# **CONTRACT**

Between

UCONN HEALTH



and

UNIVERSITY HEALTH PROFESSIONALS LOCAL 3837 AFT/AFT-CT/AFL-CIO



July 1, 2016 - June 30, 2021

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#### Article 1 RECOGNITION

- 1.1 The State of Connecticut through the Board of Trustees for UCONN Health, Farmington, (hereinafter known as the Employer) recognizes the American Federation of Teachers, AFL-CIO, (hereinafter known as the Union) as the sole and exclusive bargaining agent for the purposes of establishing salaries, hours and other conditions of employment for the professional employees on the regular payroll in the bargaining unit which excludes per diem employees, University Hospital Resident Physicians and Dentists, Graduate Assistants, Faculty, and Managerial/Confidential Exclusions as defined in C.G.S. 5-270.
- 1.2 The Board of Trustees reserves its right under the State Collective Bargaining Statute, Section 5-270 to exclude additional positions which are or which may become managerial during the life of this contract. Such exclusions shall be made in accordance with the process delineated in the Memorandum of Agreement regarding management exclusions.
- 1.3 The Department of Human Resources shall send to the Union every six months a list of all individuals and their titles who are managerial or confidential exclusions.
- 1.4 Whenever in this Agreement eligibility for a benefit is premised on an employee's having an assignment authorization of fifty (50) percent or more (such as but not necessarily limited to personal leave, tuition waiver, payment for jury duty, disability insurance):
- a. The employee must actually be paid the percentage of time specified in the assignment authorization.
- **b.** The assignment authorization must be in effect for sixty (60) days. Therefore, an employee whose assignment authorization is increased from below fifty (50) percent to fifty (50) percent or more shall not be eligible for the benefit until the assignment authorization has been in effect for sixty (60) days; an employee whose assignment authorization is decreased, shall not have such benefits reduced or eliminated until the reduction has been in effect for sixty (60) days. In the case of benefits which

coincide with the calendar month, the change shall take place on the first of the month which follows a period of 60 days or a major portion thereof.

The above does not apply to vacation, sick leave and seniority. Sick leave and vacation shall continue to be prorated as specified in the Agreement. Seniority shall continue to be prorated based on assignment authorization percentage.

An employee's previously accrued leave shall not be increased or decreased as a result of a change in assignment authorization; however, eligibility for leave and/or the rate of accrual shall be modified as provided in Section 1.4.

#### With respect to personal leave:

- **a.** An employee shall lose personal leave time accrued upon a decrease of assignment authorization to below fifty (50) percent.
- **b.** An employee whose assignment authorization is increased to fifty (50) percent or more shall receive pro rata personal leave.

# Article 2 CHECK-OFF

#### 2.1

- **a.** Employees who join the Union shall pay dues and initiation fees (if applicable) in accordance with the terms of this Article.
- b. Employees who do not join the Union shall pay agency fees in accordance with the terms of this Article.
- **c.** Compliance with Article 2.1a and 2.1b is a condition of employment.
- **d.** UCONN Health may deduct contributions in the amount specified from the gross paycheck of each person in the unit who authorizes in writing payments to fund-raising drives sponsored by UCONN Health.

- 2.2 The Employer shall deduct from the biweekly wages Union dues and initiation fee, or agency fees, as established by the Union. Such deductions will begin no later than the first pay period following the completion of the employee's first thirty (30) days of employment. The initiation fee shall be paid in five (5) consecutive biweekly installments.
- 2.3 An employee who fails to become a member of the Union, or an employee whose membership is terminated for non-payment of dues; or who resigns from membership shall be required to pay an agency service fee under Section 2.4.

#### 2.4

- a. Employees who do not join or who terminate their membership in the Union shall be required to pay agency fees equivalent to and on the same basis as the applicable union dues and initiation fees.
- b. The Employer shall deduct agency fees equivalent to and on the same basis as dues and initiation fees from employees who do not join the Union. The Union shall publish its procedures for reimbursing to non-members that part of the agency fee deducted for purposes not related to collective bargaining, contract administration and grievance adjustment.
- 2.5 Should an employee's status change from part-time to full-time, or from full-time to part-time, the amount of Union dues or agency service fee shall change accordingly.
- 2.6 The amount of dues or agency service fee deducted under this Article shall be remitted to the Union as soon as practicable after the payroll period in which the list of employees for whom any such deduction is made. Each month the Employer shall give to the Union a list of employees who have paid dues or fees for that month.
- 2.7 No payroll deduction of dues or agency service fee shall be made from workers' compensation or for any payroll period in which earnings received are insufficient to cover the amount of deduction, nor shall deduction be made from subsequent payrolls to cover the period in question.

- 2.8 The Employer shall continue its practice of payroll deductions as authorized by employees for purposes other than payment of union dues or agency services fees, provided any such payroll deduction has been approved by the Employer in advance.
- 2.9 The Employer agrees to furnish the Union each month with the names of newly hired employees.
- **a.** Reports and computer runs developed specifically for the Union will be furnished at the going rate.
- **2.10** Union dues shall not be deducted for any other employee organization.
- 2.11 The Employer shall deduct contributions in the amount specified from the gross paycheck of each person in the unit who authorizes contributions to the Union's Political Action Fund. The Union will hold UCONN Health harmless and indemnify it from any claims, actions or proceedings resulting from this deduction.
- 2.12 The Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

#### Article 3 NONDISCRIMINATION

3.1 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex (including pregnancy), marital status, race, ethnicity, ancestry, color, religious creed, national origin, sexual orientation, transgender status, gender identity or expression, genetic information, veteran status, political belief, political affiliation, physical disability or intellectual disability unrelated to job performance, past or present history of mental disability or learning disability, or membership or participation in any employee organization, or any other characteristic protected by law.

- 3.2 All references to employees in this Agreement designate both sexes.
- 3.3 The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination.
- **3.4** Section 3.1 is a statement of intent and as such is grievable only under the non-contractual grievance procedure.
- 3.5 The employer will have the right and duty to take all actions necessary to comply with the provision of the Americans with Disabilities Act, 42 U.S.C. 2101, et. seq. (ADA). Upon request the employer will meet and discuss specific concerns identified with the Union; however, this shall not delay any actions taken to comply with the ADA.

# Article 4 BOARD PREROGATIVES

- 4.1 It is recognized that the Board of Trustees has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility or prerogative to direct operations of UCONN Health in all aspects. The Board shall make rules for the government of UCONN Health including, but not limited to, all patient care activities, those concerning the admission of students, the setting of fees for tuition and refund of tuition, the establishment of schools, colleges, divisions and departments, and the expenditure of funds within the amounts available.
- 4.2 The ability to determine, to make rules for, or to approve such things as patient care activities, the care, maintenance, and operation of buildings, land, apparatus, and other property used for school programs and courses; staffing requirements; the calendar; the selection, appointment or assignment of duties and hours of work; leaves of absence, vacations, sick leaves, terminations of service, qualifications, rank, and status of individual members of the professional staff; standards of performance, discipline, order and efficiency; as well as the decision to reward, promote, demote, suspend, discipline or discharge unit members for just cause, to terminate unit members

for lack of work or other legitimate reason, to determine whether the whole or any part of the operation shall continue, to submit budgets to the General Assembly, to make such transfers of funds within the appropriated budget as it shall deem desirable, and to expend monies for the operation of UCONN Health shall be under the sole jurisdiction of the Board of Trustees.

4.3 These rights, responsibilities and prerogatives are not subject to delegation in full or in part except that the same shall not be exercised in a manner inconsistent with or in violation of any of the specific terms and provisions of this Agreement. No action taken by the Board with respect to such rights, responsibilities, and prerogatives other than the specific provisions contained in this Agreement shall be subject to the grievance provisions of this contract.

# Article 5 UNION RIGHTS

- 5.1 Bulletin Boards. The Employer agrees to provide bulletin boards for the sole and exclusive use of the Union in accordance with the terms described herein (Section 5.1). These bulletin boards shall be placed in mutually agreed upon areas where UHP members would normally be expected to frequent. UCONN Health will add a bulletin board to any building owned by UCONN Health where 50 or more UHP members work.
- **5.2** Internal Mail System. The Employer agrees to allow the Union to use the mail system at the current rate for the internal delivery of mail with the stipulation that a disclaimer regarding authorship and funding appears on all materials.

#### 5.3 Union Access to Premises.

a. Up to three (3) designated Union staff representatives shall be permitted to enter the facility at any reasonable time for the purpose of discussing, processing or investigating grievances provided that they give notice of their presence to either the supervisor or, if he/she is not available, to the next higher level of supervision or to the department head.

- b. The Union will insure that such visits shall take place when the employee is otherwise free from duty and that it does not interfere with the mission of UCONN Health.
- c. No recruiting of members, collecting of dues or other Union activities shall be conducted during normal work hours.
- **d.** The AFT will furnish the Administration with a written list of all officers, staff representatives, Union representatives and stewards annually, and will notify the Department of Human Resources when changes occur.
- e. Once at UCONN Health, all staff representatives must contact the Department of Human Resources and list the departments and work areas they intend to visit that day. If the meeting has been set up with management or if the meeting is held outside of work time in a non-work area, the Department of Human Resources need not be contacted.
- 5.4 Meeting Rooms. The Employer agrees to make available meeting rooms at the request of the Union, contingent upon availability and subject to prior scheduling. For partisan political activity, the Union will pay the going rate for use of the meeting rooms.
- **5.5 Information.** The AFT and the Employer shall exchange information needed for collective bargaining and the agenda and minutes of all open meetings of the Board and the Union.

# Article 6 GRIEVANCE PROCEDURE

#### 6.1 Definitions.

- a. A contractual grievance shall be limited to a claim that there has been a violation of a specific term(s) or provision(s) of this Agreement or of those conditions of employment which are specified in the contract.
- **b.** A non-contractual grievance shall be a dispute concerning the practices and policies of UCONN Health.

- c. A Grievant may be an individual employee, a group of employees, or the Union on behalf of an individual or group of employees. It is understood that when the Union grieves on behalf of an employee or a group of employees, it shall identify the individual(s) and that the individual(s) may be required, by either party to this Agreement to testify at all levels of the grievance procedure.
- d. Immediate supervisor shall mean the first person outside the bargaining unit with responsibility and authority to direct the Grievant; it may be a supervisor, department head, director, dean, or someone designated as the supervisor with adequate authority to resolve the matter.
- **e.** As used in this Article, "weekday" shall mean Monday through Friday, exclusive of the holidays listed in Section 8.1.
- 6.2 Informal Stage. The purpose of the grievance procedure is to secure, at the appropriate administrative level, solutions to any contractual or non-contractual problems which may arise. The parties to this Agreement shall attempt to resolve problems informally to minimize the filing of formal grievances. Nothing herein shall be construed as limiting the right of any employee having a problem to discuss the matter informally with appropriate Union grievance representatives. Nothing in this article curbs the right of UCONN Health Administration to meet with members of the unit to discuss informally such matters pertaining to a problem as the Administration desires.
- 6.3 Step One: Immediate Supervisor. The Grievant and a representative of the Union (if the Grievant so desires) shall within thirty (30) weekdays of the event or the knowledge of the event giving rise to the grievance, submit said grievance in writing to the immediate supervisor. The immediate supervisor shall respond in writing within twenty (20) weekdays of the submission.
- 6.4 Step Two: Executive Vice President Level. If the grievance has not been resolved to the satisfaction of the Grievant or the Union it shall within ten (10) weekdays of the receipt of the decision at Step One, submit the grievance in

writing to the Executive Vice President. The Executive Vice President or designee shall within ten (10) weekdays of the receipt of the grievance meet with the Grievant and the Union representative. Within twenty (20) weekdays of the submission of the grievance at this level (Step Two) the Executive Vice President or designee shall respond in writing.

#### 6.5 Step Three: Arbitration.

- a. If the grievance is not resolved to the satisfaction of the Union, within twenty (20) weekdays of the receipt of the decision at Step Two, the Union may submit with notice to the Executive Vice President the grievance to the American Arbitration Association for resolution in accordance with their then current rules.
- **b.** Further, to qualify for arbitration, the grievance must meet the definition of a contractual grievance (6.1a) and must cite the specific article(s) of the contract involved.

### 6.6 Authority of the Arbitrator.

- a. The arbitrator shall hear and decide only one grievance in each case.
- **b.** The arbitrator shall neither add to, subtract from, modify or alter the terms and provisions of this Agreement. Arbitration shall be confined solely to the application and/or interpretation of this Agreement and the precise issues submitted for arbitration. The arbitrator shall refrain from issuing any statements of opinion or conclusions not essential to determining the issues submitted.
- **c.** Fees and expenses of the arbitrator shall be borne equally by the Board and the Union.
- **d.** The decision of the arbitrator shall be final and binding provided that the terms of this section are not violated.

#### 6.7 General Provisions.

**a.** Any grievance not presented in writing within thirty (30) weekdays of the occurrence or the knowledge of the

occurrence of the conditions giving rise thereto, shall not thereafter be considered a grievance under this procedure.

- b. Failure at any step of this procedure to appeal a decision within the specified time limits shall be considered acceptance by the aggrieved of the decision rendered and such decision shall thereafter be binding upon the aggrieved and the Union.
- **c.** Failure by the Employer to respond to the grievance and the Union within the time limits specified at any step allows progression to the next step.
- d. Meetings held under this procedure shall be conducted at a time and place which shall afford a fair and reasonable opportunity to attend for all persons proper to be present. When such meetings are held during working hours, all persons who participate shall be excused without loss of pay for that purpose. Persons proper to attend for the purposes of this section shall be defined as aggrieved employees, their Union representative(s) and qualified witnesses.

At least one meeting shall be held with the immediate supervisor and the Union (and the grievant if the grievant so desires) at the informal stage and/or at Step One of the grievance procedure.

- e. No complaint informally resolved or grievance resolved at either Step One or Step Two shall constitute a precedent for any purpose unless agreed to by the parties.
- **f.** Non-contractual grievances terminate with the Executive Vice President or designee as the final step and are not subject to arbitration.
- g. The filing of a notice to proceed to arbitration shall constitute a waiver of rights to judicial review by either party, except where prohibited by law.
- **h.** All time limits above may be extended by mutual agreement of the parties.

- i. Non-renewal of an employee with an ending date, or non-renewal of an employee due to termination or non-renewal of the grant or contract funding his/her position is not subject to either the contractual or non-contractual grievance procedure provided the employee is informed of the terms of his/her employment in writing at the time of employment.
- **j.** Participants in the grievance procedure shall be protected under the provisions of Connecticut State Statute 5-271.

# Article 7 RESOLUTION OF DIFFERENCES (NO STRIKE)

- 7.1 The Board and the Union agree that any and all differences or disputes between the parties shall be settled by peaceful and rational means.
- 7.2 Neither the Union nor any employee shall engage in, instigate, condone or support a strike, work stoppage, slowdown, concerted withholding of services, sickout or any interference with the mission of UCONN Health.
- 7.3 The Union shall make every effort to prevent or terminate any violation of this article.
- 7.4 The Board of Trustees reserves the right to discipline employees for breach of the No-Strike article.

#### Article 8 HOLIDAYS

**8.1** The following days are designated as legal holidays:

New Year's Day Martin Luther King Day Lincoln's Birthday Washington's Birthday Good Friday Memorial Day Independence Day Labor Day Columbus Day Veteran's Day Thanksgiving Day Christmas Day

## 8.2 Holiday Observance.

a. For pay purposes the holiday is the day designated by the Governor as the observed day. Each full-time employee in this bargaining unit shall be granted time off with pay for any legal holiday. Pass days are days in lieu of a Saturday or Sunday. When a holiday falls on an employee's pass day, he/she will receive an equivalent day off in lieu of a paid holiday.

Notwithstanding the above, in continuous operations, New Year's Day, Independence Day, and Christmas Day shall be celebrated on January 1, July 4, and December 25 respectively, even if these holidays fall on Saturday or Sunday. "Continuous operations" is defined as an area and/or job title where work is performed seven (7) days per week.

#### b.

- 1. Tier I: Part-time employees in the bargaining unit will receive pay for the number of hours they would normally be scheduled to work on the day the holiday is observed.
- 2. Tier II: Part-time employees in the bargaining unit shall receive holiday benefits based on percent employed as indicated on their assignment authorization in the same manner as full-time bargaining unit members.
- c. A holiday occurring when an eligible employee is on sick leave or vacation leave shall be counted as a holiday and not charged to sick or vacation leave.

## 8.3 Holiday Scheduling.

a. When in the judgment of the supervisor workloads permit, employees will be given two (2) of these three (3) major holidays duty free: Thanksgiving, Christmas, and New Year's Day.

## 8.4 Compensation for Working a Holiday.

a. If an employee is scheduled by his/her supervisor to work on a holiday, he/she shall be granted a day off in lieu thereof. In addition, any Tier I employee required to work on a

major holiday shall accrue compensatory time at time and one half for all hours worked.

- b. Tier II\*\* employees shall receive time and one-half for working any of the six (6) major holidays \*\* in addition to a compensatory day off. At the employee's request he/she shall be granted pay in lieu of compensatory time for all holidays. For the evening shift only, any Tier II employee who is required to work on Christmas Eve or New Year's Eve shall be paid time and one-half.
- c. Tier II employees who are "called back" to work on non-major holidays will be paid overtime at time and one-half for the hours worked in lieu of compensatory time.

#### 8.5 Compensatory Time.

- a. Compensatory time shall be taken at the employee's discretion, subject to the approval of the supervisor.
- **b.** Employees must be permitted use of their compensatory time at a mutually agreeable time within the following schedule, or at the end of a grant, whichever is sooner: Time earned between April 1st and September 30th must be used by the following March 31st; time earned between October 1st and March 31st must be used by September 30th.
- c. At the discretion of UCONN Health Administration, Tier I\* employees may receive payment in lieu of compensatory time. An employee leaving the employ of UCONN Health shall receive the time or be granted a lump sum payment for unused compensatory time.
- **d.** At the employee's request, Tier II employees shall be granted pay in lieu of compensatory time for all holidays.

If the parties are unable to agree upon a time for the compensatory day to be scheduled (as in the above schedule), the compensatory time shall be paid.

e. Employees may request to be paid for any amount of accrued compensatory time twice per year. Requests must be submitted to the appropriate manager by January 15<sup>th</sup> and July

15<sup>th</sup> and to Human Resources by February 1<sup>st</sup> and August 1<sup>st</sup> and payment will be made the first payroll date in March and September. Requests for payout of compensatory time under this section cannot be denied.

\* Tier I means employees who do <u>not</u> keep hourly time card records.

\*\* Tier II means employees who keep hourly time card records.

\*\*\* Major holidays are:

New Year's Day Memorial Day Independence Day

Labor Day Thanksgiving Day Christmas Day

#### Article 9 TRANSFERS

- 9.1 A transfer shall be defined as a non-temporary movement of an employee from one position to a different position which is new or vacant.
- 9.2 Employees desiring to transfer to other jobs for which they are qualified may submit an application in writing to the Department of Human Resources. Such applications will be forwarded to the appropriate supervisor for consideration. In general no application for an employee transfer will be accepted unless the employee has completed a minimum of six (6) months in his/her current position.
- 9.3 Prior to making an involuntary transfer, the employer shall identify the employees whom it deems eligible for consideration for transfer and then shall seek volunteers from among those employees. The employer reserves the right to select from among the volunteers and, if there are no volunteers, to select the employee who will be transferred.

An employee shall be given two (2) weeks notice of an involuntary transfer.

#### Article 10 VACANCIES

#### 10.1

- Whenever a vacancy exists in any existing job classification, or as the result of the development or establishment of a new job classification, a notice of such opening shall be posted by the Department of Human Resources in the Administrative Services Building and on a bulletin board in the cafeteria at the main UCONN Health building. A notice shall also be sent to the Union. The posting shall include qualifications required, and the ending date for applications. Members of the bargaining unit shall be given the opportunity to apply for the posted position for a minimum of 7 days. This posting may also be simultaneously subject to external recruiting efforts. At the end of the application period UCONN Health shall give preference in filling the vacancy to internal applicants whose qualifications and experience are equal or superior to external applicants for the position. Internal applicants who wish to be interviewed for a position and who meet the minimum qualifications posted for the position shall be interviewed. Minimum qualifications includes all special qualifications posted for the position. An employee or laid-off individual who applies for a position must be willing to work the hours of the position regardless of the previous work schedule.
- This provision is intended to allow new faculty to bring their existing staff in Research job titles to UCONN Health. The positions used to staff any extramural grant or contract (with the exception of Research Assistants 1) being transferred to UCONN Health will not be considered vacancies under Article In addition, such positions will not be subject to the provisions of Article 20, Section 20.6, unless an employee on recall (at the time the written offer of employment is made to the faculty member) meets the minimum qualifications for the position and any special qualifications in the job posting. Contractual posting requirements and the probationary period for these positions will be waived automatically. If a person on recall accepts the position offer (at the time the written offer of employment is made to the faculty member) he/she will still be considered on recall until the faculty member is employed by UCONN Health. Employees on recall who turn down an offer

under this Section will not have their refusal count as a waiver under the recall provisions.

#### 10.2

An employee who is placed in a higher classification or promoted to a higher classification shall be placed on the step in the new salary grade which gives the employee an increase at least equal to the dollar amount of the difference between the first two steps in the new grade. New hires shall not be brought in at a higher step than employees already in that job title unless their experience specific to the posted job is greater than incumbents in that position. Employees hired into vacancies at the same salary grade or lower shall be placed on the step closest to their current salary without being more.

No employee shall be hired for less than the minimum salary in the appropriate pay grade for the classification.

#### 10.3

- **a**. The Nurse manager on each unit will post the vacancy and/or shift change.
- b. Each vacancy and/or shift change will be dated and posted in the unit until the position/shift is filled.
- **c.** Notice of the vacancy will be sent to Human Resources for posting in the bulletin.

#### Article 11 SICK LEAVE

#### 11.1 Sick Leave

- a. Each full-time employee shall accrue sick leave credit at the rate of one and one quarter (1 1/4) days for each completed calendar month of continuous full-time service.
- b. Part-time Tier II employees shall accrue sick leave at the rate of .058 hours per each regular hour paid to a maximum of one hundred and twenty (120) hours per year. Part-time Tier I employees shall accrue sick leave according to their percentage of

time employed as indicated on their current assignment authorization.

c. The Employer may require proof of illness on a prescribed medical certificate form from the employee's treating physician when sick leave of five (5) consecutive scheduled work days or more is taken. The Employer also may require proof of illness on a prescribed medical certificate form from the employee's treating physician in all cases of suspected abuse.

An employee may provide the medical certificate directly to the Department of Human Resources and confidentiality shall be maintained. UCONN Health shall not discuss an employee with her/his physician(s) without prior permission of the employee. This provision shall not affect the current practices in workers' compensation.

- d. Each employee who retires under Chapter 66 of the Connecticut General Statutes or who dies shall be compensated effective as of the date of retirement at a rate of one quarter (1/4) of his/her daily salary for each day of sick leave accrued to his/her credit up to a maximum payment equivalent to sixty (60) days of pay.
- **e.** There shall be no maximum to the amount of sick leave that may be accumulated.
- f. UCONN Health shall grant sick leave to an eligible employee who is incapacitated for duty.

An eligible employee also shall be granted sick leave:

- 1. for medical, dental, or eye examination or treatment for which arrangements cannot be made outside of working hours;
- 2. in the event of death in the immediate family when as many as three working days leave with pay shall be granted. Immediate family means husband, wife, father, mother, sister, brother, grandparent (maternal or paternal only) or child, and also any relative who is domiciled in the employee's household;

- 3. in the event of illness or severe injury to a member of the immediate family creating an emergency, provided that not more than five days of sick leave per calendar year shall be granted therefor;
- **4.** for bereavement of persons other than members of the immediate family when permission is requested and approved in advance by their supervisor and provided that not more than three days of sick leave per calendar year shall be granted, therefor.
- g. UCONN Health shall continue its practice of allowing employees to donate accrued vacation and/or compensatory time to the sick leave account of a fellow bargaining unit employee who is absent due to a long-term illness or injury, subject to the following:
- 1. The absent employee must have a minimum of one (1) year of service.
- 2. The absent employee must have exhausted all of his/her accrued paid time and otherwise be on leave without pay status.
- **3.** A request to donate vacation and/or compensatory time may be initiated by the Union or employee(s).
- 4. The request shall be submitted to the Department of Human Resources, and shall include a current medical certificate on the form prescribed by UCONN Health.
- 5. Donations may be made in minimum units of one (1) day or eight (8) hours only.
- 6. Donations will be applied to the absent employee's sick leave account as needed each pay period, by consultation between the Department of Human Resources and the employee or Union representative coordinating the donations. Donations and transfers of days shall not exceed the number of days needed to prevent the absent employee from being on leave without pay, and shall not extend beyond the commencement of long-term disability benefits described in Section 21.2b.

h. Sick Leave Accrual. No sick leave shall accrue for either a Tier I or Tier II employee for any bi-weekly pay period in which the employee is absent without pay for three (3) working days.

#### 11.2 Maternity Leave.

#### a. Disability Leave.

- 1. During the period of disability\*, sick leave shall be granted under the same terms and conditions as sick leave would be granted for any other disability.
- 2. For probationary employees: Upon expiration of paid leave (including sick, vacation, and compensatory time), an employee who remains disabled may request, and shall be granted, a medical leave of absence without pay with position held\*\* for the remainder of the period of disability\* as certified by the treating physician.
- 3. For employees who have completed the probationary period: Upon expiration of paid leave (including sick, vacation, and compensatory time), an employee who remains disabled shall have the following options with respect to such leave:
- (a) a "medical leave" with position held\*\* as provided by Conn. Gen. Stat. 5-248a;
- (b) a medical leave of absence without pay with position held \*\* for the remainder of the period of disability as certified by the treating physician. (This leave of absence shall also be available to an employee who has exhausted her entitlement to family leave.)

## b. Maternity Leave Other Than Disability.

- 1. Employees who have completed the probationary period may request maternity leave for reasons other than disability.
- 2. The employee shall have the following options with respect to such leave:

- (a) The employee may request and receive the use of vacation and compensatory time.
  - **(b)** Upon the expiration of paid leave:
- (i) a "family leave" with position held\*\* as provided by Conn. Gen. Stat. 5-248a;
- (ii) a UCONN Health personal leave of absence without pay with position held\*\* upon expiration of vacation and compensatory time. (This leave of absence shall also be available to an employee who has exhausted her entitlement to family leave.)
- c. Length of Leave. The length of all paid and unpaid leave, including "family leave" pursuant to Conn. Gen. Stat. 5-248a, with position held\*\* shall not exceed twelve (12) months in a two-year period, or the end-date of the appointment, whichever is sooner. In the discretion of UCONN Health, a leave of greater duration may be granted and, if granted, the position may or may not be held.
- d. Requests for Leave. All requests for leave under this section must be submitted in writing to the Department of Human Resources. Except in cases of emergency, the request for leave must be submitted one (1) month in advance of the anticipated date of leave. In all cases of leave with position held, the employee must affirm her intent to return to employment at UCONN Health. The statement of intent to return shall normally be submitted with the request for leave, but shall be submitted no later than the start of a family leave or non-disability leave without pay. If an employee does not affirm her intent to return, she shall be considered on unpaid leave of absence, position not held, not to exceed six (6) months or the end-date of the appointment, whichever is sooner.

\*Disability is defined as the length of the hospital stay and any period of time prior or subsequent to delivery which has been certified by the attending physician as the period when the employee is unable to perform the requirements of her job. In order to be eligible for disability leave, the employee must provide medical documentation.

\*\*For Research Assistants or Associates, the leave of absence, both paid and unpaid, shall be with position held or to an equivalent position with equivalent pay.

#### 11.3 Disability Leave.

- **a.** An employee who remains disabled shall, upon expiration of paid leave (including sick, vacation, and compensatory time), have the following options with respect to disability leave:
- 1. a medical leave with position held\*\* as provided by C.G.S. 5-248a;
- 2. a medical leave of absence without pay with position held \*\* for a period of up to 1 year and without position held for the remainder of the period of disability as certified by the treating physician. (This is in addition to leave under a.1. above and any other legally granted leave.)
- **b.** Medical and life insurance shall continue as is, with UCONN Health paying its portion and the employee paying family coverage, if applicable for one year of unpaid medical leave, UCONN Health may choose to extend beyond the one year on a case by case basis.
- c. The above benefits are in addition to the benefits provided by the disability insurance policy covering employees. Benefits start on the first day after 90 days of continuous disability, except that no benefits will be payable after that 90 day period if an employee is receiving payments under the sick leave program. The benefit will be payable in that case after the sick leave payments cease to be paid.

Additional details concerning this program are to be found in the Group LTD Insurance Booklet, copies of which may be obtained from the Union office or the Department of Human Resources. Employees that are 50% or greater are covered under the long-term disability plan as provided to UCONN Health professionals.

- \*\*For Research Assistants or Associates, the leave of absence, both paid and unpaid, shall be with position held or to an equivalent position with equivalent pay.
- 11.4 Use of Sick Time on Extra Shifts. Tier II part time employees who have booked shifts beyond their assignment authorization, shall be able to use sick leave as per this article on extra shifts, provided that no more than two sick time occurrences are used in a calendar year. A booked shift is any vacant shift that is on the schedule and is filled by management. Employees whose assignment authorization is less than fifty (50) percent shall not be eligible to use sick leave for extra shifts.

#### Article 11A CHILD CARE

11A.1 UCONN Health will provide a scholarship of \$20 per week per child which shall be applied to child care at the Creative Child Care Center operated by UCONN Health. Any significant change in this process shall be by mutual agreement between the Associate Vice President for Human Resources and the Union President.

#### Article 12 LEAVES

#### 12.1 Personal Leave.

- **a**. Each employee in the bargaining unit shall be entitled to three (3) personal leave days per year. Such leave may be taken for any reason. Employees are encouraged to give as much advance notice as possible. Personal leave is not accrued.
- **b.** Part-time employees whose assignment authorizations are at least fifty (50) percent will receive a prorated share of personal leave according to their percentage of employment as indicated on their assignment authorization.
- c. For the life of the Contract, the three personal leave days shall be granted on the first day of the first full pay period of the month of the employee's birth. A complete list of the dates of the first days of the first full pay periods of each month covered by this Contract is on pages 98-100.

- d. New employees receive three (3) personal leave days, or their prorated share, upon hire. Personal leave time will also be pro-rated upon hire to the employee's birth month.
- e. Each employee who works in JDH, UMG, Dental Clinics, University Dentists, or Daycare, who does not use all of the personal leave days (such days are prorated for part-time staff) granted to them per year, shall receive compensation for each personal leave day not used on a one-for-one basis. Compensation shall be at the employee's regular pay rate. This Section shall not apply to employees who are funded under extramural grants or contracts.

#### 12.2 Release Time for Union Business.

- a. The Employer shall grant release time totaling thirteen hundred and fifty (1,350) hours per year in the aggregate to bargaining agent representatives designated by the Union in accordance with Article 12.2(b,c,d) below.
- **b.** The Associate Vice President for Human Resources in charge of collective bargaining shall be advised of individual(s) so designated.
- c. Release time shall be utilized in a manner which is least disruptive to the individual's professional responsibilities and UCONN Health's operation.
- d. Except in unusual cases beyond the Union's control, the Union shall inform the Associate Vice President for Human Resources in charge of collective bargaining or designee in writing at least ten (10) calendar days prior to the day of release (with a carbon copy to the immediate supervisor of the unit). The written notice shall state the following:
  - 1. the name of the employee to be released;
  - 2. the name of the first supervisor outside the bargaining unit responsible for the employee;
  - 3. the telephone number of the supervisor;
  - 4. the date and time of the requested release time;
  - 5. the number of hours to be charged to release time.

The ten (10) calendar days notification may be waived with the approval of the first level supervisor out of the bargaining unit.

- e. Union Leave. (This section does not apply to persons funded from Grants or Contracts). Effective July 1, 1988, one employee elected or appointed to a full-time or part-time office with the Union shall be granted a paid leave of absence with position held not to exceed two years. The Union shall reimburse UCONN Health for the salary and fringe benefits of the employee. During such leave the employee shall maintain all accrued vacation and sick leave. In order to return to his/her position, nine (9) weeks prior to the expiration of the leave the employee granted Union leave must notify UCONN Health of his/her intention to return. After the election of officers, the Union President shall notify UCONN Health on or after July 1 of each year of the individual who will be placed on this leave.
- f. Up to two (2) employees elected or appointed to a full-time or part-time position with the Union shall be granted a paid leave of absence during any one (1) year. Such employee shall have the right to return to the same or comparable position previously held, if open. If no such position is open, the employee(s) will be considered laid off, with all rights other than bumping. In order to claim this right of return, nine (9) weeks prior to the expiration of the leave the employee granted Union leave must notify UCONN Health of his/her intention to return. The Union shall reimburse UCONN Health for the salary and fringe benefits of the employee on a quarterly basis in advance. During such leave the employee shall maintain all accrued vacation and sick leave. The Union President shall notify UCONN Health by July 1 of each year of the individuals who will be placed on this leave.
- g. The combination of employees on leave at any one time under the provisions of 12.2e and 12.2f above shall not exceed three individuals.
- 12.3 Attendance at Conventions. During the contract year, a total of nine (9) delegate days shall be permitted the Union for attendance at State and/or national AFT and AFL-CIO conventions and/or seminars. With the permission of the

supervisor and adequate notification in advance, three (3) additional days without pay may be taken.

#### 12.4 Educational Leave.

- a. Non-degree. Paid or unpaid educational leave to attend conferences, seminars, or workshops may be granted by the Executive Vice-President or his/her designee, or the Hospital Director as appropriate, for purposes of professional growth and development. Such leave shall be related to the employee's duties and be of perceived value to the Employer.
- b. Degree. Leave of absence without pay may be granted by the President for reasons considered to be in the best interest of the University and in the interest of professional growth and improvement of the staff member concerned. All such cases are treated as special cases. Staff members desiring such leaves should apply through their department head and dean to the Executive Vice-President.

## 12.5 Parental/Adoption Leave.

- a. Upon the birth or adoption of a child, unpaid leave of absence (position not held) up to one (1) year may be granted either parent requesting it. (This leave may run co-terminus with maternity and/or sick leave.)
- **b.** Upon sixty (60) days notice, an employee on leave under (the terms of) 12.5a shall be returned to his/her vacated position if it is available.
- e. Provided the supervisor receives a written request at least thirty (30) days in advance, the father or the adoptive parent shall be entitled to receive unpaid leave (position held) for sixty (60) days.
- d. Up to three (3) days of paid leave, deducted from sick leave, will be provided to an employee in connection with the birth, adoption or taking custody of a child. This leave shall be co-terminus with any leave granted pursuant to this section or Section 11,2a.

- **e.** All leave pursuant to this section shall be coterminus with leave pursuant to Conn. Gen. Stat. 5-248a.
- 12.6 Military Leave. Any employee who is a member of a reserve force of the United States or the National Guard of any state shall be granted a maximum of three (3) weeks paid leave of absence in each calendar year for the purposes of attending annual field training or active duty for training.
- 12.7 Jury Duty or Court Appearances. Each employee whose assignment authorization is at least fifty (50) percent who is accepted as a juror or required to appear in court for reasons resulting from his/her UCONN Health employment shall be granted leave for such purposes at no loss of pay or charge to any other leave, provided that:
- a. The employee notifies the appropriate department head within two (2) days of receiving notification to serve as juror or to appear in court; and
- b. The employee turns the jury pay over to UCONN Health.
- c. For the day and evening shifts, if jury duty is cancelled, the employee shall report to work at his/her next regularly scheduled shift.

The current practice regarding jury duty or court appearances will continue for employees who work the night shift. The employees will continue to provide the appropriate Department head with notice of jury duty. Management will continue to schedule around the employee's jury duty. If the jury duty is cancelled, the employee will have the choice of using vacation time, personal time, compensatory time, or unpaid leave.

- 12.8 An employee on paid leave shall have his/her benefits maintained by the Employer.
- 12.9 An employee on unpaid leave shall have the opportunity to continue his/her insurance benefits at his/her own expense in accordance with the terms of the policies under which he/she is covered.

12.10 In lieu of posting a position or using special payroll, a department may temporarily increase the FTE of its employees to cover the absence of a department employee who is out on medical leave, workers compensation, etc. Said increase shall be offered to all employees who can perform the needed duties and be awarded in an equitable manner, i.e. considering the skills needed, shift/schedule needed, and seniority, in that order. Said temporary assignment is voluntary, can only last for the duration of the leave, and cannot be made permanent without following the normal posting procedures. Prior to making this temporary increase the Union shall be notified.

#### Article 13 VACATION LEAVE

13.1

# a. Tier I Employees Who Do Not Keep Hourly Time Card Records.

Each full-time Tier I employee shall accrue .843 vacation days credit for each complete pay period of continuous full-time service, for an average of twenty-two (22) days per year.

# b. Tier II Employees Who Keep Hourly Time Card Records.

Each full-time Tier II employee shall accrue 4.6 hours of vacation credit for each complete pay period of continuous full-time service, for an average of fifteen (15) days per year. Each full-time Tier II employee who has completed fifteen (15) years of service shall be entitled to accrue 6.13 hours of vacation credit for each complete pay period of continuous full-time service.

e. Part-time Tier II employees shall accrue vacation leave at the rate of .058 hours for each regular hour paid to a maximum of one hundred and twenty (120) hours per year.

Part-time Tier I employees will receive a pro-rated share of vacation leave according to their percentage of time employed as indicated on their assignment authorization.

All part-timers shall be entitled to have their accrual of vacation increase at the same rate as full timers with years of service for this benefit not prorated.

- d. No vacation leave shall accrue for either a Tier I or a Tier II employee for any bi-weekly pay period in which the employee is absent without pay for two (2) working days.
- e. After the waiting list referenced in Sec. F below is satisfied, employees shall submit written, dated requests for vacation to which the supervisor shall respond in writing within one week. Except for emergencies, requests which have been approved shall be honored. In the event that more employees request the same vacation than can reasonably be spared for operating reasons, vacation time off will be granted on the basis of seniority. This section shall not apply where the less senior employee has already submitted and had his/her vacation schedule approved. A grant shall be considered a department for the purpose of this article. Seniority for the purposes of this Article shall be in accordance with Article 27.
- f. Vacation Scheduling. Notwithstanding any language in this Article to the contrary, the parties agree that work units covered under 12.1.e (JDH, UMG, Dental Clinics, University Dentists, and Daycare) and not covered by a separate agreement will schedule vacations in accordance with the following:
- 1. Supervisors will post schedules for Major Holidays by September 1<sup>st</sup> for the following year. Major Holiday assignments will be rotated among employees each year. The holiday schedule takes precedence over the vacation schedule.
- 2. To assist in the scheduling of vacation time, employees may submit vacation requests between September 1 and September 15 of each year. Employees may request time for the period of January 1 through December 31 of the next year. Requests will be granted in seniority order, giving precedence to those requesting a full workweek. Part timers

requesting their entire workweek off meet this requirement. The vacation schedule will be posted on September 30.

Workweek is defined as starting on a weekend.

- a. For non-24/7 areas the workweek is Saturday through Friday.
- b. For 24/7 areas, the workweek is Saturday 12:01 am to Friday 11:59 pm.
- c. For units with twelve hour shifts the workweek is Friday at 7:00 pm through Friday at 6:59 pm.
- d. For units with twelve hour shifts on the weekend that have a pattern of every third weekend, the workweek is defined as Saturday at 7:00 am through Saturday at 6:59 am.
- 3. Employees submitting requests during the posting time may request up to two weeks of vacation. Employees are limited to requesting one week of Holiday time during this posting period. Holiday time is defined as the weeks including Thanksgiving, Christmas, and New Year's Day; and will be assigned based on a rotating seniority list each year.
- **4.** Each request for a full workweek will be considered a separate request.
- **5.** Employees whose requests cannot be granted in accordance with paragraphs 2 or 3 will be placed on a waiting list and considered in order of seniority. The waiting list will be posted on September 30.
- 6. Seniority shall be determined as of August 15 each year in accordance with Article 27. When tiebreaking may be required, the lowest State employee number will be considered senior for the first vacation cycle. For subsequent cycles, seniority shall rotate by number among those tied.
- 7. New vacation leave requests will not be accepted earlier than October 1 for the following calendar year and will be handled

in accordance with Article 13.1.e after the waiting list is satisfied. This includes all unclaimed Holiday time.

- a. For new vacation requests submitted on October 1 or after, each day will be considered a separate 24-hour request period of 12:00 am to 11:59 pm.
- b. All requests for vacation time off submitted within the same twenty-four (24)-hour request period will be considered in order of seniority. For example, if a less senior nurse submits a request on October 2 at 10:00 am and then a more senior nurse submits a request the same day at 2:00 pm, the more senior nurse will get preference since the requests came within the same twenty-four (24)-hour request period. These nurses will both have preference over any requests that come in on October 3 or later.
- c. The Supervisor may not approve or deny any requests submitted sooner than the following day, but will still maintain the one (1) week response period as referenced in Article 13.1(e).
- d. This section also applies to requests submitted for any holiday time that remains after the initial request period of September 1-September 15, provided the holiday being requested is not the holiday that the employee is expected to work as per the holiday track per Article 13(f).
- **8.** Employees must have the appropriate accruals prior to the time the vacation is to take place.
- 9. Time off requests will be approved based upon reasonable operational needs.
- 10. If an employee elects to take a week off and has bumped another employee with less seniority, they must take the week off and not reduce the request to a few days.

- 13.2 Employees shall be permitted to accumulate vacation days to a maximum of sixty (60) days. No accumulation of vacation days beyond the maximum may be made without the permission of the Executive Vice President, Hospital Director or designee.
- 13.3 Subject to the approval of the department head, employees shall be allowed to choose the time of their own vacation leave. Department denials of employee's requests for vacation shall be based upon reasonable operational needs within the department.
- 13.4 If any employee is sick while on vacation leave, the sick time shall be charged against accrued sick leave. A medical certificate may be required by the supervisor.
- 13.5 Any member of the bargaining unit leaving the employment of the State will receive a lump sum payment for his/her accrued vacation leave.
- 13.6 No payment shall be made for vacation leave earned if the employee leaves UCONN Health before completing six (6) months of service.

# Article 14 ASSIGNMENTS & SCHEDULING

- 14.1 Nurses in this article refers to employees in the nursing payroll titles.
- 14.2a. The term "charge nurse," as used in this Agreement, refers to a hospital "staff nurse" who is assigned administrative responsibility for the direction of a patient care unit for a shift. This excludes the Nursing Manager or Assistant Nursing Manager. When acting as a charge nurse, a nurse shall be paid an additional \$1.75 per hour. Nurses who are floated from their normal assignment to another clinical area shall not be required to perform charge duties at the new area unless there is no other experienced staff nurse or Assistant Nursing Manager in that unit. Tier II employees of the UConn Medical Group or any other clinical area may also be assigned charge responsibilities and receive payment in accordance with this section.

14.2b. Individuals appointed as Assistant Nurse Managers will receive an additional \$4,160.00 each year, paid biweekly.

### 14.3

Floating for UCONN Health clinical staff who administer direct patient care, and those who support clinical staff who administer patient care (i.e., COA, PSR, MA), shall occur in accordance with their Core Competencies. An employee who commutes by way of mass transit shall not be floated to areas that are not readily accessible by foot or mass transit, unless the employee's hire letter requires the employee to be able to float.

Floating is to occur on a rotational basis, after volunteers are sought.

If patient care needs fall outside of the floating clinical staff's Core Competencies level, the clinical staff member may only assist within his/her level of Core Competencies.

Updated Core Competencies will be readily accessible and reviewed by a manager or designee prior to the floating assignment.

ED/EP/CCL/IR/OB/L&D/NICU may assist with patient care only, to allow staff to return to primary unit based on patient need. When floated, ICU RNs will have a maximum of a three (3) patient assignment, but may be floated to all hospital and ED locations.

UHP shall be provided a copy of any clinical staff member's Core Competency checklist upon request, and such checklists shall be kept current.

The parties will review Core Competency checklists at least once a year. Either party may request a review at any time.

Mileage reimbursement at the State-approved rate will be given to employees who are moved to a different duty station after reporting to their assigned duty station. Employees also will be reimbursed for travel in excess of their normal

commuting mileage, except for float pool employees who have no normal commute.

All float pool nurses shall receive an hourly differential of \$3.00.

#### 14.4

- a. Hospital nurses may request up to two (2) hours of refresher orientation every six (6) months in a float area. The Hospital shall make every effort to accommodate the request.
- **b.** Float related issues in areas other than Hospital nursing units shall be discussed between the parties as they arise.
- **c.** Medical Assistants assigned to John Dempsey Hospital may be floated anywhere in the Hospital.
- **d.** Action Nurses may be assigned to perform duties in any area of the Hospital, depending on the need.
- 14.5 Overtime shall be paid to eligible nurses when authorized in advance by the Departmental Manager, Nursing Manager, Assistant Nursing Manager, Administrative Supervisor, Nursing or Charge Nurse when on duty, for the time required beyond the regular shift. Eligible nurses are those who are paid hourly. If authorization is not received, the nurse may leave at the end of the shift.
- 14.6 Shift Preference. As positions become vacant, Tier II staff on the same job classification who are equally qualified on the same departmental division (e.g., clinical chemistry, hematology, neonatal, etc.) shall have shift preference on the basis of seniority. For the purpose of shift assignment, seniority shall be in accordance with Article 27.

### 14.7 Weekend Differential.

**a.** All Tier II employees who work the majority of their weekend shift between 12:01 a.m. Saturday until 12:01 a.m. Monday shall receive twenty-five percent (25%) of base salary as a weekend differential.

- **b.** Tier II employees in nursing departments currently receiving weekend differential for hours other than those indicated in 14.7a above may continue the current practice.
- **c.** Weekend differential shall not be pyramided when computing overtime pay.
- **d.** Weekend shifts for employees with twelve hour shift staffing patterns are as follows:
- 1. From Friday evening at 7:00 p.m. through Sunday evening at 7:30 p.m.
- 2. For units with twelve hour shifts on the weekend for a pattern of every third weekend, the weekend shifts are defined as Saturday at 7:00 a.m. through Monday 7:30 a.m.

#### 14.8

- **a.** When, in the judgment of the supervisor, workloads permit, hospital employees may be scheduled for two (2) duty-free weekends per month. This provision shall not apply to employees who are hired specifically to work weekends or who request additional weekend work.
- b. Except for an emergency, all hospital schedules shall be for a minimum of four (4) weeks and shall be posted at least two (2) weeks in advance. After a schedule is posted employees shall be allowed to switch assignments amongst each other provided no overtime expense is borne by UCONN Health as a result of such switching. All schedule changes are subject to the approval of the appropriate manager.
- 14.9 Rotation Bonus. One objective of the contract is to improve Tier II scheduling to five (5) rotations out of twenty (20) for full-time staff members in a four (4) week period. If an individual is scheduled to work and actually works more than five (5) rotations per four (4) week period, he/she shall receive an additional \$8.00 for each shift over five (5).

# 14.10 Vacation Scheduling In Accordance With Article 13.3.

# **a.** One week...Two weekends:

Tier II employees who have requested their vacation time at least ten (10) weeks in advance will not be scheduled to work the Saturday or Sunday preceding their vacation.

## **b.** Two weeks...Middle weekend:

UCONN Health shall grant to Tier II employees who have requested a two (2) week vacation (the first and last weekend of which would normally not be scheduled as work days) the middle weekend off as well. In order to be eligible for this schedule, the employee must request his/her vacation at least ten (10) weeks in advance.

A Tier II employee will be eligible for one of these vacation schedules ("a" or "b") once each contract year, or more often if staffing and scheduling needs permit.

### 14.11

Except with respect to Nurse Anesthetists or where otherwise agreed to by the parties, Tier II employees working a regular eight (8) hour shift shall be guaranteed sixteen (16) hours between regularly scheduled shifts.

- 14.12 Night Shift Bonus. The following night shift bonus and options shall be available to all permanent night shift nurses, (including Poison Information Specialists), and permanent night shift Radiologic Technologists in the Department of Radiology, according to date of hire.
- a. Night Shift Bonus. Permanent night shift Nurses and permanent night shift Radiologic Technologists in the Department of Radiology who were hired prior to July 1, 1995 shall be paid a \$3,200 bonus per year. This bonus shall be paid at the rate of \$800.00 for the completion of each three (3) months of night shift duty. Effective July 1, 2002, permanent night shift Nurses and permanent night shift Radiologic Technologists in the

Department of Radiology who were hired on or after July 1, 1995 shall be paid a \$1,600 bonus per year. This bonus shall be paid at the rate of \$400.00 for the completion of each three (3) months of night shift duty.

Permanent part-time employees' bonuses shall be prorated based on hours actually paid. Employees shall receive a pro-rated share of any complete portion of the three-month period after completing three (3) full months.

# **Basis for Night Bonus Payment**

# 1. Time Intervals:

Each year a plan will be developed to organize the bonus payments for completion of night shift duty into quarters of the year. Some quarters will include seven pay periods; others will be six pay periods because there usually are 26 pay periods per year.

# 2. Part-time Permanent Night Staff:

Part-time staff bonus payments will be based on a prorated share of paid hours in the pay periods of the quarter converted to full-time equivalents. The following times are computed into paid hours in addition to worked hours: sick leave, vacation leave, holiday and compensatory time, personal leave days and paid maternity leave. The following are not included in paid hours: unpaid leave, worker's compensation time (after seven days) and other than night shift work.

- **b. Night Shift Menu Options.** In addition to the night shift bonus the permanent night shift nurses are to choose one (1) of the following options:
  - 1. A twenty percent (20%) shift differential;
- 2. For making a commitment to work the night shift for one (1) year, forty (40) additional vacation hours will be earned. Such hours are earned at the rate of 1.53 hours per pay period. Employees who choose this option shall earn the fifteen percent (15%) differential for working nights;

3. For making a commitment to work the night shift for six (6) months, UCONN Health will reimburse an employee at the end of six (6) months for one hundred percent (100%) tuition at the University of Connecticut per credit rate to a maximum of nine (9) credits. This option is renewable for the second six (6) months for a maximum of eighteen (18) credits per year. Employees who choose this option shall earn only a fifteen percent (15%) shift differential for working nights.

Menu options of additional vacation days or tuition reimbursement chosen by part-time employees shall be prorated based on hours actually paid. This shift differential shall remain at fifteen percent (15%).

**14.13 Shift Differentials.** Except as limited by Article 14.12 above the following shall apply:

For shifts that are eligible for shift differential as defined below, evening shift differential is paid from either 3 pm to 11:30 pm or 4 pm to 12 midnight, and night shift differential is paid from either 11 pm to 7:30 am or 12 midnight to 8 am (depending on the Department's hours).

- a. Tier II employees shall receive a fifteen percent (15%) shift differential when they work a shift in which the majority of hours falls between 3:00 p.m. and 11:30 p.m.
- b. Tier II employees who are NOT full-time permanent night shift nurses shall be paid twenty percent (20%) shift differential when they work a shift in which the majority of hours falls between 11:00 p.m. and 7:30 a.m.
- c. Tier II permanent full-time night nurses who elect options two or three of the Night Shift Menu (see Article 14.12) shall receive a fifteen (15%) differential when they work an evening or night shift.
- d. When computing overtime pay, weekend and shift differentials shall not be pyramided unless the individual is qualified for pyramiding under the Fair Labor Standards Act.

e. Tier II nurses who work the twelve (12) hour day shift shall receive an evening shift differential beginning at 3:30 p.m. until the end of the shift.

Tier II nurses who work the twelve (12) hour evening/night shift shall receive the evening shift differential for the hours between 7:00 p.m. and 11:00 p.m., and shall receive the night shift differential for eight (8) hours between 11:00 p.m. and 7:30 a.m.

**f.** The following shall be available to all laboratory medicine staff hired prior to July 1, 1995:

For Employees in Laboratory Medicine, in addition to any applicable weekend, night, or evening differentials, a premium of \$1.25 per hour shall be added to the evening shift rate and a premium of \$2.00 per hour shall be added to the night shift rate.

- g. Tier II employees shall be paid shift differential for all hours beyond the regular shift if an individual is required to work more than two (2) hours beyond the end of the regular shift. For example, an eligible day shift person scheduled to leave work at 3:30 p.m. who is required to work until 6:00 p.m. would receive two and one-half (2 1/2) hours of shift differential; an eligible day shift person scheduled to leave work at 3:30 p.m. who is required to work until 11:30 p.m. would receive shift differential for the entire eight (8) hour period.
- 14.14 Extra Shift Volunteers. The parties are committed to promoting a system of volunteers to assist in staffing. Staff who volunteer to work extra shifts shall be paid a premium of ten (\$10) additional dollars per hour worked above and beyond their regular compensation for that extra shift. It is the parties' intent that this extra shift volunteer incentive will result in voluntary and immediate filling of gaps in a posted schedule.

Each unit shall post an "Extra Help Report" of vacant shifts on the unit at the time the schedule is posted. For one week, unit employees may volunteer for extra time. If more volunteers sign up than spaces available, seniority shall control on a rotating basis.

Extra Shifts may be posted in four (4) hour blocks.

Units may post for extra shift volunteers both when the final schedule is initially posted and after that posting. Extra shift volunteer slots added after the schedule is posted would be the result of a new gap in the posted schedule; the Urgent Shift Availability (USA) program is used for absences or increases in patient census or acuity. For example, if after the schedule is posted, a staff member resigns or unexpectedly begins a long medical leave, the resulting gaps can be posted as extra shifts.

Those extra shifts that occur after the schedule is posted should be posted according to the timeline in this Article, to the extent possible. If, however, there is not enough time for the one week unit posting, the new extra shift volunteer slots will be posted on the unit on a first come, first serve basis. All of the other provisions of Article 14.14 remain in effect for these postings.

At the end of the one week posting period, any vacant shifts remaining shall be sent to the staffing office. For the next two weeks, any qualified staff member from any unit may sign up to work a vacant shift, indicating whether it is extra time (straight time) or overtime. Employees can only sign up for one shift per 24 hour period. Management may select from among the employees that signed up for the shift to fill a vacant shift in any order, and the failure to be selected is not grievable or arbitrable.

At the close of the third week of posting (two weeks in the staffing office), the staffing office will notify the employee of the status of their request for volunteer shifts. Employees will be notified whether they were selected for a shift or not. If selected they will be notified of the date and time.

Shifts may be cancelled by UCONN Health if they are not needed. If UCONN Health cancels a shift with at least two (2) hours notice to the Volunteer, no payment is owed. If UCONN Health cancels with less than two (2) hours notice, but before the start of the shift, the volunteer will be paid for four (4) hours of "cancellation pay" at the straight time base hourly rate. Such "cancellation pay" will be paid in the same pay period.

If UCONN Health fails to call the volunteer and the volunteer shows up to work or if the volunteer is not used in the unit, the volunteer may choose to receive four hours of "cancellation pay" as described above and return home, or be assigned to another unit for at least four (4) hours.

Volunteers who cancel a volunteer shift three or more times in a calendar month shall be ineligible to sign up for volunteer shifts for the next three month period, and any volunteer shifts they have already been given will be cancelled.

If an employee has volunteered for another unit and is needed on their home unit, the administrative manager, the charge nurses of the respective areas, and the employee shall discuss the situation. If there is no agreement to the contrary, the employee shall stay on the unit they originally volunteered for, unless there is an emergency situation.

All employees shall be considered employees of their home unit for purposes of determining weekends, holidays, overtime, etc.

Any disputes over this section will be referred to the committee designated in Section 19.13.

# 14.15 SCHEDULING PRACTICES

**Long Term Leave.** When an incumbent is not available to work under this section, the order of filling the schedule (both prior to and subsequent to posting) shall be:

- 1. float pool staff
- **2.** part-time bargaining unit staff (non-overtime hours)
- 3. travelers (if management wishes)
- 4. per diem staff and/or non-bargaining unit staff
- **5.** staff volunteers (overtime hours)

Part-time staff may bump per diem staff (for example: Nurse Pros and commercial agency nurses) from the

schedule if at least 72 hours notice of such desire is given, unless per diem staff has committed in writing to cover a specific portion of a specified employees leave of absence, e.g. every other Tuesday for the duration of the leave.

**Short Term Leave/Unexpected Absences.** When an incumbent is not available to work under this section, the order of filling the schedule (both prior to and subsequent to posting) shall be:

- 1. float pool staff
- 2. float staff from another compatible unit
- **3.** staff volunteers (non overtime hours)
- 4. volunteer from the sign up list in 14.15 (ESV)
- 5. per diem staff and/or non-bargaining unit staff.

Part-time staff may bump per diem staff (for example: Nurse Pros and commercial agency nurses) from the schedule if at least 72 hours notice of such desire is given.

- **6.** staff volunteers (overtime hours)
- 7. USA standby volunteer

The parties agree the above scheduling practices shall be followed except in the few circumstances when it is not feasible and/or practicable to do so.

### NOTES:

- 1. Overtime in this section refers to hours paid at time and one-half.
- 2. It should be reinforced that in overtime situations full-time staff shall have first preference to volunteer.
- 3. The parties understand this section reflects scheduling practices and in no way diminishes the right to transfer employees as described elsewhere in the Contract.

14.16 Changes in Department Shift Hours. The parties agree that prior to a department's changing its shift hours the employer shall notify and discuss the proposed changes with UHP at least six weeks prior to implementation. The parties agree to meet and discuss proposed changes in good faith.

It is agreed that this section is without prejudice to either parties' position regarding changes in shift hours in the event future discussion of proposed changes are not able to be resolved.

Departments where a proposed change in shift hours is contemplated will not notify employees of the change until the Union is notified.

14.17 Hourly Differentials. The parties have agreed to utilize differentials that will apply to nurses in the following circumstances in John Dempsey Hospital:

### **Action Nurse:**

- 1. Positions designated and filled as an Action Nurse shall receive an hourly differential of \$5.00 per hour. This differential shall not be increased by overtime rules.
- 2. Action Nurses are free to sign up for available overtime, ESV or USA shifts. However, if they are not acting in their capacity as an Action Nurse, they shall not receive the \$5.00 hourly differential.

## Float Pool Nurse:

- 1. Positions designated and filled as Float Pool Nurses shall receive an hourly differential of \$3.00 per hour. This differential shall not be increased by overtime rules.
- 2. Float pool Nurses are free to sign up for available overtime, ESV, or USA shifts in addition to their float assignments. However, if they are not working as part of the float pool on that shift, they shall not receive the \$3.00 hourly differential.

## Float Differential:

1. Nurses shall be paid a differential of \$1.00 per hour when they are required to float to another unit for one hour or more.

**Duration:** The above differentials will be reviewed by the parties periodically at the Staffing Committee meetings. If at some future point UCONN Health decides to discontinue the differentials, 30 days notice will be given of the change.

## Article 15 OVERTIME

- 15.1 Tier II employees in the bargaining unit shall receive time and one-half for all time in excess of forty (40) hours per week or eight (8) hours in any scheduled work day unless a regular work schedule of more than eight (8) hours per day is in effect. Tier II employees assigned a work schedule with shifts of more than eight (8) hours per day shall be paid overtime for all time worked in excess of their scheduled shift.
- 15.2 No Tier II employee shall work more than 16 hours in a 24 hour period, except in a code yellow level emergency.
- 15.3a. Staffing Program. The parties agree that the following provisions will apply to all hourly John Dempsey Hospital employees, including clinical support Departments (e.g.: Laboratory Medicine, Radiology, Pharmacy). The clinical support Departments are free to utilize these provisions in accordance with the procedures herein, and also to utilize the current procedures for "on call" listed in Article 15.4.

The volunteer staffing program described below is a program created and implemented by a partnership between UCONN Health and UHP. Any issues arising under this Section will be referred to the monthly staffing committee established in Section 19.13 for discussion and resolution.

**b. Patient Care Emergencies:** The parties agree that emergencies arise that may affect staffing and patient care. These emergencies fall into two categories:

- 1. Emergency Coverage: Staff members who must remain on duty when non-essential staff are dismissed from duty or are sent home (during an emergency, disaster or weather event), or in an event that threatens the public health of the community, (such as a transportation disaster or an epidemic) shall receive double time if they are hourly. This Section shall not be pyramided with Section 19.11.
- **2. Acuity:** Staff necessary to address acute patient care needs will be compensated at the rate of double time if hourly. Examples of acute patient needs include:
- (a) Completion of neonatal transport or interventional procedures, such as surgical, cath lab, GI, and radiology special procedures currently underway if no one is available to replace the employee at the procedure or it is not in the patient's best interest to change staff assisting with the procedure.

# **(b)** During a Code Blue or Code Yellow

- (c) Any incident not covered above that management considers an emergency, in which case the Director of Nursing or designee and the Union President or designee will be notified by fax of the emergency situation. Each emergency situation will be evaluated by the Director of Nursing or designee on the next business day and discussed with the Union President.
- 3. Emergency situations will be reviewed at the monthly staffing committee meeting.
- c. Low Census: UCONN Health will have the prerogative to immediately adjust staffing if the census cannot support the current staffing level. Such adjustment of staffing will take place in the following order as listed below:
- 1. Staff may be floated out to other areas in accordance with the float system in Article 14.3;

- 2. If floating does not provide the necessary staffing adjustment to reflect the census, staff may be released from their assignments in accordance with the following procedure and order:
- (a) Volunteers first, according to seniority, by rotation. Employees may use vacation, compensatory time, personal leave or unpaid leave. If unpaid leave is taken it will not affect the employee's accruals.
- (b) If volunteers do not provide the necessary staffing adjustment, then employees will be released in reverse order of seniority, by rotation, using accrued vacation, compensatory, personal leave, or unpaid leave time if they so choose. Staff may be involuntarily released from duty under this provision two times a calendar year to a maximum of sixteen (16) hours per year. If an employee has no compensatory, vacation or personal leave time, their name shall be skipped unless they wish to take unpaid leave. Once they have accrued compensatory, vacation or personal leave time, they may be released. If unpaid leave is taken, it will not affect the employee's accruals.
- d. Urgent Shift Availability (USA): It is the parties' intention that the USA provision will create a supplemental "USA Standby" system for employees to volunteer. This supplemental "USA Standby" system will not supercede or replace the existing on call provisions addressed in the contract or the practices currently in place.
- 1. Once the schedule has been posted in accordance with 14.8b, management will identify those shift(s) for which it seeks volunteers to be available to cover absences or increases in patient acuity or census. Management may post available times in blocks, as follows:
  - 2, 4, 6, and 8 hour blocks for 8 hour shifts
  - 2, 4, 5, 6, 8, and 10 hour blocks for 10 hour shifts

# 2, 4, 6, 8, 10, and 12 hour blocks for 12 hour shifts

Twelve (12)-hour shift employees, who are emergently staffed, shall be given no less than eight (8) continuous hours off before commencing their next regularly scheduled shift. The employee may choose one of the following: use of vacation, compensatory or personal time; to work the shift as scheduled; or to take the shift off without pay.

Management will also identify the number of individuals it seeks to cover each identified shift. If more volunteers sign up than spaces available, seniority shall control on a rotating basis. Staff will normally have until the 24 hours prior to the beginning of a shift to sign up for the USA. Staff may not remove their names prior to the time of the USA unless they find a replacement name.

In the event that management determines the need for emergency staffing coverage, (i.e., as outlined in Article 15.3.b), on a particular unit with less than 24 hours notice, a USA block of time may be immediately offered and staff will be allowed to volunteer to pick up this block of time at the last minute, provided that a USA slot was already posted and no one had signed up, or more USA's are needed than was originally anticipated. (If no USA slot was originally posted, this cannot be done). This will be done on a rotational basis (i.e., based on the emergency staffing list on each unit, not on the seniority list). Staff who volunteer to cover a last minute block of USA time have two options related to compensation as follows:

- They will receive double time compensation plus applicable differentials if she/he is an hourly employee and their name will not go to the bottom of the Emergency Staffing list.
- They will receive time and one-half compensation plus applicable differentials if she/he is an hourly

employee and their name will go to the bottom of the Emergency Staffing list.

Staff who volunteer to cover a last minute block of USA time will not be eligible to receive the \$1.00 per hour standby stipend.

- 2. Staff members who sign on as available for the identified USA shall be considered on standby and shall receive a volunteer stipend of \$1.00 per hour for each hour of the shift they have volunteered to cover. The \$1.00 per hour compensation for the USA standby coverage is payment for signing up and being available for such coverage.
- 3. If one of the volunteers is called and works, he/she shall receive double time compensation plus applicable differentials if she/he is an hourly employee.
- 4. The combination of regularly scheduled hours, regular on call hours and USA available hours shall not normally exceed 12 hours out of 24 hours per day, nor 60 hours out of 168 per week, unless the staff member volunteers to work the additional hours. (For example, an 8 hour employee volunteers for an additional 8 hour shift, or a 12 hour employee volunteers for an additional 4 hour shift.) In no event shall the time committed for exceed 16 hours in a 24 hour period, unless there is another Agreement in effect. Notwithstanding the provisions of Section (1) above, if more than one employee signs up for USA standby per slot, management may choose that employee who is not scheduled to work the next shift, or who would not be working 16 hours, regardless of seniority. An employee who is required to work USA standby shall not receive sick time for the next regularly scheduled shift except for bona fide personal illness which is verified, where required, by a medical certificate. However, an 8 hour employee who works 16 hours in a day and is scheduled to work the next day (within 15 hours) may choose one of the following: use of vacation, compensatory or personal time: to work the shift as scheduled; or to take the shift off without pay.

This provision is not applicable to 12 hour employees who work 16 hours.

- 5. Management, including Administrative Managers and/or Department Managers must be involved in the decision to call in those available for USAs. Management must seek volunteers and exhaust all other negotiated means (e.g. 14.16b) of staffing prior to calling available staff.
- 6. Management or their designees will contact eligible employees as soon as they recognize the need to assign USAs and will make every effort to give as much notice as possible to the employee being contacted. Notice may occur up to the beginning of the shift at which time the volunteer's availability to work expires.
- 7. In cases where there is a potential, but not immediate need for the available volunteer, a unit has the option of asking the available volunteer to be placed on call for the period of time (4, 8, or 12 hours) for which they signed up. The available volunteer may refuse to be placed on call. If they accept the on call assignment they shall receive on call pay, as per Article 15.4d1. Other provisions of Article 15.4 shall apply, except that if the available volunteer is called into work, they shall receive pay at the rate of the employee's base times two, plus any applicable shift or weekend differentials.
- 8. Available USA's may only be called to work in their own units. Staff, however, may voluntarily indicate availability for other units, and would only be called if no one from that unit was available.
- 9. Management may also seek volunteers for shifts that have been identified as USAs if no one has volunteered, or if a volunteer has called in sick. Volunteers who work the assignment shall receive payment for hours worked at time and one half.

- 10. Staff who sign up for 312 USA hours in a six month period will receive a bonus of 4 hours of vacation time in addition to their regular accruals. The six month period will be set based upon the payroll calendar year and fiscal year dates. USA balances will be zeroed out at the end of each six month period.
- 11. Staff who volunteer under this provision may refuse an assignment once per six month period due to illness or sick family and will not be paid the USA signup stipend for that assignment period or receive any compensation for that shift. The second refusal in any six month time period will result in forfeiture of the incentive compensation for that six month period.
- 12. Staff who are working a USA will not be floated out of the unit, and will not be activated in order to float another staff member out of the same unit. Staff may indicate their availability to be reassigned for other units on the USA sign up sheet. If a staff member is activated to work on another unit, their name does not go to the bottom of the float list.
- 13. Employees who do not sign up for USAs will not be penalized in any way.
- 14. Any USA worked on a holiday will be compensated at the rate of the employee's base times two, plus any applicable shift or weekend differential, plus compensatory time for each hour worked.
- 15. Reassignment: If several people sign up and are willing to be reassigned on other units, the preference is as follows:
  - Home Unit: 1<sup>st</sup> preference: staff on their own unit.
  - Reassignment to another unit: Float Pool Nurse; if no Float Pool Nurse is available, then it should be based on competency; if

competency is equal, then go by the dates of activated USA's.

## 15.4

- a. Call-back. Any Tier II employee called back to work on an emergency basis shall be paid a minimum of four (4) hours. An employee called in up to two (2) hours early shall be paid a minimum of two (2) hours from the time of arrival. If an employee is called in to work more than two (2) hours early, the minimum pay shall be four (4) hours from the time of arrival.
- b. On-Call. Employees whose on-call status is cancelled less than eight (8) hours prior to the beginning of the on-call period shall be paid for four (4) hours of on-call time. This provision does not apply to those employees who request to be released from on-call status, nor to units on 12 hour agreements who have chosen the on-call option.
- c. Employees shall only be required to be on-call for their assigned unit. If changes occur which may require additional on-call assignments, the parties agree to meet and discuss such changes.

## d. On-Call/Call-back Procedures.

- 1. Employees currently receiving pay for being on call are paid \$4.00 per hour.
- **2.** On-call pay stops when the employee arrives at UCONN Health, and resumes when employee leaves, or when four-hour call-back period ends.
- 3. Call-back starts when the employee arrives at UCONN Health and stops when the employee leaves after completing the assignment or when the four-hour guarantee ends.
- **4.** A *call-back period* will be defined as the *shift* of coverage or 24 hours, whichever is less.
- 5. During a call-back period as defined in number four above, for the first and second call-back assignment, four hours will be paid or the actual time to complete the assignment,

whichever is greater. The second "four hour guarantee" will apply only if at least four hours have lapsed from start of the first assignment. Subsequent call-back assignments within the call-back period will be paid the appropriate rate related to the actual time involved in completing the assignment.

- 6. Only after the call-back assignment of four hours or the actual time to complete the assignment, whichever is greater, will on-call pay resume (i.e. on-call pay cannot be piggy-backed on top of call-back pay).
- 7. Appropriate evening, night, and/or weekend differentials are paid for call-back only for hours actually worked.
- 15.5 a. The Union recognizes that the work of a Tier I professional employee involves the exercise of discretion and judgment which cannot always be standardized relative to a given time period. It also recognizes that professional staff workloads and schedules may vary from time to time and from department to department to meet seasonal changes or unusual demands and/or circumstances. However, whenever an individual is consistently requested by a supervisor to work over the normal week, compensatory time shall be made available. Such compensatory time shall be arranged at a mutually agreeable time, using the same guidelines prescribed in 8.5a and 8.5b. However, when a Tier I-A employee is required by a supervisor to work more than forty (40) hours in a week, compensatory time shall be granted in accordance with the Fair Labor Standards Act (time and one-half).
- b. The above paragraph (15.5a) does not apply to self-scheduled, salaried employees earning Group 10, Step 3 salaries in the UHP 40 Hr/Week Payplan or more effective each year of this contract, and who are thus not eligible for any compensatory time. However, individuals whose salaries are above the index and who are assigned special projects may earn compensatory time. The denial of compensatory time is not grievable or arbitrable. The assignment to a special project for which compensatory time will be granted must be authorized in writing.
- 15.6 All employees in 24 hour operations must inform their Department, using appropriate call in procedure, as soon as

they know but no later than 3 hours prior to the start of the shift that they will be using a sick day.

All employees in 24 hour operations must contact their Department, according to department policy, at least one (1) hour prior to the start of the shift if they are unable to report to work for reasons other than sick time.

All employees who are not in 24 hour operations must inform their Department, using the appropriate call in procedure, as soon as they know but no later than one (1) hour prior to the start of the shift if they will be absent for any reason.

Staff members who do not provide appropriate notice as defined in this section may be subject to progressive discipline. Exceptions to the notice requirement may be approved by the manager for unforeseeable events, i.e. car accident en route or emergencies. In those cases where the supervisor has had such notice (and except for a bona fide emergency), he/she shall assign overtime work at least one-half hour before the end of the regularly scheduled shift.

15.7 Tier II employees who have been assigned by their supervisors to work and are unable to take an unpaid meal break shall receive overtime at a rate of time and one-half for that time.

# 15.8 UMG Low Acuity Provision:

UCONN Health will have the prerogative to immediately adjust staffing if physician/clinic schedules cannot support the current staffing level. Such adjustment of staffing will take place in the following order:

- 1. Staff may be floated out to other areas in accordance with Section 14.3 or the UMG float agreement, whichever is applicable.
- 2. If floating does not provide the necessary staffing adjustment, staff may be released from their assignments in accordance with the following procedure and order by particular clinic module:
  - a) Volunteers first, according to seniority, by rotation. Employees may use vacation, compensatory time, personal leave or unpaid leave.

If unpaid leave is taken, it will not affect the employee's accruals.

b) If volunteers do not provide the necessary staffing adjustment, then employees will be released in reverse order of seniority, by rotation, using accrued vacation, compensatory, personal leave or unpaid leave time if they so choose.

Staff may be involuntarily released from duty under this provision two times a calendar year to a maximum of sixteen (16) hours per year. If an employee has no compensatory, vacation or personal leave time, their name shall be skipped unless they wish to take unpaid leave. Once they have accrued compensatory, vacation or personal leave time, they may be released. If unpaid leave is taken, it will not affect the employee's accruals.

## Article 16 EVALUATION

This article does not apply to probationary employees.

- 16.1 For the purpose of evaluating an employee, personnel files may be maintained at all administrative levels containing notes, records and other documentation of employee performance; however, at least one (1) complete file shall be available in the employee's department.
- 16.2 No adverse material which has not been discussed with the employee or which is not contained in the complete file may be used in any promotion or disciplinary action.

## 16.3

- a. Evaluations shall be conducted at least once a year and may be conducted at any time deemed appropriate by the supervisor.
- b. All formal evaluations of the performance of an employee will be conducted with the full knowledge of the employee. Employees will be given a copy of any evaluation report prepared by their supervisors and will have the right to discuss such report with their supervisor.

- c. The evaluation shall contain a space for the employee's signature and two (2) boxes, one (1) indicating agreement and the other disagreement with the evaluation. The employee shall check one (1).
- **d.** An employee will be evaluated by a supervisor familiar with his/her performance. The evaluation will be signed by at least one (1) person outside the bargaining unit.
- 16.4 At a mutually agreeable time, employees will have the right, upon request, to review and obtain a copy (at cost) of any and all materials in their files. An employee will be entitled to have a representative of the Union accompany him/her during such review of his/her files. Any adverse written material placed in an employee's file shall be called to the attention of the employee. The employee will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature and date to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee will also have the right to submit a written answer to such material and his/her answer shall be reviewed by the appropriate supervisor and attached to the file copy. Any such answer shall be filed by the employee within thirty (30) calendar days of the date the material is placed in the file.

# 16.5 Persons Who Shall Have Access To the Employee's Files Are:

- a. Individuals within the employee's department with stated job responsibilities relating to the maintenance of personnel files (i.e., personnel officers, the dean, director, or department head, and confidential secretaries).
- b. Other administrative personnel with legitimate reasons may have access through the administrator responsible for the personnel file.
- c. An official representative of the Union, with the written authorization from the employee, may review specific material contained in the file.

16.6 In the event that the employee refuses to sign the material the Union will be notified, the material will be so noted and inserted in his/her file.

# Article 17 DISMISSAL OR OTHER DISCIPLINARY ACTION

The provisions of this article apply to all members of the bargaining unit except probationary employees.

The parties are in agreement that, except in cases of serious misconduct, the dismissal of any employee may occur as the final step in a progressive disciplinary system, only after the rights of the employee to a fair hearing are provided. Cases of serious misconduct may be dealt with through an immediate suspension.

- 17.1 No employee will be disciplined or dismissed without just cause.
  - 17.2 Grounds for dismissal or other disciplinary action:
- a. Documented incompetence or failure to meet satisfactory standards of job performance based on evaluation of his/her performance as defined by the supervisor.
- **b.** Failure to meet educational requirements or to fulfill professional commitments, including certification and licensing, made at the time of employment or called for in a subsequent written evaluation.
- c. Misconduct or insubordination to reasonable directives to the employee, given as direct orders which are not illegal, or clearly dangerous, by his/her supervisor, dean, director or department head. If the employee feels that an order is not part of his/her responsibilities, he/she may request and may receive a written copy of the order. He/she should carry out the order and grieve through the grievance procedure.
- 17.3 Disciplinary actions may include (a) a verbal warning, (b) a written warning, (c) an unsatisfactory evaluation which results in the loss of a pay increase, (d) suspension without

- pay, (e) discharge. Discipline at or below the level of a written reprimand cannot be grieved to arbitration.
- 17.4 In cases where the employee claims that his/her procedural rights under the terms of this article have been violated, the final decision may be appealed to arbitration on procedural grounds only.
- 17.5 A hiring department may, at its option, pass over an employee for transfer or promotion if that employee has received an unsatisfactory service rating within the past year. For the purposes of calculating the year, the date shall be measured from the date the service rating is considered final (i.e. at the end of any grievance proceedings).

# Article 18 PROBATIONARY EMPLOYEES

18.1 A probationary employee is a new bargaining unit employee who has not yet completed at least a six (6) month working test or trial period. The initial probationary period may be extended by the employer, but in no case shall exceed a total of one (1) year. The affected employee and the Union shall be notified in writing of such extension within two weeks of such continuation. The following shall be excluded from the calculation of the probationary period: all leaves of absence without pay; all periods of workers' compensation or sick leave in excess of five (5) working days.

Employees who have previously completed at least a six (6) month working test or trial period who have separated from employment with UCONN Health for other than lay off or non-renewal and return to UCONN Health within six (6) months, shall not be required to serve an additional probationary period unless the separation was involuntary or the result of a negotiated settlement.

For employees hired on or after November 9, 1992, whose assignment authorizations are less than fifty (50) percent, the working test or trial period shall be nine months. If an employee's assignment authorization in the same position increases to fifty (50) percent or more after hiring, time spent in

the nine-month working test or trial period shall count toward the six-month working test or trial period on a prorated basis.

- 18.2 Each new employee shall be offered the opportunity to attend a new employee orientation session offered by the Department of Human Resources. Employees who transfer into the bargaining unit shall, subject to the operating needs of their Department, be allowed to attend the portion of the new employee orientation session conducted by a Union representative to discuss Union matters.
- 18.3 Probationary employees shall have the right to review all materials placed in their personnel file.
- 18.4 Where written evaluations of probationary employees are performed, such evaluations shall be reviewed with the employee prior to being placed in the personnel folder.
- 18.5 In the event that a probationary employee is dismissed before the end of his/her probationary period or is not continued after the final day of the probationary period, he/she shall receive a one (1) week notice or pay in lieu thereof. The one (1) week notice shall not qualify an individual for completion of the working test period. The notification shall not exceed one (1) week beyond the end of the agreed to working test period.
- 18.6 In no case shall the discipline or dismissal of an employee during his/her probationary period or the non-continuation of an employee after the final day of his/her probationary period be grievable or arbitrable under this Agreement.
- 18.7 Employees who bump or return to work from the recall list shall complete a six-month additional probationary period. During such probationary period, the Employer maintains the prerogative to transfer or dismiss said employee for unsatisfactory performance as long as the employee has been provided advance written notice and an opportunity to improve, and such action and decision shall be grievable under the agreement. Employees who are bumped or return to work from recall and are subsequently dismissed under this agreement shall be placed on the recall list for at least an additional six months.

18.8 An employee who transfers during a working test period shall automatically have their working test period begin again as provided in Article 18.1.

# Article 19 HEALTH AND SAFETY

- 19.1 Within available resources, the Employer shall make a reasonable effort to provide security as appropriate and a non-injurious working environment at UCONN Health.
- 19.2 UCONN Health shall abide by the regulations of the Nuclear Regulatory Commission regarding the training of employees who are required to handle radioactive materials.
  - **19.3** Employees who work:
    - a. where radioactive materials are used or stored

and/or

b. where hazardous chemicals are used or stored

and/or

c. where biohazards may exist

shall be given instructions appropriate to their responsibilities regarding such materials, as determined by the immediate supervisor under policies established by UCONN Health. Such policies and practices shall be consistent with those of federal, state, or local regulatory agencies.

- 19.4 UCONN Health and the Union shall jointly issue a flyer cautioning employees about potential hazards. Costs for printing shall be shared equally by the parties.
- 19.5 Upon the written request of the Union and in accordance with Freedom of Information guidelines, UCONN Health shall provide the Union with any industrial hygiene tests, material safety data sheets, safety reports, ventilation and noise control engineering studies or safety related engineering studies prepared by it or on its behalf relating to UCONN Health.
- 19.6 UCONN Health and the Union shall establish a joint Job Health and Safety Education Committee. The Committee shall be comprised of four (4) representatives

designated by the Union and four (4) representatives designated by UCONN Health. The Committee shall do a needs assessment including needs for scheduling of training sessions. The Committee shall meet monthly to review and recommend safety and health measures and/or to propose educational programs. Committee recommendations shall be made by a majority vote of the entire Committee. Recommendations shall be forwarded to the appropriate Executive Council member. The Committee shall be entitled to a written response to its recommendations no later than forty-five (45) days.

- 19.7 Upon the written request of the President of the Union UCONN Health shall provide the Union with lists of hazardous substances regulated by OSHA.
- 19.8 UCONN Health employees shall be permitted to attend safety courses given at UCONN Health, for which release time shall be granted.
- 19.9 UCONN Health and the Union shall establish an Employee Assistance Committee comprised of two (2) representatives for the Union and two (2) representatives for UCONN Health. The purpose of the Committee shall be to recommend improvements in the "EAP" program.
- 19.10 UCONN Health shall make available information on safe and appropriate working/laboratory practices such that any individuals working in areas involving chemical or biohazards may be properly informed.
- 19.11 Facility Closing. Facility closings ordered or authorized in accordance with Policy No. 2001-02 due to severe weather or other emergency will not result in the loss of pay for any employee. Those employees required to work shall receive compensatory time for such work.
- 19.12 In the event UCONN Health institutes any mandatory drug, alcohol, or AIDS screening for all employees, the administration shall notify the Union beforehand and negotiate any impact on wages, hours and conditions of employment.

- 19.13 Staffing Issues Committee. The Union and UCONN Health shall establish a joint Staffing Issues Committee. Each party shall appoint four (4) members to this committee. The committee shall meet monthly, if needed. The committee shall review staffing issues, complaints and data, and recommend ways to resolve staffing problems.
- 19.14 Ergonomics. UCONN Health will continue its practice of evaluating ergonomic hazards and recommending interventions. Every six (6) months, management will provide the Union with documentation of all completed ergonomic evaluations, identifying the specific department, the job title, the date of the evaluation and indicating whether the recommended interventions have been implemented. Such documentation will also provide reasons why recommendations (if any) were not followed. Application of this provision will be in accordance with state and federal law. Personally identifiable information will not be provided unless permitted by law.

# Article 20 LAYOFFS

- **20.1** From July 1, 2017 through June 30, 2021, there shall be no loss of employment for any bargaining unit employee hired prior to July 1, 2017, including loss of employment due to programmatic changes, subject to the following conditions:
  - **a.** Protection from loss of employment is for permanent employees and does not apply to:
    - i. employees in the initial working test period;
    - ii. those who leave at the natural expiration of a fixed appointment term, including expiration of any employment with an end date;
    - iii. expiration of a temporary, durational or special appointment;
    - iv. non-renewal of a non-tenured employee (except in units where non-tenured have permanent status prior to achieving tenure);
    - v. termination of grant or other outside funding specified for a particular position;
    - vi. part-time employees who are not eligible for health insurance benefits.

- b. This protection from loss of employment does not prevent the Employer from restructuring and/or eliminating positions provided those affected bump or transfer to another comparable job in accordance with the terms of the SEBAC 2017 Implementation Provisions. An employee who is laid off under the rules of the implementation provisions because of the refusal of an offered position will not be considered a layoff for purposes of this Agreement.
- c. The Employer is not precluded from noticing layoff in order to accomplish any of the above, or for layoffs effective after June 30, 2021.
- **20.2** This Article does not refer to probationary employees.

Non-renewals or failure to be reappointed after an end-date shall be considered a layoff under this Article, but shall not cause a prior notice to be sent to the Union as required for other layoffs. Notice of layoff due to a non-renewal shall be in accordance with section 20.9. Employees in Research job titles shall be considered grouped under their principal investigator, unless the grant or contract is a program project or UCONN Health grant, in which case he/she shall be grouped under the subproject director for consideration of lay off including non-renewals, seniority and bumping under Section 20.4.

At least ten (10) days prior to the decision by UCONN Health administration to reduce staff through layoffs, the Associate Vice President for Human Resources or designee will meet with the President of the Union or designee to discuss the anticipated layoffs.

At this meeting, bumping options and/or known vacancy options for each person laid off will be discussed.

Once notified, all employees impacted by layoff or non-renewal will be scheduled to meet with a Human Resources designee to discuss their rights under this Article. A union representative may be present at this meeting.

- **20.3** In all cases requiring the termination of professional staff, primary consideration shall be given to UCONN Health's responsibility to offer an appropriate range of services and to carry out its mission.
- 20.4 In all cases it is understood that layoffs shall be compatible with UCONN Health's affirmative action policies and take into consideration the qualifications of the employees and the needs of the program or grant.

# **Layoff Selection**

20.5 When layoff becomes necessary, UCONN Health will identify the specific position[s] to be eliminated in a Department. Layoffs shall be done in this manner within two separate categories of employees: those whose assignment authorizations are fifty (50) percent or more and those whose assignment authorizations are less than fifty (50) percent.

# 20.6 Bumping.

If the person occupying a position identified for layoff is a permanent employee, they may elect to exercise bumping rights, if available. For purposes of bumping, full time and part time employees working at least fifty percent (50%) shall be considered within the same category, and part time employees working less than fifty percent (50%) in a separate category. To exercise bumping rights, the employee must assume the work schedule and hours of the person to be bumped.

If the employee targeted for layoff is not the least senior employee in that job title in that Department, they may bump the least senior employee in the same job title in the same Department, provided they meet all special requirements for the position as stated in the current internal department job description.

If the employee targeted for layoff is the least senior employee in the job title in that Department, if they are the sole employee in that job title in that Department, or if they are a bumpee, they may bump the least senior employee in any lower level of their job series in the same Department provided they have more seniority than the bumpee and meet all special

requirements for the position as stated in the current internal department job description.

If an employee is prevented from bumping because they do not meet the special requirements for a position, and there are other employees in the job title or series in the Department less senior than the employee, the employee may bump the next least senior employee if they meet all special requirements for that position as stated in the internal department job description.

When all Department options have been exhausted, the employee identified for layoff may bump the least senior employee in the job title or, if none, in any lower level of their job series within the same Division if they have more seniority than the bumpee and meet all special requirements for that position as stated in the current internal department job description.

Bumping option(s) will be given to the employee within seven calendar days of the written notification of position elimination provided to that employee. An employee who has a bump available must provide written notice of whether they elect to exercise those rights within seven calendar days of notice of their bumping option(s). The election shall be binding on the employee and failure to elect shall constitute a waiver of bumping rights. A permanent employee who is bumped shall have the same rights as an employee who is laid off, except that a bumpee shall receive as much notice as possible, but not less than two (2) weeks. However, a bumpee shall not be terminated during the notice period the initial targeted employee received.

20.7 Bumping Procedure. Once the bumping options have been given to the noticed employee, the options shall be set, as long as there are no discrepancies in either employee's seniority date. However, if a permanent employee has no bumping options at time of notice and does have an option at time of layoff, they shall be given the bumping option.

If during the notice period a least senior employee is identified, the bumped employee, if permanent, will have bumping rights to the least senior employee's job.

Union/Management will try to resolve all issues before presenting options to laid off employees. All laid off employees and non-renewed employees will have an opportunity to meet with Human Resources in accordance with this Article.

When non-research titles are non-renewed, UHP shall be given the 10 day notice of layoff as referenced above.

Human Resources will send a memorandum to UHP if there are no bumping options for each Research title non-renewal.

All known vacancy options will be presented to the laidoff employee during the notice period, unless they have already accepted another vacancy in their same salary grade.

An employee who bumps into a lower job title shall be paid at the step in the new salary grade which is closest to but not more than her/his salary in the eliminated position.

20.8 Recall. For a period of 1 year an employee who has been laid off shall be entitled to be recalled into any vacancy in the job title which he/she held prior to layoff or any vacancy for which he/she meets the minimum qualifications including any special qualifications listed on the job posting. Employees shall be removed from the recall list if they reject three job offers from UCONN Health.

If UCONN Health ends external recruitment efforts with no outside applicants for a position meeting the special qualifications listed on the posting and therefore is unable to hire a fully qualified candidate, employees on the recall list who meet the minimum qualifications as listed on the job description shall be offered the position, provided no additional training would be required by the recalled employee as compared to an external applicant.

The provisions of Article 10 shall not apply if there is an employee on the recall list who meets the minimum qualifications for a position, as well as any special qualifications listed on the posting, who has not refused the position.

An employee who bumps down to avoid layoff or is forced to change his/her percent employment to avoid layoff shall

be considered on the recall list for all positions within his/her original job title.

Employees who meet the minimum qualifications and any special qualifications listed on the posting for a position shall be selected from the recall list based upon seniority.

- 20.9 Any employee so recalled shall have five (5) business days in which to accept such an offer. Notice of recall shall be sent to the laid off employee, certified mail, to the last known address or e-mailed with return receipt if such e-mail address is known.
- **20.10** If an employee is laid off and recalled to the same job title, their salary shall be the same as if they weren't laid off.

If an employee is laid off and recalled to the same salary grade, their salary shall be the same as if they were not laid off.

For all other recalls, the employee shall be placed on the step closest to without being more than the salary they had at time of layoff.

**20.11** Members of the bargaining unit whose assignment authorizations are at least fifty (50) percent shall be entitled to written notice of layoff according to the following schedule:

After six (6) months....two (2) weeks After one (1) year....six (6) weeks After five (5) years....twelve (12) weeks After ten (10) years....sixteen (16) weeks

In the event of elimination of a part-time position with an assignment authorization of less than fifty (50) percent, an employee who has been employed by UCONN Health for at least one (1) year, in a bargaining unit position, shall receive at least four (4) weeks notice of termination.

**20.12** In addition to notice of layoff as outlined above, Research Assistants and Associates whose assignment authorizations are at least fifty (50) percent shall be entitled to notice of non-renewal according to the schedule\* in 20.9.

\*This schedule shall not apply if the term of appointment is shorter than the notification period.

A Research Assistant or Associate whose assignment authorization is less than fifty (50) percent, and who has been employed by UCONN Health for at least one (1) year in a bargaining unit position, shall receive at least four weeks notice of termination in the event of non-renewal of appointment.

- 20.13 For the purpose of determining seniority, service shall be calculated in accordance with Article 27.
- 20.14 Dismissal for cause is not subject to the above schedule.

## Article 21 BENEFITS

**21.1 Retirement.** All benefits currently in effect shall remain in effect until or unless superseded.

## 21.2 Medical and Other Benefits.

a. All medical insurance, longevity as modified by the OJE agreement and tuition waiver benefits currently in force at the time of this Agreement shall remain in force, except as follows:

Tuition Waiver: An employee whose assignment authorization is less than fifty (50) percent shall not be entitled to tuition waiver benefits.

Medical Benefits: Any employee who is hired on or after March 1, 1996, with an assignment authorization of less than fifty percent (50%) shall not be eligible for employer paid medical benefits. Any employee who is hired on or after March 1, 1996, with an assignment authorization of fifty percent (50%) or more and whose employment authorization subsequently drops below fifty percent (50%) for such time set forth in Section 1.3 shall not be eligible for employer paid medical benefits while working at the reduced level.

employee Any who has been employed continuously (as defined in Article 27 regarding seniority accruals) on and prior to March 1, 1996 and who has been enrolled in the medical benefit plan on and prior to that date, shall continue to be eligible for employer paid medical benefits on the same basis as employees whose assignment authorization is fifty percent (50%) or greater. Any employee who has been employed continuously on and prior to March 1, 1996, and who has been enrolled in the medical benefit plan on and prior to that date shall continue to be entitled to employer paid medical benefits even if his/her employment authorization drops below fifty percent (50%).

As used in this Agreement, "employer paid medical benefits" refers to the medical benefit plans available through, and the employer contribution rates specified in the agreement between the State and the coalition of State employee unions pursuant to Conn. Gen. Stat. Section 5-278(f). This Agreement is subject to any modification which may occur as the result of negotiations over that agreement between the State and the coalition of State employee unions pursuant to Conn. Gen. Stat. Section 5-278 (f).

**b.** Employees in the bargaining unit whose assignment authorizations are at least fifty (50) percent and who are in TIAA/CREF shall receive disability insurance coverage under the same disability policy as is provided to UCONN Health faculty.

Effective on or about January 1, 1991, the long-term disability insurance plan shall be extended to all other members of the bargaining unit whose assignment authorizations are at least fifty (50) percent, and referenced in Section 11.3c.

c. All employees may elect group life insurance, with payment by payroll deduction. Such coverage shall be approximately \$4,000 more than the employee's annual salary, as set forth in UCONN Health's Employee Benefits handbook (revision of 12/88), with a maximum of \$38,000.

In addition to this life insurance coverage, optional group life insurance may be purchased by an employee. Coverage of up to an additional \$50,000, in increments of

\$5,000, may be purchased. The actual cost of optional coverage shall be fully borne by the employee, and paid by payroll deduction in the amounts determined by UCONN Health. Optional life insurance coverage shall not be included when calculating the amount of reduced life insurance coverage due upon retirement.

#### 21.3 Travel.

- a. Within the funds appropriated, the Board of Trustees shall have full authority to allocate funds to travel and to authorize the expenditures of such funds for out-of-state travel under the authority of the President or his/her designee.
- **b.** Mileage reimbursement shall correspond to the rate determined by the U.S. General Services Administration, said figure to be readjusted within thirty (30) days of readjustment by the U.S. General Services Administration.
- c. Any employee who qualifies for a reimbursable meal shall be compensated at the faculty rates for breakfast, lunch and dinner. Taxes on meals shall be fully reimbursed. Gratuities shall be reimbursed to a maximum of fifteen percent (15%) of the allowable meal maximum.

#### 21.4 Tuition Reimbursement.

a. Current tuition pool shall be increased by the agreed upon general wage increase for each year of the contract.

The parties shall establish a joint committee to review the rules and methods regarding the distribution of tuition reimbursement funds. This committee shall attempt to amend the current rules to ensure greater fairness of distribution.

b. Tuition will be reimbursed at the rate of one hundred percent (100%) for courses taken at the University of Connecticut and for courses taken elsewhere seventy-five percent (75%) of the UConn rate or the rate at the school he/she attends, whichever is less.

All part-time employees shall be eligible for pro rata tuition reimbursement in accordance with the established rules and procedures for tuition reimbursement.

- c. For professionally related courses which a principal investigator or a supervisor outside the bargaining unit requires an employee to take, <u>all</u> tuition shall be reimbursed provided the employee successfully completed the course.
- **d.** Any grades not available in one (1) year may be submitted and paid for in the next year.
- e. An employee shall be eligible for up to \$450.00 per year to attend conferences and workshops.

An employee whose assignment authorization is less than fifty percent (50%) shall be eligible for a pro rata share of the \$450.00 per year maximum (i.e., not more than \$225.00 per year), but the minimum amount of reimbursement for any one conference or workshop shall be \$35.00.

- **21.5 Disability.** If a Tier II staff member is injured by a patient he/she shall receive disability compensation benefits at the same level authorized for other state facilities in Section 5-142(a) of the Connecticut General Statutes.
- 21.6 Members of the bargaining unit shall be eligible for pension benefits in accordance with the pension agreement negotiated by the State Employees Bargaining Agent Coalition (SEBAC).
- 21.7 Adoption Stipend. An employee who submits adoption certification to Human Resources shall receive a stipend of \$1,000 per child. Spouses or domestic partners, both of whom are employed by UCONN Health shall receive one stipend per child.
- **21.8** Employee Tuition Waiver at the University of Connecticut. The University shall provide a waiver of tuition and a partial waiver of credit fees equivalent to tuition for all undergraduate and graduate courses on a space available basis. The availability of space shall be determined on the first day of class for tuition based classes. For classes paid for on a credit fee

basis, space availability shall be determined on the second day of classes. Intercession, summer school, and laboratory classes are specifically excluded. To qualify for a graduate student waiver the UHP member must either be a matriculated student or the class must be work related. There shall be no waiver for the General University Fee or any other fees except as noted above.

#### Article 22 PRINTING AGREEMENT

- **22.1** The Union and the Employer shall have printed at least four thousand (4,000) copies of this Agreement and the cost of such printing shall be shared equally by the Union and the Employer.
- **22.2** The Union shall distribute one (1) copy to each member of the bargaining unit. Each new employee shall be given one (1) copy of this Agreement.

#### Article 23 MISCELLANEOUS

- 23.1 Representatives of the Union and the Administration shall meet at least once a month to discuss matters of professional concern including contemplated layoffs, reduction in services, and/or matters relating to the implementation of this Agreement.
- 23.2 The Board of Trustees shall carry out the commitments contained herein and shall amend its regulations and take such other action as may be necessary in order to give full force and effect to the provisions of this Agreement.
- 23.3 Individual merit awards or the lack thereof are not grievable or arbitrable under 6.1a.
- 23.4 All prior Memoranda of Agreement not incorporated into this Agreement are null and void.
- **23.5** UCONN Health Administration shall provide the Union with a list of merit awards.

- 23.6 All unit members shall, upon written request to UCONN Health, be provided a copy of their job description.
- 23.7 Research Assistants and Associates. The parties agree that a letter describing conditions of appointment and funding will be given to new Research Assistants and Associates by the Principal Investigator. Copies of this signed letter will be provided to the Union.
- 23.8 Referral Bonus. Management maintains the prerogative to determine the need for and implement referral bonuses as a means of accomplishing its recruiting objectives. Postings will indicate whether a referral bonus will apply to any particular position. If a bargaining unit member refers an individual to UCONN Health and the individual is hired and completes his or her probationary period, the employee who made the referral will receive up to a \$2,000 lump sum bonus (not to become part of base). The bonus will be paid at the successful completion of the new employee's probationary period. UCONN Health will notify the UHP President prior to such posting.

#### Article 24 SAVINGS CLAUSE

- 24.1 If any provision of this Agreement is, or shall be found to be contrary to law, such provision shall not be applicable except to the extent permitted by law. Any substitute action shall be subject to consultation and negotiation with the Union.
- 24.2 In the event that any provision of this contract is, or shall be found to be contrary to law, all other provisions of the Agreement shall continue in effect.

#### Article 25 ZIPPER CLAUSE

- 25.1 This Agreement constitutes the complete and entire agreement between the parties and concludes collective bargaining for its term.
- 25.2 The parties acknowledge that during the negotiations each had the unlimited right to make demands and proposals. Therefore, unless the parties mutually agree to re-

open, both parties for the duration of this Agreement voluntarily and unqualifiedly waive the right to bargain collectively with respect to any subject not covered in this Agreement even though such subjects may not have been contemplated by the parties at the time they negotiated or signed this Agreement.

#### Article 26 SALARY

Employees on the regular payroll who are twenty percent (20%) or more shall receive a prorated share of salary for time worked.

During year 2 (July 1, 2017 – June 30, 2018) of this Agreement, the Employer shall deduct the value of twenty-four (24) hours of pay on a proportionate basis from employees' biweekly compensation in order to achieve the financial savings for the agreed upon three (3) furlough days.

It is not feasible for all employees to take certain fixed days as their furlough days and it is necessary to have flexibility to assign alternate dates as furlough days. For those areas that can reasonably assign bargaining unit employees one or more fixed furlough days, when assigning days, unless notice is waived by mutual consent of the employer and the employee, the employer shall give the employee at least two (2) weeks' notice of each designated furlough day. Absent extenuating circumstances, once an employee has been notified of a designated furlough day, it shall not be unilaterally changed by management. The scheduling of such furlough days shall be with the goal of avoiding any additional cost to the Employer and the need to schedule replacement coverage. If an employee elects not to take one or more furlough days, the Employer is under no further obligation to provide any alternate furlough days under this Agreement.

The Employer may designate days that best suit the needs of the Employer, as determined by the Employer.

For those areas that cannot assign bargaining unit employees one or more fixed furlough days, the employees in such areas will be permitted to take twenty-four (24) hours off without loss of pay, to be scheduled with advance notice by employees and approval by management similar to vacation days.

- **26.1** Effective July 1, 2016, the salaries in effect on June 30, 2016 under each step and for each salary group shall remain unchanged. Also, there shall be no step movement or payments for individuals who were at their top step.
- **26.2** Effective July 1, 2017, the salaries in effect on June 30, 2017 under each step and for each salary group shall remain unchanged. Also, there shall be no step movement or payments for individuals who were at their top step.
- 26.3 A \$2,000 one-time payment, which shall be prorated for part-time employees (not added to base salary), shall be made to each employee hired on or before December 31, 2017, payable in July of 2018 for the July 1, 2018 June 30, 2019 fiscal year. Also, there shall be no salary increase, step movement or payments for individuals who were at their top step.
- 26.4 Effective in the pay period beginning July 5, 2019, the salaries in effect on July 4, 2019 under each step and for each salary group shall be increased by three and one-half percent (3.5%). Also, employees hired on or before December 31, 2018 shall receive step increments, where applicable, or a top step payment of \$750 (not added to base salary), provided the employee has not received an unsatisfactory evaluation.
- 26.5 Effective in the pay period beginning July 3, 2020, the salaries in effect on July 2, 2020 under each step and for each salary group shall be increased by three and one-half percent (3.5%). Also, employees hired on or before December 31, 2019 shall receive step increments, where applicable, or a top step payment of \$750 (not added to base salary), provided the employee has not received an unsatisfactory evaluation.
- 26.6 The above increases shall not prevent UCONN Health Administration from awarding additional monies to employees in recognition of meritorious performance using the criteria in Appendix 1 as supplemented by the OJE agreement between the parties. Any merit increase for any individual shall be awarded no more than once per calendar year either as a step

increase on the appropriate salary schedule or as a lump sum bonus.

Similarly, nothing in this section should be interpreted to mean that UCONN Health Administration cannot increase salaries to meet competition or market demands at any time throughout the year with prior negotiations with the Union. This provision is supplemented by the SCOPE master agreement, paragraph "I", 1-3.

#### Article 27 SENIORITY

- 27.1 Seniority shall be defined as an employee's length of service at UCONN Health and its predecessor.
- 27.2 An employee's seniority shall accrue during the following periods:
  - 1. Military Leave
  - 2. Paid Leave
  - 3. Workers' Compensation
  - 4. Disability Leave
  - 5. Maternity Leave
  - 6. Any Other Authorized Leave
- 27.3 If recalled to employment within one (1) year, an employee's seniority as of the time of the layoff shall be restored.
- 27.4 Part-time employees shall accrue seniority on a prorated basis.
- 27.5 The following categories of Union officials shall have superseniority within their department: Committee Chairs, Stewards, and Executive Board Members. The total shall not exceed thirty (30) people. Superseniority shall be for layoff and recall purposes only.

#### Article 28 DURATION

This Agreement shall be in full force and effect from July 1, 2016 through June 30, 2021. All other terms in the contract

represent the complete and final agreement between the parties. The parties may, by mutual agreement, extend the life of this Agreement beyond June 30, 2021 for a period not to exceed one (1) year.

During the life of this Contract the parties agree that any errors or omissions made in the agreed upon language for the University Health Professionals Agreement will be corrected between the parties.

#### Article 29 NURSING CLINICAL LADDERS

29.1 Nurses who meet the criteria of advancement up the clinical ladder shall receive salary increases. Effective October 13, 2006, the job titles and incumbents in the clinical ladder shall be placed in salary groups as follows, using the step to step method:

CN 1: Salary Group 6 CN 2: Salary Group 7 CN 3: Salary Group 8 CN 4: Salary Group 9

Nurses who fail to maintain the criteria for their particular level as demonstrated during the annual performance evaluation process will be demoted to the appropriate level, and their salaries will be adjusted accordingly.

New nurses hired into the Clinical Nurse Advancement system who have a minimum of one year working in that specialty area will be automatically placed at the Clinical Nurse 2 level. For new nurses hired into the Clinical Nurse Advancement system at the Clinical Nurse 1 level, (defined as novice nurses, or experienced nurses working in a new specialty area), the time frame for movement in the clinical advancement program shall be no more than one year of employment.

29.2 The parties agree to explore the concept of a clinical ladder advancement program for clinical nurses in outpatient areas.

#### Article 30 SPECIAL PAYROLL

- 30.1 Special Payroll shall only be used to provide for payment of personal services for the following types of employees:
- a. Temporary or part-time employees who are paid on a continuing or recurring basis for no more than 12 months in any two year period.

Continuation of temporary services by an individual beyond this time will be considered in extraordinary circumstances, on a case by case basis for up to, but not more than six additional months.

For continuation of service of more than 12 months, in a two-year period an approval by the appropriate Dean and Department Head is required.

- b. Retired State employees who are employed for specific purposes related to their expertise where an employer/employee relationship exists and who will not exceed the statutory limitation on their retirement status.
- **c.** State employees that are to be employed as a temporary "secondary position," in accordance with Public Act 87-253 (dual employment).
- d. These time limitations shall not apply to per diem nurses used in accordance with the PRN agreement reached between the parties or other categories of employees that the parties agree to exempt.
- e. UCONN Health shall notify the Union quarterly of the Special Payroll positions which contain a majority of duties that would otherwise be performed by a UHP bargaining unit member.

Special Payroll shall not be used to circumvent a full time position count (FTE) or the regular salary payment process.

### Article 31 GRANT FUNDED EMPLOYEES

The Union shall be sent a copy of all non-renewal letters at the time the notification of non-renewal is given to the affected employee.

#### Article 32 NO LOCK-OUT

During the life of this Agreement, there shall be no lockout of employees.

#### Article 33 SUBCONTRACTING

- 33.1 The employer has the discretion and right to establish contracts or subcontracts for UCONN Health operations in accordance with the language that follows below.
- 33.2 If a current bargaining unit member is performing the service to be contracted, the Director of Labor Relations (or designee) will meet with the President of the Union (or designee) at least ten days prior to the implementation of a contracted or subcontracted arrangement to discuss the anticipated contracted or subcontracted arrangement. Such discussions will not be considered mid-term bargaining. The following two options exist after UCONN Health has met with the Union:
- a. If the affected employee is offered a transfer to the same or similar position which he/she is reasonably qualified to perform, with no reduction in pay or benefits, then UCONN Health may procure the services of or otherwise utilize individuals outside the bargaining unit to perform such work. If this situation occurs, the employee shall choose either to accept the transfer to the same or similar position, which he or she is reasonably qualified to perform, with no reduction in pay or benefits, or choose to accept a layoff with all contractual benefits so associated:
- b. If it is not possible to transfer the employee to the same or similar position in the bargaining unit under paragraph 2(a) above, and if the employee agrees, and if the employer trains

the employee for a position which reasonably appears to be suitable to the employee based upon that employee's qualifications and skills, and if there is no reduction in pay during or after the training period, then the employer may procure the services of or otherwise utilize individuals outside the bargaining unit to perform such work. If the employee rejects the offer to be trained for a new position which reasonably appears to be suitable to that employee, then that employee will continue to serve in the bargaining unit position he or she was serving in and perform the work he or she was performing;

- c. During the life of this Agreement, no permanent employee will be laid off as a direct consequence of the exercise of the employer's right to contract out or subcontract bargaining unit work;
- **d.** The UHP President or designee shall be present at all meetings with employees convened under sections 2(a) or 2(b) above.
- 33.3 If the service to be contracted or subcontracted is not currently performed by the bargaining unit, and UCONN Health embarks upon a new venture, then UCONN Health has the discretion and right to establish contracts or subcontracts for such service(s). For purposes of this provision, a new venture means a defined department, division or program which is governed and operated by the contractor or subcontractor, wherein the services being performed by under the new venture are performed by employees of the subcontractor or contractor, and such new venture has never been a UCONN Health department, division, or program. The contractor or subcontractor may utilize ancillary UCONN Health services (i.e. booking, billing, etc.) Bargaining unit members providing services to contractors or subcontractors under this provision will be protected by and governed by the collective bargaining agreement.
- 33.4 When the service to be contracted or subcontracted is bargaining unit work and the contracting out or subcontracting will not create a situation where a bargaining unit member is working side by side and performing the same job/services as an individual who is not a member of the bargaining unit, then UCONN Health has the discretion and right to establish contracts or subcontracts for such service(s).

33.5 The provisions of this Article shall expire automatically upon implementation of the successor collective bargaining agreement.

## 33.6 Implementation Possibilities Under The New Subcontracting Article/Examples

- If the service/work to be performed is not bargaining unit work, then UCONN Health may obviously establish contracts or subcontracts with individuals or entities to perform such a service(s) or work.
- If the relevant service or work is clearly outside the domain or jurisdiction of the UHP, then UCONN Health has unfettered prerogative to establish contracts or subcontracts.
- If UCONN Health acquires a physician's practice the physician becomes a UCONN Health employee the physician's staff becomes UCONN Health employees if the staff would be performing UHP bargaining unit work then the staff would be UHP members governed by the collective bargaining agreement the parties have agreed that if no one is on recall, the contractual posting requirements will be waived automatically. However, any vacancies in the acquired positions would be filled in accordance with the collective bargaining agreement. If someone is on recall, Article 20 will apply.
- If UCONN Health affiliates with a physician's practice (does not acquire) physician does not become a UCONN Health employee the physician's staff do not become UCONN Health employees if staff are performing work performed by UHP members no UHP jurisdiction and UHP will not challenge.
- If UCONN Health embarks upon a new venture, it may establish contracts or subcontracts in accordance with paragraph 3 of the new contract language.
- If the service(s)/work is bargaining unit work and current employees are performing that work and the

employees are transferable under paragraph 2(a) — such service or work can be subcontracted unilaterally under paragraph 2 (a). In addition, such subcontracted or contracted arrangement can be expanded and UHP will not challenge.

• If the service(s)/work is bargaining unit work — and current employees are not "transferable" — then paragraph 2(b) of the new language applies. Under this scenario, the individual who rejects the offer to be transferred/retrained will continue to occupy the bargaining unit position he/she occupied and perform the work he/she performed. In addition, the exercise of the prerogative to subcontract under 2(b) cannot create a situation wherein a member of the bargaining unit is working side by side, performing the same services as an individual who is not a member of the bargaining unit.

#### Article 34 SUCCESSORSHIP

UCONN Health shall include as a condition of sale or transfer of its ownership a disclosure that the purchaser may be deemed a legal successor. If UCONN Health sells or transfers its ownership in part or in its totality, and the purchaser/transferee is deemed a legal successor (as defined by statute and/or common law, such factors are specified in a side letter as they exist today and will be automatically modified as they change), such purchaser/transferee will be obligated to recognize and bargain with the UHP bargaining unit in accordance with the legal obligations and responsibilities of a successor. If UCONN Health sells or transfers its ownership in part or in its totality, all affected employees shall be entitled to their contractual rights. Nothing in this article shall supersede or in any way impact the subcontracting article or the savings clause. Nothing herein shall operate to impose the terms and conditions of this article or this Agreement on any employees not includable in the bargaining unit described in Article 1 of the Collective Bargaining Agreement between UCONN Health and the UHP. This Article shall apply only to transactions involving a private sector purchaser/transferee.

In determining whether an entity is a legal successor, the following elements or factors are currently applied:

- 1. substantial continuity of the identity in the business enterprise;
- 2. continuity of the workforce;
- 3. continuity of the employing industry;
- 4. continuity of the appropriate bargaining unit
- 5. the effect of a hiatus between the transaction and the commencement of operations.

The above given factors are defined specifically through the common law and will be automatically modified as they change.

#### MEMORANDUM OF AGREEMENT VACATION REQUESTS FOR UHP MEMBERS IN THE CREATIVE CHILDCARE CENTER

During the first two weeks of September, UHP members in the Creative Childcare Center will submit requests for up to two weeks (ten work days) of vacation during the following calendar year. These requests will be granted in seniority order, except that requests for a full work week (Monday through Friday) will take precedence over requests for less than a full work week. Each request for a full work week will be considered a separate request, as will requests for less than a full work week. Parttimers need only request their entire work week to have their requests considered as full-week requests.

The Creative Childcare Center Director will respond to these vacation requests in writing by the end of September. During the summer months, at least two staff members at a time will be permitted to take vacation leave. The Center Director will cooperate to try to allow two staff off during the rest of the year, and will do her best to insure that each employee gets to take two weeks vacation each year. Employees whose requests cannot be granted will be placed on a "waiting list" which will be considered in order by date submitted.

All other vacation leave requests will be handled in accordance with the UHP contract, except that additional requests for the following calendar year will not be permitted any earlier than October 1<sup>st</sup> of the preceding year.

Seniority for the purposes of this Agreement shall be calculated as stated in Article 27, as of August 15<sup>th</sup> of each year (except for September, 2004, for which seniority will be as of August 19<sup>th</sup>). Ties in seniority date will be broken by the following method: alphabetically by the last name, with the lowest letter the most senior in the 2004 selection process. In 2005 and subsequent years, if this agreement is continued, seniority shall rotate alphabetically among those tied.

Original signed 9/2/04

#### MEMORANDUM OF AGREEMENT CERTIFICATION BONUSES

The parties hereby agree as follows:

- 1. All registered nurses employed by John Dempsey Hospital who possess or acquire Professional Nursing Certification after hire shall be eligible for a Certification Bonus of \$500.00 as a one time lump sum payment, not added to base salary, effective the start of the first pay period in April or October following written notification of certification and two (2) years continuous employment in the John Dempsey Hospital as a Registered Nurse. All Professional Nursing certifications must be approved in advance by the Director of Nursing or designee in order to be eligible for payment of this Bonus.
- 2. Medical Technologists and Clinical Laboratory Supervisors employed in the Department of Laboratory Medicine who acquire ASCP Certification after hire shall be eligible for a Certification Bonus of \$500.00 as a one time lump sum payment, not added to base salary, effective the start of the first pay period in April or October following written notification of certification to UCONN Health.

- 3. All Radiologic Technologists who have successfully completed their probationary period and the advance practice examination in their primary designated area of assignment as conducted under the authority of the American Registry of Radiologic Technologists (ARRT) shall be eligible for a Certification Bonus of \$500.00 as a one time lump sum payment, not added to base salary, effective the start of the first pay period in April or October following written notification of certification to UCONN Health.
- 4. Poison Information Specialists who become certified while employed by UCONN Health shall receive a certification bonus of \$500.00 as a one time lump sum payment, not added to base salary. This payment will be made as soon as possible following written notification to UCONN Health that a passing grade has been achieved.
- 5. All currently employed Clinical Nurse II's and APRN's hired prior to January 2004, employed by UCONN Health in the Department of REI/IVF (The Center for Advanced Reproductive Services) who achieve registration as a Registered Diagnostic Medical Sonographer (in OB/GYN specialty) through the American Registry of Diagnostic Ultrasonographers (ARDMS) while employed at UCONN Health, shall be eligible for a Registration Certification Bonus of \$500 as a one time lump sum payment, not added to base salary. This payment will be made as soon as possible following written notification to UCONN Health that registration has been completed.
- 6. All employees in the Department of Medical Staff Services who have successfully completed their probationary period, are directly involved in credentialing activities for the John Dempsey Hospital and the University Medical Group, and have acquired certification as a Certified Provider Credentialing Specialist (CPCS) or Certified Medical Credentialing Specialist (CMCS) shall receive a Certification Bonus of \$500 as a one time lump sum payment effective the first pay period following written notification to UCONN Health that certification has been awarded.

- 7. Employees certified as Registered Cardiovascular Invasive Specialist shall be eligible for a Certification Bonus of \$500.00 as a one time lump sum payment, not added to base salary, effective the start of the first pay period in April or October following written notification of certification.
- 8. In the above certification areas where continuing education is required to maintain certification, \$100 per year will be provided to each employee who successfully maintains said certification.
- 9. The parties agree to discuss adding other job titles to this list if certification issues arise.

These agreements are without precedent for either party in any pending or future situation. Originals signed 5/95, 8/14/95, revised 3/06.

# MEMORANDUM OF AGREEMENT DEPARTMENT OF INFORMATION TECHNOLOGY ON CALL

This Agreement is to provide needed IT expertise to support UCONN Health systems as designated by management as requiring 24/7 coverage. At present these systems include IDX, Siemens Pharmacy/Radiology, Network, Server and Interface. In the upcoming year, it is expected that eHIM, POE and UMG EMR systems will be added. In the future, it is likely that other systems will be added that will need this support.

- At least 60 days prior to the start of on call coverage in an area, UCONN Health will provide written notice to current employees and the Union as to who will be affected.
- New employees to an on call area will be integrated into the on call schedule as soon as management determines they are properly trained.
- On call schedules will be posted at least 4 weeks in advance.

- Volunteers may sign up for coverage for the first week the schedule is posted. Management will equitably distribute on call among qualified volunteers.
- If there are no volunteers after the first week, on call coverage will be assigned by management to employees with appropriate skills. On call coverage will be rotated by seniority among these employees. Employees may be assigned call no more than once every three weeks.
- On call responsibility will be on a weekly basis, with the week coinciding with the pay week, Friday to Thursday.
- Employees placed on call will be provided with a cell phone, beeper, and other necessary means of providing remote support.
- Manager to call phone numbers will be provided for the on call schedule.
- An employee is responsible for doing their assigned on call unless they find an appropriate replacement and have advance approval of their manager for the change.
- Employees may swap or volunteer for another employee's call time, with the advance approval of their manager.
- The parties will review this on call system at monthly labor-management meetings and agree to discuss issues as they arise.

#### **Compensation and Response Time:**

- Employees who volunteer to be on call will be paid a flat rate of \$500 per week for carrying the pager. Employees who are assigned to be on call will be paid a flat rate of \$300 per week for carrying the pager.
- The on call employee will be expected to return a page/call as soon as possible but within 20 minutes and must begin work on the problem, remotely or on

- site as necessary, within 1 hour of receiving the original page.
- Time worked on site or from a remote location will be compensated as straight time compensatory time.
- Employees will receive a minimum of one hour compensation for the first call they receive each on call day. After the first call, employees working from a remote location will receive compensation for the actual time they work.
- If the employee works on site, a minimum of 2 hours will apply.
- Employees who work on a major holiday will be compensated in accordance with the provisions of Article 8.4a.

Effective 7/1/06

#### MEMORANDUM OF AGREEMENT DEPARTMENT OF LABORATORY MEDICINE

#### SCHEDULING PRACTICES

In order to fill a schedule (prior to the schedule being posted), the following guidelines will be used:

- A Schedule List will be developed and posted with part-time and full-time Medical Technologists I and II who are cross trained in the areas in reverse seniority order (least senior first).
- Any open shifts will be posted for volunteers.
- If an employee volunteers to fill an open shift, their name will be removed from the Scheduling List.
- If there are no volunteers, the order of the scheduling list will be used to cover any open shift as long as the employee does not exceed their FTE.
- Open shifts that remain that management determines need to be filled will be posted and filled in accordance with the procedure outlined in Article 14.15.

After the schedule is posted, the following guidelines will be used for unanticipated absences:

• When an open shift occurs volunteers will be solicited.

• If there are no volunteers, and management determines the shift needs to be filled, the Urgent Shift Availability (USA) procedure in Article 15.3 may be used. No credit will be given on the scheduling list for these shifts.

given on the scheduling list for these shifts.

• If there are no volunteers and no one has signed up for USA and the shift needs to be filled to provide coverage, the

emergency coverage policy will be invoked.

#### VACATION SCHEDULING

The parties agree the year for vacation scheduling purposes shall begin on May 1<sup>st</sup> and end on April 30<sup>th</sup>. It is accepted that vacation requests for future years need not be approved until February 7<sup>th</sup> of the preceding year.

Vacations will be limited to (2) two weeks during prime time (June 15<sup>th</sup> through September 15<sup>th</sup>, and the weeks including Thanksgiving, Christmas and New Year's Day). Additional vacation leave may be granted based on availability. A rotating seniority list will be used to determine vacation selection for Christmas week only.

A seniority list and sign up sheet will be posted January 15<sup>th</sup> for vacations in the period May 1 st of the current year to April 30<sup>th</sup> of the following year.

Vacation requests submitted by February 1<sup>st</sup> will be considered on a basis of relative seniority.

Vacation requests submitted by February 1<sup>st</sup> will be responded to and posted on February 7<sup>th</sup>.

All other vacation requests for vacation year will be handled in accordance with Article 13.1e.

The week shall be defined as Monday thru Sunday. A request for a week off verses individual days will have priority. Part-time employees requesting their entire workweek off meet this requirement.

Section 14.11a and 14.11b are incorporated as part of this policy.

#### Notes:

• A seniority list shall be developed and posted.

- An employee must be certain that they will have accrued enough time off before the time for the vacation is to take place
- If an employee elects to take a week off and has bumped another employee with less seniority, they must take the week off and not reduce it to a few days.
- Clinical Laboratory Supervisors are not included in the determination of how many employees may be granted vacation in a given area.
- If an employee who elected to take a week off decides not to take a vacation, they should inform their supervisor at least two months in advance. At that time, an employee who got bumped may then be granted the vacation time, if operating needs of the department allow it.

#### HOLIDAY SCHEDULING

- A major holiday schedule will be developed concurrently with the vacation schedule.
- The six major holidays for the year shall be posted on January 15<sup>th</sup> for volunteers to sign up to work any shift. This posting will remain up until February 15<sup>th</sup>.
- Notwithstanding Article 8.3a, if slots remain after the posting for volunteers, they shall be filled by assigning the least senior employee in that area who has not worked that holiday in the last three years to work that holiday. This assignment is to be made regardless of the shift of the vacancy and employee. Assignments will be posted by March 1<sup>st</sup>.
- All slots shall be filled using this procedure until all major holidays and shifts are covered.
- Seniority as defined in Article 27 shall be used (UCONN Health seniority).

#### MANDATORY CROSS TRAINING

Employees who were originally hired as evening or night staff will continue to receive their shift differential payments and night shift bonus for core laboratory cross-training that extends beyond two weeks. The differentials and bonus will only be paid for training time in excess of the two week period.

Originals signed 2/24/95 and 5/98, revised 3/02, 2/06.

#### MEMORANDUM OF AGREEMENT LABORATORY MEDICINE

UCONN Health agrees to upgrade the existing <u>Medical Assistant</u> positions within the Department of Laboratory Medicine to <u>Medical Laboratory Technician</u>, with the following stipulations:

- 1. Any Medical Laboratory Technician can be assigned to coverage, for a full or part day, as needed for schedule coverage, in the following areas:
  - a. Dowling South blood draw station
  - b. East Hartford UConn Health Partners blood draw station
  - c. West Hartford UConn Health Partners blood draw station
  - d. Main (C) building, including phlebotomy, central processing, pour-off area, on the power processor, or in the sendout area, as needed.
  - e. Outreach to convalescent, long-term care or other locations as needed.
  - f. Collection of samples for cystic fibrosis testing, as needed.
  - g. The parties agree to discuss use of Medical Laboratory Technicians for any programs which may be incorporated in the future, and which involve specimen collection, processing, or testing.
  - h. In other areas of the Department of Laboratory Medicine, as needed, within their job description.
- 2. Any Medical Laboratory Technician can be assigned to coverage of weekends and holidays, as needed.
- **3.** Any Medical Laboratory Technician can be included in the schedule coverage list.
- 4. Individuals assigned to the aforementioned Medical Assistant positions will be reclassified to Medical Laboratory Technician, effective retroactive to February 20, 2004, using the promotional method. Individuals in

the aforementioned Medical Assistant positions who have left UCONN Health after February 20, 2004 but before the date of this Agreement will also receive retroactive payment in this instance.

This agreement, while it delineates some of the assignments and/or duties of Medical Laboratory Technicians, is not complete or inclusive, and does not limit their current or future assignments or duties. This Agreement does not preclude UCONN Health reviewing the use of job titles in the Laboratory at any time in the future and assigning a different job title based on duties and responsibilities.

Any Medical Laboratory Technicians who are not currently trained in areas noted above will be trained, as time permits, at the discretion of laboratory management staff.

This Agreement does not set a precedent for either party in any pending or future situation.

Original signed 9/16/04

#### MEMORANDUM OF AGREEMENT MANAGEMENT EXCLUSIONS

There shall be a list of current positions which are exempt from the University Health Professionals bargaining unit. Such lists shall be distributed in accordance with Section 1.3 of this collective bargaining agreement.

Changes may be made to the above list using the following process:

A. Any bargaining unit position, either vacant or with an incumbent, which UCONN Health believes should be exempt from the bargaining unit or the Union believes should be returned to the bargaining unit shall first be discussed at meetings (held annually during the month of July or at another time acceptable to both parties) with the Union. No exclusion/inclusion shall be made until the parties so agree or a decision by an appropriate forum is rendered.

- **B.** If a filled or vacant bargaining unit position is reclassified into a non-bargaining unit position with a non-bargaining unit title, UCONN Health shall notify the Union prior to its exclusion and meet with the Union if requested to do so.
- C. The Union shall be notified of new professional staff positions other than faculty, directors or higher classifications. If the Union believes these titles properly belong within the bargaining unit and UCONN Health believes they belong outside the bargaining unit, the parties shall meet to discuss their inclusion or exclusion from the bargaining unit.
- **D.** If the parties fail to agree on the inclusion of a position in items (A), (B) and/or (C) above, the Union may seek the remedy through an appropriate statutory forum. UCONN Health agrees to pay all agency fees for any position which has been excluded but was found to properly belong in the bargaining unit from the time the claim is made.
- **E.** If the parties fail to agree on the exclusion of a position in item (A) above, UCONN Health may seek the remedy through an appropriate statutory forum. The Union agrees to reimburse all agency fees for any position which has failed to be excluded but was found to properly belong out of the bargaining unit from the time the claim is made.
- **F.** This Agreement shall continue to be in effect until the parties mutually agree to its termination.

#### MEMORANDUM OF AGREEMENT MARKET ADJUSTMENTS

- 1. Nurse Anesthetist. As a result of the negotiations held in accordance with the provisions of the SCOPE agreement, Section 4.1 (Recruitment and Retention) all employees slotted in the position of Nurse Anesthetist, evaluated at salary group 11, will be paid at salary group 13, as of 1/03 in salary group 14, as of 7/8/05 in salary group 16, as of 6/23/06 salary group 22.
- 2. Nurse Practitioner/Physician Assistant. Consistent with Article 26.7, agreement has been reached between the parties on April 29, 1996, to place the Nurse Practitioner/Physician Assistant classifications on salary group 14 of the UHP salary scale as a market adjustment. This market adjustment increased to SG 16 effective 7/8/05.

- 3. Pharmacist/Pharmacy Clinical Coordinator. The salary group for the Pharmacist job classification will be increased to SG 16 (effective 8/18/06). The salary group for the **Pharmacy** Clinical Coordinator job classification will be increased to SG 18 (effective 8/18/06).
- 4. Radiology Job Classifications. The salary groups for classes in the Radiology Department will be increased as follows:

Diagnostic Rad Tech: from SG 4 to SG 5

Diagnostic Rad Tech (Mammography): from SG 4 to SG 7

(will use Spec Rad Tech)

Spec Radiologic Technologist: from SG 5 to SG 7

Lead Radiologic Technologist: from SG 6 to SG 8

Diagnostic Med Sonographer: from SG 5 to SG 7 Clinical Radiologic Supervisor: from SG 9 to SG 11

Echocardiogram Tech: from SG 4 to SG 7 to SG9 (effective

5/27/05)

Lead Echocardiogram Tech: from SG 8 to SG 10

Lead Diagnostic Medical Sonographer: from SG 6 to SG 8

- 5. Clinical Nurse Specialist. The salary group for the Clinical Nurse Specialist will be increased to SG 10, and to SG 13 on 5/27/05.
- 6. Nuclear Medicine Technologist. The salary group for the Lead Nuclear Medicine Technologist will be increased to SG 9. The salary group for the Nuclear Medicine Technologist will be increased to SG 8.
- 7. Radiation Therapy. The salary group for Radiation Therapy Technologist will be increased to SG 9. The salary group for Lead Radiation Therapy Technologist will be increased to SG 11.
- 8. Medical Dosimetrist. The salary group for the Medical Dosimetrist will be increased to SG 13 effective 4/1/05.
- 9. Clinical Nurse Supervisor. The salary group for the Clinical Nurse Supervisor will be increased to SG 12 for those individuals who are not red-circled in the classification.

These salary group increases will remain in effect for the foreseeable future. However, the actual salary groups will remain as previously designated by the Willis job evaluation system. If at some future time market conditions change and UCONN Health reverts to the actual salary groups, all staff being administered on the higher groups will be grandparented and continue to be administered on those higher groups.

This Agreement is without precedent for either party in any pending or future situation.

Originals signed 4/3/96, 7/97, 7/15/99,3/9/01,11/2/01, 11/15/02, 12/02, 1/8/03, 3/21,03, 5/12/04, 4/1/05, 5/27/05, 7/8/05, 3/21/06, 8/29/06.

#### MEMORANDUM OF AGREEMENT MED SURG 5

In order to ensure the safety and training of UHP employees, the parties agree to the following:

- 1. Staffing level shall be at least two staff nurses and one medical assistant for 12 patients. Staff will be added appropriately as more beds are filled.
- 2. The maximum in-patient load is to be 16.
- 3. Name tags will just have first names.
- 4. An audible alert shall be in place that can be heard throughout UCONN Health.
- 5. There shall be at least one reverse pressure room.
- 6. In-patients shall be shackled to the beds at all times unless deemed medically inappropriate.
- 7. Patients being transferred shall be shackled to a wheelchair or gurney.
- 8. UHP shall attend at least one of every training course if any changes are made with a security impact.

9. Supplemental Staffing on Med Surg 5: Staff hired before 10/1/98 will float to Med Surg 5 on a volunteer basis, unless there is an emergency situation (i.e. in a code yellow level type emergency). Staff hired 10/1/98 and later will be required to float to Med Surg 5, as appropriate, when needed.

Original signed 12/15/95, revised 3/02, 3/06.

#### MEMORANDUM OF AGREEMENT SCHEDULING PRACTICES NEONATAL INTENSIVE CARE UNIT

UCONN Health and University Health Professionals agree to the following scheduling practices for Christmas/New Year's scheduling (December 18<sup>th</sup> – January 4<sup>th</sup>) in the Department of Nursing Neonatal Intensive Care Unit.

- 1. Up to three people will be allowed off duty daily for the purpose of vacation.
- 2. The employees will be granted a maximum of six continuous days off, including holiday time, vacation time, and compensatory time and X day.
- 3. All requests for time off during the December 18<sup>th</sup>-January 4<sup>th</sup> period must be submitted in writing by March 1<sup>st</sup> and responses will be granted by May 1<sup>st</sup>.
- 4. A rotating seniority list, according to Article 27, will be established so that the same individuals will not get holiday/vacation time off year after year during the December 18-January 4<sup>th</sup> time period.
- 5. This agreement does not prevent UCONN Health management from granting vacation time, etc. to more than three employees.
- 6. Any requests submitted after the designated period in Number 3 will be considered after those submitted during the period.
- 7. No precedent for any pending or future situation.

Original signed 6/99

#### MEMORANDUM OF AGREEMENT NURSE PRACTITIONERS/PHYSICIAN ASSISTANTS IN THE NEONATAL INTENSIVE CARE UNIT

- 1. Nurse Practitioners/Physician Assistants are Tier 1 salaried employees, FLSA exempt. Scheduling rotations will be based on average schedule of approximately eighty (80) hours per pay period.
- 2. Schedules will be posted in four (4) week blocks.
- 3. Nurse Practitioners/Physician Assistants in conjunction with physicians are responsible for twenty-four (24) hour, seven (7) days per week patient care. For the purposes of vacation, sick, and personal leave, a day will be defined as eight (8) hours. Therefore, when Nurse Practitioners/Physician Assistants work 10, 12, 14, or 16 hour schedules, time off will be reflected on an hour for hour basis, based on the individual's schedule.
- 4. For the purposes of Holidays, each Nurse Practitioner/Physician Assistant will receive the twelve (12) paid holidays per year as per contract. The holiday hours shall be the twenty-four (24) hour period from 12:00 a.m. to 11:59 p.m.

Original signed 2/92, revised 3/06.

#### MEMORANDUM OF AGREEMENT NURSE ANESTHETISTS SCHEDULES AND WORK HOURS

This is an agreement between UCONN Health (Employer) and the University Health Professionals (Union) concerning the schedules and hours of work of the Nurse Anesthetists in the bargaining unit.

There shall be shifts of the following duration and time

7:00  am - 3:30  pm	weekdays	no differential
9:00  am - 5:30  pm	weekdays	no differential
3:00  pm - 7:00  am	weekdays	differential of
•	,	15% from $3  pm - 11  pm$
		differential of

		20% from 11 pm – 7 am
7:00  am - 5:30  pm	weekdays	no differential
7:00  am - 7:00  am	weekends	differential of 25% plus
7:00  am - 3:00  pm		no differential
3:00  pm - 11:00  pm		15% differential
7:00  am - 7:00  am	weekdays	voluntary basis as
	•	needed by seniority as
		per Article 27
7:00  am - 3:00  pm		no differential
3:00  pm - 11:00  pm		15% differential
11:00  pm - 7:00  am		20% differential

All call and weekend time shall be assigned on a rotation basis by seniority as per Article 27. Overtime at time and one half shall be paid after 40 hours paid in a week or any time past regular scheduled shift. The 9:00 am – 5:30 pm shift will only be used to assure 2 people on duty when there is no one on the 7:00 am-5:30 pm shift, unless the hours of the OR are extended or other operational needs arise, in these cases, the parties will meet as per the contract.

If members are scheduled to work on a holiday (defined as 7 am – 7 am) they shall earn comp time for the whole scheduled shift.

There shall be made available a minimum of \$2,000.00 per year per person for professional development.

All shifts can be switched as long as the switch does not generate overtime.

Original Signed 12/97, revised 3/02

#### MEMORANDUM OF AGREEMENT RECRUITMENT AND RETENTION BONUS NURSE ANESTHETIST

1. The parties agree to provide a one time \$20,000 sign on bonus to new Nurse Anesthetists hired by UCONN Health. The sign on bonus will be paid as follows: \$10,000 in the employee's first UCONN Health paycheck, and \$10,000 in the paycheck following the successful completion of the employee's working test period. This bonus will be prorated for part-time employees based on their FTE at the time of payment, and is subject to applicable taxes and other deductions. This recruitment bonus

will stay in effect for the foreseeable future but may be discontinued by UCONN Health with 30 days notice to UHP.

2. This agreement is without precedent for either party in any pending or future situation.

Original signed 1/8/03, 7/06, 11/16/06

#### MEMORANDUM OF AGREEMENT HOLIDAYS FOR PART-TIME EMPLOYEES

- 1. There is no change in contractual language or current practice for Tier 1 employees for either scheduling or compensation.
- 2. There is no change proposed in compensation for Tier II parttime employees who work a holiday.
- 3. There is no change proposed in compensation for Tier II parttime employees with fixed schedules who do not work a holiday.
- 4. The changed language for Tier II part-time employees without fixed schedules when they do not work a holiday is implemented as follows:

Employees will receive comp time for any holiday not worked based on the ratio of their FTE (as it stands on that holiday) to that of a full-time 8 hour employee. The comparison to 8 hours will be followed for both 8 and 12 hour shift employees. The comp time would be placed in the employee's bank to be used when a day off in the regular schedule is requested and approved.

5. There is no change in the way Tier II part-time employees are scheduled for holidays as a result of the revised language.

Original 6/99, revised 3/02

## MEMORANDUM OF AGREEMENT PERSONAL LEAVE DAY IMPLEMENTATION

Employee's Birthday Month	Old PL Days To Be Taken By:	New PL Days Awarded On:
Year = 2017		
January	1/5/2017	1/6/2017
February	2/2/2017	2/3/2017
March	3/2/2017	3/3/2017
April	4/13/2017	4/14/2017
May	5/11/2017	5/12/2017
June	6/8/2017	6/9/2017
July	7/6/2017	7/7/2017
August	8/3/2017	8/4/2017
September	8/31/2017	9/1/2017
October	10/12/2017	10/13/2017
November	11/9/2017	11/10/2017
December	12/7/2017	12/8/2017
77 6040		
Year = 2018		-
January	1/4/2018	1/5/2018
February	2/1/2018	2/2/2018
March	3/1/2018	3/2/2018
April	4/12/2018	4/13/2018
May	5/10/2018	5/11/2018
June	6/7/2018	6/8/2018
July	7/5/2018	7/6/2018
August	8/2/2018	8/3/2018
September	9/13/2018	9/14/2018
October	10/11/2018	10/12/2018
November	11/8/2018	11/9/2018
December	12/6/2018	12/7/2018
Year = 2019		
January	1/3/2019	1/4/2019
February	1/31/2019	2/1/2019

March	2/28/2019	3/1/2019
April	4/11/2019	4/12/2019
May	5/9/2019	5/10/2019
June	6/6/2019	6/7/2019
July	7/4/2019	7/5/2019
August	8/1/2019	8/2/2019
September	9/12/2019	9/13/2019
October	10/10/2019	10/11/2019
November	11/7/2019	11/8/2019
December	12/5/2019	12/6/2019

Year = 2020		
January	1/2/2020	1/3/2020
February	2/13/2020	2/14/2020
March	3/12/2020	3/13/2020
April	4/9/2020	4/10/2020
May	5/7/2020	5/8/2020
June	6/4/2020	6/5/2020
July	7/2/2020	7/3/2020
August	8/13/2020	8/14/2020
September	9/10/2020	9/11/2020
October	10/8/2020	10/9/2020
November	11/5/2020	11/6/2020
December	12/3/2020	12/4/2020

Year = 2021		
January	12/31/2020	1/1/2021
February	2/11/2021	2/12/2021
March	3/11/2021	3/12/2021
April	4/8/2021	4/9/2021
May	5/6/2021	5/7/2021
June	6/3/2021	6/4/2021
July	7/1/2021	7/2/2021
August	8/12/2021	8/13/2021
September	9/9/2021	9/10/2021
October	10/7/2021	10/8/2021

November	11/4/2021	11/5/2021
December	12/2/2021	12/3/2021

#### MEMORANDUM OF AGREEMENT RADIOLOGY SCHEDULING

In accordance with Article 14.12, Tier 2 employees working a regular eight (8) hour shift shall have sixteen (16) hours between regularly scheduled shifts except where otherwise agreed to by the parties. Employees may volunteer to work shifts with less than a sixteen (16) hour interval, prior to the posting of the schedule.

All requests for time off should be submitted at least twenty one (21) days in advance of the schedule being posted to allow for posting for volunteers to cover time off requests. A draft schedule will be posted in the Department prior to the final schedule being posted for volunteers to sign up for open shifts. All postings shall be available at all Radiology worksites.

In regards to filling vacant shifts on the final schedule the following process will apply:

- 1) When the final schedule is posted, JDH Radiology management shall post a schedule of open shifts that management has determined to fill. These slots will be filled in accordance with the procedures in Article 14.15. If more volunteers sign up than spaces available, seniority shall control on a rotating basis.
- 2) After the final schedule is posted for one week, Radiology management can utilize per diem and/or non-bargaining unit staff to fill vacant shifts.
- 3) Part-time Radiology staff may bump per diem and /or non-bargaining unit staff from the schedule if at least 72 hours notice of such desire is given, unless per diem and/or non-bargaining unit staff have committed in writing to cover a specific portion of a specified employee's leave of absence, e.g. every other Tuesday for the duration of the leave.

The Radiology on-call system may be expanded at the discretion of management to include all diagnostic radiologic technologists. The on-call system will be used to cover short-term, unexpected

absences or unexpected increases in patient census. It will not be used to fill holes in the schedule or to cover long-term absences. Article 15.4 shall apply.

Radiology, at management's discretion, will utilize the Urgent Shift Availability (USA) system in Article 15.3 for all areas of Diagnostic Imaging and Therapeutics.

Any issues arising over this Agreement will be referred to the committee designated in Section 19.13.

Original signed 10/91, revised 3/02, 3/06.

#### MEMORANDUM OF AGREEMENT RADIOLOGY ULTRASOUND/VASCULAR ON CALL

The parties agree that the existing on call system in the Radiology Ultrasound/Vascular unit will be expanded effective July 1, 2006, emergency exams. In all respects, ultrasound/vascular on call will function the same as the other established on call in Radiology. On hours/weekends/holidays etc., the radiologist or radiology resident will determine if the on call technologist needs to be called in for the emergency exam. On call will be utilized, at management's discretion, for all off shifts.

Employees are free to swap days, with written approval, as long as coverage is maintained.

Original signed 7/22/02, revised 3/06

#### MEMORANDUM OF AGREEMENT REGISTERED NURSE RECRUITMENT BONUS

The parties hereby agree to extend the Agreement originally signed in 1999 regarding this subject, such that:

- 1. All registered nurses hired into the Department of Nursing on or after April 1, 2001, with two or more years of experience specific to the area of nursing for which they are hired, will receive a \$3,000 bonus.
- 2. The bonus will be paid as follows:

Upon the employee's successful completion of the working test period, half of the amount of the bonus (\$1,500) will be paid. The other half (\$1,500) will be paid six months later.

- 3. Part time registered nurses, hired as specified above, will receive a pro-rated share of the bonus, based on their percentage of employment reflected on their assignment authorization at the time of payment.
- 4. This agreement is in effect until June 30, 2010, when its effectiveness and the necessity for it to continue will be reevaluated. It will continue automatically after that date unless the parties agree to discontinue it.

Original signed 8/99, revised 5/01, 3/02, 3/06

#### MEMORANDUM OF AGREEMENT DEPARTMENT OF REHABILITATION SERVICES

UCONN Health, Department of Rehabilitation Services, and University Health Professionals have reached agreement on productivity categories and rating standards to be used in evaluating Department UHP employees. The productivity category will be added to the "PREF" rating document and will be used commencing with the 2001-2002 rating year.

The method of determining ratings, and the goals for each area, are described in the Department's internal policy on this subject. Ratings will be calculated using a combination of group and individual ratings. The current Department of Rehabilitation Services Productivity Standards contains specific details on rating standards. The parties further agree that any changes to these standards will be discussed between the parties.

Original signed 9/01

#### MEMORANDUM OF AGREEMENT RETIREMENT GRIEVANCE

In settlement of the Retirement Grievance the parties agree that:

- 1. UCONN Health will provide new employees with written information on the three plans (the State Plan, the ARP, and the T.R.S.) prior to the time they are signing documents relating to their employment at the Human Resource Department
- 2. UCONN Health employees, in presenting information about the three retirement plans available to all employees, will not attempt to steer any new employee toward any one of the three plans or give preference or personal opinion regarding the three plans.
- 3. The Human Resources Department will hold all retirement election forms for three days after an employee has signed them.
- 4. The Human Resources Department will require all new employees to sign a statement that contains, among other things, the affirmation that the new employee was offered the opportunity to elect any of the three retirement plans available to them and was afforded 72 hours to make a decision.
- 5. Any employee who feels they have been aggrieved by not receiving enough information about the three retirement plans available when they were hired may submit a grievance to the Retirement Commissioner.

Original signed 4/90, revised 3/02.

### MEMORANDUM OF AGREEMENT 12 HOUR SHIFT AGREEMENT

- 1. Agreement pertains only to staff in the bargaining unit who work some pattern of 12-hour shifts. No employee hired to work an 8-hour shift shall be forced to work a 12-hour shift.
- 2. It is important to remember that there must always be enough operational FTEs to exercise the 12-hour shift agreement. If the number of FTEs decreases and is not adequate, the manager/department head will give the staff a four (4) week notification of the change back to eight (8) hour shifts until the number of FTEs increases.

- 3. There are several 12-hour shift patterns that may be adapted to a specific unit to meet its individual needs.
  - 12-hour shifts may be done by the majority of the staff working on a unit.
  - 12-hour shifts may be adopted in addition to a number of staff members working an 8-hour schedule.

A combination of 8 and 12 hour staff may be done depending on the staffing needs of an individual unit and the number needed as determined by the manager/department head. As management makes these options available, assignments will be voluntary and in accordance with Article 27 seniority.

- 12 hour shifts may be done only on weekends, with the staff working 12 hour shifts every third weekend. It is permissible for staff to choose to work more weekends than every third.
- 12 hour shifts may be worked as two 12-hour shifts and two 8 hour shifts with 12 hour shifts on every third weekend.
- Any pattern of 12-hour shifts may be adopted to meet a unit's individual needs once the staff has voted for that pattern, and it is reviewed and approved by the bargaining unit, Management and HRD.
- 4. Pattern for all of (majority) working straight 12-hour shifts.

<b>WEEK</b>	<b>HOURS WORKED</b>	<b>HOURS PAID</b>
1	36	36
2	36	36
(Pay Period)	(72)	(72)
3	36	36
4	48	52
(Pay Period)	76 hours straight;	$88^{*}$
	8 hours time and ½	
	156	160
13 schedules per year	2028 hours	2080 hours**

<sup>\*</sup>Pay is equivalent to 88 hours of straight time.

\*Annual salary for full time employees, take home pay remains equivalent to 2080 hours as outlined above.

Scheduling practices for all or majority straight 12 hour shifts.

- A full time employee will work three 12-hour shifts per week. One week out of four, the individual will be scheduled for a fourth 12-hour shift.
- Scheduling will be done to provide a maximum of three days in a stretch and every attempt will be made to follow with two days off.

# 5. Pattern for all or (majority) working 12 hour shifts with one 8 hour shift per pay period:

Paid hours = 80 hours in two weeks for full time people using a combination of 8 hour and 12 hour shifts.

One week = 36 hours and the next week = 44 hours. For a total of 80 hours in a two week period.

(Part-timers will be scheduled for 40 hours or less per week).

<u>WEEK</u>	HOURS WORKED	<b>HOURS PAID</b>
1	36	36 of straight time
2	44	40 of straight time
		4 of time and $\frac{1}{2}$
(PAY PERIOD)	(80)	(82)*

<sup>\*</sup> Pay is equivalent to 82 hours of straight time.

# 6. <u>Scheduling practices for 12 hour staff with one 8 hour shift per pay period:</u>

A full time employee will work three 12-hour shifts one week. The second week of the pay period the employee will work three 12-hour shifts and one 8-hour shift. This scheduling practice can be changed through negotiations between the manager/department head and the staff members if the need arises (i.e. working holidays around a weekend on).

### 7. Weekend Patterns:

• When in the <u>judgment</u> of the manager/department head <u>staffing and workloads permit</u>, staff members, who are scheduled to work 12-hour shifts on a routine basis, will normally be scheduled for a regular pattern providing every third weekend on duty.

- When an every third weekend pattern is in effect, Article 14.9(a) will not apply. The extra duty free weekend in Article 14.11b (two week vacation, middle weekend off) will be granted once per calendar year.
- When the pattern for weekend assignment is changed to facilitate scheduling for vacations and other requests, the employee will return to the weekend pattern that had been in effect as soon as possible.
- An every other weekend pattern can also be scheduled when 12-hour shifts are in effect, if that is all the number of operational F.T.E.s for a unit allows. (Article 14.9(a) and 14.11 of the UHP contract will then apply), or that is the pattern selected by the staff member with the approval of the manager/department head.

# 8. <u>Scheduling practices for 12 hour shift/every third weekend staff:</u>

When a full time employee works his/her 12-hour weekend, they get another day off within the two-week pay period. This gives them 80 hours in the two-week period. (The employee works 9 shifts instead of 10 (two 12 hour shifts and seven 8 hour shifts = 80).

# 9. Weekend differential for 12 hour shift/every third weekend staff:

The employee is scheduled to work 12-hour shifts every third weekend. Weekend differential will be paid between the hours of 7:00 a.m. Saturday through 7:30 a.m. Monday.

#### 10. Shift Differential:

- Tier II employees who work the 12 hour shift (7:00 a.m. 7:30 p.m.) receive an evening shift differential at 3:30 p.m. until the end of the Shift (see Article 14.14(e) of the UHP contract).
- Tier II employees who work the 12-hour evening/night shift (7:00 p.m. 7:30 a.m.) shall be paid the evening shift differential for 4 hours (7:00 p.m. 11:00 p.m.) and the night shift differential for 8 hours between (11:00 p.m. 7:30 a.m.).

• For other 12 hour shifts that are eligible for shift differential as described in Article 14.14, evening shift differential is paid from either 3 p.m. to 11:30 p.m. or 4 p.m. to 12 midnight, and night shift differential is paid from either 11 p.m. to 7:30 a.m. or 12 midnight to 8 a.m. (depending on the Department's shift hours).

### 11. Overtime:

Overtime will be paid at the rate of time and ½ and is paid for all hours over 40 per week. For employees working twelve (12) hour shifts only on weekends, time and ½ overtime will be paid only for time worked over 8 hours on the eight hour scheduled work days. (See Article 15 of the UHP contract for other situations).

#### 12. Leave Time:

Sick time and vacation time are accrued at the full-time rate which is equal to 120 annual hours. They will be charged in 8 or 12 hour blocks, based on the time schedule posted and that employee's usual weekly combination (i.e. can't switch to 8 hour days to increase number of days away from the unit if normal schedule is always in 12 hour blocks).

#### 13. Holiday Pay:

<u>Based</u> on the time schedule posted for 8 or 12 hour shifts, working on a holiday the employee will receive:

- 8 or 12 hours of compensatory time based on the regular hours scheduled to work.
- 12 hours pay for 12 hours worked.
- Time and ½ for major holidays worked.

When scheduled for an "H" day 8 or 12 hours is paid based on the regular hours scheduled to work. When scheduled for an "X" day, 8 hours of compensatory time is earned.

• For the pattern of two 12-hour shifts, two 8-hour shifts and every third weekend, the holiday commitment will be an 8-hour shift unless it falls on the weekend.

- If a holiday falls on a weekend, the parties agree the holiday takes precedence over the weekend. That means that the holiday assignment takes precedent over the weekend assignment and that the employee will work the weekend of the holiday.
- 14. <u>STAFFING AND EMERGENCY COVERAGE</u>: The provisions of the contract, particularly Article 14 and Article 15 as they relate to staffing and emergency coverage will be utilized to insure that there is adequate coverage for patient care.

It is important to remember, that there must always be enough operational F.T.E.s to cover weekends. If the number of operational F.T.E.s decreases and is not adequate, the manager/department head will give the staff a 4 week notification of the change back to 8 hour weekends until the number of F.T.E.s increase.

#### 15. Previous Agreements:

- The above items take precedence over previous agreements with any individuals.
- The averaging agreement previously agreed to is rescinded (overtime will now be paid in accordance with Article 15.1).
- For employees working twelve (12) hour shifts only on weekends, time and ½ overtime will be paid for time worked over 8 hours on the eight hour scheduled work days.

**REFERENCES:** UHP Contract-Articles 14 and 15.

# MEMORANDUM OF AGREEMENT TEN HOUR SHIFTS FOR CARDIAC CATH LAB

The parties agree to establish a ten (10) hour shift in the Cardiac Cath Lab. The parties further agree as follows:

1. Employees must maintain an FTE that accommodates 10 hour shifts.

- 2. Overtime shall be paid at time and one-half for all hours over 40 in a week or over ten hours in a day.
- 3. When scheduled to work a ten hour shift on a holiday the employee will receive:
  - a. straight time for total hours worked on a minor holiday
  - b. time and one half for total hours worked on a major holiday.
  - c. the number of hours of compensatory time based on the regular hours scheduled to work. When scheduled for an "H" day the Holiday pay is based on the regular hours scheduled to work. When scheduled for a pass day, the employee will receive eight hours of compensatory time earned in lieu of a paid holiday.
- 4. Sick time and vacation time are accrued at the full time rate of 120 hours per year. Part time accrual is .058 per regular hour worked. Leave time will be charged based on the time scheduled to work.
- 5. Personal time will be credited as 24 hours for full time employees, prorated for part time employees and shall be used in accordance with Article 12.1.
- 6. The On-Call rotation will continue and employees will continue to be paid in accordance with Article 15.4.
- 7. In all other respects the contract will be followed.

This Agreement is without precedent for either party in any pending or future situation.

Original signed 10/5/04

# MEMORANDUM OF AGREEMENT TEN HOUR SHIFTS FOR CARDIAC PULMONARY/HYPERTENSION UNIT

The parties agree to establish a ten (10) hour shift in the Cardiac Pulmonary/Hypertension Unit. The parties further agree as follows:

- 1. Employees must maintain an FTE that accommodates 10 hour shifts.
- 2. Overtime shall be paid at time and one-half for all hours over 40 in a week or over ten hours in a day.
- 3. When scheduled to work a ten hour shift on a holiday the employee will receive:
  - a. straight time for total hours worked on a minor holiday
  - b. time and one half for total hours worked on a major holiday.
  - c. the number of hours of compensatory time based on the regular hours scheduled to work. When scheduled for an "H" day the Holiday pay is based on the regular hours scheduled to work. When scheduled for a pass day, the employee will receive eight hours of compensatory time earned in lieu of a paid holiday.
- 4. Sick time and vacation time are accrued at the full time rate of 120 hours per year. Part time accrual is .058 per regular hour worked. Leave time will be charged based on the time scheduled to work.
- 5. Personal time will be credited as 24 hours for full time employees, prorated for part time employees and shall be used in accordance with Article 12.1.
- 6. In all other respects the contract will be followed.

This Agreement is without precedent for either party in any pending or future situation.

Original signed 5/27/05

# MEMORANDUM OF AGREEMENT TEN HOUR SHIFTS FOR ELECTROPHYSIOLOGY LAB

The parties agree to establish a ten (10) hour shift in the Electrophysiology Lab. The parties further agree as follows:

- 1. Employees must maintain an FTE that accommodates 10 hour shifts.
- 2. Overtime shall be paid at time and one-half for all hours over 40 in a week or over ten hours in a day.
- 3. When scheduled to work a ten hour shift on a holiday the employee will receive:
  - a. Straight time for total hours worked on a minor holiday
  - b. Time and one half for total hours worked on a major holiday
  - c. The number of hours of compensatory time based on the regular hours scheduled to work. When scheduled for an "H" day the Holiday pay is based on the regular hours scheduled to work. When scheduled for a pass day, the employee will receive eight hours of compensatory time earned in lieu of a paid holiday.
- 4. Sick time and vacation time are accrued at the full time rate of 120 hours per year. Part time accrual is .058 per regular hour worked. Leave time will be charged based on the time scheduled to work.
- 5. Personal time will be credited as 24 hours for full time employees, prorated for part time employees and shall be used in accordance with Article 12.1.
- 6. In all other respects the contract will be followed. Original signed 2/15/06

# MEMORANDUM OF AGREEMENT TEN AND TWELVE HOUR SHIFTS FOR PHARMACY AND POISON CONTROL

This is an agreement between UCONN Health (employer) and the University Health Professionals (union) pertaining to ten (10) and twelve (12) hour (extended shifts) in the Pharmacy Department of John Dempsey Hospital and the Poison Control Center of UCONN Health. This agreement applies to Tier II employees only.

- 1. **OVERTIME** Shall be paid at time and one-half for all hours over 40 in a week or over 10 hours in a day on a 10 hour shift; or over 12 hours in a day on a 12 hour shift.
- 2. **HOLIDAY TIME** When scheduled to work a ten or twelve hour regular shift on a holiday the employee will receive:
  - a. straight time for total hours worked on a minor holiday.
  - b. time and one half for total hours worked on a major holiday.
  - c. the number of hours of compensatory time based on the regular hours scheduled to work on the extended shift. When scheduled for an "H" day the Holiday pay is based on the regular hours scheduled to work on the extended shift. When scheduled for a pass day, the employee will receive eight hours of compensatory time earned in lieu of a paid holiday.
- 3. **LEAVE TIME** Sick time and vacation time are accrued at the full time rate of 120 hours per year. Part time accrual is .058 per regular hour worked. Leave time will be charged based on the time scheduled to work, and that employee's usual weekly combination.
- 4. **PERSONAL TIME** Will be credited as 24 hours for full time employees prorated for part time employees and shall be used in accordance with Article 12.1 a&b.
- 5. **WEEKEND DIFFERENTIAL** All Tier II employees who work the majority of their extended weekend shift between 12:01 a.m. Saturday until 12:01 a.m. Monday shall receive 25% of base salary as a weekend differential.

6. SPIFT DIFFERENTIAL Tier II employees on extended

- 6. **SHIFT DIFFERENTIAL** Tier II employees on extended shifts shall receive a fifteen per cent differential for all hours worked between 3:00 p.m. and 11:30 p.m. and twenty per cent shift differential for hours worked between 11:00 p.m. and 7:30 a.m. and in accordance with Article 14.14.
- 7. **ON-CALL** for the Department of Pharmacy and Poison Control Center may be utilized at the discretion of management in accordance with Article 15.4.
- 8. **VOLUNTEER SHIFTS** A draft schedule will be posted in the Department of Pharmacy and the Poison Control Center, prior to the final schedule being posted, for volunteers to sign up for open shifts. When the final schedule is posted, each department shall post a schedule of open shifts that management has determined to fill. These slots will be filled in accordance with the procedures in Article 14.15.
- 9. **URGENT SHIFT AVAILABILITY (USA)** The Department of Pharmacy and Poison Control Center, at management's discretion, will utilize the USA system as referenced in Article 15.3.
- 10. **STAFFING COMMITTEE** Any issues over staffing will be referred to the committee designated in Section 19.13.

Original signed 12/90, revised 3/02.

### MEMORANDUM OF AGREEMENT TEN HOUR SHIFTS FOR RADIATION ONCOLOGY NURSING

The parties agree to establish a ten (10) hour shift in nursing radiation oncology. The parties further agree as follows:

- 1. Overtime shall be paid at time and one half for all hours over ten (10) in a day or forty (40) in a week.
- 2. Holidays for full-time positions will be paid for a ten (10) hour day. In all other respects, holidays will follow the contract.

- 3. Accruals and charges will be on an hour for hour basis based on a ten (10) hour day.
- 4. Personal leave time shall be twenty-four (24) hours for 1.0 FTE, pro-rated for part-time employees.
- 5. In all other respects the contract will be followed.

This Agreement will begin July 31, 1998 and is without precedent for either party in any pending or future situation.

Original signed 7/27/98.

# MEMORANDUM OF AGREEMENT UCONN MEDICAL GROUP

The parties have met and discussed several issues related to UCONN Health – UConn Medical Group (UMG) and UConn Health Partners (UCHP) and have reached agreement on the following:

- 1. Registered Nurses in nursing job classifications may only be floated within the following categories:
- a. MFM
- b. REI
- c. All other areas under UConn Medical Group control
- 2. UMG Medical Assistants may be assigned to float anywhere in the UMG groups to replace or be an additional Medical Assistant but not to fill in for a nurse.
- 3. UCHP Medical Assistants may be assigned to float anywhere in the UCHP groups to replace or be an additional medical assistant but not to fill in for a nurse.
- 4. Ultrasound Tech, Ophthalmology Tech, EEG Techs, and Cast Techs can volunteer to be floated within UMG/UCHP.
- 5. Up to a total of six (6) FTE medical assistant float pool positions may exist at management's discretion in the UMG float pool and up to a total of four (4) FTE medical

- assistant float pool positions may exist at management's discretion in the UCHP float pool.
- 6. UMG will establish two per diem pools for its use; one pool of nurses, the other of other needed specialty employees. Individuals employed by either pool shall be limited to not more than 400 hours of pool employment per calendar year (exclusive of orientation).
- 7. Up to a total of four (4) FTE RN Float Pool positions may exist at management's discretion.
- 8. Unscheduled travel between sites shall be compensated at the state mileage rate if transportation is not offered. For scheduled travel greater than 25 miles (one way) from the regular work site, the state mileage rate will be paid if transportation is not offered. State mileage will be paid in accordance with State regulations. Neither of these travel provisions shall apply to individuals hired in "float" positions as described above.
- 9. The parties agree to a Patient Service Representatives/Clinic Office Assistants float pool in UMG and UCHP. It will cover the front desk for absences (e.g. sick or vacation). The pool shall consist of 10 FTE administrative positions of any combination of Patient Service Representatives and Clinic Office Assistants.
- 10. UMG non float pool Patient Service Representatives or Clinical Office Assistants may volunteer to be assigned to float anywhere in UMG to replace or be an additional administrative support person. UCHP non float pool Patient Service Representatives or Clinical Office Assistants may volunteer to be assigned to float anywhere in UCHP to replace or to be an additional administrative support person.
- 11. Notwithstanding any of the above language in this agreement, individuals hired under postings that specify that they will be floated to either UMG or UCHP locations, will be expected to float to those areas as assigned.

Original signed 12/19/97; #8 signed 7/3/96; revised 3/02, 2/06.

### MEMORANDUM OF AGREEMENT UMG PILOT WORK SCHEDULES

In order to better accommodate the operating needs of the clinics, the parties agree to pilot a 4 ½ day work schedule and/or a 4 day work schedule in selected clinics as determined by management. These schedules will contain expanded hours of 7 am to 6 pm, as appropriate. In no event will any employee be scheduled for more than 40 hours in a pay week.

The parties agree to meet and discuss any concerns about the implementation of these pilot schedules, and will review them approximately 6 months after implementation. At that time, they may be continued indefinitely if the parties agree. If at any subsequent time management decides to discontinue the use of these schedules, a minimum of 30 days notice will be given to the Union and employees.

Original dated 3/06

## MEMORANDUM OF AGREEMENT UNIVERSITY PHYSICIANS PATIENT ACCOUNTS

#### VACATION TIME

Employees will give their supervisor written, dated vacation requests for the summer months (May through September) no earlier than March 1 and no later than March 31. Requests for time off for that period submitted after April 1 will be considered individually. If the desired time slot can be granted based on operational needs of the business, that time shall be granted. Collective Bargaining Agreements will be applied for granting time off when more than one employee requests the same day(s).

Employee's written time-off requests will be answered in writing within one week of March 31.

Vacation and compensatory time requests will be approved based upon the operating needs of the business.

Each vacation occurrence must be submitted on a separate form. Vacation schedules will be posted in each operating area for access by all employees.

Because of the volume of requests for time off centered around a major holiday, they will be accepted <u>no earlier</u> than three months in advance. Any other time-off requests (other than summer months or major holidays) are to be requested within the following guidelines:

Two or more days --- to be submitted in writing at least 1 week in advance up to a year.

For vacation purposes Seniority will be determined as defined in Article 27. Each unit will have its own seniority list. (See Units below)

Collections
Patient Services

Charge Entry

Patient Services

Cash Posting

Third Party Follow-Up

Special Billing and Reimbursement

Claims Processing

Original signed 9/26/97, revised 3/02, 3/06

#### MEMORANDUM OF AGREEMENT VOLUNTARY LEAVE AGREEMENT

The parties agree to continue the voluntary leave program referenced in the SEBAC Agreement for the duration of the contract to the extent allowed by law.

# UCONN HEALTH AND UNIVERSITY HEALTH PROFESSIONALS LOCAL #3837, AFT, AFT-CT, AFL-CIO

# CONTRACT ADDENDUM FOR UNIVERSITY POSTDOCTORAL FELLOWS

#### MEMORANDUM OF AGREEMENT

This Agreement is made by and between the State of Connecticut through the Board of Trustees for UCONN Health ("Employer")

and University Health Professionals, Local #3837, AFT, AFT-CT, AFL-CIO ("Union") in order to fix the terms and conditions of employment for those employees classified as University Postdoctoral Fellows added to the bargaining unit as a result of the Report Upon Secret Ballot of the Connecticut State Board of Labor Relations, Case No. SE-23740, dated August 28, 2003.

The following sets forth the agreement of the parties with respect to modifications of the current collective bargaining agreement between UCONN Health and the Union, as it applies to University Postdoctoral Fellows. Any Article not mentioned in the Agreement is in effect without modification.

# Article 1 – Recognition

Article 1 is in effect with the exception of the references to personal leave in Section 1.4.

### Article 6 – Grievance Procedure

Section 6.7 is modified as follows:

#### 6.7 General Provisions.

- a. Any grievance not presented in writing within thirty (30) weekdays of the occurrence or the knowledge of the occurrence of the conditions giving rise thereto, shall not thereafter be considered a grievance under this procedure.
- **b.** Failure at any step of this procedure to appeal a decision within the specified time limits shall be considered acceptance by the aggrieved of the decision rendered and such decision shall thereafter be binding upon the aggrieved and the Union.
- **c.** Failure by the Employer to respond to the grievance and the Union within the time limits specified at any step allows progression to the next step.
- d. Meetings held under this procedure shall be conducted at a time and place which shall afford a fair and reasonable opportunity to attend for all persons proper to be present. When such meetings are held during working hours, all

persons who participate shall be excused without loss of pay for that purpose. Persons proper to attend for the purposes of this section shall be defined as aggrieved employees, their Union representative(s) and qualified witnesses.

At least one meeting shall be held with the immediate supervisor and the Union (and the grievant if the grievant so desires) at the informal stage and/or at Step One of the grievance procedure.

- e. No complaint informally resolved or grievance resolved at either Step One or Step Two shall constitute a precedent for any purpose unless agreed to by the parties.
- **f.** Non-contractual grievances terminate with the Executive Vice President or designee as the final step and are not subject to arbitration.
- g. The filing of a notice to proceed to arbitration shall constitute a waiver of rights to judicial review by either party.
- **h.** All time limits above may be extended by mutual agreement of the parties.
- i. Non-renewal of an employee with an ending date, or non-renewal of an employee due to termination or non-renewal of the grant or contract funding his/her position is not subject to either the contractual or non-contractual grievance procedure provided the employee is informed of the terms of his/her employment in writing at the time of employment.
- **j.** Participants in the grievance procedure shall be protected under the provisions of Connecticut State Statute 5-271.
- **k**. The following shall not be subject to the grievance procedure: failure to continue a postdoctoral fellow after the end date of their appointment letter or separation or reduction because

of a lack of grant funding after the end date of their appointment letter.

The rest of Article 6 is in effect.

# Article 8 - Holidays

Article 8 is not in effect and is replaced by Article 35.

#### Article 9 – Transfers

Article 9 is in effect with the addition of the following language: Section 9.4. A University Postdoctoral Fellow with more than two years of UCONN Health employment in that capacity who transfers (i.e. no break in service) into a non postdoctoral fellow UHP position shall be credited with ten (10) vacation and ten (10) sick days at the time of the transfer, in addition to applicable personal leave time. Notwithstanding the language in Article 13.6, no payout of vacation time will be made if the employee does not successfully complete the new probationary period referenced in Article 18.1.

#### Article 10 - Vacancies

Article 10 is in effect except that neither this Article nor the recall provisions of this contract apply to vacancies of University Postdoctoral Fellow positions.

#### Article 11 - Sick Leave

Section 11.1 is modified as follows:

University Postdoctoral Fellows employed by UCONN Health shall receive a sick leave allotment of 12 days per year to cover sick absences for that calendar year. This allotment shall be credited on January 1<sup>st</sup> of each year to full-time postdoctoral fellows, and shall be pro-rated for those postdoctoral fellow hired after January 1<sup>st</sup>. Part-time postdoctoral fellows shall receive prorated leave time based on the percentage of employment indicated on their assignment authorization as of January 1<sup>st</sup> of each year (or as of date of hire). In no manner shall any of this leave time be accumulated or carried over from year to year or form any

basis for payment at the end of the year or the postdoctoral appointment.

c. The Employer may require proof of illness on a prescribed medical certificate form from the employee's treating physician when sick leave of five (5) consecutive scheduled work days or more is taken. The Employer also may require proof of illness on a prescribed medical certificate form from the employee's treating physician in all cases of suspected abuse.

An employee may provide the medical certificate directly to the Department of Human Resources and confidentiality shall be maintained. UCONN Health shall not discuss an employee with her/his physician(s) without prior permission of the employee. This provision shall not affect the current practices in workers' compensation.

**f.** UCONN Health shall grant sick leave to an eligible employee who is incapacitated for duty.

An eligible employee also shall be granted sick leave:

- 1. for medical, dental, or eye examination or treatment for which arrangements cannot be made outside of working hours;
- 2. in the event of death in the immediate family when as many as three working days leave with pay shall be granted. Immediate family means husband, wife, father, mother, sister, brother, grandparent (maternal or paternal) or child, and also any relative who is domiciled in the employee's household;
- 3. in the event of illness or severe injury to a member of the immediate family creating an emergency, provided that not more than five days of sick leave per calendar year shall be granted therefore:

- 4. for bereavement of persons other than members of the immediate family when permission is requested and approved in advance by their supervisor and provided that not more than three days of sick leave per calendar year shall be granted, therefore.
- g. UCONN Health shall continue its practice of allowing employees to donate accrued vacation and/or compensatory time to the sick leave account of a fellow bargaining unit employee who is absent due to a long-term illness or injury, subject to the following:
- 1. The absent employee must have a minimum of one (1) year of service.
- 2. The absent employee must have exhausted all of his/her accrued paid time and otherwise be on leave without pay status.
- 3. A request to donate vacation and/or compensatory time may be initiated by the Union or employee(s).
- 4. The request shall be submitted to the Department of Human Resources, and shall include a current medical certificate on the form prescribed by UCONN Health.
- 5. Donations may be made in minimum units of one (1) day or eight (8) hours only.
- 6. Donations will be applied to the absent employee's sick leave account as needed each pay period, by consultation between the Department of Human Resources and the employee or Union representative coordinating the donations. Donations and transfers of days shall not exceed the number of days needed to prevent the absent employee from being on leave

without pay, and shall not extend beyond the commencement of long-term disability benefits described in Section 21.2b.

Section 11.2 and 11.3 are in effect.

Section 11.4 is not in effect.

### Article 12 – Leaves

Section 12.1 is not in effect and is replaced by Article 35. The rest of Article 12 is in effect.

### Article 13 – Vacation

Article 13 is not in effect and is replaced by Article 35.

### Article 15 – Overtime

Article 15 is not in effect for University Postdoctoral Fellows.

#### Article 16 - Evaluation

Article 16 is in effect with the following addition:

Section 16.7. Postdoctoral fellows must receive at minimum an annual written evaluation prepared by their faculty mentor that is signed by both the fellow and the mentor. Written evaluations for University Postdoctoral Fellows should include a brief narrative on progress during the year, whether the fellow is meeting expectations and plans for future career development. The content of the evaluation must be discussed at a meeting between the mentor and the fellow. Copies of the written evaluations must be kept on file in the Departmental or UCONN Health office, and in the official file in Human Resources.

# Article 18 – Probationary Employees

Article 18.1 is modified as follows:

18.1 A probationary employee is a new bargaining unit employee who has not yet completed at least a six (6) month working test or trial period. The initial probationary period may be extended by the employer, but in no case shall exceed a total of one (1) year. The affected employee and the Union shall be notified in writing of such extension within two weeks of such

continuation. The following shall be excluded from the calculation of the probationary period: all leaves of absence without pay; all periods of workers' compensation or sick leave in excess of five (5) working days.

Employees who have previously completed at least a six (6) month working test or trial period who have separated from employment with UCONN Health for other than lay off or non-renewal and return to their formerly occupied position within six (6) months, shall not be required to serve an additional probationary period.

Employees who have previously completed at least a six (6) month working test or trial period who have separated from employment with UCONN Health for other than lay off or non-renewal and return to UCONN Health within six (6) months, shall not be required to serve an additional probationary period unless the separation was involuntary or the result of a negotiated settlement.

For employees hired on or after November 9, 1992, whose assignment authorizations are less than fifty (50) percent, the working test or trial period shall be nine months. If an employee's assignment authorization in the same position increases to fifty (50) percent or more after hiring, time spent in the nine-month working test or trial period shall count toward the six-month working test or trial period on a prorated basis.

Notwithstanding the above, if a University Postdoctoral Fellow voluntarily transfers to another University Postdoctoral Fellow position with a different mentor, or is hired into or voluntarily transfers into any other UHP position, a new probationary period will apply.

Section 18.7 is not in effect.
The rest of Article 18 is in effect.

# Article 19 – Health & Safety

Article 19 is in effect except for Section 19.11.

## Article 20 - Layoff

Article 20 is not in effect for University Postdoctoral Fellows and is replaced by the following:

This Article does not refer to probationary employees.

The non-renewal or failure to be reappointed after the end date of a Postdoctoral Fellow appointment letter shall be considered a layoff under this Article, but shall not cause a prior notice to be sent to the Union as required for other layoffs, nor shall it create bumping rights (Sections 20.4, 20.5) or recall rights (Sections 20.6, 20.7, 20.8) under this contract. Laid off Postdoctoral Fellows shall be considered internal applicants as described in Article 10 for one year. Postdoctoral Fellows shall be given written notice three months prior to non-renewal of appointment. Postdoctoral Fellows who are laid off (not non-renewed) shall be given written notice in accordance with Section 20.9.

At least ten (10) days prior to the decision by UCONN Health administration to reduce staff through layoffs, the Associate Vice President for Human Resources or designee will meet with the President of the Union or designee to discuss the anticipated layoffs.

At this meeting, bumping options and/or known vacancy options for each person laid off will be discussed.

Once notified, all employees impacted by layoff or non-renewal will be scheduled to meet with a Human Resources designee to discuss their rights under this Article. A Union representative may be present at this meeting.

20.1 In all cases requiring the termination of professional staff, primary consideration shall be given to

UCONN Health's responsibility to offer an appropriate range of services and to carry out its mission.

- 20.2 In all cases it is understood that layoffs shall be compatible with UCONN Health's affirmative action policies and take into consideration the qualifications of the employees and the needs of the program or grant.
- 20.9 Members of the bargaining unit whose assignment authorizations are at least fifty (50) percent shall be entitled to written notice of layoff according to the following schedule:

After six (6) months....two (2) weeks After one (1) year....six (6) weeks After five (5) years....twelve (12) weeks After ten (10) years....sixteen (16) weeks

In the event of elimination of a part-time position with an assignment authorization of less than fifty (50) percent, an employee who has been employed by UCONN Health for at least one (1) year, in a bargaining unit position, shall receive at least four (4) weeks notice of termination.

20.12 Dismissal for cause is not subject to the above schedule.

#### **Article 21 – Benefits**

Article 21 is in effect with the following addition:

# Section 21.2 Medical and Other Benefits.

**a.** All medical insurance, longevity as modified by the OJE agreement and tuition waiver benefits currently in force at the time of this Agreement shall remain in force, except as follows:

<u>Tuition Waiver</u>: An employee whose assignment authorization is less than fifty (50) percent shall not be entitled to tuition waiver benefits.

Medical Benefits: Any employee who is hired on or after March 1, 1996, with an assignment authorization of less

than fifty percent (50%) shall not be eligible for employer paid medical benefits. Any employee who is hired on or after March 1, 1996, with an assignment authorization of fifty percent (50%) or more and whose employment authorization subsequently drops below fifty percent (50%) for such time set forth in Section 1.3 shall not be eligible for employer paid medical benefits while working at the reduced level.

Any employee who been has employed continuously (as defined in Article 27 regarding seniority accruals) on and prior to March 1, 1996 and who has been enrolled in the medical benefit plan on and prior to that date, shall continue to be eligible for employer paid medical benefits on the same basis as employees whose assignment authorization is fifty percent (50%) or greater. Any employee who has been employed continuously on and prior to March 1, 1996, and who has been enrolled in the medical benefit plan on and prior to that date shall continue to be entitled to employer paid medical benefits even if his/her employment authorization drops below fifty percent (50%).

As used in this Agreement, "employer paid medical benefits" refers to the medical benefit plans available through, and the employer contribution rates specified in the agreement between the State and the coalition of State employee unions pursuant to Conn. Gen. Stat. Section 5-278(f). This Agreement is subject to any modification which may occur as the result of negotiations over that agreement between the State and the coalition of State employee unions pursuant to Conn. Gen. Stat. Section 5-278 (f).

A University Postdoctoral Fellow employed at UCONN Health as of March 3, 2004, in the UHP bargaining unit with an assignment authorization of less than fifty percent (50%) shall continue to receive the medical benefits they currently receive as long as they remain employed as a University Postdoctoral Fellow.

# Article 23 – Miscellaneous

Article 23 is in effect except for the following modifications:

Section 23.6 is not in effect

Section 23.7 is modified as follows:

23.7 Research Assistants, Associates and Postdoctoral Fellows. The parties agree that a letter describing conditions of appointment and funding will be given to new Research Assistants, Associates and University Postdoctoral Fellows by the Principal Investigator. Copies of this signed letter will be provided to the Union.

Section 23.8. University Postdoctoral Fellow positions are not eligible for this bonus.

# Article 26 – Salary

Article 26 is replaced by the following language for University Postdoctoral Fellows:

# For University Postdoctoral Fellows:

Effective upon ratification of the settlement of this contract, the compensation for a University Postdoctoral Fellow shall be not less than the minimum pay guidelines established by the National Institute of Health (NIH) National Research Service Award (NRSA) zero level of experience stipend amount (currently \$47,484).

Following 2017-2018 the compensation for the University Postdoctoral Fellows shall be not less than the NIH's minimum pay guidelines for NRSA zero level of experience stipend amount as it may be adjusted from time to time.

Effective July 1, 2016, each University Postdoctoral Fellow who has been employed in that capacity at UCONN Health shall have their salary remain unchanged.

Effective July 1, 2017, each University Postdoctoral Fellow who has been employed in that capacity at UCONN Health shall have their salary remain unchanged.

During year 2 (July 1, 2017 - June 30, 2018) of this Agreement, the Employer shall deduct the value of twenty-four (24) hours of pay on a proportionate basis from employees' bi-weekly compensation in order to achieve the financial savings for the agreed upon three (3) furlough days.

Effective July 1, 2018, each University Postdoctoral Fellow who has been employed in that capacity at UCONN Health since at least December 30, 2017, shall receive a \$2,000 one-time payment in the July 1, 2018 - June 30, 2019 fiscal year. Also, there shall be no salary increase for such fiscal year.

Effective in the pay period beginning July 5, 2019, each University Postdoctoral Fellow who has been employed in that capacity at UCONN Health since at least December 29, 2018, and who has not received an unsatisfactory evaluation, shall have their salary increased by three and one-half percent (3.5%).

Effective in the pay period beginning July 3, 2020, each University Postdoctoral Fellow who has been employed in that capacity at UCONN Health since at least December 28, 2019, and who has not received an unsatisfactory evaluation, shall have their salary increased by three and one-half percent (3.5%).

Employees on the regular payroll who are twenty percent (20%) or more shall receive a prorated share of salary for time worked.

# The following new Article applies to University Postdoctoral Fellows:

# Article 35 – Leave Time Provisions for University Postdoctoral Fellows

University Postdoctoral Fellows employed by UCONN Health shall receive a leave time allotment of 30 days per year to cover

vacation, personal and holiday time off needs for that calendar year. This allotment shall be credited on January 1<sup>st</sup> of each year to full-time Postdoctoral Fellows, and shall be pro-rated for those Postdoctoral Fellows hired after January 1<sup>st</sup>. Part-time Postdoctoral Fellows shall receive pro-rated leave time based on the percentage of employment indicated on their assignment authorization as of January 1st of each year (or as of date of hire). In no manner shall any of this leave time be accumulated or carried over from year to year or form any basis for payment at the end of the year or the postdoctoral appointment.

Postdoctoral Fellows must give notice to their mentor of their use of leave time in writing, at least two weeks prior to the use of such days except for emergencies, in which case notice shall be given as soon as possible. Their mentor shall respond in writing within one week. Except for emergencies, requests which have been approved shall be honored. Subject to the approval of the mentor, Postdoctoral Fellows shall be allowed to choose the time of their own vacation leave. Denials of Postdoctoral Fellow requests for leave time shall be based upon reasonable operational needs within the research program.

#### Memoranda of Agreement

The Memoranda of Agreement listed in the contract are in effect with the exception of the following:
Holidays for Part-Time Employees (pp.98)
Statewide "SCOPE" Agreement (pp.133)
"SCOPE" Agreement Addendum for UHP (pp.138).
The effective date for the leave time provisions in Articles 11 and 35 is May 1, 2004.

#### **AGREEMENT**

#### **BETWEEN**

#### THE STATE OF CONNECTICUT

#### AND

# THE STATE COALITION ON PAY EQUITY

#### PREAMBLE

The following agreement is reached pursuant to Connecticut General Statute 5-200c which requires that all inequities, including sex based inequities identified by the Objective Job Evaluation study be eliminated. The parties agree that equity is established based upon the new maximum salaries for each classification. This long standing legislative goal which originated based upon a 1979 review is hereby achieved. This agreement also allows all parties to determine the best method of preparing for the future role of state government. In particular, through this agreement, the parties affirm their commitment to ensuring that the personnel structure and the classification system appropriately address the needs of the public and its employees. Pursuant to that goal, the parties also have extended the Placement and Training Committee which has successfully provided a mechanism through which employees can make the transition from a declining area of employment to an area of service to the state.

#### **GENERAL PROVISIONS**

# SECTION ONE - JOINT COMMITTEE ON REDESIGNING STATE EMPLOYMENT

A As soon as possible following legislative approval of this Agreement, a Joint Labor/Management Committee on Redesigning State Employment shall be convened. The committee shall have twelve members. The members shall include six members appointed by the Governor and six members selected by SEBAC. The committee shall have two co-chairpersons. One chairperson shall be selected from the appointees of the Governor and the other chairperson from those selected by SEBAC.

The committee shall review the State's classification system and shall make recommendations to the General Assembly on April 1, 1995. The areas to be covered shall include, but not be limited to, reducing the overall number of classes; eliminating (to the extent possible) one incumbent classes; establishing career ladders that address the concerns of the Upward Mobility Committee and individual bargaining units; promoting flexibility in work assignments; genericizing classes/series; standardizing job specifications formatting/language; exploring new job designs that provide for better service delivery and increase job satisfaction; the role of unions and management in job design; and the future role of the placement and training committee. The committee shall consult with the Upward Mobility Committee and bargaining units representatives as part of its review process.

# SECTION TWO - MAINTENANCE OF THE PAY EQUITY SYSTEM.

- A There shall be a joint-labor management committee by bargaining unit to discuss the creation of all new or changed jobs within the bargaining unit.
- **B-F** (Does not apply to UCONN Health and the University Health Professionals.)

### G Job Design

The Willis system can be used to evaluate jobs in a variety of classification structures other than the traditional hierarchical structure. Individual bargaining units may negotiate clinical or diagonal job ladders, stipends, or other structures using a baseline evaluation for the "Working Level" job in the series.

# SECTION THREE - PLACEMENT AND TRAINING COMMITTEE

- A The parties reaffirm their commitment to maximize employment opportunities for State employees and to mitigate the impact of layoffs which may occur.
- **B** Except as modified below, the parties agree to continue the placement and training program as provided for in SEBAC 3.
- 1. Funds not used in 1992-93 and 1993-94 shall be carried over into subsequent fiscal years.

- 2. The joint labor/management committee established under this Agreement to review the State's classification system shall make recommendations on the future role of the placement and training program.
- 3. An eligible employee who goes through the DAS placement process and who is qualified for a higher position which is vacant and which the State has decided to fill, shall have preference for employment over outside hires. An employee who takes a higher position under the DAS placement process shall be paid at a rate that provides for a promotion to the position.
- 4. An employee who takes a position in a lower salary grade as part of the placement or on-the-job-training process shall be paid at the rate within the lower salary grade which is closest to but not more than his/her current salary, but not to exceed the maximum.
- 5. If an agency decides not to fill a vacant funded position with an employee who is qualified to fill the position, then the Agency shall state the reasons for not filling position to the Commissioner of Administrative Services. The Commissioner of Administrative Services shall make the final decision as to whether the employee shall be placed into the vacant funded position. The provisions above which provide for the placement at the direction of the Commissioner of Administrative Services shall only apply to positions in the classified service and to unclassified positions in the Departments of Corrections, Social Services, Mental Retardation, Children and Families, Education and Services for Blind, Public Health and Addiction Services and Mental Health. Other employers and appointing authorities retain the right to determine whether an individual shall be appointed to the vacant funded position.

#### **SECTION FOUR - EQUITY**

**A - E** (Does not apply to UCONN Health and the University Health Professionals.)

### F Shift, Weekend, or Overtime Differentials

Any classification currently eligible for overtime, weekend, or shift differential payments shall continue to be eligible for same upon the implementation of this Agreement. The purpose of this selection is to ensure that no employees' entitlement to overtime, shift, or weekend differentials, is diminished as a result of this pay equity agreement.

## **G** Working Conditions

All bargaining units shall be allowed to negotiate stipends for working condition issues.

#### H Red Circled Classes

If a red-circled class has a parallel class which has been assigned Willis points, the Willis points shall apply to the red-circled class. Any upgrading that results from this Agreement shall take place concurrently with the implementation of this Agreement. No one in a red-circled class shall be downgraded as a result of this evaluation. If there is no parallel class, the red-circled class shall be evaluated by the Master Evaluation Committee. If there is an upgrading based on Willis points assigned to the job, it shall take place retroactive to the date of the implementation of this Agreement. No one in a red-circled class shall be downgraded as a result of this evaluation.

#### I Recruitment and Retention

- 1. Recruitment and retention issues may be addressed in negotiations for a successor collective bargaining agreement in any collective bargaining unit.
  - 2. During the term of a collective bargaining agreement, if either party believes a recruitment and retention issue exists which is not covered by the terms of the collective bargaining agreement, the parties will meet and discuss the issues and options for the resolution of the matter. To determine whether a recruitment and retention issue exists, the parties shall be guided by, but not limited to, the criteria set forth in Appendix A.
- 3. If the parties reach an agreement over recruitment and retention issues during the term of a collective bargaining agreement, any adjustments in pay shall be effective and implemented on the date specified by the parties.

#### J Downgradings

No classification or individual shall be downgraded or red circled as a result of the implementation of the Objective Job Evaluation Study.

#### **SECTION FIVE - LONG TERM EQUITY**

In July 2005 a committee shall be convened which shall report on the status of pay equity. This report shall be made to the Governor, the General Assembly, and all state employee union representatives. This committee shall determine if any inequities based upon the race or gender of position incumbents has been reestablished. The committee shall be comprised of six appointees of the state employee bargaining agents, six appointees of the governor, and six appointees of the General Assembly.

### **SECTION SIX - DISPUTES AND ARBITRATION**

#### A Disputes Regarding General Provisions

- 1. There will be a labor-management review committee consisting of two representatives of the unions which are signatories to this Agreement, who shall be designated by the unions representing a majority of the bargaining units and a majority of state employees, and two representatives of the State employer.
- 2. Any dispute regarding the interpretation or application of the general provisions of the agreement may be submitted to the labor-management review committee, which shall meet to consider the dispute within two weeks of the union's request. If the dispute is not resolved, the matter may be submitted to final and binding arbitration. The arbitrator shall be mutually agreeable to the parties. If the parties cannot agree to an arbitrator, one will be selected using the Voluntary Rules of the American Arbitration Association. The expenses for the arbitrator's services and for the hearing shall be shared equally by the parties.

# B Unit Specific Disputes

Disputes regarding the interpretation or application of this agreement to a specific bargaining unit shall be grieved under that bargaining unit's collective bargaining agreement.

#### **SECTION SEVEN - DURATION**

This agreement shall be effective upon approval by the Connecticut General Assembly.

This agreement shall continue in full force and effect unless modified by mutual agreement of the parties or by individual bargaining agreements which specifically provide for a supersedence of the coalition agreement.

# AGREEMENT CONCERNING IMPLEMENTATION OF OBJECTIVE JOB EVALUATION AND ADDENDUM FOR THE SCOPE AGREEMENT

# UCONN HEALTH AND UNIVERSITY HEALTH PROFESSIONALS

Upon ratification by the University of Connecticut Board of Trustees and the University Health Professionals, Local 3837, AFT/CFEPE/ AFL-CIO (the "Union"), and approval by the Connecticut General Assembly, using funds provided by the State of Connecticut in accordance with C.G.S. 5-200c, "Funds for Elimination of Wage Inequities in State Service," UCONN Health agree to the following:

#### **LONGEVITY**

Effective with the April 1994 longevity payment, the following shall be the schedule of increments for longevity payments:

Salary Grade	Longevity Amount for 25 Years of Service*
1 and 2	\$490
3 and 4	\$550
5 and 6	\$610
7 and 8	\$670
9 and 10	\$730
11 and 12	\$790
13 and 14	\$850
15 and 16	\$910
17 and 18	\$970
19 and 20	\$1,030
21 and 22	\$1,090

<sup>\*</sup>Longevity payments shall be made twice per year based on effective dates of April 1 and October 1. The above are the payments made twice per year to employees with 25 years of service.

Employees with fewer years of service shall receive partial payments twice per year as follows:

20 years or more - 3/4 15 years or more - 1/2 10 years or more - 1/4

# **WORK WEEK**

A Effective February 4, 1994, any person hired to work full time must work forty (40) hours per week.

- B Employees hired prior to February 4, 1994 who were hired in their current positions as full time employees but are working between thirty-five (35) and forty (40) hours per week shall continue to be considered full time so long as they remain in their current positions or in the same function in the same department; provided, however, that their pay shall be adjusted in accordance with C below. UCONN Health and the Union shall identify and agree to a list of these employees and only the identified employees shall be covered by this paragraph B.
- C It is understood that the salary schedule which results from OJE negotiations reflects a forty-hour full time employee's salary and all employees working less than forty (40) hours per week shall have their pay adjusted accordingly.

### **CLASSIFICATION SYSTEM**

The existing UCONN Health job titles for bargaining unit employees shall be abolished and all employees shall be placed in one of the new titles of the classification system developed through the OJE study.

Job descriptions developed pursuant to the Objective Job Evaluation study shall be effective upon legislative approval of this agreement.

#### **TIER STATUS**

The Human Resources Department ("HRD") shall evaluate each title and place it in Tier 1, Tier 1-A or Tier II, based on HRD's determination as to whether the job is exempt or non-exempt under state and federal wage and hour laws. HRD shall notify the Union of its proposed designation for each title, and provide the Union with an

opportunity to comment, for a period of two (2) weeks, prior to making a final determination. Any employee whose status will be changed as a result of this determination shall be given notice in writing.

If, as a result of assignment to a new classification, a current employee's status will change from Tier II to Tier I-A, the employee shall have the choice of remaining at Tier II or moving to Tier I-A. Each such current employee shall sign an acknowledgment of the choice of Tier status. This option shall not apply to employees hired on or after legislative approval of this agreement. Such employees shall be assigned to Tier I-A if the classification is assigned to Tier I-A.

If, as a result of assignment to a new classification, a current employee's status will change from Tier I-A to Tier II, the employee shall have the choice of remaining at Tier I-A or moving to Tier II. Each such current employee shall sign an acknowledgment of the choice of Tier status. This option shall not apply to employees hired on or after legislative approval of this agreement. Such employees shall be assigned to Tier II if the classification is assigned to Tier II.

If, as a result of assignment to a new classification, a current employee's status will change from Tier I to Tier II, the employee shall have the choice of moving to Tier I-A or moving to Tier II. Each such current employee shall sign an acknowledgment of the choice of Tier status. This option shall not apply to employees hired on or after legislative approval of this agreement. Such employees shall be assigned to Tier II if the classification is assigned to Tier II.

Individual employees grandparented in a different Tier than the appropriate classification Tier shall not be used to determine whether or not the classification is appropriately covered by FLSA.

#### RATING COMMITTEE

There shall be a Rating Committee established to evaluate jobs in accordance with the Willis point system and to hear appeals concerning reclassification and reevaluation.

The Committee shall have a total of six members: two representatives of UCONN Health, two representatives of the Union, and the President of the Union and the Assistant Vice President for Human Resources, or their designees. Each party shall appoint four (4) individuals who are trained and experienced in rating jobs under the Willis system to serve on the Committee--two members will be chosen for each meeting.

All members of the Rating Committee must have received training in following areas:

- (1) the classification system and how classes are used at UCONN Health;
  - (2) the Willis job evaluation system.

In reviewing a request for reclassification or reevaluation of a job, the Committee shall review the job specification(s) and other relevant information. The Committee shall evaluate a job based on the existing duties of the position or job specification. The Committee may supplement written materials with interviews of the employee(s) and management.

The Rating Committee shall meet and make a decision within thirty (30) days of a request for a rating or a reclassification appeal.

In the event that the Rating Committee cannot reach consensus on the points assigned to a job or on a reclassification or reevaluation appeal, the matter shall be referred to the Vice President or designee, whose decision shall be final. (Consensus shall require that at least four of the six members of the Committee are in agreement.) The designee of the Vice-President shall not be a member of the Rating Committee. Prior to making a final decision, the Vice-President or designee shall meet with one representative of each party to hear their respective positions on the issue(s). The Vice-President or designee shall make a decision within thirty (30) days of the date of the submission to him/her.

For the purpose of this provision, "days" shall be defined as Monday through Friday, excluding holidays.

Ratings of jobs shall not be subject to grievance or arbitration procedures. Reclassification of positions shall not be subject to the grievance or arbitration procedure.

The Rating Committee has no authority to make changes in duties.

No member of the Rating Committee shall discuss with an employee(s) (bargaining unit or non-bargaining unit) the content of the Rating Committee's discussions about a particular case. There shall be a written summary of the reasons for the Committee's decision. A copy of the summary shall be given to the department head and the Union and, in a reclassification appeal, to the employee.

### **CREATION OF NEW JOBS**

There shall be a Labor/Management Committee established to discuss the creation of all new or changed jobs within the bargaining unit.

For new jobs which are not included in the classification system, the Human Resources Department shall develop a job specification based on the duties expected to be performed. This job description shall be reviewed with the department and the Union. The job specification and other pertinent information will be referred to the Rating Committee for evaluation under the Willis system.

The parties recognize that it is difficult to properly evaluate the salary grade placement of new positions without complete job content information. Accordingly, once an incumbent in a new job has been performing in the position for at least six (6) months, a questionnaire will be completed and the position will be reviewed by the Human Resources Department and the Rating Committee to ensure consistency of application of the job evaluation system. The Rating Committee process shall be as set forth above.

If the six-month review results in a reduction in the salary grade applicable to the job, the incumbent shall be moved to that step in the lower grade which is at least equal to her/his original salary. If there is no step in the lower grade which is at least equal to her/his original salary, the employee shall not have her/his salary reduced, shall receive general wage increases, and shall be placed on the appropriate step in the lower salary grade at such time as there is a step placement which will not result in a reduction in pay.

If the six-month review results in an increase in the salary grade applicable to the job, the increase shall be effective the pay period following completion of the review by the Rating Committee. The employee shall be placed on the step in the new salary grade which is closest to but not less than the salary prior to the increase.

# POSITION RECLASSIFICATION AND SUBSTANTIAL CHANGES IN EXISTING JOBS

- A If an employee believes that he/she is not properly classified, that his/her duties have changed substantially, such employee may submit a request for review of the duties through the department head to the Associate/Assistant Vice President, Dean or Hospital Director, who shall make a decision as follows:
  - (a) to recommend reclassification to HRD; or
- (b) to remove the duties which are not within the employee's job specification; or
  - (c) to deny any change.
- If the employee disagrees with the decision of the Associate/Assistant Vice President, Dean or Hospital Director, the employee may appeal the decision through the Union.

- B If the department recommends reclassification or the Union decides to pursue the appeal, either may submit to the Human Resources Department a request for reclassification, or for a job specification change or for a review of the points assigned to the job. Such request shall include the present classification, the proposed classification or job specification changes and a justification for the reclassification or other action requested.
- C The Human Resources Department will audit the position or classification and issue a written determination within forty-five (45) days from receipt of the request. The Human Resources Department will send a copy of its report to the Union at the time it is issued.
- **D** Whenever UCONN Health implements changes in job specifications or changes in the duties assigned to a job classification, the Union may submit views, data and information on the question of whether or not the change in duties may result in a change in assigned points.
- E In the event that the Union disagrees with the decision of the Human Resources Department under B, C, or D above, the Union may file an appeal within fifteen (15) days from the date of receipt of the Human Resources Department determination to the Rating Committee.
- F Any change in title or compensation shall be effective the pay period following the date of submission to Human Resources Department under B above or the implementation of changes under D above.

# TEMPORARY ASSIGNMENT TO HIGHER CLASSIFICATIONS

An employee who is assigned the duties of a higher level classification on an acting basis shall be temporarily reclassified to the classification of the higher level position, provided that the assignment is expected to or in fact does last a minimum of three (3) months. (The three-month rule may be waived by mutual agreement of HRD and the Union.) The department shall give notice of the assignment to HRD, with a copy to the Union, in advance of the effective date, except in any emergency in which case notice shall be given within five (5) working days. Any change in compensation shall be effective the pay period following the date of the assignment.

## **CERTIFICATION PAYMENTS**

Certification payments shall not be changed as the result of this agreement. The parties agree to meet and agree to a memorandum of agreement listing certification bonuses or other payments and the criteria for receipt.

### DENIAL OF INCREASES

An employee whose performance is less than satisfactory may be denied any step increase negotiated by UCONN Health and the Union. Less than satisfactory performance shall not be the basis for denial of any general wage increase negotiated by UCONN Health and the Union.

### SIDE LETTER

By entering into this Agreement, UCONN Health is not waiving any of the provisions of Article 4, Board Prerogatives, of the contract.

It is the present intent of UCONN Health to continue the classification structure recommended by the OJE study. If this new classification structure is discontinued at any time in the future, UCONN Health shall bargain with the Union to the extent required by law.

## APPENDIX I MERIT CRITERIA

## A. Management/Administrative Achievements

- 1. Human Relations Skills (this would include such things as an individual's ability to work with other professionals, and/or clients, leadership skills, ability to motivate staff/or clients, encourages employees' career development and similar skills);
- 2. Technical Skills (this would include such things as the ability to segment the job into workable units, establish procedures and integrate them into a workable system, work under unusual stress or pressure, and/or above normal workload and/or without direction);
- 3. Conceptual Skills (this might include the ability to anticipate new techniques or applications that might improve how work is handled or which would increase the volume of work);
- **B.** Patient Care Activities (this might include special recognition by patients or clinical recognition by peers for outstanding patient care; it might also include activities which result in significant improvement in patient care methods or prevention of serious problems);
- C. Professional Service/Knowledge/Dependability (this category might include an employee's international, national, local or state professional organization work as well as any other professional service, either external or internal to UCONN Health);

Professional Growth (this would include the demonstrated initiative to learn new techniques, teach courses, seminars, or workshops, give in-service training, write books or journal articles and attend professional meetings):

Dependability (this would include the employee's willingness to work "cover" time, holidays, on-call time, to accept special projects or unattractive jobs);

- **D.** Special projects (please identify the special project and its impact);
- E. Other meritorious activities (be specific).

#### UCONN HEALTH UHP SALARY TITLES AND SALARY GROUPS

CLASS		SALARY	CLASS		SALARY
CODE	Payroll Title	GROUP	CODE	Payroll Title	GROUP
8981	Academic Computing Specialist I	04	1065	Childcare Teacher	02
8982	Academic Computing Specialist II	06	0616	Clinic Office Assistant	02
8983	Academic Computing Specialist III	08	0617	Clinical Coordinator	05
0801	Accounts Receivable Collector	03	0999	Clinical Engineer	12
5595	Admin & Clinical Research Coord	08	0806	Clinical Laboratory Supervisor	09
5495	Admin & Clinical System Coordin	09	0804	Clinical Nurse I	07
0604	Administrative Coordinator	05	0991	Clinical Nurse II	07
1088	Administrative Supervisor, Nursing*	09	1021	Clinical Nurse Specialist*	
0657	Administrative Fiscal Assistant	05	1055	Clinical Nurse Supervisor	09
0606	Administrative Officer	0.8	0860	Clinical Noise Supervisor Clinical Case Manager	09
0602	Administrative Program Assist I	02	1434	Clinical Case Manager Clinical Coding & Documentation Off	09
0603	Administrative Program Assist II	04	1052	<del>-</del>	13
0607	Administrative Program Coord	07	0796	Clinical Documentation Specialist	08
0608	Admissions Coordinator	03	4130	Clinical Marketing Manager	14
0609	Affirmative Action Officer	07	9622	Clinical Pastoral Educ Program Sprvs Clinical Perfusionist*	12
0761	Anesthesia Technical Supervisor	05	0630		06
4156	Application Architect	14	9620	Clinical Practice Manager I	10
4153	Application Developer I	07		Clinical Practice Manager II	11
4154	Application Developer II		0618	Clinical Program Marketing Coord	07
4155	Application Developer III	10 13	1345	Clinical Radiologic Supervisor*	09
3724	Architectural/Electrical Designer		4141	Clinical Research Assistant I	04
4131	<del>-</del>	08	4142	Clinical Research Assistant II	06
4282	Asst Director, Campus Planning, Design & Cn	14	4143	Clinical Research Assistant III	80
3599	Asst Director, Ctr of Lab Animal Care	13	4144	Clinical Research Associate I	10
1431	Asst Director, Computer Services	15	4145	Clinical Research Associate II	13
4129	Asst Director, Facilities Management	13	1635	Clinical Research Technician	03
	Asst Director, Indr Envirti Qual & Hith	14	1432	CMHC-Information Systms Manager	13
1428	Asst Director, Patient Relations	14	0619	Coding & Abstracting Supervisor	06
0027 9268	Asst Director, Prorty & Materials Mngmnt	14	0620	Coding Reimbursement Specialist	03
9268 0762	Asst Director, Purchasing	14	0795	Coding Trainer	80
0752	Asst Envrnti Health & Safety Officer	. ***	0622	Communications Officer I	07
0610	Assistant Nursing Manager		0621	Communications Officer II	10
0763	Assistant Planner	06	4945	Community Based Education Spec	07
	Assistant Radiation Safety Officer	08	3646	Community Health Specialist	07
0611	Associate Editor	06	3645	Community Health Worker	05
1583	Athletic Trainer	05	0641	Computer Graphics Specialist	05
4455	Autopsy/Pathology Technician	05	3647	Construction Design/Project Suprv	13
5119	Biological Safety Officer	12	9289	Cost Acceting & Reporting Manag	14
1019	Biomedical Communication Supervisor	07	4124	Cytotechnologist	09
4946	Biomedical Technician I	04	0807	Dental Auxiliary Instructor	05
0997	Biomedical Technician II	07	8080	Dental Hygienist	05
2789	Biomedical Technician Specialist	09	0809	Dental Materials Mngmnt Coord	06
0528	Bone Densitometry Technologist*	05	1035	Dental Reception Coordinator	03
0615	Budget Analyst	07	0810	Dental Supply Assistant	02
0792	Business Services Manager	10	4147	Desktop Technician I	04
4139	Business System Analyst	1 <b>1</b>	4148	Desktop Technician II	07
0529	Cancer Registry Coordinator	09	0626	Development Coord Of Information Systems	02
0765	Cardiac Testing Technician	03	0627	Development Officer	07
0466	Cardiology Coordinator	80	0992	Diagnostic Medical Sonographer*	05
1182	Cardiovascular Technologist I	05	0811	Diagnostic Radiologic Tech*	04
4128	Cardiovascular Technologist II	06	0813	Echocardiogram Technician*	04
0766	Cast Technician	04	0629	Editor	ОВ
0801	Chaplain	08	0840	Education & Development Spec	09
0802	Child Life Program Coordinator	13	0865	Education Technology Technician	04
0803	Child Life Specialist	08	1005	Electrical Engineer	12
0625	Childcare Head Teacher	05	1006	Electrical Services Manager	10
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# UCONN HEALTH UHP SALARY TITLES AND SALARY GROUPS

CLASS	Davis II Title	SALARY	CLASS		SALARY
CODE	Payroll Title	GROUP	CODE	Payroll Title	GROUP
1057	Electroneurodiagostic Technician	04	9266	Medical Dosimetrist*	80
0816	Embalmer/Prosector	08	3722	Medical Laboratory Coordinator	07
1365	Emergency Depart Admissions Spec	03	0830	Medical Laboratory Technician	04
0642	Employee Assistance Counselor	07	0666	Medical Materials Mngmnt Sprvs	06
0580	Ergonomist	15	0667	Medical Records Coding Tech	03
3723	Estimator	80	0668	Medical Records Supervisor	06
1037	Executive Assistant	06	0831	Medical Technologist I	06
0817	Family Planning Program Educator	09	0832	Medical Technologist II	08
0818	Family Planning Program Manager	13	0833	Mental Health Clinician	09
9288	Finance Manager	14	0834	Mobile Intensive Care Coordinator	11
0624	Financial Aid Officer	07	8552	Neonatal Spec/Respiratory Care	08
0658	Fiscal Assistant	02	1430	Neonatal Transp & Nrsing Outroh Educ Cord*	12
1008	General Maintenance Services Coord	08	1062	Network Services Librarian	01
0660	Grants And Contracts Supervisor	12	1025	Network Telecommunications Specialist	07
0819	Heart Station Supervisor	05	0836	Nuclear Medicine Technologist*	05
4125	Histology Technician	04	0837	Nurse Anesthetist*	11
4127	Histology Supervisor	09	0835	Nurse Practitioner*	12
4126	Histotechnologist	08	1051	Occupational Health Nurse	08
4194	Human Resources Assistant	02	0842	Occupational Therapist I	06
4193	Human Resources Associate	04	0843	Occupational Therapist II	08
1009	Industrial Hygienist	09	0988	Occupational Therapy Supervisor	11
4320	Industrial Hygienist II	11	6000	Operations Mngr, Facilities Services	
1183	Infection Control Specialist	08	0844	Ophthalmology Technician	10 03
4545	Information Specialist	04	0877	Oral & Maxillofacial Rad Clinic Sprvs	
0555	Information Technology Project Mngr	14	4115		08
4152	Infrastructure Architect	14	5121	Outreach Program Manager	10
4415	Instructional Design Specialist	12	3083	Pathologists' Assistant	13
8984				Patient Flow Assistant	02
0661	Instructional Technology Specialist	10	4136	Patient Safety Coordinator	10
0725	International Students And Faculty Specialist	07	0672	Patlent Services Representative	03
0725	Interpreter (Deaf and Hard of Hearing)	06	0671	Patient Services/ Accounts Coord	05
	Interpreter Services Coordinator	10	0878	Pharmacist*	08
0820	Investigational Drug/Drug Information Pharma	09	1582	Pharmacy Administrative Manager	11
4281	IVF Embryology Technologist	13	0879	Pharmacy Clinical Coordinator*	10
0994	Lab Animal Technical Srvcs Spec	06	0880	Pharmacy Purch & Inventory Spec	04
0824	Lead Dental Auxiliary Instructor	05	0881	Physical Therapist I	06
8289	Lead Diagnostic Med Sonographer*	90	0882	Physical Therapist II	08
4140	Lead Echocardiogram Technician*	06	0883	Physical Therapy Assistant	. 05
1036	Lead Electroneurodiagnostic Tech	05	0884	Physician Assistant*	12
0662	Lead Medical Records Coding Tech	06	1468	Planning Specialist	08
0987	Lead Nuclear Medicine Technologist*	06	0886	Poison Information Specialist	08
2624	Lead Patient Sycs Representative	04	1020	Preclinical Education Specialist	05
0825	Lead Poison Information Specialist	09	5120	Procurement Contract Specialist	12
1060	Lead Project Planning Coordinator	11	0750	Prgm Coord/ Intrntnal Comm Hith Std	10
0826	Lead Radiologic Technologist*	06	0751	Prgrm Mngr - Clinical Education	09
8288	Lead Pulmonary Function Specialist	05	9621	Project Mingr, Campus Planning	12
9264	Lead Radiation Therapy Tech*	06	1022	Project Planning Coordinator	09
8996	Librarian I	07	1014	Psychiatric Admissions Coord	07
8997	Librarian II	08	0887	Pulmonary Function Specialist	05
8998	Librarlan III	10	0753	Purchasing Financial Officer	06
1066	Librarian IV	13	0888	Quality Assurance Specialist	08
0663	Library Technician I	04	0889	Radiation Safety Technician I	04
0664	Library Technician II	06	0890	Radiation Safety Technician II	05
0605	Manager Of Student Financial Srvcs	10	9265	Radiation Therapy Technologist*	05
0752	Materials Management Supervisor	09	8549	Registrar	09
1012	Mechanical Services Manager	10	0891	Rehabilitation Coordinator	
1013	Mechanical Systems Specialist	12	5273	Rehabilitation Styc Oper Mngr	11
0827	Medical Assistant	03	0990	Rehabilitation Styce Oper lyingr	14
	the areas i indicital if	03	0990	Izenantitation ottes orbetalsot	11

# UCONN HEALTH UHP SALARY TITLES AND SALARY GROUPS

CLASS		SALARY	CLASS		SALARY
CODE	Payroll Title	GROUP	CODE	Payroll Title	GROUP
4132	Reimbursement Analyst	07	9058	University Technician I	04
4133	Reimbursement Analyst II	11	9059	University Technician II	07
1030	Research Analyst	06	4947	Veterinary Technologist	05
1031	Research Assistant I	04	1028	Video Communications Supervisor	80
6831	Research Assistant II	06	1029	Visual Media Designer	04
6832	Research Assistant III	08	7599	Volunteer Services Coordinator	09
6833	Research Associate I	10			
6834	Research Associate II	13			
8977	Research Compliance Monitor I	09			
8978	Research Compliance Monitor II	11			
1032	Research Data Base Manager	05			
0892	Research Facilitator	10			
7785	Research Safety Specialist I	07			
7786	Research Safety Specialist II	08			
0982	Social Work Supervisor	11			
0894	Social Worker I	07			
0981	Social Worker II	09			
0984	Specialized Dental Lab Technician	06			
0983	Specialty Radiologic Technologist*	05			
5598	Speech Pathologist	10			
8959	Sponsored Programs Specialist	12			
8550	Staff Accountant	06			
0600	Staff Accountant II	07			
8551	Staff Accountant III	09			
0985	Staff Nurse CN1	06			
0665	Staff Nurse CN2	07			
0669	Staff Nurse CN3	80		•	
0670	Staff Nurse CN4	09			
0755	Supervising Accountant	12			
0756	Supervisor Admitting Department	05		4	
0757	Supress Patient Services/Accounts	08			
0893	Supervisor Respiratory Therapy	08			
0986	Supervisory Medication Nurse	05			
0989	Supervisory Pharmacist	10			
0841	Supply Coordinator	04			
1023	Systems Coordinator	05			
4149	Technical Analyst 1	80			
4150	Technical Analyst II	10		,	
4151	Technical Analyst III	11			
7249	Telecommunications Asst Director	14			
	Telecommunications Supervisor	08			
	Television Rental Technician	01			
1026	Television Production Specialist I	04			
	Television Production Specialist II	06			
	Therapeutic Recreation Specialist	08			
	Timekeeper/Payroll Coordinator	02			
	Tumor Registry Specialist	03			
	University Physician Fee Specialist	06			
	University Postdoc Fellow	**			

<sup>\*</sup> market adjusted \*\*see pages 129-131 \*\*\*see page 32

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			ι	JHP 40 hr/v	vk Payplan	N HEALTH Effective 0	7/10/2015 (	UH)			
Group	<u>Period</u>	Step 1	<u>Step 2</u>	<u>Step 3</u>	Step 4	<u>Step 5</u>	Step 6	Step 7	<u>Step 8</u>	Step 9	Step 10
1	ANNUAL BIWEEKLY	38,459 1,479,20	39,707 1,527.20	40,934 1,574.40	42,182 1,622.40	43,430 1,670.40	44,637 1,716,80	45,885	47,133	48,339	49,587
	HRLY	18.49	19.09	19,68	20.28	20.88	21.46	1,764.80 22.06	1,812.80 22.66	1,859.20 23.24	1,907.20 23.84
2	ANNUAL	41,829	43,264	44,678	46,093	47,528	48,942	50,378	51,792	53,227	54,662
	BIWEEKLY HRLY	1,608.80 20.11	1,664.00 20.80	1,718,40	1,772.80	1,828.00	1,882.40	1,937.60	1,992.00	2,047.20	2,102.40
3	ANNUAL	45,531	47,112	21.48 48,693	22.16 50,253	22,85 51,834	23.53 53,394	24.22 54,954	24.90 56.534	25,59 58,115	26.28 59.696
	BIWEEKLY	1,751.20	1,812.00	1,872.80	1,932.80	1,993.60	2,053.60	2,113,60	2,174.40	2,235.20	2,296.00
	HRLY	21.89	22.65	23.41	24.16	24.92	25.67	26,42	27.18	27.94	28.70
4	ANNUAL BIWEEKLY	49,462 1.902,40	51,147 1,967.20	52,832 2,032.00	54,538 2,097.60	56,243 2,163.20	57,949 2,228,80	59,654 2,294,40	61,318 2,358.40	63,045 2,424.80	64,730 2,489,60
	HRLY	23.78	24,59	25.40	26.22	27.04	27.86	28.68	29,48	30.31	31,12
5	ANNUAL	53,477	55,307	<b>57,1</b> 17	58,926	60,757	62,566	64,355	66,165	67,995	69,784
	BIWEEKLY HRLY	2,056.80 25.71	2,127.20 26.59	2,196.80 27.46	2,266.40 28.33	2,336,80 29,21	2,406.40 30.08	2,475.20 30.94	2,544.80	2,615.20	2,684.00
6	ANNUAL	57.595	59,530	61.464	63.357	65,270	67,205	69,098	31.8 <b>1</b> 71.011	32,69 72,946	33,55 74,838
	BIWEEKLY	2,215,20	2,289.60	2,364.00	2,436.80	2,510.40	2,584.80	2,657.60	2,731.20	2,805.60	2,878.40
7	HRLY	27.69	28.62	29.55	30.46	31,38	32.31	33.22	34.14	35.07	35.98
,	ANNUAL BIWEEKLY	61,734 2,374.40	63,752 2,452.00	65,770 2,529,60	67,787 2,607.20	69,805 2,684.80	71,822 2,762.40	73,840 2.840.00	75,878 2,918.40	77,875 2,995.20	79,893 3,072.80
	HRLY	29.68	30.65	31.62	32.59	33,56	34.53	35,50	36.48	37.44	38.41
8	ANNUAL	65,811	67,954	70,075	72,218	74,339	76,440	78,541	80,683	82,826	84,947
	BIWEEKLY HRLY	2,531.20 31.64	2,613.60 32.67	2,695.20 33.69	2,777.60 34.72	2,859.20 35,74	2,940.00 36.75	3,020,80 37,76	3,103.20 38.79	3,185.60 39.82	3,267.20 40.84
9	ANNUAL	69,784	72,030	74,298	76,544	78,770	.81,016	83,262	85.509	87,755	89,981
	BIWEEKLY	2,684.00	2,770,40	2,857.60	2,944.00	3,029.60	3,116.00	3,202.40	3,288.80	3,375.20	3,460.80
10	HRLY ANNUAL	33.55 73.694	34,63 76,045	35.72 78.416	36.80 80,787	37.87	38.95	40.03	41.11	42.19	43,26
10	BIWEEKLY	2.834.40	2,924.80	3,016.00	3,107.20	83,179 3,199.20	85,530 3,289,60	87,942 3,382.40	90,314 3,473,60	92,664 3,564.00	95,077 3,656,80
	HRLY	35,43	36.56	37.70	38.84	39,99	41.12	42.28	43.42	44,55	45.71
11	ANNUAL	77,438	79,934	82,451	84,968	87,485	90,022	92,539	95,077	97,573	100,131
	BIWEEKLY HRLY	2,978.40 37.23	3,074,40 38,43	3,171.20 39.64	3,268,00 40,85	3,364.80 42.06	3,462.40 43,28	3,559.20 44.49	3,656,80 45.71	3,752.80 46.91	3,851,20 48,14
12	ANNUAL	81,037	83,720	86,382	89,086	91,770	94,453	97,157	99,778	102,482	105,144
	BIWEEKLY	3,116.80	3,220.00	3,322,40	3,426.40	3,529.60	3,632.80	3,736.80	3,837.60	3,941.60	4,044.00
13	HRLY ANNUAL	38,96 84,552	40.25 87,402	41,53 90,272	42.83 93.101	44.12 95.950	45.41 98.821	46,71 101,670	47.97 104.520	49,27 107,349	50.55
	BIWEEKLY	3,252.00	3,361.60	3,472.00	3,580.80	3,690.40	3,800.80	3,910.40	4,020.00	4,128.80	110,219 4,239.20
	HRLY	40.65	42,02	43.40	44.76	46.13	47.51	48.88	50,25	51.61	52,99
14	ANNUAL BIWEEKLY	88,005 3,384,80	91,021 3,500,80	94,058 3,617.60	97,074 3,733,60	100,131 3,851.20	103,168 3,968,00	106,184	109,200	112,258	115,274
	HRLY	42.31	43,76	45.22	46,67	48.14	49,60	4,084.00 51.05	4,200.00 52.50	4,317.60 53.97	4,433,60 55,42
15	ANNUAL	91,374	94,578	97,802	101,026	104,229	107,453	110,677	113,880	117,104	120,307
	HRLY	3,514.40 43.93	3,637.60 45.47	3,761.60 47.02	3,885.60	4,008.80	4,132.80	4,256.80	4,380.00	4,504.00	4,627.20
16	ANNUAL	94,765	98,176	101,587	48,57 104,957	50.11 108,347	51,66 111,758	53.21 115,170	54.75 118,581	56.30 121,950	57.84 125,362
	BIWEEKLY	3,644.80	3,776.00	3,907,20	4,036.80	4,167.20	4,298.40	4,429,60	4,560.80	4,690,40	4,821.60
17	HRLY	45,56 99,050	47.20 102,627	48,84	50.46	52.09	53.73	55,37	57.01	58,63	60.27
17	ANNUAL BIWEEKLY	3,809.60	3,947.20	106,226 4,085.60	109,782 4,222,40	113,381 4.360.80	116,938 4,497.60	120,536 4,636.00	124,093 4,772,80	4,911.20	131,269 5,048,80
	HRLY	47,62	49.34	51.07	52.78	54.51	56.22	57.95	59.66	61.39	63.11
18	ANNUAL	103,709	107,578	111,446	115,294	119,142	123,011	126,859	130,728	134,555	138,424
	BIWEEKLY HRLY	3,988,80 49,86	4,137.60 51.72	4,286,40 53,58	4,434.40 55.43	4,582.40 57.28	4,731.20 59.14	4,879.20 60.99	5,028.00 62.85	5,175.20	5,324.00
19	ANNUAL	108,763	112,902	117,042	121,139	125,299	129,418	133,578	137,696	64.69 141,835	66,55 145,974
	BIWEEKLY	4,183.20	4,342,40	4,501.60	4,659.20	4,819.20	4,977.60	5,137.60	5,296.00	5,455.20	5,614.40
20	HRLY ANNUAL	52.29 114,171	54,28 118,768	56.27 123,344	58.24	60.24	62,22	64.22	66,20	68.19	70.18
20	BIWEEKLY	4,391.20	4,568.00	4,744.00	127,941 4,920.80	132,538 5,097.60	137,093 5,272.80	141,690 5,449.60	146,286 5,626,40	150,904 5,804.00	155,480 5,980.00
	HRLY	54,89	57.10	59.30	61.51	63,72	65.91	68,12	70.33	72,55	74.75
21	ANNUAL	119,974	125,008	130,062	135,117	140,150	145,184	150,238	155,272	160,306	165,360
	BIWEEKLY HRLY	4,614.40 57.68	4,808.00 60.10	5,002,40 62.53	5,196.80 64,96	5,390,40 67.38	5,584.00 69,80	5,778,40 72,23	5,972.00 74,65	6,165.60 77.07	6,360.00 79,50
22	ANNUAL	126,152	131,726	137,301	142,875	148,408	154,024	159,578	165,152	170,747	79,50 176,280
	BIWEEKLY	4,852,00	5,066.40	5,280.80	5,495.20	5,708.00	5,924.00	6,137,60	6,352.00	6,567.20	6,780.00
	HRLY	60,65	63.33	66,01	68.69	71.35	74.05	76.72	79.40	82.09	84,75

UCONN HEALTH

UHP 40 hr/wk Payplan Effective 07/05/2019 (UH)											
Group	<u>Perlod</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	Step 4	<u>Step 5</u>	Step 6	Step 7	Step 8	Step 9	Step 10
1	ANNUAL	39,811	41,101	42,370	43,659	44,970	46,218	47,507	48,797	50,045	51,334
	BIWEEKLY	1,531.20	1,580.80	1,629.60	1,679.20	1,729.60	1,777.60	1,827.20	1,876.80	1,924.80	1,974.40
2	HRLY ANNUAL	19.14 43.306	19.76 44,782	20.37 46,259	20,99 47,715	21.62	22,22	22.84	23.46	24.06	24.68
-	BIWEEKLY	1,665,60	1,722.40	1,779.20	1,835.20	49,192 1,892.00	50,669 1,948,80	52,146 2,005.60	53,622 2,062.40	55,099	56,576
	HRLY	20,82	21.53	22.24	22,94	23.65	24,36	25.07	25,78	2,119.20 26.49	2,176.00 27.20
3	ANNUAL	47,133	48,776	50.398	52,021	53,664	55,266	56,888	58,531	60,154	61,797
	BIWEEKLY	1,812.80	1,876.00	1,938,40	2,000.80	2,064.00	2,125,60	2,188.00	2,251,20	2,313.60	2 376.80
	HRLY	22.66	23.45	24.23	25.01	25.80	26.57	27.35	28.14	28.92	29.71
4	ANNUAL	51,210	52,957	54,683	56,451	58,219	59,987	61,755	63,482	65,270	66,997
	BIWEEKLY	1,969.60	2,036.80	2,103.20	2,171.20	2,239,20	2,307.20	2,375.20	2,441.60	2,510.40	2,576.80
5	HRLY	24.62	25,46	26.29	27.14	27.99	28.84	29,69	30.52	31,38	32.21
Þ	ANNUAL	55,349	57,262	59,134	61,006	62,899	64,771	66,622	68,494	70,387	72,238
	BIWEEKLY HRLY	2,128.80 26.61	2,202.40 27,53	2,274.40 28.43	2,346.40 29.33	2,419,20 30,24	2,491.20 31.14	2,562.40 32,03	2,634.40 32.93	2,707.20	2,778.40
6	ANNUAL	59,613	61,630	63,627	65,582	67,558	69,576	71,531	73,507	33,84 75,504	34.73 77,459
=	BIWEEKLY	2,292,80	2,370.40	2,447.20	2,522,40	2,598.40	2,676,00	2,751.20	2,827.20	2,904.00	2,979.20
	HRLY	28.66	29.63	30.59	31,53	32.48	33,45	34.39	35.34	36,30	37.24
7	ANNUAL	63,898	65,998	68,078	70,179	72,259	74,339	76,440	78 541	80,621	82,701
	BIWEEKLY	2,457.60	2,538.40	2,618.40	2,699.20	2,779.20	2,859,20	2,940.00	3,020.80	3,100.80	3,180.80
	HRLY	30.72	31.73	32.73	33,74	34.74	35.74	36,75	37.76	38,76	39.76
8	ANNUAL	68,120	70,346	72,530	74,755	76,960	79,123	81,307	83,512	85,738	87,922
	BIWEEKLY HRLY	2,620,00 32,75	2,705.60 33.82	2,789.60 34.87	2,875,20 35,94	2,960.00 37.00	3,043.20	3,127.20	3,212.00	3,297.60	3,381.60
9	ANNUAL	72,238	74,568	76,918	79,227	81,536	38,04 83,866	39.09 86,195	40,15 88,504	41.22 90.834	42.27 93,142
•	BIWEEKLY	2,778,40	2,868.00	2,958.40	3,047,20	3,136.00	3,225.60	3,315.20	3,404.00	3,493.60	3,582.40
	HRLY	34.73	35.85	36.98	38.09	39.20	40,32	41.44	42,55	43.67	44.78
10	ANNUAL	76,294	78,707	81,162	83,616	86,091	88,525	91,021	93,475	95,909	98,405
	BIWEEKLY	2,934.40	3,027.20	3,121.60	3,216.00	3,311,20	3,404.80	3,500.80	3,595,20	3,688.80	3,784.80
	HRLY	36.68	37.84	39.02	40.20	41.39	42.56	43,76	44.94	46,11	47.31
11	ANNUAL	80,163	82,742	85,342	87,942	90,563	93,184	95,784	98,405	101,005	103,646
	BIWEEKLY	3,083.20 38.54	3,182.40 39.78	3,282.40	3,382,40	3,483.20	3,584.00	3,684.00	3,784.80	3,884.80	3,986.40
12	ANNUAL	83,886	86,653	41.03 89,419	42,28 92,206	43.54 94,994	44.80 97,760	46.05 100,568	47.31 103,272	48.56 106,080	49.83
"	BIWEEKLY	3,226.40	3,332.80	3,439.20	3,546,40	3,653.60	3,760,00	3,868.00	3,972.00	4,080.00	108,826 4,185.60
	HRLY	40.33	41.66	42.99	44.33	45.67	47.00	48.35	49.65	51.00	52.32
13	ANNUAL	87,526	90,480	93,434	96,366	99,320	102,294	105,248	108,181	111,114	114,088
	BIWEEKLY	3,366.40	3,480.00	3,593,60	3,706.40	3,820.00	3,934.40	4,048.00	4,160.80	4,273.60	4,388.00
4.4	HRLY	42.08	43.50	44.92	46.33	47,75	49.18	50.60	52.01	53.42	54.85
14	ANNUAL	91,104 3,504.00	94,224 3,624,00	97,365 3,744,80	100,485	103,646	106,787	109,907	113,027	116,189	119,309
	BIWEEKLY HRLY	43.80	45,30	46.81	3,864.80 48.31	3,986,40 49,83	4,107.20 51.34	4,227.20 52,84	4,347.20 54.34	4,468,80 55,86	4,588.80
15	ANNUAL.	94,578	97,906	101,234	104,562	107,890	111,218	114,566	117,874	121,222	57.36 124,530
	BIWEEKLY	3,637,60	3,765.60	3.893.60	4,021.60	4,149.60	4,277,60	4,406.40	4,533,60	4,662.40	4.789,60
	HRLY	45.47	47.07	48,67	50.27	51.87	53.47	55.08	56,67	58.28	59.87
16	ANNUAL	98,093	101,629	105,144	108,638	112,154	115,690	119,205	122,741	126,235	129,750
	BIWEEKLY	3,772.80	3,908.80	4,044.00	4,178.40	4,313,60	4,449.60	4,584.80	4,720.80	4,855,20	4,990.40
47	HRLY	47.16	48,86	50.55	52,23	53.92	55.62	57.31	59.01	60,69	62.38
17	ANNUAL BIWEEKLY	102,523 3,943,20	106,226	109,949	113,630	117,354	121,035	124,758	128,440	132,163	135,866
	HRLY	49.29	4,085.60 51.07	4,228,80 52,86	4,370.40 54.63	4,513.60 56,42	4,655,20 58,19	4,798.40 59.98	4,940.00	5,083.20	5,225,60
18	ANNUAL	107,349	111,363	115,357	119,350	123,323	127,317	131,310	61.75 135,304	63.54 139,277	65.32 143,270
· -	BIWEEKLY	4,128,80	4,283,20	4,436.80	4,590,40	4,743.20	4,896,80	5,050.40	5,204.00	5,356.80	5,510.40
	HRLY	51.61	53.54	55.46	57.38	59.29	61.21	63.13	65,05	66.96	68,88
19	ANNUAL	112,590	116,854	121,139	125,382	129,688	133,952	138,258	142,522	146,806	151,091
	BIWEEKLY	4,330.40	4,494.40	4,659.20	4,822.40	4,988,00	5,152.00	5,317.60	5,481.60	5,646,40	5,811.20
	HRLY	54.13	56.18	58.24	60.28	62,35	64.40	66,47	68.52	70,58	72.64
20	ANNUAL	118,186	122,928	127,670	132,434	137,197	141,898	146,661	151,424	156,187	160,930
	BIWEEKLY	4 545.60	4,728.00	4,910.40	5,093,60	5,276.80	5,457.60	5,640.80	5,824.00	6,007.20	6,189.60
21	HRLY ANNUAL	56.82 124,176	59,10 129,397	61.38 134,618	63,67 139,859	65.96 145,059	68.22 150,280	70.51	72,80	75.09	77,37
~ 1	BIWEEKLY	4,776.00	4,976.80	5,177,60	5,379.20	5,579.20	5,780.00	155,501 5,980.80	160,722 6,181,60	165,922 6,381.60	171,163 6,583,20
	HRLY	59.70	62.21	64.72	67.24	69,74	72.25	74.76	77.27	79.77	82.29
22	ANNUAL	130,582	136,344	142,126	147,888	153,608	159,432	165,173	170,934	176,738	182,458
	BIWEEKLY	5,022.40	5,244.00	5,466.40	5,688.00	5,908.00	6,132.00	6,352.80	6 574.40	6,797.60	7.017.60
	HRLY	62.78	65,55	68.33	71.10	73.85	76.65	79,41	82.18	84.97	87.72

UCONN HEALTH

UHP 40 hr/wk Payplan Effective 07/03/2020 (UH)											
Group	<u>Period</u>	Step 1	Step 2	<u>Step 3</u>	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1	ANNUAL	41,205	42,557	43,867	45,198	46,550	47,840	49,171	50,523	51,813	53,144
	BIWEEKLY HRLY	1,584.80 19.81	1,636.80 20.46	1,687.20 21.09	1,738.40 21.73	1,790,40 22,38	1,840.00 23.00	1,891,20	1,943.20	1,992.80	2,044.00
2	ANNUAL	44,824	46,363	47,882	49,400	50,918	52,458	23,64 53,976	24.29 55,515	24.91 57,034	25.55 58,573
_	BIWEEKLY	1,724.00	1,783.20	1,841,60	1,900.00	1,958.40	2,017.60	2,076.00	2,135.20	2,193.60	2,252.80
	HRLY	21.55	22.29	23.02	23.75	24.48	25.22	25,95	26.69	27,42	28.16
3	ANNUAL	48,797	50,502	52,166	53,851	55,557	57,200	58,885	60,590	62,275	63,960
	BIWEEKLY	1,876.80	1,942,40	2,006.40	2,071.20	2,136.80	2,200.00	2,264.80	2,330.40	2,395.20	2,460.00
4	HRLY ANNUAL	23.46 53,019	24.28 54,829	25.08 56,618	25,89	26.71	27.50	28.31	29.13	29.94	30.75
	BIWEEKLY	2,039.20	2,108.80	2,177.60	58,427 2,247.20	60,258 2,317.60	62,088 2,388,00	63,918 2,458.40	65,707 2,527,20	67,558 2,598,40	69,347
	HRLY	25.49	26.36	27.22	28.09	28.97	29,85	30.73	31,59	32.48	2,667,20 33,34
5	ANNUAL	57,304	59,280	61,214	63,149	65,104	67,038	68,973	70,907	72.862	74,776
	BIWEEKLY	2,204.00	2,280.00	2,354.40	2,428.80	2,504.00	2,578.40	2,652.80	2,727.20	2,802.40	2,876,00
•	HRLY	27.55	28.50	29.43	30.36	31.30	32.23	33.16	34.09	35.03	35.95
6	ANNUAL BIWEEKLY	61,714 2,373.60	63,794 2,453.60	65,874 2,533.60	67,891	69,930	72,030	74,048	76,086	78,166	80 184
	HRLY	29.67	30.67	31.67	2,611.20 32.64	2,689,60 33,62	2,770.40 34.63	2,848,00 35,60	2,926.40 36.58	3,006,40	3,084.00
7	ANNUAL	66 144	68,328	70,470	72,654	74,797	76,960	79,123	81,307	37,58 83,450	38.55 85,613
	BIWEEKLY	2,544.00	2,628.00	2,710.40	2,794.40	2,876,80	2,960.00	3,043,20	3,127.20	3,209,60	3.292.80
	HRLY	31.80	32.85	33.88	34.93	35.96	37.00	38,04	39.09	40.12	41.16
8	ANNUAL	70,512	72,821	75,088	77,376	79,664	81,910	84,157	86,445	88,754	91,000
	BIWEEKLY	2,712.00	2,800.80	2,888.00	2,976.00	3,064.00	3,150.40	3,236.80	3,324.80	3,413.60	3,500.00
9	HRLY ANNUAL	33.90 74,776	35,0 <b>1</b> 77,189	36.10 79,622	37.20 82,014	38.30 84,406	39.38 86,819	40.46	41.56	42.67	43,75
3	BIWEEKLY	2,876.00	2,968.80	3,062.40	3,154.40	3,246.40	3,339.20	89,232 3,432.00	91,603 3,523,20	94,016 3,616.00	96,408 3,708.00
	HRLY	35,95	37.11	38.28	39.43	40.58	41.74	42.90	44.04	45.20	46.35
10	ANNUAL	78,978	81,474	84,011	86,549	89,107	91,624	94,224	96,762	99,278	101,858
	BIWEEKLY	3,037,60	3,133.60	3,231.20	3,328.80	3,427.20	3,524.00	3,624.00	3,721.60	3,818.40	3,917.60
4.4	HRLY	37.97	39.17	40.39	41.6 <b>1</b>	42,84	44.05	45,30	46.52	47,73	48.97
11	ANNUAL	82,971	85,654	88,338	91,021	93,746	96,450	99,154	101,858	104,541	107,286
	BIWEEKLY	3,191.20 39.89	3,294.40 41.18	3,397.60 42.47	3,500.80 43.76	3,605.60 45.07	3,709.60 46.37	3,813,60	3,917.60	4,020.80	4,126.40
12	ANNUAL	86 840	89,690	92,560	95,451	98,322	101,192	47.67 104,104	48.97 106,891	50.26 109,803	51.58 112,653
	BIWEEKLY	3,340,00	3,449.60	3,560.00	3,671.20	3,781.60	3,892.00	4,004.00	4,111.20	4,223.20	4,332.80
	HRLY	41.75	43.12	44,50	45.89	47.27	48.65	50.05	51.39	52.79	54.16
13	ANNUAL	90,605	93,662	96,720	99,757	102,814	105,893	108,950	111,987	115,003	118,082
	BIWEEKLY	3,484.80	3,602.40	3,720.00	3,836.80	3,954.40	4,072.80	4,190.40	4,307.20	4,423.20	4,541.60
14	HRLY ANNUAL	43,56 94,307	45.03 97,531	46.50 100,776	47.96 104,021	49.43 107,286	50.91	52.38	53.84	55.29	56.77
17	BIWEEKLY	3,627.20	3,751.20	3,876.00	4,000.80	4,126,40	110,531 4,251.20	113,755 4,375,20	117,000 4,500.00	120,266 4,625,60	123,490 4,749.60
	HRLY	45.34	46.89	48.45	50.01	51.58	53.14	54.69	56.25	57.82	59.37
15	ANNUAL	97,906	101,338	104,790	108,222	111,675	115,128	118,581	122,013	125,466	128,898
	BIWEEKLY	3,765.60	3,897.60	4,030.40	4,162.40	4,295.20	4,428.00	4,560,80	4,692.80	4,825,60	4,957.60
16	HRLY	47.07	48.72	50,38	52.03	53.69	55.35	57.01	58.66	60,32	61.97
10	ANNUAL BIWEEKLY	101,546 3,905.60	105,206 4,046.40	108,826 4,185,60	112,445 4,324.80	116,085 4,464.80	119,746 4,605.60	123,386	127,046	130,666	134,306
	HRLY	48.82	50,58	52.32	54.06	55.81	57.57	4,745,60 59.32	4,886.40 61.08	5,025.60 62.82	5,165.60 64.57
17	ANNUAL	106,122	109,949	113,818	117,624	121,472	125,278	129,126	132,954	136,802	140,629
	BIWEEKLY	4,081,60	4,228.80	4,377.60	4,524.00	4,672.00	4.818.40	4,966.40	5 113,60	5,261.60	5,408,80
	HRLY	51.02	52.86	54.72	56,55	58.40	60.23	62.08	63.92	65.77	67.61
18	ANNUAL	111,114	115,274	119,413	123,531	127,650	131,789	135,907	140,046	144,165	148,304
	BIWEEKLY	4,273.60	4,433,60	4,592.80	4,751.20	4,909.60	5,068,80	5,227.20	5,386,40	5,544.80	5,704,00
19	HRLY ANNUAL	53.42 116,542	55,42 120,952	57.41 125,382	59.39 129,771	61.37 134,243	63,36 138,653	65.34 143,104	67.33 147,514	69.31	71.30
,,,	BIWEEKLY	4,482.40	4,652.00	4,822,40	4,991.20	5,163.20	5,332.80	5,504.00	5,673.60	151,965 5,844.80	156,395 6,015.20
	HRLY	56.03	58.15	60,28	62.39	64.54	66.66	68,80	70.92	73.06	75.19
20	ANNUAL	122,325	127,234	132,142	137,072	142,002	146,869	151,798	156,728	161,658	166,566
	BIWEEKLY	4,704.80	4,893.60	5,082,40	5,272.00	5,461.60	5,648.80	5,838,40	6,028.00	6,217.60	6,406.40
0.4	HRLY	58.81	61.17	63,53	65.90	68.27	70.61	72.98	75.35	77.72	80,08
21	ANNUAL BIWEEKLY	128,523 4,943.20	133,931 5,151,20	139,339 5,359.20	144,768	150,155	155,542	160,950	166,358	171,746	177,174
	HRLY	61.79	64,39	66.99	5,568.00 69.60	5,775.20 72.19	5,982.40 74.78	6,190.40 77.38	6,398.40 79.98	6,605.60 82.57	6,814.40
22	ANNUAL	135,158	141.128	147,118	153,067	158,995	165,027	170,955	79.98 176,925	82.57 182,936	85.18 188,864
	BIWEEKLY	5,198.40	5,428.00	5,658.40	5,887.20	6,115.20	6,347.20	6,575,20	6,804.80	7,036,00	7,264.00
	HRLY	64.98	67.85	70.73	73.59	76.44	79.34	82.19	85.06	87.95	90,80

UCONN HEALTH Assistant Nurse Managers Payplan Effective 07/10/2015 (UA) Period Step 1 61,755 Step 3 65,624 Group Step 2 Step 4 Step 5 Step 6 Step 7 Step 8 Step 9 Step 10 ANNUAL 63,690 67.517 69,430 71.365 73,258 75.171 77,106 78,998 BIWEEKLY 2,375.20 2,449.60 2,524.00 2,596.80 2,670.40 2.744.80 2.817.60 2,965,60 2 891 20 3.038.40 HRIY 29.69 30.62 31.55 34,31 35.22 32.46 33,38 36.14 37.07 37.98 69,930 2,689,60 ANNUAL 65.894 67,912 71.947 73,965 75,982 78,000 80.038 82,035 84,053 BIWEEKLY 2,534.40 2,612.00 2.767.20 2.844.80 2 922 40 3,000.00 3,078.40 3,155.20 3,232,80 31.68 32.65 33,62 34.59 35.56 36,53 37.50 38.48 39.44 40.41 ANNUAL 69,971 72,114 74,235 76,378 78,499 80,600 82,701 84,843 86,986 89,107 BIWEEKLY 2.691.20 2.773.60 2.855.20 2.937.60 3,019.20 3.100.00 3,180.80 3,263.20 3,345.60 3,427.20 33.64 34,67 35.69 HRLY 36.72 37.74 38.75 39.76 40.79 41.82 42,84 ANNUAL 78,458 9 73,944 76,190 80,704 82,930 85,176 87,422 89,669 91.915 94.141 BIWEEKLY 2.844.00 2.930.40 3,017.60 3,104.00 3,189.60 3,276,00 3,362.40 3.448.80 3,535.20 3,620,80 35.55 38.80 HRLY 36.63 37.72 39.87 40,95 42.03 43.11 44.19 45,26 **UCONN HEALTH** Assistant Nurse M agers Payplan Effective 07/05/2019 (UA) Group Period Step 1 Step 2 65,790 Step 3 Step 4 Step 5 Step 6 Step 7 Step 8 Step 9 Step 10 ANNUAL 63.773 67.787 69.742 71,718 73,736 75,691 77,667 79,664 81,619 BIWEEKLY 2,452,80 2,530.40 2,607.20 2,682,40 2.758.40 2.836.00 2,911.20 2,987.20 3.064.00 3,139.20 HRLY 30,66 31.63 32.59 33.53 34.48 35.45 36.39 37.34 38.30 39 24 ANNUAL 68.058 70,158 72,238 74,339 76,419 78,499 80,600 82,701 84,781 86,861 2,617,60 BIWEEKLY 2.698.40 2,778.40 2,859.20 2.939.20 3,019.20 3,100.00 3,180.80 3,260.80 3.340.80 HRLY 32.72 33.73 34.73 35.74 36.74 37.74 38.75 39.76 40.76 41.76 ANNUAL 72,280 74,506 76,690 78,915 81,120 83,283 85,467 87.672 89.898 92.082 BIWEEKLY 2,780.00 2.865.60 2,949,60 3,035.20 3,120.00 3,203.20 3,287,20 3,372.00 3,457.60 3,541.60 HRLY 34.75 35.82 36.87 37.94 39.00 40.04 41.09 42.15 43.22 44.27 ANNUA 76.398 78,728 81,078 83,387 88,026 85,696 90.355 92.664 94.994 97.302 2,938.40 BIWEEKLY 3,028.00 3,118.40 3,207.20 3,296,00 3,385.60 3,475,20 3,564.00 3,653,60 3,742.40 HRLY 36.73 37.85 38.98 40.09 41.20 42.32 43.44 44.55 45.67 46.78 UCONN HEALTH Assistant Nurse Managers Payplan Effective 07/03/2020 (UA) Period Group Step 1 Step 2 67.954 Step 3 Step 4 Step 5 Step 6 Step 7 Step 8 Step 9 82,326 Step 10 ANNUAL 65.874 70.034 72,051 74,090 76,190 78.208 80,246 84,344 BIWEEKLY 2,533,60 2,613.60 2.693.60 2.771.20 2.849.60 2.930.40 3.008.00 3.086.40 3,166.40 3,244.00 31,67 32.67 34.64 HRLY 33.67 35.62 36.63 37.60 38 58 39.58 40.55 ANNULL 70,304 72,488 74.630 76,814 78,957 81,120 83,283 85,467 87,610 89,773 BIWEEKLY 2.704.00 2.788.00 2.870.40 2 954 40 3,036,80 3,120.00 3,203,20 3,287.20 3,369.60 3,452.80 HRLY 33,80 34.85 35.88 36.93 37.96 39.00 40.04 41.09 42 12 43.16 ANNUAL 74,672 76,981 79.248 81,536 83,824 86,070 88,317 90.605 92.914 95 160 BIWEEKLY 2.872.00 2,960.80 3,048.00 3,136,00 3,224.00 3,310,40 3,396,80 3,484,80 3,573.60 3,660.00 HRLY 35.90 37.01 38.10 39.20 40.30 41.38 42.46 43.56 44.67 45.75 ANNUAL 78,936 81,349 83,782 86,174 88.566 90.979 93 392 95.763 98,176 100,568 3,036.00 3,128.80 BIWEEKLY 3,222.40 3,314.40 3,406.40 3,499.20 3,592.00 3,683,20 3,776.00 3.868.00 HRLY 37.95 39.11 40.28 41.43 42.58 43.74 44.90 46.04 47.20 48.35 **UCONN HEALTH** Lead Positions Payplan Effective 07/10/2015 (UL) Group Period Step 1 105,165 Step 2 Step 3 Step 4 Step 5 Step 6 Step 7 Step 8 Step 9 Step 10 ANNUAL 108,576 111.987 135,762 115.357 118,747 122,158 125.570 128,981 132,350 4,044.80 BIWEEKLY 4,176.00 4,307.20 4,436.80 4,567,20 4.698.40 4.829.60 4.960.80 5,090.40 5,221,60 HRLY 50.56 52.20 53,84 55.46 57.09 58.73 60.37 62.01 63.63 65.27 UCONN HEALTH Lead Positions Payplan Effective 07/05/2019 Group Period Step 1 Step 2 Step 3 Step 4 119,038 Step 5 Step 6 Step 7 129,605 Step 8 Step 9 Step 10 ANNUAL 108,493 112,029 115,544 122,554 126,090 133,141 136.635 140.150 4,713.60 BIWEEKLY 4.172.80 4 308 80 4.444.00 4,578.40 4,849.60 4.984.80 5,120,80 5,255.20 5,390.40 52.16 55.55 HRLY 53.86 57.23 58.92 60,62 62.31 64.01 67.38 UCONN HEALTH Lead Positions Payplan Effective 07/03/2020 (UL) Group Period Step 1 Step 2 Step 3 Step 4 Step 5 Step 6 Step 7 Step 8 Step 9 Step 10 111.946 115,606 ANNUAL 119,226 122.845 126 485 130.146 133,786 137,446 144,706 BIWEEKLY 4,305.60 4,446.40 4,585,60 4.724.80 4.864.80 5 005 60 5 145 60 5.286.40 5 425 60 5.565.60

59.06

60.81

62,57

64.32

66.08

67.82

69.57

53.82

55,58

57.32

For UCONN Health For University Health Professionals Local 3827 AFT/AFT-CT/AFL-CIO Executive Vice President, Health Affairs President Chief Negotiator for UCONN Health Chief Negotiator for UHP lear M. Williams 151

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