

**COLLECTIVE NEGOTIATIONS**

**AGREEMENT**

**Between the**

**UNIVERSITY HOSPITAL**

**and**

**TEAMSTERS LOCAL 97**

**(July 1, 2018 – June 30, 2021)**

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## **PREAMBLE**

This Agreement is effective July 1, 2018 and is made between University Hospital (hereinafter called "University Hospital" or the "Hospital") and Teamsters Local 97 (hereafter called the "Union").

The parties recognize that it is the primary responsibility of University Hospital to provide thorough, effective patient care, education, research and community service, as well as to serve as the core teaching facility in Newark. The parties recognize and declare that it is their mutual goal to maintain a harmonious relationship in determining the terms and conditions of employment, that all staff are entitled to fair and equitable treatment by supervision and management with regard to the terms and conditions of employment that affect them, with a joint goal of furtherance of the University Hospital mission.

## **RECOGNITION**

University Hospital hereby recognizes Local 97 of the International Brotherhood of Teamsters as the exclusive representative for the purpose of collective negotiations for all terms and conditions of employment for Full Time and Part Time staff employed by University Hospital at all locations as set forth in Paragraph (A) hereof.

A. The staff included are:

1. Licensed Practical Nurses
2. Clerical Staff
3. Health Care and Services Staff
4. Operations, Maintenance and Service Staff
5. The negotiations unit also includes Per Diem, Temporary and Casual employees who are performing negotiations unit work.

B. The staff excluded are:

1. Managerial Executives
2. Professional Staff
3. Registered Nurses
4. Confidential Staff
5. Craft Staff, Trade Helper and/or apprentices
6. Supervisors
7. All other staff

## ARTICLE I

### MANAGEMENT RIGHTS

The Hospital, except as modified by the terms of this Agreement, reserves and retains solely and exclusively all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Laws and Constitutions of the State of New Jersey and of the United States, to manage the operations of the Hospital. These rights, to the extent consistent with applicable law, shall include, but shall not be limited to, the right:

- a. To hire all employees and determine their qualifications and conditions for continued employment and/or assignment;
- b. To promote and transfer employees and to direct employees in the performance of their duties, including the right to determine the scheduling of Hospital personnel and the composition of shifts;
- c. To determine, make and enforce all reasonable rules, procedures and policies relating to the work, safety, the delivery of exceptional medical services, and the operations of the Hospital; this shall include the right to change or abolish such rules, procedures or policies;
- d. To select and determine the number and types of employees required and to determine the methods, means and personnel by which University Hospital operations are to be conducted, including the number and composition of departments and employees therein;
- e. To continue, alter, make and enforce reasonable rules and procedures pertaining to employee conduct and standards of performance and to suspend, demote, discharge and take other reasonable disciplinary action against employees for just cause, and/or to layoff, terminate or otherwise relieve employees from work due to lack of work;
- f. To assign such work to employees in accordance with the requirements of exceptional medical care and the continuity of the Hospital's operations;
- g. To determine the management of each department in the Hospital by the efficient selection, utilization, deployment and disposition of equipment which necessarily includes determining the quantity, type and brand of equipment and other products to be utilized;
- h. To determine the number of hours per day and/or per week that operations in each department of the Hospital shall be carried on and/or to discontinue or relocate any portion or all of the operations;
- i. To take whatever means necessary to carry out the mission of University Hospital in emergency situations.

## ARTICLE II

### FAIR TREATMENT

#### A. No Reprisals

It is understood and agreed that all staff covered by this Agreement enjoy the right to exercise their privileges provided under the New Jersey Employer-Employee Relations Act, the Grievance Procedure contained in this Agreement and all other terms of this Agreement without fear of discrimination or reprisals.

#### B. Regular part-time Staff

The inclusion of part-time staff who are regularly scheduled to work twenty (20) or more hours per week within the negotiations unit and under this Agreement shall not be construed to alter or expand the eligibility of part-time staff for coverage by any State program relating to terms and conditions of employment. Where such part-time staff are eligible for State programs or coverage under provisions of this Agreement, appropriate pro rations will be made in accord with their part-time status.

#### C. Temporary full-time Staff

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

Provisions of Article XI (Seniority and Transfers) shall not be applicable to any temporary full-time staff in this unit.

D. Neither the Hospital nor the Union will discriminate against any staff member or applicant for employment, in any matter relating to employment because of race, creed, color, religion, national origin, ancestry, age, marital status, civil union status, domestic partnership status, affectional or sexual orientation, genetic information, pregnancy, sex, gender identity or expression, disability or atypical hereditary cellular or blood trait of any individual, or because of the liability for service in the Armed Forces of the United States or the nationality of any individual, or because of the refusal to submit to a genetic test or make available the results of a genetic test to an employer or for any other reason prohibited by applicable State and/or Federal law.

#### E. Temporary, Per Diem, and Casual Employee

##### 1. Temporary Employee

Temporary Employee is hired for a specified period of time.

##### 2. Per Diem Employee

Per Diem Employee has an on-going but intermittent employment relationship with the Hospital and works more than four (4) hours per week on average within ninety (90) calendar days.

3. Casual Employee  
Casual Employee is regularly scheduled to work an average of fewer than twenty (20) hours per week within ninety (90) calendar days.
4. Health Benefits  
Temporary, casual, or per diem employees shall not be eligible for any benefits, except those required by law.
5. Benefit Time  
Temporary full-time employees shall be eligible for holiday pay after six (6) months of continuous employment. Casual or per diem employees shall not be eligible for any time off benefit.
6. Sick Time  
Temporary, casual, or per diem employees shall not be eligible for sick time except as required by law.
7. Uniform Allowance  
Temporary, casual, or per diem employees shall not be eligible for Uniform Allowance.
8. Tuition Reimbursement  
Temporary, casual, or per diem employees shall not be eligible for tuition reimbursement.
9. Seniority  
Regular employees shall not be laid off before temporary, casual, or per diem employees.
10. Discipline  
Temporary, casual, or per diem employees shall not be subject to progressive discipline and may be terminated at any time. Progressive discipline and termination shall be final and binding and not subject to the grievance procedure.
11. Job Posting  
Temporary, casual, or per diem positions shall not be required to be posted on University Hospital's website.

### **ARTICLE III**

#### **PERSONNEL PRACTICES**

- A.** The Hospital agrees to provide adequate and regularly maintained sanitary facilities for staff use. Each staff member will maintain acceptable standards of personal hygiene and cleanliness in accordance with the requirements of his job.
- B.** The staff member shall be responsible for paying for the replacement of lost identification cards at the then prevailing rate. The Hospital shall furnish identification cards to all staff. Lost cards shall be reported immediately.
- C.** Whenever a staff member is delayed in reporting for a scheduled work assignment, he shall endeavor to contact his supervisor in advance, if possible. Staff will be paid minute-for-minute when they punch/swipe in for their scheduled shift.

## **D. Inclement Weather**

1. The President and CEO of the Hospital, or his/her designee, has the option, in his/her sole discretion, to declare an "Inclement Weather Emergency". The decision to declare an "Inclement Weather Emergency" will be announced on the Hospital's Inclement Weather hotline (telephone), the Hospital's intranet page, and/or by any other reasonable means of communication. Once so announced, it is presumed that all employees are aware of the determination. Announcements of closing or "state of emergency" by any federal, state or local government agency will not pertain to University Hospital.

2. Employees will be assigned at the sole discretion of the Hospital as either:

- a. Category Red employees – those employees whose presence the Hospital has determined as necessary to the provision of safe, effective and efficient services.
- b. Category Blue employees – those employees whom the Hospital has determined may be absent for a limited period of time without impacting critical services to patients and the community.

3. The determination as to which Category employees are assigned shall be made by the applicable department, in the sole discretion of the department. Employees shall be advised of their assigned Category in writing, and will sign an acknowledgment of receipt of the assignment information. This acknowledgment will be forwarded to Human Resources by the department for inclusion in the employee's personnel file. If an employee is not so advised in writing, the employee shall default to Category Red. When the department deems it necessary to change the designation, it must advise the employee of the change and obtain a revised signed acknowledgment from the employee, which shall be promptly forwarded to Human Resources.

4. If the Hospital declares an Inclement Weather Emergency, Category Red employees will be paid as follows:

- a. Employees who arrive for their assigned shifts on time will be paid a differential of 20% of their regular rate of pay for all hours worked.
- b. Employees who report up to two (2) hours late for their assigned shift shall be paid their regular rate of pay for all hours worked and will be paid for the time, up to two hours, they were late. Employees must adhere to the department's call in procedure regarding lateness.
- c. Employees who report for their assigned shift more than two hours late will be paid their regular rate of pay for hours actually worked only. Employees must adhere to the department's call in procedure regarding lateness.

5. Category Red employees may not use Float Holiday time, Compensatory time, or Vacation time on any day that is declared an Inclement Weather Emergency, unless the time off was approved prior to the declaration.

6. Category Blue employees will not report to work on a declared Inclement Weather Emergency. Category Blue exempt and non-exempt employees will utilize Float Holiday time, compensatory time, or accrued vacation time in order to be paid for the shift not worked during an Inclement Weather Emergency. The type

of time to be used is at the employee's option. If no accrued paid leave time is available, the employee will be salary deleted.

7. All Category Red staff that is on duty at the time when an Inclement Weather Emergency is declared must remain on duty until sufficient coverage is obtained as determined by management. However, management will make best efforts to see to it that no employee will be required to remain for more than 4 hours beyond his shift.

8. The Hospital maintains the right to require a Category Blue employee to report to work if management determines they are needed in order to provide safe and effective patient care.

## **ARTICLE IV**

### **GRIEVANCE PROCEDURE**

#### **A. Definition**

A grievance shall be defined as any alleged violation of the express terms or conditions of any provision of this Agreement or any claimed violation, misinterpretation, or misapplication of rules or regulations, existing policy, or orders of the Hospital affecting terms or conditions of employment.

#### **B. Formal Steps**

All grievances shall be processed in the following manner:

##### **Step 1:**

The parties share a common goal of attempting to resolve most matters informally without resort to the grievance process. Towards this end, the parties will attempt to address issues promptly as they arise.

Any non-disciplinary grievance shall be submitted in writing, to the Director of Labor Relations within 21 calendar days of its occurrence or of the date when the employee or the Union first became aware of the circumstances giving rise to the alleged grievance.

If the grievance relates to disciplinary action, the grievance must be submitted by the Union, in writing, to the Director of Labor Relations within 21 Calendar days of the Union's receipt of the written notice of discipline.

The written grievance shall set forth the name of the grievant(s), the date of the alleged violation, the alleged facts of the grievance, the specific Article(s) and Section(s) alleged to have been violated, and the remedy that is being sought by the grievant or Union. If the grievance is disciplinary in nature, copies of all documents relied upon by the Union in challenging the discipline must be included.

Either the Director of Labor Relations or designee, or the Union, may request a Step 1 hearing, which may be conducted by telephone if mutually agreed, for the purpose of resolving the grievance prior to issuance

of the Step 1 Decision. If requested, the meeting shall be scheduled within twenty-one (21) calendar days of being requested.

The Hospital will make best efforts to have someone other than the Human Resources representative who attended the Loudermill meeting as the hearing officer.

At the Step 1 Hearing, the Union will make a presentation to the Director of Labor Relations or designee explaining the basis for the grievance and any supporting arguments. If the grievance is based on discipline, the Union will explain why the discipline was unwarranted and/or why the penalty is too severe (although this does not change the fact that the Hospital has the burden of proof in disciplinary matters). The Director of Labor Relations or designee shall have the right to ask questions of any of the individuals that appear at the hearing.

Within 21 calendar days of the hearing, the Director of Labor Relations or designee shall issue the Step 1 decision, in writing, to the Union, which shall provide for a decision in the matter and the reason(s) for the decision.

If a Step 1 hearing cannot be scheduled within twenty-one (21) days, the parties may, by mutual written agreement agree to a later date. If a hearing cannot be held within thirty (30) days, the Director of Labor Relations shall make his decision based on the papers submitted. With respect to any disciplinary grievance involving a written reprimand or suspension without pay of 24 hours or less, the Step 1 Decision shall be final and binding upon the parties and not subject to challenge or appeal in any forum.

### **Step 2 Arbitration.**

Written warnings, written warnings in lieu of a suspension without pay of two days/shifts or less, and suspensions of 24 hours or less shall not be subject to arbitration. Discipline imposed for time and attendance violations shall not be arbitrable. The Hospital and the Union agree to be bound by the rules and regulations of the Public Employment Relations Commission.

In the case of non-disciplinary grievances and disciplinary grievances involving suspension (more than 24 hours), written warning in lieu of a suspension of more than 24 hours, involuntary demotion (not the result of a reduction in force) or discharge, if the Union is not satisfied with Step 1 Decision or a Step 1 Decision has not been issued within the required timeframe set forth herein, the Union may file a written requests for binding arbitration through the Public Employment Relations Commission (with copy provided simultaneously to the Director of Labor Relations). Requests for arbitration must be submitted to the Public Employment Relations Commission within thirty (30) calendar days of its receipt of the Step 1 Decision or the date that the Step 1 Decision was due. Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration. The Union's decision concerning whether or not to request binding arbitration shall be final as to the interests of both the Union and the grievant.

Each party to this Agreement shall bear the expenses of preparing and presenting its own case. The fees and the expenses of the Arbitrator, together with any incidental expenses mutually agreed upon in advance, shall be borne equally by the parties. A transcript of all arbitration hearings may be taken. The Arbitrator shall have the right to subpoena relevant documents and witnesses if requested to do so by either party.

The arbitrator shall be restricted to the application of the facts presented and shall have no authority to add to, detract from, alter, amend or modify any provision of this agreement, or to impose on either party a

limitation or obligation not explicitly provided for in this agreement. The Arbitrator shall not have any authority to prescribe a monetary Award as a penalty for violation of 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. In the event such legal remedy is pursued, corrective action will be implemented no later than fifteen (15) calendar days after final resolutions by the courts.

**C. Abandonment of Grievance:** If the initial grievance was not timely filed at Step 1 as set forth above, or if it was not timely submitted to arbitration then the grievance shall be deemed to have been abandoned by the Union and the Union shall be precluded from submitting the matter to arbitration. No arbitrator shall have any authority whatsoever to rule upon the merits of a grievance that has been abandoned in accordance with the procedures.

**D. Bifurcation:** Absent a written agreement between the parties to the contrary, if a dispute arises over whether a grievance or disciplinary appeal has been waived or abandoned in accordance with this Article, this procedural issue will be bifurcated from the issue on the merits and shall be heard and decided by a different arbitrator than the arbitrator that decides the case on the merits. The case on the merits shall be held in abeyance pending the outcome of the procedural issue.

**E. Extending Time Limits:** Time limits throughout this Grievance Procedure may be extended by mutual consent of both parties, but only where the mutual consent is in writing and signed by both parties (an exchange of e-mail messages by both parties indicating agreement to extend the time limit will satisfy this requirement).

**F. Hospital Failure to Timely Respond:** A failure by the Hospital to respond at any step within the provided time limits shall be deemed a denial of the grievance at that particular Step and shall permit the Union to move the grievance to the next step in the procedure.

**G. Attendant at Meetings/Hearings:** The Hospital shall permit the Grievant to take time off without loss of pay from his or her scheduled shift, if applicable, for any time spent at the Step 1 meeting or at an arbitration hearing pursuant to Step 2 above. To the extent that University Hospital requires an employee to attend the Step 1 meeting or arbitration hearing as a witness, University Hospital shall pay the employee at his or her regular wage rate for the time spent at the meeting or hearing.

## **H. Discipline**

1. No non-probationary employee shall be subject to discipline by the Employer without just cause. The terms of this Article shall not be applicable to employees in their initial probationary period (including any extension, 180 days with a possible 30-day extension) or any temporary, casual or per diem employees. Employer's judgment as to the adequacy of the probationary employee's performance during the probationary period or any action taken as a result thereof, shall not be deemed "discipline" nor shall it be subject to challenge by the Union or employee pursuant to this Article.
2. The term "discipline" shall mean: (a) official written warning or written warning in lieu of suspension without pay, (b) suspension without pay, (c) demotion, which is any reduction in grade or title, or (d) discharge, when any of the foregoing occur based upon the employee's conduct or performance. The following shall not be construed as discipline:

- a. Dismissal or demotion due to economic layoff or operational changes made by the Hospital;
  - b. Written or verbal counseling. A Counseling Notice is part of the performance improvement process and is an opportunity for management to constructively discuss with an employee the Employer's observations about the employee's performance or behavior.
3. The Hospital reserves the right to substitute a written warning in lieu of suspension without pay and such substituted written warning shall substitute for suspension in the Hospital's scheme of progressive discipline.
4. The Hospital may also, in lieu of suspension and upon mutual consent of the Union and employee, deduct up to five (5) days from the employee's vacation balances. In such circumstance, the disciplinary penalty will be equivalent to the same number of days of suspension and treated for all purposes as equivalent to a suspension without prejudice to the Employer, the Union or the employee.
5. An employee shall not be disciplined for acts, except those which would constitute a crime, which occurred more than one year prior to the service of the Notice of Discipline or three months after the Hospital had notice of the acts. The employee's whole record of employment, however, may be considered with respect to the appropriateness of the penalty to be imposed.
6. The Hospital may place an employee on Administrative Leave without pay for a maximum of two weeks pending investigation into the employee's misconduct. If the Hospital seeks to continue the Administrative Leave beyond two weeks as a result of the continuation of the investigation, any additional Administrative Leave shall be with pay. If, following the conclusion of the investigation, it is determined that no charges will be brought against the employee, then the employee shall be entitled to back pay for the period of time he or she was on Administrative Leave without pay.
7. When discipline is imposed pursuant to this Article, the Employer shall provide written notice of the discipline to the employee. The written notice shall include a reasonable explanation of the reasons for the discipline and the penalty being imposed. A copy of the written notice of discipline, and any supporting documentation available at the time the notice of discipline is issued, shall be provided to the Union via e-mail as soon as feasible but no later than 72 hours, excluding weekends and observed holidays, after being submitted to the employee.
8. Unless otherwise stated in the written notice of discipline, any suspension without pay, demotion, or discharge shall be effective immediately, subject to reversal only pursuant to the grievance procedure.
9. The Union has the right to challenge the discipline by timely filing a grievance at Step 1 in accordance with the Grievance Procedure in Article IV, Section B.
10. Prior to suspension without pay or termination of an employee, the Hospital shall provide the employee with a pre-suspension/pre-termination opportunity to be heard. The employee will be afforded a meeting with the Hospital to discuss the allegations against the employee that could potentially result in a suspension without pay or termination and the employee will be given an opportunity to present his/her version of the facts. The Hospital shall consider the employee's position prior to rendering a decision of whether to impose discipline pursuant to this Article. The employee shall have the right to Union representation at this meeting.

## **ARTICLE V**

### **Prior Benefits and Practices**

If the Employer establishes any new policy or modifies any existing policy that conflicts with any provision of this Agreement and impacts upon mandatorily negotiable terms and conditions of employment of the employees covered by this Agreement, then Employer shall: (a) provide at least 10 days written notice to the Union of the new or amended policy in advance of the policy's effective date, (b) upon written notice from the Union provided within ten (10) days of the Union's receipt of the written notice of the new or amended policy, enter negotiations with the Union on the matter involved. The Employer agrees that the new or amended policy shall not go into effect until the negotiations discussed above have concluded.

## **ARTICLE VI**

### **Administration of Agreement**

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

## **ARTICLE VII**

### **WAGES**

#### **A. Wage and Salary Program**

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

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

## **B. Job Classification**

All position titles existing in the negotiations unit shall be classified by the Hospital into four (4) categories: Technical, Service/Maintenance, Paraprofessional and Clerical.

## **C. Direct Deposit**

Frequency of payment will continue as heretofore. All paychecks shall be delivered via direct deposit, as required by law, or if repealed, by agreement of the parties, on the Friday of each pay week. Pay stubs will clearly identify specific hours worked and compensated. Payroll errors will be corrected as soon as practicable following receipt of proof of the error.

## **D. Wage Structure**

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

1. The Probation Rate is the minimum rate at which a new hire may be employed for any given classification. The probation rate is defined as 50 cents per hour less than the then existing job rate. Upon successful completion of the 180 day probation period, employees will receive an increase in their base rate of pay to the Job Rate for their classification, or 50 cents per hour, whichever is greater.
2. The Job Rate is the benchmark rate of pay for each classification. The Probation Rate and the Two Year Rate are calculated based upon the established Job Rate for each classification.
3. The Two Year Rate is the minimum rate of pay a new hire may receive upon completion of two (2) years of qualified service, exclusive of leaves of absence. Upon completion of two (2) years of qualified service, employees will receive an increase in their base rate of pay to the Two Year Rate for their classification, or 3.0% of their base rate of pay, whichever is greater. Service shall be calculated based upon the employee's current date of hire with the Hospital in a regular full time or part time position.
4. The effective date for these adjustments shall be the first day of the first full pay period following completion of probation as a new hire or attainment of two (2) years' service.
5. New Hires shall be hired at the established entry level rate (Probation Rate), except that the Hospital shall have the right to hire, at its sole discretion, new employees at a higher entry rate not to exceed the then-existing rate for the two (2) year rate, provided the new hire has a minimum of four (4) years of outside relevant experience. Employees so hired will not receive adjustments to their pay rate upon completion of probation or two years of service.
6. The Hospital and Teamsters Local 97 agree that no new hire may be placed higher than the two year rate, except where extraordinary circumstances exist as determined by the Director of Human Resources Services and the Director of Compensation Services. The Hospital will provide the union with written notice of such exceptions within five (5) business days of such an offer being extended, which shall set forth the extraordinary circumstances deemed to exist.

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

**E. Salary Program July 1, 2018 - June 30, 2021**

- Contract Duration: July 1, 2018 through June 30, 2021 (3-year Agreement)
- Effective the beginning of the pay period closest to July 1, 2018 all employees who are active at the time of ratification of this Agreement, and who were employed by the Hospital as of July 1, 2018, shall receive a 2.0% across-the-board increase retroactive to the beginning of the pay period closest to July 1, 2018.
- The Job Rates shall be increased by 2.0% retroactive to the beginning of the pay period closest to July 1, 2018.
- Effective the beginning of the pay period closest to October 1, 2019, all employees who are active at the time of ratification of this Agreement, and who were employed by University Hospital as of October 1, 2019, shall receive a 3.0% across-the-board increase retroactive to the beginning of the pay period closest to October 1, 2019.
- The Job Rates shall be increased by 3.0% effective the beginning of the pay period closest to October 1, 2019.
- Effective the beginning of the pay period closest to July 1, 2020 all employees who are active at the time of ratification of this Agreement, and who are employed by University Hospital as of July 1, 2020, shall receive a 3.0% across-the-board increase.
- The Job Rates shall be increased by 3.0% effective the pay period closest to July 1, 2020.

**Shift Differential**

The shift differential will be \$2.00 per hour.

Shift differential will be paid to members of the negotiations 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 3:00 pm or before 6:00 am.

Employees assigned to the day shift in EMS as of November 21, 2006 shall be grandfathered with respect to their receipt of shift differential for hours worked after 3 PM. Individuals employed or transferred to the day shift subsequent to this date shall be paid shift differential consistent with the above guidelines.

**F.** All salary adjustments shall be subject to the terms and conditions of the appropriation legislation and administered consistent with the appropriate demands of the Hospital Compensation Plan and subject to the appropriation of and release to the Hospital by the State of adequate funding for the specific purpose identified for the full period covered by that Agreement.

**G.** The parties to this Agreement understand that the public services provided to the citizenry of the State of New Jersey requires a continuing cooperative effort. They hereby pledge themselves to achieve the highest level of service by jointly endorsing a concept of intensive productivity improvement which may assist in realizing that objective.

## **ARTICLE VIII**

### **HOURS OF WORK AND OVERTIME**

#### **A. Hours of Work**

1. The regularly scheduled standard workweek is assigned as either 35 hours, 37 1/2 hours, or 40 hours. Part-time staff are assigned workweeks shorter than the standard workweek, but at least 20 hours or more. A "day" is defined as the regularly scheduled workweek divided by 5.

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

3. Work schedules shall provide for a fifteen (15) minute rest period during each one half (1/2) shift. Staff who are required to work beyond their regular end of shift into the next shift shall receive a fifteen minute rest period when the period of work beyond their regular shift exceeds two (2) hours.

4. The Hospital agrees to give twenty-one (21) calendar days' written notice except in the event of an emergency to negotiations unit members when their schedule changes (workdays and/or work hours). Whenever practicable, schedule changes shall be offered to the most senior person in the impacted title. If the most senior negotiations bargaining unit member does not desire the schedule change, volunteers will be solicited.

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

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

7. Except for EMS 12 hour staff, the normal schedule shall include a provision for an unpaid meal period during the mid-portion of the work day. There shall be a minimum of a 30-minute unpaid meal period provided, except in emergency situations.

8. Any staff member required to be on call shall be compensated at the rate of \$2.75 per hour.

#### **B. Overtime**

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

2. All staff shall be compensated at one and one half (1 1/2) times the regular rate of pay for all hours worked in excess of forty (40) hours in a work week. Overtime pay and other premium pay shall not be pyramided.

3. Such overtime hours shall be compensated either by (a) cash, or (b) compensatory time off at the rate of one and a half (1 1/2) hours for each hour worked.

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

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

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

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

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

9. All overtime must be previously approved by a supervisor. Any hours worked beyond the scheduled work week shall be paid to the employee at the rate of straight time for work totaling less than 40 hours per week, or time and one half for any hours worked above 40 hours per week.

## **ARTICLE IX**

### **HOLIDAYS**

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

New Year's Day  
Martin Luther King's Birthday  
Good Friday  
Memorial Day

Independence Day  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas

2. Members of the negotiations unit will have six (6) float holidays. Except in case of an emergency, a request for Float Holiday, must be submitted to the staff member's supervisor for review and approval at least five (5) business days in advance of its use. Part-time staff members shall receive float holidays on a prorated basis (e.g. 50% staff working in a 40 hour title shall receive twenty-four (24) hours of float holidays per annum).

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

4. Supervisors shall have the right to require proof of an emergency. Failure of any staff member to supply such proof shall result in without pay for the day(s) and appropriate disciplinary action may be taken.

5. If an extra holiday is declared by the Hospital, the Hospital may designate the day the holiday will be observed. If the Hospital finds this impractical, then the staff member may schedule a day off for the extra holiday at his discretion with the supervisor's approval.

6. For work areas requiring seven-day coverage the Hospital will make every effort to rotate major holidays among the staff within the work area.

7. If a negotiations unit member is required to work on New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving or Christmas, he/she shall be paid at a rate of time and a half the regular rate of pay for all hours worked, in addition to receiving an alternate day off from work or payment at the option of management. If a negotiations unit member is required to work on the Day after Thanksgiving or Good Friday, he/she shall be paid at the basic rate, in addition to receiving an alternate day off.

8. All negotiations unit members hired or returning from unpaid leaves of absences between January 2 and July 1 of any year will be credited with three (3) float holidays within one full pay cycle after July 1. No float holidays will be credited for individuals hired or returning from leave from July 2 - December 31. (Individuals returning from leave from January 2 to July 1 will only receive the three float holidays if they did not already receive float holidays for the particular year).

## **SECTION B**

### Holidays for Twelve Hour Shift Staff

All full and part-time staff in active status January 1 of each year will be credited with six (i.e. 48 hrs.) float holidays and may use these holidays in accordance with Hospital Policy and this Article.

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

For the period July 1 through November 30 of each year of this Agreement, each staff member will be compensated, in a lump sum payment in December, for all four (4) Hospital designated holidays which fell within the period while the staff member was actively employed. A staff member not in active status on a day designated by the Hospital as a holiday will not receive compensation for such holiday.

For the period December 1, through May 30 for each year of this Agreement, each staff member will be compensated, in a lump sum payment in July, for all five (5) Hospital designated holidays which fell within this period while the staff member was actively employed.

A staff member not in active status on a day designated by the Hospital as a holiday will not receive compensation for such holiday. A staff member scheduled to work on a Hospital designated holiday will be compensated, in accordance with Hospital policy, at the rate of time and one-half his/her base rate of pay for all hours worked on the holiday. Such compensation will conform, where appropriate, to the treatment given Over-time pay in Article VIII-B3.

Upon termination of employment or upon transfer out of the twelve hour shift, the staff member will be compensated for accrued holiday pay for any Hospital designated holiday which has not been paid less any monies the staff member may owe the Hospital.

## ARTICLE X

### VACATIONS

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

#### A. Vacation Benefits

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

Amount of Service:

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

#### B. Vacation Schedules

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

### **C. Use of Vacation Time**

1. After the initial ninety (90) days of employment, vacation allowance may be taken as accrued. Vacation allowance must be taken by the end of the calendar year following the calendar year in which it is accrued.

2. A staff member may carry one (1) year of earned vacation time over into any new calendar year. If he/she wants to carry over more than one (1) year of earned vacation time, he/she may make this request in writing to the appropriate department head and the Director of Human Resources Services.

3. All regular part-time staff who are included in this negotiations unit shall accrue vacation leave credit on a proportionate basis.

4. Staff will not be charged for vacation leave on a holiday or for the scheduled day off in lieu of a holiday.

5. When a staff member is on vacation and requires sick leave for any portion of that vacation leave, he/she must immediately request the use of accumulated sick leave, in accordance with the Hospital policies through the designated authority. Such requests may be made by telephone, email or letter, but if by phone, should be confirmed by email or letter. No sick leave will be credited unless supporting medical evidence verifying the illness or injury is presented.

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

### **D. Notice Approval**

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

### **E. Separation**

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

Staff who resign and provide twenty one (21) days written notice, will be entitled to all accrued but unused vacation time, less any sick time advanced but not accrued as follows:

- Staff that resign with less than three (3) days' notice shall forfeit 100% of their accrued but unused vacation time;

- Staff that resign and provide at least fourteen (14) days, but less than twenty one (21) shall be entitled to 75% of their accrued but unused vacation time, less any sick time advanced but not accrued;
- Staff that resign and provide at least seven (7) days, but less than fourteen (14) shall be entitled to 50% of their accrued but unused vacation time, less any sick time advanced but not accrued;
- Staff that resign and provide at least three (3) days, but less than seven (7) shall be entitled to 25% of their accrued but unused vacation time, less any sick time advanced but not accrued.

If staff has approved vacation, Float Holiday, or scheduled sick time prior to the submission of resignation, which falls during the notice period, that time shall not count towards fulfilling the written notice.

If staff calls out sick after submitting resignation, they will be salary deleted unless a doctor's note is presented.

Notwithstanding the foregoing, staff that resigns due to documented unforeseen circumstances beyond the staff's control that required staff to resign without providing twenty one (21) days' written notice, shall be entitled to 100% of their accrued but unused vacation time, less any sick time advanced but not accrued, so long as staff provided the Hospital, at the time of resignation, with sufficient documentation in support of the unforeseen circumstances and as much notice of the resignation as was practicable under the circumstances.

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

After submitting a notice of resignation, a staff member shall only be eligible to use a maximum of two (2) float holidays within the last twenty-one (21) days of employment, provided the request(s) for such float holiday(s) are approved.

#### **F. Death**

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

## **ARTICLE XI**

### **SENIORITY AND TRANSFERS**

#### **A. Seniority**

##### **1. Job Promotion**

Seniority will be one of the criteria for job promotions.

##### **2. Seniority**

All regular staff shall be credited with seniority from date of hire with the Hospital upon completion of the initial one hundred eighty (180) day probationary period. Time spent on an authorized leave shall not count towards the probationary period. Only employees with prior UMDNJ service that were assigned to the Hospital without a break in service on July 1, 2013 shall receive credit for purposes of seniority for their prior UMDNJ service. The Hospital reserves the right to extend the initial probationary period up to an additional thirty (30) days for full and part-time staff.

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

4. Changes in Status

A voluntarily transferred, or promoted staff member serves a 90-day probationary period on the new job with a possible 90 day extension. Time spent on an authorized leave shall not count towards the probationary period. If the staff member fails to perform satisfactorily he/she shall retain the right to return to his/her former job (if still available ) or placed in a suitable open position. If no suitable open position is available, the employee will be placed on lay-off and on the recall list for one year.

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

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

5. Termination of Seniority

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

**B. Transfers**

1. Voluntary Transfers

a. The Human Resources Department shall prepare for posting on the Hospital web site all actual or anticipated regular vacancies within the Hospital.

b. Non probationary staff who wish to make application for any such vacancy shall submit their applications on-line via the Hospital's web-based tracking system.

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

d. All accumulated leave benefits will be transferred with the staff member.

e. When an eligible staff member is not transferred for reasons other than lack of seniority, such staff member shall be notified of the reasons for denial of transfer in writing by the Human Resources Department.

f. Staff may attend internal job interviews during work hours without loss of pay or accruals provided that prior approval has been obtained from his/her Department Head.

2. Involuntary Transfer

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

b. Where requested, the Human Resources Department shall furnish to the staff member who has been transferred, an explanation in writing for the transfer.

c. All accumulated leave benefits will be transferred with the staff member.

**C. Contracting Services**

1. If the Hospital contemplates contracting for work normally performed by staff covered by this Agreement, the Hospital agrees that at least four weeks (28 calendar days) prior to the execution of such contract, to meet with the Union for discussion of the proposed contract.

2. If such a contract is executed, the Hospital agrees to give displaced staff consideration concerning other positions at the Hospital for which they are qualified.

**D. Layoff, Placement and Bumping**

Staff members must meet all requirements for a position before they will be allowed to fill or bump into it. If an employee fills a vacant position or bumps into a position in a different Department, the Hospital shall provide a suitable orientation relative to Department specific processes and procedures.

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

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

b. Second, if a vacancy pursuant to "a" above is not available, the employee will be offered the opportunity to fill a vacancy in the employee's immediate prior title in the Hospital. No probationary period for employees with 10 or more years of Hospital seniority. If the employee opts not to fill a vacancy offered under this section, the employee may opt to be placed on the recall list or to proceed to "c" below.

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

d. Fourth, if the employee is not offered the opportunity to bump pursuant to "c" above, the employee may bump the least senior employee in the Hospital in his/her immediate prior title. If the employee opts not to exercise his/her bumping rights under this section, the employee may opt to be

placed on the recall list. No probationary period for employee with 10 or more years of University Hospital seniority.

e. Fifth, if an employee is not offered a vacancy pursuant to “a” or “b”, or the opportunity to bump pursuant to “c” or “d” above, an employee may opt to fill a vacancy in a lower classification in the Job Series which includes the employee’s job title at the time of layoff, as shown in Appendix B. If there is no such vacancy available in that Job Series, the employee may bump down into a lower classification in the Job Series which includes his/her title at the time of layoff as shown in Appendix B. Either of these moves will constitute a voluntary demotion, and the employee will no longer have rights to a position in his/her title at the time of layoff, or to his/her immediate prior title. No probationary period for employees with 10 or more years of University Hospital seniority.

f. Recall: Hospital seniority will prevail on recalls made within one (1) year of layoff.

#### **E. Successorship**

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

## **ARTICLE XII**

### **STAFF BENEFITS**

#### **A. Health and Retirement Benefits**

The Hospital shall participate in the State Health Benefits Plan in accordance with the Plan administered by the State Health Benefits Program. Participation is subject to continuation of the program by the State Health Benefits Plan, and subject to all applicable rules and regulations. Should negotiations or legislative action change these benefits for employees during the life of this contract, the benefits for eligible members of the unit shall change accordingly. Should State Health Benefits Plan in accordance with the Plan administered by the State Health Benefits Program discontinue NJDirect 15 for University Hospital employees the parties agree to re-open the Collective Negotiations Agreement (July 1, 2018 – June 30, 2021) to negotiate this provision only.

#### **B. Staff Protection**

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

#### **C. Uniforms**

University Hospital will continue to provide the annual uniform allowance for EMS staff in the amount \$750 for full time or .9 FTE employees who have completed six (6) months of employment and \$375 for part time employees.

The uniform allowance shall continue to be paid even if the agreement expires.

**D. Physical Examination**

Prior to the start of employment, the Hospital will provide each new hire with a physical examination. Thereafter, an examination will be provided if required or permitted by the appropriate accrediting authority, the Hospital, or by State and/or Federal law.

**E. Tuition Refund Plan**

Those employees that meet the eligibility requirements as set forth in Hospital's Tuition Assistance Program shall be eligible for tuition reimbursement for courses meeting the applicable criteria set forth in the Tuition Assistance Program. To receive reimbursement, employees must follow the procedural steps outlined in the Tuition Assistance Program. The maximum reimbursement shall be \$3700 per calendar year.

The Hospital agrees to reimburse employees who have been employed at University Hospital for more than one (1) year tuition/registration fees associated with maintaining "certifications" required by the Hospital or the State of New Jersey for the position in which they are currently employed by the Hospital. The reimbursement shall not include the cost for books or certification renewal fee. Such reimbursement shall be charged to the employee's tuition reimbursement allowance. Within ninety (90) days of completion of the seminar, the signed certificate/proof of attendance shall be submitted to Human Resources and reimbursement will be paid within six (6) weeks of submission.

**F. Preceptor Pay (EMS)**

Effective January 2, 2000, EMS Paramedics or EMT's will receive an additional one dollar (\$1.00) per each hour functioning as a preceptor.

**G. Dental Care Program**

The Hospital shall participate in the State administered Dental Care Program in accordance with the Plan administered by the State Health Benefits Program ("SHBP") and subject to continuation of that Program by the SHBP, and further subject to all applicable rules and regulations. Should negotiations or legislative action change these benefits for employees during the life of this contract, the benefits for eligible members of the unit shall change accordingly.

**H. Temporary Disability Plan**

Employees are covered by the State of New Jersey Temporary Disability Plan. It is a shared cost plan which provides payments to employees who are unable to work as a result of non-work connected illnesses or injuries. For employees applying for New Jersey Temporary Disability, they must use up to two (2) weeks of accrued sick time based on the standard week of their job classification which will be pro-rated for Part-Time employees. However, no employee shall be required to use any accrued sick time which would result in their having less than one (1) weeks' worth of that time. This will be pro-rated for Part-Time employees. Eligibility shall be subject to continuation of the program by the State of New Jersey and further subject to applicable rules and regulations. Should negotiations or legislative action change these benefits for employees during the life of this contract, the benefits for eligible members of the unit shall change accordingly.

**I. Prescription Drug Program**

The Hospital shall participate in prescription program that is provided through the State Health Benefits Program in accordance with the Plan administered by the State Health Benefits Program. Participation is subject to continuation of the program by the State Health Benefits Plan, and subject to all applicable rules and regulations. Should negotiations or legislative action change these benefits for employees during the life of this contract, the benefits for eligible members of the unit shall change accordingly.

**J. Parking**

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

**ARTICLE XIII**

**CLASSIFICATION OF NEW JOB TITLES AND JOB DESCRIPTIONS**

A. When a new position is created during the life of this agreement, the Hospital shall designate the job classification for said position. In the event the Union objects to the designated rate, it shall have the right to submit its objections and supporting data in writing to Compensation Services. The decision by Compensation Services shall be final.

B. The Hospital shall upon written request provide the Union with a copy of any job description within the Unit. The Hospital shall further provide copies of new job descriptions or those job descriptions which are changed.

C. 1. Appointment to an acting position and the determination of the appropriate compensation for such appointment shall be in accord with the Hospital's "Acting Appointments and Interim Appointments" policy. Such appointment must cover at least thirty (30) consecutive calendar days and be assumed on a full-time basis. The Hospital will provide notification to the Union of acting appointments within 60 days.

2. The Hospital will provide notification to the Union of acting appointments within six (6) months of each appointment.

D. The Hospital agrees to inform the Union of changes in the status of staff members who are placed in confidential status.

## ARTICLE XIV

### STAFF MEMBER PERFORMANCE EVALUATION

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

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

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

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

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

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

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

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

## ARTICLE XV

### LEAVES OF ABSENCE

#### A. Sick Pay and Leaves of Absence

Sick pay and leaves of absence shall be in accordance with Hospital Policies. A leave of absence is defined as: an unpaid absence from work for a continuous and specific period of time with the consent of the Department Head and with the understanding that the staff member will return to work at the conclusion of the leave.

#### B. Sick Pay

1. Effective January 1, 2001, all negotiations unit members shall receive one sick day per month.

2. Beginning January 1, 1997, staff with five (5) or more years of service will be eligible for an emergency advance of up to one (1) year's equivalent of sick leave under the following circumstances:

A. At least twenty (20) days have been or will have been continuously used for the same emergency immediately before any of the advanced days. These days must have been used to cover absences for illness.

B. The staff member has not been the subject of a written warning, suspension or any other discipline for attendance within the previous year. All evaluations over the last two (2) 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 Director of Human Resources Services or his/her designee.

E. The approval/disapproval of the application for the emergency advance of sick leave is grievable up to Step II of the Grievance Procedure. The decision of the Step II Hearing Officer is subject to arbitration limited to the issue of whether procedural requirements have been met for denial of the benefits.

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

4. Staff are required to comply with the departmental call in procedure. If the illness extends beyond one day, the staff member must continue to call in ill each day unless they have already indicated to

their supervisor an expected return date. If the illness extends beyond the expected return date he/she must call in with a new expected return date.

5. Staff taken ill while on duty and who leave their work station with their supervisor's permission shall be paid for the time spent on the employer's premises and may use accrued sick leave if they desire payment for the balance of the work shift. Staff may be excused by their supervisor.

6. Whenever a regular staff member retires, except a staff member who elects deferred retirement, pursuant to the provisions of a state administered retirement system and has to his/her credit any accrued sick leave, he/she shall be compensated for such accrued sick leave as follows:

a. The supplemental compensation amount payment shall be computed at the rate of one-half (1/2) of the eligible staff member's daily rate of pay for each day of unused accumulated sick pay accruals based upon the average annual base rate of compensation received during the last year of his/her employment prior to the effective date of his/her retirement provided however that no lump sum supplemental compensation payment shall exceed \$15,000.

b. The compensation shall be paid in accordance with the State rules then applying.

C. **New Jersey Earned Sick Leave**

1. Employees accrue one (1) hour New Jersey Earned Sick Leave for every 30 hours worked for a maximum of forty (40) hours in a benefit year (July 1<sup>st</sup> to June 30<sup>th</sup>).

2. Employees can only carryover forty (40) hours of New Jersey Earned Sick Leave from one (1) benefit year (July 1<sup>st</sup> to June 30<sup>th</sup>) to the next.

3. Employees must use only forty (40) hours of New Jersey Earned Sick Leave in a benefit year. New Jersey Earned Sick Leave shall run concurrently with FMLA and NJFLA.

D.. **Bereavement Leave**

1. **Immediate Family Member**

At the time of death of an immediate family member, an employee will be granted bereavement leave hours equal to up to three (3) standard work days based on their position classification as defined in Article 5.08 provided paid sick leave or other paid leave is accumulated to the credit of the employee and is so charged. The employee will be salary deleted if employee has no available time to use.

Three (3) standard work days shall be equivalent to the following number of hours based on the position classification as defined in Article 5.08.

If an employee's position classification is 35 hours per week they shall receive 21 hours of bereavement leave for the death of an immediate family member.

If an employee's position classification is 37.5 hours per week they shall receive 22.5 hours of bereavement leave for the death of an immediate family member.

If an employee's position classification is 40 hours per week they shall receive 24 hours of bereavement leave for the death of an immediate family member.

Regular Part-Time employee will receive pro-rated benefits.

Members of the immediate family are defined as spouse, domestic partner, civil union partner, parent, child, grandparent, grandchild, brother or sister, parent-in-law, or other relative or significant other living in the employee's household. The definition of "parent" and "child" is as defined by the Hospital's FMLA policy.

## 2. Other Family Member

When the death of a brother-in-law or sister-in-law, aunt or uncle, niece or nephew occurs, up to one (1) standard work day, as defined in Article 5.08, for bereavement leave will be granted to an employee, provided paid sick leave or other paid leave is accumulated to the credit of the employee, and is so charged. The employee will be salary deleted if employee has no available time to use.

## 3. Use Within Thirty (30) Days

Bereavement leave time must be used within thirty (30) days of informing Management of the death of the family member. If an employee requests to use bereavement leave time beyond the thirty (30) day period, such request shall not be unreasonably denied.

## 4. Extension of Bereavement Leave

If an employee wishes to extend the leave beyond that described above due to travel or other responsibilities, such request will not be unreasonably denied, but that time will be deducted from the employee's accumulated vacation or float holiday time. If vacation or float holiday time is not available, employee may request unpaid leave. Documents justifying the extension of bereavement leave must be produced.

## 5. Proof of Death

Management retains the right to request and receive written verification of the death. (Examples may include a funeral program or obituary.)

## 6. Eligibility

The following employees are eligible to receive bereavement leave benefits: Regular Full-Time employees, Regular Part-Time employees employed for twenty (20) hours or more per week and Full-Time Temporary Employees employed for six (6) months or more. Regular Part-Time employees will receive pro-rated benefits. Casual, Per Diem, and Part-Time Temporary employees are not entitled to benefits provided by this section.

**E.. FMLA Leave**

The parties agree to adopt and apply the terms of the Hospital's FMLA Policy, currently applicable to the Hospital's non-Union employees, to current negotiations unit employees. The policy will apply to new hires effective immediately.

**F.. Military Leave**

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

**G.. Jury Duty**

1. A staff member covered by this Agreement shall be granted necessary time off without loss of pay when he/she is summoned and performs jury duty as prescribed by applicable law.

2. In no case will Jury Duty be granted or credited for more than the standard work day or work week for the staff member's position. The staff member shall notify management immediately of his requirement for this leave, and subsequently furnish evidence that he performed the duty for which the leave was requested.

**H.. Leaves of Absence Due to Work Related Injury**

1. If an employee becomes disabled because the injury occurred during the course of the employee's job, except as provided below, payment during such leave shall be made in accordance with the New Jersey Worker's Compensation Act.

2. Employees in the negotiations unit who become disabled because of a job related injury which occurs while performing assigned job duties and functions, shall be granted a leave of absence if approved by Hospital Risk Management:

- a. Except as provided for in sub-paragraph (f) below, leave of absence shall not exceed 12 weeks.
- b. The first 8 weeks shall be paid at 100% of base rate salary, without shift differential, preceptor, education, or overtime pay.
- c. The 4 additional weeks, if required as documented by the authorized Worker's Compensation treating physician, through Hospital Risk Management, shall be paid at 70% of base rate salary. During this period, employees may not supplement payment by applying available sick, vacation, or float holiday balances.
- d. Leave of absence shall be concurrent with any leave granted under the Hospital's FMLA policy.
- e. During leave of absence, the employee will accrue leave time, seniority, and other benefits.

- f. If additional leave is required, beyond twelve (12) weeks, as documented by authorized Worker's Compensation treating physician, through Hospital Risk Management, payment will be made in accordance with New Jersey Worker's Compensation Act.

3. If an employee is not approved by the Hospital Risk Management for leave of absence under this Article, application may be made for leave under the Hospital's FMLA policy. The terms of the leave shall be governed by the Hospital's FMLA policy

**I.. Personal Leave**

In certain circumstances staff may be permitted to take unpaid leaves of absence from their positions with the Hospital. Leaves of absence may be applied for and are available to regular full-time and part-time staff working more than twenty (20) hours per week provided they have completed six months of continuous service. Requests for leave of absence, the reasons for the leave and duration must be submitted in writing to the staff member'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 length of unpaid personal leave pursuant to this subsection shall be one month. The maximum length of unpaid personal leave for education purposes however, shall be six months in a calendar year.

**J.. Return from Leaves**

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

**ARTICLE XVI**

**POLICY AGREEMENTS**

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

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

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

## ARTICLE XVII

### HOSPITAL - UNION BUSINESS

#### A. Union Activity

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

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

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

#### B. Union/Hospital Representation

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

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

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

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

5. It is agreed that the Union will appoint or elect a maximum of one Shop Steward for each one hundred members of the negotiations unit. There will be a minimum of fifteen (15) stewards during the life of the agreement. The following officers listed below will be recognized by the Hospital in their defined authority to act for the Union:

President, Secretary-Treasurer, Attorney of Record, 3 Business Agents, and Consultants designated by the Union.

### **C. Union Privileges**

The following privileges shall be made available to the Union, provided they are not abused and subject to all pertinent rules and regulations of the Hospital:

1. Telephone calls from Teamsters Local 97 to Union Officers or Shop Stewards will be taken directly by the Officer unless he/she is not available in which case a message shall be transmitted to the Officer as soon as possible.

2. Where the Union has mail to be delivered to its Officers or Shop Stewards, the interoffice mail system will be made available, provided that priority is retained for the business of the Hospital.

3. The Union shall be allowed to conduct normal business meetings on Hospital properties, provided that space is available, requests are made and approved at least one (1) week in advance of the proposed date of use and that liability or the damages, care and maintenance and any costs which are attendance thereto are borne by the Union. Staff may attend such meetings only during off duty hours.

### **D. Reassignment (for Union Officers and Stewards)**

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

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

### **E. Bulletin Boards**

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

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

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

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

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

#### **F. Union Dues Deductions**

1. The Hospital agrees to deduct from the regular paycheck of staff included in this negotiations unit, dues for the Teamsters Local 97, provided the staff member authorizes such deduction in writing in proper form to the Human Resource Office.

2. Union dues deductions from any staff member in this negotiating unit shall be limited to the Teamsters Local 97, the duly certified majority representative.

3. Dues or fees so deducted by the Hospital shall, within ten (10) days of the date of deduction, be transmitted to the designated officer of the Union, together with a listing of the staff included.

4. The Secretary-Treasurer of the Union shall certify to the Hospital the amount of Union dues and shall notify the Hospital of any changes in dues structure thirty (30) days in advance of the requested date of such change.

5. The Hospital shall deduct the union dues from a new staff member as soon as possible after thirty (30) days from the beginning date of employment in a position in this unit.

6. Staff members may withdraw authorization for dues deduction by providing a written notice to Office of Human Resources during the thirty (30) days following each anniversary date of their employment. Within five (5) days of receipt of the notice from the employee of revocation of authorization for the payroll deduction of dues, University Hospital shall provide notice to Union of an employee's revocation of such authorization. An employee's notice of revocation of authorization for payroll deduction of Union dues shall be effective on the forty fifth (45<sup>th</sup>) day after the anniversary date of employment.

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

8. Hospital Held Harmless

The Union hereby agrees that it will indemnify and hold the Hospital harmless from any claims, actions or proceedings brought by any staff member in the negotiations unit which arises from deductions made by the Hospital in accordance with this provision. The Hospital shall not be liable to the Union for any retroactive

or past due representation fee for a staff member who was identified by the Hospital as excluded or confidential or in good faith was mistakenly or inadvertently omitted from deduction of the representation fee.

#### **G. Leave for Union Activity**

The Hospital agrees to provide leave of absence with pay for delegates of the Union to attend Union activities. A total of fifteen (15) days of such leave may be used each year of this Agreement. The total is an aggregate total for the entire negotiations unit. If additional days are necessary, a written request will be made to the Hospital's Human Resources Department for consideration.

This leave is to be used exclusively for participation in regularly scheduled meetings or conventions of labor organizations with which the Union is affiliated or for training programs for Stewards and Union Officers (to the extent that they are Hospital employees) and for which appropriate approval by the Hospital is required. Written notice, from the Union of the authorization of an individual to utilize such leave time shall be given to Human Resources at least twenty-one (21) days in advance of the date or dates of such meeting except in an emergency, less notice may be given. Granting of such leave to a staff member shall not be unreasonably withheld by the Hospital.

Leave will be granted to individuals authorized by the President or the Secretary-Treasurer of the Union, but shall be limited to a maximum of ten (10) days of paid leave in a year period and five (5) days of paid leave for any single conference or convention for any individual staff member except in the case where special approval or an exception may be granted by the Hospital.

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

#### **H. Grievance Investigation - Time Off**

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

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

## **I. Membership Packets**

The Union may supply membership packets which contain information for distribution to new staff, including the role of the Union, the membership application and a copy of this Agreement, as well as other material mutually agreed to by the Hospital and the Union. The Hospital agrees to distribute such membership packets to new staff during the initial phase of employment. The Hospital will provide a thirty (30) minute period during the new staff member's orientation period to allow a Teamsters Local 97 representative to meet and explain the Union's responsibilities. If the Local representative cannot be present during such orientation period, the Local Union President, or designee will be allowed to make such a presentation to a maximum of twelve (12) times per year.

**J.** The Hospital shall maintain a union data library which shall contain the following information of the negotiations unit: name, Hospital ID, date of hire, job title, unit, status (FT, PT), classification (salary table and grade), salary, home address, and Hospital email address. Access to the Union library will be limited to a person(s) designated by the Union and agreed to with the Director of Labor Relations or his/her designee.

## **ARTICLE XVIII**

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

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

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

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

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

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

## ARTICLE XIX

### CRIMINAL BACKGROUND CHECKS

Section 1. The parties recognize that the ability of the Hospital to perform criminal background checks on employees is necessary to maintain the integrity of the Hospital and therefore the safety and the security of all its employees and patients and the community. Therefore, the Hospital may, upon reasonable suspicion, perform criminal background checks on employees. The reasonable suspicion determination must be made by the Chief Human Resources Officer or designee with Human Resources. Should an employee refuse to allow the Hospital to perform a criminal background check, that employee may be disciplined up to and including termination. The Hospital will conduct all criminal background checks consistent with the requirements of applicable law. If requested by the Union within 7 days of the Hospital's decision to conduct a criminal background check, the Hospital shall, within 7 days of receipt of such written requires, provide a written explanation to the employee and Union describing the basis for the reasonable suspicion finding by management.

Section 2. If a criminal background check reveals any criminal conviction which had not been previously revealed to the Hospital, the Hospital will meet with the employee to discuss an appropriate action. If the employee requests the presence of a Union representative at this meeting, the Hospital must hold this meeting with the employee and a Union representative, so long as the Union representative is available and does not cause the meeting to be unreasonably delayed.

Section 3. Criminal background checks will be kept confidential to extent practicable. An employee who received a negative report will be notified as required by law.

## ARTICLE XX

### DRUG AND ALCOHOL TESTING

Section 1. The Hospital and the Union agree to maintain a safe, healthy and productive work environment for all employees, to provide thorough and effective patient care, to maintain the integrity and security of the workplace, and to perform all of these functions in a fashion consistent with our responsibilities to the communities which we serve. An employee who works or attends work under the influence of drugs or alcohol, or who refuses to take an alcohol/drug test when directed to do so pursuant to this Article, shall therefore be subject to disciplinary action up to and including termination.

Section 2. Pursuant to these goals, employees will be required to undergo an alcohol/drug screening test in each of the following instances:

- A. When the Hospital has reasonable suspicion, based upon the behavior or demeanor of an employee, to believe that the employee's ability to perform their job duties is impaired;
- B. After an on duty accident if there is reasonable suspicion by management that impairment may have contributed to the accident and there was injury to anyone requiring medical treatment or lost time form work or property damage of over \$500.00; and

C. When any applicable federal or state law requires.

Reasonable suspicion assessments referenced in this Section shall only be made by supervisory or managerial employees that have been trained to identify the behaviors associated with impairment based on drug or alcohol use.

Section 3. It is understood and agreed that the Hospital's failure to require an alcohol or drug screen in any individual circumstance shall not constitute a waiver of the Hospital's right to require such a screen in other circumstances. An employee required to submit to a drug/alcohol screening test under this policy shall report to the test site promptly upon being requested to do so and shall execute all necessary consent forms required. Prior to implementing or modifying a consent form, the Hospital shall submit it to the Union for review.

Section 4. Employee will be transported for testing, if necessary, by car service or other reasonable means of transportation as determined by management. If requested by the employee, a shop steward can accompany the employee to the testing site, so long as the shop steward is available and does not cause an unreasonable delay in getting the employee to the testing site. Employee, including the shop steward if applicable, will be paid for the remainder of the workday at their regular hourly rate of pay, and for overtime if the test goes beyond the regular workday.

Section 5. All drug and alcohol testing shall be conducted only by a certified laboratory. The Hospital will request split specimen testing for all drug and alcohol tests pursuant to this Article. The laboratory's inability to perform a split specimen test based on an insufficient sample shall have no effect on the Hospital's ability to take disciplinary action. Screening shall test for presence of alcohol, amphetamines, THC, cocaine, opiates, phencyclidine, barbiturates, benzodiazepines, methaqualone, methadone, propoxyphene, hallucinogens, inhalants, anabolic steroids, hydrocodone and MDMA.

Section 6. The Hospital shall provide an opportunity for assistance to employees having a drug/ alcohol problem that the employee voluntarily discloses. Any employee that voluntarily discloses a drug/alcohol dependency problem to the Hospital, prior to notification that a screening test is to be administered, shall be provided a leave of absence for drug/alcohol rehabilitation. The employee may use any paid leave that he or she has available. If the employee does not use paid leave, the leave of absence shall be without pay. Upon proof of successful completion of a rehabilitation program, the Hospital will reinstate the employee to an equivalent position in the same job title and at the same base pay as the position held by the employee prior to the leave of absence. Upon being reinstated, said employee shall be subject to random drug/alcohol screening for a period of two (2) years from the date of reinstatement. Should such employee subsequently test positive to a drug/alcohol screening test, the employee may be disciplined up to and including termination, at the Hospital's sole discretion. The provisions of this Section shall be subject to the following:

- a. No employee may utilize the provisions providing for the opportunity for assistance, as set forth above, more than once during their employment with the Hospital, unless required by applicable law;
- b. The fact that an employee voluntarily discloses a drug/alcohol dependency problem to the Hospital does not preclude the Hospital from disciplining the employee for events that led up to the voluntary disclosure if the employee's actions were in violation of Hospital rules, policies or procedures;
- c. Any leave pursuant to this Section shall run concurrently with FMLA Leave, if applicable

- d. The maximum length of a leave of absence that will be provided to any employee under this Section shall be six (6) months, except where an employee is using their own accrued time from the outset of the leave of absence, in which case the employee will be permitted to take a paid leave of absence until all of their accrued time has been utilized. No employee, however, may utilize accrued leave time to extend a leave of absence beyond 6 months when the employee took any portion of the first six months of the leave of absence as unpaid. The maximum length of paid leave time will be twelve (12) months. Any employee still unable to return to work after this period of leave may be terminated by the Hospital.
- e. An employee that is on a leave of absence pursuant to this Section shall provide written documentation, which provides an update on the status of their ability to return to work, every 30 days following the first day of such leave of absence. The written documentation must be from the facility where the employee is receiving treatment/counseling for his or her drug/alcohol dependency problem. An employee that fails to timely provide this documentation shall be subject to discipline up to and including termination.

## **ARTICLE XXI**

### **PRESERVATION OF RIGHTS**

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

## **ARTICLE XXII**

### **A. Legislative Action**

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

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

### **B. Savings Clause**

If any provision of this Agreement shall conflict with any Federal or State law or Rules or Regulations of a State Regulatory body, or have the effect of eliminating or making the State ineligible for Federal funding, that

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

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

## **ARTICLE XXIII**

### **COMPLETE AGREEMENT**

The Hospital and the Union acknowledge this to be their complete Agreement inclusive of all negotiable issues whether discussed 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 policies or modifications of existing rules and policies governing mandatorily negotiable terms and conditions of employment shall be presented to the Union and negotiated upon the request of the Union as may be required pursuant to the New Jersey Employer-Employee Relations Act.

## **ARTICLE XXIV**

### **AVAILABILITY OF CONTRACTS**

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

## **ARTICLE XXV**

### **TERM OF AGREEMENT, SUCCESSOR AGREEMENT AND NEGOTIATION PROCEDURES**

#### **A. Term of Agreement**

This agreement shall become effective on the date when the Union presents written certification of proper ratification to the Hospital and shall remain in full force and effect from July 1, 2018 to June 30, 2021 . The certification shall be effective if delivered to the Hospital 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 its desire to terminate, modify or amend the Agreement. Such notice shall be by certified mail ninety (90) days prior to the expiration of the contract, or for 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, 2021 8, subject to the provisions above.

**C. Negotiations Procedures**

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

2. For the purpose of giving notice as provided in this Article, the Hospital may be notified through the Chief Human Resources Officer, 150 Bergen Street, Newark, New Jersey 07101 and the Union through IBT Local 97, 136 Central Avenue, Clark, New Jersey 07066.

**In Witness Whereof**, the University Hospital and the International Brotherhood of Teamsters have caused this agreement to be signed by their authorized representatives.

UNIVERSITY HOSPITAL

INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS Local 97

\_\_\_\_\_  
Shereef Elnahal, M.D.  
President and Chief Executive Officer

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

\_\_\_\_\_  
Gerard A. Garcia  
Chief Human Resources Officer

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

\_\_\_\_\_  
Eva Serruto, Esq.  
Director, Labor Relations

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

## APPENDIX A

### JOB SERIES TITLES

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

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

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

<b><u>Patient Scheduler Series</u></b>		<b><u>Table</u></b>	<b><u>Salary Grade</u></b>
Principal Receptionist/Patient Scheduler		TC	1675
Senior Receptionist/Patient Scheduler		TC	1550
Receptionist Patient Scheduler		TC	1400

**APPENDIX B**

**CLERICAL TITLES**

TC TABLE

<b>TITLE</b>	<b>Table</b>	<b>Grade (Rate ID)</b>
ACCESSION AREA CLERK	TC	1325
ACCESSION AREA TECHNICIAN	TC	1325
ACCOUNTS CLERK	TC	1475
ACCOUNTS PAYABLE EXPEDITOR	TC	1475
ACCOUNTS PAYABLE TECHNICIAN	TC	1725
ACCOUNTING ASSISTANT	TC	1700
ACT HD CLERK	TC	1850
ADMINISTRATIVE ASSISTANT	TC	1925
ADMINISTRATIVE ASSISTANT	TC	2000
ADMINISTRATIVE ASSISTANT/BLS INSTRUCTOR	TC	1925
ADMITTING SERVICES SPECIALIST I	TC	1650
ADMITTING SERVICES SPECIALIST II	TC	1575
BED MGMNT COORDINATOR	TC	1850
BILLING SPECIALIST	TC	1925
BILLING TECHNICIAN	TC	1850
BILLING TECHNICIAN I	TC	1925
BILLING TECHNICIAN PRECERTIFICATION/REGISTRATION	TC	1850
CLAIMS REVIEWER	TC	1850
CLERK TYPIST	TC	1200
CLINICAL ASSISTANT	TC	1400
CODER/BILLING TECHNICIAN	TC	1950
CODING SPECIALIST	TC	2325
COMMUNITY HEALTH WORKER	TC	1400
COORDINATOR CONCIERGE SERVICES	TC	1600
COURIER CLERK	TC	1325
CREDIT & COLLECTIONS COORDINATOR	TC	1925
CUSTOMER SERVICE RECEPTIONIST	TC	1325
D P I/O CONTROL SPECIALIST I	TC	1925
D P I/O CONTROL SPECIALIST II	TC	1850
D P I/O CONTROL SPECIALIST III	TC	1775
DATA CONTROL CLERK I	TC	1850
DATA CONTROL CLERK II	TC	1675
DATA CONTROL COORDINATOR	TC	1975
DISCHARGE CLERK	TC	1700
DISPENSARY CLERK	TC	1400
ELECTRONIC IMAGING TECHNICIAN	TC	1700
EMERGENCY ROOM CODER	TC	2450
ENROLLMENT SERVICES REPRESENTATIVE	TC	1925
EQUIPMENT CONTROL CLERK	TC	1450

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

<b>TITLE</b>	<b>Table</b>	<b>Grade (Rate ID)</b>
PATIENT ACCOUNTS CLERK I	TC	1850
PATIENT ACCOUNTS CLERK II	TC	1800
PATIENT ACCOUNTS REPRESENTATIVE	TC	1850
PATIENT FLOW COORDINATOR	TC	1850
PATIENT RECEPTIONIST	TC	1350
PATIENT SERVICES REPRESENTATIVE I	TC	1850
PATIENT SERVICES REPRESENTATIVE II	TC	1475
PATIENT SERVICES REPRESENTATIVE/DRIVER	TC	1550
PAYROLL TECHNICIAN	TC	1925
PAYROLL TECHNICIAN UH	TC	1850
PHYSICIAN SERVICES CODER	TC	1950
PREVENTIVE MAINTENANCE CLERK I	TC	1825
PREVENTIVE MAINTENANCE CLERK II	TC	1675
PRINCIPAL CLERK	TC	1475
PRINCIPAL CLERK TYPIST	TC	1500
PRINCIPAL DATA CODER	TC	1350
PRINCIPAL FILE CLERK	TC	1450
PRINCIPAL MEDICAL RECORDS CLERK	TC	1625
PRINCIPAL RECEIPT PATIENT SCHED	TC	1675
PROCUREMENT COORDINATOR	TC	1925
PROPERTY CONTROL ASSISTANT	TC	1500
PROVIDER/BILLING CREDENTIAL SPECIALIST	TC	2150
RADIOLOGY SERVICES REPRESENTATIVE	TC	1550
RECEPTIONIST PATIENT SCHEDULER ACCESS	TC	1400
RECEPTIONIST	TC	1250
RECEPTIONIST CLERK TYPIST	TC	1350
RECEPTIONIST PATIENT SCHEDULER	TC	1400
RECEPTIONIST RECORDS CLERK	TC	1250
RECEPTIONIST/VISITOR SCHEDULER	TC	1400
RECORDS CLERK PHYSICAL PLANT	TC	1400
RECORDS STATISTICS CLERK	TC	1400
REGIONAL SCHEDULER	TC	1475
SCHEDULING ASSTISTANT RECEPTIONIST	TC	1325
SECRETARY I	TC	2000
SECRETARY II	TC	1850
SECRETARY III	TC	1700
SECRETARY IV	TC	1475
SR ACCOUNTS CLERK	TC	1925
SR CASHIER	TC	1700
SR CLERK	TC	1325
SR CLERK OFFICE ASSISTANT	TC	1400
SR CLERK RECEPTIONIST	TC	1325
SR CLINIC SERVICES ASSISTANT	TC	1650
SR CLINIC SERVICES REPRESENTATIVE	TC	1925

<b>TITLE</b>	<b>Table</b>	<b>Grade (Rate ID)</b>
SR CUSTOMER SERVICE RECEPTIONIST	TC	1400
SR DEMO	TC	1375
SR FILE CLERK	TC	1325
SR FINANCIAL COUNSELOR	TC	1925
SR FINANCIAL ASSIST ADVISOR	TC	2025
SR MEDICAL RECORDS CLERK	TC	1550
SR MEDICAL TRANSCRIBER	TC	1850
SR PATIENT ACCESS REPRESENTATIVE	TC	1925
SR RECEPTIONIST PATIENT SCHEDULER	TC	1550
SR RECEPTIONIST RWJ PROFESSIONAL CENTER	TC	1325
SR RECEPTIONIST SWITCHBOARD OPERATOR	TC	1475
SR REGIONAL SCHEDULER	TC	1925
SR SCHEDULER/PATIENT LIAISON	TC	1775
STAFFING CLERK	TC	1675
TRAUMA REGISTRAR	TC	2325
UNIT CLERK	TC	1300
UNIVERSITY HOSPITAL GREETER	TC	1200
WORD PROCESSING SPECIALIST I	TC	1825
WORKFORCE MANAGEMENT SPECIALIST	TC	1925

## PARAPROFESSIONAL TITLES

### TP TABLE

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

**SERVICE AND MAINTENANCE TITLES**TS SCALE

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

<b>TITLE</b>	<b>Grade (Rate ID)</b>
LEAD STERILIZATION TECHNICIAN	1550
LEAD TRANSPORT DISPATCH COORDINATOR	1625
LINEN SERVICES ASSOCIATE	1100
MEDICAL ASSISTANT	1325
MEDICATION AIDE	1375
MENTAL HEALTH SPECIALIST IV	1475
MENTAL HEALTH SPECIALIST TRAINEE	1175
MORGUE ATTENDANT	1475
MORGUE CUSTODIAN	1700
NURSING ASSISTANT	1375
NUTRITION CARE ASSISTANT	1400
OPHTHALMIC INSTRUMENT/PATIENT SERVICES TECHNICIAN	1500
ORDERING/RECEIVING CLERK	1325
PATIENT SITTING	1100
PERIOPERATIVE SERVICES ASSOCIATE	1500
PRINCIPAL COURIER CLERK	1475
PRINCIPAL LABORATORY ASSISTANT	1475
PRINCIPAL LABORATORY SERVICE WORKER	1400
PRINCIPAL STOCK CLERK	1400
PRIN SUPPLY/EQUIPMENT TECHNICIAN	1475
RADIOLOGIC TECHNOLOGT AIDE	1350
RECEIVING CLERK	1175
REHABILITATION AIDE	1400
RESPIRATORY AIDE	1550
SR ANIMAL CARETAKER	1400
SR CLERK DRIVER	1400
SR COMMUNITY OUTREACH WORKER	1675
SR COURIER CLERK	1250
SR COURIER CLERK SPD	1400
SR ENVIRONMENTAL SERVICE WORKER	1250
SR LABORATORY ASSISTANT	1400
SR LABORATORY SERVICE WORKER	1250
SR MATERIAL HANDLER	1250
SR STOCK CLERK	1250
STERILIZATION TECH	1400
SUPPORT SERVICES TECHNICIAN	1250
TECHNOLOGY AIDE	1100
TECHNOLOGY FELLOW	1700
TRANSPORT CUSTOMER SERVICES TECHNICIAN I	1350
TRANSPORT CUSTOMER SERVICES TECHNICIAN II	1275
TRANSPORTATION DISPATCH COORDINATOR	1550
TRANSPORTATION DISPATCHER	1625
UNIFORM CLERK	1250
UNIFORM/APPAREL SERVICES ASSOCIATE	1400

**TECHNICAL TITLES**

TT SCALE

<b>TITLE</b>	<b>Grade (Rate ID)</b>
ANESTHESIA TECH I	1600
ANESTHESIA TECH II	1550
AMBULATORY CARE TECHNICIAN (non-certified)	1550
AMBULATORY CARE TECHNICIAN CERTIFIED	1600
AUDIOLOGY TECHNICIAN	1600
AUDIO/VISUAL TECHNOLOGIST	1850
BLOOD GAS TECHNOLOGIST	2100
CARDIOVASCULAR TECHNICIAN	2550
CARDIOVASCULAR TECH INTERN	2100
CENTRAL STERILE TECHNICIAN I	1700
CENTRAL STERILE TECHNICIAN II	1600
CERTIFIED MEDICAL ASSTISTANT	1500
COMPUTER APPLICATIONS SPECIALIST	2150
COMPUTER OPERATOR A	1950
COMPUTER OPERATOR B	1700
COURSE INSTRUCTOR	2650
DENTAL ASSISTANT	1650
DENTAL ASSISTANT II	1550
DENTAL COMPREHENSIVE CARE COORDINATOR II	1775
DENTAL HYGIENIST	2750
DENTAL HYGIENIST EXPANDED DUTY	2750
DENTAL INFECTION CONTROL SAFETY TECHNICIAN	1775
DIAGNOSTIC CLINICAL CARDIAC TECHNOLOGIST	2625
ED INVENTORY & EQUIPMENT MAINTENANCE TECHNICIAN	1800
EDUCATIONAL TECHNOLOGY ASSTISTANT	1750
EECP TECHNICIAN	1850
EKG TECHNICIAN	1750
ELECTRONIC MEDICAL RECORD SPECIALIST	1925
ELECTRONIC PAYMENT POSTER	1550
EMERGENCY DEPARTMENT TECHNICIAN	1800
EMS DISPATCHER EMT	1775
EMS EMERGENCY CALL TAKER	1400
EMERGENCY MEDICAL TECHNICIAN	1775
EMERGENCY MEDICAL TECHNICIAN APPRENTICE	1450
EMERGENCY MEDICAL TECHNICIAN/DRIVER	1775
EXPANDED DUTY DENTAL ASST	1825
FIELD SERVICE ENGINEER I	1936
FIELD SERVICE ENGINEER II	2340
GRAD RESP CARE PRACTITIONER	2150
GRAPHIC ARTIST	2025
HISTOTECHNICIAN	2100

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

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

<b>TITLE</b>	<b>Grade (Rate ID)</b>
RADIOLOGICAL TECHNICIAN I (0-2 yrs)	2150
RADIOLOGICAL TECHNICIAN I (2-5 yrs)	2300
RADIOLOGICAL TECHNICIAN I (5+ yrs)	2400
SPECIAL PROCEDURES TECHNICIAN (0-2 yrs)	2350
SPECIAL PROCEDURES TECHNICIAN (2-5 yrs)	2500
SPECIAL PROCEDURES TECHNICIAN (5+ yrs)	2600
ULTRASONOGRAPHER (0-2 yrs)	2350
ULTRASONOGRAPHER (2-5 yrs)	2500
ULTRASONOGRAPHER (5+ yrs)	2600
ULTRASOUND TECHNOLOGIST (0-2 yrs)	2350
ULTRASOUND TECHNOLOGIST (2-5 yrs)	2500
ULTRASOUND TECHNOLOGIST (5+ yrs)	2600
LEAD ULTRASOUND TECHNOLOGIST (0-2 yrs)	2500
LEAD ULTRASOUND TECHNOLOGIST (2-5 yrs)	2650
LEAD ULTRASOUND TECHNOLOGIST (5+ yrs)	2750
VASCULAR TECHNOLOGT (0-2 yrs)	2250
VASCULAR TECHNOLOGT (2 - 5 yrs)	2400
VASCULAR TECHNOLOGT (5+ yrs)	2500

**Side Letter 1**

July 1, 2006

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

Re: Quality of Uniforms

Dear Mr. Gerow,

Within 90 days of ratification, the Union and Labor Relations of UMDNJ agree to meet with hospital administration to discuss issues related to the quality of the uniforms, and an assessment of the vendor.

Sincerely,

---

Abdel Kanan, Esq.  
UMDNJ  
Director of Labor Relations

---

John Gerow  
President, Teamsters Local 97

**Side Letter 2**

July 1, 2006

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

Re: Clinical Titles Job Series

Dear Mr. Gerow,

Within 90 days of ratification of this agreement, the University agrees to meet with the Union to discuss the feasibility of creating a job series for clinical titles.

Sincerely,

---

Abdel Kanan, Esq.  
UMDNJ  
Director of Labor Relations

---

John Gerow  
President, Teamsters Local 97

**Side Letter 3**

July 1, 2006

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

Re: Attendance Control Policy

Dear Mr. Gerow,

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

Perfect Attendance Bonus is eliminated.

Sincerely,

---

Abdel Kanan, Esq  
UMDNJ  
Director of Labor Relations

---

John Gerow  
Teamsters Local 97  
President

**Side Letter 4**

September 24, 2007

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

Re: Vacancy Postings

Dear Mr. Gerow,

While it is understood that regular part time and full time vacancies will be posted on the University's employment web site for all qualified applicants, Human Resources also encourages departments to inform their internal employees, through a general communication to staff, when such positions are being posted on the web site.

Sincerely,

---

Abdel Kanan, Esq  
UMDNJ  
Director of Labor Relations

---

John Gerow  
Teamsters Local 97  
President

**Side Letter 5**

January 25, 2012

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

Re: Hiring and Promotional Opportunities for Internal Candidates

Dear Mr. Gerow,

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

Sincerely,

---

Abdel Kanan, Esq  
UMDNJ  
Director of Labor Relations

---

John Gerow  
Teamsters Local 97  
President

**Side Letter 6**

January 25, 2012

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

Re: Attendance Control Policy and Inclement Weather Policy

Dear Mr. Gerow,

The UMDNJ and Local 97 agree to continue negotiations with the Coalition of Unions regarding negotiable items in the Attendance Control Policy and the Inclement Weather Policy.

Sincerely,

---

Abdel Kanan, Esq  
UMDNJ  
Director of Labor Relations

---

John Gerow  
Teamsters Local 97  
President

July 21, 2020

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

Re: Paramedic and Sr. Paramedic Reclassifications

Dear Mr. Gerow,

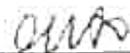
Based on a market review and recruitment challenges, University Hospital will reclassify the Paramedic and Sr. Paramedic titles, taking into account work experience.

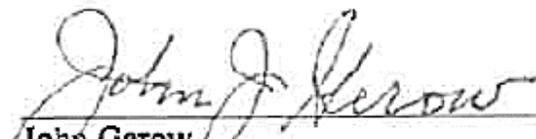
Effective the beginning of the pay period closest to August 1, 2020, the Paramedic and Sr. Paramedic titles shall be reclassified as follows:

Title	Experience	Grade
Paramedic	0-2 yrs.	TT 2450
	2-4 yrs.	TT2550
Sr. Paramedic*	4-6 yrs.	TT 2650
	6+ yrs.	TT2750

\*Requirement for Sr. Paramedic is four (4) years of Paramedic experience with at least one year of experience at UH within the last four (4) years.

Incumbents in the Paramedic and Sr. Paramedic titles will receive promotional increases per established guidelines.

  
\_\_\_\_\_  
Eva Serruto, Esq.  
University Hospital  
Director of Labor Relations

  
\_\_\_\_\_  
John Gerow  
President, Teamsters Local 97

## EMT and EMS Dispatcher EMT Reclassifications

July 21, 2020

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

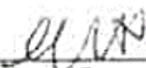
Re: EMT and EMS Dispatcher EMT Reclassifications

Dear Mr. Gerow,

Effective the pay period closest to August 1, 2020, University Hospital will reclassify the EMT and EMS Dispatcher EMT titles as follows:

Title: EMT	Table/Grade:	TT 1825
Title: EMS Dispatcher EMT	Table/Grade:	TT 1825

Incumbents in the EMT and EMS Dispatcher EMT titles will receive promotional increases per established guidelines.

  
\_\_\_\_\_  
Eva Serruto, Esq.  
University Hospital  
Director of Labor Relations

  
\_\_\_\_\_  
John Gerow  
Teamsters Local 97  
President

## Workforce Democracy Enhancement Act

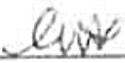
July 21, 2020

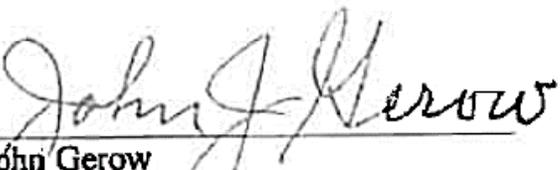
John Gerow, President  
Teamsters Local 97  
485 Chestnut Street  
Union, New Jersey 07083

Re: New Jersey's Workforce Democracy Enhancement Act (WDEA)

Dear Mr. Gerow,

Should New Jersey's Workforce Democracy Enhancement Act (WDEA) be amended to allow unions the option to represent negotiations unit employees, the parties agree to meet and only negotiate that amendment of the Act.

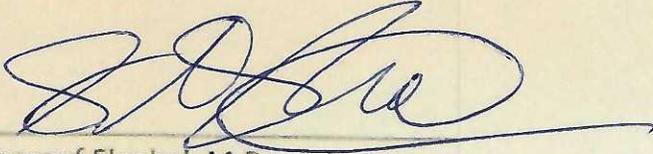
  
\_\_\_\_\_  
Eva Serruto, Esq.  
University Hospital  
Director of Labor Relations

  
\_\_\_\_\_  
John Gerow  
President, Teamsters Local 97

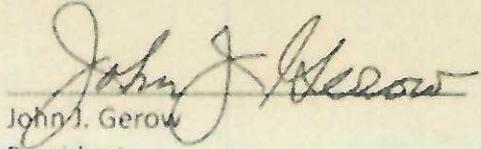
In Witness Whereof, the University Hospital and the International Brotherhood of Teamsters have caused this agreement to be signed by their authorized representatives.

UNIVERSITY HOSPITAL

INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS Local 97



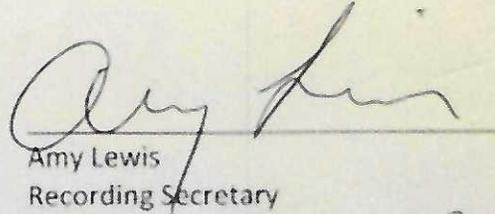
Shereef Elnahal, M.D.  
President and Chief Executive Officer



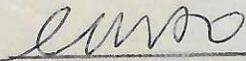
John J. Gerow  
President



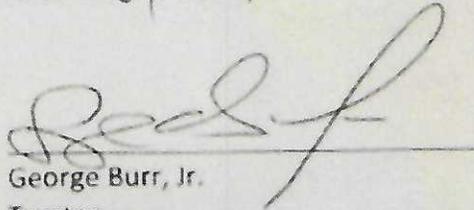
Gerard A. Garcia  
Chief Human Resources Officer



Amy Lewis  
Recording Secretary



Eva Serruto, Esq.  
Director, Labor Relations



George Burr, Jr.  
Trustee