

AGREEMENT

BETWEEN

**COMMUNICATIONS WORKERS
OF AMERICA, AFL-CIO
LOCAL 1031**

AND

UNIVERSITY HOSPITAL

July 1, 2021 to June 30, 2024

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PREAMBLE

This Agreement is effective July 1, 2021, and is made between the Hospital, Newark, New Jersey (hereinafter called "University Hospital" or the "Hospital") and the Communications Workers of America, AFL-CIO, (hereinafter called "the Union").

The parties recognize that it is the responsibility of the 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, with a joint goal of furtherance of the Hospital mission.

1. RECOGNITION

The Hospital hereby recognizes the Union as the exclusive representative for the purpose of collective negotiations for all terms and conditions of employment in the negotiations unit covering all regular Full-Time, Part-Time, Per Diem, Temporary and Casual employees in the job classifications listed in CWA Supervisory title listing contained herein.

2. MANAGEMENT RIGHTS

The Hospital, except as modified by the express 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 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 the 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, 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 goal of providing 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 to relocate any portion or all of the operations;
- i. To take whatever means necessary to carry out the mission of the Hospital in emergency situations.

3. UNION STATUS

3.01 New Staff Members:

At the time a new staff member subject to this Agreement is hired, the Hospital will deliver to him/her a mutually agreed upon written notice provided by the Union, which includes a list of Union Representatives (Representatives are defined as staff members under this Agreement who are authorized by the Union to represent it).

A representative designated by the Union will be provided time set aside by the Hospital during new employee orientation, not to exceed thirty (30) minutes, to speak with all new staff within thirty (30) days of hire.

In lieu of being provided time at the Hospital's orientation, the Union may be allowed fifteen (15) minutes to meet with newly hired staff members within the first thirty (30) days of employment. For newly promoted staff members into the negotiations unit, the Union may be allowed thirty (30) minutes to meet. The Union must get the consent of the unit member's manager or immediate supervisor with notice to the Human Resources Office. Such consent shall not be unreasonably withheld.

University Hospital shall maintain a union data library which shall contain the following information about members of the negotiations unit: name, University Hospital ID, job title, unit, campus, status (FT or PT), classification (salary table and grade), salary, home address, union membership status, and University 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 designee.

3.02 Union Dues:

University Hospital agrees to deduct from the regular paycheck of a staff member included in the negotiations unit, dues for the Union, provided that the staff member authorizes such deduction in writing in proper form to the local Human Resources Office.

University Hospital shall make Union dues deductions from a new staff member in the pay period next following the thirty (30) days after the staff member's date of hire.

Union dues deductions from any staff member in the negotiations unit shall be limited to the Union, the duly certified majority representative. Employees shall be eligible to withdraw such authorization by providing a written notice to the Office of Human Resources during the thirty (30) days following each anniversary date of their employment or July 1st whichever is closest to the date of request. Within ten (10) days of receipt of the notice from the employee of revocation of authorization for the payroll deduction of fees, University Hospital shall provide notice to Union of an employee's revocation of such authorization and the date that dues will cease. An employee's notice of revocation of authorization for payroll deduction fees of Union shall be effective to begin the pay period following completion of 45 days from the anniversary date of employment or first full pay period following July 1st.

For the purpose of calculating dues deductions, reimbursement for tuition shall not be included as part of the gross salary of staff.

3.03 Transmission of Dues:

Dues 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 list of staff members included, the amount deducted, hours worked and their hourly rate of pay. Once dues are transmitted to the Union, their disposition shall be the sole and exclusive responsibility of the Union. The Union shall certify to the Hospital the amount of Union dues and shall notify the Hospital of any changes in dues structure forty-five (45) days in advance of the requested date of such change.

Dues are to be transmitted to the Union at the following address:

CWA Dues
PO Box 79176
Baltimore, MD 21279-0176

3.04 Union Representatives, Rights and Limitations:

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

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

It is agreed that the Union will appoint or elect up to five (5) representatives, including officers who will be recognized by the Hospital in their defined authority to act for the Union.

The names of those representatives and officers will be provided to the Office of Labor Relations.

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

- a. Represent a staff member in the department/work unit.
- b. Investigate a grievance, providing such investigation time will be limited to a maximum of one (1) hour and further provided there is no interruption of work activities. In emergency situations, these time limitations may be extended if approved by the Office of Human Resources or the Supervisor on duty, should the Office of Human Resources be closed.
- c. Post Union notices.
- d. Attend negotiating meetings (the number of representatives to be agreed upon between the Union and The Hospital) if designated as a member of the negotiating team scheduled to attend by the Union.
- e. Attend scheduled meetings with the Hospital.

The authorized Union representative shall provide reasonable notification to his/her manager or immediate supervisor whenever he requests permission to transact such Union business. Permission will not be unreasonably withheld. It is further understood that the manager or immediate supervisor of the authorized Union representatives has the right to seek rescheduling of appointments when the work situation warrants this.

Any mail incorrectly addressed to the Union at the Hospital shall be forwarded with reasonable care to the Union at CWA Local 1031, 84 Culver Road, Monmouth Junction, New Jersey, 08852. When the Union has mail to be delivered to its officers or representatives, the Hospital's Inter-Office Mail System will be made available provided that priority is retained for the Hospital business.

3.05 Union Business:

The Hospital agrees to provide leave of absence at the base rate of pay equal to the length of the staff member's regular work shift for officers of the Union to attend Union activities.

The Union shall have the right to designate any Union officers (Local Officers and Shop Stewards) for such leaves of absence. A total of seven (7) days of such leave in the aggregate may be used each fiscal year of this Agreement.

This leave is to be used exclusively for participation in regularly scheduled meetings or convention of labor organizations with which the Union is affiliated or for training programs for Union representatives and Union Officers 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 the staff member's supervisor with a copy to the Office of Human Resources at least fourteen (14) days in advance of the date of such meeting except in an emergency, when less notice may be given. Granting of such leave to a staff member shall not be unreasonably denied by the Hospital.

In addition, the Hospital agrees to provide leave of absence without pay for officers or representatives of the Union to attend Union activities. A total of five (5) days in the aggregate of such leave of absence without pay may be used in each fiscal year of this Agreement. Granting of such leave shall not be unreasonably denied by the Hospital. This additional leave of absence without pay is to be used with the same condition and restrictions as leave for Union business with pay provided in this section.

3.06 Information and Data:

A list of supervisory titles and their respective salary ranges shall be appended to the collective negotiations agreement. This is for informational purposes only. The Supervisory Title List shall be edited to include those titles in use at the time of the execution of the Agreement.

The Hospital shall continue to provide the Union with revisions of University Hospital and Human Resource Policies in a timely manner. The Union will be placed on an e-mail list to receive all notices of changes in University Hospital policies and the changes in the policies.

The Hospital will provide the Union with the following information for persons hired into negotiations unit titles and scheduled to attend Orientation: name, gender, ID, job title, department, union, worksite location, home and cell phone numbers to the extent that they are available, personal email to the extent that it is available, supervisor, job grade, and dues status.

The Hospital shall maintain a listing of negotiations unit employees who have separated from the Hospital in the Union Data Library, and this list shall be updated monthly. This list will include: name, University Hospital ID, job title, hire date, separation date, and salary table.

3.07 Bulletin Boards:

The Hospital shall provide space on one (1) centrally located bulletin board for the exclusive use of the Union to be located in the vicinity of the Hospital's cafeteria.

3.08 Union Access to Premises:

Each representative previously designated to the Hospital by the Union shall be admitted to the premises of the Hospital on Union business. Notice of such visitation

rights shall be directed to the designated Hospital official and include the general purpose of each visit. Permission for such visits shall not be unreasonably withheld.

Such Union officials shall have the opportunity to consult with staff before the start of the work shift, during lunch or after completion of a work shift. University Hospital will provide accommodations at its facilities for such meeting, provided space is available, requests are made and approved at least ten (10) working days in advance of the proposed date of use and that liability for the damages, care and maintenance and any costs which are attendant thereto are borne by the Union.

4. PERSONNEL PRACTICES

4.01 Appointment to Position:

Appointment to a position shall be in writing with the date of hire, salary and any differential stated. A job description for the specific position occupied by the newly appointed staff member will be distributed to him/her prior to or at orientation. Other job descriptions defining all positions under this Agreement will be made available for review by an authorized Union representative upon request.

At the time of hire, each negotiations unit member will be informed of his/her current normal workweek and days, current shift differential, and current on-call requirements. Negotiations unit members holding positions that are grant funded shall be notified in a timely manner if the status of the grant has changed and such change will impact upon the member's terms of employment.

4.02 Outside of Job Classification Work and Reclassifications:

Supervisors shall be assigned work appropriate to their job classification. The parties agree that Supervisors will not be assigned work substantially outside of their job classification.

Claims of work outside their job classification or of a demonstrable increase in job responsibilities, as identified by the Union, are to be submitted to Compensation Services with copies sent to the Director of Labor Relations and the Supervisor's department head. The claims will be investigated and Compensation Services will provide a written decision within one hundred and twenty (120) calendar days from the date the claim was submitted. Such response shall include the substantive reason(s) for the determination.

The remedy for the substantive reason(s) for the determination may include, but is not limited to, appointment to an acting position, reclassification to another title, payment for the time period when the additional higher-level duties were performed, an in-grade salary adjustment, etc. Supervisors can present additional information during the process, but are strongly encouraged in the interest of efficiency to provide complete information at the beginning of the process. The decision of Compensation Services shall be final.

If a Supervisor has performed work substantially outside his/her job classification for a period of three consecutive weeks or twenty-five (25) or more work days in any twelve (12) month period, the Supervisor will receive pay at the rate of a higher job classification for the period during which substantial higher level duties were assigned.

If an employee is assigned the duties of a higher title for a period greater than 20 consecutive workdays, the Union or the Department may submit a request to Compensation Services to reclassify the position. Requests for reclassification will be investigated by Compensation Services and a written decision will be provided to the Department and a findings memo to the Union within six (6) months from receipt of the request. Reclassification may include a temporary appointment to an acting status, not to exceed one year. The decision of Compensation Services will be final and implemented the next pay cycle.

If an employee is removed from the bargaining unit for temporary acting duties, when the employee returns to the CWA Local 1031 bargaining unit, the employee will maintain the same dues status they had before being placed in an acting status.

Acting and interim appointments shall be governed by Hospital Policy 30-01-30-05:00 "Acting Appointments and Interim Appointments". The Hospital shall notify the Union of any negotiations unit employee who has been appointed to either an Acting or Interim position within fourteen (14) calendar days from the date of the appointment.

The Hospital will provide a monthly report to CWA Local 1031 with bargaining unit members who are no longer in the bargaining unit.

4.03 Vacancies and Promotions:

Supervisors are eligible for a promotion when there is a vacancy, for which they are qualified, in a higher job classification.

All vacant negotiations unit positions that the Hospital intends to fill will be posted on the Hospital website. The announcement of the position vacancy will include a description of the position, a detailed outline of expected educational and professional requirements, the salary range for the position.

The announcement of the position vacancy will be posted daily online. Interested candidates are to apply online.

All qualified internal candidates who submit timely bids will receive an interview for negotiations unit position vacancies. Upon request, copies of the job description shall be made available.

Each internal candidate will be notified in writing of the decision with respect to his/her candidacy. This decision will indicate: 1) the applicant has been offered the position, or 2) the applicant has not been offered the position, including a reason for such decision.

Transfer in status or classification shall not delay the use of entitled benefits.

Voluntarily transferred and promoted negotiations unit members shall serve a ninety (90) calendar day probationary period, subject to a ninety (90) calendar day extension. Time spent on an authorized leave shall not count towards the probationary period. Such Supervisors shall retain all benefits and rights pertaining to negotiations unit members, including access to the grievance procedure, except for the decision concerning the outcome and disposition of their probationary period. Should the supervisor fail the probationary period, the Hospital shall return the supervisor to his/her former position if it is still available or will attempt to place the supervisor in a vacancy suitable to his or her work experience. Such vacancy may be at the same or lower level than the title held by the supervisor prior to being transferred or promoted. Should the supervisor's former position not be available and should no suitable vacancy be available, the supervisor will be placed on the recall list.

At any time during the probationary period, the supervisor may return to his or her former position if it is still available. If an employee opts to return to his or her former position, the employee may not bid on another position for six months.

4.04 Reassignment:

Reassignment is the movement of a negotiations unit member from one job assignment to another within such staff member's job classification and within his/her department.

When a negotiations unit member is reassigned within his/her job classification, his/her salary shall not be reduced below that which he/she would have received had the staff member continued in his/her original position. Salary shall mean the employee's base salary, exclusive of any differentials, stipends or any other monies earned. Salary for non-exempt hourly staff shall refer only to the employee's hourly rate, and not to any differentials, stipends or any other monies earned.

4.05 Employer Obligation:

The Hospital agrees to provide adequate and regularly maintained sanitary facilities for supervisor's use. Each supervisor will maintain acceptable standards of personal hygiene and cleanliness in accordance with the requirements of the job.

The Hospital shall make reasonable provisions for the safety and health of its supervisors and will observe all applicable health and safety laws and regulations. The Hospital will provide safety devices for supervisors when deemed appropriate by the Hospital or as required by law and will provide a reasonably safe and healthy place of employment.

A supervisor must report incidents of unsafe and/or unhealthful conditions to his/her manager or immediate supervisor immediately. The Hospital shall respond in a timely manner to all health and safety problems reported by the Union and/or negotiations unit members.

The Hospital and CWA agree to discuss problems concerning health and safety at the bimonthly Labor/Management meetings. Any recommendations concerning improvement or modification of conditions regarding health and safety shall be

reported to the Hospital's Safety Committee by the CWA Union's Committee representative.

University Hospital shall, upon request, provide the Union with the results of all health and safety inspections of the facilities of the Hospital. University Hospital shall notify the Union of all such inspections where the inspections were initiated as a result of a Union/negotiations unit member complaint and/or grievance. University Hospital will also notify the Union in cases where on-going health and safety hazards which may affect negotiations unit members are discovered.

4.06 Labor-Management Committee:

The Union and the Hospital agree to the establishment of a Labor-Management Committee. The committee shall consist of representatives selected by the Union (not to exceed 8) and representatives of the Hospital (not to exceed 8). The Director of Labor Relations or designee shall attend for the Hospital. In addition, a representative from the administrative offices of the relevant administrative division of the Hospital may attend a specific meeting of the Labor-Management Committee. This meeting will be on a bi-monthly basis.

The Labor-Management Committee shall function completely separate from and independent of all grievance procedures under this Agreement. These meetings shall not be considered negotiating sessions. The purpose of the meeting shall be to discuss matters of mutual concern. The Union agrees to supply a proposed agenda to the Director of Labor Relations, at least five (5) business days in advance of the meeting.

University Hospital agrees to release from work, if necessary, the members of the Labor-Management Committee, at no loss of their base rate of pay for the purpose of attending Labor-Management Committee meetings. The Union shall inform the Hospital's Office of Human Resources of the members of these Committees thirty (30) days prior to the first meeting.

University Hospital and the Union agree that campus-based issues may be discussed with the Director of Human Resources Services or designee on an ad hoc basis.

4.07 Supervisor Performance Evaluation:

A. The performance evaluation will be conducted annually. At the time of the evaluation, supervisor will be provided a copy of his/her job description. The completed performance evaluation form will be given to the supervisor at the performance appraisal meeting. The meeting will be conducted at supervisor's review date (either anniversary date or for CWA in November) of that performance year. The supervisor will have three (3) calendar days, excluding holidays and weekends, to review the evaluation and add his/her comments and sign the original performance evaluation form. Comments added by supervisor shall be included in supervisor's Personnel file in Human Resources. If comments are not made within this period or supervisor does not sign within this period, the right to comment will be forfeited, the manager will note the refusal to sign and forward the evaluation to Human Resources for inclusion in the Personnel file.

B. Overall Rating Guidelines:

3 – Consistently Exceeds Standard

2 – Generally Meets Standard and May Occasionally Exceed Standard

1 – Does Not Meet Standard; Improvement is Required

C. Prior to evaluating supervisor as “1”, supervisor’s manager must notify supervisor that his/her performance is deficient and that he/she may receive no performance-based increases. Such notification shall be made through a written memorandum, documented oral warning, 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.

D. Supervisor receiving an overall rating of “1” shall not be entitled to receive salary increase, if applicable, other than an across-the-board salary increase. If a supervisor received a rating of “1”, the manager shall review the substance of performance deficiencies with supervisor and shall counsel supervisor as to appropriate steps which should be taken to improve performance and shall review with supervisor any warnings or prior counseling received with respect to performance.

1. Upon mutual consent of the supervisor and their manager, a supervisor receiving a “1” may have a union representative present with him/her at the meeting. The purpose of the meeting is not to challenge the rating, but to promote supervisor’s understanding of the basis of the rating and appropriate steps for improvement. Such a meeting shall not be considered part of the grievance procedure. Further, the performance rating of supervisor is not subject to the grievance procedure.
2. Supervisor shall be provided with copies of the performance evaluation and the agreement on performance standards and improvement goals. All evaluations shall be signed by supervisor and by the manager before being placed in supervisor’s personnel file. Supervisor’s signature shall signify that supervisor has seen and reviewed the evaluation, but not that she/he necessarily concurs with its contents. If the supervisor refuses to sign the evaluation, this should be noted on the evaluation form, and witnessed and dated by another manager.
3. Supervisor’s performance must be re-evaluated after another ninety (90) day period. If upon re-evaluation the performance has not come up to a “2” level, the re-evaluation shall be a final warning for purposes of the disciplinary process. The manager shall also advise supervisor that failure to improve performance may result in further discipline up to and including discharge.

E. Supervisor's performance evaluation rating is not subject to the contractual grievance procedure (Article 14).

5. SUPERVISOR STATUS

5.01 Classification:

A staff member will be classified as either: (a) regular full-time (b) regular part-time benefits (c) regular part-time without benefits (d) per diem.

5.02 Regular Full-time Staff Member:

A staff member who is: (a) hired to fill a position for an indefinite period of time, and (b) is regularly scheduled to work thirty-five (35), thirty-seven and one-half (37.5) or forty (40) hours per week, as determined by the position/classification shall be deemed a Regular Full-Time staff member.

Regular full-time exempt staff will work their regularly scheduled work hours and are expected to work the necessary hours to complete their work assignments.

Regular full time non-exempt and exempt staff shall be eligible for all benefits pertaining to full-time status.

5.03 Regular Part-time Staff Member with Benefits:

A staff member who is: (a) hired to fill a position for an indefinite period of time, and (b) is regularly scheduled to work twenty (20) hours or more per week but less hours per week than a Regular full-time staff member in the same position/classification as defined in Section 5.02 above, shall be deemed a Regular Part Time staff member. A Regular Part Time staff member shall be eligible for benefits as follows:

- a. pro-rated vacation leave, sick leave, float holidays, holiday time, bereavement leave, and jury duty leave;
- b. 50% of the uniform allowance applicable to Full-Time staff as per Section 10.07;
- c. 50% of the applicable tuition assistance in accordance with Section 10.06 and applicable UH Policy; and
- d. Those Regular Part Time staff members that: (i) had health benefits as of July 1, 2010, (ii) were regularly scheduled to work 20 or more hours per week prior to July 1, 2010, and (iii) continue to work twenty (20) or more hours per week, shall be entitled to health benefits. However, continued benefits for these Part Time staff members is subject to the continued approval of the State Health Benefits Commission ("SHBC"). UH will no longer provide or pay for the health benefits of a Regular Part Time employee if the SHBC deems them ineligible for continued coverage for any reason.

5.04 Regular Full-Time or Regular Part-Time with Benefits Staff Versus Regular Part-time Staff Members Without Benefits, Temporary, Casual, or Per Diem Staff:

When a staff member is hired or transfers into a position, such staff member shall be advised as to his/her status as either a regular full-time staff member, regular part-time staff member with benefits, regular part-time staff member without benefits, temporary, casual, or per diem staff member.

Regular part-time supervisors hired to work less than twenty (20) hours each week, temporary, casual or per diem staff are not eligible for any benefits except those required by law. Temporary staff are hired for a specified period of time. A casual or per diem staff member has an on-going but intermittent employment relationship with the Hospital.

5.05. Temporary, Per Diem, and Casual Supervisor

1. Temporary Supervisor

Temporary supervisor is hired for a specified period of time.

2. Per Diem Supervisor

Per Diem supervisors 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 Supervisor

Casual Supervisor is regularly scheduled to work less than twenty (20) hour per week within ninety (90) calendar days

4. Health Benefits

Temporary, casual, or per diem supervisor shall not eligible for any benefits except those required by law.

5. Benefit Time

Temporary, casual, or per diem supervisor shall not eligible for any time off benefit, except Temporary Full-Time employees shall be eligible for any time off benefit after six (6) months of continuous employment.

6. Sick Time

Temporary, casual, or per diem supervisor shall not eligible for sick time except as required by law.

7. Uniform Allowance

Temporary, casual, or per diem supervisor shall not be eligible for Uniform Allowance.

8. Tuition Reimbursement

Temporary, casual, or per diem supervisor shall not be eligible for tuition reimbursement.

9. Seniority

Regular supervisors shall not be laid off before temporary, casual, or per diem supervisors.

10. Discipline

Temporary, casual, or per diem supervisor 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 supervisory positions shall not be required to be posted on University Hospital's website.

12. Use of Temporary, Per Diem, and Casual Supervisor

Temporary, Per Diem, and Casual Supervisor shall not be used to circumvent the hiring of Full Time supervisors.

5.06 Probationary Period:

A. External Candidates:

- i. All supervisors hired from outside the Hospital shall serve a one-hundred and eighty (180) calendar day probationary period following their initial date of hire. University Hospital reserves the right to extend the initial probationary period for up to an additional thirty (30) days. Time spent on an authorized leave shall not count towards the probationary period.
- ii. Prior to the start of the probationary period, an employee will be provided with the job description and the department will meet with the employee to review the job expectations of his/her position. The employee will receive feedback on his/her performance after thirty (30) and sixty (60) days and if the probationary period is extended, after thirty (30) and sixty (60) days during the extended period.
- iii. Employment may be terminated at any time during the probationary period. Such decision shall be final and binding, and not subject to the grievance procedure.
- iv. Probationary supervisors may use accrued sick leave after thirty (30) calendar days of employment, although New Jersey Earned Sick Leave Act only allows employees employed after October 29, 2018 to use such time one hundred and twenty (120) days after beginning employment, and accrued vacations, holidays and float holidays after ninety (90) calendar days of employment.

B. Internal Candidates

- i. A University Hospital employee who voluntarily transfers or is promoted shall serve a ninety (90) day probationary period in his/her Supervisor position. The Hospital reserves the right to extend the initial probationary period for transferred or promoted Supervisors for up to an additional ninety (90) days. Time spent on an authorized leave shall not count towards the probationary period.
- ii. Prior to the start of the probationary period, an employee will be provided with the job description and the department will meet with the employee to review the job expectations of his/her position. The employee will receive feedback on his/her performance after thirty (30) and sixty (60) days and if the probationary period is extended, after thirty (30) and sixty (60) days during the extended period. Notice of an unsatisfactory probation appraisal will be provided to the Union.
- iii. A University Hospital employee who voluntarily transfers or is promoted into a Supervisor position, and is rated unsatisfactory at the conclusion of his probationary period, shall be given a statement setting forth the reasons for the unsatisfactory rating. Such employee shall be permitted to return to an equivalent position in their former job title so long as such position is available. Should such employee's former job title not be available, the employee shall be placed on a recall list for their former job title so long as the former job title is within this negotiations unit.

5.07 Personnel Files:

A staff member shall, within five (5) working days of a written request to University Hospital Human Resources, have an opportunity to review his/her central University Hospital Human Resources file in the presence of an appropriate official of the University Hospital Human Resources Office to examine any criticism, commendation of any evaluation of his/her work performance or conduct prepared by the Hospital. Such examination shall not require a loss of paid time. If requested by the staff member, a Union representative may accompany the staff member.

A staff member shall be allowed to place in such file a response of reasonable length to anything contained herein. University Hospital will honor a request made by a staff member for a copy of any derogatory item, the Employment application, resume, performance evaluations or any correspondence addressed to the staff member contained in the central Personnel file. The staff member will be charged Human Resources prevailing rate for any copies.

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

No document of anonymous origin shall be maintained in a staff member's central personnel file nor be part of any personnel action taken against a staff member.

5.08 Seniority:

A. Accrual: Seniority will be credited from the date of hire or rehire to all regular Full Time or Part Time staff members upon the successful completion of their initial probationary period.

B. Loss of Seniority: A supervisor's seniority shall be broken by resignation, dismissals from employment, or other types of terminations, layoffs of more than one (1) year or refusal of a suitable position while on recall from layoff.

C. Layoff: Layoffs shall be administered in accordance with Hospital policy except as stated below:

1. Seniority will prevail in layoffs due to economic reasons or reorganization.
2. Within their respective departments/work units, regular supervisors shall not be laid off before temporary or newly hired probationary supervisors in the same job classification.
3. Bumping Rights
 - a. First, an employee identified for layoff will be offered the opportunity to fill a vacancy in his/her current title within the Hospital. If the employee chooses not to accept the vacancy offered, the employee may opt to be placed on the recall list.
 - b. Second, if a vacancy pursuant to "a" above is not available, the employee will be offered a vacancy in the employee's immediate prior title. 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 his/her current title within the Hospital. If the employee is unable to bump under this section, the employee may exercise rights under "d" below.
 - 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 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.

- e. Employees who exercise rights under provisions “a” through “d” above will not be required to serve a probationary period.
- f. A staff member who chooses to fill a vacancy or to bump another staff member, and is subsequently informed by the Human Resources department that the salary of the vacant or bump position is more than 10% below his or her current salary, shall be allowed to reconsider their decision and to go on to the recall list.

4. Recall Rights:

All laid off staff members shall retain their rights of recall for one year from the date of layoff. Staff members will be recalled based on University Hospital’s seniority.

Laid off staff members have recall rights beginning with the title and job requirements of the position from which they are laid off, to positions with comparable or lower requirements within the same classification series of CWA titles.

Should a laid off staff member refuse a position when recalled, he/she shall be removed from the recall list. However, staff members shall be allowed to refuse a position if the salary of the position is greater than or equal to 10% less than the salary of their former position.

Upon recall, a staff member shall retain his/her original date of hire.

- 5. A list of vacant positions will be available for review in the Hospital’s Human Resources Offices.
- 6. Employees recalled six months or more after being laid off will be required to serve a 90 day probationary period, subject to a 90 day extension, except that a supervisor who bumps or is recalled into the same job title within the same department shall not be required to serve a probationary period. Time spent on an authorized leave shall not count towards the probationary period.
- 7. Layoff for Special Categories of Supervisors: All regular full or part-time supervisors shall be covered by the layoff policy regardless of salary range, consistent with the following provisions:
 - a. Supervisors employed under a J-Visa shall not be eligible for coverage.
 - b. Supervisors employed under a H-Visa shall have bumping rights only into the same job classification.

The Hospital will provide a minimum of twenty-eight (28) calendar days’ notice of layoff to any regular staff member affected.

8. Information to the Union: The Hospital shall continue the practice of providing the Union with a copy of each layoff notice sent to supervisors. The notice shall be provided to the Union within 24 business hours of service of the notice to the individual supervisor. In the event that five or more supervisors are laid off within a pay period, the Hospital shall, upon notification to the Union of the names and job titles of the supervisor affected by the layoff, provide the Union with an up to date seniority list of the affected departments and job titles.
9. Continuity of Services: The Hospital agrees to consider patient transition issues in determining how much actual notice is given to Mental Health and Social Work professionals of layoff, consistent with Section 3 above.

6. WORK TIME

6.01 Normal Workday:

The employee's normal workday will be either seven (7), seven and one-half (7.5), eight (8), ten (10), or twelve (12) work hours, except if they have been approved to work an alternative work arrangement.

6.02 Normal Workweek:

The workweek begins at 12:01am, Sunday and ends midnight Saturday.

6.03 Work Schedules:

Requests or preferences for time off will be submitted in writing no less than one (1) week in advance of the date(s) requested except that Float Holidays may be used with less notice in the case of an emergency. Management has the right to require proof of an emergency usage of Float Holidays. University Hospital will respond in writing to all written requests within one (1) week of submission.

When there are vacancies on shifts, supervisors desiring a change in shift will submit such requests to their department, and shall apply for the position on line. Such requests shall be given preferential treatment in the supervisor's order of seniority, subject to consideration of the employee's qualifications to perform the duties of the position and the operational needs of the Hospital. If a supervisor is requesting a shift change, they should put it in writing to the manager every six (6) months. This allows the department to know that the supervisor is still interested in a different shift, if a vacancy arises.

Supervisors shall receive no less than twenty-one (21) calendar days' notice, except in the event of an emergency, of a change in scheduled hours that requires a supervisor to work evening, night or weekend hours on a regular basis. Departments should avoid varying start times, except when not operationally feasible. Upon request, the Hospital shall meet with the Union only to discuss the change in schedule and its impact on affected staff. If possible, and where determined by the Hospital to be appropriate, the Hospital will seek volunteers to change to new department schedules as set forth in this

paragraph. A volunteer may be assigned such new department schedule, provided he/she is qualified to perform the work at issue.

Supervisors should discuss and request in writing to Compensation Services, with a copy to the Union, department management, and executive leadership any compensation concerns, such as requests for additional shift pay. Department management may request through their executive leader additional compensation for specific supervisors. If additional compensation is requested by management and approved by executive leadership and Compensation Services, the Union will be notified.

6.04 Overtime Work and Compensatory Time Off:

A non-exempt supervisor may request overtime payment or compensatory time off for hours worked in excess of his/her work week. University Hospital retains the option of paying non-exempt supervisors' overtime or granting compensatory time off as provided for in the Fair Labor Standards Act (FLSA) for public employment.

Compensatory time off for exempt staff members shall be in accord with existing practice.

For exempt supervisors

- Who work a "full day" beyond his/her regular work week shall be granted a compensatory day, for said day provided that the supervisor notifies his/her manager in writing of the operational necessity, to work beyond his/her regular work week, and receives the manager's prior approval to do so.
- "Full day" shall be defined as the supervisor's regular daily hours of work. Compensatory day may not be earned fractionally.
- Request for use of earned compensatory time must be in writing to department management, when possible, with one (1) week notice prior to being used. Use of all compensatory time must be approved by management.
- Earned compensatory day(s) must be used prior to vacation days and float days and by the end of the quarter following the quarter in which they are earned. If earned compensatory days(s) are denied, supervisor may request in writing an extension into the next quarter. If a supervisor has been unable to use earned compensatory day(s), they may request in writing to extend to the next quarter.
- It is the supervisor's responsibility to track and assure that earned compensatory day(s) off is(are) requested in writing to department management.
- Requests to use compensatory day(s) off shall not be unreasonably denied.
- Departments will monitor and approve compensatory day(s) off based on operational needs.

Supervisors may be permitted to take at least two (2) compensatory days per month, provided that the department approves of said request within its sole discretion, and based upon its operational needs. Supervisors must use earned compensatory day(s) or time by the end of the quarter following the quarter in which they are earned, prior to vacation days and float days. It is the supervisor's responsibility to track and assure that earned compensatory day(s) or time off is (are) requested in writing to department management when possible one (1) week prior to being used. Requests to use compensatory day(s) or time off shall not be unreasonably denied. If earned compensatory day(s) or time is (are) denied, supervisor may request an extension into the next quarter.

If an exempt supervisor has exhausted attempts to cover a Teamsters Local 97 or HPAE 5094 position in their department due to staffing shortage, and receives management's prior approval, the supervisor may cover the Teamsters Local 97 or HPAE 5094 position and receive pay based on a four (4) hour shift, not hourly, at the rate of \$170.00 per four (4) hour shift. If a supervisor works a full day beyond their regular work week to cover a Teamsters Local 97 or HPAE 5094 position in their department due to staffing shortage, and receives management's prior approval, they will have the option to receive a compensatory day or receive pay for two (2) four (4) hour shifts. If prior approval cannot be obtained ahead of time in the event of emergency staff coverage, the supervisor will notify their manager in writing of the operational necessity to work that shift. If a supervisor is paid to cover a Teamsters Local 97 or HPAE 5094 position, said supervisor will not earn compensatory time off.

6.05 Weekend Defined:

A weekend shall be defined as Saturday and Sunday for all staff members.

7. MONETARY BENEFITS: TIME WORKED

7.01 Regular Compensation Rate:

A staff member's regular compensation rate is his/her base rate of pay and does not include any differential, premiums or bonuses.

7.02 Premium Compensation Rate – Overtime Work:

A. NON-EXEMPT STAFF

University Hospital conforms to the Fair Labor Standards Act (FLSA) for Public Employment. All non-exempt staff members shall be compensated at time and one-half (1-1/2) for all time worked in excess of forty (40) hours for the week. Such overtime shall be compensated, at the Hospital's option, either by (a) payment, or (b) compensatory time off.

For the purpose of computing overtime, all time worked on a holiday will be counted toward computing overtime. This will not affect the payment of the holiday premium paid for working a holiday. All holidays paid for but not worked will not be counted as time worked for the purpose of computing overtime.

B. EXEMPT STAFF

Exempt staff members are not eligible for overtime payment.

7.03 Pay Period:

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 through direct deposit. Payroll errors will be corrected by direct deposit on the regularly scheduled pay day at the end of the next full payroll period following receipt of proof of error. However, when it becomes operationally feasible to do so, payroll errors will be corrected through direct deposit as soon as practicable following receipt of proof of the errors.

7.04 Salary Increase Date:

With the exception of this Collective Negotiations Agreement (July 1, 2021 to June 30, 2024) as stated in Article Section 17.01, salary increases that may be delayed will be paid retroactively to the date upon which the increase is scheduled to take effect.

7.05 Daylight Savings Time:

If a non-exempt staff member actually works one (1) hour greater than his/her scheduled hours of work as a result of an adjustment in daylight savings time, he/she shall receive one (1) hours pay at either straight time or at time and one-half (1-1/2) depending on the hours worked that week. If a non-exempt staff member works one (1) hour less than his/her scheduled hours of work as a result of an adjustment in daylight savings time, he/she will be compensated for the time actually worked.

8. MONETARY BENEFITS: TIME NOT WORKED

8.01 Standard Day:

For the purposes of monetary benefits for time not worked, a standard day shall be defined as the standard work week hours for that classification (i.e., non-exempt 35 hours, or 37.5 hours, or 40 hours, or exempt a minimum of 37.5 hours) divided by 5. For example, 35 hours per week divided by 5 equals a standard day of 7 hours. This is pro-rated for part-time employees (e.g., 24 hours per week divided by 5 equals 4.8 hours as a day).

8.02 Holiday Designation:

Effective January 1, 1996, the number of holidays will be fifteen (15) holidays. The fifteen (15) holidays are:

- | | |
|-----------------------------|------------------------|
| New Year's Day | Labor Day |
| Martin Luther King Birthday | Thanksgiving Day |
| Good Friday | Day After Thanksgiving |
| Memorial Day | Christmas |
| Independence Day | Float Holiday (6) |

The six (6) float holidays will be issued to those full-time and part-time staff members who are in active pay status as of January 1st of each year.

Except in the case of an emergency, a request for float holiday must be submitted to the supervisor's manager or immediate supervisor for review and approval at least five (5) days in advance of its intended use.

Effective January 1, 1998, 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 of absences 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).

Managers or immediate supervisors shall have the right to require proof of an emergency. University Hospital agrees that such proof shall be kept confidential. Failure of a supervisor to supply such proof shall result in a salary deletion for the day(s) and appropriate disciplinary action may be taken if warranted.

Unused Float Holidays are not paid out upon separation from University Hospital.

For staff members subject to a seven (7) day a week schedule, New Year's Day, Independence Day, and Christmas shall be observed on the actual day they occur, e.g., if Christmas falls on Saturday, it shall be observed on Saturday. For staff members subject to a Monday – Friday schedule, these holidays will be observed as follows:

If the holiday falls on a Saturday, it will be observed the preceding Friday. If it falls on Sunday, it will be observed the next day, Monday.

Staff members, absent compelling documentation of illness or emergency, who call off on the scheduled day before or after a holiday or if scheduled to work the holiday call off, will be salary deleted and forfeit the holiday.

When scheduled to work the holiday, employees are not permitted to call out New Jersey Earned Sick Leave on the holiday and scheduled workdays immediately before and after the holiday, unless those days are vacation days or float holidays approved by employee's department.

8.03 Holiday Entitlement:

University Hospital shall have the right, at its sole discretion, to require any staff member to work on the holidays specified above. University Hospital agrees to assign holidays off on an equitable and rotational basis.

If the holiday falls on a staff member's day off, he/she shall receive another day off for the holiday. The holiday may not be used prior to the date the actual holiday is observed and shall be scheduled within sixty (60) calendar days after the date the actual holiday is observed. If the staff member has requested, but not received the

compensatory time off for the holiday by the sixty (60) calendar day period, University Hospital will either pay the staff member for the holiday at his/her base rate of pay or shall be scheduled for the time off by the next pay period.

If a holiday falls during a staff member's vacation, the day will be observed as a holiday and vacation time will not be charged for the day.

8.04 Holiday Pay:

A. Non-exempt supervisors who are required to work on a holiday shall be paid at the rate of time and one-half (1-1/2) their base rate of pay for all hours worked. In addition, they shall receive either a scheduled day off or be credited with one (1) day of compensatory time.

B. Exempt supervisors who are required to work on a holiday shall be credited with one (1) day of compensatory time unless waived by mutual agreement between the supervisor and his/her manager or immediate supervisor. The exempt supervisor and his/her manager or immediate supervisor shall schedule the compensatory time off within a sixty (60) calendar day period.

C. Effective January 1, 1996, non-exempt supervisors required to work on the following holidays will be paid at the rate of time and one half (1-1/2) of their basic rate of pay for all hours worked. In addition, the non-exempt supervisors shall receive either a scheduled day off or be credited with one (1) day of compensatory time:

- | | |
|----------------|-------------------------------|
| New Year's Day | Independence Day |
| Christmas | Martin Luther King's Birthday |
| Labor Day | Memorial Day |
| Thanksgiving | |

D. Non-exempt supervisors who are required to work on Good Friday or the Day after Thanksgiving shall be paid at straight time for all hours worked. In addition, the non-exempt supervisors will receive a scheduled day off or be credited with one day compensatory time.

E. To be eligible for holiday pay, a non-exempt employee:

a. Absent compelling documentation of illness or emergency, who call off on the scheduled day within twenty-four (24) hours before or after a holiday, or, if scheduled to work the holiday, call off, will be salary deleted and forfeit the holiday.

F. Holidays for Twelve Hour Shift Staff

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

2. Full and part-time staff that are routinely scheduled to work twelve (12) hour shifts shall be compensated for the nine holidays (72) hours. University Hospital designated holidays are as follows:
 - a. For the period July 1 through November 30 of each year of this Agreement, each staff member will be compensated in a lump sum payment in December for all four (4) University 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.
 - b. For the period December 1 through June 30 of each year of this Agreement, each staff member will be compensated, in a lump sum payment in July, for all five (5) University 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.
 - c. A non-exempt staff member scheduled to work on a contractually designated holiday will be compensated, at the rate of time and one-half at his/her base rate of pay or at his/her regular rate of all hours worked, depending on the holiday (See 8.02C and 8.02D).
 - d. Upon termination of employment or upon transfer out of the twelve-hour shift, the staff member will be compensated for accrued holiday pay for any University Hospital designated holiday which has not been paid less any monies the staff member may owe the Hospital.

8.05 Vacation Amount:

Vacation accruals for newly hired or rehired staff will commence upon the successful completion of the first ninety (90) days of employment and will be credited retroactively to the staff member's date of hire or rehire.

Vacation time will accrue in each fiscal year in accordance with the following schedule. The annual rate will change in the month when the staff member reaches a service milestone if the staff member's anniversary date is before the 16th of the month and will change effective the following month if the staff member's anniversary date is the 16th of the month or after.

Vacation accruals are cumulative from one year to the next up to an amount equal to one (1) year of accruals. When unusual circumstances warrant an exception, amounts greater than one (1) year can be carried over with approval from the supervisor's department head and the Chief Human Resource Officer.

8.06 Vacation Accruals:

<u>Length of Service</u>	<u>Annual Rate Per Month</u>
0 – 10 Years	One and one quarter Days (1-1/4 Days)
11 – 20 Years	One and two thirds Days (1-2/3 Days)
21 Years and Greater	Two and one twelfth Days (2-1/12 Days)

A staff member will be paid for vacation at his/her base rate of pay.

8.07 Vacation Entitlement:

All regular Part-time staff who are included in this negotiations unit shall accrue vacation credit on a proportionate basis based upon the number of hours the staff member is regularly scheduled to work. Vacation credit shall not accrue when a staff member is on an unpaid leave except that he/she will receive credit for the month the leave commenced provided the leave commenced on or after the 16th and will receive credit for the month he/she returns from leave provided the staff member returns on or prior to the 15th of the month.

A staff member who has resigned with appropriate notice, or who has been discharged except for cause, shall be entitled to vacation allowance of unused vacation time accrued within the time limit described previously, less any overdrawn sick time allotment except that a staff member separated during the initial hire or rehire probationary period will not be entitled to such allowance.

If a staff member dies having vacation credits accrued within the limits described previously, a sum of money equal to the compensation computed on said staff member's base salary rate at the time of death shall be calculated and paid to his/her estate less any overdrawn sick time allotment.

8.08 Vacation Scheduling:

The vacation period will be the entire year. The staff member will, subject to the Hospital's operating requirements, have his/her choice of vacation time; it being recognized, however, that vacations must be scheduled by the Hospital in manner designed to ensure the effective and efficient operation of the Hospital, including staffing needs. No part of a staff member's scheduled vacation may be charged to sick time.

University Hospital may restrict the amount of vacation time granted to a staff member during prime vacation periods to allow for equitable distribution of prime vacation time among staff members. The prime vacation periods will normally be June 1 through Labor Day, December 1 to January 15th.

A staff member may carry a maximum of one (1) year of accrued vacation allowance forward into the next succeeding year.

By September 1st of each year, a staff member's department head/designee will advise the staff member of the number of vacation days remaining which must be used by the end of the calendar year or forfeited.

Vacation requests for each “vacation year” of April through March 31 that involve the use of one (1) or more weeks of vacation, must be planned and requested by February 15th of each year. The staff member will submit three (3) choices of vacation time in order of priority. In situations in which choices of vacation are timely and two (2) or more staff members request the same time period, University Hospital seniority will prevail. A written response to the staff member’s request will be provided by March 15th.

Failure to submit a vacation request by February 15th will result in loss of seniority status as it relates to vacation requests for the upcoming year. Any vacation requests submitted after February 15th, including those of less than (1) week, will be treated on a first come basis and not decided by seniority. A request must be submitted no less than one (1) week before the effective date of the vacation, unless waived by mutual agreement with the department head/designee. The Hospital will respond in writing to all written requests within one (1) week of submission.

With approval, vacation time may be taken as single or multiple days, single or multiple weeks.

Staff members assigned to units that are open 7 days a week, 24 hours a day, shall not be required to find replacement coverage for themselves as a condition of approval of requested vacation time, including weekends, unless the vacation is requested after the schedule is posted. Notwithstanding the above, the Hospital has at all times the discretion to deny vacation requests based upon its operational needs, including staffing.

8.09 Sick Leave, Entitlement and Amount:

- A. All staff shall accrue sick time on the basis of one (1) day per month, based on the standard work day of the position classification [e.g. seven (7), seven and one half (7.5) or eight (8) hours.] Sick pay accruals are cumulative from one year to the next.
- B. 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:
 - 1. 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.
 - 2. 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.
 - 3. The application for the advance must be approved by the Department Head and accompanied by documentation of the illness.

4. The application must also be approved by the Chief Human Resource Officer or his/her designee.
5. 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 final and not subject to arbitration.
6. Should State regulations pertaining to the issue of sick leave donation become applicable to members of the negotiations unit during the term of the contract, the parties agree to meet and discuss the extension of such a benefit to members of this unit.

C. New Jersey Earned Sick Leave

1. Employees accrue one (1) hour New Jersey Earned Sick Leave for every thirty(30) hours worked for a maximum of forty (40) hours in a benefit year, July 1st to June 30th.
2. Employees can only carryover forty (40) hours of New Jersey Earned Sick Leave from one (1) benefit year to the next.
3. Employees may 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.

8.10 Sick Leave Notice and Pay:

A staff member will be paid for sick leave at his/her base rate of pay.

Staff are required to comply with the departmental call in procedure. If the illness extends beyond one (1) day, the staff member must continue to call in ill each day unless they have already indicated to his/her manager or immediate 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.

Supervisors taken ill while on duty and who leave their work area with their manager's permission shall be paid for the authorized time spent on the employer's premises and may use accrued sick leave if they desire payment for the balance of the work shift. Supervisors may be excused without seeking medical attention at the Hospital by their manager. Any non-exempt supervisor identified as an attendance abuser, in accordance with the Hospital's Attendance Policy, will not be paid for time spent on the Hospital's premises while seeking medical treatment. Such time will be unpaid.

Negotiations unit members may use paid sick leave in accordance with Article 9.02A

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: The supplemental compensation amount payment shall be computed at a 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 fifteen thousand (\$15,000.00) dollars.

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

8.11 Bereavement Leave

A. 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 8.01, 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 workdays shall be equivalent to the following number of hours based on the position classification, as defined in Article 8.01:

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 employees 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.

B. Other Family Member

In cases where 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 8.01, 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.

C. Use Within Thirty (30) Days

Such bereavement leave time must be used within thirty (30) days of informing employee's Department Head or Manager 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.

D. 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.

E. Proof of Death

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

F. 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.

8.12 Jury Duty Leave Amount:

Supervisors shall be granted necessary time off, at their base rate of pay, when they are summoned and perform jury duty as prescribed by applicable law and provided the staff member was scheduled to work on the day(s). In no case will jury duty be granted or credited for more than the standard workday or workweek for the supervisor.

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

The receipt of a notice to report for jury duty must be reported immediately to the supervisor's manager or immediate supervisor.

8.13 Jury Duty Leave Procedure:

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

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

8.14 Court Appearance:

Supervisors must cooperate and appear when summoned by University Hospital, or its designee, to testify at depositions, in court, or any other hearings. Supervisors shall be granted necessary time off, at his/her base rate of pay, when he or she is summoned to testify. This includes testimony related to where employee was a witness, party, or on any matter arising within his/her scope of employment at the Hospital, so long as the matter relates to the work of the supervisor, including matters he/she witnessed, and is not in the context of a personal lawsuit filed against the Hospital by the supervisor or a co-worker. The supervisor shall immediately report receipt of any subpoena or court order related to his/her employment at the Hospital to the Hospital’s Legal, Corporate & External Relations Group and to their manager or immediate supervisor.

8.15 Leave of Absence Limitation:

All leaves as described above must be taken at the time of the related occurrence or shall be waived. Supervisors will be terminated for obtaining leave by false pretense or for failing to return from a leave in accordance with the Hospital policy.

8.16 Meal Period:

Non-exempt staff who work during their regularly scheduled meal period will, at the option of the Hospital, be paid in accordance with the Federal Labor Standards Act (FLSA). Exempt staff shall be granted a meal period, during which time they shall remain available to respond to calls from the employer, unless the employee arranges for qualified coverage in his or her absence.

9. LEAVES OF ABSENCE

9.01 Basis and Amount:

Type of Leave	Maximum Length
Military.....	In accordance with State and Federal Statute
Family.....	As per current University Hospital Policy
Academic.....	6 months
Personal.....	1 month

9.02 Procedure:

A. FMLA for Self:

For employees taking medical/FMLA leave for self, the maximum leave allowed will be twelve (12) weeks, unless the employee has paid time accruals exceeding that amount of time. In cases where the employee has in excess of twelve (12) weeks of paid time accrued, the maximum length of leave time shall be equal to the lesser of the employee's paid time accrual or twelve (12) months. However, employees hired prior to January 1, 1983 shall be entitled to use all accrued paid sick time. All paid sick time accruals must be utilized first, then float holidays and vacation accruals may be used at the employee's option. For employees applying for New Jersey Temporary Disability, 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. In the event an employee requires leave time exceeding twelve (12) weeks and has exhausted paid time accruals, he/she may be eligible for paid time in accordance with the Staff Leave Donation policy. The statutory 12-week FMLA shall run concurrent with the first 12 weeks of such leave.

B. Military Leave: Military Leave will be governed by applicable State and Federal Statute.

C. Workers Comp Leave:

1. If an employee becomes disabled because the injury occurred during the course of the employee's job, 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.

3. If an injury occurs while performing assigned job duties and functions, employee shall receive the following if approved by Hospital Risk Management:

- a. 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 the authorized Worker's Compensation treating physician, through Hospital Risk Management, payment will be made in accordance with New Jersey Worker's Compensation Act.

4. If an employee is not approved by the Hospital Risk Management for leave of absence, 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.

D. Personal Leave: In certain circumstances, supervisors may be permitted to take an unpaid personal leave of absence from their positions with the Hospital. Such leaves may be applied for and are available to regular Full Time and Part Time supervisors working twenty (20) or more hours per week provided they have completed six (6) months of continuous service.

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

Such request must be submitted at least two (2) weeks in advance of the starting date for the leave except in the case of a bonafide emergency. A manager or immediate supervisor shall have the right to require proof of an emergency as a condition for approval.

The maximum length of a personal leave is one (1) month.

E. Return from Leave: University Hospital shall place a supervisor returning from an unpaid leave of six (6) months or less in his/her position, or if such position is unavailable, to an equivalent position. A supervisor who fails to return from leave within five (5) days from his/her scheduled date of return and without securing permission from his/her manager or immediate supervisor to extend such leave, shall be discharged.

A supervisor who has utilized the maximum length of leave and who is unable to return to work at that time with or without a reasonable accommodation after having engaged in the "interactive process" with the Hospital, shall resign in good standing, or, in the alternative, will be terminated for being unable to return from leave with or without reasonable accommodation.

10. MONETARY BENEFITS: HEALTH BENEFIT, PRESCRIPTION DRUG PROGRAM, DENTAL CARE PROGRAM, EYE CARE PROGRAM, LIFE INSURANCE, PENSION DISABILITY, PARKING, and TUITION REFUND

10.01 Health Benefits:

The Hospital shall participate in the State Health Benefits Plan during the period of this Agreement in accordance with the Plan administered by the State Health Benefits Program. Participation is subject to continuation for 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.

10.02 Prescription Drug Program:

The Hospital shall participate in the prescription program that is provided through the State Health Benefits Program during the life of this agreement 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.

10.03 Dental Plan:

The Hospital shall participate in the State administered Dental Care Program during the period of this Agreement in accordance with the Plan administered by the State Health Benefits Program ("SHBP"). Participation is 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.

10.04 Life Insurance Program:

Life insurance coverage is provided as part of the Public Employee Retirement System (PERS), or the Alternate Benefit Program. Both programs are administered by the New Jersey Division of Pensions. Eligibility for participation by staff members and benefits are governed by statute and Rules and Regulations promulgated thereunder and administered exclusively by the New Jersey Division of Pensions.

10.05 Pension:

University Hospital is a participant in the Public Employee Retirement System (PERS) and the Alternate Benefits Program. Eligibility for participation by staff members and benefits are governed by statute and Rules and Regulations promulgated thereunder and administered exclusively by the New Jersey Division of Pensions. A written description of the PERS Program or Alternate Benefits Program is available on-line at the University Hospital website, the State Health Benefits website, and can be obtained from the Hospital's Benefits Office.

10.06 Temporary Disability Plan:

University Hospital agrees to include staff in this unit in the State of New Jersey Temporary Disability Plan. It is a shared cost plan that provides payments to staff members who are unable to work as the result of non-work connected illness or injury. 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

10.07 Parking:

Subject to the parking fee agreement with Rutgers University, the parking fee for all negotiations unit members will be equal to .5% of the base salary of the last pay period of the previous fiscal year. Staff hired during any fiscal year shall pay a parking fee for the remainder of the fiscal year based on their salary at the time of hire.

10.08 Tuition Refund:

A. The Hospital will reimburse all eligible Full and Part-time employees up to three thousand seven hundred (\$3700) per calendar year for tuition costs for courses successfully completed with a grade of a "C" or better.

B. There will be no reimbursement for incidental fees incurred in the courses.

C. University Hospital will reimburse employees within six (6) weeks of submission of tuition receipts and grades by the staff member.

D. Effective January 1, 1997, there shall be no caps on the number of semesters for which a supervisor can receive a tuition refund.

E. Supervisors in the Mental Health and Social Work professions shall be eligible to receive tuition reimbursement for course work at a post-Master degree "institute" or an equivalent program in their fields.

F. University Hospital will reimburse employees for one (1) certification examination preparation course per year. Employees will not be reimbursed for certification exam preparation books.

11. MONETARY BENEFITS MISCELLANEOUS

11.01 Terminal Benefits:

A full-time or part-time staff member whose employment is terminated by reason of permanent layoff will receive as a terminal allowance:

- a. Three (3) weeks' notice or compensation at the staff member's regular compensation rate to the extent such notice is deficient.
- b. Accrued but unpaid vacation and compensatory time to the staff member's termination date.

11.02 Resignation:

A supervisor who terminates by resignation will give the Hospital twenty-one (21) days' written notice. Supervisors who resign and provide the twenty one (21) days' written

notice will be entitled to all accrued but unused vacation time, less any sick time advanced but not accrued.

Supervisors 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:

- Supervisors that resign with less than three (3) days' notice shall forfeit 100% of their accrued but unused vacation time;
- Supervisors 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;
- Supervisors 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;
- Supervisors 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 an employee 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 an employee calls out sick after submitting resignation, they will be salary deleted unless a doctor's note is presented.

Notwithstanding the foregoing, supervisors that resigns due to documented unforeseen circumstances beyond the employee's control that required the employee to resign without providing the twenty-one (21) shall be entitled to 100% of their accrued but unused vacation time, less any sick time advanced but not accrued, so long as the employee 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.

Supervisors who terminate by resignation or for any other reason must return all University Hospital property, including but not limited to ID cards, parking tags and keys, and computer software. Failure to return this property will allow the Hospital Management to withhold final paychecks.

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

11.03 Identification Cards:

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

11.04 Continuing Education:

A supervisor may request in writing to his/her manager or immediate supervisor, permission to participate in work-related educational workshops, seminars, conferences and/or conventions. University Hospital will make a reasonable effort to approve such participation.

University Hospital will grant time off without loss of pay to those supervisors approved to attend Continuing Education conferences.

Night shift supervisors who are scheduled off to attend Continuing Education programs may be given as a conference day, either the night before, or the night after. Staff will receive a response to their request for participation within two (2) weeks of submission.

All travel arrangements must be made in conformance with the Hospital policy in order to be reimbursable.

Staff members shall be allowed to complete mandatory, Hospital web-based courses, during regular work hours.

If the Hospital directs the employee to attend training session, certification class and/or continuing education program: (a) the Hospital will notify the Employee in advance of the program, (b) the Hospital will assume the cost of the training session, certification class and/or continuing education program, and (c) the employee shall be released from his normally scheduled shift in order to attend training sessions, certification classes and/or continuing education programs as directed by the Hospital.

Effective January 1, 2018, if an applicant or employee accepts a position, or promotion to a position, at University Hospital which requires the successful completion of training and/or achievement of certification in order to provide the employee with the skills necessary to perform the duties of that position, the applicant or employee shall commit to reimbursement of the Hospital for the training expenses, such as third party training costs, travel (up to a maximum of \$800 per trip for round-trip airfare), meals and lodging, etc., which have been incurred by the Hospital, if the employee voluntarily separates from the Hospital within two (2) years of the training and/or achievement of certification (3 years for new hires as set forth below). This obligation shall also apply to employees that are in their existing positions when they receive training or certification on or after January 1, 2018 that provides them with the skills necessary to perform the duties of the position. This obligation to reimburse the Hospital shall not be applicable to an employee that is terminated for cause or laid off by the Hospital.

For new hires hired on or after January 1, 2018, the obligation to reimburse the Hospital shall be pro-rated as follows:

Separation within one (1) year of commencement of course: 100% reimbursement of costs

Separation within two (2) years of commencement of course: 75% reimbursement of costs

Separation within three (3) years of commencement of course: 50% reimbursement of costs

For employees hired before January 1, 2018, the obligation to reimburse the Hospital shall be pro-rated as follows:

Separation within one (1) year of commencement of the course: 100% reimbursement of costs

Separation within eighteen (18) months of commencement of the course: 50% reimbursement of costs

Separation within two (2) years of commencement of the course: 25% reimbursement of costs.

For employees who have served six (6) consecutive years in a supervisory position, immediately prior to the commencement of the training, the obligation to reimburse the Hospital shall be as follows:

Separation within one (1) year of commencement of the course: 100% reimbursement of costs.

The employee will be provided with an individualized training agreement at the time he/she is sent for such education/training. The individualized training agreement will include an estimate of the cost of training expenses that the employee would have to reimburse in accordance with this Section, although it is understood that the reimbursement will be based upon the actual expenses.

Notwithstanding the foregoing, an employee that voluntarily separates from the Hospital due to unforeseen circumstances beyond the employee's control that required the employee to separate from the Hospital in less than two (2) years from completion of the training and/or achievement of the certification shall not be required to reimburse any amount under this Section, so long as the employee provided the Hospital with sufficient documentation in support of the unforeseen circumstance that was beyond the employee's control and provided as much notice of the separation as was practicable under the circumstances. It is understood that leaving for a higher paying job shall not be deemed to be an "unforeseen circumstance beyond the employee's control" under this Section.

11.05 Uniform Allowance:

Should the Hospital require staff members to wear uniforms but choose not to provide them, the Hospital will then give an annual uniform allowance.

Full Time Staff - \$500

Part Time Staff - \$250

The uniform allowance will be effective July 1st of each fiscal year to all eligible staff noted above who have completed their initial probation period prior to July 1st. Full or part-time payments will be based on the staff member's status as of July 1st. The staff member must be in active pay status as of the date of payment.

11.06 On-Call:

A. Non-exempt staff required to work on-call, as defined by the Fair Labor Standards Act (FLSA), will be compensated as required by the Act. Effective July 1, 2020, the rate for on-call compensation will be \$3.75 /hour.

B. When a non-exempt staff member is called to work outside his/her regularly scheduled shift, he/she will be compensated for the actual hours worked. The staff member will be guaranteed a minimum of two (2) hours of 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.

C. An exempt staff member required to work on-call or who is called to work at a time that the exempt staff member is not normally scheduled to work shall be treated in accordance with Article 6.04 of this Agreement.

11.07 Shift Differential:

Effective July 1, 2020, the shift differential shall be \$2.75 per hour for all non-exempt supervisors. The shift differential will be paid to non-exempt supervisors for complete shifts only. To be eligible for the shift differential, the non-exempt supervisor must work half or more of his/her regularly scheduled hours after 3:00 p.m. or before 6:00 a.m. The shift differential is not considered to be a part of a non-exempt supervisor's regular compensation rate and is only applicable for regularly scheduled hours.

11.08 Reimbursement for Travel:

Travel expenses will be reimbursed to negotiations unit members as per University Hospital Policy Number 00-01-50-10:00.

11.09 Reimbursement for Non-Required Certifications

The parties recognize that to the extent that an employee must obtain or maintain a license or certification as a requirement for his or her position, the employee is responsible for all costs associated therewith. Notwithstanding, the Hospital supports its employees' professional growth and will thereby reimburse employees up to a maximum of \$250.00 per calendar year toward the cost of obtaining or maintaining one certification or license that is related to, but not required for, the employee's job. Any employee seeking reimbursement pursuant to this Section must submit a written request for reimbursement to Human Resources Compensation Services with proof of the amount of the payment and an explanation of manner in which the certification or license pertains to the employee's job.

11.10 Inclement Weather Emergencies

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 intranet page, on the Inclement Weather hotline, 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 governmental agency will not pertain to the 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 and Inclement Weather Emergency, non-exempt 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. If the Hospital declares an Inclement Weather Emergency, exempt Category Red employees will not be paid additional compensation for working during the Inclement Weather Emergency, but may, at the discretion of management, be provided compensatory time. If a Category Red exempt employee does not come to work at all on a declared Inclement Weather Emergency, he/she will be salary deleted for the assigned shift missed and may also be subject to discipline at the discretion of management. However, the Department Head may advise an exempt Category Red employee in writing (which includes an e-mail) that the employee does not need to come to work that day, in which case, the employee may utilize Float Holiday time or accrued vacation time in order to be paid for the shift not worked during the Inclement Weather Emergency.
6. Category Red non-exempt and exempt 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. Employees shall be permitted to work from home on a declared Inclement Weather Emergency day only upon written approval (which includes an e-mail) of the Department Head.
7. Category Blue exempt and non-exempt employees will not report to work on a declared Inclement Weather Emergency. Category Blue exempt and non-exempt employees will utilize Float Holiday time or accrued vacation time in order to be paid for the shift not worked during an Inclement Weather Emergency, or they will be salary deleted if there is no such time available to them.
8. All Category Red staff that is on duty at the time when an Inclement Weather Emergency is declared must remain on duty until management authorizes the employee to leave.
9. 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.

12. HEALTH AND SAFETY

12.01 Health Examination:

Prior to the start of employment, the Hospital will provide each candidate for employment 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.

13. NO STRIKE/NO LOCKOUT

The Union and the negotiations unit members agree to refrain from any strike, work stoppage, slowdown, concerted refusal to work overtime, or concerted sick call, and will

not support or condone any such job action, nor prevent or attempt to prevent the access of any person to the Hospital's facilities during the term of this Agreement.

University Hospital agrees that there shall be no lockouts during the term of this Agreement.

14. DISCIPLINE AND GRIEVANCE/ARBITRATION PROCEDURE

14.01 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 extensions). 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 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. 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 as soon as feasible but no later than 72 hours, excluding weekends and observed holidays, after being submitted to the employee.

6. Unless otherwise stated in the written notice of discipline, any suspension without pay of two (2) shifts or more, demotion, or discharge shall be effective immediately, subject to reversal only pursuant to the grievance procedure.
7. The Union has the right to challenge the discipline by timely filing a grievance at Step 1 in accordance with the Grievance Procedure in Section 14.02.
8. All discipline not covered by Paragraph 6 shall be stayed until resolved through Step 2 of the Grievance Procedure. During the time that such discipline is stayed, it may not be referred to in any evaluation, promotional decision, or subsequent disciplinary charge other than termination, until the grieved discipline has been resolved through Step 2 of the Grievance Procedure. In the event that any portion of the suspension without pay is served before a grievance has been filed, only the balance of the suspension without pay shall be stayed and there shall be no entitlement to automatic reimbursement or reinstatement for the portion of the suspension without pay served prior to the filing of the grievance.
9. 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.

14.02 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.

The Union shall have the right to request pertinent information and documents related to the grievance or disciplinary matter at issue. Whenever possible, the Hospital shall provide the requested information within ten (10) days from receipt of the request. If that is not possible, the Hospital shall notify the Union and provide the soonest possible date within which the requested information will be provided.

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. Toward this end, the parties will attempt to address issues promptly as they arise.

Any non-disciplinary grievance shall be submitted in writing, to the applicable Department head within ten (10) calendar days of its occurrence or of the date when the employee or the Union first became aware of the circumstance 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 applicable Department Head within ten (10) 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.

The Department Head shall render a written decision ("Step 1 Decision") based on the evidence submitted by the Union within 10 calendar days of receipt of the written grievance. A copy of the Step 1 Decision will be provided to the Union president and the grievant(s). During the ten (10) day review period, the Union may request a meeting with the Department Head to discuss the grievance. If the Department Head believes a meeting is beneficial, it will be held within the ten (10) day review period. The decision by the Department Head to meet and discuss the grievance shall not toll the ten (10) day response period.

Step 2:

If the Union is not satisfied with the Step 1 Decision, it may submit the grievance to Step 2, in writing, to the Director of Labor Relations, within ten (10) calendar days, excluding holidays, after receipt of the Step 1 Decision. Either the Director of Labor Relations or designee, or the Union, may request a Step 2 hearing, which may be conducted by telephone if mutually agreed, for the purpose of resolving the grievance prior to issuance of the Step 2 Decision. If requested, the meeting shall be scheduled within fourteen (14) calendar days of being requested.

The Director of Labor Relations or designee shall serve as the Hearing Officer for the Step 2 Hearing and schedule a hearing within twenty (20) days from the date the Union submitted the grievance to Step 2. The Union shall have the right to make a presentation, including witness written statements, to the Director of Labor Relations or designee explaining the basis for the grievance. In addition to the Grievant and Management representative who appears at the grievance hearing, Union and Management may have one (1) witness each at a Grievance Hearing, other than the Grievant and Management representative, who has knowledge of the matter related to the grievance and will make a presentation of facts related to the Grievance. The

Hearing Officer may ask questions for clarification of Grievant, Management representative, or witnesses.

At the Step 2 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 twenty-one (21) calendar days, excluding holidays, of the hearing, the Director of Labor Relations or designee shall issue the Step 2 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 2 hearing cannot be scheduled within twenty (20) 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, or designee, shall make his decision based on the record submitted. With respect to any disciplinary grievance involving a written reprimand or suspension without pay of 24 hours or less, the Step 2 Decision shall be final and binding upon the parties and not subject to challenge or appeal in any forum.

Step 3. Arbitration:

Written warnings, written warnings in lieu of suspension without pay of 24 hours 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 the Step 2 Decision, the Union may file a written request 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 2 Decision. 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 penalty for a 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 or Step 2 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 these 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 the particular Step and shall permit the Union to move the grievance to the next step in the procedure.
- G. Attendance 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 2 meeting or at an arbitration hearing pursuant to Step 3 above. To the extent that the Hospital requires an employee to attend the Step 2 meeting or arbitration hearing as a witness, the Hospital shall pay the employee at his or her regular wage rate for the time spent at the meeting or hearing.

15. NONDISCRIMINATION

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, color, creed, 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 refusal to submit to a genetic test or make available the results of a genetic test to an employer or for any other reasons prohibited by applicable State and/or Federal law. Neither the Hospital nor the Union will discriminate against any staff member because the staff member is or is not a member of the Union, or because the staff member has filed any complaints or grievances with the Hospital or the Union.

16. SUBCONTRACTING SERVICES

If the Hospital contemplates contracting work normally performed by staff covered by this Agreement, the Hospital agrees, prior to the execution for such contract to provide no less than five (5) weeks' notice of such action, and to meet with the Union for discussion of the proposed contract. 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.

If such subcontracting necessitates the layoff of personnel, affected staff shall be given at least thirty (30) calendar days' notice prior to being laid off.

17. SALARY/ADJUSTMENT

17.01 Salary Program July 1, 2021 to June 30, 2024 :

- A. Effective the beginning of pay period closest to July 1, 2021 , all employees who are active at the time of ratification of this Agreement and who were employed by University Hospital as of July 1, 2021 , shall receive a 3.0% across-the-board increase retroactive to the beginning of pay period closest to July 1, 2021 . The SS and SH salary tables shall be increased by 3.0% effective the beginning of pay period closest to July 1, 2021 .
- B. Effective the beginning of pay period closest to July 1, 2022 , all employees who are employed by University Hospital as of July 1, 2022 , shall receive a 2.5% across-the-board increase. The SS and SH salary tables shall be increased by 2.5% effective the beginning of pay period the closest to July 1, 2022 .
- C. Effective beginning of pay period closest to July 1, 2023 , all employees who are employed by University Hospital as of July 1, 2023 , shall receive a 3.0% across-the-board increase. The SS and SH salary tables shall be increased by 3.0% effective the beginning of pay period closest to July 1, 2023 .
- D. Upon expiration of this Collective Negotiations Agreement, the parties agree to negotiate over the implementation of any portion of the following merit adjustment program.

Merit adjustments shall be made as follows:

Step 1: Determination of "share" value:

A "share" of the merit pool shall be determined as follows:

- (a) The performance rating number (3, 4 or 5) shall be multiplied by the number of people in the operating unit receiving that rating.

Example:

10 people receive 5 $10 \times 5 = 50$

20 people receive 4 $20 \times 4 = 80$

50 people receive 3 $50 \times 3 = 150$

- (b) Add the total number of "points" of resulting calculation:

$50 + 80 + 150 = 280$ "points"

- (c) Divide the merit pool dollars by the total number of "points" to determine the value of one "share"

Example: 1.7% of operating unit payroll = \$45,000

$\$45,000$ divided by 280 = @ \$160

One (1) "share" = \$160

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

- (a) Employees receiving a rating of "5" shall receive a merit adjustment of one share multiplied by five (5):

Example: $5 \times \$160 = \800

All employees in the operating unit receiving a rating of 5 would receive a merit adjustment of \$800

- (b) Employees receiving a rating of 4 shall receive a merit adjustment of one share multiplied by four (4):

Example: $4 \times \$160 = \640

All employees in the operating unit receiving a rating of 4 would receive a merit adjustment of \$640

- (c) Employees receiving a rating of 3 shall receive a merit adjustment of one share multiplied by three (3):

Example: $3 \times \$160 = \480

All employees in the operating unit receiving a rating of 3 would receive a merit adjustment of \$480

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

Miscellaneous

1. Minimums and maximums for each salary range shall be as follows:
 - a. FY 22 Effective the beginning of pay period closest to July 1, 2021, increased by 3.0%
 - b. FY 23 Effective the beginning of pay period closest to July 1, 2022, increased by 2.5 %
 - c. FY 24 Effective beginning of pay period closest to July 1, 2023, increased by 3.0%
2. An individual whose salary increase as set forth above would raise his/her salary to an amount exceeding the maximum for the salary range for his/her title will be given a one-time lump sum bonus in lieu of that portion of the salary increase which exceeds the salary range maximum.
3. In the event that the average performance appraisal score for the entire operating unit is less than a "3", the following limitation will apply. The maximum merit adjustment which any individual employee may receive shall be capped at (4) times the stated percentage used to define the merit pool based upon the employee's salary.

Example: If the merit pool is defined as one percent (1%) of CWA salaries in the operating unit, the maximum increase which an employee may receive is 4% of his/her salary (i.e., $4 \times 1\% = 4\%$).
4. There will be no other merit increase and no other "cost-of-living" or "across the board" increase other than those referred to above.
5. The dollar amounts expressed in this Article are unique to each fiscal year of this agreement and shall in no manner whatsoever be considered part of the status quo subsequent to the expiration of this agreement.

18. MAINTENANCE OF BENEFITS

The fringe benefits, which are substantially uniform in their application to negotiations unit members and which are currently provided to those staff members, shall remain in effect without diminution during the term of this Agreement unless modified herein or by subsequent agreement of the parties.

19. CRIMINAL BACKGROUND CHECKS

Section 1. The parties recognize that the ability of the Hospital to perform criminal background check 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 within 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 request, provide a written explanation to the employee and the Union describing the basis for the reasonable suspicion finding by management.

Section 2. In the event that 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 requires 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.

20. 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 refuse 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 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 from 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. If requested by the Union within 5 days of the drug or alcohol testing, the Hospital shall, within 5 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 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.

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. Employees will be paid for the duration of the test at their regular hourly rate of pay.

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 an unpaid leave of absence for drug/alcohol rehabilitation. 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, the 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 any leave of absence that will be provided to any employee under this Section shall be six (6) months, except where the employee is using their own accrued leave time beyond the six (6) month period. The maximum length of paid leave 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 their 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 termination.

21. COMPLETE AGREEMENT

University Hospital and the Union acknowledge this to be their complete Agreement inclusive of all negotiable issues whether or not discussed and hereby waive any right to further negotiations except as may otherwise be provided herein or specifically reserved for continued negotiations by particular reference in memoranda of understanding predating the date of signing to this Agreement and except that proposed new rules or modification of existing rules governing working conditions shall be presented to the Union and negotiated upon the request of the Union as may be required pursuant to Chapter 303 of the Law of N.J. 1968 as amended.

22. AVAILABILITY OF CONTRACTS

University Hospital agrees to post this contract on its web site.

23. TERM OF AGREEMENT, SUCCESSOR AGREEMENT NEGOTIATIONS PROCEDURES

23.01 Term of Agreement:

This agreement shall become effective on the date when the Union presents written certification of proper ratification to University Hospital and shall remain in full force and effect until June 30, 2024. The certification shall be effective if delivered to the Hospital within thirty (30) days of the signing of the Agreement.

23.02 Successor Agreement:

The Agreement shall be renewed from year to year thereafter unless either party shall give written notice of its desire to terminate, modify or amend the Agreement. Such notice shall be by certified mail prior to April 1, 2024. The parties agree to enter into collective negotiations concerning a successor Agreement to become effective on or after July 1, 2024 subject to the provision above.

23.03 Negotiations Procedures:

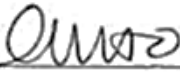
The parties also agree to negotiate in good faith on all matters properly presented for negotiations. Should an impasse develop, the procedures available under law shall be utilized exclusively in an orderly manner in an effort to resolve such impasse.

23.04 Notification Addresses:


Notice for the purpose of giving notice as provided in Article 23, the Hospital may be notified through the Chief Human Resources Officer, 30 Bergen Street, Newark, New Jersey, 07107; and the Union through CWA Local 1031, 84 Culver Road, Monmouth Junction, NJ 08852.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives In ~~May~~ ^{July} of 2023.

FOR UNIVERSITY HOSPITAL:

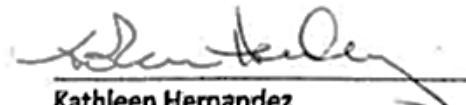


Eva M. Serruto, Esq.
Acting Chief Human Resources Officer



Edward Jimenez,
President & Chief Executive Officer

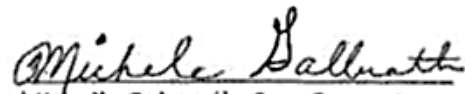
FOR THE UNION:



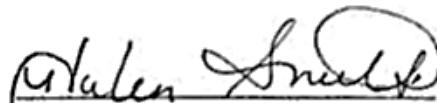
Kathleen Hernandez
EVP, CWA Local 1031

Bhishma Patel Digitally signed by Bhishma Patel
Date: 2023.05.24 15:16:00 -0400

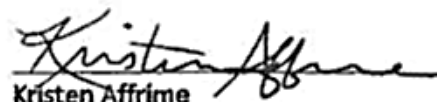
Bhishma Patel, Chief Tech
CWA Steward



Michelle Gabreath, Sup. Computer
Operator, CWA Steward



Helen Smith, Supervisor EVS
CWA Shop Steward



Kristen Affrime
CWA National Staff Representative

Side Letter 1

June 24, 2019

Kathleen Hernandez, EVP, CWA Local 1031
84 Culver Road
Monmouth Junction, NJ 08852

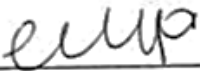
RE: Notice of Failed Probation

Dear Ms. Hernandez:

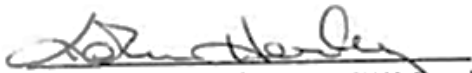
As agreed, please be advised that the Hospital agrees that when members of this negotiations unit exercise a bump and are subject to a probationary period in their new positions, this probationary period will be automatically extended by thirty (30) calendar days if they are told that they failed probation without some form of prior notice of deficient performance.

Please indicate your agreement by signature below.

Very truly yours,



Eva M. Serruto, Esq., Director Labor Relations
University Hospital



Kathleen Hernandez, EVP, CWA Local 1031
Communications Workers of America

Side Letter 2

June 24, 2019

Kathleen Hernandez, EVP, CWA Local 1031
84 Culver Road
Monmouth Junction, NJ 08852


RE: Layoff Notice

Dear Ms.Hernandez:

The Hospital agrees to meet with the CWA at least one week, except in the case of an emergency, in advance of any notice of layoff of CWA personnel greater than five. The purpose of the meeting is to discuss pending layoff situations. At that meeting, the Union is free to set forth its position on the pending layoff.



Eva M. Serruto, Esq. Director Labor Relations
University Hospital



Kathleen Hernandez, EVP, CWA Local 1031
Communications Workers of America

Side Letter 3

June 24, 2019
Kathleen Hernandez, EVP, CWA Local 1031
84 Culver Road
Monmouth Junction, NJ 08852

RE: Hiring and Promotional Opportunities

Dear Ms. Hernandez:

The Hospital 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 consideration of work performance, time and attendance and demonstrated attributes consistent with the Hospital's Code of Ethics and Conduct.

Please indicate your agreement by signature below.

Very truly yours,



Eva M. Serruto, Esq.
Director Labor Relations
University Hospital



Kathleen Hernandez, EVP, CWA Local 1031
Communications Workers of America

Side Letter 4

February 13, 2017

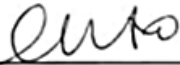
Kathleen Hernandez, EVP, CWA Local 1031 CWA Local 1031
84 Culver Road
Monmouth Junction, NJ 08852

RE: Exempt On Call and Comp Time

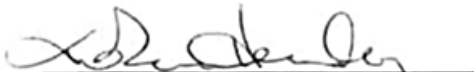
Dear Ms. Hernandez:

The parties agree that at the request of the Union, the parties will meet to discuss any issues that Union has pertaining to Comp Time and/or On-Call time. The meeting shall include a union representative, the applicable Department Head, and the Director of Labor Relations or designee. In no way shall the results of any such meeting be deemed subject to the Grievance Procedures.

Very truly yours,



Eva Serruto, Esq.
Director Labor Relations
University Hospital



Kathleen Hernandez, EVP, CWA Local 1031
Communications Workers of America

Side Letter 5

September 15, 2022

Kathleen Hernandez, EVP, CWA Local 1031
84 Culver Road
Monmouth Junction, NJ 08852

Re: Title Review
Dear Ms. Hernandez:

The Hospital agrees that it will conduct a market rate analysis of each of the following job titles which will be completed by March 1, 2023.

Supervisor Distribution; (2) Supervisor Environmental Services; (3) Supervisor Equipment Handler; (4) Supervisor Food Service; and (5) Supervisor Retail Services as well as any other Dietary Supervisors.

Additionally, the Hospital will conduct a market rate analysis of titles which supervise HPAE 5094 or Teamster Local 97 titles which have been adjusted, such as, but not limited to, all Supervisors in the Laboratory Medicine, Supervisors in Respiratory Therapy, Supervisors in Audiology, and Supervisors of HMIS This review will be completed by December 15, 2023.

The decision by Compensation services shall be final. A copy of the report will be provided to the Union.

Please indicate your agreement by signature below.

Very truly yours,



Eva M. Serruto, Esq.
Acting Chief Human Resources Officer



Kathleen Hernandez, EVP,
CWA Local 1031

CWA 1031 SUPERVISORY TITLE LISTING

This list is for informational purposes only

Position Title	TB	GRADE
ACLS/PALS TRAINING COOR	SS	27S
ADMIN ANAL II	SS	26S
ADMIN COOR I	SS	21S
ASST SUPVR GENERAL STORES	SH	16C
BIOMEDICAL SERVICE SUPVR	SS	29S
BLOOD BANK/TRANSFUSN SAFTY OFF	SS	25S
CHIEF ANESTHESIA TECHN	SH	21C
CHIEF INTERVENTIONAL TECHNOLOG	SH	28C
CHIEF NEUROPHYSIO TECHNOLOGT	SS	27S
CHIEF NUCLEAR MEDICAL TECH	SS	31S
CHIEF RADIATION THER	SS	34S
CHIEF TECH EDUC & QUAL CONTROL	SS	31S
CHIEF TECH RADIOLOGY	SS	29S
CHIEF TECHNOL ANOTOMIC PATH	SS	28S
CHIEF TECHNOLOGIST PATH	SS	28S
CHIEF TECHNOLOGT	SS	29S
CHIEF ULTRASONOGRAPHER	SH	27C
CLIN DOC & CODG INTEGRITY SUPV	SS	31S
CLINICIAN SUPERVISOR	SS	30S
COOR DATA SYSTEMS	SS	29S
COOR MEDICAL RECORDS	SS	20S
COOR SHIPPING & RECEIVING	SS	24S
ePROCUREMENT SYS ADMIN	SS	31S
FINANCIAL ASST ADVISOR SUPV	SS	21S
FLEET SUPERVISOR	SS	25S
HLTH EDUCATOR I	SS	25S
IST ANAL I	SS	30S
IST SUPVR I	SS	24S
IST SUPVR II	SS	21S
LEAD CLINICAL AUDIOLOGIST	SS	31S
LEAD NUTRITIONIST	SS	27S
LEAD OR SUPPLY ROOM	SH	16C
LEAD TECHNOLOGIST RADIOLOGY	SH	26C
LEAD THERAPIST (PM&R)	SS	31S
OFFICE MGR	SH	19B
OFFICE SUPVR	SH	17A
OFFICE SUPVR	SH	17B
PRACTICE SUPERVISOR	SS	22S
PREVENTIVE MAINT COOR	SS	25S
PRIN ACCOUNTANT	SS	25S
PRIN MGMNT ASST	SS	24S

CWA 1031 SUPERVISORY TITLE LISTING

This list is for informational purposes only

Position Title	TB	GRADE
PROCUREMENT SUPVR	SS	22S
PRODUCTION SUPVR	SS	21S
PROG COOR	SS	23S
PROG COOR	SS	25S
PROG COOR	SS	27S
PROJ LEADER	SS	31S
PURCHASING COOR	SS	26S
RESP THERPY CLIN SUPVR	SS	31S
SEC HD OPHTHALMOLOGY	SH	28C
SEC HD PATHOLOGY	SH	24A
SEC HD RADIOLOGY	SH	28C
SHIFT SUPVR PATHOLOGY	SS	24S
SOCIAL WORK COOR	SS	28S
SOCIAL WORK COOR	SS	25S
SOCIAL WORK SUPERVISOR	SS	26S
SR WRITER/ASST SR EDITOR	SS	27S
STAFFING COORD NURSING	SS	21S
SUPERVISOR VOICE SYSTEM DESIGN	SS	30S
SUPVG ACCOUNTANT	SS	27S
SUPVG AP TECH	SH	17A
SUPVG APPEALS COOR	SS	32S
SUPVG CLINICAL COOR-LIVER TPLT	SS	32S
SUPVG MEDICAL SVCS ASST	SH	17A
SUPVG PROCUREMENT ANALYST	SS	26S
SUPVR ACCOUNTS PAYABLE	SS	22S
SUPVR ACCESS AREA PHLEB TEAM	SS	25S
SUPVR CASH CONTROL	SH	22B
SUPVR CENTRAL ACCESS	SS	22S
SUPVR CENTRAL SVC	SS	19S
SUPVR COMPUTER OPER	SS	25S
SUPVR CYTOPATHOLOGY	SS	27S
SUPVR DISTRIBUTION	SH	18C
SUPVR ENVIRONMENTAL SVCS	SH	19C
SUPVR EQUIPMENT HANDLER	SH	19C
SUPVR FOOD SERVICE	SS	20S
SUPVR HOSP APPLIC ANALYST	SS	32S
SUPVR IMPLANT COOR&PERIOP INV	SS	23S
SUPVR MAINT & CONSTR	SS	24S
SUPVR MEDICAL RECORDS	SS	19S
SUPVR NURSING PAYROLL	SH	22C
SUPVR NUTRITION SERVICES	SS	21S

CWA 1031 SUPERVISORY TITLE LISTING

This list is for informational purposes only

Position Title	TB	GRADE
SUPVR OUTPATIENT CODING	SS	29S
SUPVR PATIENT ACCOUNTS	SS	20S
SUPVR PAYROLL	SS	24S
SUPVR PAYROLL BENEFITS	SS	23S
SUPVR PHARMACY	SS	35S
SUPVR QUAL CNTL & AUDIT	SS	21S
SUPVR RETAIL SERVICES	SS	18S
SUPVR TRAUMA REGISTRY	SS	30S
SUPVR VASCULAR LAB	SS	27S
TEAM SUPERVISOR	SH	17C
TEAM SUPERVISOR	SH	17B
UNIVERSITY ENVIRONMNTL COOR	SS	30S
USER SUPPORT SPEC I	SS	30S