

***COLLECTIVE BARGAINING AGREEMENT***

*between the*

***UNIVERSITY HOSPITAL***

*and*

***THE INTERNATIONAL UNION of OPERATING  
ENGINEERS***

***LOCAL 68-68A-68B, AFL-CIO***

**July 1, 2014 - June 30, 2017**

## INDEX

ARTICLE I RECOGNITION .....	1
ARTICLE II MANAGEMENT RIGHTS .....	2
ARTICLE III ACCESS TO PREMISES .....	3
ARTICLE IV FAIR TREATMENT .....	3
ARTICLE V NO STRIKE - NO LOCK-OUT .....	5
ARTICLE VI PRIOR BENEFITS AND PRACTICES .....	5
ARTICLE VII GRIEVANCE PROCEDURE .....	6
ARTICLE VIII DISCIPLINE .....	9
ARTICLE IX WAGES .....	10
ARTICLE X HOURS OF WORK AND OVERTIME .....	12
ARTICLE XI <sup>4</sup> PERSONNEL PRACTICES .....	14
ARTICLE XII HOLIDAYS .....	17
ARTICLE XIII VACATIONS .....	18
ARTICLE XIV SENIORITY AND TRANSFERS .....	19
ARTICLE XV STAFF MEMBER BENEFITS .....	22
ARTICLE XVI	

CLASSIFICATION OF NEW POSITIONS AND JOB DESCRIPTIONS .....	24
ARTICLE XVII	
STAFF MEMBER PERFORMANCE EVALUATION .....	24
ARTICLE XVIII	
LEAVE OF ABSENCE .....	25
ARTICLE XIX	
HOSPITAL-UNION BUSINESS .....	29
ARTICLE XX	
ACCESS TO PERSONNEL FOLDERS AND EVALUATIONS .....	33
ARTICLE XXI	
DRUG AND ALCOHOL TESTING.....	34
ARTICLE XXII	
CRIMINAL BACKGROUND CHECKS.....	36
ARTICLE XXIII	
PRESERVATION OF RIGHTS.....	36
ARTICLE XXIV .....	37
ARTICLE XXV	
COMPLETE AGREEMENT.....	37
ARTICLE XXVI	
AVAILABILITY OF CONTRACTS TERM OF AGREEMENT, SUCCESSOR AGREEMENT AND NEGOTIATION PROCEDURES.....	38
APPENDIX A	
JOB SERIES TITLES.....	40
APPENDIX B	
OPERATING ENGINEER TITLES AND GRADES.....	41

## PREAMBLE

This Agreement is effective \_\_\_\_\_ and is made between University Hospital, 150 Bergen Street, Newark, New Jersey (hereinafter called "University Hospital" or the "Hospital") and International Union of Operating Engineers Local 68-68A-68B, AFL-CIO.

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, with a joint goal of furtherance of the University Hospital mission.

## ARTICLE I

### RECOGNITION

- A.** University Hospital, hereinafter referred to as the "Hospital" hereby recognizes the International Union of Operating Engineers Local 68-68A-68B, AFL-CIO and hereinafter referred to as the "Union" as the exclusive representative for collective negotiations concerning wages, hours and conditions of employment for all its staff members in this bargaining unit.
- B. The staff members included are:**
1. All crafts full-time staff members including Trade Helpers listed in Appendix B.
  2. All regular, part-time staff members that regularly work a minimum of 20 hours per week.
- C. The staff members excluded are:**
1. Managerial Executives
  2. Professional Staff members
  3. Confidential Staff members
  4. Supervisors
  5. Part-time staff members that do not regularly work a minimum of 20 hours per week.
  6. Clerical Staff members
  7. All other part time, casual, or temporary staff members
  8. All other staff members of the Hospital

**D. Hiring**

The Hospital agrees that when job openings occur in job titles covered by this Agreement, it will simultaneously:

1. communicate with and request the appropriate craft union to refer craftsmen whom it will consider, provided that the union does so on a non-discriminatory basis.
2. post the job in accordance with Hospital policy and receive staff member bids which it will consider, provided the staff member is qualified to do the work.
3. utilize other sources of recruitment.

**E.** The Hospital agrees there will be no aid or promotion of any other labor group or organization which purports to engage in collective negotiations with the Hospital or its designated representatives for any purpose for staff members covered by this contract.

**ARTICLE II**

**MANAGEMENT RIGHTS**

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

- a. To hire all employees and determine their qualifications and 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, 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, and/or to layoff, terminate or otherwise relive employees from work due to lack of work;

- f. To assign such work to employees in accordance with the requirements 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, except as modified by the express terms of this Agreement, to carry out the mission of University Hospital in emergency situations.

### **ARTICLE III**

#### **ACCESS TO PREMISES**

- A. Each business agent or representative previously designated to the Hospital by the Union shall be admitted to the premises of the Hospital on Union business. Notice of such visitation rights shall be directed to designated Hospital officials and include the general purpose of the visit. Permission for such visits shall not be unreasonably withheld.
- B. Such union officials shall have the opportunity to consult with staff members before the start of the work shift, during lunch or breaks, or after completion of a work shift. The Hospital will provide accommodations at its facilities for such meetings 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 attendant thereto are borne by the Union.

### **ARTICLE IV**

#### **FAIR TREATMENT**

##### **A. No Reprisals**

It is understood and agreed that all staff members covered by this Agreement enjoy the right to exercise their privileges provided under the New Jersey Employer-Employee Relations Act, as amended, 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 Member**

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

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

**C. Non-Discrimination**

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, national origin, religion, 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. Neither the Hospital nor the Union will discriminate against any staff member because the staff member is or is not a member of the Union, or because the staff member has filed any complaints or grievances with the Hospital or the Union.

## ARTICLE V

### NO STRIKE - NO LOCK-OUT

#### A. No Strike Provision

1. The Union and the bargaining unit members agree that they shall not engage in any strike, work stoppage, sympathy strike, hand billing, bannering, picketing, and will not support or condone any such job action during the term of this Agreement.
  2. Should unauthorized strike, work stoppage, slowdown, or other job action by staff members covered by this Agreement take place, the Union will take public action to bring about an immediate cessation of such actions.
- B.** No lock out of staff members shall be instituted or supported by the Hospital during the term of this Agreement, nor shall the Hospital or the Union engage in activities in violation of this Agreement.

## ARTICLE VI

### PRIOR BENEFITS AND PRACTICES

If 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 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 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.



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

Any non-disciplinary grievance shall be submitted in writing, to the applicable Department Head within ten (10) calendar days of its occurrence or of the date when the employee or the Union first became aware of the 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 applicable Department Head within fifteen (15) 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 of Union. If the grievance is disciplinary in nature, copies of all documents relied upon by the Union in challenging the discipline must be included.

The Department Head shall render a written decision ("Step 1 Decision") based on the evidence submitted by the Union within 15 calendar days of receipt of the written grievance. A copy of the Step 1 Decision will be provided to the Union president and the grievant(s). During the fifteen (15) day review period, the Union may request a meeting with the Department Head to discuss the grievance. If the Department Head believes a meeting is beneficial, it will be held within the fifteen (15) day review period. The decision by the Department Head to meet and discuss the grievance shall not toll the ten (15) day response period.

**Step 2:** If the Union is not satisfied with the Step 1 Decision, it may submit the grievance to Step 2, in writing, to the Director of Labor Relations, within fifteen (15) calendar days, excluding holidays, after receipt of the Step 1 Decision. Either the Director of Labor Relations or designee, or the Union, may request a Step 2 hearing, which may be conducted by telephone if mutually agreed, for the purpose of resolving the grievance prior

to issuance of the Step 2 Decision. If requested, the meeting shall be scheduled within fourteen (14) calendar days of being requested.

At the Step 2 Hearing, the Union will make a presentation to the Director of Labor Relations or designee explaining the basis for the grievance and any supporting arguments. If the grievance is based on discipline, the Union will explain why the discipline was unwarranted and/or why the penalty is too severe (although this does not change the fact that the Hospital has the burden of proof in disciplinary matters). The Director of Labor Relations or designee shall have the right to ask questions of any of the individuals that appear at the hearing.

Within 21 calendar days of the hearing, the Director of Labor Relations or designee shall issue the Step 2 decision, in writing, to the Union, which shall provide for a decision in the matter and the reason(s) for the decision.

If a Step 2 hearing cannot be scheduled within fourteen (14) days, the parties may, by mutual written agreement agree to a later date. If a hearing cannot be held within thirty (30) days, the Director of Labor Relations shall make his decision based on the papers submitted. With respect to any disciplinary grievance involving a written reprimand or suspension without pay of 24 hours or less, the Step 2 Decision shall be final and binding upon the parties and not subject to challenge or appeal in any forum.

### **Step 3. Arbitration:**

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

In the case of non-disciplinary grievance and disciplinary grievances involving suspension (more than 24 hours), written warning in lieu of a suspension of more than 24 hours, involuntary demotion (not the result of a reduction in force) or discharge, if the Union is not satisfied with the Step 2 Decision, the Union may file a written request for binding arbitration through the Public Employment Relations Commission (with copy provided simultaneously to the Director of Labor Relations). Requests for arbitration must be submitted to the Public Employment Relations Commission within thirty (30) calendar days of its receipt of the Step 2 Decision. Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration. The Union's decision concerning whether or not to request binding arbitration shall be final as to the interests of both the Union and the grievant.

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

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

Upon receipt of the arbitrator's award, corrective action, if any, will be implemented as soon as practical, but in any event no later than thirty (30) calendar days after receipt of the arbitrator's award, unless a party wishes to challenge the award. In the event such legal remedy is pursued, corrective action will be implemented no later than fifteen (15) calendar days after final resolutions by the courts.

- C. **Abandonment of Grievance:** If the initial grievance was not timely filed at Step 1 or Step 2 as set forth above, or if it was not timely submitted to arbitration then the grievance shall be deemed to have been abandoned by the Union and the Union shall be precluded from submitting the matter to arbitration. No arbitrator shall have any authority whatsoever to rule upon the merits of a grievance that has been abandoned in accordance with these procedures.
- D. **Bifurcation:** Absent a written agreement between the parties to the contrary, if a dispute arises over whether a grievance or disciplinary appeal has been waived or abandoned in accordance with this Article, this procedural issue will be bifurcated from the issue on the merits and shall be heard and decided by a different arbitrator than the arbitrator that decides the case on the merits. The case on the merits shall be held in abeyance pending the outcome of the procedural issue.
- E. **Extending Time Limits:** Time limits throughout this Grievance Procedure may be extended by mutual consent of both parties, but only where the mutual consent is in writing and signed by both parties (an exchange of e-mail messages by both parties indicating agreement to extend the time limit will satisfy this requirement).
- F. **Hospital Failure to Timely Respond:** A failure by the Hospital to respond at any step within the provided time limits shall be deemed a denial of the grievance at that particular Step and shall permit the Union to move the grievance to the next step in the procedure.
- G. **Attendance at Meetings/Hearings:** The Hospital shall permit the Grievant to take time off without loss of pay from his or her scheduled shift, if applicable, for any time spent at the Step 2 meeting or at an arbitration hearing pursuant to Step 3 above. To the extent that University Hospital requires an employee to attend the Step 2 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.

## ARTICLE VIII

### DISCIPLINE

1. No non-probationary employee shall be subject to discipline by the Employer without just cause. The terms of this Article shall not be applicable to employees in their initial probationary period (including any extensions). Employer's judgment as to the adequacy of the probationary employee's performance during the probationary period or any action taken as a result thereof, shall not be deemed "discipline" nor shall it be subject to challenge by the Union or employee pursuant to this Article.
2. The term "discipline" shall mean: (a) official written warning or written warning in lieu of suspension without pay, (b) suspension without pay, (c) demotion, which is any reduction in grade or title, or (d) discharge, when any of the foregoing occur based upon the employee's conduct or performance. The following shall not be construed as discipline:
  - a. Dismissal or demotion due to layoff or operational changes made by the Hospital;
  - b. Written or verbal counseling. A Counseling Notice is part of the performance improvement process and is an opportunity for management to constructively discuss with an employee the Employer's observations about the employee's performance or behavior.
3. The Hospital reserves the right to substitute a written warning in lieu of suspension without pay and such substituted written warning shall substitute for suspension in the Hospital's scheme of progressive discipline.
4. The Hospital may also, in lieu of suspension and upon mutual consent of the Union and employee, deduct up to five (5) days from the employee's vacation balances. In such circumstance, the disciplinary penalty will be equivalent to the same number of days of suspensions and treated for all purposes as equivalent to a suspension without prejudice to the Employer, the Union for the employee.
5. When discipline is imposed pursuant to this Article, the Employer shall provide written notice of the discipline to the employee. The written notice shall include a reasonable explanation of the reasons for the discipline and the penalty being imposed. A copy of the written notice of discipline, and any supporting documentation available at the time the notice of discipline is issued, shall be provided to the Union as soon as feasible but not later than 72 hours, excluding weekends and observed holidays, after being submitted to the employee.
6. Unless otherwise stated in the written notice of discipline, any suspension without pay, demotion, or discharge shall be effective immediately, subject to reversal only pursuant to the grievance procedure.
7. The Union has the right to challenge the discipline by timely filing a grievance at Step 1 in accordance with the Grievance Procedure in Article VII.

8. 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 IX

### WAGES

#### A. **Correcting Payroll Errors**

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

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

#### B. **Wage Structure**

Base Compensation Rate is an employee's base rate of pay and does not include any differential(s), premiums(s) or bonuses.

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

1. The Probation Rate is the minimum rate at which a new hire may be employed for any given classification. The probation rate is defined as 50 cents per hour less than the then existing job rate. Upon successful completion of the 180 day probation period, employees will receive an increase in their base rate of pay to the Job Rate for their classification, or 50 cents per hour, whichever is greater.
2. The Job Rate is the benchmark rate of pay for each classification. The Probation Rate and the Two Year Rate are calculated based upon the established Job Rate for each classification.

3. The Two Year Rate is the minimum rate of pay a new hire may receive upon completion of two (2) years of qualified service, exclusive of leaves of absence, provided there is no discipline pending and performance is satisfactory. 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 Probation Rate, except that the Hospital shall have the right to hire, at its sole discretion, new employees at a higher entry rate not to exceed the then-existing rate for the two (2) year rate, provided the new hire has a minimum of four (4) years of outside relevant experience. Employees so hired will not receive adjustments to their pay rate upon completion of probation or two years of service.
6. 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 bargaining agreement.

**C. Salary**

Effective July 1, 2014:

- All employees who are active at the time of ratification of this Agreement and who were employed by the Hospital as of July 1, 2014, shall receive a 2.00% across-the-board increase retroactive to July 1, 2014.
- There will be a 2.00% increase to the Job Rates retroactive to July 1, 2014.

Effective July 1, 2015:

- All employees who are active at the time of ratification of this Agreement and who were employed by the Hospital as of July 1, 2015, shall receive a 2.00% across-the-board increase retroactive to July 1, 2015.
- There will be a 2.00% increase to the Job Rates retroactive to July 1, 2015.

Effective July 1, 2016:

- All employees who are active at the time of ratification of this Agreement and who were employed by the Hospital as of July 1, 2016, shall receive a 2.00% across-the-board increase retroactive to July 1, 2016.

- There will be a 2.00% increase to the Job Rates.

### **Shift Differential**

Effective July 1, 2014, and for the duration of this agreement, the shift differential will be \$2.00 per hour.

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

### **D. Maintenance Allowance**

Effective July 1, 2014, the Maintenance Allowance paid to members of the bargaining unit will be \$350.

Effective July 1, 2015, the Maintenance Allowance paid to members of the bargaining unit will be \$350.

Effective July 1, 2016, the Maintenance Allowance paid to members of the bargaining unit will be \$350.

In order to be eligible to receive the Maintenance Allowance, an employee must have been hired prior to January 1<sup>st</sup> of the calendar year in which it is paid, and must be on the Payroll as of July 1<sup>st</sup> of that year.

Such payment will be either the first or second pay check of August.

- E. The parties to this Agreement understand that the public services provided to the citizenry of the State of New Jersey require 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 X**

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

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

1. The duration of the work week for each job classification within the unit shall be consistent for all staff members within each classification having the same salary grade, except for part-time staff members. The regularly scheduled standard work week is assigned as either 35 hours, 37 1/2 hours, or 40 hours. Part-time staff members are assigned workweeks shorter than the standard workweek. A "work day" is defined as the number of hours in the scheduled workweek divided by 5
2. All full-time staff members shall be scheduled to work a regular shift as determined by the Hospital, which work shifts shall have stated starting and ending times. When

scheduled changes are made, the maximum possible notice shall be given and the staff member's convenience shall be given consideration. There shall be no change during the shift being currently worked to avoid the payment of overtime with notice prescribed in A3 immediately following.

3. A staff member whose shift has been changed, shall be given not less than one week's notice, except in the case of an emergency, where the notice shall be not less than 48 hours, both of which may be appealed to the department head or his designee. In the case of emergency notice, the Business Agent will be informed. In the event of such appeal, no change in such shift shall be made until a decision on such appeal by first line management shall be handed down. Should such advance notice not be given, a staff member affected shall not be deprived of the opportunity to work the regularly scheduled number of hours in his work week.
4. Work schedules shall provide for a fifteen (15) minute rest period during each one-half (1/2) shift. Staff members who are required to work beyond the end of this scheduled shift into the next shift shall receive a fifteen minute rest period when the period of work beyond their regular shift exceeds two (2) hours. Staff members required to work four hours beyond their regular ending time shall be entitled to a fifteen minute rest break and to a lunch break under conditions prevailing on their regular shift.
5. The time sheet of a staff member shall be made available for inspection on his request.
6. When a staff member is called to work outside his regularly scheduled shift, he shall be compensated for the actual hours worked. He shall be guaranteed a minimum of four (4) hours compensation whether or not the four (4) hours are worked, except when the end of the call-in period coincides with the beginning of his regular shift.

#### **B. Overtime**

1. The Hospital conforms to the Fair Labor Standards Act (F.L.S.A.) on overtime.
2. All staff members shall be compensated at time and one half (1 1/2) for all hours worked in excess of forty (40) hours. Overtime pay and other premium pay shall not be pyramided.
3. Such overtime hours shall be compensated either by (a) payment through direct deposit, or (b) compensatory time off, at the rate of one and one-half (1 1/2) hours for each hour worked. The decision concerning payment through direct deposit or compensatory time off shall be in the sole discretion of management, so long as management provides advanced notice to employees of this decision.
4. For the purpose of computing overtime, unworked but paid time off shall be counted, except for paid sick time which shall not be counted.
5. Overtime shall be distributed on a rotational basis, by job classification, within each functional unit without any discrimination based on the lowest number of overtime hours worked. An employee who begins a task which takes longer than his assigned shift to complete may, subject to his supervisor's approval, be



permitted to remain on duty until it is completed. An employee will not be called in for overtime in such situations.

All overtime hours worked or refused by the staff member shall be recorded on the overtime roster and shall count towards the total number of overtime hours, for the purpose of regulating the overtime list.

The Hospital shall give the staff members as much advance notice as possible relative to the scheduling of overtime. The Shop Steward of each functional unit shall maintain and post a list of the overtime rotation and update it on a weekly basis. University Hospital management shall cooperate and provide all overtime information on a weekly basis to the Shop Steward to enable him to accurately maintain the overtime roster.

6. For the purpose of this provision, each staff member is expected to be available for overtime work. A staff member who refuses an overtime assignment shall be considered to have worked for the purpose of determining equal distribution of overtime. Once a staff member is scheduled and accepts an overtime assignment; he shall be subject to all Hospital rules and regulations and the appropriate provisions of this Agreement.
7. In cases where there are no volunteers and overtime is required, then the least senior qualified staff member of the staff members 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 members shall be available to the Union in the functional work unit.
9. The Hospital shall allow individuals who earn compensatory time to use the compensatory time within thirty (30) days of when it was earned.

## ARTICLE XI

### PERSONNEL PRACTICES

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

**B.** The Hospital shall furnish identification cards to all staff members. 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. A staff member who has a reasonable excuse and is less than five (5) minutes late is not to be reduced in salary or denied the opportunity to work the balance of his scheduled shift and he shall not be disciplined except where there is evidence of repetition or neglect.

Lateness in reporting for a scheduled work assignment, either at the outset of a shift or upon return from a break, shall be handled in accordance with the Hospital's Attendance Control Policy.

#### **D. Inclement Weather Emergencies**

1. The President and CEO of the Hospital, or his/her designee, has the option, in his/her sole discretion, to declare an "Inclement Weather Emergency". The decision to declare an "Inclement Weather Emergency" will be announced on the Hospital's intranet page, on the Inclement Weather hotline, and/or by any other reasonable means of communication. Once so announced, it is presumed that all employees are aware of the determination. Announcements of closing or "state of emergency" by any federal, state or local governmental agency will not pertain to 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 form from the employee, which shall be promptly forwarded to Human Resources.
4. If the Hospital declares an Inclement Weather Emergency, Category Red employees will be paid as follows:
  - a. Employees who arrive for their assigned shifts on time will be paid a differential of 20% of their regular rate of pay for all hours worked.
  - b. Employees who report up to two (2) hours late for their assigned shift shall be paid their regular rate of pay for all hours worked and will be paid for the time, up to two hours, they were late. Employees must adhere to the department's call in procedure regarding lateness.
  - c. Employees who report for their assigned shift more than two hours late will be paid their regular rate of pay for hours actually worked only.

Employees must adhere to the department's call in procedure regarding lateness.

5. Category Red employees may not use Float Holiday time, Compensatory time, or Vacation time on any day that is declared an Inclement Weather Emergency, unless the time off was approved prior to the declaration.
6. Category Blue employees will not report to work on a declared Inclement Weather Emergency. Category Blue employees will utilize Float Holiday time or accrued vacation time in order to be paid for the shift not worked during an Inclement Weather Emergency, or they will be salary deleted if there is no such time available to them.
7. All Category Red staff that is on duty at the time when an Inclement Weather Emergency is declared must remain on duty until management authorize the employee to leave.
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.

#### **E. Separation**

A staff member who terminates by resignation, and who provides the Hospital twenty-one (21) days written notice of the resignation, will be entitled to all accrued but unused vacation and compensatory time, less any sick time advanced but not accrued, except that a staff member separated during his initial probationary period will not be entitled to such allowance.

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

Any staff member terminated for gross misconduct will not be entitled to vacation accruals upon separation. For the purpose of this article, gross misconduct will be defined as conduct which, in and of itself would be grounds for disciplinary action.

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 three (3) weeks of employment, provided the request(s) for such float holiday(s) are approved.

## ARTICLE XII

### HOLIDAYS

#### A. Paid Holidays

1. The following are the paid holidays for the bargaining unit. Holidays are paid at the employee's straight time hourly rate based on eight (8) hours per holiday (prorated for Part-Time employees as set forth in Article IV, Section B):

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

2. Members of the bargaining unit have six (6) float holidays, which can be used for emergency, personal matter, or observance of religious or other days of celebration not officially recognized by the Hospital. A request for use of a Float Holiday must be submitted to the staff member's supervisor for review and approval at least seven (7) calendar days in advance of its use, except that for a request to use a Float Holiday in an emergency, the request must be made to the staff member's supervisor with as much advanced notice as possible. The supervisor must provide the employee with a response to the request by not later than four (4) calendar days prior to the date that of the requested Float Holiday.
3. Supervisors shall have the right to require proof of an emergency. Failure of any staff member to supply such proof shall result in a salary deletion for the day(s) and appropriate disciplinary action may be taken.
4. All bargaining unit members hired or returning from unpaid leaves of absences between January 2 and July 1 of any year will be credited with three (3) float holidays within one full pay cycle after July 1. No float holidays will be credited for individuals hired or returning from leave of absence from July 2 - December 31 (individuals returning from leave from January 2 to July 1 will only receive the three float holidays if they did not already receive float holidays for the particular year).
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 his supervisor's approval.
6. Consistent with good patient care, the Hospital will make every effort to rotate major holidays among the staff members within the work unit.

**B. Payment for Holidays Worked**

1. Staff required to work on the following holidays will be paid at the rate of time and one half (1/2) of their regular rate of pay for all hours worked. In addition, the bargaining unit members shall receive either a scheduled day off or be credited with one (1) day of compensatory time:

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

2. Staff who are required to work on Good Friday or the Day after Thanksgiving shall be paid at straight time for all hours worked. In addition, the bargaining unit members will receive a scheduled day off or be credited with one (1) day compensatory time.
3. On any of the above nine (9) holidays, Hospital management retains the right to compensate staff members at straight time through direct deposit in lieu of granting a scheduled day off or crediting compensatory time.

**ARTICLE XIII**

**VACATIONS**

**A. Vacation Benefits**

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

**Amount of Service**

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

## **B. Vacation Schedules**

Subject to operational requirements, 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**

After the initial 90 days of employment, vacation allowance may be taken as accrued. Vacation allowance must be taken by the end of the fiscal year following the fiscal year in which it is accrued. Each fiscal year shall be July 1 through June 30.

## **D. Notice Approval**

Vacation time may be taken only after the staff member has given prior notice to and received the written approval of his department. Failure to give such written approval shall be explained in writing by the Department Head within ten (10) days of receipt of the prior notice. If such explanation is not given, the staff member may take his vacation time accordingly to his notice.

## **E. Death**

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

# **ARTICLE XIV**

## **SENIORITY AND TRANSFERS**

### **A. Seniority**

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

Qualification, ability, and seniority will be the criteria for job promotion.

#### **2. Seniority**

Seniority will be credited from date of hire to all regular staff members upon the completion of a one hundred eight (180) day probationary period. Management reserves the right to extend the probationary period by an additional 30 days.

#### **3. Lay-off**

Seniority will prevail in layoffs due to economic reasons or reorganization. Bumps shall be in accordance with the Layoff Procedure as outlined in Article XIV, E.

#### **4. Shift Preferences**

When vacancies on preferred shifts and in the same work unit open, requests may be entered by staff members in the same classification as the vacancy. Such requests shall be given preferential treatment prior to job bidding in the staff member's order of seniority whenever the requirements of proper patient care permits.

#### **5. Changes in Status**

A transferred or promoted staff member from outside the bargaining unit serves a one hundred eighty (180) day probationary period on the new job. Management reserves the right to extend by thirty (30) days or terminate the probationary period and such decision shall not be grievable. A transferred or promoted staff member from within the bargaining unit serves a ninety (90) probationary period. If the staff member fails to satisfactorily complete the probation period, he/she may be returned to his/her former job if still available or an attempt will be made to place the staff member in an opening suitable to his/her work experience. Such opening may be at the same or lower level than that occupied by the staff member prior to being transferred or promoted. If the staff member's former job is not available and no suitable opening is available for which the staff member is qualified, the staff member will be terminated and may reapply for employment.

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

#### **6. Termination of Seniority**

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

### **B. Voluntary Transfers from One Work Unit to Another Work Unit**

1. The Department of Human Resources shall prepare for posting all actual or anticipated vacancies in regular positions within the Hospital. The positions shall be posted on a daily basis on the Hospital's employment web site.
2. Non-probationary staff members who wish to make application for lateral transfer or promotion to any such vacancy shall submit their applications on-line via the Hospital's web-based tracking system.
3. Selection shall be based on the qualifications of the applicants, seniority and the welfare of the Hospital.
4. All accumulated leave benefits will be transferred with the staff member.

5. 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 Department of Human Resources.

### **C. Subcontracting Notice**

1. If the Hospital contemplates contracting for work normally performed by staff, covered by this Agreement, and the result would be displacement of staff, the Hospital agrees, at least two weeks prior to the execution of such contract to meet with the Union for discussion of the proposed contract. If such a contract is executed, the Hospital agrees to give displaced staff consideration concerning other positions at the Hospital for which they are qualified.
2. If such subcontracting necessitates the layoff of personnel, affected staff shall be given at least thirty (30) calendar days' notice prior to being laid off.

### **D. Layoff Notice**

If any member of the bargaining is laid off for any reason other than due to subcontracting, he/she shall receive either four (4) weeks' notice or compensation in lieu of such notice.

### **E. Layoff, Placement, Bumping**

When an individual is identified for lay off, the following procedure will apply:

- a. First, an employee identified for layoff will be offered the opportunity to fill a vacancy in his/her current title. 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. If the employee opts not to fill a vacancy offered under this section, the employee may opt to be placed on the recall list or to proceed to "c" below.
- c. Third, if the employee is not placed in a vacancy pursuant to "a" or "b" above, the employee may bump the least senior employee in his/her current title within University Hospital. 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.
- d. Fourth, if the employee is not offered the opportunity to bump pursuant to "c" above, the employee may bump the least senior employee in his/her immediate prior title. If the employee opts not to exercise his/her bumping rights under this section, the employee may opt to be placed on the recall list.
- e. 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 appropriate Job Series titles attached as Appendix A. If there is no vacancy, the employee may bump down into a lower classification in the appropriate Job Series titles attached as Appendix A.

f. Sixth, employees who exercise rights under provisions "a" or "b" above will not be required to serve a probationary period. Employees with ten (10) years of University Hospital experience and who exercise rights under provisions "c" through "e" above will not be required to serve a probationary period.

Employees placed on the Recall List will be called back based on University Hospital Seniority.

## **ARTICLE XV**

### **STAFF MEMBER BENEFITS**

#### **A. Health Benefits**

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

#### **B. Staff Member 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**

1. Where the Hospital requires staff members to wear uniforms, the Hospital will generally provide the uniforms. However, in those instances where the Hospital chooses not to provide uniforms required to be worn by certain staff members, the Hospital will give the staff members an annual uniform allowance of \$70.
2. To the extent permitted by Department resources and ability of vendor to supply, the Hospital will provide bargaining unit members with the choice to have cotton uniforms.

#### **D. Physical Examination**

Prior to the start of employment, the Hospital will provide each candidate for employment with a physical examination. Thereafter, an examination will be

provided if required or permitted by the appropriate accrediting authority, the Hospital, or by State and/or Federal law.

#### **E. Employee Education Assistance Program**

The Hospital shall provide tuition reimbursement for each bargaining unit member up to a maximum of three thousand **one hundred twenty (\$3,120)** dollars per calendar year.

Effective July 1, 2002, Local 68 Training Center is recognized as an eligible institution for the purpose of tuition reimbursement.

#### **F. Dental Care Program**

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

Staff are covered by the State of New Jersey Temporary Disability Plan. It is a shared cost plan which provides payments to staff who are unable to work as a result of non-work corrected illness or injury and have exhausted their accumulated sick leave.

#### **H. Prescription Drug Program**

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

#### **I. Parking**

Beginning July 1, 1993 and for every fiscal year until a successor agreement is concluded, the parking fee for all bargaining unit members will be equal to .5% of the base salary as of the last pay period of the previous fiscal year. All staff members hired during any fiscal year shall pay a prorated fee for the remainder of the fiscal year based on their salary at time of hire.

## **J. Hazardous Duty Differential**

All staff members trained in the handling of hazardous materials shall receive a 10% wage differential for each hour he/she is authorized to work as a member of a hazardous duty task force.

## **ARTICLE XVI**

### **CLASSIFICATION OF NEW POSITIONS 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 a review committee. If, after this review, the Union remains dissatisfied, it shall have the right to submit the matter as a Step Two grievance in the Grievance Procedure. The decision at Step Two will 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.

## **ARTICLE XVII**

### **STAFF MEMBER PERFORMANCE EVALUATION**

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

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

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

**D.** If a staff member receives a rating of "2", the supervisor shall review the performance deficiencies with the staff member and shall counsel the staff member as to appropriate steps which should be taken to improve performance and shall review with the staff member any warning or prior counseling received with respect to performance. The staff

member's performance must be re-evaluated after another three month period (within 90 days). If upon re-evaluation the performance has not come up to a satisfactory level re-evaluation shall be considered to be a final warning for purposes of the disciplinary process. The supervisor shall also advise the staff member that failure to improve performance may result in further discipline up to and including discharge.

E. An rating of "1" shall be considered as a final warning for purposes of the disciplinary process. The supervisor shall review the performance deficiencies with the staff member and shall counsel the staff member as to appropriate steps which should be taken to improve performance and shall review with the staff member any warnings or prior counseling received with respect to performance. The supervisor shall also advise the staff member that failure to improve performance may result in further discipline up to and including discharge. The performance of staff members evaluated as a rating of "1" shall be carefully monitored by the supervisor. If the staff member's performance improves to the level of satisfactory or better, then the staff member shall be reevaluated six months after the date of the unsatisfactory rating. If performance remains below the satisfactory level, such staff member shall be discharged.

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

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

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

## **ARTICLE XVIII**

### **LEAVE OF ABSENCE**

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

Sick pay and leaves of absence shall be in accordance with Hospital policies

The Hospital shall also comply with the provisions of the state Family Leave Act, Chapter 261, PL. 1990, as amended.

For purposes of this contract, a "day" is defined as an employee's regularly scheduled weekly hours divided by five (5)

## **B. Sick Pay**

1. All staff will accrue sick leave at the rate of one (1) day per month. (12/year).
2. All staff in this bargaining unit 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) sick 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 emergent advance of sick leave is grievable up to Step II of the Grievance Procedure. The decision of the Step II hearing officer is final and not subject to arbitration.
3. Sick pay accruals are cumulative from one year to the next.
4. Staff members are required to comply with the departmental call in procedure. If the illness extends beyond one day, the staff member must continue to call in ill each day unless they have already indicated to their supervisor an expected return date. If the illness extends beyond the expected return date he/she must call in with a new expected return date.
5. Staff members taken ill while on duty and who leave their work station with their supervisor's permission shall be paid for the time spent on the employer's premises and may use accrued sick leave if they desire payment for the balance of the work shift. Staff members may be excused by their supervisor.
6. Whenever a permanent staff member retires, except a staff member who elected 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. Death or Critical Illness in the Immediate Family**

At the time of a death of a family member, up to three (3) consecutive work days off with pay will be granted to staff members provided they are scheduled to work those days, and provided sick pay or other paid leave is accumulated to the credit of the staff member, and is so charged. Family members are defined as spouse, children, parents, brothers, sisters, grandparents, grandchildren, parents-in-law or other relatives or significant others living in the staff member household.

If the family member lives out of state or country, the staff member may request additional time and utilize their accrued time or be granted unpaid leave. The staff member shall be required to bring in documentation that he/she will be out of the country as a result of a death in the family.

In cases where the death of a brother-in-law, sister-in-law, aunt or uncle, niece or nephew occurs, up to one (1) calendar day off with pay will be granted, provided sick pay or other paid leave is accumulated to the credit of the staff member, and is so charged.

### **D. FMLA Leave**

Effective \_\_\_\_\_, the parties agree to adopt and apply the terms of the Hospital's FMLA Policy, currently applicable to non-Union employees.

### **E. Military Leave**

Staff member's request for military leave will be governed by applicable State and Federal Statute.

### **F. Jury Duty**

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

2. In no case will Jury Duty be granted or credited for more than the standard work day or work week for the staff member's position.

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

## **G. Leave of Absence Due to Injury**

1. If an employee becomes disabled because the injury occurred during the course of the employee's job, payment during such leave shall be made in accordance with the New Jersey Worker's Compensation Act.
2. Employees in the bargaining unit who become disabled because of a job related injury which occurs while performing assigned job duties and functions, shall be granted a leave of absence if approved by Hospital Risk Management.
3. If an injury occurs while performing assigned job duties and functions, employee shall receive the following if approved by Hospital Risk Management:
  - a. Leave of absence shall not exceed 12 weeks.
  - b. The first 8 weeks shall be paid at 100% of base rate salary, without shift differential, preceptor, education, or overtime pay.
  - c. The 4 additional weeks, if required as documented by the authorized Worker's Compensation treating physician, through Hospital Risk Management, shall be paid at 70% of base rate salary. During this period, employees may not supplement payment by applying available sick, vacation, or float holiday balances.
  - d. Leave of absence shall be concurrent with any leave granted under the Hospital's FMLA policy.
  - e. During leave of absence, the employee will accrue leave time, seniority, and other benefits.
  - f. If additional leave is required, beyond twelve (12) weeks, as documented by the authorized Worker's Compensation treating physician, through Hospital Risk Management, payment will be made in accordance with New Jersey Worker's Compensation Act.
4. If an employee is not approved by the Hospital Risk Management for leave of absence, application may be made for leave under the Hospital's FMLA policy. The terms of the leave shall be governed by the Hospital's FMLA policy.

## **H. Personal Leave**

In certain circumstances staff members may be permitted to take unpaid leave of absence from their positions with the Hospital. Leaves of absence may be applied for and are available to regular full-time and part-time staff working more than twenty (20) hours per week provided they have completed six months of continuous service. Requests for leave of absence, the reasons for the leave and duration must be submitted in writing to the staff member's Supervisor along with any supporting documentation at least two weeks prior to

the requested starting date of the leave except in the case of a bona fide emergency or for educational purposes. The maximum length of unpaid personal leave pursuant to this subsection shall be one month. The maximum education leave provided under this subsection shall be six months.

### **I. Return from Leave**

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 XIX**

### **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 members in the unit at grievance hearings.
  - b) Investigate a grievance which has been formalized and submitted in writing, providing that such investigation time will be limited to a maximum of one hour and further provided there is no interruption of work activities. In emergency situations these limitations may be extended.
  - c) Submit Union notices for posting.
  - d) Attend negotiating meetings if designated as a member of the negotiating team and scheduled to attend by the Union.
  - e) Attend scheduled meetings with the Hospital and its representatives concerning the application and administration of this Agreement.
2. The authorized Union representative shall provide reasonable notification to his supervisor and to the appointing authority whenever he requests permission to transact such Union business. Permission will not be unreasonably withheld. It is further understood that the supervisor has the right to seek adjustment of appointments when the work situation warrants this.

#### **B. Union/Hospital Representation**

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



2. The Hospital will furnish the occupational title of every Hospital staff member such as Director of the Hospital, Department Heads or subordinate level department supervisors or Personnel 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 members designated by the Union as Stewards and the Assistant Shop Steward 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. The total number of staff members designated as either a Shop Steward or an Assistant Shop Steward will not exceed two (2).

#### **C. 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 Office of Labor Relations 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.

#### **D. Union Dues Deductions**

1. The Hospital agrees to deduct from the regular paycheck of staff members included in this bargaining unit, dues for the International Union of Operating

Engineers, Local 68, provided the staff member authorizes such deduction in writing in proper form to the local Hospital Human Resources Office.

2. Union dues deductions from any staff member in this negotiating unit shall be limited to Local 68, 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 members 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 initiation fees from the pay check of any employee who provides written authorization to the Union and Hospital payroll. The initiation fee shall be as follows:
  - Operating Engineer \$312.50 or \$31.25 for ten (1) pay periods.
  - Skilled Trades (Plumber, Carpenter, Mechanic, Etc.) \$250.00 or \$25.00 for ten (10) pay periods.
  - Helpers, Facility Mechanics - \$125.00 or \$12.50 for ten (10) pay period

#### **E. Representation Fee (Agency Shop)**

##### **1. Purpose of Fee**

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

##### **2. Amount of Fee**

Prior to the beginning of each contract year, the Union will notify the Hospital in writing of the amount of regular membership dues, initiation fees and assessments charged by the Union to its own members for that contract year. Any changes in the representation fee structure during the contract year shall be in accordance with F.4 above.

##### **3. Deduction and Transmission of Fee**

After verification by the Hospital that a staff member must pay the representation fee, the Hospital will deduct the fee for all eligible staff members in accordance with this Article.

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

The Hospital shall deduct the representation fee as soon as possible after the tenth day following reentry into this unit for staff members who previously served in a position identified as excluded or confidential, for individuals re-employed in this unit from a reemployment list, for staff members returning from leave without pay, and for previous staff member members who become eligible for the representation fee because of nonmember status.

The Hospital shall deduct the representation fee 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.

#### **4. Demand and Return System**

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

The burden of proof under this system is on the Union.

The staff member shall be entitled to a review of the amount of the representation fee by requesting the Union to substantiate the amount charged for the representation fee. This review shall be accorded in conformance with the internal steps and procedures established by the Union.

The Union shall submit a copy of the Union review system to the Hospital's Office of Labor Relations. The deduction of the representation fee shall be available only if the Union established and maintains this review system.

If the staff member is dissatisfied with the Union's decision, he may appeal to three-member board established by the Governor.

#### **5. 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.

#### **6. Representation Fee**

It is understood that the implementation of the agency fee program is predicated on the demonstration by the Union that more than 50% of the eligible staff members in the negotiating unit are dues paying members of the Union.

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

In each year of the agreement on July 1, an assessment shall be made to determine if the minimum percentage has been exceeded. If it has, the agency fee shall continue until the following annual assessment. If it has not, the agency fee will be discontinued and eligibility for reinstatement shall be on a quarterly basis as provided above.

## **7. Legal Requirements**

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

### **F. 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 bypass the grievance procedure or to be considered negotiating meetings but are intended to be a means of fostering good employer-staff member relations.

## **ARTICLE XX**

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

**A.** A staff member shall, within five (5) working days of a written request to his agency or department, have an opportunity to review his central personnel history folder in the presence of an appropriate official of the department or agency to examine any criticism, commendation of any evaluation of his 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.

**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 XXI**  
**DRUG AND ALCOHOL TESTING**

1. The Hospital and the Union agree to maintain a safe, health, 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.
2. Pursuant to these goals, employees will be required to undergo an alcohol/drug screen test in each of the following instances:
  - A. When the Hospital has reasonable suspicion, based upon the behavior or demeanor of an employee, to believe that the employee's ability to perform their job duties is impaired;
  - B. After an on duty accident if there is reasonable suspicion by management that impairment may have contributed to the accident and there was injury to anyone requiring medical treatment or lost time from work or property damage of over \$500.00; and
  - C. When any applicable federal or state law requires.

Reasonable suspicion assessments referenced in this Section shall only be made by supervisory or managerial employees that have been trained to identify the behaviors associated with impairment based on drug or alcohol use. If requested by the Union within 7 days of the drug or alcohol testing, the Hospital shall, within 7 days of receipt of such written request, provide a written explanation to the employee and Union describing the basis for the reasonable suspicion finding by management.

3. It is understood and agreed that the Hospital's failure to require an alcohol or drug screen in any individual circumstance shall not constitute a waiver of the Hospital's right to require such a screen in other circumstances. An employee required to submit to a drug/alcohol screening test under this policy shall report to the test site promptly upon being requested to do so and shall execute all necessary consent forms required.
4. Employee will be transported for testing, if necessary, by car service or other reasonable means of transportation, as determined by management. If requested by the employee, a shop steward can accompany the employee to the testing site, so long as the shop steward is available and does not cause an unreasonable delay in getting the employee to the testing site. Employees will be paid for the duration of the test at their regular hourly rate of pay.

5. All drug and alcohol testing shall be conducted only by a certified laboratory. The Hospital will request split specimen testing for all drug and alcohol tests pursuant to this Article. The laboratory's inability to perform a split specimen test based on an insufficient sample shall have no effect on the Hospital's ability to take disciplinary action. Screening shall test for presence of alcohol, amphetamines, THC, cocaine, opiates, phencyclidine, barbiturates, benzodiazepines, methaqualone, methadone, propoxyphene, hallucinogens, inhalants, anabolic steroids, hydrocodone and MDMA.
6. The Hospital shall provide an opportunity for assistance to employees having a drug/alcohol problem that the employee voluntarily discloses. Any employee that voluntarily discloses a drug/alcohol dependency problem to the Hospital, prior to notification that a screening test is to be administered, shall be provided an unpaid leave of absence for drug/alcohol rehabilitation. Upon proof of successful completion of a rehabilitation program, the Hospital will reinstate the employee to an equivalent position in the same job title and at the same base pay as the position held by the employee prior to the leave of absence. Upon being reinstated, the employee shall be subject to random drug/alcohol screening for a period of two (2) years from the date of reinstatement. Should such employee subsequently test positive to a drug/alcohol screening test, the employee may be terminated, at the Hospital's sole discretion. The provisions of this Section shall be subject to the following:
  - a. No employee may utilize the provisions providing for the opportunity for assistance, as set forth above, more than once during their employment with the Hospital, unless required by applicable law.
  - b. The fact that an employee voluntarily discloses a drug/alcohol dependency problem to the Hospital does not preclude the Hospital from disciplining the employee for events that led up to the voluntary disclosure if the employee's actions were in violation of Hospital rules, policies or procedures;
  - c. Any leave pursuant to this Section shall run concurrently with FMLA leave, if applicable;
  - d. The maximum length of any leave of absence that will be provided to any employee under this Section shall be six (6) months, except where the employee is using their own accrued leave time beyond the six (6) month period. Any employee still unable to return to work after this period of leave may be terminated by the Hospital.
  - e. An employee that is on leave of absence pursuant to this Section shall provide written documentation, which provides an update on their status of their ability to return to work, every 30 days following the first day of such leave of absence. The written documentation must be from the facility where the employee is receiving treatment/counseling for his or her drug/alcohol dependency problem. An employee that fails to timely provide this documentation shall be subject to termination.

## **ARTICLE XXII**

### **CRIMINAL BACKGROUND CHECKS**

1. The parties recognize that the ability of the Hospital to perform criminal background checks on employees is necessary to maintain the integrity of the Hospital and therefore the safety and the security of all its employees and patients and the community. Therefore, the Hospital may perform criminal background checks on employees based upon reasonable suspicion. 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, including the requirement to obtain advanced written consent of the employee to conduct the criminal background check. If requested by the Union within 7 days of the Hospital's decision to conduct a criminal background check, the Hospital shall, within 7 days of receipt of such written request, provide a written explanation to the employee and the Union describing the basis for the reasonable suspicion finding by management.
  
2. In the event that a criminal background check reveals any criminal conviction which had not been previously revealed to the Hospital, the Hospital will meet with the employee to discuss an appropriate action. If the employee 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.
  
3. Criminal background checks will be kept confidential to extent practicable. An employee who received a negative report will be notified as required by law.

## **ARTICLE XXIII**

### **PRESERVATION OF RIGHTS**

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

## ARTICLE XXIV

### A. Legislative Action

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

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

### B. Savings Clause

1. 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.

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

## ARTICLE XXV

### COMPLETE AGREEMENT

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



## ARTICLE XXVI

### AVAILABILITY OF CONTRACTS

The Hospital will post the final contract on its web site under Labor Relations. If the union chooses to print copies of this contract, the Hospital will pay for the number of contracts it requests for its own use.

## ARTICLE XXVII

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

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

This Agreement shall become effective on the date when the Union presented written certification of proper ratification to the Hospital and shall remain in full force and effect from July 1, 2014 to June 30, 2017. The certification shall be effective if delivered to the Hospital within thirty (30) days of the signing of the Agreement.

#### **B. Successor Agreement**

The Agreement shall be renewed from year to year thereafter unless either party shall give written notice of its desire to terminate, modify or amend the Agreement. Such notice shall be by certified mail prior to October 1, 2016 or October 1, of 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, 2017, subject to the provisions above.

#### **C. Negotiations Procedures**


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

#### **D. Notification**


For the purpose of giving notice as provided in Article XXV, the Hospital may be notified through the Chief of Human Resources, 30 Bergen Street, Newark, New Jersey, 07107; and the Union through Local 68, 11 Fairfield Place, West Caldwell, New Jersey 07006.


IN WITNESS WHEREOF, on the \_\_\_ day of July, 2017, University Hospital and the International Union of Operating Engineers, Local 68-68A-68B, have caused this agreement to be signed by their duly authorized representatives.

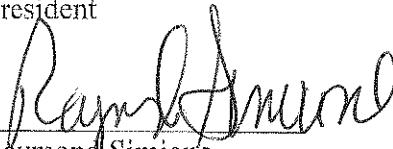
FOR UNIVERSITY HOSPITAL:

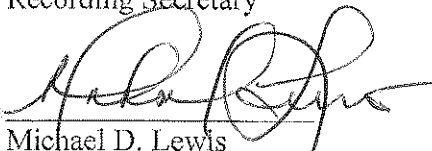
  
\_\_\_\_\_  
Eva M. Serruto, Esq.  
Director of Labor Relations

FOR THE UNION:

  
\_\_\_\_\_  
Thomas P. Giblin  
Business Manager

  
\_\_\_\_\_  
Edward P. Boylan  
President

  
\_\_\_\_\_  
Raymond Simione  
Recording Secretary

  
\_\_\_\_\_  
Michael D. Lewis  
Business Representative

**Appendix A**  
**JOB SERIES TITLES**

TITLE	Table	Grade
CARPENTER I	OH	2000
CARPENTER II	OH	1700
SR ELECTRICIAN	OH	2400
ELECTRICIAN I	OH	2100
ELECTRICIAN II	OH	1800
HVAC MECHANIC I	OH	2400
HVAC/R MECH I	OH	2400
HVAC MECHANIC II	OH	2100
HVAC/R MECH II	OH	2100
HVAC/R MECH III	OH	1800
MECH SYS MECHANIC I	OH	2400
MECH SYS MECHANIC II	OH	2100
MECHN SYS MECHANIC III	OH	1800
OPERATING ENG I	OH	2550
OPERATING ENG II	OH	2350
OPERATING ENG III	OH	2100
Painter I	OH	1950
Painter II	OH	1700
PLUMBER STEAMFITTER I	OH	2100
PLUMBER STEAMFITTER II	OH	1800

**APPENDIX B**

**OPERATING ENGINEER TITLES AND GRADES**

<b>TITLE</b>	<b>TB</b>	<b>GRADE</b>
CARPENTER I	OH	2000
CARPENTER II	OH	1700
ELECTRICIAN I	OH	2100
ELECTRICIAN II	OH	1800
SR ELECTRICIAN	OH	2400
FACILITY MECH	OH	1700
HVAC MECHANIC I	OH	2400
HVAC MECHANIC II	OH	2100
HVAC/R MECH I	OH	2400
HVAC/R MECH II	OH	2100
HVAC/R MECH III	OH	1800
MECH SYS MECHANIC I	OH	2400
MECH SYS MECHANIC II	OH	2100
MECHN SYS MECHANIC III	OH	1800
OPERATING ENG I	OH	2550
OPERATING ENG II	OH	2350
OPERATING ENG III	OH	2100
OPERATING ENG APPRENTICE	OH	1500
PAINTER I	OH	1950
PAINTER II	OH	1700
PLUMBER STEAMFITTER I	OH	2100
PLUMBER STEAMFITTER II	OH	1800
TRADES HELPER SKILLED TRADE	OH	1350