

UConn HEALTH

July 21, 2017

Lisa Grasso Egan
Undersecretary for Labor Relations
State of Connecticut
Office of Policy and Management
450 Capitol Avenue
Hartford, CT 06106-1379

Re: University Health Professionals (UHP) Bargaining Unit Contract Changes

Dear Undersecretary Egan:

The following summarizes the economic provisions and language changes contained in the 2016 – 2021 University Health Professionals (UHP) Bargaining Unit contract.

Article 26 SALARY

New language incorporates SEBAC 2017 economic provisions:

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' bi-weekly 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 \$2000 one-time payment which shall be pro-rated 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.

Article 3 NONDISCRIMINATION

Section 3.1 has been updated to include pregnancy, ethnicity, ancestry, transgender status, gender identity or expression, genetic information, veteran status, political belief, political affiliation, intellectual disability, and past or present history of mental disability or learning disability and has replaced “physical handicap” with “physical disability”.

Article 5 UNION RIGHTS

Section 5.6- Deleted

Article 6 GRIEVANCE PROCEDURE

Section 6.7 General Provisions (f) has been modified to reflect that proceeding to arbitration shall constitute a waiver of rights to judicial review by either party by adding, “*except where prohibited by law.*”

Article 9 TRANSFERS

Section 9.2 has been amended to prohibit an employee from transferring into another position unless they have completed a minimum of six (6) months in his/her current position.

Article 12 LEAVES

Section 12.2 Release Time for Union Business has been amended to reflect that Employees may also be elected or appointed to *part-time* office or positions with the Union.

Section 12.2 (f) has been modified to add that up to two employees, “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 the Health Center of his/her intention to return.” The Union has until July 1 of each year to notify UConn Health of employees placed on this leave.

Article 13 VACATION LEAVE

Section 13.1(f) Vacation Scheduling

New Subsections added to #7 in order to provide clarity regarding request periods and the vacation approval process:

- 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).

New Section 10 incorporates existing MOA language and provides that an employee who has elected to take a week off and has bumped another employee with less seniority must take the week off and not reduce the request to a few days.

Article 14 ASSIGNMENTS & SCHEDULING

Section 14.3 has been modified to remove floating clusters, and provides for UConn Health clinical staff who administer patient care, and those who support clinical staff who administer care (i.e. COA, PSR, MA) floating in accordance with their Core Competencies. A clinical staff member’s Core Competency checklist shall be kept current, and a copy shall be provided to UHP upon request. Further, the parties will review Core Competency checklists at least once a year.

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. 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.

In addition:

“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.”

Section 14.7 Involuntary Transfers- Deleted

Section 14.12 (Now Section 14.11) has been modified to add that 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.

Article 15 OVERTIME

Section 15.3 (d) Urgent Shift Availability (USA) has been modified to provide twelve (12) hour shift employees, who are emergently staffed, to be given no less than eight (8) continuous hours off before commencing their next regularly scheduled shift. Employees may choose to use vacation, compensatory, or personal time OR to work the shift as scheduled OR to take the shift off without pay.

Section 15.8 UMG Low Acuity Provision (1) has been amended to add that staff may be floated to other areas in accordance with *Section 14.3* or the UMG float agreement, *whichever is applicable*.

Article 18 PROBATIONARY EMPLOYEES

Section 18.1, paragraph 2- Deleted

Article 19 HEALTH AND SAFETY

Section 19.11 Facility Closing has been modified to clarify that facility closings are ordered or authorized “in accordance with Policy No. 2001-02”, not “by the Chancellor”. The last sentence of this article has been deleted.

Article 20 LAYOFFS

New Section 20.1 has been added to incorporate SEBAC 2017 Job Security provisions:

“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.”

Section 20.3 (Now 20.5) has been modified to delete the following sentence, “For the purposes of this Article, Department shall be defined as a primary unit.”

Section 20.4 (Now 20.6) has been modified to delete the following sentences:

“Department or area in this Article shall be used interchangeably and as defined in Article 20.3.” and

“In the Hospital, for bumping purposes a Department shall include the employee’s assigned unit, and any other unit they normally float/are redeployed to (provided they have the skills necessary to do the job permanently.”

The removal of the language in sections 20.3 and section 20.4 is significant in that bumping is no longer restricted to primary unit. New language provides for bumping within an employee’s assigned Division:

“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.”

Section 26.6- Deleted

Article 28 DURATION

Reflects duration of new contract is July 1, 2016 – June 30, 2021.

CONTRACT ADDENDUM FOR UNIVERSITY POSTDOCTORAL FELLOWS MEMORANDUM OF AGREEMENT

New Language has been added to the existing MOA:

“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.”

John Peeples

Vice President of Human Resources