

COLLECTIVE NEGOTIATIONS

AGREEMENT

Between

UNIVERSITY HOSPITAL

and

TEAMSTERS LOCAL 97

(July 1, 2024 – June 30, 2027)

PREAMBLE.....	1
RECOGNITION.....	1
ARTICLE I, MANAGEMENT RIGHTS	2
ARTICLE II, FAIR TREATMENT	3
ARTICLE III, PERSONNEL PRACTICES	5
ARTICLE IV, GRIEVANCE PROCEDURE.....	6
ARTICLE V, PRIOR BENEFITS AND PRACTICES	11
ARTICLE VI, ADMINISTRATION OF AGREEMENT.....	11
ARTICLE VII, WAGES	12
ARTICLE VIII, HOURS OF WORK AND OVERTIME	14
ARTICLE IX, HOLIDAYS	17
ARTICLE X, VACATIONS	19
ARTICLE XI, SENIORITY AND TRANSFERS.....	22
ARTICLE XII, STAFF BENEFITS	25
ARTICLE XIII, CLASSIFICATION OF NEW JOB TITLES AND JOB DESCRIPTIONS	27
ARTICLE XIV, STAFF MEMBER PERFORMANCE EVALUATION	28
ARTICLE XV, LEAVES OF ABSENCE	29
ARTICLE XVI, POLICY AGREEMENTS	33
ARTICLE XVII, HOSPITAL - UNION BUSINESS.....	34
ARTICLE XVIII, ACCESS TO PERSONNEL FOLDERS AND EVALUATIONS.....	39
ARTICLE XIX, CRIMINAL BACKGROUND CHECKS.....	39
ARTICLE XX, DRUG AND ALCOHOL TESTING	40
ARTICLE XXI, PRESERVATION OF RIGHTS.....	42
ARTICLE XXII, LEGISLATIVE ACTION & SAVINGS CLAUSE.....	42
ARTICLE XXIII, COMPLETE AGREEMENT	43
ARTICLE XXIV, AVAILABILITY OF CONTRACTS.....	43
ARTICLE XXV, TERM OF AGREEMENT, SUCCESSOR AGREEMENT AND NEGOTIATION PROCEDURES.....	43
SIDE LETTER	43

PREAMBLE

This Agreement is effective July 1, 2024 and is made between University Hospital (hereinafter called "University Hospital" or the "Hospital") and Teamsters Local 97 (hereafter called the "Union" or "Local 97").

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

RECOGNITION

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

A. The staff included are:

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

B. The staff excluded are:

1. Managerial Executives
2. Professional Staff
3. Registered Nurses
4. Confidential Staff
5. Craft Staff, Trade Helper and/or apprentices

6. Supervisors
7. Employees covered by the newly formed Teamsters EMS negotiations unit, upon the Hospital's written grant of recognition to such unit following satisfaction of all conditions set forth in N.J.A.C. 19:11-3.1(b).
8. Casual employees (persons regularly scheduled to work an average of fewer than twenty (20) hours per week within ninety (90) calendar days).
9. All other staff

This Collective Negotiations Agreement shall cease to apply to employees covered by the newly formed Teamsters EMS negotiations unit following the Hospital's written grant of recognition to such unit.

ARTICLE I MANAGEMENT RIGHTS

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

- A. To hire all employees and determine their qualifications and conditions for continued employment and/or assignment;
- B. To promote and transfer employees and to direct employees in the performance of their duties, including the right to determine the scheduling of Hospital personnel and the composition of shifts;
- C. To determine, make and enforce all reasonable rules, procedures and policies relating to the work, safety, the delivery of exceptional medical services, and the operations of the Hospital; this shall include the right to change or abolish such rules, procedures or policies;
- D. To select and determine the number and types of employees required and to determine the methods, means and personnel by which University Hospital operations are to be conducted, including the number and composition of departments and employees therein;
- E. To continue, alter, make and enforce reasonable rules and procedures pertaining to employee conduct and standards of performance and to suspend, demote, discharge and take other reasonable disciplinary action against employees for just cause, and/or to layoff, terminate or otherwise relieve employees from work due to lack of work;
- F. To assign such work to employees in accordance with the requirements of

exceptional medical care and the continuity of the Hospital's operations;

G. To determine the management of each department in the Hospital by the efficient selection, utilization, deployment and disposition of equipment which necessarily includes determining the quantity, type and brand of equipment and other products to be utilized;

H. To determine the number of hours per day and/or per week that operations in each department of the Hospital shall be carried on and/or to discontinue or relocate any portion or all of the operations;

I. To take whatever means necessary to carry out the mission of University Hospital in emergency situations.

ARTICLE II FAIR TREATMENT

A. No Reprisals

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

B. Regular Part-Time Staff

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

C. Temporary Full-Time Staff

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

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

D. Neither the Hospital nor the Union will discriminate against any staff member or applicant for employment, in any matter relating to employment because of race, creed, color,

religion, national origin, ancestry, age, marital status, civil union status, domestic partnership status, affectional or sexual orientation, genetic information, pregnancy, sex, gender identity or expression, disability or atypical hereditary cellular or blood trait of any individual, or because of the liability for service in the Armed Forces of the United States or the nationality of any individual, or because of the refusal to submit to a genetic test or make available the results of a genetic test to an employer or for any other reason prohibited by applicable State and/or Federal law.

E. Temporary and Per Diem Employees

1. Temporary Employee

Temporary Employee is hired for a specified period of time.

2. Per Diem Employee

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

3. Health Benefits

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

4. Benefit Time

Temporary full-time employees shall be eligible for holiday pay after six (6) months of continuous employment. Per diem employees shall not be eligible for any time off benefit.

5. Sick Time

Temporary or per diem employees shall not be eligible for sick time except as required by law.

6. Uniform Allowance

Temporary or per diem employees shall not be eligible for Uniform Allowance.

7. Tuition Reimbursement

Temporary or per diem employees shall not be eligible for tuition reimbursement.

8. Seniority

Regular employees shall not be laid off before temporary or per diem employees.

9. **Discipline**

Temporary or per diem employees shall not be subject to progressive discipline and may be terminated at any time. Progressive discipline and termination shall be final and binding and not subject to the grievance procedure.

10. **Job Posting**

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

**ARTICLE III
PERSONNEL PRACTICES**

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

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

C. Whenever a staff member is delayed in reporting for a scheduled work assignment, he shall endeavor to contact his supervisor in advance, if possible. Staff will be paid minute-for-minute when they punch/swipe in for their scheduled shift.

D. **Inclement Weather**

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

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

a. Category Red employees – those employees whose presence the Hospital has determined as necessary to the provision of safe, effective and efficient services.

b. Category Blue employees – those employees whom the Hospital has determined may be absent for a limited period of time without impacting critical services to patients and the community.

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

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

a. Employees who arrive for their assigned shifts on time will be paid a differential of 20% of their regular rate of pay for all hours worked.

b. Employees who report up to two (2) hours late for their assigned shift shall be paid their regular rate of pay for all hours worked and will be paid for the time, up to two (2) 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 (2) hours late will be paid their regular rate of pay for hours actually worked only. Employees must adhere to the department's call in procedure regarding lateness.

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

6. Category Blue employees will not report to work on a declared Inclement Weather Emergency. Category Blue exempt and non-exempt employees will utilize Float Holiday time, compensatory time, or accrued vacation time in order to be paid for the shift not worked during an Inclement Weather Emergency. The type of time to be used is at the employee's option. If no accrued paid leave time is available, the employee will be salary deleted.

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

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

ARTICLE IV GRIEVANCE PROCEDURE

A. Definition

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

B. Formal Steps

All grievances shall be processed in the following manner:

Step 1:

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

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

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

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

Either the Director of Labor Relations or designee, or the Union, may request a Step 1 hearing, which may be conducted by telephone or video conference if mutually agreed, for the purpose of resolving the grievance prior to issuance of the Step 1 Decision. If requested, the meeting shall be scheduled within twenty-one (21) calendar days of being requested.

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

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

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

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

Step 2 Arbitration.

Written warnings, written warnings in lieu of a suspension without pay of two (2) days/shifts or less, and suspensions of twenty-four (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 ("PERC").

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

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

The arbitrator shall be restricted to the application of the facts presented and shall have no authority to add to, detract from, alter, amend or modify any provision of this agreement, or to impose on either party a limitation or obligation not explicitly provided for in this agreement. The Arbitrator shall not have any authority to prescribe a monetary Award as a penalty for violation of this Agreement.

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

arbitrator's award, unless a party wishes to challenge the award. In the event such legal remedy is pursued, corrective action will be implemented no later than fifteen (15) calendar days after final resolutions by the courts.

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

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

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

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

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

H. Discipline

1. No non-probationary employee shall be subject to discipline by the Employer without just cause. The terms of this Article shall not be applicable to employees in their initial probationary period (including any extension, one hundred eighty (180) days with a possible thirty (30) day extension) or any temporary or per diem employees. Employer's judgment as to the adequacy of the probationary employee's performance during the probationary period or any action taken as a result thereof, shall not be deemed "discipline" nor shall it be subject to challenge by the Union or employee pursuant to this Article.

2. The term "discipline" shall mean: (a) official written warning or written warning in lieu of suspension without pay, (b) suspension without pay, (c) demotion, which is any reduction

in grade or title, or (d) discharge, when any of the foregoing occur based upon the employee's conduct or performance. The following shall not be construed as discipline:

a. Dismissal or demotion due to economic layoff or operational changes made by the Hospital;

b. Written or verbal counseling. A Counseling Notice is part of the performance improvement process and is an opportunity for management to constructively discuss with an employee the Employer's observations about the employee's performance or behavior.

3. The Hospital reserves the right to substitute a written warning in lieu of suspension without pay and such substituted written warning shall substitute for suspension in the Hospital's scheme of progressive discipline.

4. The Hospital may also, in lieu of suspension and upon mutual consent of the Union and employee, deduct up to five (5) days from the employee's vacation balances. In such circumstances, the disciplinary penalty will be equivalent to the same number of days of suspension and treated for all purposes as equivalent to a suspension without prejudice to the Employer, the Union or the employee.

5. An employee shall not be disciplined for acts, except those which would constitute a crime, which occurred more than one (1) year prior to the service of the Notice of Discipline or three (3) months after the Hospital had notice of the acts. The employee's whole record of employment, however, may be considered with respect to the appropriateness of the penalty to be imposed.

6. *Administrative Leave for Investigations.* In circumstances where an employee's continued presence is alleged to jeopardize patient care, employee health or safety, or the health or safety of others or where other serious misconduct is alleged, the Hospital may place an employee on Administrative Leave without pay for a maximum of two (2) weeks pending investigation into the employee's misconduct. If the Hospital seeks to continue the Administrative Leave beyond two (2) weeks as a result of the continuation of the investigation, any additional Administrative Leave shall be with pay. However, if the employee does not cooperate with the investigation which led to administrative leave without pay, and the investigation is beyond two (2) weeks, the Administrative Leave shall continue without pay. If, following the conclusion of the investigation, it is determined that no suspension, written warning in lieu of suspension, or termination will be brought against the employee, then the employee shall be entitled to back pay for the period of time he or she was on Administrative Leave without pay. If it is determined that an employee on unpaid Administrative Leave should be suspended for any length of time, the employee shall receive a written warning in lieu of suspension for two (2) days.

7. When discipline is imposed pursuant to this Article, the Employer shall provide written notice of the discipline to the employee. The written notice shall include a reasonable explanation of the reasons for the discipline and the penalty being imposed. A copy of the written

notice of discipline, and any supporting documentation available at the time the notice of discipline is issued, shall be provided to the Union via e-mail as soon as feasible but no later than seventy-two (72) hours, excluding weekends and observed holidays, after being submitted to the employee.

8. Unless otherwise stated in the written notice of discipline, any suspension without pay, demotion, or discharge shall be effective immediately, subject to reversal only pursuant to the grievance procedure.

9. The Union has the right to challenge the discipline by timely filing a grievance at Step 1 in accordance with the Grievance Procedure in Article IV, Section B.

10. Prior to suspension without pay or termination of an employee, the Hospital shall provide the employee with a pre-suspension/pre-termination opportunity to be heard. The employee will be afforded a meeting with the Hospital to discuss the allegations against the employee that could potentially result in a suspension without pay or termination and the employee will be given an opportunity to present his/her version of the facts. The Hospital shall consider the employee's position prior to rendering a decision of whether to impose discipline pursuant to this Article. The employee shall have the right to Union representation at this meeting.

ARTICLE V PRIOR BENEFITS AND PRACTICES

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

ARTICLE VI ADMINISTRATION OF AGREEMENT

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

ARTICLE VII

WAGES

A. Wage and Salary Program

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

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

B. Job Classification

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

C. Direct Deposit

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

D. Wage Structure

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

1. The Probation Rate is the minimum rate at which a new hire may be employed for any given classification. The probation rate is defined as 50 cents (\$0.50) per hour less than the then existing job rate. Upon successful completion of the one hundred eighty (180) day probation period, employees will receive an increase in their base rate of pay to the Job Rate for their classification, or 50 cents (\$0.50) per hour, whichever is greater.

2. The Job Rate is the benchmark rate of pay for each classification. The Probation Rate and the Two-Year Rate are calculated based upon the established Job Rate for each classification.

3. The Two-Year Rate is the minimum rate of pay a new hire may receive upon completion of two (2) years of qualified service, exclusive of leaves of absence. Upon completion of two (2) years of qualified service, employees will receive an increase in their base rate of pay to the Two-Year Rate for their classification, or 3.0% of their base rate of pay, whichever is greater. Service shall be calculated based upon the employee's current date of hire with the Hospital in a regular full time or part time position.

4. The effective date for these adjustments shall be the first day of the first full pay period following completion of probation as a new hire or attainment of two (2) years' service.

5. New Hires shall be hired at the established entry level rate (Probation Rate), except that the Hospital shall have the right to hire, at its sole discretion, new employees at a higher entry rate not to exceed the then-existing rate for the Two-Year rate, provided the new hire has a minimum of four (4) years of outside relevant experience. Employees so hired will not receive adjustments to their pay rate upon completion of probation or two (2) years of service.

6. The Hospital and Teamsters Local 97 agree that no new hire may be placed higher than the Two-Year rate, except where extraordinary circumstances exist as determined by the Director of Human Resources Services and the Director of Compensation Services. The Hospital will provide the union with written notice of such exceptions within five (5) business days of such an offer being extended, which shall set forth the extraordinary circumstances deemed to exist.

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

E. Salary Program July 1, 2024 - June 30, 2027

1. Contract Duration: July 1, 2024 through June 30, 2027 (3-year Agreement)

2. Effective the beginning of the pay period closest to July 1, 2024, all Regular Full Time, Part Time, and Temporary employees who are active at the time of ratification of this Agreement, and who were employed by the Hospital as of July 1, 2024 shall receive a 3.0% across-the-board increase retroactive to the beginning of the pay period closest to July 1, 2024. Job Rates shall be increased by 3.0% retroactive to the beginning of pay period closest to July 1, 2024.

3. Effective the beginning of the pay period closest to July 1, 2025, all Regular Full Time, Part Time, and Temporary employees who are employed by the Hospital as of that date shall receive a 3.0% across-the-board increase retroactive to the beginning of the pay period closest to July 1, 2025. Job Rates shall be increased by 3.0% retroactive to the beginning of pay period closest to July 1, 2025.

4. Effective the beginning of the pay period starting August 24, 2025, all Regular Full Time, Part Time, and Temporary employees who are employed by the Hospital as that date shall receive an additional 0.5% across-the-board increase, and Job Rates shall be increased by an

additional 0.5%.

5. Effective the beginning of the pay period closest to July 1, 2026, all Regular Full Time, Part Time, and Temporary employees who are employed by the Hospital as of that date shall receive a 4.0% across-the-board increase. Job Rates shall be increased by 4.0% effective the pay period closest to July 1, 2026.

F. Shift Differential

The shift differential will be \$2.00 per hour. Shift differential will be paid to members of the negotiations unit for complete shifts only. To be eligible for a shift differential, an employee must work half or more of his/her regularly scheduled hours after 3:00 pm or before 6:00 am.

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

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

ARTICLE VIII HOURS OF WORK AND OVERTIME

A. Hours of Work

1. The regularly scheduled standard workweek is assigned as either thirty-five (35), thirty-seven and one-half (37.5), or forty (40) hours. Part-time staff are assigned workweeks shorter than the standard workweek, but at least twenty (20) hours or more. A "day" is defined as the regularly scheduled workweek divided by five (5).

2. All full-time staff shall be scheduled to work a regular shift as determined by the Hospital. Work shifts shall have stated starting times and end of shift times. When permanent schedule or shift changes are made, twenty-one (21) calendar days' notice shall be given to the employee, except in the case of an emergency.

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

4. The Hospital agrees to give twenty-one (21) calendar days' written notice except

in the event of an emergency to negotiations unit members when their schedule changes (workdays and/or work hours). Whenever practicable, schedule changes shall be offered to the most senior person in the impacted title. If the most senior negotiations unit member does not desire the schedule change, volunteers will be solicited.

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

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

7. The normal schedule shall include a provision for an unpaid meal period during the mid-portion of the workday. There shall be a minimum of a thirty (30) minute unpaid meal period provided, except in emergency situations.

8. Any staff member required to be on call shall be compensated at the rate of \$2.75 per hour. Any staff member who is On-Call and fails to report when called to come into work will forfeit the On-Call pay for the entire shift they were scheduled to be On-Call.

B. Overtime

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

2. All staff shall be compensated at one and one half (1 ½) times the regular rate of pay for all hours worked in excess of forty (40) hours in a work week. Overtime pay and other premium pay shall not be pyramided.

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

4. Non-working time (including Vacation time, UH Sick time, New Jersey Earned Sick Leave, Holiday time, Float Holiday time, Bereavement time, Jury Duty, Administrative Leave with Pay time, Military Pay, Infection Control time, Workers Compensation Hours, Union Activity time, FMLA Leave paid with sick, float, or vacation, and time spent at conferences, classes, seminars, trainings not mandated by the Hospital) will not count as "time worked" in reaching the forty (40) hour threshold per week for premium overtime pay. If the Hospital mandates that an employee attend a conference, class, seminar, or training, the time the employee spends in such conference, class, seminar, or training (excluding any travel time) shall count as hours worked for purposes of overtime eligibility. The payment of time and a half (1 ½) for working on a premium holiday is not affected.

5. Insofar as the same is practical and consistent with the efficiency of operations, overtime shall be scheduled and distributed on a rotational basis by job classification within each functional work unit without any discrimination. To the extent that it is practical and reasonable

to foresee, the Hospital shall give the staff as much advance notice as possible relative to the scheduling of overtime.

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

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

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

9. All overtime must be previously approved by a supervisor. Any hours worked beyond the scheduled work week shall be paid to the employee at the rate of straight time for work totaling less than forty (40) hours per week, or time and one half (1 ½) for any hours worked above forty (40) hours per week.

10. The Hospital will follow all New Jersey statutes and regulations regarding mandatory overtime.

11. In cases where mandatory overtime is required, then the least senior qualified employee of the employees on duty can be required to stay and work the overtime. Such mandatory overtime shall be rotated starting with the least senior qualified employee.

12. In the event that an employee is forced to work a mandated shift, said employee shall be paid at the rate of time and one-half (1 ½) of their regularly scheduled rate for all hours worked in excess of forty (40) hours per week.

ARTICLE IX HOLIDAYS

A.

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

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

Employees who wish to observe Juneteenth may do so by charging such absence to their yearly vacation days or float holidays in accordance with the Hospital's leave provisions and policies and such requests shall not be unreasonably denied.

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

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

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

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

6. For work areas requiring seven (7) day coverage the Hospital will make every effort to rotate major holidays among the staff within the work area.

7. If a negotiations unit member is required to work on New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving or Christmas, he/she shall be paid at a rate of time and a half the regular rate of pay for all hours worked, in

addition to receiving an alternate day off from work or payment at the option of management. If a negotiations unit member is required to work on the Day after Thanksgiving or Good Friday, he/she shall be paid at the basic rate, in addition to receiving an alternate day off.

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

B. Holidays for Twelve (12) Hour Shift Staff

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

Full and part-time staff that are routinely scheduled to work twelve (12) hour shifts shall be compensated for the nine (9) Hospital designated holidays (totaling seventy-two (72) hours) as follows:

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

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

A staff member not in active status on a day designated by the Hospital as a holiday will not receive compensation for such holiday. A staff member scheduled to work on a Hospital designated holiday will be compensated, in accordance with Hospital policy, at the rate of time and one-half his/her base rate of pay for all hours worked on the holiday. Such compensation will conform, where appropriate, to the treatment given over-time pay in Article VIII(B)(3).

Upon termination of employment or upon transfer out of the twelve (12) hour shift, the staff member will be compensated for accrued holiday pay for any Hospital designated holiday which has not been paid less any monies the staff member may owe the Hospital.

ARTICLE X VACATIONS

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

A. Vacation Benefits

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

Amount of Service:

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

B. Vacation Schedules

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

C. Use of Vacation Time

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

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

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

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

5. When a staff member is on vacation and requires sick leave for any portion of that vacation leave, he/she must immediately request the use of accumulated sick leave, in accordance with the Hospital policies through the designated authority. Such requests may be

made by telephone, email or letter, but if by phone, should be confirmed by email or letter. No sick leave will be credited unless supporting medical evidence verifying the illness or injury is presented.

6. Departmental policies shall not automatically restrict the amount of vacation time which a staff member can request to use at one (1) time. The granting/denial of such a request shall be based on the operational needs of the department.

D. Notice Approval

Vacation requests for each "vacation year" of April 1 through March 31, must be planned and requested by February 15th of each year.

The employee 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 employees request the same time period, seniority will prevail.

Failure to submit a vacation request by February 15th will result in loss of seniority status as it relates to vacation requests. Should this occur, the employee will be presented with the dates of available vacation weeks after the "vacation planner" has been completed; with request for vacation responded to in writing within seven (7) calendar days of receipt.

A maximum of two (2) weeks' vacation will be granted in the prime vacation period from December 1 to January 15. This time will be granted on a seniority basis and will rotate. Employees are required to work either Christmas or New Year's. Requests to exceed the maximum two (2) weeks' vacation during the prime vacation period of December 1 to January 15 may be granted if the Hospital, within its sole discretion, determines that appropriate coverage for the unit will not be affected. Requests will be handled on a first come first serve basis. In the event of multiple requests, seniority shall govern, but once vacation is granted bumping does not apply. No employee may request more than two (2) weeks' vacation during the prime vacation period until such time as all vacations have been scheduled pursuant to the procedure set forth in this Article.

More than one (1) employee per work unit/department and work shift may be scheduled for vacation at one (1) time provided that appropriate coverage for the unit/department is not affected. Employees are not responsible for providing staff coverage as a basis for the approval of requested vacation time unless the employee's work schedule has already been posted.

The Hospital shall respond to vacation requests within two (2) weeks of submission, except in circumstances: (a) where additional time is reasonably necessary to assess staffing needs, such as during periods with a high volume of leave requests, (b) where requests are submitted far in advance of scheduling, (c) of significant staffing challenges (such as unfilled vacancies, statutory leaves, or departmental turnover), or (d) of other operational needs as determined by the Hospital. If a supervisor does not timely respond to a vacation request as set forth above, any employee seeking recourse must escalate their vacation request to their next-

level supervisor or department manager.

E. Separation

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

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

- Staff that resign with less than three (3) days' notice shall forfeit one hundred percent (100%) of their accrued but unused vacation time;
- Staff that resign and provide at least fourteen (14) days, but less than twenty-one (21) days, shall be entitled to seventy-five percent (75%) of their accrued but unused vacation time, less any sick time advanced but not accrued;
- Staff that resign and provide at least seven (7) days, but less than fourteen (14) shall be entitled to fifty percent (50%) of their accrued but unused vacation time, less any sick time advanced but not accrued;
- Staff that resign and provide at least three (3) days, but less than seven (7) shall be entitled to twenty-five percent (25%) of their accrued but unused vacation time, less any sick time advanced but not accrued.

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

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

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

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

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

F. Death

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

**ARTICLE XI
SENIORITY AND TRANSFERS**

A. Seniority

1. Job Promotion

Seniority will be one of the criteria for job promotions.

2. Seniority

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

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

4. Changes in Status

A voluntarily transferred, or promoted staff member serves a ninety (90) day probationary period on the new job with a possible ninety (90) day extension. Time spent on an authorized leave shall not count towards the probationary period. If the staff member fails to perform satisfactorily he/she shall retain the right to return to his/her former job (if still available) or placed in a suitable open position. If no suitable open position is available, the employee will be placed on lay-off and on the recall list for one (1) year. If the employee opts to return to their former position, the employee may not bid on another position for six (6) months.

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

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

5. Termination of Seniority

A staff member's seniority is broken, by resignation, discharge, other types of termination, lay-off of more than one (1) year, or refusal of a suitable position while on lay-off.

B. Transfers

1. Voluntary Transfers

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

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

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

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

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

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

2. Involuntary Transfer

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

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

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

C. Contracting Services

1. If the Hospital contemplates contracting for work normally performed by staff covered by this Agreement, the Hospital agrees that at least four (4) weeks (twenty-eight (28) calendar days) prior to the execution of such contract, to meet with the Union for discussion of the proposed contract.

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

D. Layoff, Placement and Bumping

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

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

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

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

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

d. Fourth, if the employee is not offered the opportunity to bump pursuant to “c” above, the employee may bump the least senior employee in the Hospital in his/her immediate prior title. If the employee opts not to exercise his/her bumping rights under this section, the employee may opt to be placed on the recall list. No probationary period for employee with ten (10) or more years of University Hospital seniority.

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

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

E. Successorship

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

ARTICLE XII STAFF BENEFITS

A. Health and Retirement Benefits

The Hospital shall participate in the State Health Benefits Plan in accordance with the Plan administered by the State Health Benefits Program ("SHBP"). Participation is subject to continuation of the program by the SHBP, 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.

B. Staff Protection

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

C. Uniforms

Effective January 1, 2026, if the Hospital requires employees in this negotiations unit to wear uniforms and does not provide the uniforms, the Hospital will provide an annual uniform allowance to the affected employees in the amount of \$250 for full-time employees. Part-time employees shall receive a pro-rated uniform allowance based on their FTE percentage.

To be eligible for a uniform allowance, the employee must be a regular (non-temporary), non-probationary employee hired to work full-time or part-time at least twenty (20) hours per week.

All uniform allowances shall be payable in the form of a credit (available beginning in the first full pay period in November of each contract year) at the uniform retailer(s) of the Hospital's selection.

Where the Hospital requires employees to wear uniforms but chooses not to provide them, the uniforms worn by employees shall then comport with such standards as are or may be set forth by the Hospital in its dress code policies.

D. Physical Examination

Prior to the start of employment, the Hospital will provide each new hire with a physical

examination. Thereafter, an examination will be provided if required or permitted by the appropriate accrediting authority, the Hospital, or by State and/or Federal law.

E. Tuition Refund Plan

Those employees that meet the eligibility requirements as set forth in Hospital's Tuition Assistance Program shall be eligible for tuition reimbursement for courses meeting the applicable criteria set forth in the Tuition Assistance Program. To receive reimbursement, employees must follow the procedural steps outlined in the Tuition Assistance Program. The maximum reimbursement shall be \$5,000 per calendar year.

The Hospital agrees to reimburse employees who have been employed at University Hospital for more than one (1) year tuition/registration fees associated with maintaining "certifications" required by the Hospital or the State of New Jersey for the position in which they are currently employed by the Hospital. The reimbursement shall not include the cost for books or certification renewal fee. Such reimbursement shall be charged to the employee's tuition reimbursement allowance. Within ninety (90) days of completion of the seminar, the signed certificate/proof of attendance shall be submitted to Human Resources and reimbursement will be paid within six (6) weeks of submission. Employees who receive tuition reimbursement and voluntarily separate their employment within twelve (12) months after the receipt of tuition reimbursement shall refund the Hospital the amount of the reimbursement received.

F. Dental Care Program

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

G. Temporary Disability Plan

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

H. Prescription Drug Program

The Hospital shall participate in prescription program that is provided through the SHBP in accordance with the Plan administered by the SHBP. Participation is subject to continuation of the program by the SHBP, 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.

I. Parking

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

J. Court Appearance

Employees must cooperate and appear when summoned by University Hospital, or its designee, to testify at depositions, in court, or any other hearings. Employees shall be granted necessary time off at the employee's regular rate of pay, when he or she is summoned to testify or prepare for a hearing or to assist in responding to discovery. This includes testimony related to where employee was a witness, party, or on any matter arising within the employee's scope of employment at the Hospital, so long as the matter relates to the work of the employee and is not in the context of a personal lawsuit filed against the Hospital by the employee or a co-worker. The employee shall immediately report receipt of any subpoena or court order related to their employment at the Hospital to the Hospital's Legal, Corporate & External Relations and to their supervisor.

ARTICLE XIII
CLASSIFICATION OF NEW JOB TITLES AND JOB DESCRIPTIONS

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

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

C.

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

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

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

ARTICLE XIV STAFF MEMBER PERFORMANCE EVALUATION

A. The performance evaluation will be conducted annually. At the time of the evaluation, employee will be provided a copy of his/her job description. The completed performance evaluation form will be given to the employee at the performance appraisal meeting. The meeting will be conducted at employee's review date (anniversary date) of that performance year. The employee 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 employee shall be included in employee's Personnel file in Human Resources. If comments are not made within this period or employee does not sign within this period, the right to comment will be forfeited, the manager employee 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 employee as "1", employee's manager must notify employee that his/her performance is deficient and that he/she may receive no performance-based increases, if applicable. 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. Employee receiving an overall rating of "1" shall not be entitled to receive performance-based salary increase, if applicable, other than an across-the-board salary increase. If an employee received a rating of "1", the manager shall review the substance of performance deficiencies with employee and shall counsel employee as to appropriate steps which should be taken to improve performance and shall review with employee any warnings or prior counseling received with respect to performance.

1. Upon mutual consent of the employee and their manager, an employee 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 employee'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 employee is not subject to the grievance procedure.

2. Employee shall be provided with copies of the performance evaluation and the agreement on performance standards and improvement goals. All evaluations shall be signed by employee and by the manager before being placed in employee's personnel file. Employee's signature shall signify that employee has seen and reviewed the evaluation, but not that she/he necessarily concurs with its contents. If the employee refuses to sign the evaluation, this should be noted on the evaluation form, and witnessed and dated by another manager.

3. Employee'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 employee that failure to improve performance may result in further discipline up to and including discharge.

ARTICLE XV LEAVES OF ABSENCE

A. Sick Pay and Leaves of Absence

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

B. Sick Pay

1. All negotiations unit members shall receive one (1) sick day per month.

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

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

B. The staff member has not been the subject of a written warning, suspension or any other discipline for attendance within the previous year. All evaluations over the last two (2) years must have been satisfactory.

C. The application for the advance must be approved by the Department Head and accompanied by documentation of the illness.

D. The application must also be approved by the Director of Human Resources Services or his/her designee.

E. The approval/disapproval of the application for the emergency advance of sick leave is grievable up to Step 2 of the Grievance Procedure. The decision of the Step 2 Hearing Officer is subject to arbitration limited to the issue of whether procedural requirements have been met for denial of the benefits.

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

4. Staff are required to comply with the departmental call in procedure. If the illness extends beyond one (1) day, the staff member must continue to call in ill each day unless they have already indicated to their supervisor an expected return date. If the illness extends beyond the expected return date he/she must call in with a new expected return date.

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

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

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

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

C. New Jersey Earned Sick Leave

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

2. Employees can only carry over forty (40) hours of New Jersey Earned Sick Leave from one (1) benefit year (July 1 to June 30) to the next.

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

4. For the avoidance of doubt, the amount of time that an employee uses for New Jersey Earned Sick Leave will also be deducted from the employee's University Hospital sick leave

bank as accrued pursuant to Article XV(B).

D. Bereavement Leave

1. Immediate Family Member

At the time of death of an immediate family member, an employee will be granted bereavement leave hours equal to up to three (3) standard workdays based on their position classification as defined in Article VIII(A)(1) 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 VIII(A)(1).

If an employee's position classification is thirty-five (35) hours per week they shall receive twenty-one (21) hours of bereavement leave for the death of an immediate family member.

If an employee's position classification is thirty-seven and a half (37.5) hours per week they shall receive twenty-two and a half (22.5) hours of bereavement leave for the death of an immediate family member.

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

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

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

2. Use Within Thirty (30) Days

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

3. 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, the employee may request unpaid leave. Documents justifying the extension of bereavement leave must be produced.

4. Proof of Death

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

5. 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. Per Diem and Part-Time Temporary employees are not entitled to benefits provided by this section.

E. FMLA Leave

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

F. Military Leave

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

G. Jury Duty

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

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

H. Leaves of Absence Due to Work Related Injury

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

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

a. Except as provided for in sub-paragraph (f) below, leave of absence shall not exceed twelve (12) weeks.

b. The first eight (8) weeks shall be paid at 100% of base rate salary, without shift differential, preceptor, education, or overtime pay.

c. The four (4) additional weeks, if required as documented by the authorized Worker's Compensation treating physician, through Hospital Risk Management, shall be paid at 70% of base rate salary. During this period, employees may not supplement payment by applying available sick, vacation, or float holiday balances.

d. Leave of absence shall be concurrent with any leave granted under the Hospital's FMLA policy.

e. During leave of absence, the employee will accrue leave time, seniority, and other benefits.

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

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

I. Personal Leave

In certain circumstances staff may be permitted to take unpaid leaves of absence from their positions with the Hospital. Leaves of absence may be applied for and are available to regular full-time and part-time staff working more than twenty (20) hours per week provided they have completed six (6) months of continuous service. Requests for leave of absence, the reasons for the leave and duration must be submitted in writing to the staff member's supervisor along with any supporting documentation at least two (2) weeks prior to the requested starting date of the leave except in the case of a bona fide emergency. The maximum length of unpaid personal leave pursuant to this subsection shall be one (1) month. The maximum length of unpaid personal leave for education purposes, however, shall be six (6) months in a calendar year.

J. Return from Leaves

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

**ARTICLE XVI
POLICY AGREEMENTS**

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

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

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

ARTICLE XVII HOSPITAL - UNION BUSINESS

A. Union Activity

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

- a. Represent staff in the unit at grievance hearings.
- b. Investigate a grievance which has been formalized and submitted in writing, providing that such investigation time will be limited to a maximum of one (1) hour and further provided there is no interruption of work activities. In emergency situations these limitations may be extended.
- c. Submit Union notices for posting.
- d. Attend negotiating meetings if designated as a member of the negotiating team and scheduled to attend by the Union.
- e. Attend scheduled meetings with the Hospital and its representatives concerning the application and administration of this Agreement.

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

B. Union/Hospital Representation

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

2. The Hospital will furnish the occupational title of every Hospital staff member such as Director of the Hospital, Department Heads or subordinate level department supervisors or

Human Resources representatives who have the authority from the Hospital to be considered either the immediate supervisor of any negotiations unit staff member for oral or written complaint, or written grievance purposes, or who are otherwise empowered by the Hospital to interpret or apply the terms and provisions of the Agreement on behalf of the Hospital.

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

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

5. It is agreed that the Union will appoint or elect a maximum of one (1) Shop Steward for each one hundred (100) members of the negotiations unit. There will be a minimum of fifteen (15) stewards during the life of the agreement. The following officers listed below will be recognized by the Hospital in their defined authority to act for the Union: President, Secretary-Treasurer, Attorney of Record, three (3) Business Agents, and Consultants designated by the Union.

C. Union Privileges

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

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

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

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

D. Reassignment (for Union Officers and Stewards)

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

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

E. Bulletin Boards

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

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

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

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

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

F. Union Dues Deductions

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

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

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

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

5. The Hospital shall deduct the union dues from a new staff member as soon as

possible after thirty (30) days from the beginning date of employment in a position in this unit.

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

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

8. Hospital Held Harmless

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

G. Leave for Union Activity

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

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

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

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

H. Grievance Investigation - Time Off

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

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

I. Membership Packets

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

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

ARTICLE XVIII

ACCESS TO PERSONNEL FOLDERS AND EVALUATIONS

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

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

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

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

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

ARTICLE XIX

CRIMINAL BACKGROUND CHECKS

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

B. If a criminal background check reveals any criminal conviction which had not been previously revealed to the Hospital, the Hospital will meet with the employee to discuss an

appropriate action. If the employee requests the presence of a Union representative at this meeting, the Hospital must hold this meeting with the employee and a Union representative, so long as the Union representative is available and does not cause the meeting to be unreasonably delayed.

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

ARTICLE XX DRUG AND ALCOHOL TESTING

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

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

1. When the Hospital has reasonable suspicion, based upon the behavior or demeanor of an employee, to believe that the employee's ability to perform their job duties is impaired;

2. 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

3. 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.

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

D. Employee will be transported for testing, if necessary, by car service or other reasonable means of transportation as determined by management. If requested by the

employee, a shop steward can accompany the employee to the testing site, so long as the shop steward is available and does not cause an unreasonable delay in getting the employee to the testing site. Employee, including the shop steward if applicable, will be paid for the remainder of the workday at their regular hourly rate of pay, and for overtime if the test goes beyond the regular workday.

E. 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.

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

1. 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.

2. 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.

3. Any leave pursuant to this Section shall run concurrently with FMLA Leave, if applicable.

4. The maximum length of a leave of absence that will be provided to any employee under this Section shall be six (6) months, except where an employee is using their own accrued time from the outset of the leave of absence, in which case the employee will be permitted to take a paid leave of absence until all of their accrued time has been utilized. No employee, however, may utilize accrued leave time to extend a leave of absence beyond six (6) months when the

employee took any portion of the first six months of the leave of absence as unpaid. The maximum length of paid leave time will be twelve (12) months. Any employee still unable to return to work after this period of leave may be terminated by the Hospital.

5. An employee that is on a leave of absence pursuant to this Section shall provide written documentation, which provides an update on the status of their ability to return to work, every thirty (30) days following the first day of such leave of absence. The written documentation must be from the facility where the employee is receiving treatment/counseling for his or her drug/alcohol dependency problem. An employee that fails to timely provide this documentation shall be subject to discipline up to and including termination.

ARTICLE XXI PRESERVATION OF RIGHTS

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

ARTICLE XXII LEGISLATIVE ACTION & SAVINGS CLAUSE

A. Legislative Action

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

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

B. Savings Clause

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

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

ARTICLE XXIII COMPLETE AGREEMENT

The Hospital and the Union acknowledge this to be their complete Agreement inclusive of all negotiable issues whether discussed or not discussed and hereby waive any right to further negotiations except as may otherwise be provided herein or specifically reserved for continued negotiation by particular reference in memoranda of understanding predating the date of signing of this Agreement and except that proposed new rules or policies or modifications of existing rules and policies governing mandatorily negotiable terms and conditions of employment shall be presented to the Union and negotiated upon the request of the Union as may be required pursuant to the New Jersey Employer-Employee Relations Act.

ARTICLE XXIV AVAILABILITY OF CONTRACTS

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

ARTICLE XXV TERM OF AGREEMENT, SUCCESSOR AGREEMENT AND NEGOTIATION PROCEDURES

A. Term of Agreement

This agreement shall remain in full force and effect from July 1, 2024 to June 30, 2027.

B. Successor Agreement

The Agreement shall be renewed from year to year thereafter unless either party shall give written notice of its desire to terminate, modify or amend the Agreement. Such notice shall be by certified mail by no later than April 1, 2027, or ninety (90) days prior to the expiration of the contract for any succeeding year for which the Agreement has been renewed. The parties agree to enter into collective negotiations concerning a successor Agreement to become effective on or after July 1, 2024, subject to the provisions above.

C. Negotiations Procedures

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

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

IN WITNESS WHEREOF, University Hospital and the International Brotherhood of Teamsters have caused this Agreement to be signed by their duly authorized representatives.

FOR UNIVERSITY HOSPITAL:



Dr. Kaitlan Baston (Oct 14, 2025 09:55:55 EDT)

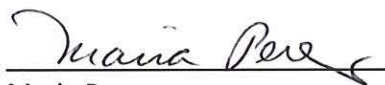
Dr. Kaitlan Baston
Interim President and Chief Executive Officer



Eva Serruto (Oct 13, 2025 10:25:54 EDT)

Eva M. Serruto, Esq.
Director Labor Relations

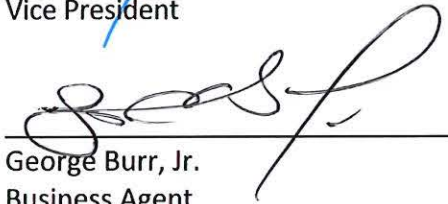
FOR THE UNION:



Maria Perez
President



Amy Lewis
Vice President



George Burr, Jr.
Business Agent

SIDE LETTER

August 25, 2025

Maria Perez, President
Teamsters Local 97
136 Central Avenue
Clark, New Jersey 07066

Dear Ms. Perez:

The Hospital agrees that it will conduct a market rate analysis within six (6) months after the Hospital and Teamsters Local 97 execute the Collective Negotiations Agreement for each of the following job titles:

- (1) Operating Room Technician I and II
- (2) Ophthalmic Technician
- (3) Physical Therapy Assistant
- (4) Respiratory Therapist 'Certified'
- (5) Certified Endoscopy Technician
- (6) All negotiations unit positions in the Radiology Department

Additionally, UH will consider as part of its market review analysis all duties and responsibilities of Certified Endoscopy Tech and Surg Techs, including training duties, that may impact an overall compensation adjustment.

Compensation Services will share the names of the vendor(s) it utilizes in conducting the market rate analysis. The decision by Compensation Services shall be final.

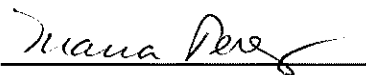
Please indicate your agreement by signature below.

Very truly yours,



Eva Serruto (Oct 13, 2025 10:25:54 EDT)

Eva M. Serruto, Esq.
Director Labor Relations



Maria Perez
President, Teamsters Local 97