, 2011 the shift differential shall be \$2.00/hr.

Effective July 1, 2012 the shift differential shall be \$2.00/hr.

Effective July 1, 2013, the shift differential shall be \$2.00/hr.

12. SPECIAL UNIT POLICE OFFICERS

Effective July 1, 2006, Special Unit Police Officers assigned to a special unit, shall be increased to \$2, 500.

Special Unit Officers are defined as Detectives and the Officer responsible for Policy and Research, unless the parties mutually agree to add new job titles to this definition. Special Unit Officers who are in the special unit for less than one (1) full year shall have their stipend pro-rated accordingly.

ARTICLE IX

Hours of Work and Overtime

Section A. HOURS OF WORK

1. Work Schedules

A. All Police Officers shall be assigned a regular work schedule at time of hire. Such schedules shall have stated starting and quitting times, work days of the week, and rotational patterns. The regularly scheduled standard workweek is 40 hours. Part-time Police Officers are assigned workweeks shorter than the standard workweek.

B. The University may change the work schedules of Police Officers. When there is a schedule change, the F.O.P. and the Police Officer's shall be given adequate advance notice which normally will be at least one (1) week except in cases of emergency.

2. Exchange of Duty Tours

A University Police Officer may exchange tours of duty with another Police Officer as long as prior written permission has been granted by each Officer's supervisor and no overtime accrues to either officer.

3. Rest Period

When conditions of work permit, a rest period of fifteen (15) minutes shall be provided during each one-half (1/2) shift. Rest periods are scheduled at the convenience of the department and are not cumulative.

4. Meal Periods

Effective July 1, 1998, an unpaid meal period will no longer be included in a Police Officer's schedule. The Police Officer's schedule will reflect eight (8) hours of paid time. During the Police Officer's tour of duty, he/she can take a meal period subject to operational needs. Meal periods may be scheduled by the department.

5. Call Backs

When a Police Officer is called back to work after completing his/her scheduled shift, the Police Officer shall be compensated for the actual hours worked. The Police Officer shall be guaranteed a minimum of two (2) hours compensation whether or not the two (2) hours are worked, except when the end of the call-in period coincides with the beginning of the Police Officer's regular shift.

Section B. OVERTIME

1. The University conforms to the applicable law on overtime.
2. All Police Officers shall be compensated at time and one half (1 2) for all hours worked in excess of 40 hours a 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 2) hours for each hour worked at the option of the University.
4. Overtime shall be distributed on a rotational basis without discrimination.
5. Each Police Officer is expected to be available for overtime work. A Police Officer refusing an overtime assignment shall be considered to have worked for the purpose of determining equal distribution of overtime and shall not be disciplined for refusing voluntary overtime.
6. In cases where there are no volunteers and overtime is required, then the least senior Police Officer of the Police Officers on duty on a rotational basis shall be required to stay and work the overtime. Refusal to accept mandatory overtime can result in disciplinary action, up to and including termination.

It is understood that should a Police officer have a verified personal emergency, which renders it impossible to work the mandatory overtime, the Police Officer will not be subject to disciplinary action provided the Director of Public Safety or designee agrees.
7. Lists reflecting the overtime call status of Police Officers shall be available to the F.O.P. for review.
8. All paid sick time shall not be counted towards hours worked for overtime purposes. All other hours paid for but unworked shall be counted as hours worked for overtime purposes

Section C WORK DAY

1. For the purposes of this contract a “day” is defined to be an employee’s regularly scheduled weekly hours divided by five (5).

ARTICLE X

HOLIDAYS

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

New Year's Day
Martin Luther King's Birthday
Good Friday
Memorial Day
Independence Day
Labor day
Thanksgiving Day
Day After Thanksgiving
Christmas

2. Full time members of the bargaining unit will have 48 hours of float holiday time. Float Holiday time will be pro-rated for part time employees.. Except in case of an emergency, a request for Float Holiday must be submitted to the Police Officer's supervisor for review and approval at least one (1) week in advance of its use and used by December 31st of the year issued or forfeited.

3. All full time 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. This float time will be pro-rated for part time employees. No float holiday time will be credited for individuals hired or returning from a leave of absence from July 2 thru December 31 (individuals returning from a leave from January 2 and July 1 will receive the 24 hours of float time if they did not already receive float holiday time for the particular year).

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

5. Supervisors have the right to require proof of an emergency. Failure of a Police Officer to supply such proof shall result in a salary deletion for the day(s) and appropriate disciplinary action may be taken

6. To be eligible for holiday pay, the following guidelines apply:
 - A. If not scheduled to work the holiday, the Police Officer must work his/her scheduled workdays immediately before or after the holiday.
 - B. If scheduled to work the holiday, the Police Officer must work the holiday and both his/her scheduled workdays before and after the holiday.
 - C. Failure to meet these requirements will result in forfeiture of the holiday pay.
7. The University will make every effort to rotate major holidays among the Police Officers in the unit subject to proper staffing.
8. Effective July 1, 1998, if a Police Officer 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 the rate of time and a half the basic rate of pay for all hours worked, in addition to receiving an alternate day off from work or at the University's option a day's pay. If a Police Officer 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 or at the University's option a day's pay.

ARTICLE XI

VACATIONS

A. Vacation Benefits

Effective September 1, 2000, all Police Officers covered by this Agreement will be entitled to the following vacation schedule:

AMOUNT OF SERVICE

From date of employment to completion of 10 years of service 1 1/4 working days for each month

Beginning the 11th year to completion of 20 years of service 1 2/3 working days for each month

Upon completion of 20 or more years of service 2 1/12 working days for each month

B. Use of Vacation Time

After the initial 180-day probationary period, vacation allowance may be taken as accrued. Police Officers may carryover a maximum of one (1) year of earned vacation allowance into the next succeeding year. Any vacation accrued in excess of the one (1) year maximum carryover allowance will be forfeited.

C. Notice of Approval and Scheduling

Vacation day/days may be taken only after the Police Officer has given prior notice to and received the written approval of his/her supervisor. Vacation day/days will be granted in accordance with the particular manpower requirements of the department and the preferences of the Police Officers. Police Officers must make their request for five or more vacation days by the deadline posted in the department or they will forfeit their seniority preference.

D. Separation

Police Officers who are separating or retiring from the University except a Police Officer terminated for cause will be paid for any unused vacation

days at their current daily rate of pay upon separation or retirement. Any overuse of sick leave will be deducted from vacation accruals upon separation. A Police Officer terminated for cause will not be entitled to accrued vacation. However, should the Police Officer's employment be reinstated by mutual agreement between the University and the Fraternal Order of Police Lodge 74 or the Police Officer is reinstated as a result of a binding Court and/or arbitration decision, any accrued vacation time that existed at the time of termination will be fully restored.

ARTICLE XII

SENIORITY

All officers shall be considered as probationary Police Officers for the first one hundred and eighty (180) calendar days of their employment in the unit. Management shall have the right to extend the initial probation period up to an additional one hundred and eighty (180) calendar days.

For retirement and layoff purposes, including bumping rights, an officer's seniority shall be his/her date of hire with the University on a University –wide, not campus-wide basis. If hire dates are the same, then the officer's seniority shall be determined by the officer's birthday month and day. For all other purposes, an officer's seniority shall be the date he/she became a police officer at UMDNJ.

The University Human Resources Department shall maintain a seniority list of officers, a copy of which shall be furnished to the F.O.P. upon request. An officer's seniority shall cease and his/her Police Officer status shall terminate for any of the following reasons:

- a. resignation or retirement
- b. discharge for cause
- c. lay-offs of more than one (1) year

ARTICLE XIII

POLICE OFFICER 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 Police Officer for any act or omission arising out of an in the course of the performance of the duties of such Police Officer.

ARTICLE XIV

SAFETY AND HEALTH

A. The University shall continue to make reasonable provisions for the safety and health of its Police Officers during the hours of their employment and will provide safety devices for their protection and will provide a reasonably safe and health place of employment.

B. A Police Officer must report incidents of unsafe and unhealthy conditions to his/her supervisor immediately.

C. The University and the F.O.P. shall jointly establish a standing committee to discuss mutual problems concerning health and safety. The committee shall meet quarterly. Any recommendations concerning improvement or modification of conditions regarding health and safety shall be reported to the University's Safety Committee.

D. It is understood that references to safety and health hazards in this Article are not intended to include those hazards which are attendant to the employment of Police Officers as University Police Officers and which represent the risks normally associated with such employment.

ARTICLE XV

UNIFORM MAINTENANCE ALLOWANCE

Where the University requires Police Officers 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 Police Officers, the University will give the Police Officers an annual uniform allowance.

The annual uniform allowance shall be \$500 per year.

The University shall provide a Uniform Maintenance allowance in each year of this agreement to those Police Officers required to wear a uniform. The Uniform Maintenance allowance shall be:

FY12 - \$325

FY13 - \$325

FY14 - \$325

Uniform Maintenance Allowance will be paid in October of the given year.

ARTICLE XVI

POLICE OFFICER TRAINING

Police Officers covered by this agreement may request permission to attend without loss of pay training courses that are job related at various police academies. Such courses must be sanctioned by the University, and are specifically aimed at skills development in order to afford Police Officers a greater opportunity for performance improvement and promotional growth. Such request shall be submitted in writing to his/her immediate supervisor at least two (2) weeks in advance and will not be unreasonably denied. Any denial of a request for training shall be in writing. The Department will post information on available courses which come to its attention.

ARTICLE XVII

POLICE OFFICER BENEFITS

A. Health and Retirement Benefits

All members of the unit who are eligible for the State health insurance pension/life insurance benefits shall be provided these benefits on the same basis and to the same extent provided to all State employees whose contracts expired June 30, 1995. Should negotiations 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 Police Officers, the University will not continue such coverage. It is understood that in accord with this provision, Police Officers who wish to carry traditional health insurance will have to co-pay in accord with the then prevailing cost.

B. Tuition Refund

The University will establish a Tuition Refund Assistance Plan. The F.O.P. and the University will jointly administer the program and will meet and discuss the program in order to update it if necessary. Effective January 1, 2001, tuition reimbursement will be up to \$1000 per semester; a maximum of three thousand dollars (\$3,000) per year.

C. Dental Care Program

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

D. Temporary Disability Plan

The University agrees to include Police Officers in this unit in the State of New Jersey Temporary Disability Plan, during the period of this Agreement. It is a shared cost plan which provides payments to Police Officers who are unable to work as the result of non-work connected illness or injury and who have exhausted their accumulated sick leave.

E. Prescription Drug Program

The University shall continue to provide the State administered Prescription Drug Program in keeping with the legislative appropriation, during the period of this agreement.

F. Equipment and Accessories

The University will provide police equipment and accessories to all Police Officers covered by this agreement as required by the Director of Public Safety. Such equipment and accessories will remain the property of the University and be subject to Departmental Regulations, and applicable New Jersey State Statute.

G. Parking

The parking fee for all bargaining unit members will be equal to .5% of the base salary as of the 1st pay period of the previous fiscal year. All Police Officers 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.

H. Separation of Employment

An employee who separates from the University by resignation will give twenty one (21) calendar days written notice. Employees who resign will be entitled to all accrued but unused vacation and compensatory time, less any sick time advanced by not accrued.

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

After submitting a notice of resignation, an employee shall 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.

ARTICLE XVIII

LEAVES OF ABSENCE

A. Sick Pay and Leaves of Absence

Sick time and medical leaves of absence shall be governed in accordance with federal and state FMLA statutes, Family Leave statute and current University policy.

B. Sick Pay

1. Regular full time unit members shall accrue sick days on the basis of one (1) eight hr day per month. Regular part time employees, working 20 hours or more per week shall accrue pro-rated sick days based on the regularly scheduled hours per week.

2. Beginning January 1, 1995, Police Officers 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 twenty (20) sick days 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 Police Officer 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.

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

4. Police Officers are required to notify the dispatcher at least two (2) hours prior to the start of their tour of duty of their need to be out ill. If the illness extends beyond one day, the Police Officer must continue to call in ill each day unless otherwise directed by their supervisor.

5. Whenever a permanent Police Officer retires, except a Police Officer who elects deferred retirement, pursuant to the provisions of a State administered retirement system and has to his/her credit any accrued sick leave, he/she shall be compensated for such accrued sick leave as follows:

The supplemental compensation amount payment shall be computed at the rate of one-half (2) of the eligible Police Officer'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.

6. Police Officers who take ill while on duty and who have to go to Employee Health shall be paid for the time spent on the University's premises. Accrued sick leave may be used for the balance of the work shift, if the Police Officer has to leave the premises. The Police Officer's supervisor may excuse a Police Officer without the Police Officer seeking medical attention at the University.

C. Death or Critical 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 Police Officers provided they are scheduled to work those days, and provided sick pay or other paid leave is accumulated to the credit of the Police Officer, and is so charged. Members of the immediate family are defined as spouse, children, parents, brothers or sisters, parents-in-law, grandparents, grandchildren or other relatives living in the Police Officer's household. In the cases where the death of a, 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 Police Officer, and is so charged. A short period of emergency attendance upon a member of the Police Officer's immediate

family who is critically ill and requiring the presence of such Police Officer may be granted in accordance with University Policy.

D. Medical Leave

1. A Police Officer may apply for FLMA by completing the appropriate leave application form and presenting documentation to the Human Resources Department from his/her personal health care provider which must state when the police officer's inability to work commenced, the nature of the illness or disability and the expected date the Police Officer will be able to return to work.
2. For employees taking medical/FMLA leave for self, the maximum leave allowed will be six (6) month, unless the employee has paid time accruals exceeding six (6) months, then the maximum leave time shall be up to twelve (12) months. All paid sick time accruals must be utilized first, then float holidays and vacation accruals must be used. The statutory 12 weeks FMLA shall run concurrently with the first 12 weeks of such leave. Staff members hired prior to January 1,1983 with accrued sick time exceeding 12 months will be entitled to use such time.
3. Documentation from the Police Officer's personal health care provider, indicating that he/she is able to return to work must be presented before or at the time of the Police Officer's return to work.

E. Military Leave

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

F. Jury Duty

1. A Police Officer 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 Police Officer's normal workday or workweek to a maximum of 8 hours in any day or 40 hours in any week.

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

G. Leave of Absence Due to Job Related Injury

A Police Officer covered by this Agreement who is disabled because of a job-related injury or disease shall upon appropriate recommendation and approval by the University and the State be granted a leave of absence with full pay. Any amount of salary or wages paid or payable to a Police Officer for disability leave shall be reduced by the amount of Worker's Compensation Award under the New Jersey Worker's Compensation Act for temporary disability.

Such leave may be granted for up to one (1) year from the date of injury or illness and shall be based on medical or other proof of the injury or illness and the continuing disability of the Police Officer. This program shall be administered without discrimination.

H. Unpaid Leaves

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

<u>TYPES OF LEAVE</u> <u>LENGTH</u>	<u>MAXIMUM</u>
Medical Leave including maternity	D above
Personal Leave	1 month
Education	6 months in
any calendar year	
Military	In accordance
with Federal Law	

I. Return from Leaves

1. There is no guarantee of returning to the position and department held prior to the commencement of the leave. However, Police Officers returning from an approved leave of absence will be reinstated in their job equivalent status in their department whenever possible.

2. Police Officers returning from an approved leave of absence have no bumping rights.

ARTICLE XIX

COURT APPEARANCES

When an officer is required to appear as a witness before any court, judicial or quasi-judicial body or agent in connection with the responsibilities related to official duties of the University, he/she shall be compensated for such time. If the above appearance is required while off-duty, the Police Officer shall be guaranteed a minimum of two (2) hours compensation, except when the end of the period coincides with the beginning of the Police Officer's regular shift.

The officer shall be reimbursed for such expenses as parking fees and toll fees in connection with such appearances.

ARTICLE XX

POLICY AGREEMENTS

- A.** Neither the F.O.P. nor any Police Officer represented by it will engage in or support any strike, work stoppage or other job action.
- B.** No lockout of Police Officers shall be instituted or supported by the University during the terms of this Agreement.
- C.** The F.O.P. recognizes its responsibility as exclusive collective negotiations agent and agrees to represent all Police Officers in the unit without discrimination.

ARTICLE XXI

UNIVERSITY-UNION BUSINESS

A. Access to Premises

Each F.O.P. Officer or authorized representative previously designated to the University by the F.O.P. shall be admitted to the premises of the University on F.O.P. business provided that prior notice has been given to both the department head and Director of Labor Relations or his/her designee. Such notice of visitation shall include the time, place and general purposes of the visit.

Such F.O.P. officials shall have the opportunity to consult with Police Officers before the start of the work shift. The University will provide accommodations at its facilities for such meetings subject to availability of space.

B. Union Activity

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

- a. represent Police Officers in the unit at grievance hearing.
- b. investigate a grievance, which has been formalized and submitted in writing, provided that such investigation time will be limited to a maximum of one hour and further provided there is no interruption of work activities.
- c. submit F.O.P. notices for posting.
- d. attend negotiation meetings if designated as a member of the negotiating team and scheduled to attend by the F.O.P.
- e. attend scheduled meetings with the University and its representatives concerning the application and administration of this agreement.

2. The authorized F.O.P. Representative must request permission of his supervisor to transact such Union business. Such permission will be granted provided it does not interfere with the operations of the department.

C. Union Representation

1. It is agreed that the F.O.P. will appoint or elect up to four (4) authorized representatives: two (2) from the Newark Campus and two (2) from New Brunswick Campus.

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

D. Leave for Union Activity

The University agrees to permit a maximum of thirty five (35) days per year (July 1 – June 30) of paid leave for F.O.P. Representatives to attend F.O.P. activities. In addition, the University agrees to provide a maximum of five (5) days unpaid leave per year for the F.O.P. President to attend F.O.P. activities.

The leave may only be used for participation in regularly scheduled meetings or conventions of labor organizations with which the F.O.P. is affiliated or for training programs for F.O.P. Representatives provided that approval has been granted by the Office of HR Labor Relations. A written request must be submitted by the F.O.P. to the Human Resources Department at the University at least twenty-one (21) days in advance, whenever possible, of the date or dates of such meeting. When mutually agreed upon by both the University and the F.O.P., additional time off without loss of pay shall be granted.

Such request shall not be unreasonably denied.

E. Bulletin Boards

1. The University will provide space, which will be used exclusively for the posting of F.O.P. notices.

2. The material to be posted on the F.O.P. bulletin board may consist of the following:

a. Notices of F.O.P. election and the results of elections

b. Notices of F.O.P. appointments

c. Notices of F.O.P. meetings

d. Notices of Social and recreational events

e. Notices concerning official F.O.P. business

3. Prior to the posting of any material on the bulletin board, it shall be brought to the Office of HR Labor Relations for approval. The F.O.P. Representative shall make the postings.

4. The Office of HR Labor Relations will review the material and approve the posting except when such material is profane, obscene, or derogatory of the State or University and/or its representatives or which constitutes election campaign propaganda.

F. Office Space

The University will provide office space for use by the F.O.P. However, the University shall not incur any liability for loss or damage that may occur. Permission to utilize facilities of the University may be withdrawn at any time.

ARTICLE XXII

UNION SECURITY

A. Dues Deductions

The University agrees to deduct F.O.P. dues bi-weekly from each Police Officer covered by this unit, as defined herein, who furnishes a voluntary, written authorization for such deduction, on a form acceptable to the University.

Each Police Officer may cancel such written authorization, giving written notice of cancellation to the University and F.O.P., to be effective July 1st. The amount of monthly F.O.P. dues shall be in an amount as may be certified to the University by the F.O.P. from time to time, and the F.O.P. shall notify the University of any changes in dues structure thirty (30) days in advance of the requested date of such change. F.O.P. dues deductions shall be remitted by the University to the F.O.P. every two weeks, together with a listing of the Police Officers from whose pay such deductions were made.

The University shall deduct F.O.P. dues from a new Police Officer who chooses to be a full dues member as soon as possible upon receipt by the Human Resources Department.

B. Representation Fee (Agency Shop)

1. Purpose of Fee

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

2. Amount of Fee

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

3. Deduction and Transmission of Fee

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

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

The University shall deduct the representation fee as soon as possible after the tenth day following reentry into this unit for Police Officers who previously serviced in a position identified as excluded or confidential, for individuals re-employed in this unit from a re-employment list, for Police Officers returning from leave without pay, and for previous Police Officers who become eligible for the representation fee because of non-member status.

The University shall deduct the representation fee from a new Police Officer as soon as possible after thirty (3) days from the beginning date of employment in a position in this unit.

4. Demand and Return System

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

The burden of proof under this system is on the F.O.P.

The F.O.P. shall return any part of the representation fee paid by the Police Officer which represents the Police Officer's additional pro rata share of expenditures by the F.O.P. 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 Police Officer shall be entitled to a review of the amount of the representation fee by requesting the F.O.P. to substantiate the amount charged for the representation fee. This review shall be in accorded in conformance with the internal steps and procedures established by the F.O.P.

The F.O.P. shall submit a copy of the F.O.P. review system to the Office of Employee Relations. The deduction of the representation fee shall be available only if the F.O.P. establishes and maintains this review system.

If the Police Officer is dissatisfied with the F.O.P.'s decision, he may appeal to three-member board established by the Governor.

5. State Held Harmless

The F.O.P. hereby agrees that it will indemnify and hold the University harmless from any claims, actions or proceedings brought by any Police Officer in the negotiations unit, which arises from deductions made by the University in accordance with this provision. The University shall not be liable to the F.O.P., for any retroactive or past due representation fee for an Police Officer 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 predicted on the demonstration by the Union that more than 50% of the eligible Police Officer's in the negotiating unit are dues paying members of the Union.

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

In each year of the agreement on July 1, an assessment shall be made to determine if the minimum percentage has been exceeded. If it has, the agency fee shall continue until the following annual

assessment. If it has not, the agency fee will be discontinued and eligibility for reinstatement shall be on a quarterly basis as provided above.

7. Legal Requirements

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

ARTICLE XXIII

ACCESS TO PERSONNEL FILES

A. The central Personnel file maintained in the Human Resources Department shall be the official employment record of the University.

B. A Police Officer shall, within five (5) working days of a written request to the Human Resources Department, have an opportunity to review his/her central Personnel file in the presence of an appropriate official of the University. A Police Officer who wishes to examine his/her Personnel file may do so during the Human Resources Department normal office hours provided that prior permission has been granted by the Police Officer's supervisor. If requested by the Police Officer, his/her F.O.P. representative may accompany the Police Officer. No adverse material shall be placed in a Police Officer's central Personnel file unless such materials have been reviewed with the Police Officer by an appropriate official of the department or University. The Police Officer shall be allowed to place in the Personnel file a response of reasonable length to any memoranda or documents which are adverse to him/her.

The University will honor a request made by a Police Officer for a copy of any derogatory item included in that Police Officer's Personnel File. The Police Officer shall be charged the prevailing rate for copies in accordance with Human Resources Policy.

C. A Police Officer may request in writing to expungement of materials including in the Central Personnel file 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. The decision by the appropriate official of the Human Resources Department regarding expungement of materials shall not be grievable.

D. No document of anonymous origin shall be maintained in the Personnel file.

E. The University will provide discovery prior to a hearing, if material in the departmental file is going to be used in a disciplinary matter.

F. Departmental Files shall remain within the exclusive domain of the Police Department except that an employee may submit a written request to observe information that reasonably could be used by the University to influence or affect decisions to promote or discipline a unit employee. Any such observation shall be on the employee's own time. Any documentation that the University intends to use in a promotional or

disciplinary proceeding involving a unit employee shall, at the employee's request be copied and received by the employee.

ARTICLE XXIV

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 processing of the Public Employment Relations Commission and to seek judicial review of/or interpose any and all claims or defenses in legal actions surrounding such proceedings as unfair practices, scope of negotiations, enforcement or modification of arbitration awards, issues or arbitrability and specific performance of the Agreement.

ARTICLE XXV

A. Legislative Action

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

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

3. Savings Clause

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

Upon request of either party the University and the FOP agree to meeting and renegotiate any provision so affected.

ARTICLE XXVI

COMPLETE AGREEMENT

The University and the F.O.P. 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 F.O.P. and negotiated upon the request of the F.O.P. as may be required pursuant to Chapter 303 of the Laws of N.J. 1968 and as amended.

ARTICLE XXVII

AVAILABILITY OF CONTRACTS

After the signing and ratification of this agreement by both parties, the University will post this contract on its website.

ARTICLE XXVIII

A. Term of Agreement

This Agreement shall become effective on the date when the F.O.P. presents written certification of proper ratification to the University and shall remain in full force and effect from July 1, 2011 to June 30, 2014. The certification shall be effective if delivered to the University within thirty (30) days of the signing of the Agreement.

B. Successor Agreement

The Agreement shall be renewed from year to year thereafter unless either party shall give written notice of this desire to terminate, modify or amend the Agreement. Such notice shall be by certified mail prior to October 1, 2013 or October 1, or 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, 2014 subject to the provisions above.

C. Negotiations 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. Notification

For the purpose of giving notice as provided in Article XXVIII, the University may be notified through the Director of Labor Relations, 65 Bergen Street, Suite 1237, Newark, New Jersey, 07107-3007; and the F.O.P. through its President, at the current Lodge address.

IN WITNESS WHEREOF, the University of Medicine and Dentistry of New Jersey and the Fraternal Order of Police, Lodge No. 74, have caused this agreement to be signed by their duly authorized representative as of this day.

UNIVERSITY OF MEDICINE & FRATERNAL ORDER OF POLICE
DENTISTRY OF NEW JERSEY
74

LODGE NO.

Denise V. Rodgers, M.D.
Interim President

Richard Pinto
President

Gerard Garcia
Interim Vice President for Human Resources

Abdel Kanan, Esq.
Director of Labor Relations

APPENDIX A Attendance Control Policy

Labor and Employee Relations

Attendance Control

CODING: 30-01-50-40:00

Effective Date: 07/01/90

Revision: 01/01/04

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

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

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

POLICY:

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

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

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

Staff members are expected to allow for events such as traffic delays and personal schedule changes in

order to begin work on time. When staff members are unable to report to work as scheduled, it is their responsibility to notify their manager in accordance with the call-in policy established by management. At

the time of notification, the staff member must provide the manager with reasons for the absence or lateness and the anticipated time away from work. A department has the right to dock an hourly staff member for lateness in accord with the applicable collective bargaining agreement even if the grace period for lateness has not been violated and no discipline is being imposed at that time. For example when the staff member does not have a reasonable excuse.

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

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

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

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

intent not to return from FMLA leave, the University retains the right to terminate the employment.

DEFINITIONS:

- A. Unscheduled Absence:** All instances when a staff member is scheduled to come to work and does not, except as noted above in the list of exemptions. Each day or partial day of unscheduled absence is considered individually, except that consecutive days of absence from one or more consecutively scheduled work shifts will be considered collectively as one unscheduled absence when supported by a physician's note. For example, a three (3) day illness is counted as three (3) unscheduled absences unless supported by a physician's note. If a physician's note is provided, the unscheduled absences would count as one (1) unscheduled absence. A twelve-month attendance review period commences when the grace period for unscheduled absences has been exceeded.
- B. Grace Period for Absenteeism:** The period when a staff member may use up to five (5) unscheduled absences (or in the case of 12-hour shifts, 40 hours consistent with the definition of an unscheduled absence) in a rolling twelve (12) month period or less without discipline, and provided the day(s) absent were not previously requested off and denied.
- Grace Period for Lateness:** Arriving late to work or returning late from breaks two (2) times in a 30-day period or less, for a maximum accumulated grace time of fifteen (15) minutes.
- C. Patterns:** Absences and/or lateness that consistently occur (a) before and/or after scheduled days off including holidays, float holidays and vacations (b) on scheduled weekend shifts and (c) on days for which requested time off was denied and (d) the same day of the week or month. The University retains the discretion in determining what constitutes a pattern. Disciplinary action may be taken if the absences within the rolling twelve-month attendance review period exceed the grace period, or when the above patterns have been identified. Twelve (12) hour staff members are not subject to disciplinary action for pattern absences. However, staff members who have an unscheduled weekend absence can be required to make up the weekend absence.
- D. Doctor's Note Restriction:** Staff members who are in violation of the Attendance Control Policy may be placed, in writing, on doctor's note restriction, which requires the staff member to provide a note from their personal physician stating the nature of the illness and anticipated date of return for all future absences including one (1) day absences. The doctor's note restriction is not discipline. It is a restriction that must be complied with during the six months following the receipt of formal counseling, written warning or suspension. Failure to submit the doctor's note immediately upon return to work will result in the staff member not being paid for the absence(s), and when warranted, in accordance with this policy, issued the next level of discipline for attendance abuse. The doctor's note restriction will be removed if the staff member has no absences for a period of six (6) months from the date he/she was placed on doctor's note restriction. The fact that a staff member is no longer on doctor's note restriction does not mean that disciplinary action will not be taken based on the individual's disciplinary history.
- E. Rolling Twelve Months Attendance Review Period:** Any unscheduled absence(s) and/or lateness begins the counting of the above referenced grace period. Once the grace period has been exceeded, the employee is locked into the terms of the policy, and a twelve-month attendance review period shall commence. If unscheduled absences and/or lateness violate the attendance policy during the twelve-month attendance review period, disciplinary action is to be issued and a new twelve-month attendance review period commences. During an attendance review period, the staff member will have the ability to "clear" the disciplinary action that was last issued as noted below. Any violation of the policy during an attendance review period shall result in the issuance of the next level of discipline and a new twelve-month attendance review period shall commence.

PROCEDURE:

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

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

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

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

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

	<p>within four (4) months from the date of suspension Or; No Call/No Show** absence of one (1) or two (2) workdays Or One (1) additional day in a pattern type absence within six-months from the date the employee was suspended.</p>	<p>absence) within eighteen (18) months from the date the counseling was issued.</p>	<p>termination.</p>	
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**AWOL or no-call/no-show absences of one (1) or two (2) workdays is an extremely serious act of misconduct and begins with an automatic suspension of three (3) (24 hours for 12 hour shift employees) days without pay. A second AWOL or no-call/no-show incident will result in termination. Any AWOL or no/call absences of three (3) or more consecutive days will be grounds for termination of employment after consultation with the campus Human Resources Office.

Ability to “Clear” Record

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

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

Perfect Attendance Bonus

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

By Direction of the Acting Vice President for Human Resources

Maryann Master

Date

