

COLLECTIVE BARGAINING AGREEMENT

between the

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

and the

***FRATERNAL ORDER of POLICE LODGE
155***

(July 1, 2003 - June 30, 2007)

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PREAMBLE

The University of Medicine and Dentistry of New Jersey (hereinafter "University") and UMDNJ Fraternal Order of Police Lodge 155 (hereinafter "FOP Lodge 155") have entered into this Agreement for the purpose of establishing conditions under which Sergeants shall be employed to work for the University, and procedures for the presentation and resolution of grievances, and to regulate the mutual relations among themselves with the view of promoting and ensuring harmonious relations, cooperation and understanding between the University and it's Sergeants.

The parties agree to follow a policy of non-discrimination on the basis of age, race, color, creed, national origin, ancestry, sex or martial status or liability for service in the Armed Forces of the United States of America.

RECOGNITION

A. The University of Medicine and Dentistry of New Jersey hereby recognizes the UMDNJ FOP Lodge 155 as the exclusive representative for the purpose of collective negotiations for all terms and conditions of employment in a unit of employees employed by the University at all its locations.

B.. The employees included are:

All regular full-time Sergeants employed by the University

The employees excluded are:

All other employees of the University

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 constitutions of the State of New Jersey and the United States of America.

Except as specifically limited or modified by the terms of this Agreement, or by law, all rights, powers, duties, authority, prerogatives of management and the responsibility to promulgate and enforce reasonable rules and regulations governing the conduct and activities of employees are also retained by the University, whether exercised or not, and are to remain exclusively with the University.

ARTICLE II

PRIOR BENEFITS AND POLICY

Except as provided elsewhere in this agreement, the parties agree to be bound by current University Policy.

ARTICLE III

GRIEVANCE PROCEDURE

Section A

Definition of Grievance

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

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

Section 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 to the FOP Lodge 155 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.

Section C

General Provisions

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

Nothing in this Agreement shall be construed as compelling the FOP Lodge 155 to submit a grievance to arbitration. When a grievant has FOP Lodge 155 representation, the FOP Lodge 155'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 interest of the grievant and the FOP Lodge 155.

Any claim of unjust discipline against an employee shall be processed in accordance with the provisions of this Article.

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

Should a grievance not be satisfactorily resolved or should no decision be forthcoming in the prescribed time limits at Step One or Two, the grievance may in accordance with the provisions of this Article, be submitted to the next step. The lack of response by the University within the prescribed time, unless time limits have been extended by written mutual agreement, shall be construed as a negative response.

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.

Grievance resolutions or decisions at Step 1 and/or Step 2 shall not constitute a precedent in any arbitration or other proceeding unless a specific agreement to that effect is made by a duly authorized representative of the University and the FOP Lodge 155. 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.

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 the date of the error within a one (1) year limitation.

The FOP Lodge 155 authorized representative and the University have the right to examine or cross-examine witnesses who appear at any step of this procedure.

All time limits are of the essence and may be extended only by written mutual agreement between authorized representative of the University and the FOP Lodge 155. Grievances not raised and processed in strict and absolute accordance with the grievance procedures and time limits will be waived by the FOP Lodge 155 and employee and will not be considered.

A grievance which affects a substantial number of employees, or in a case of suspension without pay or discharge, or which the Director of Public Safety lacks the authority to settle, may initially be presented at Step Two of the grievance procedure.

Section D

Preliminary Informal Procedure

An employee may orally present and discuss a grievance with his/her immediate supervisor on an informal basis. At the employee's option, he/she may request the presence of a FOP Lodge 155 Representative. If the employee exercises this option, the supervisor may determine that the 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.

In addition, the Sergeant may discuss his/her grievance with the Associate Director for the particular campus.

Section E

Formal Steps

Step One:

"All disciplinary grievances must be signed by the individual grievants." The grievance shall be reduced to writing and submitted to the Director of Public Safety within ten (10) calendar days, from the date on which the alleged violation of the Agreement or policy took place or from the date on which the grievant should reasonably have known of its occurrence, whichever is later.

The Director of Public Safety (or representative) shall conduct a hearing and render a written decision within fourteen (14) calendar days after its receipt.

Step Two:

The grievance may be appealed by written notice to the Vice President for Human Resources or his/her representative within five (5) calendar days, after the Step One decision was rendered or due.

The Vice President for Human Resources or his/her Representative will convene a hearing. The employee may be represented at such hearing by a representative of the FOP Lodge 155 The Vice President for Human Resources or his/her representative will

render a decision within ten (10) calendar days, excluding weekends and holidays from the date of the conclusion of the hearing.

Step Three - Arbitration:

In the event that the grievance has not been satisfactorily resolved in Step Two, and the grievance involved an alleged violation of the Agreement as described in the definition of a grievance in A1. above or in the case of discipline involves the following implemented disciplinary actions:

1. Suspension without pay of three days or more
2. Involuntary Demotion not due to layoff
3. Discharge

then a request for arbitration may be brought only by the FOP Lodge 155 through its' President within ten (10) calendar days from the date the FOP Lodge 155 received the Step Two decision.

The request for arbitration shall be submitted in writing to the Public Employment Relations Commission with a copy sent to the Director of Labor Relations. 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 FOP Lodge 155 equally, except that the cost of preparing and presenting each party's case, the cost of each party's transcript or charge for a late cancellation shall be borne by each respective party. The parties reserve the right not to engage a court reporter if mutually agreed upon.

The arbitrator selected shall be requested to hold the arbitration within one hundred eighty (180) calendar days from the date selected and render his/her decision within thirty (30) calendar days after the close of the hearing or receipt of the transcript- whichever is later unless such time is extended by mutual consent of the parties in writing.

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 or ambiguous. When an arbitrator is called upon to interpret language in this Agreement, he/she shall render a decision which is consistent with the plain meaning of the Agreement's language, consistent with the common law of contract interpretation and with general considerations reserved to management by the Public Employment 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 an employee with back pay, the employee may be paid for the day(s) 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 FOP Lodge 155 and the employee, 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 is concluded. With respect to contract interpretation grievances, the scope of the 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 one arbitration proceeding unless otherwise mutually agreed in writing by the parties. In the event that either party asserts that the grievance is barred or waived by the grieving party's failure to follow procedures or adhere to the time limits specified in this Article, the neutral arbitrator selected in accordance with the provisions contained herein shall render a decision as to the waiver or bar or issue prior to any hearing on the merits of the grievance, unless the parties mutually agree in writing otherwise. The parties agree that the issue of waiver or bar shall not be decided by the same arbitrator who decides the merits of the grievance, unless the parties mutually agree in writing otherwise. 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 at issue, including the direct and cross-examination of all witnesses.

The arbitrator shall not substitute his/her judgment for the University 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, if any, will be implemented no later than fifteen (15) calendar days after final resolution by the courts.

ARTICLE IV

DISCIPLINE AND DISCHARGE

Section A

Discipline shall mean official written warning, suspension without pay, disciplinary demotion or discharge from employment at the University. Dismissal from employment or demotion based upon 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 employee's central personnel file.

Section B

The University may in lieu of suspension for a fixed number of days, and upon the mutual consent of the union and the supervisor, deduct up to an equal number of days from the vacation balances. The disciplinary penalty will be equivalent to the same number of days of suspension and treated for all purposes as equivalent to a suspension.

Section C

Suspensions without pay of three days or more at one time, disciplinary demotions or discharge from employment shall be subject to arbitration as specified in the grievance procedure set forth in Article IV. No other disciplinary actions shall be subject to arbitration.

Section D

The University will notify the FOP Lodge 155 in writing of any suspensions or discharges within seventy-two (72) hours of the action not including weekends or holidays. Failure by the University to properly notify the FOP Lodge 155 will not void any disciplinary action, but the time limit for filing a grievance will not commence until the date the FOP Lodge 155 was notified of the action in writing.

Section E

An employee shall not be disciplined for acts which occurred more than forty-five (45) days after the date on which the person filing the complaint obtained sufficient information to file the matter upon which the complaint is based, except those acts which would constitute a crime. The employee's whole record of employment shall be considered with respect to the appropriateness of the penalty to be imposed.

ARTICLE V

EMPLOYEE RIGHTS

Any Sergeant 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 employee has reason to believe lead to disciplinary actions, at the employee's request shall be accompanied by an authorized FOP Lodge 155 representative providing a Representative is available within two hours of notification to the employee. If the meeting is investigative in nature, the FOP Lodge 155 representative shall serve only as a witness or advisor during subsequent interrogation.

Where a Sergeant 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 him/her, the nature of those contemplated charges shall be made known to the Sergeant.

Where criminal charges are initiated, the rights of the employee to representation by his/her attorney shall not be violated.

ARTICLE VI

WAGES

Section 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 description.
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.

Section B

Correcting Payroll Errors

Payroll errors amounting to one days pay or more, when brought to the attention of the Payroll Department shall be corrected within two (2) payroll work days of the time the error is reported by the affected employee.

Section C

Salary Program July 1, 2003 to June 30, 2007

1. Effective July 1, 2003, the basic salaries for sergeants will be increased by 4%.
2. Effective January 1, 2004, all sergeants will be slotted onto step of new "BH" scale which reflects a salary that is the next highest in value to the Sergeant's July 1, 2003 salary rate.
3. Effective July 1, 2004 (FY05), the basic salaries for sergeants will be increased by 3%.

4. Effective July 1, 2004 (FY05), a sergeant will move one step on his/her anniversary date (Date of Hire as UMDNJ Police Sergeant) providing he/she receives at least a satisfactory performance evaluation. A sergeant who receives an initial unsatisfactory evaluation will not be eligible for a step move the entire fiscal year.

5. Effective July 1, 2005 (FY06), the basic salaries for sergeants will be increased by 4.5%, plus 25/hr for incumbents with ten (10) plus years of UMDNJ Police Officer experience, and .50/hr for incumbents with fifteen (15) plus years of UMDNJ Police Officer experience ("Experience Differential").

6. Effective July 1, 2006 (FY07), the basic salaries for sergeants will be increased by 3%, plus Experience Differential shall remain in effect as Paragraph 5 above.

7. Effective July 1, 2006 (FY07), a sergeant will move one step on his/her anniversary date (Date of Hire) providing he/she receives at least a satisfactory performance evaluation. A sergeant who receives an initial unsatisfactory evaluation will not be eligible for a step move the entire fiscal year.

ARTICLE VII

HOURS

OF

WORK

Section A

Work Schedule

All Sergeants will be scheduled to work a regular shift as determined by the University each work shift will have stated starting and quitting times. The normal pay period shall normally consist of eighty (80) hours. The normal work week shall consist of forty (40) hours, with a paid meal period of thirty (30) minutes.

Employees whose shift is changed will be given advance notice of at least one (1) week except in the case of an emergency.

Section B

Overtime

1. The University conforms to the applicable law on overtime.
 2. Overtime will only be paid if authorized in advance by Public Safety management (Captain or above), except in an emergency.
 3. Sergeants shall be compensated at time and one-half (1 1/2) for all hours worked in excess of forty (40) hours. Sick time does not count towards overtime. Overtime pay and other premium pay shall not be pyramided.
- Vacation, holidays, and float holidays will count towards overtime.
4. Such overtime hours shall be compensated either by,(a) cash or (b) compensatory time off at the rate of time and one-half (1 1/2) hours for each hour of overtime worked, at the option of the University.
 5. Overtime (voluntary or involuntary) shall be distributed on a rotational basis without discrimination.
 6. Each Sergeant is expected to be available for overtime work. A Sergeant refusing an overtime assignment shall be considered to have worked for the purpose of determining equal distribution of overtime.
 7. In cases where there are no volunteers and overtime is required, then the least senior Sergeant(s), of the Sergeant(s) on duty, shall be required to stay and work overtime.

Section C

Shift Differential

Effective July 1, 2004, the shift differential shall be increased to \$1.75/hr.

Effective July 1, 2005, the shift differential shall be increased to \$2.00/hr.

Effective July 1, 2006, the shift differential shall be increased to \$2.25/hr.

Section D

Exchange of Duty

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

Section E

Training

Sergeants assigned to training during a particular shift will not be assigned to work either the shift immediately preceding or the shift immediately following the training shift. However, in an emergency situation as determined by the Director of Public Safety or designee, Sergeants may be required to work the shift immediately preceding or following a training shift.

Section F

Call Backs

When a Sergeant is called back to work after completing his/her scheduled shift, the Sergeant shall be compensated for the actual hours worked. The Sergeant 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 Sergeant's regular shift.

ARTICLE VIII

HOLIDAYS

Section A

Sergeants who are covered by this Agreement shall be eligible for fifteen (15) paid holidays. The fifteen (15) holidays are:

1. New Year's Day
2. Martin Luther King's Birthday
3. Good Friday
4. Memorial Day
5. Independence Day
6. Labor Day
7. Thanksgiving Day
8. Day after Thanksgiving
9. Christmas Day
10. Float Holidays (6)

Effective January 1, 1998, all bargaining unit members hired or returning from unpaid leaves of absences between January 2, and July 1, of any year will be credited with three (3) float holidays within one full pay cycle after July 1. No float holiday will be credited for individuals hired or returning from leave of absence from July 2 through December 31, (individuals returning from January 2 to July 1, will only receive the three float holidays if they did not already receive float holidays for the particular year).

Section B

In order to be eligible for any of the nine (9) designated holidays, the employee must be in active pay status on the date the holiday occurs. To be eligible for the six (6) float holidays, the employee must be in active pay status as of January 1st of the year the float holidays are granted.

The employee shall meet with his/her supervisor to schedule a mutually agreeable date for use of a float holiday. Such requests must be made at least one (1) week in advance. Holidays may not be used prior to being earned. Float holidays not used by December 31st of the given year shall be forfeited.

Section C

To be eligible for holiday pay, the following guidelines apply:

- A. If not scheduled to work the holiday, the Sergeant must work his/her scheduled work days before and after the holiday.
- B. If scheduled to work the holiday the Sergeant must work the holiday, and both the scheduled work days before and after the holiday.
- C. Failure to meet these requirements will result in the forfeiture of the holiday pay, unless the holiday pay is authorized by the Director of Public Safety due to mitigating circumstances.

Section D

The University will make an effort to rotate-major holidays among Sergeants in the unit subject to proper staffing.

If a Sergeant is required to work on a holiday other than the Day After Thanksgiving Day or Good Friday, he/she shall be paid at a rate of time and a half (1 1/2) the basic rate of pay for all hours worked, in addition to receiving an alternate day off from work. If a bargaining unit member is required to work on the Day After Thanksgiving or Good Friday, he/she shall be paid at the basic rate, in addition to receiving an alternate day off.

ARTICLE IX

VACATIONS

Section A

Effective July 1, 2000, all employees covered by this Agreement will be entitled to the following vacation benefits:

Amount of Service:

From date of regular employment 1 1/2 work days per month to completion of 10 years of service

From the beginning of the 11th year of service 1 2/3 work days per month year to the completion of 20 years of service

Upon completion of 20 years (or more) 2 1/12 work days per month of service and thereafter

Section B

Use of Vacation Time

After successful completion of the initial 90-day probation period, vacation allowance may be taken as earned with the permission of his/her supervisor.

Employees may carry over a maximum of one (1) year of earned vacation allowance into the next succeeding year. Any vacation allowance (accrued) in excess of the one (1) year maximum carry over allowance will be forfeited.

Section C

Notice Approval and Scheduling

Vacation accruals may be taken only after the employee has given prior notice to and received written approval of his/her supervisor. Vacations will be granted in accordance with the particular manpower requirements of the department, the preferences of the employees, and the seniority of the employees. Employees must submit their vacation requests by the deadline posted by Public Safety or they will forfeit their seniority preference. Once the vacation schedule has been approved, any new revised or additional, requests for vacation use for the year will be on a first come first served basis; seniority cannot be used to alter the already approved vacation requests.

Section D

Separation/Retirement

Employees who are separating (or retiring) for any reason from the University, will be paid for any unused vacation time at their current daily rate of pay upon separation/retirement less any overdrawn sick time used, if any.

ARTICLE X

PROBATION/SENIORITY

Section A

All Sergeants shall be considered as probationary sergeants for the first 180 calendar days of employment after being hired or promoted into the unit. This 180 calendar day probationary period will automatically exclude all leave periods. Therefore the probation period will be automatically extended by the length of any paid or unpaid leave.

The University reserves the right to extend the probationary period up to an additional one hundred and eighty (180) calendar days. Probationary employees may be terminated at any time during the probationary period, and such decision shall be final and binding.

At the sole discretion of the Director of Public Safety, a Sergeant promoted from the ranks, who fails to satisfactorily complete probation, may return to a Police Officers position if available. The decision of the Director is final and not subject to the grievance process.

Probationary employees, newly hired into the University, will be eligible to use accrued benefits after ninety (90) calendar days of employment.

Section B

For retirement and layoff purposes, a sergeant's seniority shall be the date of hire with the University. For all other purposes, a Sergeant's seniority shall be the date he/she was promoted to a sergeant at UMDNJ. If dates are the same, then the sergeant's seniority shall be determined by the officer's birthday month and day.

ARTICLE XI

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 brought against an employee for any act or omission arising out of and in the course of the performance of the duties of such employee.

ARTICLE XII

HEALTH AND SAFETY

Section A

The University shall continue to make reasonable provisions for the safety and health of its' employees during the hours of their employment and will provide devices, as it deems appropriate, for their protection and will provide a reasonably safe and healthy place of employment.

Section B

An employee must report incidents of unsafe and/or unhealthful condition to his or her supervisor immediately. The University and the FOP Lodge 155 agree that health and safety issues and concerns are of mutual importance and such subjects are appropriate for discussion in the Union/Management conferences (Article XX). Any joint recommendations concerning improvement or modification of conditions regarding safety and/or health shall be reported to the University's Department of Environmental Protection, Occupation, Safety and Health.

Section C

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 employees as Sergeants and which represent the risks normally associated with such employment.

ARTICLE XIII

UNIFORM MAINTENANCE ALLOWANCE

Section A

Where the University requires a Sergeant to wear a uniform, the University will generally provide the uniforms. However, in those cases where the University require a Sergeant to wear a uniform but chooses not to provide the uniform, the University will provide a uniform allowance of \$300.00 effective July 1 of each year to any eligible non-probationary employee. Such payment will be made no later than October of the given year.

Section B

The University shall provide a Uniform Maintenance allowance in each year of this Agreement to those employees required to wear a uniform based on the following schedule of payments:

FY04 - \$250

FY05 - \$275

FY06 - \$300

FY07 - \$325

Such payments will be made the first full pay period each December.

**ARTICLE XIV
EMPLOYEE TRAINING**

Employees covered by this Agreement may request permission to attend without loss of pay, training courses that are job related at the various police academies. Such courses must be sanctioned by the University, and are specifically aimed at skills development in order to afford employees greater opportunity for performance improvement and promotional growth. Such requests shall be submitted in writing to the immediate supervisor at least two (2) weeks in advance and will not be unreasonable denied. Public Safety will post information on available courses which come to its attention.

ARTICLE XV

EMPLOYEE

BENEFITS

Section A

All members of the unit who are eligible for the State 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, 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 (less than 35 hours per week) staff members, the university will not continue such coverage).

Section B

Tuition Refund Program

Effective January 1, 2001, tuition reimbursement will be equal to one thousand (\$1,000.00) per semester or three thousand (\$3,000.00) per year.

Section C

Dental Plan

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

An optional Group Dental program (DPO) which provides services through specific dental clinics shall be available to employees in the unit. Participation in this program shall be voluntary with a condition that each participating employee authorizes a BI-weekly salary deduction not to exceed 50 percent of the cost of the coverage for a one year period. Employees are able to enroll in only one of the two programs or in no program at all.

Section D

Temporary Disability Plan

Staff is covered by the State of New Jersey temporary disability plan. It is a shared cost plan which provides payment to staff who are unable to work as a result of non-work related illness or injury, and have exhausted their accumulated sick time.

Section E

Prescription Drug Program

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

Section F

Equipment and Accessories

The University will provide police equipment and accessories to all employees 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.

Section G

Retirement and Life Insurance

All members of the FOP Lodge 155 with Police powers shall be enrolled in the Police and Firemen's Retirement System (PFRS). The PFRS program is administered by the New Jersey Division of Pensions. Eligibility for participation by employees and benefits provided are governed by statute and Rules and Regulations promulgated thereunder and administered exclusively by the New Jersey Division of Pensions.

Section H

Parking

The parking fee for all bargaining unit members will be equal to .05% of the base salary as of the last pay period of the previous fiscal year. All employees hired during any fiscal year shall pay a prorated fee for the remainder of the fiscal year based on their salary at the time of hire.

ARTICLE XVI

SICK TIME AND LEAVES OF ABSENCE

Section A

Sick time and leave of absence shall be governed in accordance with the University's policies.

Section B

Sick Pay

Regular full time employees shall accrue sick days on the basis of one day and a quarter (1 1/4) per month. Regular full time employees hired by the University after July 1, 1993 shall accrue sick days on the basis of one day per month.

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

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

c. Sick pay accruals are cumulative from one year to the next. An employee will be paid for sick leave at the employee's base rate of pay.

"Bargaining unit members can use no more than thirty-four (34) weeks of paid sick leave during any twelve (12) month period, except as provided in Section D, Para. 1."

3. Beginning January 1, 1994, employees with five (5) or more years of 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 days must have been used to cover absences for illness.

b. The employee has not been the subject of a written warning, suspension or any other discipline within the previous year for attendance. All evaluations over the last year 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. Employees 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 employee must continue to call in ill each day unless otherwise directed by their supervisor. Employees taken ill while on duty and who leave their work station with their supervisor's permission shall be paid for the authorized time spent on the University's premises and may use accrued sick leave if they desire payment on the balance of the work shift. Employees may be excused by their supervisor without seeking medical attention at the University. An employee identified as an attendance abuser, in accordance with the University's Attendance Policy, will not be paid for time spent on the University's premises while seeking medical treatment. Such time will be unpaid.

5. Whenever a regular employee retires, except an employee 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:

6. The supplemental compensation amount payment shall be computed at the rate unless one-half ($\frac{1}{2}$) of the eligible employee's daily rate of pay for each day of other 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 \$15,000.00. The compensation shall be paid in accordance with the State rules then applying.

Section C

Paid Leaves

1. Death in the 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 employees provided they are scheduled to work those days, and provided sick pay or other paid leave is accumulated to the credit of the employee and is so charged.

Members of the immediate family are defined as spouse, children, parents, brothers, or sisters, parents-in-law or other employee living in the employee's 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 a sick pay or other paid leave is accumulated to the credit of the employee, and is so charged.

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

2. Workers Compensation (Leave of Absence Due to Job Related Injury)

Employees covered by this agreement who becomes disabled because of a job-related injury or disease shall, upon approval by Risk and Claims Management, be granted a leave of absence with pay. Such approval may be granted with full pay, with reduced pay, or full pay for a defined period and reduced pay thereafter.

Any amount of salary or wages paid or payable to an employee for disability leave shall be reduced by the amount of Workers Compensation Award under the New Jersey Worker's Compensation Act for temporary disability.

3. Jury Duty

Employees shall be granted necessary time off, at the employee's base rate of pay, when he/she is summoned and performs jury duty as prescribed by applicable law provided the employee was scheduled to work on the day(s). In no case will jury duty be granted or credited for more than the employee's standard work day or workweek to a maximum of 8 hours in any day or 40 hours in any week.

The receipt of a subpoena or notice to report for jury duty must be reported immediately to the Director of Public Safety.

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

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

The Director of Public Safety, when deemed advisable, will attempt to have the employee excluded from jury duty.

Paid Leave - Limitations

All paid leaves as described above must be taken-at the time of the related occurrence or thereafter, or shall be waived. Employees will be terminated for obtaining leave by false pretense or for failing to return from a leave.

Section D

Unpaid Leave

Medical Leave

Except for reasons of health and safety or inability to perform the job, a pregnant employee shall be permitted to work. Medical leaves of absence due to maternity shall be treated the same as other medical leaves.

A medical leave shall be granted upon presentation of a letter to the supervisor from the employee's personal physician which must state when the employee's inability to work commenced, nature of the illness or injury, and expected date the employee will be able to return to work. The University may, at it's cost, have the employee requesting a medical leave examined by a physician of the University's choosing as a condition of granting, continuing or extending a medical leave of absence.

As provided in this Article, Section B, Para. 2, paid sick time can be used up to thirty-four (34) weeks. Once either all sick time is used or thirty-four (34) weeks expire, staff members may then apply for up to a maximum eighteen (18) weeks unpaid medical leave of absence. Staff who have applied for medical leave after the expiration of thirty-four (34) weeks of paid sick time will be able to use any remaining sick time accruals to be paid during the medical leave of absence. The total amount of time that a bargaining unit member may be continuously out of work cannot exceed fifty-two (52) weeks in any twelve (12) month period. However, staff hired prior to January 1, 1983 shall be entitled to use all accrued paid sick time.

Per University policy, a staff member can use up to ten (10) sick days to take care of a seriously ill family member.

Upon return from leave, the employee must present to his/her supervisor documentation from the employee's personal physician indicating the date the employee has been cleared to return to work, and that the employee is able to return to work without restriction.

2. Military Leave

Sergeants shall be eligible for military leave in accordance with Federal or State Law/Statute.

3. Personal Leave

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

Requests for personal leaves of absence must be accompanied with the reason for the leave and duration and must be submitted in writing to the employee's supervisor along with any supporting documentation.

Such request must be submitted at least two weeks period to the requested starting date of the leave except in the case of a bona fide emergency. Supervisors shall have the right to require proof of an emergency as a condition for approval. The maximum length of a personal leave is one (1) month.

4. Unpaid Leaves: "Maximum" Length of Leave

Type of Leave Maximum Length

Medical 18 weeks

Military In accordance with State and Federal Statute

Educational 6 months each fiscal year

Personal 1 month

5. Return from Leave

Whenever possible, the University will place an employee returning from leave in a position of like salary and benefits. An employee who fails to return from leave within five (5) work days from their scheduled date of return and without securing permission from his/her supervisor to extend such leave, shall be discharged.

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

Employees returning from an approved leave shall not lose seniority.

Employees returning from an approved leave of absence have no bumping rights.

ARTICLE XVII

COURT APPEARANCES

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

The Sergeant shall be reimbursed for such expenses as parking fees and toll fees in connection with such appearances in accordance with University policy.

ARTICLE XVIII

POLICY AGREEMENTS

Neither the FOP Lodge 155 nor any employee represented by it will engage in or support any strike, work stoppage, or other job action.

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

The FOP Lodge 155 recognizes its responsibility as the exclusive collective bargaining agent and agrees to represent all employees in the unit without discrimination.

ARTICLE XIX

UNION/MANAGEMENT CONFERENCES

The FOP Lodge 155 and the University shall, upon the 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 negotiating meetings, but are intended to be a means of fostering good employer-employee relations. Such meetings may be attended by the three (3) FOP Lodge 155 representatives employed by the University, who shall not lose pay for time spent during regularly scheduled working hours at such meetings.

ARTICLE XX

UNIVERSITY UNION BUSINESS

Section A

Access to Premises

Each FOP Lodge 155 Officer or authorized representative previously designated to the University by the FOP Lodge 155 shall be admitted to the premises of the University on FOP Lodge 155 business provided that prior notice has been given to both the Director of Public Safety and the Campus Human Resources Director. Such notice of visitation shall include the time, place, and general purpose of the visit.

Such FOP Lodge 155 officials shall have the opportunity to consult with employees before the start of the work shift. The University will provide accommodations at its facilities for such meetings subject to availability of space.

Section B

Union Activity

The University agrees that during working hours, on its' premises and without loss of pay, or when otherwise agreed upon, FOP Lodge 155 representatives previously designated and authorized to represent the FOP Lodge 155 and recognized by the University shall be allowed to:

- a. represent employees in the unit at grievance hearings.
- b. investigate a grievance which has been formalized and submitted in writing, providing that such investigation time will be limited to a maximum of one hour and further provided there is no interruption of work activities.
- c. submit FOP Lodge 155 notices for posting.
- d. attend negotiation meetings if designated as a member of the negotiating team and scheduled to attend by FOP Lodge 155.
- e. attend scheduled meetings with the University and its' representatives concerning the application and administration of this Agreement.

The authorized FOP Lodge 155 representative must request permission of his/her supervisor to transact such Union business. Such permission will be granted provided it does not interfere with the operations of the department.

Section C

Union Representation

It is agreed that the FOP Lodge 155 will appoint or elect up to three (3) authorized representatives. The FOP Lodge 155 shall furnish the Vice President for Human Resources (or designee) a list of all-official FOP Lodge 155 representatives, specifying their authority and showing the name, title or office for each and the department and shifts for which they function. The FOP Lodge 155 shall notify the University of any changes in the list and keep it current.

Section D

Leave for Union Activity

The University agrees to permit a leave of absence with pay for representatives of the FOP Lodge 155 to attend FOP Lodge 155 activities. A total of twenty-five (25) days of such leave 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 FOP Lodge 155 is affiliated or for training purposes for FOP Lodge 155 representatives and for which appropriate approval by the University is required. Written notice from the FOP Lodge 155 President of the authorization of an individual to utilize such leave time shall be given to the Vice President for Human Resources (or designee) at least twenty one (21) days in advance of the date or dates of such meeting. Granting of such leave to an employee shall not be unreasonably withheld by the University.

Leave not utilized in any fiscal year shall not be accumulated.

Section E

Bulletin Boards

The University will provide space in Public Safety on each campus which will be used exclusively for the posting of FOP Lodge 155 notices.

The material to be posted on the FOP Lodge 155 bulletin board may consist of the following:

- a. Notices of FOP Lodge 155 election and the results of elections.
- b. Notices of FOP Lodge 155 appointments.
- c. Notices of FOP Lodge 155 meetings.
- d. Notices of social and recreational events.
- e. Notices concerning official FOP Lodge 155 business.

Prior to the posting of any material on the bulletin board, it shall be submitted to the Campus Human Resources Department for approval. The FOP Lodge 155 representative shall make the posting.

The Campus Human Resources Department will review the material and approve the posting except when such material is profane, obscene, or derogatory of the State University and/or its representatives or which constitutes election campaign propaganda.

ARTICLE XXI

UNION SECURITY

Section A

Dues Deduction

The University agrees to deduct FOP Lodge 155 dues BI-weekly from each employee covered by this unit, as defined herein, who furnishes a voluntary, written authorization for such deduction, on a form acceptable to the University.

Each Sergeant may cancel such written authorization, giving written notice of cancellation to the University and the FOP Lodge 155, to be effective July 1st. The amount of monthly FOP Lodge 155 dues shall be in such amount as may be certified to the University by the FOP Lodge 155 from time to time, and the FOP Lodge 155 shall notify the University of any changes in dues structure thirty (30) days in advance of the requested date of such change. FOP Lodge 155 dues deductions shall be remitted by the University to the FOP Lodge 155 every two weeks, together with a listing of the employees from whose pay such deductions were made.

The University shall deduct FOP Lodge 155 dues from a new employee who chooses to be a full dues member as soon as possible upon receipt by the Human Resources Department.

Section B

Representation Fee (Agency Shop)

1. Purpose of Fee

Beginning thirty (30) days after agreement on this contract, all eligible non-member employees 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 employee to become a member of the majority representative.

2. Amount of Fee

Within (30) days after the University is officially notified by the FOP Lodge 155 of ratification of this agreement and prior to each succeeding contract year, the FOP Lodge 155 will notify the University, in writing of the amount of regular membership dues, initiation fees and assessments charged by the FOP Lodge 155 to its own members for that contract year. Any changes in the representation fee structure during the contract year shall be in accordance with the procedure set out in section A. above.

In no event shall the representation fee exceed eighty-five (85%) percent of the payments of regular members.

3. Deduction and Transmission of Fee

After verification by the University that an employee must pay the representation fee, the University will deduct the fee for all eligible employees in accordance with this Article. The mechanics of the deduction of representation fees and the transmission of such fees to the FOP Lodge 155 will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the FOP Lodge 155.

The University shall deduct the representation fee as soon as possible after the tenth day following re-entry into the unit for employees who previously served in a position identified as excluded or confidential, for individuals recalled from layoff, for employees returning from leave without pay, and for previous members who become eligible for the representation fee because of non-member status.

The University shall deduct the representation fee from a new employee as soon as possible after thirty (30) days after completion of the employee's probationary period.

Section C

Demand and Return System

The representation fee in lieu of dues only shall be available to the FOP Lodge 155 if the procedures hereinafter are maintained by the FOP Lodge 155. The burden of proof under this system is on the FOP Lodge 155.

The FOP Lodge 155 shall return any part of the representation fee paid by the employee which represents the employee's additional pro rata share of expenditures by the FOP Lodge 155 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 made available only to members of the majority representative.

The employee shall be entitled to a review of the amount of the representation fee-by requesting the FOP Lodge 155 to substantiate the amount charged for the representation fee. This review shall be in conformance with the internal steps and procedures established by the FOP Lodge 155.

The FOP Lodge 155 shall submit a copy of the FOP Lodge 155 review system to the Human Resources Department. The deduction of the representation fee shall be available only if the FOP Lodge 155 establishes and maintains this review system.

If the employee is dissatisfied with FOP Lodge 155 decisions, he/she may appeal to a three-member board established by the Governor.

Section D

University Held Harmless

The FOP Lodge 155 hereby agrees that it will indemnify and hold the University harmless from any claims, actions, or proceedings brought by any employee 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 FOP Lodge 155 for any retroactive or past due representation fee for an employee 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.

Section E

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 employees 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 not be put into effect until the minimum percentage is exceeded on any quarterly date, i.e., January 1, April 1, *July* 1, or October 1. At that time, the agency fee plan shall be put into effect with proper notice to affected employees.

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.

Section F

Legal Requirements

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

ARTICLE XXII

ACCESS TO PERSONNEL FILES

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

An employee 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. An employee who wishes to examine his/her Personnel file may do so during the Human Resource Department's normal office hours provided prior permission had been granted by the employee's supervisor. If requested by the employee, his/her FOP Lodge 155 representative may accompany the employee. No adverse materials shall be placed in an employee's central Personnel file unless such materials have been reviewed with the employee by an appropriate official of the department or University. The employee 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 by an employee for a copy of any derogatory item included in that employee's Personnel file. The employee shall be charged the prevailing rate for copies in accordance with Human Resources Policy.

An employee may request in writing the expungement of materials included 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.

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

ARTICLE XXIII

PRESERVATION OF RIGHTS

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

ARTICLE XXIV

EMPLOYEE PERFORMANCE EVALUATION

Section A

Employee performance shall be evaluated and reviewed with the employee annually by the employee's immediate supervisor. Each overall evaluation shall fall into one of the following: "Far Exceed Standards", "Meets Standards", "Partially Meets Standards", or "Does Not Meet Standards".

Each employee 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 employee.

The employee shall be provided with a copy of his/her performance evaluation and the agreement on performance standards and improvement goals. All University Evaluation Forms shall be signed by the supervisor and by the employee and placed in the employee's central personnel file in Human Resources. The employee's signature shall signify that the employee has seen and reviewed the evaluation, but not that he/she necessarily concurs with its contents.

Section B

Employees receiving a rating of "PARTIALLY MEETS STANDARDS" shall not be entitled to receive a merit increase. The supervisor shall review the performance deficiencies with the employee and shall counsel the employee as to appropriate steps which should be taken to improve performance and shall review with the employee any warnings or prior counseling received with respect to performance. The employee's performance must be re-evaluated after another three month period (within 90 days) and if performance is evaluated at a level of "MEETS STANDARDS" or better then the employee shall receive a merit increase as of the date of the re-evaluation. If upon re-evaluation the performance has not come up to a "MEETS STANDARDS" level, then the increase shall be denied for the balance of the year and the re-evaluation shall be considered to be a final warning for purposes of the disciplinary process. The supervisor shall also advise the employee that failure to improve performance may result in further discipline up to and including discharge.

Section C

Employees receiving a rating of "DOES NOT MEET STANDARDS" shall not be entitled to receive a merit increase. 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 employee and shall counsel the employee as to appropriate steps which should be taken to improve performance and shall review with the employee any warnings or prior counseling received with respect to performance. The performance of employees receiving the "DOES NOT MEET STANDARDS" evaluation shall be carefully monitored by the supervisor. If performance remains below the "MEETS STANDARDS" level, such employee may be discharged. If the employee's performance improves to the level of "MEETS STANDARDS" or better and is maintained, then the employee shall be re-evaluated six months after the date of the "DOES NOT MEET STANDARDS" rating and shall receive a merit increase as of the date of the re-evaluation.

Section D

The performance rating shall not be subject to the grievance procedure. The University Policy regarding performance evaluations will be adhered to.

ARTICLE XXV

LEGISLATIVE ACTION

Section A

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

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

Section B

Savings Clause

If any provision of this Agreement 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 Agreement shall be deemed amended or nullified to conform to such law. The other provisions of the Agreement shall not be affected thereby and shall continue in full force and effect.

Upon request of either party the University and the FOP Lodge 155 agree to meet and renegotiate any provision so affected.

ARTICLE XXVI

COMPLETE AGREEMENT

The University and the FOP Lodge 155 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 FOP Lodge 155 and negotiated upon the request of the FOP Lodge 155 as may be required pursuant to Chapter 303 of the Laws of New Jersey 1968 and as amended.

ARTICLE XXVII

Section A

Terms of Agreement

This Agreement shall become effective on the date when the FOP Lodge 155 presents written certification of proper-ratification to the University and shall be in full force effective from July 1, 1999 to June 30, 2003.

Section B

Successor Agreement

This 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 given prior to October 1, 2002 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, 2003 subject to the above.

Section 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.

Section D

For the purpose of giving notice as provided in Article XXVIII, the University may be notified through the Vice President for Human Resources, 65 Bergen Street, Suite 1237, Newark, New Jersey, 07107-3001; and the Superior Officers Association, through its President, 65 Bergen Street, Suite 1535, Newark, New Jersey, 07107-3001.

IN WITNESS WHEREOF, the University of Medicine and Dentistry of New Jersey and the Superior Officers Association, have caused this agreement to be signed by their duly authorized representative as of this ___21__ day of _____October_____, 2004.

UNIVERSITY OF MEDICINE & FRATERNAL ORDER OF POLICE
DENTISTRY OF NEW JERSEY LODGE NO. 155

John J. Petillo, Ph.D
President

Sgt. Frank T. DeMarzo
President

Sgt. Debra Balthrop-Turner

Secretary-Treasurer

Maryann Master
Vice President for Human Resources

Abdel Kanan, Esq.
Director of Labor Relations

Maryann Master

Michael A. Riscinti

Vice President for Human Resources President

Abdel Kanan, Esq.

Sgt. Frank T. DeMarzo

Director of Labor Relations

Vice President

Sgt. Debra Balthrop-Turner

Secretary-Treasurer

SIDELETTER #1

August

2,

2000

Sgt. Michael A. Riscinti

Fraternal Order of Police Lodge #155

PO Box 1318

Newark NJ 07101-1318

RE: Merit Wage Pool Distribution Review

Dear Sgt. Riscinti:

It is hereby agreed by the parties that approximately thirty (30) work days following the January 2001 distribution of the merit wage pool and approximately thirty (30) work days following the January 2003 distribution of the merit wage pool, the University will provide to the FOP Lodge 155, data indicating the total dollar amount of the merit wage pool available for distribution to the staff. The University will also provide to the Union a list, by social security number, indicating the amount each bargaining unit member received.

Very truly yours,

HOWARD J. PRIPAS, ESQ.

Director of Labor Relations

HJP/jc

Sgt. Michael A. Riscinti, President
Fraternal Order of Police Lodge #155

SIDELETTER # 2

August 2, 2000

Sgt. Michael A. Riscinti

Fraternal Order of Police Lodge #155

PO Box 1318

Newark NJ 07101-1318

Dear Sgt. Riscinti:

As agreed, contingent upon staffing needs, and provided there is no conflict with prevailing contract language and/or University policy, seniority in the title will prevail for vacation selection only.

Very truly yours,

HOWARD J. PRIPAS, ESQ.

Director of Labor Relations

HJP/jc

Sgt. Michael A. Riscinti, President

Fraternal Order of Police Lodge #155

