

# MEMORANDUM OF AGREEMENT

## UNIVERSITY HOSPITAL

AND

## LOCAL 97, INTERNATIONAL BROTHERHOOD OF TEAMSTERS

UNIVERSITY HOSPITAL ("Hospital" or "Employer") and the LOCAL 97, INTERNATIONAL BROTHERHOOD OF TEAMSTERS ("Union"), having engaged in negotiations for an agreement to succeed the current Collective Negotiations Agreement ("Agreement") between the Hospital and the Union that expired on June 30, 2014, hereby agree to the following amendments to the Agreement as set forth below.

This Memorandum of Agreement ("MOA") represents a complete package and no individual element of this MOA is acceptable to the parties absent an agreement to the complete package set forth herein. Therefore, the parties hereby agree to amend the Agreement as follows:

1. Duration: July 1, 2014 through June 30, 2017 (3-year Agreement)
2. Article VII, Section E, Salary Program: Delete Section E and replace with the following:

It is agreed that during the term of this Agreement, July 1, 2014 to June 30, 2017, the following salary and fringe benefit improvements shall be provided to eligible staff in the unit within the applicable policies and practices of the Hospital and in keeping with the conditions set forth herein. Subject to the State Legislature enacting appropriations for these specific purposes, the Hospital agrees to provide the following benefits effective at the time stated herein:

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
3. Article XII, Section C, Uniforms: Effective July 1, 2016, all 0.9 EMS staff shall be entitled to the same amount in Uniform Allowance as full time EMS staff and all 0.9 non-EMS staff shall be entitled to the same Uniform Allowance as full time non-EMS staff. Also effective July 1, 2016, the requirement for eligibility for the Uniform Allowance for EMS staff will be reduced from 1 year of employment to 6 months of employment.
  4. Article XV, Section H, Marriage Leave: Delete Section
  5. Article XV, Section D, FMLA: Effective \_\_\_\_\_, the parties agree to adopt and apply the terms of the Hospital's FMLA Policy, currently applicable to non-Union employees, to current bargaining unit employees. The current policy is attached hereto. With respect to any new hires hired on or after ratification of this MOA, the FMLA Policy shall become effective immediately. ~~Notwithstanding the foregoing, the FMLA Policy will not be applied to this bargaining unit (including any new hires hired on or after ratification of the MOA) until it is also implemented for other unions that agree to incorporate the policy during this round of bargaining. This necessitates the following revisions to the Agreement:~~
    - Article XV, Section C: Delete last sentence ("A short period of emergency attendance...")
    - Article XV, Section D: Delete and replace with:

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

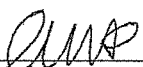
6. Tentative Agreements: The parties have reached tentative agreements on the following subjects, all of which shall be deemed part of this MOA, and copies of which are attached hereto:

1. Preamble
2. Recognition Clause, Section B7
3. Article I, Management Rights
4. Article II, Section A, Fair Treatment
5. Article II, Section D, Non-Discrimination
6. Article III, Section D, Inclement Weather
7. Article IV, Grievance Procedure
8. Article IV, Discipline
9. Article V, Prior Benefits and Practices
10. Article VII, Section C, Direct Deposit
11. Article VIII, Section A6(1), Meal Period
12. Article VIII, Section B9, Hours of Work and Overtime
13. Article XI, Section A2, Seniority
14. Article XI, Sections B and C, Transfers and Contracting Services
15. Article XI, Section D, Layoff, Placement and Bumping
16. Article XI, Section E, Layoffs, Placement and Bumping for UCHC
17. Article XII, Section A, Health Benefits
18. Article XII, Section D, Physical Examination
19. Article XII, Section E, Tuition Refund Plan
20. Article XII, Section G, Dental Care Program
21. Article XII, Section H, Temporary Disability Plan
22. Article XII, Section I, Prescription Drug Program
23. Article XIII, Classification of New Positions and Job Descriptions
24. Article XIII, Section C, Classification of New Job Titles and Job Descriptions
25. Article XIII, Section C2, Acting Appointments
26. Article XIV, Section D, Performance Evaluations
27. Article XIV, Section F, Performance Evaluations
28. Article XV, Section D3, Leaves of Absence
29. Article XV, Section G, Workers Comp and SLI
30. Article XV, Section I, Personal Leaves of Absence
31. Article XVII, Union Business
32. Article XVII, Section F, Union Business
33. Article XVII, Section G, Union Business
34. Article XVII, Section H, Union Business
35. Article XVII, Section K, Union Business
36. Article XXI, Complete Agreement
37. Article XXIII, Section C2, Negotiation Procedures
38. Appendix A, University Operating Units
39. Appendix B, Job Series Titles
40. Side Letter #6, Compensation Review
41. Criminal Background Checks
42. Drug & Alcohol Testing

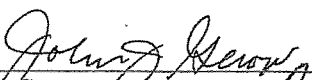
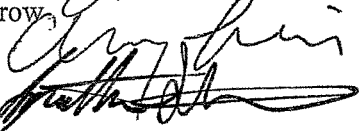
7. Criminal Background Checks and Drug & Alcohol Testing Implementation: The Hospital agrees that notwithstanding the tentative agreements concerning Drug & Alcohol Testing and Criminal Background Checks attached hereto, the terms of those tentative agreements will not be applied to this bargaining unit until they are implemented for other unions that agree to language on those subject matters during this round of bargaining.
8. Complete Agreement: The parties recognize and agree that this MOA represents the entire understanding of the parties. Any proposal or counter-proposal that was made by the parties during negotiations, but is not contained herein, is deemed waived.
9. Ratification Process: This MOA is subject to approval by the Hospital's President and CEO and ratification by the membership of the Union. The Union and its bargaining committee agree that it will recommend ratification of this MOA to the membership. The Hospital's bargaining committee will likewise recommend approval of this MOA to the Hospital's President and CEO. The Union shall notify the Employer in writing of the result of the ratification vote within 48 hours of the conclusion of the voting. The Hospital will likewise provide written notice to the Union of the approval of the President and CEO.
10. Authorization: The undersigned represent that they are authorized to enter into this MOA on behalf of their respective constituencies. Upon ratification of the MOA by the Union and approval by the Hospital's President and CEO, the Hospital will draft a new collective negotiations agreement and present it to the Union for review, approval and execution.

IN WITNESS WHEREOF, the parties have caused this MOA to be signed by their duly authorized representatives on this 8 day of July, 2016.

FOR UNIVERSITY HOSPITAL:

  
\_\_\_\_\_  
Eva Serruto

FOR THE UNION:

  
\_\_\_\_\_  
John Gerow  




**UNIVERSITY HOSPITAL**  
Newark, New Jersey

<b>SUBJECT:</b>	Employee Benefits	<b>TITLE:</b>	Medical/Family Medical Leave Act - Leave of Absence/New Jersey Paid Family Leave		
<b>Responsible Executive:</b>	Chief Human Resources Officer		<b>Responsible Office:</b>	Human Resources	
<b>CODING:</b>		<b>ADOPTED:</b>	07/01/13	<b>AMENDED:</b>	01/01/15

**HUMAN RESOURCES POLICY**

**PURPOSE:**

To set policy defining Medical/FMLA leaves of absence for employees due to illness or injury (serious health condition) for self, family member; or, leave due to birth, adoption or foster care in compliance with the provisions of the New Jersey Family Leave Act (inclusive of the New Jersey Paid Leave provisions) and the Federal Family & Medical Leave Act (inclusive of Military Family Leave).

The policy defines eligibility, duration, notice provisions and reasons for granting medical/FMLA, New Jersey Paid Family Leave and addresses the treatment of time accrual benefits (e.g., sick time, vacation etc.), insurance benefits and pension while on such leaves.

**ACCOUNTABILITY:**

The Chief Human Resources Officer is to ensure compliance with this policy.

**APPLICABILITY:**

This policy applies to all non-union University Hospital staff members.

**ELIGIBILITY:**

- 1) Effective January 1, 2015, regular full or part-time non-union staff employed on or prior to December 31, 2014 will qualify under this policy if they have worked 20 hours or more per week for a minimum of six (6) months. Full time temporary employees employed a minimum of six (6) months are also eligible.
- 2) Effective January 1, 2015, non-union staff hired on or after January 1, 2015, employed for at least twelve (12) months and who have worked at least 1,000 hours of worked time for the hospital during the twelve (12) month period

immediately preceding the leave, will be eligible under this policy. Time spent on leave during the twelve (12) month period immediately preceding the leave shall not be counted in determining whether an employee has reached the 1,000 hours of work threshold regardless of whether such leave was paid or unpaid.

- 3) Effective July 1, 2015, all non-union staff employed by University Hospital for at least twelve (12) months and who have at least 1,000 hours of worked time for the hospital during the twelve (12) month period immediately preceding the leave will be to be eligible under this policy. Time spent on leave during the twelve (12) month period immediately preceding the leave shall not be counted in determining whether an employee has reached the 1,000 hours of work threshold, regardless of whether such leave was paid or unpaid.

**DEFINITIONS:** (Also see definitions related to Military Caregiver and New Jersey Paid Family leaves below)

**Family Member:** A spouse, domestic partner, civil union partner, child, or parent.

**Parent:** A person who is the biological parent, adoptive parent, foster parent, stepparent, parent-in-law or legal guardian, having a "parent-child relationship" with a child as defined by law, or having sole or joint legal or physical custody, care, guardianship, or visitation with a child.

**Child:** A biological, adopted, or foster child, stepchild, legal ward, or child of a parent who is: (1) under 18 years of age; or (2) 18 years of age or older but incapable of self-care because of a mental or physical impairment. See definition of "child" pursuant to the New Jersey Paid Family Leave Act below.

**Health Care Provider :** Physicians and physician assistants who are authorized to practice under state law qualify as health care providers and all medical para-professionals who fall within the definition of "health care provider" (eg. nurse practitioners, nurse-midwives, clinical social workers, etc.).

**Intermittent Leave:** Leave time taken on a periodic basis as a result of a health condition. Leave shall not exceed twelve (12) weeks within a rolling 12 (twelve) month period.

**Reduced Leave Schedule:** Leave schedule that reduces the normal number of hours worked per workweek as a result of a health condition.

**Serious Health Condition:** A "Serious Health Condition" means an illness, injury, impairment or physical or mental condition that involves one of the following:

1. Hospital Care:

Inpatient care (minimum of 1-night inpatient care) in a hospital, hospice, or residential medical care facility, including any period of incapacity or subsequent treatment in connection with or consequent to such inpatient care.

2. Incapacity plus Treatment

A period of incapacity of more than three consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition), that also requires in-person treatment by a health care provider at least once within seven days of the first day of incapacity; AND

Either:

- a) a regimen of continuing treatment initiated by the health care provider during the first treatment or
- b) a second in-person visit to the health care provider for treatment (the necessity of which is determined by the health care provider) within 30 days of the first day of incapacity.

3. Chronic Condition:

A chronic condition is one that:

- a) requires visits for treatment by a health care provider at least twice a year;
- b) continues over an extended period of time (including recurring episodes of a condition); and
- c) may cause episodic incapacity rather than a continuing period of incapacity.

4. Pregnancy:

Any period of incapacity due to pregnancy, or for prenatal care as indicated by a health care provider.

5. Permanent/Long-term Conditions Requiring Supervision:

A period of incapacity, which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider.

6. Multiple Treatments (Non-Chronic Conditions):

Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.

## ADDITIONAL DEFINITIONS RELATED TO MILITARY CAREGIVER LEAVE AND QUALIFYING EXIGENCY:

**Covered Servicemember.** For purposes of Military Caregiver Leave, a covered servicemember is a current member of the Regular Armed Forces, National Guard, or Reserve, including those on the temporary disability retired list (TDRL), but not including members on permanent disability. Also, covered servicemember includes a veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness if the veteran was a member of the Armed Forces at any time during the period of five (5) years preceding the date on which such veteran undergoes medical treatment, recuperation, or therapy.

**Serious Injury or illness.** An injury or illness incurred by a covered servicemember in the line of duty on active duty or that existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member's office, grade, rank or rating.

For a veteran, serious injury or illness is defined as a qualifying injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or that existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

**Family Relationships under Military Leave.** Parent, spouse, son, daughter, or next of kin (see definition below) of a covered servicemember as defined above.

**Next of Kin** - For purposes of Military Caregiver leave only, a blood relative other than spouse, parent, son or daughter specifically designated in writing by the service member as his/her nearest blood relative.

**Military Caregiver Leave** - Eligible employees can take up to 26 weeks of job -protected "military caregiver leave" during a single rolling 12-month period to care for a family member who is a covered service member with a serious illness or injury. See above definitions of "Covered Servicemember" and "Serious Injury or illness."

**Qualifying Exigency.** Eligible employees may take FMLA leave (12 weeks in a single rolling 12 month period) for a qualifying exigency when the employee's spouse, son, daughter, or parent is on (or has been notified of an impending call to) "covered active duty" in the Armed Forces. "Covered active duty" for members of a regular component of the Armed Forces means duty during deployment of the member with the Armed Forces to a foreign country. "Covered active duty" for members of the reserve components of the Armed Forces (members of the U.S. National Guard and Reserves) means duty during deployment of the member with the Armed Forces to a foreign country under a call to order to active duty in a contingency operation as defined in section 101(a) (13) (B) of Title 10, U.S. Code. The seven categories of qualifying exigencies are:

- short-notice deployment (leave permitted up to seven (7) days if the military member receives seven or less days' notice of a call to active duty),



- military events and related activities,
- certain temporary childcare arrangements and school activities (but not ongoing childcare),
- financial and legal arrangements,
- counseling by a non-medical counselor (such as a member of the clergy),
- rest and recuperation (leave permitted up to five (5) days when the military member is on temporary rest and recuperation leave), and
- post-deployment military activities.

#### DEFINITION RELATED TO THE NEW JERSEY PAID FAMILY LEAVE ACT:

**Child:** Biological, adopted or foster child, stepchild or legal ward of covered employee; child of a domestic partner of covered employee; child of civil union partner of covered employee, less than 19 years old (or older than 19, but incapable of self-care because of mental or physical impairment.)

#### REFERENCES:

- A. Staff Leave Donation Program Policy
- B. Holiday Policy
- C. Sick Pay Policy
- D. Attendance Control Policy

#### POLICY:

##### Medical/FMLA leave of absence for self is:

An absence from work for a specific period for an illness or injury (serious health condition) with the approval of the Department of Human Resources. University Hospital may, at its discretion, designate employee absences of three (3) days or more as FMLA if the absences qualify as such and regardless of whether the employee has applied for leave. Leaves are taken with the understanding that the employee will return to work at the conclusion of the leave.

For employees taking medical/FMLA leave for self, the maximum leave allowed will be twelve (12) weeks, unless the employee has paid time accruals exceeding that amount of time. In cases where the employee has in excess of twelve (12) weeks of paid time accrued, the maximum length of leave time shall be equal to the lesser of the employee's paid time accrual or twelve (12) months. All Paid sick time accruals must be utilized first, then float holidays and vacation accruals may be used at the employee's option. For employees applying for New Jersey Temporary Disability, accrued sick time must be used first and exhausted. The statutory 12-week FMLA shall run concurrent with the first 12 weeks of such leave.

Staff members hired prior to January 1, 1983, with accrued sick time exceeding twelve (12) months will be entitled to use all such time.

According to the Staff Leave Donation Policy, for employees who receive donated time, such time shall not cause the employee to exceed the maximum leave time allowed by this policy. In addition, all accrued sick, vacation, float days and compensatory time must be exhausted. Refer to the Staff Leave Donation Policy.

**FMLA leave of absence for family member:**

For employees taking FMLA leave to care for a family member for a serious illness, the maximum leave allowed is twelve (12) weeks. Paid leave time must include a maximum of (10) days of accrued sick time (utilized first) and then, at the employee's option, float holidays and vacation accruals. However, in circumstances where the family member has a catastrophic illness (defined as an illness, injury, impairment, or physical or mental condition that a licensed physician or certified practitioner certifies as life threatening or terminal), ten (10) sick days must be taken, and then, at the employee's option, float holidays and vacation accruals. If additional time is required beyond the initial ten (10) sick days, and the employee has exhausted float holidays and vacation accruals, additional sick days may then be used for the remainder of the twelve (12) week maximum allowed under the terms of this policy.

**Intermittent/Reduced Leave of Absence for Self/Family Members:**

An employee does not need to use FMLA entitlement in one (1) block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make a reasonable effort to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Employees on approved Intermittent Leaves of Absence must follow departmental procedure to notify the immediate supervisor referencing the need for FMLA leave daily. Calling in "sick" is not enough to trigger the FMLA requirements. Intermittent leave runs concurrent with FMLA at all times.

*Intermittent/Reduced Schedule FMLA Leave for Self:* For employees taking Medical/FMLA leave for self, the maximum leave allowed will be twelve (12) weeks. All Paid sick time accruals must be utilized first, then float holidays and vacation accruals may be used at the employee's option.

*Intermittent/Reduced Schedule FMLA Leave for Family Member:* For employees taking Intermittent/Reduced FMLA leave to care for a family member for a serious illness, the maximum leave allowed is twelve (12) weeks. Paid leave time must include a maximum of (10) days of accrued sick time (utilized first) and then float holidays and vacation accruals at the employee's option.

**FMLA leave of absence for birth or adoption:**

An approved leave from employment to enable an employee to provide necessary care due to the birth, adoption or foster care of a child by the employee and/or spouse. Intermittent or reduced schedule leaves are not allowed for birth or adoption.

The maximum leave allowed for birth, adoption or foster care of a child is twelve (12) weeks. At least ten (10) days of accrued vacation and float holidays must be used if applying for New Jersey Paid Family Leave Insurance. If not applying for New Jersey Paid Family Leave Insurance it shall be the employee's option whether to use accrued vacation and float holidays or take the leave as unpaid. In either event, leave shall not exceed the allowed twelve (12) weeks within a rolling 12-month period.

Note: If an employee is applying for medical leave due to pregnancy disability, or for any other reason, the medical leave will be in effect only for the period where there is an inability to work. After a birth, once the employee is medically able to work but requires childcare leave, a family leave can be requested under the birth or adoption provisions of FMLA.

### **Military Caregiver Leave**

An eligible employee may take up to 26 weeks of job-protected "military caregiver leave" during a single 12 month period. This leave must be used to care for a covered service member with a serious illness or injury (See Definitions related to Military Caregiver Leave). This leave can be taken on a continuous, intermittent or reduced schedule basis.

### **Qualifying Exigency Leave**

An eligible employee may take up to 12 weeks of job-protected leave for a "qualifying exigency" arising from the employee's spouse, child, or parent's status of (or has been notified of an impending call to) "covered active duty" in the Armed Forces. "Covered active duty" for members of a regular component of the Armed Forces means duty during deployment of the member with the Armed Forces to a foreign country. "Covered active duty" for members of the reserve components of the Armed Forces (members of the U.S. National Guard and Reserves) means duty during deployment of the member with the Armed Forces to a foreign country under a call to order to active duty in a contingency operation. Qualifying exigency military leave is not available to family members in cases where the call to active duty comes from a state rather than the federal government.

### **REQUIREMENTS:**

#### Employee Notice Requirements

Foreseeable Leave: Employees must provide 30 days' advance notice for birth, adoption, foster care, planned medical treatment for self, family member or covered service member. If 30 days' advance notice is not possible, notice must be given "as soon as practicable" (meaning the same day or next business day). In the event the employee does not provide 30 days' notice, University Hospital has the right to ask the employee to provide reasons why such notice was not practicable.

Unforeseeable Leave: When the need for leave is not foreseeable, employees must follow University Hospital's usual and customary notice and procedural requirements for absences, unless extenuating circumstances exist. If an employee fails to comply with his/her Department's procedure, leave may be delayed or denied.

Failure of an employee to provide timely notice to the department and to Human Resources will result in absences occurring during the delay to be counted as non-FMLA absences, and may be subject to disciplinary actions.

#### Employer Notice Requirements

Once University Hospital has received a completed certification or other information sufficient to determine whether leave is being taken or requested for an FMLA-qualifying reason, the employer has five business days to "designate" leave as FMLA leave.

University Hospital shall provide written "Rights and Responsibilities" notice to each employee taking FMLA leave that details the specific expectations and obligations of the employee and the consequences of not meeting those terms.

#### Medical Certification/Recertification Requirements

University Hospital will request a Medical Certification within five business days after the employee gives notice of the need for leave, or within five business days after the leave commences.

Employees must submit a complete and sufficient Medical Certification within 15 days of the hospital's request for certification. In most cases, leave can be denied if the Certification is not submitted at all within this time frame. University Hospital has no obligation to notify the employee that it has not been received.

If an employee submits a certification from a foreign health care provider and it is not in English, University Hospital will require the employee to have it translated.

Once a Certification is received, University Hospital may request additional information, if necessary, and will give the employee seven days to supplement the Certification. If the employee does not provide the information in this timeframe, leave can be denied. University Hospital representatives, including Human Resources professionals (but not an employee's direct supervisor or department) may contact an employee's health care provider to clarify and authenticate a Medical Certification presented in connection with an FMLA leave request.

University Hospital requires a new application and Medical Certification for each leave and/or leave extension request. In addition, recertification for ongoing conditions is required at least every six months in conjunction with an absence, and more frequently if an extension is requested, circumstances have changed, or University Hospital receives information casting doubt on the employee's stated reason for leave.

University Hospital Human Resources has the right to contact an employee's healthcare provider with information about the employee's attendance and ask the provider to evaluate whether the employee's attendance pattern is consistent with the health condition that qualified them for FMLA.

**NOTE: The submission of any altered and/or falsified documentation, or other misrepresentation, is a violation of this Policy and will subject an employee to disciplinary action, up to and including termination of employment.**

#### Other Provisions

All medical/FMLA leaves for self or family member, military caregiver, qualifying exigency or for birth, adoption or foster care of a child, whether paid or unpaid, shall run concurrent with the maximum amount of leave permitted by policy. This provision includes workers compensation leaves, the first twelve (12) weeks of which shall run concurrent with FMLA.

For employees applying for New Jersey Temporary Disability, only accrued sick leave must be used first and exhausted.

Employees must comply with the terms and conditions of hospital leave policies regarding the treatment of time accrual benefits during FMLA.

An employee on an approved FMLA may not work for any other employer.

An employee will be considered absent without authorization (AWOL) and subject to termination if he/she fails to:

- apply for a Leave of Absence within the guidelines of this policy;
- provide required documentation (medical certification) justifying the leave within the maximum fifteen (15) calendar days of the request for documentation;
- return to work within three (3) or more days after the leave expiration date and has not applied for an extension;
- respond to a written communication from University Hospital advising of the leave expiration.

University Hospital may require an employee to obtain a second opinion at University Hospital's expense. University Hospital is permitted to designate the health care provider to furnish the second opinion. If the employee refuses to release relevant medical records to the designated health care provider for the second opinion, or if the provider's certification does not ultimately establish the employee's entitlement to FMLA leave, the leave shall not be designated as FMLA leave. If the opinions of the employee's and University Hospital-designated health care providers differ, the employee will obtain certification from a third health care provider, at the expense of University Hospital. This third opinion shall be final and binding.

The maximum time allowed for Leaves of Absence is calculated on a rolling 12-month period measured retrospectively from the time of the new request or an extension request.

### NEW JERSEY PAID FAMILY LEAVE ACT PROVISIONS

Effective July 1, 2009, New Jersey enacts Paid Family leave that provides employees with up to six (6) weeks of paid leave in a 12-month period to care for newborns, newly adopted children or seriously ill family members. The paid leave is a partial wage replacement benefit administered and paid by the New Jersey Department of Labor and Workforce Development, Division of Temporary Disability Insurance. It allows an employee to receive two-thirds of his or her weekly compensation up to a maximum amount per week as determined by the New Jersey Department of Labor and Workforce Development.

However:

- o The new paid leave law *does not* cover leave for an employee's own serious health condition.
- o Unlike the Family and Medical Leave Act (FMLA) or New Jersey Family Leave Act (NJFLA), the law does not mandate employment restoration or job protection for employees.
- o If the employee meets University Hospital Medical/FMLA Leave of Absence policy requirements for eligibility, the Paid Family Leave will run concurrently with FMLA and NJFLA statutes.

#### **Eligibility:**

An individual will be covered if he or she is engaged in employment as defined by New Jersey's unemployment compensation law. This means the employee meets minimum earning requirements. Specifically, an employee who earns either \$145\* or more per week for 20 consecutive weeks, or \$7,300\* or more over the previous 52 calendar weeks, qualifies for the program. \*Minimum wage eligibility requirements are subject to change as determined annually by the New Jersey Department of Labor and Workforce Development.

### Benefits:

An employee is eligible for paid family leave benefits if:

- The individual takes leave from work to provide care for a qualifying family member as defined by NJFLA who has a serious health condition;
- The individual is to provide care for a newborn during the first 12 months after the child's birth; or
- The individual takes leave during the first 12 months after the placement of a child for adoption.

### Notice Requirements:

Employees must provide reasonable and practicable notice (e.g., same or next business day) to his/her department supervisor unless there is an emergency.

### Birth of a Child or Placement of a Child for Adoption or Foster Care

An employee must provide his/her departmental supervisor and Human Resources with thirty (30) days' notice when requesting leave for the birth of a child or placement of a child for adoption or foster care. If thirty (30) days' notice is not provided, the employee will forfeit two weeks of paid benefits. The penalty is waived if the leave is due to unforeseeable circumstances.

### Care for a Family Member with a Serious Health Condition (as defined by FMLA)

- For a continuous, non-intermittent leave, the employee must provide advance notice in a reasonable and practicable manner, unless an emergency or other unforeseen circumstance precludes such notice.
- For an intermittent leave, a minimum of 15 days' notice prior to the commencement of the family leave must be given unless an emergency or other unforeseen circumstance precludes such notice. A maximum of up to 42 days may be taken in whole day increments.

For all of the above leaves, employees must also submit a claim for benefits to the New Jersey Division of Temporary Disability Insurance within 30 days after leave begins.

### Certification:

Employees will be required to complete the following and submit completed forms to the Human Resources Leave of Absence Office:

- Request for Leave of Absence form and submit same, signed by his/her department supervisor
- Certification of Health Care Provider for Family Member's Serious Health Condition (Form WHI-380-F-UH)

- Division of Temporary Disability Application for Family Leave Insurance Benefits (FL-1), only if applying for New Jersey Paid Family Leave Insurance.

**Use of Accrued Time Benefits in Connection with Paid Family Leave:**

University Hospital employees may use available accrued time benefits, at the employee's option, for all or part of the six (6) weeks of paid leave, as identified in the following:

TYPE OF LEAVE	ACCRUED TIME BENEFITS
Birth of a Child or Placement of a Child for Adoption	Use of accrued float holidays and vacation accruals if available
Care for a Family Member with a serious health condition	Use of sick days (maximum of 10), float holidays, then vacation accruals if available

Employees are may either utilize their leave accruals as indicated above and then: (a) apply for Family Temporary Disability Insurance or; (b) apply for Family Temporary Disability Insurance after exhausting all available accrued time. Please note that the aforementioned selection is irrevocable unless an employee's disability claim is denied by the State or the circumstances supporting the leave change, i.e., extension of leave request, recertification, etc.

**NOTE :**

If an employee is currently collecting New Jersey State Temporary Disability benefits (for self), he/she can apply for New Jersey Paid Family Leave without first utilizing two weeks of their accrued time benefits.

**PROCEDURES:**

Performed by –

Staff Member:

1. Application for a medical/FMLA leave of absence for a foreseeable event must be made thirty (30) days in advance.
2. Employees (or immediate family member in case of emergencies) are required to follow the department's designated call-in procedure for any unforeseeable absences.



3. Application for a medical/FMLA leave of absence for an unforeseeable event, must be made on or before the fourth (4th) day (or next business day, if the 4<sup>th</sup> day is a weekend) of any period when an employee is absent due to serious illness or injury of self or family member, or due to birth or adoption.
4. Employees must complete the Request for Leave of Absence and provide a completed Certification of Health Care Provider to the Leave of Absence Office for the appropriate leave being requested:
  - Employee's Serious Health Condition - Form WH-380-E-UH
  - Family Member's Serious Health Condition - Form WH-380-F-UH
  - Qualifying Exigency for Military Family Leave - Form WH 384-UH
  - Serious Illness of Covered Service Member for Military Family Leave - Form WH 385-UH

Forms can be accessed at the Human Resources Online Forms Library,  
<http://www.uhnj.org/hrweb/forms/index.htm>

5. Employees have a maximum of fifteen (15) calendar days from the date of the request, or the date of notice of extension, within which to provide such certification justifying a leave.
6. Employees are required to submit recertification of the reason for medical leaves every thirty (30) days or upon expiration of prior certification whichever is longer, to the Leave of Absence Office (Except for birth, adoption, and intermittent leaves).
7. If circumstances of the leave change, the employee is responsible for contacting the Leave of Absence Office.
8. Employees on leave, but requiring an extension, must apply for the extension at least five (5) days before the expiration of the previously approved leave. The extension cannot extend the leave beyond the maximum time allowed under policy. Contact the Leave of Absence Office to apply.
9. Upon return from leave, employees must present a medical statement from his/her health care provider to the Leave of Absence Office that states the employee is able to return to work. A Fitness for Duty Certification may be required from the Health Care Provider to actually assess whether the employee has the ability to perform essential functions of the job. If leave was for a communicable disease, employee must be cleared through the hospital's designated health service.

Department Head:

1. Must inform staff of FMLA rights and advise them to contact HR if the staff member provides sufficient information to indicate that FMLA may apply.
2. Must notify their Leave of Absence Office that they have an employee who may be FMLA eligible and will be contacting them.
3. Must indicate on the employee's timesheet, the usage of leave accruals as allowed under policy.
4. Must track leave usage for employees on intermittent leave. If there are multiple intermittent leaves for the same employee, the department must track whether absence is related to employee's own self or his/her family member.

Leave of Absence Office:

1. Reviews the application for a leave of absence and determines if the employee qualifies.
2. Advises department head that employee has requested a leave of absence.
3. Prepares and submits to the employee: (1) Initial Notice of Eligibility and Rights & Responsibilities and Letter of Approval, Deficiency or Denial. The letter informs the employee if the FMLA has been approved and if necessary, requests additional information to determine if the FMLA can be approved.
4. Notifies Department Head of the approval of leave requests.

Benefits During Medical/FMLA Leaves of Absence:

The first twelve (12) weeks of a medical/FMLA (paid and unpaid) leave of absence (including birth, adoption or foster care) granted to an employee will be considered leave pursuant to the Federal Family and Medical Leave Act.

Employees on paid leave for self, family member or birth, adoption or foster care will continue to enjoy full benefits.

During the first twelve (12) weeks of unpaid status, the employee will be required to pre-pay the employee portion of any applicable health plan premium cost during the leave. Once the twelve (12) week unpaid period is exhausted, the employee will be required to pre-pay the applicable employee and employer premium costs for the remainder of the leave.

If the required pre-payments are not made, the employee's benefit coverage will be terminated under the provisions of the State Health Benefits Program (SHBP). Affected employees will be offered COBRA up to eighteen (18) months. The employee may elect to continue any or all of the coverage (medical, prescription drug or dental) they had while in active status. They may

not increase the level of coverage, but may switch plans upon enrollment in COBRA. The time employees spend on leave will not count as part of the COBRA eligibility period.

Employees will not accrue pension credit while on unpaid leave of absence status. However, upon return to work, employees may be allowed to purchase pension credit up to a designated maximum, with the exception of employees who are members of the Alternate Benefit Plan (ABP). Contact your Human Resources Benefits Office for information.

Sick and vacation time accruals will continue for the remainder of the month in which the unpaid medical leave commences, providing the employee is still in active pay status as of the first pay cycle of the month.

When an employee returns from leave, sick and vacation time will begin to accrue the first pay cycle of the month after the employee returns to work.

Employees who are on an unpaid medical leave of absence on January 1, are not credited with float holidays at that time. Employees returning from unpaid leave between January 2 and July 1, will be credited with three (3) float holidays within one full pay cycle after July 1. No float holidays will be credited for employees returning from leave of absence from July 2 - December 31.

Seniority held prior to the commencement of the leave of absence will be retained.

Holidays which fall during an unpaid medical leave of absence will not be granted pursuant to the Holiday Policy 30-01-40-10:00.

#### **Return from Leave**

An employee who exercises the right to take a medical leave under the Federal Family and Medical Leave Act (first twelve weeks), upon expiration of the leave is entitled to be restored to the position he/she held when the leave commenced or an equivalent position with same seniority, status (ie. full time or part time), employment benefits, pay and other terms and conditions of employment. If a layoff occurs while the employee is on leave, the employee will be treated as if he/she were not on a leave relative to any layoff provisions. However, any bumping rights will be determined upon the employee's return from an official leave of absence.

Upon returning from a medical leave, the employee must present a medical statement from his/her personal physician to the Leave of Absence Office that states the employee is able to return to work and if the leave was for a communicable disease, the employee will be cleared through the UH designated health service.

Immediately upon the employee's return to duty, the department must contact the Leave of Absence Office to reactivate the employee. A return Leave of Absence Transaction Form will be completed by the Leave of Absence Office and forwarded to Data Administration for processing.

Please be reminded that failure to immediately notify the Leave of Absence Office about the employee's return from leave can result in the employee not receiving a paycheck.

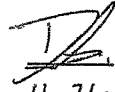
Under direction of the President and CEO:

---

Chief Human Resources Officer


For UH

Date:

  
4-26-16

For Local 97

Date:

  
4/26/16

04-26-16 - Tentative Agreement

PREAMBLE

Delete and replace with the following:

This Agreement is effective \_\_\_\_\_ and is made between University Hospital, 150 Bergen Street, Newark New Jersey (hereinafter called "University Hospital" or the "Hospital") and Teamsters Local 97 (hereafter called the "Union").

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



For UH

DB  
7-28-15

Date:

For Local 97

99/A 7/28/15

\_\_\_\_\_  
\_\_\_\_\_

Date:

**07-28-15 TENTATIVE AGREEMENT**

**RECOGNITION CLAUSE**

Section B7: Delete (Security Officers and University Police Officers)

For UH

Date:

For Union

Date:

Handwritten signatures and dates for UH and Union. The UH signature is dated 6-17-16. The Union signature is dated 6-17-16.

06-17-16 UH Counterproposal

ARTICLE I

MANAGEMENT RIGHTS

Revise Article to state as follows:

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

Deleted: express

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

- g. To determine the management of each department in the Hospital by the efficient selection, utilization, deployment and disposition of equipment which necessarily includes determining the quantity, type and brand of equipment and other products to be utilized;
- h. To determine the number of hours per day and/or per week that operations in each department of the Hospital shall be carried on and/or to discontinue or relocate any portion or all of the operations
- i. To take whatever means necessary to carry out the mission of University Hospital in emergency situations.



For UH

Date:

*J.B.*  
7-28-15

For Local 97

*J.B.*  
7/28/15

\_\_\_\_\_  
\_\_\_\_\_

Date:

**07-28-15 TENTATIVE AGREEMENT**

**ARTICLE II**  
**FAIR TREATMENT**

Section A: Change "Chapter 303, PL 1968" to "New Jersey Employer-Employee Relations Act";

For UH

Date:

*[Signature]*  
4-26-16

For Union

Date:

*[Signature]*  
*[Signature]*  
*[Signature]*

04-26  
03-07-16 UH Counterproposal

**ARTICLE II. SECTION D**

**NON-DISCRIMINATION**

Add new Section D as follows:

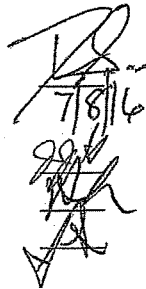
Neither the Hospital nor the Union will discriminate against any staff member or applicant for employment, in any matter relating to employment because of race, creed, color, national origin, ancestry, age, marital status, civil union status, domestic partnership status, affectional or sexual orientation, 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.

For UH

Date:

For Local 97

Date:

Handwritten signatures and dates. The top signature is dated 7/8/16. Below it is another signature dated 7/8/16. To the left of these is a date 7/8/16.

06-20-16 UH Offer

ARTICLE III. SECTION D

INCLEMENT WEATHER

Delete Section and replace with the following:

1. The President and CEO of the Hospital, or his/her designee, has the option, in his/her sole discretion, to declare an "Inclement Weather Emergency". The decision to declare an "Inclement Weather Emergency" will be announced on the Hospital's Inclement Weather hotline (telephone), the Hospital's intranet page, and/or by any other reasonable means of communication. Once so announced, it is presumed that all employees are aware of the determination. Announcements of closing or "state of emergency" by any federal, state or local 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 acknowledgement 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 of management.~~

~~6.5~~ 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

~~7.6~~ 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, compensatory time, or accrued vacation time in order to be paid for the shift not worked during an Inclement Weather Emergency. The type of time to be used is at the employee's option. If no accrued paid leave time is available, the employee, or they will be salary deleted if there is no such time available to them (ps).

~~8.7~~ All Category Red staff that is on duty at the time when an Inclement Weather Emergency is declared must remain on duty until management authorizes the employee to leave sufficient coverage is obtained as determined by management. However, management will make best efforts to see to it that no employee will be required to remain for more than 4 hours beyond his shift.

~~9.8~~ 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.

For UH

Date:

For Local 97

Date:

*[Handwritten signatures and dates: 6-17-16, 6/17/16, 6/17/16]*

06-17-16 UH Revised Offer

**ARTICLE IV**  
**GRIEVANCE PROCEDURE**

Revise Article IV to state as follows:

**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 Director of Labor Relations within 21 calendar days of its occurrence or of the date when the employee or the Union first became aware of the circumstances giving rise to the alleged grievance.

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

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

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

At the Step 1 Hearing, the Union will make a presentation to the Director of Labor Relations or designee explaining the basis for the grievance and any supporting arguments. If

Deleted: applicable Department Head
Deleted: ten (10)
Deleted: applicable Department Head
Deleted: ten (10)
Deleted: The Department Head shall render a written decision ("Step 1 Decision") based on the evidence submitted by the Union within 10 calendar days of receipt of the written grievance. A copy of the Step 1 Decision will be provided to the Union president and the grievant(s). During the ten (10) day review period, the Union may request a meeting with the Department Head to discuss the grievance. If the Department Head believes a meeting is beneficial, it will be held within the ten (10) day review period. The decision by the Department Head to meet and discuss the grievance shall not toll the ten (10) day response period. ¶ Step 2: If the Union is not satisfied with the Step 1 Decision, it may submit the grievance to Step 2, in writing, to the Director of Labor Relations, within ten (10) calendar days, excluding holidays, after receipt of the Step 1 Decision.
Deleted: 2
Deleted: 2
Deleted: fourteen
Deleted: 14
Deleted: 2

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

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

Deleted: 2

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

Deleted: 2

Deleted: fourteen

Deleted: 14

Deleted: 2

#### **Step 2. Arbitration:**

Deleted: 2

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

In the case of non-disciplinary grievances and disciplinary grievances involving suspension (more than 24 hours), written warning in lieu of a suspension of more than 24 hours, involuntary demotion (not the result of a reduction in force) or discharge, if the Union is not satisfied with the Step 1 Decision or a Step 1 Decision has not been issued within the required timeframe set forth herein, the Union may file a written 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 1 Decision or the date that the Step 1 Decision was due. Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration. The Union's decision concerning whether or not to request binding arbitration shall be final as to the interests of both the Union and the grievant.

Deleted: 2

Deleted: 2

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, 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.

Deleted: or Step 2

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.

Deleted: n

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 1 meeting or at an arbitration hearing pursuant to Step 2 above. To the extent that University Hospital requires an employee to attend the Step 1 meeting or arbitration hearing as a witness, University Hospital shall pay the employee at his or her regular wage rate for the time spent at the meeting or hearing.


Deleted: 2

Deleted: 3

Deleted: 2

For UH

Date:

  
6-17-16

For Local 97

Date: 6/17/16


06-17-16 UH Offer

  
6/17/16

DISCIPLINE

Revise Article IV to state as follows:

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, 180 days with a possible 30-day extension). Employer's judgment as to the adequacy of the probationary employee's performance during the probationary period or any action taken as a result thereof, shall not be deemed "discipline" nor shall it be subject to challenge by the Union or employee pursuant to this Article.
2. The term "discipline" shall mean: (a) official written warning or written warning in lieu of suspension without pay, (b) suspension without pay, (c) demotion, which is any reduction in grade or title, or (d) discharge, when any of the foregoing occur based upon the employee's conduct or performance. The following shall not be construed as discipline:
  - a. Dismissal or demotion due to economic layoff or operational changes made by the Hospital;
  - b. Written or verbal counseling. A Counseling Notice is part of the performance improvement process and is an opportunity for management to constructively discuss with an employee the Employer's observations about the employee's performance or behavior.
3. The Hospital reserves the right to substitute a written warning in lieu of suspension without pay and such substituted written warning shall substitute for suspension in the Hospital's scheme of progressive discipline.
4. The Hospital may also, in lieu of suspension and upon mutual consent of the Union and employee, deduct up to five (5) days from the employee's vacation balances. In such circumstance, the disciplinary penalty will be equivalent to the same number of days of suspension and treated for all purposes as equivalent to a suspension without prejudice to the Employer, the Union or the employee.



5. An employee shall not be disciplined for acts, except those which would constitute a crime, which occurred more than one year prior to the service of the Notice of Discipline or three months after the Hospital had notice of the acts. The employee's whole record of employment, however, may be considered with respect to the appropriateness of the penalty to be imposed.
6. The Hospital may place an employee on Administrative Leave without pay for a maximum of two weeks pending investigation into the employee's misconduct. If the Hospital seeks to continue the Administrative Leave beyond two weeks as a result of the continuation of the investigation, any additional Administrative Leave shall be with pay. If, following the conclusion of the investigation, it is determined that no charges will be brought against the employee, then the employee shall be entitled to back pay for the period of time he or she was on Administrative Leave without pay.
7. When discipline is imposed pursuant to this Article, the Employer shall provide written notice of the discipline to the employee. The written notice shall include a reasonable explanation of the reasons for the discipline and the penalty being imposed. A copy of the written notice of discipline, and any supporting documentation available at the time the notice of discipline is issued, shall be provided to the Union via e-mail as soon as feasible but no later than 72 hours, excluding weekends and observed holidays, after being submitted to the employee.
8. Unless otherwise stated in the written notice of discipline, any suspension without pay, demotion, or discharge shall be effective immediately, subject to reversal only pursuant to the grievance procedure.
9. The Union has the right to challenge the discipline by timely filing a grievance at Step 1 in accordance with the Grievance Procedure in Section 14.02.
10. Prior to suspension without pay or termination of an employee, the Hospital shall provide the employee with a pre-suspension/pre-termination opportunity to be heard. The employee will be afforded a meeting with the Hospital to discuss the allegations against the employee that could potentially result in a suspension without pay or termination and the employee will be given an opportunity to present his/her version of the facts. The Hospital shall consider the employee's position prior to rendering a decision of whether to impose discipline pursuant to this Article. The employee shall have the right to Union representation at this meeting.

For UH

Date:

For Local 97

Date: 5/12/16

JR  
5-12-16

JAK  
[Signature]  
[Signature]  
[Signature]

**05-12-16 TENTATIVE AGREEMENT**

**ARTICLE V**  
**PRIOR BENEFITS AND PRACTICES**

Revise Article to state as follows:

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

For UH

Date:

*J.B.*  
*M*  
*5-12-16*

For Local 97

Date:

*5/12/16*

*[Handwritten signature]*  
*[Handwritten signature]*  
*[Handwritten signature]*

05-12-16 UH Offer

ARTICLE VII, SECTION C

DIRECT DEPOSIT

Revise Article to state as follows:

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.

For UH

Date:

*JR.*  
7-28-15

For Local 97

*JR.*  
7/28/15

\_\_\_\_\_  
\_\_\_\_\_

Date:

**07-28-15 TENTATIVE AGREEMENT**

**ARTICLE VIII**  
**HOURS OF WORK AND OVERTIME**

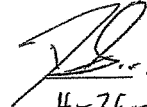
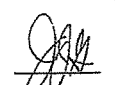

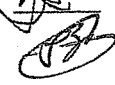
Section A(6)(1): Revise second sentence to state: "There shall be a minimum of a 30 minute unpaid meal period provided, except in emergency situations."

For UH

Date:

For Local 97

Date:

  
4-26-16  
  
  


**04-26-16 TENTATIVE AGREEMENT**

**ARTICLE VIII, SECTION B(9)**

**HOURS OF WORK AND OVERTIME**

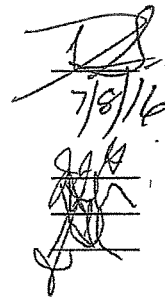
Delete and revise to state as follows: "All overtime must be previously approved by a supervisor. Any hours worked beyond the scheduled work week shall be paid to the employee at the rate of straight time for work totaling less than 40 hours per week, or time and one half for any hours worked above 40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

For UH

Date:

For Local 97

Date: 7/8/16

Handwritten signatures and dates. The top signature is over a line, with '7/8/16' written below it. The bottom signature is over a line, with '7/8/16' written below it.

**06-17-16 TENTATIVE AGREEMENT**

**ARTICLE XI, SECTION A(2)**

**SENIORITY**

Revise Section 2, First Paragraph, to state as follows:

All regular staff shall be credited with seniority from date of hire with the Hospital upon completion of the initial one hundred eighty (180) day probationary period. Only employees with prior UMDNJ service that were assigned to the Hospital without a break in service on July 1, 2013 shall receive credit for purposes of seniority for their prior UMDNJ service. The Hospital reserves the right to extend the initial probationary period up to an additional thirty (30) days for full and part-time staff.

For UH

Date:

*[Signature]*  
4-26-16

For Local 97

Date:

*[Signature]*  
*[Signature]*  
4/26/16

04-26-16 TENTATIVE AGREEMENT

ARTICLE XI, SECTION B AND C

TRANSFERS AND CONTRACTING SERVICES

Section B(1): Replace "Voluntary Transfers from One Work Unit to Another Work Unit" with "Voluntary Transfers"

Section B(1)(f): Delete the second and third sentence that state: "Travel time in excess of ½ hour between campuses is not included in the above..... Any additional travel time...."

Section B(2): Replace "Involuntary Transfers from One Work Unit to Another Work Unit" with "Involuntary Transfers"

Section C(2)(a): Delete.

For UH

Date:

*[Handwritten signature]*  
7-8-16

For Local 97

*[Handwritten signature]*

Date: 7/8/16

**07-08-16 TENTATIVE AGREEMENT**

**ARTICLE XI, SECTION D**

**LAYOFF, PLACEMENT AND BUMPING**

Revise Section D to state as follows:

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

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

- a. First, an employee identified for layoff will be offered the opportunity to fill a vacancy in his/her current title within the Hospital. No probationary period for employees. If the employee chooses not to accept the vacancy offered, the employee may opt to be placed on the recall list.
  
- b. Second, if a vacancy pursuant to "a" above is not available, the employee will be offered the opportunity to fill a vacancy in the employee's immediate prior title in the Hospital. No probationary period for employees with 10 or more years of Hospital seniority. If the employee opts not to fill a vacancy offered under this section, the employee may opt to be placed on the recall list or to proceed to "c" below.
  
- c. Third, if the employee is not placed in a vacancy pursuant to "a", or "b" above, the employee may bump the least senior employee in the Hospital in his/her current title. If an employee opts not to exercise his/her bumping rights under this section, the employee may opt to be placed on the recall list. If the employee is unable to bump under this section, the employee may exercise rights under "d" below. No probationary period for employees with 10 or more years of University Hospital seniority.



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

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

For UH

Date:

For Local 97

Date:

JS  
10/29/15  
AM  
B

07-28-15 TENTATIVE AGREEMENT

ARTICLE XI

LAYOFFS, PLACEMENT AND BUMPING FOR UCHC


Section E: Delete entire Section (no longer applicable)

For UH

Date:

For Local 97

Date: 7/8/16

  
7/8/16


**07-08-16 TENTATIVE AGREEMENT**

**ARTICLE XII, SECTION A**

**HEALTH AND RETIREMENT BENEFITS**

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

For UH

Date:

*DA*  
4-26-16

For Local 97

Date:

4/26/16

*[Signature]*  
*[Signature]*  
*[Signature]*

04-26-16 TENTATIVE AGREEMENT

ARTICLE XII, SECTION D

PHYSICAL EXAMINATION

Revise to state as follows:

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

For UH

Date:

*DS*  
4-26-16

For Local 97

Date:

*[Signature]*  
4/26/16

04-26-16 TENTATIVE AGREEMENT

ARTICLE XII, SECTION E


TUITION REFUND PLAN

Revise to state as follows:

Those employees that meet the eligibility requirements as set forth in Hospital's Tuition Assistance Program shall be eligible for tuition reimbursement for courses meeting the applicable criteria set forth in the Tuition Assistance Program. To receive reimbursement, employees must follow the procedure steps outlined in the Tuition Assistance Program. The maximum reimbursement shall be \$3,120 per calendar year.




For UH

Date:

  
4-26-16

For Local 97

Date:

  
  
4/26/16 

04-26-16 TENTATIVE AGREEMENT

ARTICLE XII, SECTION G

DENTAL CARE PROGRAM

Delete. Revise to state as follows:

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.

For UH

Date:

For Local 97

Date:

*[Signature]*  
4-26-16

*[Signature]*  
*[Signature]*  
*[Signature]*

4/26/16

04-26-16 TENTATIVE AGREEMENT

ARTICLE XII, SECTION H  
TEMPORARY DISABILITY PLAN

Revise to state as follows:

Employees are covered by the State of New Jersey Temporary Disability Plan. It is a shared cost plan which provides payment to employees who are unable to work as a result of non-work connected illnesses or injuries, and for those who have exhausted their accumulated sick leave. Eligibility shall be subject to continuation of the program by the State of New Jersey and further subject to applicable rules and regulations. Should negotiations or legislative action change these benefits for employees during the life of this contract, the benefits for eligible members of the unit shall change accordingly.

*[Small mark]*

For UH

Date:

*[Signature]*  
4-26-16

For Local 97

Date:

*[Signature]*  
4/26/16



04-26-16 TENTATIVE AGREEMENT

ARTICLE XII, SECTION I

PRESCRIPTION DRUG PROGRAM

Revise to state as follows:

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.

*As modified. n*



For UH

Date:

For Local 97

*J.B.*  
7-28-15

*J.B.*  
7/28/15

\_\_\_\_\_  
\_\_\_\_\_

Date:

07-28-15 TENTATIVE AGREEMENT

ARTICLE XIII

CLASSIFICATION OF NEW POSITIONS AND JOB DESCRIPTIONS

Revise the title of the Article as follows:

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

For UH

Date:

For Local 97

Date:

*[Signature]*  
4-26-16

*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*

*[Large checkmark]*

4/26/16

**04-26-16 TENTATIVE AGREEMENT**

**ARTICLE XIII, SECTION C**

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

Delete existing Section and revise to state as follows:

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

For UH

Date:

For Local 97

Date:

*DB*  
7-28-15

*Jk* 7/28/15

\_\_\_\_\_  
\_\_\_\_\_

07-28-15 TENTATIVE AGREEMENT

ARTICLE XIII

ACTING APPOINTMENTS



Section C2: Delete "Beginning July 1, 1996, the University" and replace with "The Hospital".

For UH

Date:

For Local 97

  
4/26/16


Date: 4/26/16

*Note: The agreement herein is limited to the specified changes below. The agreement to these changes is not a withdrawal of any additional proposals by either party which may directly impact this provision.*

**04-26-16 TENTATIVE AGREEMENT**

**ARTICLE XIV, SECTION D**

**STAFF MEMBER PERFORMANCE EVALUATION**

Revise second sentence to state as follows:

The staff member's performance evaluation must be re-evaluated within 90 days.

For UH

Date:

For Local 97

Date:

*DB*  
7-28-15

*CAH* 7/28/15

**07-28-15 TENTATIVE AGREEMENT**

**ARTICLE XIV**  
**STAFF PERFORMANCE EVALUATION**

Section F: Second paragraph – change “Campus Labor Relations Coordinator” to “Human Resources.”

Section F: Third paragraph – change “Labor Relations” to “Human Resources.”

7.

For UH

Date:

  
5/7/16

For Local 97


Date:

5/7/16

03-07-16- Tentative Agreement

ARTICLE XV

Section D(3), Leave of Absence:

Revise to state: "A letter from the staff member's personal physician indicating ...and clearance obtained through Occupational Health Services, or other Health Service so designated by the Hospital where applicable."

For UH

Date:

*[Signature]*  
6-17-16

For Local 97

Date:

*[Signature]*  
6/17/16

06-17-16 UH OFFER

ARTICLE XV, SECTION G

LEAVES OF ABSENCE DUE TO WORK RELATED INJURY

Delete Section and replace with the following:

1. If an employee becomes disabled because the injury occurred during the course of the employee's job, except as provided below, payment during such leave shall be made in accordance with the New Jersey Worker's Compensation Act.
2. Employees in the 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;
  - a. Except as provided for in sub-paragraph (f) below, leave of absence shall not exceed 12 weeks.
  - b. The first 8 weeks shall be paid at 100% of base rate salary, without shift differential, preceptor, education, or overtime pay.
  - c. The 4 additional weeks, if required as documented by the authorized Worker's Compensation treating physician, thru 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.

Deleted: .

Deleted: <#> If an injury occurs while performing assigned job duties and functions, employee shall receive the following if approved by Hospital Risk Management: §

Deleted: L

- f. If additional leave is required, beyond twelve (12) weeks, as documented by the authorized Worker's Compensation treating physician, thru Hospital Risk Management, payment will be made in accordance with New Jersey Worker's Compensation Act.
3. If an employee is not approved by the Hospital Risk Management for leave of absence under this Article, application may be made for leave under the Hospital's FMLA policy. The terms of the leave shall be governed by the Hospital's FMLA policy.



For UH

Date:

For Local 97

Date:

*[Handwritten Signature]*  
7-28-15

*[Handwritten Signature]* 7/28/15

\_\_\_\_\_  
\_\_\_\_\_

?

**07-28-15 TENTATIVE AGREEMENT**

**ARTICLE 15**  
**LEAVES OF ABSENCE**

Section G: Replace heading with "Workers Compensation."

Section G(1): Revise to state: Any staff member in this bargaining unit who becomes disabled because of a job related injury shall, if approved by Risk Management, be granted a leave of absence..."

Section G(2): Replace "Risk and Claims Management with "Risk Management."

