

AGREEMENT

BETWEEN

COMMUNICATIONS WORKERS
OF AMERICA, AFL-CIO
LOCAL 1031

AND

UNIVERSITY HOSPITAL

July 1, 2014 to June 30, 2017

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PREAMBLE

This Agreement is effective July 1, 2014, and is made between the Hospital, Newark, New Jersey (hereinafter called "University Hospital" or the "Hospital") and the Communications Workers of America, AFL-CIO, (hereinafter called "the Union").

The parties recognize that it is the responsibility of the Hospital to provide thorough, effective patient care, education, research and community service as well as to serve as the core teaching facility in Newark. The parties recognize and declare that it is their mutual goal to maintain a harmonious relationship in determining the terms and conditions of employment, with a joint goal of furtherance of the the Hospital mission.

1. RECOGNITION

The Hospital hereby recognizes the Union as the exclusive representative for the purpose of collective negotiations for all terms and conditions of employment in the bargaining unit covering all employees in the job classifications listed in Appendix B.

2. MANAGEMENT RIGHTS

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

- a. To hire all employees and determine their qualifications and continued employment and/or assignment;
- b. To promote and transfer employees and to direct employees in the performance of their duties, including the right to determine the scheduling of Hospital personnel and the composition of shifts;
- c. To determine, maintain and enforce all reasonable rules, procedures and policies relating to the work, safety, the delivery of exceptional medical services, and the operations of the Hospital; this shall include the right to change or abolish such rules, procedures or policies;
- d. To select and determine the number and types of employees required and to determine the methods, means and personnel by which the Hospital operations are to be conducted, including the number and composition of departments and employees therein;
- e. To continue, alter, make and enforce reasonable rules and procedures pertaining to employee conduct and standards of performance and to suspend, demote, discharge and take other reasonable disciplinary action against employees, and/or to layoff, terminate or otherwise relieve employees from work due to lack of work;
- f. To assign such work to employees in accordance with the goal of providing exceptional medical care and the continuity of the Hospital's operations;
- g. To determine the management of each department in the Hospital by the efficient selection, utilization, deployment and disposition of equipment which necessarily includes determining the quantity, type and brand of equipment and other products to be utilized;

- h. To determine the number of hours per day and/or per week that operations in each department of the Hospital shall be carried on and/or to discontinue to relocate any portion or all of the operations;
1. To take whatever means necessary to carry out the mission of the Hospital in emergency situations.

3. UNION STATUS

3.1 New Staff Members:

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

A representative designated by the Union will be provided time set aside by the Hospital, not to exceed fifteen (15) minutes, to speak with all new staff within sixty (60) days of hire.

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

University Hospital shall maintain a union data library which shall contain the following information about members of the bargaining unit: name, University Hospital ID, job title, unit, campus, status (FT or PT), classification (salary table and grade), salary, home address, union membership status, and University Hospital email address. Access to the union library will be limited to a person(s) designated by the union and agreed to with the Director of Labor Relations or his designee.

3.2 Union Dues:

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

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

Union dues deductions from any staff member in the bargaining unit shall be limited to the Union, the duly certified majority representative. Supervisors shall be eligible to withdraw such authorization only as of October 1st of each year provided the notice of withdrawal is filed after July 1 and prior to September 1 on a timely basis with the responsible payroll clerk. University Hospital will furnish the Union with a list of Supervisors who have withdrawn membership prior to October 1st of each year.

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

3.3 Transmission of Dues:

Dues so deducted by the Hospital shall, within ten (10) days of the date of deduction, be transmitted to the designated officer of the Union together with a list of staff members included, the amount deducted, hours worked and their hourly rate of pay. Once dues are transmitted to the Union, their disposition shall be the sole and exclusive responsibility of the Union. The Union shall certify to the Hospital the amount of Union dues and shall notify the Hospital of any changes in dues structure forty-five (45) days in advance of the requested date of such change.

3.4 Agency Fee:

Beginning thirty (30) days after the effective date of this Agreement, all eligible non-member staff in the unit will be required to pay to the Union a representation fee in lieu of dues for services rendered by the Union. Nothing herein shall be deemed to require any staff members to become a member of the Union.

Prior to the effective date of this Agreement, the Union shall notify the Hospital, in writing, of the amount of regular membership dues, initiation fees and assessments charged by the Union to its own members for that contract year. Any changes in the representation fee structure during the contract year shall be in accordance with the procedure set out in Section 3.04 below. In no event shall the representation fee exceed eighty-five percent (85%) of the payments of regular members.

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

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

University Hospital shall deduct the representation fee as soon as possible after the tenth day following reentry into the unit for staff members who previously served in a position identified as excluded, for individuals recalled from layoff, for staff members returning from leave without pay and for previous staff members who become eligible for the representation fee because of non-member status.

University Hospital shall deduct the representation fee from a new staff member in the pay period following the thirty (30) days after the staff member's date of hire.

The representation fee in lieu of dues shall only be available to the Union if the procedures set out hereafter are maintained by the Union. The burden of proof under this system is solely on the Union.

The Union shall return any part of the representation fee paid by the staff member, which represents the staff member's additional pro rata 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 member 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 establishes and maintains this review system. If the staff member is dissatisfied with the Union's decision, he/she may appeal to the three-member board established by the Governor.

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 bargaining unit that arises from deductions made by the Hospital in accordance with this provision. University 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 the deduction of the representation fee.

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

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

In each year of the Agreement on July 1st, an assessment shall be made to determine if the minimum percentage has been exceeded. If it has, the agency fee will be discontinued and eligibility for reinstatement shall be on a quarterly basis as provided above. Provisions in this clause are further conditioned upon other requirements set by statute.

3.5 Union Representatives, Rights and Limitations:

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

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

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

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

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

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

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

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

3.6 Union Business:

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

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

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

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

3.7 Information and Data:

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

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

The Hospital will provide the Union with the following information for persons hired into bargaining unit titles and scheduled to attend Orientation: name, ID, title, department, union, location, supervisor, job grade. The Hospital shall maintain a listing of bargaining unit employees who have separated from the Hospital in the Union Data Library, and this list shall be updated monthly. This list will include: name, University Hospital ID, campus, title, hire date, separation date, unit/school, and salary table.

3.8 Bulletin Boards:

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

3.9 Union Access to Premises:

Each representative previously designated to the Hospital by the Union shall be admitted to the premises of the Hospital on Union business. Notice of such visitation rights shall be directed to the designated Hospital official and include the general purpose of each visit. Permission for such visits shall not be unreasonably withheld.

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

4. PERSONNEL PRACTICES

4.1 Appointment to Position:

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

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

4.2 Outside of Job Classification Work and Reclassifications:

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

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

If a Supervisor has performed work substantially outside his/her job classification for a period of three consecutive weeks or 25 or more work days in any 12 month period, the

Supervisor will receive pay at the rate of a higher job classification for the period during which substantial higher level duties were assigned.

If an employee is assigned the duties of a higher title for a period greater than 20 consecutive workdays, the Union or the Department may submit a request to Compensation Services to reclassify the position. Requests for reclassification will be investigated by Compensation Services and a written decision will be provided to the Department and the Union within 120 calendar days from receipt of the request. Reclassification may include a temporary appointment to an acting status, not to exceed one year. The decision of Compensation Services will be final and implemented the next pay cycle.

4.3 Vacancies and Promotions:

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

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

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

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

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

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

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

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

4.4 Reassignment:

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

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

4.5 Employer Obligation:

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

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

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

The Hospital and CWA agree to discuss problems concerning health and safety at the bimonthly Labor/Management meetings. Any recommendations concerning improvement or modification of conditions regarding health and safety shall be reported to the Hospital's Safety Committee by the CWA Union's Committee representative.

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

4.6 Labor-Management Committee:

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

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

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

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

4.7 Supervisor Performance Evaluation:

A. The annual supervisory performance evaluation will be done on a prompt and timely basis. At the time of the evaluation, the supervisor will be provided a copy of his/her job description. The supervisor being evaluated will be provided a copy of his/her performance evaluation and will have three (3) calendar days, excluding holidays and weekends, to review the evaluation. By the conclusion of the time period, the supervisor may add his/her comments to the original performance evaluation and shall sign the original performance evaluation. Comments added by the supervisor shall be included in the Supervisor's Personnel file in Human Resources.

B. If comments are not made within this period or the supervisor does not sign within this period, the right to comment will be forfeited, the manager or immediate supervisor will note the refusal to sign and forward the evaluation to Human Resources for inclusion in the Personnel file.

C. Prior to evaluating a supervisor as a "2" or a "1," the supervisor's manager or immediate supervisor must notify the supervisor that his/her performance is deficient and that he/she may receive no performance based increases. Such notification shall be made through a written memorandum, documented oral warning, and/or written warning regarding performance issues. In addition, such notification shall contain a description of the performance deficiencies and the corrective actions needed to remedy the performance deficiencies.

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

E. Beginning FY 2001, the Supervisor's annual evaluation will occur on or about November 1. Each overall evaluation shall fall into one of the following categories: "5" (highest), "4," "3," "2" or "1" (lowest).

F. Each supervisor shall be notified of his/her rating 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 his/her manager or immediate supervisor.

G. The supervisor shall be provided with copies of the performance evaluation and the agreement on performance standards and improvement goals. All evaluations shall be signed by the supervisor and by the manager or immediate supervisor before being placed in the supervisor's personnel file. The supervisor's signature shall signify that the supervisor has seen and reviewed the evaluation, but not that she/he necessarily concurs with its contents.

H. If a supervisor received a rating of "2," the manager or immediate supervisor shall review the substance of performance deficiencies with the supervisor and shall counsel the supervisor as to appropriate steps which should be taken to improve performance and shall review with the supervisor any warnings or prior counseling received with respect to performance. The supervisor receiving a "2" will have the right to have a union representative accompanying him/her. Also in attendance will be a representative from Labor Relations. The purpose of the meeting is not to challenge the rating, but to promote the supervisor's understanding of the basis of the rating and appropriate steps for improvement.

The supervisor's performance must be re-evaluated after another three (3) month period (within 90 days). If upon re-evaluation the performance has not come up to a "3" level, the re-evaluation shall be considered to be a final warning for purposes of the disciplinary process. The manager or immediate supervisor shall also advise the supervisor that failure to improve performance may result in further discipline up to and including discharge.

I. A supervisor receiving a rating of "1" shall not be entitled to receive any increase in compensation. Such performance evaluation shall be considered as a final warning for purposes of the disciplinary process. The manager or immediate supervisor shall review the performance deficiencies with the supervisor and shall counsel the supervisor as to appropriate steps that 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 supervisors receiving the level "1" evaluation shall be carefully monitored by the manager or immediate supervisor. If performance remains below the "3" level after three months, such supervisor shall be discharged.

J. The supervisor's performance evaluation rating is not subject to the contractual grievance procedure (Article 14).

K. Violation of the procedure set forth above is subject to the contractual grievance procedure.

5. SUPERVISOR STATUS

5.1 Classification:

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

5.2 Regular Full-time Staff Member:

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

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

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

5.3 Regular Part-time Staff Member with Benefits:

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

- a. pro-rated vacation leave, sick leave, float holidays, holiday time, bereavement leave, and jury duty leave;
- b. 50% of the uniform allowance applicable to Full-Time staff as per Section 10.07;
- c. 50% of the applicable tuition assistance in accordance with Section 10.06 and applicable UH Policy; and

- d. Those Regular Part Time staff members that: (i) had health benefits as of July 1, 2010, (ii) were regularly scheduled to work 20 or more hours per week prior to July 1, 2010, and (iii) continue to work twenty (20) or more hours per week, shall be entitled to health benefits. However, continued benefits for these Part Time staff members is subject to the continued approval of the State Health Benefits Commission ("SHBC"). UH will no longer provide or pay for the health benefits of a Regular Part Time employee if the SHBC deems them ineligible for continued coverage for any reason.

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

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

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

5.5 Probationary Period:

A. External Candidates:

- i. All supervisors hired from outside the Hospital shall serve a one-hundred and eighty (180) calendar day probationary period following their initial date of hire. University Hospital reserves the right to extend the initial probationary period for up to an additional thirty (30) days.
- ii. Prior to the start of the probationary period, an employee will be provided with the job description and the department will meet with the employee to review the job expectations of his/her position. The employee will receive feedback on his/her performance after thirty (30) and sixty (60) days and if the probationary period is extended, after thirty (30) and sixty (60) days during the extended period.
- iii. Employment may be terminated at any time during the probationary period. Such decision shall be final and binding, and not subject to the grievance procedure.
- iv. Probationary supervisors may use accrued sick leave after thirty (30) calendar days of employment and other accrued leave time after ninety (90) calendar days of employment.

B. Internal Candidates

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

5.6 Personnel Files:

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

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

A staff member may request to expunge materials included in the file where there are pertinent and substantive inaccuracies, or for reasons of time duration, relevance or

fairness. Such requests will be evaluated in relation to the Hospital's needs for comprehensive and complete records but will not be unreasonably denied.

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

5.7 Seniority:

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

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

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

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

- d. Fourth, if the employee is not offered the opportunity to bump pursuant to "c" above, the employee may bump the least senior employee in his/her immediate prior title. If the employee opts not to exercise his/her bumping rights under this section, the employee may opt to be placed on the recall list.
- e. Employees who exercise rights under provisions "a" through "d" above will not be required to serve a probationary period.
- f. A staff member who chooses to fill a vacancy or to bump another staff member, and is subsequently informed by the Human Resources department that the salary of the vacant or bump position is more than 10% below his or her current salary, shall be allowed to reconsider their decision and to go on to the recall list.

4. Recall Rights:

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

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

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

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

for coverage.

- b) Supervisors employed under a H-Visa shall have bumping rights only into the same job classification.

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

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

6. WORK TIME

6.1 Normal Workday:

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

6.2 Normal Workweek:

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

6.3 Work Schedules:

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

When there are vacancies on shifts, supervisors desiring a change in shift will submit such requests to their department, and shall apply for the position on line. Such requests shall be given preferential treatment in the supervisor's order of seniority, subject to consideration of the employee's qualifications to perform the duties of the position and the operational needs of the Hospital.

Supervisors shall receive no less than two (2) weeks notice, except in the event of an emergency, of a change in scheduled hours that requires a supervisor to work evening, night or weekend hours on a regular basis. Upon request, the Hospital shall meet with the Union only to discuss the change in schedule and its impact on affected staff. If possible,

and where determined by the Hospital to be appropriate, the Hospital will seek volunteers to change to new department schedules as set forth in this paragraph. A volunteer may be assigned such new department schedule, provided he/she is qualified to perform the work at issue.

6.4 Overtime Work and Compensatory Time Off:

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

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

Bargaining unit employees may be permitted to take at least two(2) compensatory days per month, provided that the employer approves of said request within its sole discretion, and based upon its operational needs.

6.5 Weekend Defined:

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

7. MONETARY BENEFITS: TIME WORKED

7.1 Regular Compensation Rate:

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

7.2 Premium Compensation Rate - Overtime Work:

A. NON-EXEMPT STAFF

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

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

B. EXEMPT STAFF

Exempt staff members are not eligible for overtime payment.

7.3 Pay Period:

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

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

7.4 Salary Increase Date:

Salary increases that may be delayed will be paid retroactively to the date upon which the increase is scheduled to take effect.

7.5 Daylight Savings Time:

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

8. MONETARY BENEFITS: TIME NOT WORKED

8.1 Standard Day:

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

8.2 Holiday Designation:

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

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

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

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

Effective January 1, 1998, all bargaining unit members hired or returning from unpaid leaves of absences between January 2 and July 1 of any year will be credited with three (3) float holidays within one full pay cycle after July 1. No float holidays will be credited for individuals hired or returning from leave of absences from July 2 - December 31 (individuals returning from leave from January 2 to July 1 will only receive the three float holidays if they did not already receive float holidays for the particular year).

Float holidays may be used for emergencies, personal matters, observation of religious or other days of celebration (but no officially recognized University Hospital holidays).

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

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

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

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

8.3 Holiday Entitlement:

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

If the holiday falls on a staff member's day off, he/she shall receive another day off for the holiday. The holiday may not be used prior to the date the actual holiday is observed and shall be scheduled within sixty(60) calendar days after the date the actual holiday is observed. If the staff member has requested, but not received the compensatory time off for the holiday by the sixty(60) calendar day period, University Hospital will either pay the staff member for the holiday at his/her base rate of pay or shall be scheduled for the time off by the next pay period.

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

8.4 Holiday Pay:

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

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

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

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

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

E. Holidays for Twelve Hour Shift Staff

1. All full and part-time staff in active status January 1 of each year will be credited with six (48 hours) float holidays and may use these holidays in accordance with the Hospital Policy and this Article.
2. Full and part-time staff that are routinely scheduled to work twelve (12) hour shifts shall be compensated for the nine holidays (72) hours. University Hospital designated holidays are as follows:
 - a. For the period July 1 through November 30 of each year of this Agreement, each staff member will be compensated in a lump sum payment in December for all four (4)

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

- b. For the period December 1 through June 30 of each year of this Agreement, each staff member will be compensated, in a lump sum payment in July, for all five (5) University Hospital designated holidays which fell within this period while the staff member was actively employed. A staff member not in active status on a day designated by the Hospital as a holiday, will not receive compensation for such holiday.
- c. A non-exempt staff member scheduled to work on a contractually designated holiday will be compensated, at the rate of time and one-half at his/her base rate of pay or at his/her regular rate of all hours worked, depending on the holiday (See 8.02C and 8.02D).
- d. Upon termination of employment or upon transfer out of the twelve-hour shift, the staff member will be compensated for accrued holiday pay for any University Hospital designated holiday which has not been paid less any monies the staff member may owe the Hospital.

8.5 Vacation Amount:

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

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

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

8.6 Vacation Accruals:

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

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

8.7 Vacation Entitlement:

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

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

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

8.8 Vacation Scheduling:

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

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

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

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

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

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

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

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

8.9 Sick Leave, Entitlement and Amount:

Effective January 1, 2001, all staff shall accrue days on the basis of one (1) day per month.

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

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

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

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

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

C. The application must also be approved by the Chief Human Resource Officer or his/her designee.

D. The approval/disapproval of the application for the emergency advance of sick leave is grievable up to Step II of the Grievance Procedure. The decision of the Step II Hearing Officer is final and not subject to arbitration.

E. Should State regulations pertaining to the issue of sick leave donation become applicable to members of the bargaining unit during the term of the contract, the parties agree to meet and discuss the extension of such a benefit to members of this unit.

8.10 Sick Leave Notice and Pay:

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

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

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

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

Whenever a regular staff member retires, except a staff member who elects deferred retirement, pursuant to the provisions of a state administered retirement system and has to his/her credit any accrued sick leave, he/she shall be compensated for such accrued sick leave as follows: The supplemental compensation amount payment shall be computed at a rate of one-half (1/2) of the eligible staff member's daily rate of pay for each day of unused accumulated sick pay accruals based upon the average annual base rate of compensation received during the last year of his/her employment prior to the effective date of his/her retirement provided however that no lump sum supplemental compensation payment shall exceed fifteen thousand (\$15,000.00) dollars.

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

8.11 Leave for Death or Serious Illness in Immediate Family:

At the time of a death of a family member, up to three (3) consecutive work calendar days off with pay will be granted to staff 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, grandparents, grandchild, brothers or sisters, parents-in-law or other relative or significant others living in the staff member's household.

In cases where the death of brother-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.

A short period of emergency attendance upon a member of the staff member's immediate family who is seriously ill and requiring the presence of such staff member may be granted in accordance with the Hospital policy and the Family Leave Act. A staff member can use sick days to take care of a seriously ill family member pursuant to the Hospital's FMLA Policy.

Regular Part Time staff will receive prorated benefits.

8.12 Jury Duty Leave Amount:

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

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

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

8.13 Jury Duty Leave Procedure:

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

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

8.14 Court Appearance:

Supervisors shall be granted necessary time off, at his/her base rate of pay, when he or she is summoned to testify at depositions or in court, on any matter arising within his/her

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 supervisor shall immediately report receipt of any subpoena or court order related to his/her employment at the Hospital to the Hospital's Office of Legal Management and to their manager or immediate supervisor.

8.15 Leave of Absence Limitation:

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

8.16 Meal Period:

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

9. LEAVES OF ABSENCE

9.1 Basis and Amount:

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

9.2 Procedure:

A. 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 members. The Policy will apply to new hires effective immediately.

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

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

C. Workers Comp Leave:

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

2. Employees in the 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 87 weeks shall be paid at 100% of base rate salary, without shift differential, preceptor, education, or overtime pay.
- c. The 4 additional weeks, if required as documented by the authorized Worker's Compensation treating physician, through Hospital Risk management, shall be paid at 70% of base rate salary. During this period, employees may not supplement payment by applying available sick, vacation, or float holiday balances
- d. Leave of absence shall be concurrent with any leave granted under the Hospital's FMLA policy
- e. During leave of absence, the employee will accrue leave time, seniority, and other benefits
- f. If additional leave is required, beyond twelve (12) weeks, as documented by the authorized Worker's Compensation treating physician, through Hospital Risk Management, payment will be made in accordance with new Jersey Worker's Compensation Act.

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

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

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

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

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

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

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

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

10.1 Health Benefits:

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

10.2 Prescription Drug Program:

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

10.3 Dental Plan:

The Hospital shall participate in the State administered Dental Care Program during the period of this Agreement in accordance with the Plan administered by the State Health Benefits Program ("SHBP"). Participation is subject to continuation of that Program by the SHBP, and further subject to all applicable rules and regulations. Should negotiations

or legislative action change these benefits for employees during the life of this contract, the benefits for eligible members of the unit shall change accordingly.

10.4 Life Insurance Program:

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

10.5 Pension:

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

10.6 Temporary Disability Plan:

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

10.7 Parking:

For every fiscal year until a successor agreement is concluded, the parking fee for all bargaining unit members will be equal to .5% of the base salary of the last pay period of the previous fiscal year. Staff hired during any fiscal year shall pay a parking fee for the remainder of the fiscal year based on their salary at the time of hire.

10.8 Tuition Refund:

- A. Effective January 1, 2000, the Hospital will reimburse all eligible Full and Part-time staff up three thousand one hundred twenty dollars (\$3120) per calendar year for tuition costs for courses successfully completed with a grade of a "C" or better.
- B. There will be no reimbursement for incidental fees incurred in the courses.
- C. University Hospital will reimburse staff within six (6) weeks of submission of tuition receipts and grades by the staff member.
- D. Effective January 1, 1997, there shall be no caps on the number of semesters for which a supervisor can receive a tuition refund.

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

11. MONETARY BENEFITS MISCELLANEOUS

11.1 Terminal Benefits:

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

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

11.2 Resignation:

A staff member who terminates by resignation will give the Hospital three (3) weeks written notice. Staff who resign and provide the 21 days' written notice will be entitled to all accrued but unused vacation time, less any sick time advanced but not accrued.

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

After submitting a notice of resignation, a staff member shall only be eligible to use a maximum of two float holidays within the last three weeks of employment, provided the requests for such float holidays are approved.

11.3 Identification Cards:

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

11.4 Continuing Education:

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

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

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

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

11.5 Uniform Allowance:

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

Full Time Staff - \$500

Part Time Staff - \$250

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

11.6 On-Call:

A. Non-exempt staff required to work on-call, as defined by the Fair Labor Standards Act (FLSA), will be compensated as required by the Act. The rate for on-call compensation will be \$3.50/hour.

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

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

11.7 Shift Differential:

The shift differential shall be \$2.00 per hour for all non-exempt supervisors. The shift differential will be paid to non-exempt supervisors for complete shifts only. To be eligible for the shift differential, the non-exempt supervisor must work half or more of his/her regularly scheduled hours after 3:00 p.m. or before 6:00 a.m. The shift differential is not considered to be a part of a non-exempt supervisor's regular compensation rate and is only applicable for regularly scheduled hours.

11.8 Reimbursement for Travel:

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

11.9 Reimbursement for Non-Required Certifications

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

11.10 Inclement Weather Emergencies

1. The President and CEO of the Hospital, or his/her designee, has the option, in his/her sole discretion, to declare an "Inclement Weather Emergency". The decision to declare an "Inclement Weather Emergency" will be announced on the Hospital's intranet page, on the Inclement Weather hotline, and/or by any other reasonable means of communication. Once so announced, it is presumed that all employees are aware of the determination. Announcements of closing **or** "state of emergency" by any federal, state or local governmental agency will not pertain to the Hospital.
2. Employees will be assigned at the sole discretion of the Hospital as either:
 - a. Category Red employees - those employees whose presence the Hospital has determined as necessary to the provision of safe, effective and efficient services.
 - b. Category Blue employees - those employees whom the Hospital has determined may be absent for a limited period of time without impacting critical services to patients and the community.
3. The determination as to which Category employees are assigned shall be made by the applicable department, in the sole discretion of the department. Employees shall be advised of their assigned Category in writing, and will sign an acknowledgment of receipt of the assignment information. This acknowledgment will be forwarded to Human Resources by the department for inclusion in the employee's personnel file. If an employee is not so advised in writing, the employee shall default to Category Red. When the department deems it necessary to change the designation, it must advise the employee of the change and obtain a revised signed acknowledgment from the employee, which shall be promptly forwarded to Human Resources.
4. If the Hospital declares and Inclement Weather Emergency, non-exempt Category Red employees will be paid as follows:

- a. Employees who arrive for their assigned shifts on time will be paid a differential of 20% of their regular rate of pay for all hours worked.
 - b. Employees who report up to two (2) hours late for their assigned shift shall be paid their regular rate of pay for all hours worked and will be paid for the time, up to two hours, they were late. Employees must adhere to the department's call in procedure regarding lateness.
 - c. Employees who report for their assigned shift more than two hours late will be paid their regular rate of pay for hours actually worked only. Employees must adhere to the department's call in procedure regarding lateness.
5. If the Hospital declares an Inclement Weather Emergency, exempt Category Red employees will not be paid additional compensation for working during the Inclement Weather Emergency, but may, at the discretion of management, be provided compensatory time. If a Category Red exempt employee does not come to work at all on a declared Inclement Weather Emergency, he/she will be salary deleted for the assigned shift missed and may also be subject to discipline at the discretion of management. However, the Department Head may advise an exempt Category Red employee in writing (which includes an e-mail) that the employee does not need to come to work that day, in which case, the employee may utilize Float Holiday time or accrued vacation time in order to be paid for the shift not worked during the Inclement Weather Emergency.
6. Category Red non-exempt and exempt employees may not use Float Holiday time, Compensatory time, or Vacation time on any day that is declared an Inclement Weather Emergency, unless the time off was approved prior to the declaration. Employees shall be permitted to work from home on a declared Inclement Weather Emergency day only upon written approval (which includes an e-mail) of the Department Head.
7. Category Blue exempt and non-exempt employees will not report to work on a declared Inclement Weather Emergency. Category Blue exempt and non-exempt employees will utilize Float Holiday time or accrued vacation time in order to be paid for the shift not worked during an Inclement Weather Emergency, or they will be salary deleted if there is no such time available to them.
8. All Category Red staff that is on duty at the time when an Inclement Weather Emergency is declared must remain on duty until management authorizes the employee to leave.
9. The Hospital maintains the right to require a Category Blue employee to report to work if management determines they are needed in order to provide safe and effective patient care.

12. HEALTH AND SAFETY

12.01 Health Examination:

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

13. NO STRIKE/NO LOCKOUT

The Union and the bargaining unit members agree to refrain from any strike, work stoppage, slowdown, concerted refusal to work overtime, or concerted sick call, and will not support or condone any such job action, nor prevent or attempt to prevent the access of any person to the Hospital's facilities during the term of this Agreement.

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

14. DISCIPLINE AND GRIEVANCE/ARBITRATION PROCEDURE

14.1 Discipline:

1. No non-probationary employee shall be subject to discipline by the Employer without just cause. The terms of this Article shall not be applicable to employees in their initial probationary period (including any extensions). Employer's judgment as to the adequacy of the probationary employee's performance during the probationary period or any action taken as a result thereof, shall not be deemed "discipline" nor shall it be subject to challenge by the Union or employee pursuant to this Article.

2. The term "discipline" shall mean: (a) official written warning or written warning in lieu of suspension without pay, (b) suspension without pay, (c) demotion, which is any reduction in grade or title, or (d) discharge, when any of the foregoing occur based upon the employee's conduct or performance. The following shall not be construed as discipline:

- a. Dismissal or demotion due to layoff or operational changes made by the Hospital;
- b. Written or verbal counseling. A Counseling Notice is part of the performance improvement process and is an opportunity for management to constructively discuss with an employee the Employer's observations about the employee's performance or behavior.
3. The Hospital reserves the right to substitute a written warning in lieu of suspension without pay and such substituted written warning shall substitute for suspension in the Hospital's scheme of progressive discipline.

4. The Hospital may also, in lieu of suspension and upon mutual consent of the Union and employee, deduct up to five (5) days from the employee's vacation balances. In such circumstance, the disciplinary penalty will be equivalent to the same number of days of suspension and treated for all purposes as equivalent to a suspension without prejudice to the Employer, the Union or the employee.
5. When discipline is imposed pursuant to this Article, the Employer shall provide written notice of the discipline to the employee. The written notice shall include a reasonable explanation of the reasons for the discipline and the penalty being imposed. A copy of the written notice of discipline, and any supporting documentation available at the time the notice of discipline is issued, shall be provided to the Union as soon as feasible but no later than 72 hours, excluding weekends and observed holidays, after being submitted to the employee.
6. Unless otherwise stated in the written notice of discipline, any suspension without pay of two (2) shifts or more, demotion, or discharge shall be effective immediately, subject to reversal only pursuant to the grievance procedure.
7. The Union has the right to challenge the discipline by timely filing a grievance at Step 1 in accordance with the Grievance Procedure in Section 14.02.
8. All discipline not covered by Paragraph 6 shall be stayed until resolved through Step 2 of the Grievance Procedure. During the time that such discipline is stayed, it may not be referred to in any evaluation, promotional decision, or subsequent disciplinary charge other than termination, until the grieved discipline has been resolved through Step 2 of the Grievance Procedure. In the event that any portion of the suspension without pay is served before a grievance has been filed, only the balance of the suspension without pay shall be stayed and there shall be no entitlement to automatic reimbursement or reinstatement for the portion of the suspension without pay served prior to the filing of the grievance.
9. Prior to suspension without pay or termination of an employee, the Hospital shall provide the employee with a pre-suspension/pre-termination opportunity to be heard. The employee will be afforded a meeting with the Hospital to discuss the allegations against the employee that could potentially result in a suspension without pay or termination and the employee will be given an opportunity to present his/her version of the facts. The Hospital shall consider the employee's position prior to rendering a decision of whether to impose discipline pursuant to this Article. The employee shall have the right to Union representation at this meeting.

14.2 Grievance Procedure:

A. DEFINITION

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

B. FORMAL STEPS

All grievances shall be processed in the following manner:

Step 1: The parties share a common *goal* of attempting to resolve most matters informally without resort to the grievance process. Toward this end, the parties will attempt to address issues promptly as they arise.

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

If the grievance relates to disciplinary action, the grievance must be submitted by the Union, in writing, to the applicable Department Head within ten (10) calendar days of the Union's receipt of the written notice of discipline.

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

The Department Head shall render a written decision ("Step I 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 I Decision. Either the Director of Labor Relations or designee, or the Union, may request a Step 2 hearing, which may be conducted by telephone if mutually agreed, for the purpose of resolving

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

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

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

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

Step 3. Arbitration:

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

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

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

transcript of all arbitration hearings may be taken. The Arbitrator shall have the right to subpoena relevant documents and witnesses if requested to do so by either party.

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

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

C. **Abandonment of Grievance:** If the initial grievance was not timely filed at Step 1 or Step 2 as set forth above, or if it was not timely submitted to arbitration then the grievance shall be deemed to have been abandoned by the Union and the Union shall be precluded from submitting the matter to arbitration. No arbitrator shall have any authority whatsoever to rule upon the merits of a grievance that has been abandoned in accordance with these procedures.

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

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

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

G. **Attendance at Meetings/Hearings:** The Hospital shall permit the Grievant to take time off without loss of pay from his or her scheduled shift, if applicable, for any time spent at the Step 2 meeting or at an arbitration hearing pursuant to Step 3 above. To the extent that the Hospital requires an employee to attend the Step 2 meeting or arbitration hearing as a witness, the Hospital shall pay the employee at his or her regular wage rate for the time spent at the meeting or hearing.

15. NONDISCRIMINATION

Neither the Hospital nor the Union will discriminate against any staff member or applicant for employment, in any matter relating to employment because of race, color, creed, religion, national origin, ancestry, age, marital status, civil union status, domestic partnership status, affectional or sexual orientation, genetic information, pregnancy, sex, gender identity or expression, disability or atypical hereditary cellular or blood trait of any individual, or because of the refusal to submit to a genetic test or make available the results of a genetic test to an employer or for any other reasons prohibited by applicable State and/or Federal law. Neither the Hospital nor the Union will discriminate against any staff member because the staff member is or is not a member of the Union, or because the staff member has filed any complaints or grievances with the Hospital or the Union.

16. SUBCONTRACTING SERVICES

If the Hospital contemplates contracting work normally performed by staff covered by this Agreement, the Hospital agrees, prior to the execution for such contract to provide no less than five (5) weeks notice of such action, and to meet with the Union for discussion of the proposed contract. If such a contract is executed, the Hospital agrees to give displaced staff consideration concerning other positions at the Hospital for which they are qualified.

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

17. SALARY/ADJUSTMENT

17.01 Salary Program July 1, 2014 to June 30, 2017:

- A. 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. The SS and SH salary tables shall be increased by 2.00% effective July 1, 2014.
- B. 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. The SS and SH salary tables shall be increased by 2.00% effective July 1, 2015.
- C. 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. The SS and SH salary tables shall be increased by 2.00% effective July 1, 2016.

- D. Upon expiration of this Collective Bargaining Agreement, the parties agree to negotiate over the implementation of any portion of the following merit adjustment program.

Merit adjustments shall be made as follows:

Step 1: Determination of "share" value:

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

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

Example:

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

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

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

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

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

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

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

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

one (1) "share" = \$160

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

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

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

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

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

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

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

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

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

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

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

Miscellaneous

1. Minimums and maximums for each salary range shall be as follows:

- | | | |
|----|-------|-------------------|
| a. | FY 15 | Increase by 2.00% |
| b. | FY 16 | Increase by 2.00% |
| c. | FY 17 | Increase by 2.00% |

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

3. In the event that the average performance appraisal score for the entire operating unit is less than a "3", the following limitation will apply. The maximum merit adjustment which any individual employee may receive shall be capped at (4) times the stated percentage used to define the merit pool based upon the employee's salary.

Example: If the merit pool is defined as one percent (1%) of CWA salaries in the operating unit, the maximum increase which an employee may receive is 4% of his/her salary (i.e., $4 \times 1\% = 4\%$).

4. There will be no other merit increase and no other "cost-of-living" or "across the board" increase other than those referred to above.

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

18. MAINTENANCE OF BENEFITS

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

19. CRIMINAL BACKGROUND CHECKS

Section 1. The parties recognize that the ability of the Hospital to perform criminal background check on employees is necessary to maintain the integrity of the Hospital and therefore the safety and the security of all its employees and patients and the community. Therefore, the Hospital may, upon reasonable suspicion, perform criminal background checks on employees. The reasonable suspicion determination must be made by the Chief Human Resources Officer or designee within Human Resources. Should an employee refuse to allow the Hospital to perform a criminal background check, that employee may be disciplined up to and including termination. The Hospital will conduct all criminal background checks consistent with the requirements of applicable law. If requested by the Union within 7 days of the Hospital's decision to conduct a criminal background check, the Hospital shall, within 7 days of receipt of such written request, provide a written explanation to the employee and the Union describing the basis for the reasonable suspicion finding by management.

Section 2. In the event that a criminal background check reveals any criminal conviction which had not been previously revealed to the Hospital, the Hospital will meet with the employee to discuss an appropriate action. If the employee requires the presence of a Union representative at this meeting, the Hospital must hold this meeting with the employee and a Union representative, so long as the Union representative is available and does not cause the meeting to be unreasonably delayed.

Section 3. Criminal background checks will be kept confidential to extent practicable. An employee who received a negative report will be notified as required by law.

20. DRUG AND ALCOHOL TESTING

Section 1. The Hospital and the Union agree to maintain a safe, healthy and productive work environment for all employees, to provide thorough and effective patient care, to maintain the integrity and security of the workplace, and to perform all of these functions in a fashion consistent with our responsibilities to the communities which we serve. An employee who works or attends work under the influence of drugs or alcohol, or who refuse to take an alcohol/drug test when directed to do so pursuant to this Article, shall therefore be subject to disciplinary action up to and including termination.

Section 2. Pursuant to these goals, employees will be required to undergo an alcohol/drug screening test in each of the following instances:

- A. When the Hospital has reasonable suspicion, based upon the behavior or demeanor of an employee, to believe that the employee's ability perform their job duties is impaired;
- B. After an on duty accident if there is reasonable suspicion by management that impairment may have contributed to the accident and there was injury to anyone requiring medical treatment or lost time from work or property damage of over \$500.00; and
- C. When any applicable federal or state law requires.

Reasonable suspicion assessments referenced in this Section shall only be made by supervisory or managerial employees that have been trained to identify the behaviors associated with impairment based on drug or alcohol use. If requested by the Union within 5 days of the drug or alcohol testing, the Hospital shall, within 5 days of receipt of such written requires, provide a written explanation to the employee and Union describing the basis for the reasonable suspicion finding by management.

Section 3. It is understood and agreed that the Hospital's failure to require an alcohol or drug screen in any individual circumstance shall not constitute a waiver of the Hospital's right to require such a screen in other circumstances. An employee required to submit to a drug/alcohol screening test under this policy shall report to the test site promptly upon being requested to do so and shall execute all necessary consent forms required.

Section 4. Employee will be transported for testing, if necessary, by car service or other reasonable means of transportation, as determined by management. If requested by the employee, a shop steward can accompany the employee to the testing site, so long as the shop steward is available and does not cause an unreasonable delay in getting the employee to the testing site. Employees will be paid for the duration of the test at their regular hourly rate of pay.

Section 5. All drug and alcohol testing shall be conducted only by a certified laboratory. The Hospital will request split specimen testing for all drug and alcohol tests pursuant to

this Article. The laboratory's inability to perform a split specimen test based on an insufficient sample shall have no effect on the Hospital's ability to take disciplinary action. Screening shall test for presence of alcohol, amphetamines, THC, cocaine, opiates, phencyclidine, barbiturates, benzodiazepines, methaqualone, methadone, propoxyphene, hallucinogens, inhalants, anabolic steroids, hydrocodone and MDMA.

Section 6. The Hospital shall provide an opportunity for assistance to employees having a drug/alcohol problem that the employee voluntarily discloses. Any employee that voluntarily discloses a drug/alcohol dependency problem to the Hospital, prior to notification that a screening test is to be administered, shall be provided an unpaid leave of absence for drug/alcohol rehabilitation. Upon proof of successful completion of a rehabilitation program, the Hospital will reinstate the employee to an equivalent position in the same job title and at the same base pay as the position held by the employee prior to the leave of absence. Upon being reinstated, the employee shall be subject to random drug/alcohol screening for a period of two (2) years from the date of reinstatement. Should such employee subsequently test positive to a drug/alcohol screening test, the employee may be disciplined up to and including termination, at the Hospital's sole discretion. The provisions of this Section shall be subject to the following:

- a. No employee may utilize the provisions providing for the opportunity for assistance, as set forth above, more than once during their employment with the Hospital, unless required by applicable law;
- b. The fact that an employee voluntarily discloses a drug/alcohol dependency problem to the Hospital does not preclude the Hospital from disciplining the employee for events that led up to the voluntary disclosure if the employee's actions were in violation of Hospital rules, policies or procedures;
- c. Any leave pursuant to this Section shall run concurrently with FMLA leave, if applicable;
- d. The maximum length of any leave of absence that will be provided to any employee under this Section shall be six (6) months, except where the employee is using their own accrued leave time beyond the six (6) month period. Any employee still unable to return to work after this period of leave may be terminated by the Hospital
- e. An employee that is on a leave of absence pursuant to this Section shall provide written documentation, which provides an update on their status of their ability to return to work, every 30 days following the first day of such leave of absence. The written documentation must be from the facility where the employee is receiving treatment/counseling for his or her drug/alcohol dependency problem. An employee that fails to timely provide this documentation shall be subject to termination.

21. COMPLETE AGREEMENT

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

22. AVAILABILITY OF CONTRACTS

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

**23. TERM OF AGREEMENT, SUCCESSOR AGREEMENT
NEGOTIATION PROCEDURES**

23.1 Term of Agreement:

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

23.2 Successor Agreement:

The Agreement shall be renewed from year to year thereafter unless either party shall give written notice of its desire to terminate, modify or amend the Agreement. Such notice shall be by certified mail prior to April 1, 2017. The parties agree to enter into collective negotiations concerning a successor Agreement to become effective on or after July 1, 2017 subject to the provision above.

23.3 Negotiations Procedures:

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

23.4 Notification Addresses:

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

IN WITNESS WHEREOF, University Hospital and the Communications Workers of America, Local 1031, have caused this agreement to be signed by their duly authorized representative.

UNIVERSITY HOSPITAL

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, Local 1031

QJM-P
Kathy Hernandez
Director of Labor Relations

Kathy Hernandez
Kathy Hernandez
EVP, Local 1031

J. Ard...
J. Ard... Garcia
Chief Human Resources Officer

Willirun Schimmel
Willirun Schimmel
Counsel, Local 1031

Side Letter 1

June 1, 2003

Lynn Buckley, CWA Representative
Communications Workers of America
1030 St. Georges Avenue
Suite 304
Avenel, NJ 07001

RE: Layoff Rights

Dear Ms. Buckley:

As agreed, effective January 1, 1998 the Hospital will allow individuals in this bargaining unit to bump into titles with the nomenclature "Assistant Supervisor" when appropriate and when the individuals are qualified. This agreement will not apply to the Physical Plant Staff.

Please indicate your agreement by signature below.

Very truly yours,

Abdel Kanan
Manager of Labor Relations

Lynn Buckley, CWA Representative
Communications Workers of America

Side Letter 2

June 1, 2003

Lynn Buckley, CWA Representative
Communications Workers of America
1030 St. Georges Avenue
Suite 304
Avenel, NJ 07001

RE: Notice of Failed Probation

Dear Ms. Buckley:

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

Please indicate your agreement by signature below.

Very truly yours,

Abdel Kanan
Manager of Labor Relations

Lynn Buckley, CWA Representative
Communications Workers of America

Side Letter 3

June 1, 2003

Lynn Buckley, CWA Representative
Communications Workers of America
1030 St. Georges Avenue
Suite 304
Avenel, NJ 07001

RE: LayoffNotice

Dear Ms. Buckley:

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

Abdel Kanan
Manager of Labor Relations

Lynn Buckley, CWA Representative
Communications Workers of America

Side Letter 4

November 6, 2006

Lynn Buckley, CWA Representative
Communications Workers of America
1030 St. Georges Avenue
Suite 304
Avenel, NJ 07001

RE: Hiring and Promotional Opportunities

The Hospital is sensitive to issues presented regarding the hiring and promotional opportunities for internal candidates. Provided qualifications are substantially equal between an internal and external candidate, the appointment of the internal candidate is preferred and encouraged. Provided qualifications and work experience are substantially equal between internal candidates, the appointment of the senior internal candidate is preferred and encouraged. Qualifications are deemed to include consideration of work performance, time and attendance and demonstrated attributes consistent with the Hospital's Code of Ethics and Conduct.

Please indicate your agreement by signature below.

Very truly yours,

Abdel Kanan, Esq.
Director of Labor Relations

Communications Workers of America

Side Letter 5

February 13, 2017

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

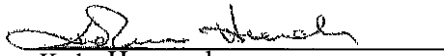
RE: Exempt On Call and Comp Time

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

Very truly yours,

d{Wo

Eva Serruto
Director of Labor Relations



Kathy Hernandez
EVP, CWA Local 1031

CWA 1031 SUPERVISORY TITLE LISTING

This list is for informational purposes only

Position Title	Tb	Grade
ASST SUPVR GENERAL STORES	SH	16C
CHIEF ANESTHESIA TECHN	SH	21C
LEAD TECHNOLOGIST RADIOLOGY	SH	26C
OFFICE MGR	SH	19B
SEC HD OPHTHALMOLOGY	SH	28C
SEC HD PATHOLOGY	SH	24A
SUPVR DISTRIBUTION	SH	18C
SUPVR ENVIRONMENTAL SVCS	SH	19C
TEAM SUPERVISOR	SH	17C
ACLS/PALS TRAINING COOR	SS	27S
ADMIN ANAL II	SS	26S
ADMINCOORI	SS	21S
BIOMEDICAL SERVICE SUPVR	SS	29S
CHIEF NEUROPHYSIO TECHNOLOGT	SS	27S
CHIEF NUCLEAR MEDICAL TECH	SS	31S
CHIEF RADIATION THER	SS	34S
CHIEF TECH RADIOLOGY	SS	29S
CHIEF TECHNOL ANOTOMIC PATH	SS	28S
CHIEF TECH-INOLOGIST PATH NWK	SS	27S
CHIEF TECHNOLOGT	SS	27S
COOR DATA SYSTEMS	SS	29S
COOR SHIPPING & RECEIVING	SS	24S
ePROCUREMENT SYS ADMIN	SS	31S
FINANCIAL ASST ADVISOR SUPV	SS	21S
FLEET SUPERVISOR	SS	25S
HLTH EDUCATOR I	SS	25S
IST ANAL I	SS	30S
IST SUPVR II	SS	21S
LEAD CLINICAL AUDIOLOGIST	SS	31S
LEAD THERAPIST (PM&R)	SS	31S
PRACTICE SUPERVISOR	SS	22S
PRIN MGMNT ASST	SS	24S
PROCUREMENTS UPVR	SS	22S
PRODUCTION SUPVR	SS	21S
PROGCOOR	SS	23S
PROGCOOR	SS	25S
PROJLEADER	SS	31S
PURCHASING COOR	SS	26S

RESP THERPY CLIN SUPVR	SS	30S
SHIFT SUPVRPATHOLOGY	SS	24S
SUPERVISOR VOICE SYSTEM DESIGN	SS	30S
SUPVR ACESS AREA PHLEB TEAM	SS	25S
SUPVR CENTRAL SVC	SS	19S
SUPVR COMPUTER OPER	SS	25S
SUPVR CYTOPATHOLOGY	SS	27S
SUPVR FOOD SERVICE	SS	20S
SUPVR HOSP APPLIC ANALYST	SS	32S
SUPVR MAINT & CONSTR	SS	24S
SUPVR NUTRITION SERVICES	SS	21S
SUPVR PATIENT ACCOUNTS	SS	20S
SUPVR PHARMACY	SS	35S
SUPVR RETAIL SERVICES	SS	18S
SUPVR TRAUMA REGISTRY	SS	30S
SUPVR VASCULAR LAB	SS	27S
UNIVERSITY ENVIRONMNTL COOR	SS	30S
USER SUPPORT SPEC I	SS	30S