

COLLECTIVE BARGAINING AGREEMENT

between the

UNIVERSITY HOSPITAL

and the

**INTERNATIONAL ASSOCIATION of
EMT's & PARAMEDICS,
LOCAL R2-200, SEIU-NAGE**

November 1, 2014 to October 31, 2017

INDEX

ARTICLE 1
MANAGEMENT RIGHTS 5

ARTICLE 2
PERSONNEL PRACTICES..... 6

ARTICLE 3
DISCIPLINARY/GRIEVANCE PROCEDURE..... 6

ARTICLE 4
ADMINISTRATON OF AGREEMENT 11

ARTICLE 5
WAGES 11

ARTICLE 6..... 15

ARTICLE 7
VACATIONS 17

ARTICLE 8
TRANSFERS, PROBATION and SENIORITY 19

ARTICLE 9
EMPLOYEE BENEFITS..... 19

ARTICLE 10
CLASSIFICATION OF NEW POSITIONS AND JOB DESCRIPTIONS 25

ARTICLE 11
EMPLOYBE PERFORMANCE EVALUATION..... 25

ARTICLE 12
LEAVES OF ABSENCE AND SICK PAY 26

ARTICLE 13
NO STRIKE CLAUSE 29

ARTICLE 14 HOSPITAL - UNION BUSINESS	30
ARTICLE 15 ACCESS TO PERSONNEL FOLDERS AND EVALUATIONS	37
ARTICLE 16 LAYOFF RIGHTS.....	38
ARTICLE 17 CRIMINAL BACKGROUND CHECKS	39
ARTICLE 18 DRUG AND ALCOHOL TESTING.....	39
ARTICLE 19.....	41
ARTICLE 20 COMPLETE AGREEMENT.....	42
ARTICLE 21 AVAILABILITY OF CONTRACTS	42
ARTICLE 22 TERM OF AGREEMENT, SUCCESSOR AGREEMENT AND NEGOTIATION PROCEDURES.....	42

PREAMBLE

This Agreement is effective October 1, 2014 and is made between University Hospital, 150 Bergen Street, Newark, New Jersey 07107 (hereinafter called "University Hospital" or the "Hospital") and Int'l Ass'n of EMTs and Paramedics Local R2-200, SEIU-NAGE (hereafter called the "Union").

The parties recognize that it is the primary responsibility of University Hospital to provide thorough, effective patient care, education, research and community service, as well as to serve as the core teaching facility in Newark. The parties recognize and declare that it is their mutual goal to maintain a harmonious relationship in determining the terms and conditions of employment. To this end, they mutually enter into this Agreement which sets forth the employment relationship between the Hospital and the employees subject to this Agreement under applicable State and Federal law.

RECOGNITION

University Hospital hereby recognizes the Union as the exclusive representative for the purpose of collective negotiations for all terms and conditions of employment in the bargaining unit, as certified by the Public Employment Relations Commission in its Certification of Representation dated May 11, 1993 (Docket No. RO 93-129).

**ARTICLE 1
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 and this Agreement shall include, but shall not be limited to, the right:

- a. To hire all employees and determine their qualifications and conditions for continued employment and/or assignment;
- b. To promote and transfer employees and to direct employees in the performance of their duties, including the right to determine the scheduling of Hospital personnel and the composition of shifts;
- c. To determine, make and enforce all reasonable rules, procedures and policies relating to the work, safety, the delivery of exceptional medical services, and the operations of the Hospital, including the right to determine the existence or nonexistence of facts which are the bases for the Hospital's decision concerning such rules and/or policies; 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 relieve employees from work due to lack of work;
- f. To assign such work to employees in accordance with the requirements of exceptional medical care and the continuity of the Hospital's operations;
- g. To determine the management of each department in the Hospital by the efficient selection, utilization, deployment and disposition of equipment which necessarily includes determining the quantity, type and brand of equipment and other products to be utilized;
- h. To determine the number of hours per day and/or per week that operations in each department of the Hospital shall be carried on and/or to discontinue or relocate any portion or all of the operations;

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

**ARTICLE 2
PERSONNEL PRACTICES**

A. The Hospital agrees to provide a clean and safe working environment. 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. The staff member shall be responsible for paying for the replacement of lost cards at the then prevailing rate.

**ARTICLE 3
DISCIPLINARY/GRIEVANCE PROCEDURE**

A. DISCIPLINE

1. No non-probationary employee shall be subject to discipline by the Employer without just cause, which shall include, but not be limited to those causes set forth in the Hospital's rules, regulations and policies. Probationary employees are not covered by this Article.
2. The term "discipline" shall mean: (a) official written warning or written warning in lieu of suspension without pay, (b) suspension without pay, (c) demotion, which is any reduction in grade or title, or (d) discharge, when any of the foregoing occur based upon the employee's conduct or performance. The following shall not be construed as discipline:
 - a. Dismissal or demotion due to layoff or operational changes made by the Hospital;
 - b. Written or verbal counseling. A Counseling Notice is part of the performance improvement process and is an opportunity for management to constructively discuss with an employee the Employer's observations about the employee's performance or behavior.
3. The Hospital reserves the right to substitute a written warning in lieu of suspension without pay and such substituted written warning shall substitute for suspension in the Hospital's scheme of progressive discipline.

4. The Hospital may also, in lieu of suspension and upon mutual consent of the Union and employee, deduct up to five (5) days from the employee's vacation balances. In such circumstance, the disciplinary penalty will be equivalent to the same number of days of suspension and treated for all purposes as equivalent to a suspension without prejudice to the Employer, the Union or the employee.
5. When discipline is imposed pursuant to this Article, the Employer shall provide written notice of the discipline to the employee. The written notice shall include a reasonable explanation of the reasons for the discipline and the penalty being imposed. A copy of the written notice of discipline shall be provided to the Union as soon as feasible but no later than 72 hours, excluding weekends and observed holidays, after being submitted to the employee.
6. Unless otherwise stated in the written notice of discipline, any suspension without pay, demotion, or discharge shall be effective immediately, subject to reversal only pursuant to the grievance procedure.
7. The employee or Union has the right to challenge the discipline by timely filing a grievance at Step 1 in accordance with the Grievance Procedure in Section B of this Article.

B. Grievance Procedure:

1. Definition:

A grievance shall be defined as any alleged violation of the express terms or conditions of any provision of this Agreement.

2. 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, in writing, to the applicable Department Head within ten (10) calendar days of the Union's receipt of the written notice of discipline.

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

The Department Head shall render a written decision ("Step 1 Decision") based on the evidence submitted by the Union within 10 calendar days of receipt of the written grievance. A copy of the Step 1 Decision will be provided to the Union president and the grievant(s).

Step 2: If the Union is not satisfied with the Step 1 Decision, it may submit the grievance to Step 2, in writing, to the Director of Labor Relations, within ten (10) calendar days 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 twenty (20) calendar days of being requested and will never exceed release of more than two (2) employees on behalf of the Union.

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. 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 twenty (20) days, the parties may, by mutual written agreement agree to a later date. If a hearing cannot be held within thirty (30) days, the Director of Labor Relations 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 and suspensions of 24 hours or less shall not be subject to arbitration. The Hospital and the Union agree to be bound by the rules and regulations of the Public Employment Relations Commission.

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

Each party to this Agreement shall bear the expenses of preparing and presenting its own case. The fees and the expenses of the Arbitrator, together with any incidental expenses mutually agreed upon in advance, shall be borne equally by the parties.

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.

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.

3. 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.

4. 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.

5. 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).

6. 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.

7. 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.

8. Probationary Employees:

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.

ARTICLE 4
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 that may have arisen. Such meetings are not intended to by-pass the grievance procedure or to be considered negotiating meetings, but are intended to be a means of fostering good employer-employee relations.

ARTICLE 5
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 as soon as practicable following receipt of proof of the error.

B. Salary Payments

Salary program for the period November 1, 2014 through October 31, 2017:

1. Year 1 – 11/1/14: Employees on the WH salary table who were employed in regular full time or part time status in the bargaining unit as of November 1, 2014, and who are still employed by the Hospital in the bargaining unit as of the ratification of this agreement, will receive a 2.00% across-the-board increase to their hourly salary rates retroactive to the first full pay period following November 1, 2014. The WH scale (min and max) will be increased by 2.00% retroactive to the first full pay period following November 1, 2014.
2. Year 2 – 11/1/15: Employees on the WH salary table who were employed in regular full time or part time status in the bargaining unit as of November 1, 2015, and who are still employed in the bargaining unit as of the ratification of this agreement, will receive a 2.00% across-the-board increase to their hourly salary rates retroactive to the first full pay period following November 1, 2015.

The WH scale max will be increased by 2.00%, while the WH scale min will be increased by 1.00% retroactive to the first full pay period following November 1, 2015.

3. Year 3 – 11/1/16: Employees on the WH salary table who are employed in regular full time or part time status in the bargaining unit as of November 1, 2016, will receive a 2.00% across-the-board increase to their hourly salary rates effective the first full pay period following November 1, 2016.
4. The Per Diem rate shall remain \$32.80 through June 30, 2016. Effective July 1, 2016, the Per Diem rate shall increase to \$33.50. Effective the first full pay period following November 1, 2016, the Per Diem rate shall increase to \$34.10
5. A Holiday Per Diem rate of \$40.00 per hour will be paid to Per Diem employees in the bargaining unit for hours worked on the following Hospital holidays: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas. Effective July 1, 2016, the Holiday Per Diem rate shall increase to \$41.50 per hour.
6. . The following language regarding the Share Value Program is retained for future reference.

Merit adjustments shall be made as follows:

- a. Step 1: Determination of "Share" Value. A "share" of the merit pool shall be determined as follows:
 - (i) The performance rating number (3, 4 or 5) shall be multiplied by the number of people in the operating unit receiving that rating.

Example:

5 people receive 5 $5 \times 5 = 25$

5 people receive 4 $5 \times 4 = 20$

10 people receive 3 $10 \times 3 = 30$

(ii) Add the total number of "points" of resulting calculation: $25 + 20 + 30 = 75$ "points"

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

Example: 1% of operating unit payroll = \$10,000

$\$10,000$ divided by $75 = \$134$

one (1) "share" = \$134

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

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

Example: $5 \times \$134 = \670

Therefore, all employees in the operating unit receiving a rating of "5" would receive a merit adjustment of \$670

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

Example: $4 \times \$134 = \536

All employees in the operating unit receiving a rating of "4" would receive a merit adjustment of \$536

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

Example: $3 \times \$134 = \402

All employees in the operating unit receiving a rating of "3" would receive a merit adjustment of \$402

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

An individual whose salary increase as set forth above would raise his/her salary to an amount exceeding the Maximum Salary will be given a one-time salary bonus in lieu of that portion of the salary increase which exceeds the maximum salary.

7. The dollar amounts expressed in this Article are unique to each fiscal year of this agreement and shall in no manner whatsoever be considered part of the status quo subsequent to the expiration of this agreement.

C. Shift Differential

Shift differential shall be \$2.25 per hour effective November 1, 2013

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 3:00pm or before 6:00am.

D. Premium Compensation Rate – Overtime Work:

The Hospital conforms to the Fair Labor Standards Act (FLSA). All employees shall be compensated at time and one-half (1 ½) for all hours worked in excess of forty (40) hours in a week. Overtime pay and other premium pay shall not be pyramided.

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

For the purpose of computing overtime, all holidays paid for but not worked and hours of paid leave, excluding paid sick time, shall be counted as hours worked. All paid sick time shall not be counted as hours worked for overtime purposes.

For twelve-hour staff, holiday hours paid for but worked shall be counted for overtime purposes. These hours shall be counted on an hour for hour basis towards the forty (40) hours.

E. Daylight Savings Time:

If an employee actually works one (1) hour greater than his/her scheduled hours of work as a result of an adjustment in daylight savings time, he/she will be compensated for the time actually worked. If an employee works one (1) hour less than his/her scheduled hours of work as a result of an adjustment in daylight savings time, he/she will be compensated for the time actually worked.

F. For the purposes of this contract a "day" is defined to be the full time workweek for any classification divided by five.

G. Base Compensation Rate: An employee's base compensation rate is the employee's base rate of pay and does not include any differentials, premiums or bonuses.

ARTICLE 6

A. HOLIDAYS

1. The number of holidays provided to members of the unit will not be fewer than fifteen (15) in number.

2. The fifteen (15) holidays are:

New Year's Day

Martin Luther King's Birthday

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas

(6) Float Holidays

3. The staff members shall meet with his/her supervisor to schedule a mutually agreeable date for use of a float holiday. Holidays may not be used prior to being earned. An employee will be paid for holiday time taken at the employee's base rate of pay.

4. On services requiring seven-day coverage, consistent with proper patient care, the Hospital will make every effort to rotate major holidays among the staff members within the work unit.

5. Full time bargaining unit members in active status January 1 of each year will be credited with 48 hours of float holiday time, and may use this time in accordance with Hospital Policy. Float Holiday time is pro-rated for part time employees.

Except in case of an emergency, a request for a Float Holiday must be submitted to the employee's supervisor for review and approval a least five (5) business days in advance of the date upon which the employee proposes to use the float holiday.

Bargaining unit members hired or returning from unpaid leaves of absences between January 2 and July 1 of any year will be credited with 24 hours of float holiday time within one full pay cycle after July 1. No float holidays will be credited for individuals hired or returning from leaves of absences from July 2 to December 31. Individuals returning from unpaid leaves of absences from January 2 to July 1 will only receive 24 hours of float holiday time if they did not already receive float holidays for the particular year.

B. Holidays for Twelve Hour Shift Staff members

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

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

3. For the period of December 1 through June 30 of each year of this Agreement, each staff member will be compensated in the first pay period of July, for all five (5) Hospital designated holidays which fell within this

period while the staff member was actively employed. A staff member not in active status on a day designated by the Hospital as a holiday will not receive compensation for such holiday.

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

ARTICLE 7 VACATIONS

A. Vacation Benefits

All staff members covered by this agreement will be entitled to the following vacation schedule. An employee will be paid for vacation at the employee's base rate of pay.

Amount of Service:

- | | |
|----------------------------------------------|------------------------------------|
| 1. Up to the end of the first calendar year: | 1 ¼ working days for each month |
| 2. From 1 to 10 years: | 1 ¼ working days for each month |
| 3. From 11 to 13 years: | 1 2/3 working days for each month |
| 4. Upon completion of 20 years: | 2 1/12 working days for each month |

B. Vacation Schedules

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

C. Use of Vacation Time

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

2. A staff member may request a maximum of one (1) year of earned vacation allowance be carried forward into the next succeeding year. The request shall be made in writing to the

appropriate department head and may be approved for good reason.

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

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

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

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

D. Notice Approval

Vacation time may be taken only after the staff member has given prior notice to and received the written approval of his department head.

E. Separation

Upon separation, in good standing, from the Hospital or retirement, a staff member shall be entitled to vacation allowance of unused vacation time accrued within the time limit described in (A) above, except that a staff member separated during his/her initial probationary period or with just cause will not be entitled to such allowance. Except as otherwise provided in this Agreement or Hospital Policy, no wages or benefits shall be garnished upon separation, unless the Hospital can provide documentation demonstrating the basis for such garnishment. 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.

F. Death

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

ARTICLE 8 TRANSFERS, PROBATION and SENIORITY

A transferred (from out of the bargaining unit), reclassified (from out of the bargaining unit) or promoted staff member serves a 180-day probationary period on the new job in the bargaining unit. If a bargaining unit member is reclassified or transferred within this bargaining unit, the member serves a ninety (90) day probation period with an extension of an additional ninety (90) days at management's option.

The probationary period for new hires into this bargaining unit will be one hundred and eighty (180) days. Hospital management reserves the unilateral right to extend the period for an additional thirty (30) days.

Seniority will be considered along with all other relevant factors in all time off requests and transfers into an open supervisor position (if qualified).

ARTICLE 9 EMPLOYEE BENEFITS

A. Health and Retirement 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.

Those Regular Part Time staff members that: (i) had health benefits as of May 21, 2010, (ii) were regularly scheduled to work 20 or more hours per week prior to May 21, 2010, and (iii) continue to work twenty (20) or more hours per week, shall be entitled to health benefits. However, continued benefits for these Part Time staff members is subject to the continued approval of the State Health Benefits Commission ("SHBC"). UH will no

longer provide or pay for the health benefits of a Regular Part Time employee if the SHBC deems them ineligible for continued coverage for any reason.

B. Employee 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 University Hospital requires staff members to wear uniforms, the University Hospital will generally provide the uniforms. However, in those instances where University Hospital chooses not to provide uniforms required to be worn by certain staff members, University Hospital will give the staff members an annual uniform allowance.

2. OSHA/PEOSHA PPE that the Hospital is required to supply, will be supplied, maintained and replaced by the University Hospital provided it is not lost or damaged due to the employee's negligence or improper use. Any and all costs associated with mandatory changes in the uniform shall be borne entirely by University Hospital.

Effective the first full pay period in October 2014, the uniform allowance will be \$800 for all staff members meeting the eligibility requirements. To be eligible for the Uniform Allowance the employee must be a regular full time or part time (hired to work 20 hours or more per week) and have completed six months of employment in a bargaining unit title.

Effective the first full pay period in October 2015, the uniform allowance will be \$800 for all staff members meeting the eligibility requirements. To be eligible for the Uniform Allowance the employee must be a regular full time or part time (hired to work 20 hours or more per week) and have completed six months of employment in a bargaining unit title.

Effective the first full pay period in October 2016, the Uniform Allowance will be \$850 for all staff members meeting the eligibility requirements. To be eligible for the Uniform Allowance the employee must be a regular full time or part time (hired to work 20

hours or more per week) and have completed six months of employment in a bargaining unit title. All 0.9 FTEs with at least 6 months in the bargaining unit shall be entitled to the full amount of the Uniform Allowance, while all other Part-Time staff shall receive 50% of the applicable Uniform Allowance

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. Tuition Refund Plan

For full time bargaining unit members the Hospital shall provide tuition reimbursement up to \$3120 annually for approved courses completed with a grade "C" or better:

For part time bargaining unit members, the Hospital shall provide tuition reimbursement up to a maximum of \$1560 annually for approved courses completed with a grade "C" or better.

F. Dental Care Program

The Dental Care Program as provided and administered by the State shall provide benefits to all eligible full-time unit staff members and their eligible dependents.

G. Temporary Disability Plan

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

H. Prescription Drug Program

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

I. Parking

The parking fee for all bargaining unit members will be equal to .5% of the base salary 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. The parties shall discuss the continued provision of parking and the terms pursuant to which parking is provided.

J. 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 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 from the employee, which shall be promptly forwarded to Human Resources.
4. If the Hospital declares an Inclement Weather Emergency, non-exempt Category Red employees will be paid as follows:
 - a. Employees who arrive for their assigned shifts on time will be paid a differential of 20% of their regular rate of pay for all hours worked.
 - b. Employees who report up to two (2) hours late for their assigned shift shall be paid their regular rate of pay for all hours worked and will be paid for the time, up to two hours, they were late.

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

- c. Employees who report for their assigned shift more than two hours late will be paid their regular rate of pay for hours actually worked only. Employees must adhere to the department's call in procedure regarding lateness.
5. If the Hospital declares an Inclement Weather Emergency, exempt Category Red employees will not be paid additional compensation for working during the Inclement Weather Emergency, but may, at the discretion of management, be provided compensatory time. If a Category Red exempt employee does not come to work at all on a declared Inclement Weather Emergency, he/she will be salary deleted for the assigned shift missed and may also be subject to discipline at the discretion for management.
6. Category Red non-exempt and exempt employees may not use Float Holiday time, Compensatory time, or Vacation time on any day that is declared an Inclement Weather Emergency, unless the time off was approved prior to the declaration.
7. Category Blue exempt and non-exempt employees will not report to work on a declared Inclement Weather Emergency. Category Blue exempt and non-exempt employees will utilize Float Holiday time or accrued vacation time in order to be paid for the shift not worked during an Inclement Weather Emergency, or they will be salary deleted if there is no such time available to them.
8. All Category Red staff that is on duty at the time when an Inclement Weather Emergency is declared must remain on duty until management authorizes the employee to leave.
9. The Hospital maintains the right to require a Category Blue employee to report to work if management determines they are needed in order to provide safe and effective patient care.

K. Court Time and Jury Duty Leave

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. The staff member shall notify management immediately of his/her requirement for this leave, and shall subsequently furnish evidence that he/she performed the jury duty for which the leave was requested. In this regard, upon receiving written notification to perform jury or witness duty (including grand jury), staff shall present such documentation to their

Immediate supervisor within a minimum of three (3) business days prior to the start of the leave requested, where practicable, to allow continuity of operations. The documentation shall be used to verify such appearance.

3. There may be occasions where a notice to appear is not provided in a timely manner and under these circumstances, the three-day notice requirement may be waived.
4. Employees shall be granted necessary time off, at the employee's regular rate of pay, when he or she is summoned to testify at depositions or in court, on any matter arising within the employee's scope of employment at the Hospital, so long as the matter relates to the work of the employee and is not in the context of a personal lawsuit filed against the Hospital by the employee or a co-worker. The employee shall immediately report receipt of any subpoena or court order related to their employment at the Hospital to the Hospital's Office of Legal Management and to their supervisor.
5. Staff serving in such capacity shall receive their regular straight time pay from the Hospital. The Hospital will only pay an 8-hour day for court days. Jury or witness pay is retained by the staff member.
6. In the event staff is advised by the Hospital to retain personal counsel for a Hospital-related matter, time off with pay shall be granted for this purpose.
7. Staff on jury duty or serving as witnesses and excused by the court for a given day or released early, are required to return to their regular work site on that day. Staff may request approval to utilize benefit time for the balance of the day in lieu of reporting back to work.
8. For staff absences due to attorney appointments or court appearances for personal matters, such absences shall be charged to accrued vacation time or float holidays.
9. Staff normally assigned to work second or third shifts shall not be paid shift differential when appearing in court during these shift times (second or third).

ARTICLE 10
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 the review committee. If after this review the Union remains dissatisfied, it shall have the right to submit the matter as a Step 2 grievance in the Grievance Procedure. The decision at Step 2 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 that are changed.

ARTICLE 11
EMPLOYEE PERFORMANCE EVALUATION

- A. Staff member's 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" or "1".
- B. Each staff member shall be notified of the rating determined for him/her and given an opportunity to participate in the formulation of performance standards and improvement goals for the next appropriate evaluation. The period of such re-evaluation should be established consistent with the performance standards and improvement goals developed by the supervisor and the staff member.
- C. The staff member shall be provided with copies of the performance evaluation and the agreement on performance standards and improvement goals. All evaluations shall be signed by the supervisor and by the staff member before being placed in the staff members' personnel file. The staff member's signature shall signify that the staff member has seen and reviewed the evaluation, but not that he necessarily concurs with its contents.
- D. 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 warnings 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 "3" level, then the re-evaluation shall be considered to be a final warning for purposes of the disciplinary process. The supervisor shall also advise the staff member that failure to improve performance may result in further discipline up to and including discharge.

- E. If a staff member receives a rating of "1", such performance evaluation shall be considered as a final warning for purposes of the disciplinary process. The supervisor shall review the performance deficiencies with the staff member and shall counsel the staff member as to appropriate steps, which should be taken to improve performance and shall review with the staff member any warnings or prior counseling received with respect to performance. The performance of staff members receiving the "1" evaluation shall be carefully monitored by the supervisor. The staff member shall be evaluated not later than six months after the date of the "1" rating. If performance remains below the "3" level, such staff member shall be discharged.
- F. The evaluation category received or any evaluation given to a staff member is not subject to the grievance procedure.

**ARTICLE 12
LEAVES OF ABSENCE AND SICK PAY**

A. Sick Pay

1. Effective January 1, 2001, all bargaining unit staff members shall receive one (1) sick day per month. An employee will be paid for sick time at the employee's base rate of pay.
2. Beginning January 1, 1995, staff members with five (5) or more years' service will be eligible for an emergency advance of up to one year's worth of sick leave under the following circumstances:
 - a. At least one hundred sixty (160) hours have been or will have been used immediately before any of the advanced days. These 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 within the previous one (1) year for attendance. All evaluations over the last two 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 Campus Human Resource Director or his/her designee.
 - e. The approval/disapproval of the application for emergency advance of sick leave is grievable, only to Step II of the grievance procedure. It is not subject to arbitration. The decision of the Step II hearing officer in all such grievances will be final.

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 notify his Department of his continued absence in accordance with department procedure.
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 regular staff member retires, except an staff member who elects deferred retirement, pursuant to the provisions of a state administered retirement system and has to his/her credit and 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 members 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.

B. FMLA Leave:

The FMLA policy applicable to non-union employees will be applicable to members of the bargaining unit effective on _____, 2016.

Commented [DS1]: We still need to determine the effective date.

C. Death or Critical Illness in the Immediate Family:

At the time of a death of a family member, up to three (3) consecutive calendar days off with pay will be granted to 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. Members of the immediate family are defined as spouse, children, parents, brothers or sisters, parents-in-law or other relatives living in the staff member household. In cases where the death of a grandchild, grandparent, brother-in-law, sister-in-law, aunt or uncle, niece or nephew occurs, up to one (1) calendar day off with pay will be granted to attend

the funeral services, provided sick pay or other paid leave is accumulated to the credit of the staff member, and is so charged.

D. Military Leave

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

E. Leave of Absence Due to Work Related Injury

1. If an employee becomes disabled because the injury occurred during the course of the employee's job, 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 leave shall be governed by the Hospital's FMLA policy.

F. Unpaid Leave of Absence

In certain circumstances staff members may be permitted to take unpaid leaves of absence from their positions with the Hospital. Such leaves will be granted in accordance with Hospital policy.

TYPES OF LEAVE: MAXIMUM LENGTH

Medical Leave	per policy
Personal Leave	1 month
Academic	6 months in any calendar year
Military	In accordance with State and Federal Law

G. Return from Leaves

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

**ARTICLE 13
NO STRIKE CLAUSE**

- A. The Union and the bargaining unit members agree to refrain from any strike (including a sympathy strike or refusal to cross another union's picket line), work stoppage, slowdown, hand billing, bannering, picketing, display of an inflatable rat or similar symbol, concerted refusal to work overtime, or concerted sick call, and will not support or condone any such job action, nor prevent or attempt to prevent the access of any person to the Hospital's facilities during the term of this Agreement.
- B. No lockout of staff members shall be instituted or supported by the Hospital during the term of this Agreement.
- C. The Union recognizes its responsibility as exclusive collective negotiations agent and agrees to represent all staff members in the unit without discrimination.

**ARTICLE 14
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, Union Officers previously designated and authorized to represent the Union recognized by the Hospital shall be allowed to:
 - a. Represent staff members in the unit as 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 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 in the Emergency Medical Services "chain of command" who has 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 will be allowed to wear identification including Union insignia and their name, department and shift providing the identification does not become hazardous in the duties of said staff member.
5. It is agreed that the Union will appoint or elect up to three (3) officials who will be recognized by the Hospital in their defined authority to act for the Union.

C. Union Privileges

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

1. Telephone calls from the Union-to-Union Officers or Union Officials will be taken directly by the Officer unless he/she is not available in which case a message shall be transmitted to the Officer as soon as possible.
2. Where there are public address systems in the work areas, the Union may submit notices of meetings or call for Union representatives, which will be announced.
3. Where the Union has information to be transmitted to Union Officials, the interoffice mail system and pager system, will be made available provided that priority is retained for the business of the Hospital. The Hospital's facsimile equipment is only available for use of the Union to receive communications from outside the Hospital. Unauthorized use can result in disciplinary action.
4. The Union shall be allowed to conduct normal business meetings on Hospital properties, provided that space is available, requests are made and approved at least one (1) week in advance of the proposed date of use and that liability or the damages, care and maintenance and any costs which are attendance thereto are borne by the Union. Staff members may attend such meetings only during off duty hours or

provided such attendance does not interfere with performance of his/her duties.

D. Bulletin Boards

1. The Hospital will provide one (1) bulletin board which will be used exclusively for the posting of Union notices.
2. The material to be posted on the bulletin boards will be brought to the EMS Director or designee by the Union for approval. The Union representative 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 EMS Director or designee 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.

E. Union Dues Deductions

1. The Hospital agrees to deduct from the regular paycheck of staff members included in this bargaining unit, dues for the Union, provided the staff members authorize such deduction in writing in proper form to the Campus Human Resources Office.
2. Union dues deductions from any staff member in this negotiating unit shall be limited to the Union, the duly certified majority representatives.
3. Dues or fees so deducted by the Hospital shall, within thirty (30) 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 Union shall certify to the Hospital the amount of Union dues and shall notify the Hospital of any changes in dues structure thirty (30) days in advance of the requested date of such change.

5. The Hospital shall deduct the Union dues from a new staff member as soon as possible from the beginning date of employment in a position in this unit.

F. Grievance Investigation - Time Off

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

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

G. Leave for Union Activity

The Employer agrees to provide leave of absence with pay for delegates of the Union to attend Union activities. A total of twelve (12) days of such leave for the entire bargaining unit may be used each year of this Agreement.

This leave is to be used exclusively for participation in regularly scheduled meetings or conventions of labor organizations with which the Union is affiliated or for training programs for Stewards and Union Officers and for which appropriate approval by the Employer is required. Written notice, from the Union of the authorization of an individual to utilize such leave time shall be given to the Employer Personnel Office where the individual is employed at least thirty (30) days in advance of the date or dates of such meeting except in an emergency, less notice may be given. Granting of such leave to a staff member shall not be unreasonably withheld by the Employer.

H. Membership Packets

The Union may supply membership packets, which contain information for distribution to new staff members, including the role of the Union, the membership application and a copy of this Agreement, as well as other material mutually agreed to by the Union. The Hospital agrees to distribute such membership packets to all applicants for unit positions, provided the Union provides the Hospital with sufficient copies of the membership packets to do so. The Hospital will provide a fifteen (15) minute period during the new staff members training period to allow a Union representative to meet and explain the Union's responsibilities. If the Local representative cannot be present during such training period, the Local Union President will be allowed to make such a presentation to a maximum of twelve (12) times per year.

I. Representation Fee (Agency Shop)

1. Purpose of Fee

Beginning thirty (30) days after agreement on this contract, all eligible non-member staff members in this unit will be required to pay to the majority representatives 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.

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 reemployed 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 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 Union shall return any part of the representation fee paid by the staff member which represents the staff members additional pro-rated share of expenditures by the Union that is either in aid of activities or causes of a partisan political or ideological nature only incidentally related to the terms and conditions of employment, or applied toward the cost of any other benefits available only to members of the majority representative.

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.

5. Hospital Hold 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 negotiation 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 member 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 rate; 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 annually 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.

ARTICLE 15
ACCESS TO PERSONNEL FOLDERS AND EVALUATIONS

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

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

- B. Each regular written evaluation of work performance shall be reviewed with the staff member and evidence of this review shall be the required signature of the staff member on the evaluation form. Such signature shall not be construed to mean agreement with the content of the evaluation unless such agreement is stated thereon.
- C. A staff member may request the expungement of materials included in the folder where there are pertinent and substantive inaccuracies or for reasons of time duration, relevance or fairness. Such requests will be evaluated in relations to the Employer's needs for comprehensive and complete records but will not be unreasonably denied.
- D. No document of anonymous original shall be maintained in the personnel folder.

ARTICLE 16
Layoff Rights

- A. All members of the bargaining unit who have passed their probationary period with at least one year of service as a University Hospital employee will be eligible for rights under the Hospital's layoff policy. Layoff and recall rights for bargaining unit members are determined according to seniority based on current hire date into a regular position. Shift will not be taken into account. Staff members must meet all requirements for a position before they will be allowed to fill or bump into it.
- B. Other than 0.9 FTE's, which shall be treated as full-time for the purpose of this Article, Part-time staff members (20 hours or more but less than 40 hours per week) may only bump other part-time staff members.
- C. Full-time staff members (which shall be deemed to include 0.9 FTE's for the purpose of this Article) may bump part-time staff members if no full-time vacancies or bumping opportunities are available in his/her job title at the time of the layoff.
- D. A staff member serving in an "acting" capacity shall be considered for seniority and bumping purposes to be serving in his/her previously held title.
- E. The layoff procedure for bargaining unit members shall be as follows:
 - 1. A staff member identified for layoff will be offered the opportunity to fill a vacancy in his/her immediate prior title. If the staff member chooses not to accept the vacancy offered, he/she may opt to be placed on the recall list.
 - 2. If a vacancy pursuant to E(1) is not available, the staff member may bump the least senior employee in his/her immediate prior title. If the staff member chooses not to exercise his/her bumping rights, the staff member may opt to be placed on the recall list.
 - 3. A staff member who is placed in a vacancy or bumps into a position, cannot bid on vacant positions for a period of six (6) months.
 - 4. Laid off staff members, in order of University Hospital seniority, have recall rights to the job title and job requirements from which they were laid off.
 - 5. Laid off staff members who are eligible for recall rights shall retain their rights of recall for one (1) year from the date of layoff. Upon recall, a staff member shall retain his/her original date of hire.

- F. If any member of the bargaining unit 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.

**ARTICLE 17
CRIMINAL BACKGROUND CHECKS**

1. The parties recognize that the ability of the Employer 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 Employer may, at reasonable intervals, perform criminal background checks on employees, consistent with the requirements of the law. Should an employee refuse to allow the Employer to perform a criminal background check, that employee may be terminated.
2. In the event that a criminal background check reveals any criminal conviction which had not been previously revealed to the Employer, the Employer will meet with the employee to discuss an appropriate action.
3. Criminal background checks will be kept confidential to the extent practicable. An employee who received a negative report will be notified as required by law.

**ARTICLE 18
DRUG AND ALCOHOL TESTING**

1. The Hospital and the Union agree to maintain a safe, healthy and productive work environment for all employees, to provide thorough and effective patient care, to maintain the integrity and security of the workplace, and to perform all of these functions in a fashion consistent with our responsibilities to the communities which we serve. An employee who works or attends work under the influence of drugs or alcohol, or who refuse to take an alcohol/drug test when directed to do so pursuant to this Article, shall therefore be subject to disciplinary action up to and including termination.
2. Pursuant to these goals, employees will be required to undergo an alcohol/drug screening test in each of the following instances:
 - A. When the Hospital has reasonable suspicion, based upon the behavior or demeanor of an employee, to believe that the employee's ability to perform their job duties is impaired;
 - B. After an on duty accident if there is reasonable suspicion by management that impairment may have contributed to the accident and there was injury to anyone requiring medical treatment or lost time 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 for 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, 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 provide 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 a leave of absence pursuant to this Section shall provide written documentation, which provides an update on their status of their ability to return to work, every 30 days following the first day of such leave of absence. The written documentation must be from the facility where the employee is receiving treatment/counseling for his or her drug/alcohol dependency problem. An employee that fails to timely provide this documentation shall be subject to termination.

ARTICLE 19

A. Legislative Action

- 1. If any provisions of this Agreement require legislative action, or the appropriation of funds for their implementation, it is hereby understood and agreed that such provision shall become effective only after the necessary legislative action or rule modification is enacted, and that the parties may jointly seek the enactment of such legislative action or rule modification.
- 2. In the event that legislation becomes effective during the term of this Agreement which has the effect of improving the fringe benefits otherwise available to eligible staff members in this unit, this Agreement shall not be construed as a limitation on their eligibility for such improvements.

B. Savings Clause

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

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

**ARTICLE 20
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 negotiations by particularly reference in memoranda of understanding predating the date of signing to this Agreement and except that proposed new rules or policies, or modifications of existing rules or policies governing working conditions shall be presented to the Union and negotiated upon the request of the Union as may be required pursuant to the New Jersey Employer-Employee Relations Act, as amended.

**ARTICLE 21
AVAILABILITY OF CONTRACTS**

The Hospital agrees to use its best effort to post the contract online within ninety (90) days of the ratification of this Agreement.

**ARTICLE 22
TERM OF AGREEMENT, SUCCESSOR AGREEMENT
AND NEGOTIATION PROCEDURES**

A. Term of Agreement

This agreement shall become effective on the date when the Union presents written certification of proper ratification to the Hospital and shall remain in full force and effect from November 1, 2014 to October 31, 2017

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 February 1, 2017 or February 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 November 1, 2017 subject to the provisions above.


C. Negotiation 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.

For the purpose of giving notice as provided in Article 20, the Hospital may be notified through the Chief Human Resources Officer, 30 Bergen Street, Newark, NJ 07101-1709; and the Union through Supervisors Association, IAEP, Local R2-200, SEIU-NAGE 150 Cabinet Street, Newark, NJ 07101-1709.

IN WITNESS WHEREOF, University Hospital and the International Association of EMT's & Paramedics, Local R2-200, SEIU-NAGE have caused this agreement to be signed by their duly authorized representative.

University Hospital

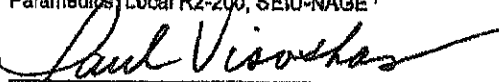


Eva M. Serruto, Esq.
Director Labor Relations




Gerard Garcia
Chief Human Resources Officer

International Association of EMT's &
Paramedics Local R2-200, SEIU-NAGE



Paul Visockas, President



John Berghoepfer
Vice-President