

**AGREEMENT**

**Between**

**LOCAL 5089**

**Health Professionals and Allied Employees**

*AFT/AFL-CIO*

**and**

**University Hospital**

**Registered Nurses**

**October 1, 2018 through September 30, 2021**

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## **PREAMBLE**

This Agreement is effective October 1, 2018 and is made between University Hospital, 150 Bergen Street, Newark, New Jersey 07107 (hereinafter called "University Hospital" or the "Hospital") and the Health Professionals and Allied Employees, AFT, AFL/CIO, 110 Kinderkamack Road, Emerson, New Jersey, 07630 (hereafter called the "Union").

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

### **1. AGREEMENT**

#### **1.01 Agreement Scope**

This Agreement covers all non-supervisory, full and part-time Hospital negotiations unit employees who are employed to function as registered nurses and have satisfactorily completed their initial probationary period and regularly employed per diem nurses employed by the Hospital (herein called "employee") as specified by the Public Employment Relations Commission Certification, Docket No. RO-89-121, dated September 17, 1990. Excluded are those job titles set forth in said certificate as not being represented by the Union herein, except for those required by the Workplace Democracy Enhancement Act, P.L. 2018, c. 15.

### **2. UNION STATUS**

#### **2.01 Recognition:**

The Hospital recognizes the Union as the exclusive collective negotiations representative of every employee covered by this Agreement.

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

As part of the general orientation of all new employees, a representative designated by the Union will be provided time set aside by the Hospital, no less than thirty (30) minutes, to speak with all new employees during their first month of employment.

The Hospital shall maintain a union data library which shall contain a membership listing with the following information: name, gender, Hospital ID, job title, current Hospital date of hire, classification description (FT or PT, exempt or non-exempt, bi-weekly standard hours), salary table, grade, step, hours per pay period, hourly rate, annual salary, home address, home and cell phone numbers to the extent that it is available, personal email address to the extent that it is available and Hospital email address. This listing will be updated on a monthly basis. Access will be given to a union representative(s), as approved by the Director of Labor Relations or his designee.

The Hospital shall maintain a listing of employee separations in the union data library which shall be updated monthly. This list will include: name, campus, hire date, separation date, unit/school, and salary table.

In the event that any organization files an OPRA request with University Hospital requesting contact information about HPAE 5089 members, University Hospital shall within two (2) business days of responding to such request notify and provide to HPAE 5089 the identity of said organization and provide a copy of the information supplied to such organization, so long as HPAE 5089 pays for the copying cost of said information.

## **2.02 Union Dues:**

The Hospital agrees to deduct from the regular paycheck of employees included in the negotiations unit, dues for the Union, provided that the employee authorizes such deduction in writing in proper form to the local Human Resources Office.

The Hospital shall make Union dues deductions from a new employee in the pay period next following the ninety (90) days after the employee's date of hire.

Union dues deductions from any employee in the negotiations unit shall be limited to the Union, the duly certified majority representative.

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

The Hospital shall make every effort to immediately cease deduction of HPAE dues when an employee transfers out of the negotiations unit.

Employees shall be eligible to withdraw such authorization by providing a written notice to the Office of Human Resources during the thirty (30) days following each anniversary date of their employment. Within ten (10) days of receipt of the notice from the employee of revocation of authorization for the payroll deduction of fees, University Hospital shall provide notice to the Union of an employee's revocation of such authorization. An employee's notice of revocation of authorization for payroll deduction fees of Union shall be effective on the forty-fifth (45<sup>th</sup>) day after the anniversary date of employment.

## **2.03 Transmission of Dues:**

As soon as operationally feasible, dues and initiation fees so deducted by the Hospital shall, within ten (10) days of the date of deduction, be transmitted to the designated officer of the Union together with the first and last name of each employee included, along with each employee's (1) social security number, (2) Employee ID number, (3) the amount of HPAE dues, (4) status (FT or PT), (5) Base Rate, , (6) amount of COPE deduction, and (7) the applicable gross pay. Once dues are transmitted to the Union, their disposition shall be the sole and exclusive responsibility of the Union. The Secretary of the Union shall certify to the Hospital the amount of Union dues and shall notify the Hospital of any changes in dues structure forty-five (45) days in advance of the requested date of such change. By July 1, 2007, this information shall be available on-line for access by designated Union Officers. On-line access will allow for information to be downloaded in Excel format.

#### **2.04 Union Representatives, Rights and Limitations:**

The Union shall furnish the Director of Labor Relations in the Office of Human Resources or other designee of the Hospital a list of all official Union representatives, specifying their authority and showing the name, title or office for each and the unit(s) and shifts for which they function. The Union shall notify the Hospital of any changes in the list and keep it current.

The Hospital will furnish the occupational title of every Hospital employee such as the Vice President and Chief Executive Officer of the Hospital, Department Heads or subordinate level department supervisors or Human Resources representatives who have the authority from the Hospital to be considered either the immediate supervisor of any negotiations unit employee for oral or written complaint, or written grievance purposes, or who are otherwise empowered by the Hospital to interpret or apply the terms and provisions of the Agreement on behalf of the Hospital.

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

It is agreed that the Union will appoint or elect up to twenty (20) representatives and up to eight (8) officers who will be recognized by the Hospital in their defined authority to act for the Union. The names of these representatives and officers will be provided to the Office of Human Resources and updated within thirty (30) days of any change.

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

- a) Represent employees in the negotiations unit in any Weingarten meetings, Loudermill meetings, or any meetings or hearings set forth in the Grievance Procedure in Section 14.02.
- b) Investigate a grievance, providing such investigation time will be limited to a maximum of one (1) hour and further provided there is no interruption of work activities. In emergency situations, these time limitations may be extended if approved by the Office of Human Resources or the AD on duty should the Office of Human Resources be closed.
- c) Post Union notices, provided such time spent posting notices is limited to a maximum of one (1) hour and further provided there is no interruption of work activities.
- d) Attend negotiating meetings if designated as a member of the negotiating team and scheduled to attend by the Union. A maximum of 10 members shall be paid for attendance at such meetings. Any additional members that attend shall attend without pay.
- e) Attend scheduled meetings with the Hospital.

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

## **2.05 Union Bulletin Boards, Mail and E-Mail:**

The Hospital will provide space on centrally located bulletin boards at the Hospital cafeteria entrance for the exclusive use of the Union. The Union may post notices on bulletin boards in employee lounges, wherever they exist.

As a matter of courtesy, the Union shall provide the Hospital's Director of Labor Relations with a copy of all postings. The Hospital shall have the right to remove material from the bulletin boards which is profane, obscene, or defamatory of the State or the Hospital and its representatives or which constitutes election campaign material.

When the Union has mail to be delivered to its officers or representatives, the Hospital's interoffice mail system will be made available, provided that priority is retained for the business of the Hospital.

Any mail incorrectly addressed to the Union at the Hospital shall be forwarded with reasonable care to the Union at the address set out in the Preamble to this Agreement.

Union officers and representatives shall be allowed to use fax machines within the Hospital to send grievance reports to the Labor Relations office and the Union office in Emerson, NJ provided that the primary use of the fax machine is for the business use of the department.

The HPAE staff and representatives shall have the right to email HPAE members who have Hospital e-mail accounts so long as no such e-mail message (or attachment to the e-mail message) contains information that is profane, obscene, defamatory of the State or the Hospital or its representatives, or constitutes election campaign material. E-mail use shall be consistent with Hospital policy.

## **2.06 Union Business:**

- A. Paid Union Leave for Officers: The Hospital agrees to provide leave of absence at the regular rate of pay equal to the length of the employees regular work shift for officers of the Union to attend Union activities. The Union shall have the right to designate any Union officer (President, Vice Presidents, Secretary, Treasurer or Grievance Chair) for such leaves of absence. A total of sixteen (16) days of such leave in the aggregate may be used each year of this Agreement.
- B. This leave is to be used exclusively for participation in regularly scheduled meetings or conventions of labor organizations with which the Union is affiliated or for training programs for Union representatives and Union Officers and for which appropriate approval by the Hospital is required. Written notice, from the Union (including President), of the authorization of an individual to utilize such leave time shall be given to the employee's supervisor with a copy to the Office of Labor Relations at least fourteen (14) days in advance of the date of such meeting except in an emergency, when less notice may be given. Granting of such leave to an employee shall not be unreasonably denied by the Hospital. Leave not utilized in any yearly period shall not be accumulated.
- C. Unpaid Union Leave for Officers: The Hospital agrees to provide leave of absence without pay for officers or representatives of the Union to attend Union activities. A total of ten (10) days in the



aggregate of such leave of absence without pay may be used each year of this Agreement. Granting of such leave shall not be unreasonably denied by the Hospital. This additional leave of absence without pay is to be used with the same conditions and restrictions as leave for Union business with pay provided in this section.

- D. Paid Union Leave for Union Representatives: Effective October 1, 2016, each of the twenty (20) representatives shall receive a maximum of one (1) paid Union Leave day per contract year to attend Union activities. This Paid Union Leave day is “use it or lose it” for each representative and such paid Union Leave day may not be carried over nor cashed in under any circumstances, nor can it be transferred to any other person. Employees may only utilize a Union Leave day upon making a written request to the employee’s supervisor with a copy to the Office of Labor relations at least 14 days in advance of the requested day off. The Hospital shall not unreasonably deny such request.

### **3. PROFESSIONAL PRACTITIONER STATUS**

#### **3.01 Non-Nursing Services:**

(A) The Hospital recognizes that due to their unique education and experience, the employees covered by this Agreement have a unique contribution to make towards maintaining and improving professional nursing care at the Hospital. Therefore, it is here agreed that procedures should be developed whereby the views and recommendations of the employees covered by this Agreement will be heard and considered in the decision-making process within the Hospital.

(B) The parties agree that duties normally assigned to housekeeping, maintenance and other support staff are not to be a routine part of a registered professional nurse's activities. The parties further agree that employees covered by this Agreement shall not perform non-nursing functions as a usual and substantial part of their assigned duties except in those cases in which such duties are part of the specific job for which the employee was hired.

(C) The Hospital agrees to discuss non-nursing duties in the Labor/Management Committee regularly with the goal of minimizing the use of covered employees in such duties.

#### **3.02 Staff Development Programs:**

(A) The Hospital shall provide staff development programs as required by the New Jersey Department of Health and The Joint Commission. Such programs may include training in the form of orientation programs, continuing education and/or critical care courses.

Subject to operational needs, the Hospital will provide adequate coverage for patient care assignments in order to complete mandatory training during the regularly scheduled shift. If such adequate coverage is not available, the mandatory training will be rescheduled.

The Hospital will make available a listing of mandatory training requirements, including the dates, times and locations of the mandatory trainings where available.

(B) The Hospital shall, subject to the availability of funds and operational requirements, offer a program of continuing education. Such programs will take place during work time, and coverage will be provided for participating employees, where in the discretion of the Hospital it is required. Time spent at these programs will be considered time worked and the employee shall be compensated accordingly.

The Hospital will post a notice on each nursing unit bulletin board on each campus of its programs which have been granted Continuing Education Recognition Points by an appropriate professional association. The Hospital will use reasonable efforts to post this notice at least two (2) weeks prior to the program commencing.

(C) Critical care courses will be offered to all new employees in critical care areas who require such training as determined by the Hospital, within a reasonable time from the date of employment. Such courses will be offered to employees who transfer into critical care areas who require such training within such employee's transfer probationary period. All time spent at these courses will be considered as time worked and the employee shall be compensated accordingly.

(D) Full-time staff nurses may utilize up to twenty-four (24) hours of conference time per calendar year. This benefit shall be pro-rated for regular part-time staff nurses. An employee may request in writing to his/her supervisor, permission to participate in work-related educational workshops, seminars, conferences and/or conventions. The Hospital will make a reasonable effort to approve such participation, subject to operational needs and the availability of funds.

The Hospital, if it approves such participation, will grant time off without loss of the employee's pay, at his/her regular rate of pay, and subject to the limitations set out in the paragraph above, will grant financial assistance to attend such programs. If an approved conference falls on a day when the staff nurse is not scheduled to work, the staff nurse shall receive time off with pay equivalent to the time of the conference, to a maximum of twenty-four (24) hours. This time off shall be scheduled by management within sixty (60) days of the conference. Night shift employees who are scheduled to attend such a program shall be given as a conference day, either the night before, or the night after. Employees will receive a response to their request for participation within two (2) weeks of submission. The Hospital may set a deadline for receipt of requests for specific conferences. Reimbursement of expenses incurred shall be made within a reasonable time after submission of a request for reimbursement. All travel arrangements must be made in conformance with Hospital policy in order to be reimbursable.

Approval for participation in continuing education programs necessary for the maintenance of employee's certification in his/her specialty area and/or Hospital requirement shall receive priority consideration.

(E) Certification Fund: Each July, there shall be a fund for the sole purpose of reimbursing full-time negotiations unit members, part-time negotiations unit members and per diem negotiations unit members who have worked a minimum of 600 hours in the preceding twelve (12) months, for the costs of tuition and materials associated with obtaining and/or the maintaining a certification which is required by the State and/or

Hospital in the employee's specialty area. The Hospital will pay the costs for the exams required for the eligible certifications listed below. The amount of this fund shall not exceed \$60,000 per fiscal year. The certifications eligible for reimbursement hereunder are as follows:

BLS	ACLS	PALS
NALS – NRP	TNCC	

This list may be amended as agreed upon by the parties, or based upon State mandates.

To be eligible for reimbursement hereunder, the negotiations unit member must provide evidence of successful completion of the course attended (i.e., passing grade). The amount of reimbursement shall be determined by, and is expressly conditioned upon, the submission of a valid receipt or receipts by the unit member evincing full payment of the course.

If this fund is exhausted prior to June 30, no further reimbursement shall be available hereunder. If there are assets remaining in the fund on June 30, such assets shall revert to the Hospital.

On an annual basis, the Hospital shall make a report of the utilization of the fund available to the Union.

(F) Effective January 1, 2020, the employee performance evaluation will be done on the employee's anniversary date of employment. Performance appraisals will be conducted a minimum of once every two (2) years. At the time of the evaluation, the employee will be provided a copy of his/her job description. The employee being evaluated will be provided with a copy of his/her performance evaluation and will have three (3) calendar days, excluding weekends and holidays, to review the evaluation. The employee may take a copy of the evaluation home during the three (3) calendar day review period. By the conclusion of the time period, the employee may add his/her comments to the original performance evaluation and shall sign the original performance evaluation. Comments added by the employee shall be included in the employee's Personnel file in Human Resources.

If comments are not made within this period, or the employee does not sign within this period, the right to comment will be forfeited, the supervisor will note the refusal to sign and forward the evaluation to Human Resources for inclusion in the Personnel file. Once the evaluation has been signed by the supervisor and the employee, or where the time for the employee to sign has passed, no additional comments will be added to the evaluation. At the employee's verbal or written request, the employee will be given a copy of the evaluation within three (3) days of such a request.

Prior to evaluating an employee as less than satisfactory, the employee's supervisor must notify the employee that his/her performance is deficient and that their merit/step increment may be delayed or denied, if applicable. Such notification shall be made in a timely manner through a written memorandum, a counseling notice, and/or written warning regarding performance issues. In addition, such notification shall contain a

description of the performance deficiencies and the corrective actions needed to remedy the performance deficiencies. Further, the employee's supervisor shall meet with the employee to discuss the performance deficiencies and a corrective plan of action. Upon mutual consent of the employee and their supervisor, a Union Representative shall be present at this meeting.

In the case where an employee is not notified before the annual evaluation that his/her work performance is deficient, the employee will be re-evaluated in 90 days, and if the work performance is satisfactory, the previous evaluation shall be removed and replaced with the re-evaluation. If work performance remains at an unsatisfactory level, the re-evaluation shall be added to the initial evaluation and both shall remain in the employee's file. In the event the employee's evaluation is not provided in a timely manner or notification, as specified above, is not provided, the employee shall receive the merit/step increment, if applicable. If notice of performance deficiencies and a corrective plan of action is provided in a timely manner and the employee receives a less than satisfactory evaluation, the employee shall be reevaluated after ninety (90) days. During this period, the supervisor shall meet regularly with the employee to review his/her performance and the status of the corrective plan of action. If the employee receives a satisfactory evaluation at the end of ninety (90) days, the employee shall receive the merit/step increment effective that date, if applicable.

The Hospital shall notify the Union by email, fax, or mail of any employee who has received a less than satisfactory evaluation within seventy two (72) hours of the employee receiving a less than satisfactory evaluation.

### **3.03 Appointment to Position:**

Appointment to a position shall be in writing with the date of hire, salary and any differential stated. A job description for the specific position occupied by the newly appointed employee will be distributed to him/her at orientation. Other job descriptions defining all positions under this Agreement will be made available for inspection by request.

### **3.04 Labor-Management Committee:**

The Union and the Hospital agree to the creation of a Hospital Labor-Management Committee. This committee shall consist of representatives selected by the Union (not to exceed 8) and representatives of the Hospital (not to exceed 8). The Chief Executive Officer or Chief Operating Officer of Hospital shall attend a minimum of two (2) meetings of the Committee in each year of this Agreement. The Committee shall meet every two months, not to exceed 6 meetings in a year, unless mutually agreed to. The Committee shall meet for a reasonable time, not to exceed four (4) hours, as required to discuss mutual concerns of the Union and the Hospital.

This Committee shall function completely separate from and independent of all grievance procedures under this Agreement and these meetings shall not be considered negotiating sessions.

The Hospital agrees to release from work, if necessary, the members of the Labor-Management Committee, at no loss of their regular rate of pay for the purpose of attending Labor-Management Committee Meetings. The Union shall inform the Hospital's Office of Labor Relations by January 31<sup>st</sup> of each year of the names of the Union members of these Committees and shall also notify

the Office of Labor Relations, at least three (3) weeks prior to a scheduled meeting, of any changes in Union members to these Committees. The Hospital shall notify the appropriate Nurse Managers, or Directors, or Administrators of the Union members to this Committee.

The parties recognize and agree that the Labor-Management Committee functions best when all representatives of the Union and the Hospital are able to attend. Consistent with patient care needs, the Hospital shall make every effort to ensure that Union members of the Committee are released from work and each representative shall work with his or her Nurse Manager to ensure unit coverage during the meeting. The Union members of the Committee shall provide timely notice to their Nurse Manager or designee of the time and place of each meeting. In addition, the Union chairperson of the Labor-Management Committee shall notify the appropriate Nurse Managers or designees on a quarterly basis of the schedule of Labor-Management meetings.

### **3.05 Staffing:**

#### **(A) General**

The Union and the Hospital agree that staffing needs fluctuate over time and are influenced by many factors, such as patient data indicators and structure indicators. These nurse-sensitive quality indicators are considered by the Hospital in determining appropriate staffing.

#### **(B) Target Staffing Levels**

Any target staffing levels established in accordance with Appendix C shall be considered benchmarks. For purposes of this Article, target staffing levels shall be measured at the beginning of each shift, e.g. 7:00 a.m., 7:00 p.m.

#### **(C) Non-Compliance Resolution**

It is understood that occasional incidents of failure to satisfy the target staffing levels established by the master staffing policies shall not constitute noncompliance with the target staffing levels. If it is determined that the Hospital has not met target staffing levels on a particular unit more than fifty percent (50%) of the time during a two week pay period, then regularly scheduled employees on the unit who worked the shifts that did not meet targets shall receive a \$25 bonus for each shift that the unit did not meet the targets, provided, however, that if the failure to meet targets was due to unforeseen circumstances (including unscheduled absences where less than twelve (12) hours was given), such bonus shall not be paid.

If the Hospital can demonstrate to the Union that payments made in accordance with this Section have arisen from abuse relative to unscheduled absences, the Hospital may reopen this contract provision to deal with the conflict resolution provision of this Section.

Upon request, the Hospital will provide to the Union an electronic monthly report of daily staffing levels.

## **4. EMPLOYEE STATUS**

### **4.01 Classification:**

An employee will be classified as either (a) full time (including five (5) eight (8) hour shifts per week, sixteen (16) ten (10) hour shifts per four (4) week period, or thirteen (13) twelve (12) hour shifts per four (4) week period and (b) part time or (c) per diem.

### **4.02 Full Time Employee:**

(A) 0.9 Staff Nurses: Staff Nurses employed in positions which are 36 hours or greater per week shall be treated as Full-Time employees for the following purposes only:

- a) Scale B Placement and Movement
- b) Seniority (Layoffs and Bumping)
- c) Weekend Rotation
- d) Uniform Allowance
- e) Tuition Reimbursement

When calculating accrued experience under (a) above for any Staff Nurse that was a 0.9 Staff Nurse for some or all of the timeframe between July 1, 2011 and September 30, 2016, the time employed by the Hospital as a 0.9 Staff Nurse following July 1, 2011 shall be treated as full time experience under the "Guidelines for Placement" set forth in Article 17 of this Agreement.

(B) An employee who is employed on a regular basis to work forty (40) hours per week through scheduled work shifts of eight (8) or ten (10) hours, or an employee who is regularly scheduled to work thirteen (13) twelve (12) hour shifts per four (4) week period shall be classified as a full time employee and shall receive all benefits pertaining to full time status.

### **4.03 Per Diem Employee:**

An employee who works on a day-to-day basis as needed by the Hospital and who does not fall under the classification of Full Time or Part Time, except that employees who were hired as Per Diem prior to the effective date of this Agreement but who fit the definition of Part Time employee shall remain classified as Per Diem. Per Diem employees are not entitled to any benefits under this Agreement except where they are specifically provided for. Per Diem employees shall not be subject to "progressive discipline" (ie. the obligation to progress from written warning to suspension to termination). Rather, Per Diem employees may be disciplined at any level up to and including, termination, at any time. The Union may grieve such discipline at Step II, however, the decision of the Hearing Officer shall be final and binding and not subject to arbitration.

### **4.04 Part Time Employee:**

A Part Time employee is an employee who works twenty (20) hours or more each week, but less than the Full Time equivalent for the title. A Part Time employee shall be eligible for benefits as follows:

- a) Pro-rated vacation leave, sick leave, float holidays, holiday time, bereavement leave, and jury duty leave;
- b) 50% of the uniform allowance applicable to Full-Time staff as per Section 10.09;

- c) 50% of the applicable tuition assistance in accordance with Section 10.08 and applicable UH Policy; and
- d) Those Regular Part Time staff members that: (i) had health benefits as of May 21, 2010, (ii) were regularly scheduled to work 20 or more hours per week prior to May 21, 2010, and (iii) continue to work twenty (20) or more hours per week, shall be entitled to health benefits. However, continued benefits for these Part Time staff members is subject to the continued approval of the State Health Benefits Commission (“SHBC”). UH will no longer provide or pay for the health benefits of a Regular Part Time employee if the SHBC deems them ineligible for continued coverage for any reason.

#### **4.05 Temporary and Casual Nurses**

##### **1. Temporary Nurse**

Temporary nurses are hired for a specified period of time not to exceed twelve (12) months in the same position. If the position is filled by a temporary employee beyond the twelve (12) months, the position shall be posted for bidding or closed.

##### **2. Casual Nurses**

Casual nurses are hired to work on average less than twenty (20) hours per week within ninety (90) calendar days.

##### **3. Health benefits**

Casual and Temporary nurses are not eligible for any benefits except those required by law.

##### **4. Benefit Time**

Casual and Temporary Part Time nurses shall not be eligible for any time off benefit, except as required by law.

Temporary full time nurses shall be eligible for holiday, vacation and sick time pay upon completion of six (6) months of continuous employment.

##### **5. Sick Time**

Casual and Temporary Part Time nurses shall not be eligible for sick time except as required by law.

##### **6. Uniform Allowance**

Casual and Temporary nurses shall not be eligible for Uniform Allowance.

##### **7. Tuition Reimbursement**

Casual and Temporary nurses are not eligible for tuition reimbursement.

##### **8. Seniority**

Regular full and part time nurses from a specific work unit or department shall not be laid off unless Casual and Temporary nurses’ positions are first eliminated.

## 9. Discipline

Casual nurses shall not be subject to progressive discipline and may be terminated at any time. Discipline up to and including termination shall be final and binding, and not subject to the grievance procedure. However, the Union may request a meeting to discuss the nature of the discipline or termination.

Temporary nurses shall not be subject to “progressive discipline” (ie. the obligation to progress from written warning to suspension to termination). Rather, Temporary employees may be disciplined at any level, up to and including termination, at any time. The union may grieve such discipline at Step II, however, the decision of the Hearing Officer shall be final and binding and not subject to arbitration.

## 10. Job Posting

Casual and Temporary nursing positions shall not be required to be posted on University Hospital’s website.

### **4.06 Weekend Per Diem:**

If any Per Diem works either a weekend or holiday work shifts he/she shall be eligible for the Weekend Per Diem rate of pay.

### **4.07 Change in Status or Classification:**

Transfer in status from Full Time, Part Time, or Per Diem to any other of these classifications must be requested in writing and approved by the Director of Patient Care Services.

Transfer in status or classification shall not delay the use of entitled benefits. If such transfer results in the entitlement of health insurance coverage, enrollment for such coverage shall begin in accordance with the terms of such coverage.

Transferred and promoted employees shall serve a ninety (90) calendar day probationary period, subject to a ninety (90) calendar day extension. Time spent on an authorized leave shall not count towards the probationary period. However, if an employee transfers to a unit within his/her float district and he/she has been oriented to the unit within the previous twelve (12) months, the employee will not be required to serve a probationary period. Probationary employees shall retain all benefits and rights pertaining to negotiations unit members, including access to the grievance procedure, except that a decision to return the employee to his/her former position or to a position of equal classification, at any time during the probationary period, shall not be grievable.

During the probationary period, the employee shall retain the right to return to his/her former position if the position is still available. The employee shall also retain said right should the Hospital, either during or at the completion of the probationary period, determine that the employee has not met the performance standards of the new position. If the former position is not available, the employee may be placed in a suitable vacancy of the same title as the former position. If there is no suitable vacancy, or if the employee does not qualify for a vacancy, the employee will be placed on the recall list.



An employee who is promoted out of the negotiations unit but returns within one (1) year will be placed on the same Step that they were on when they received the promotion. However, if such an employee accepts a vacant position in the negotiations unit which has, as a condition of employment, a maximum salary less than their previous negotiations unit salary, such employee shall not be entitled to be placed on the same Step that they were on when they received the promotion out of the negotiations unit.

#### **4.08 Probationary Period:**

All Full Time and Part Time employees shall serve a one hundred and eighty (180) calendar day probationary period following their initial date of hire. Time spent on an authorized leave shall not count towards the probationary period.

The Hospital reserves the right to extend the initial probationary period up to an additional thirty (30) days for Full and Part Time employees. An employee's employment may be terminated at any time during the probationary period, and such decision shall be final and binding.

New benefit eligible employees will be eligible to use accrued sick leave, including New Jersey Earned Sick Leave after thirty (30) calendar days of employment from date of hire. Time spent on an authorized leave shall not count towards the probationary period. Vacations, holidays and float holidays may be used after ninety (90) calendar days from date of hire.

#### **4.09 Personnel Files:**

An employee shall, within three (3) working days of a written request to Human Resources, have an opportunity to review his/her central Personnel file in the presence of an appropriate official of Human Resources to examine any criticism, commendation or any evaluation of his/her work performance or conduct prepared by the Hospital. Such examination shall not require a loss of paid time. If requested by the employee, a Union representative may accompany the employee.

An employee shall be allowed to place in such file a response of reasonable length to anything contained therein. The Hospital will honor a request made by an employee for a copy of any derogatory item, the employee's Employment application, resume, performance evaluations or any correspondence addressed to the employee contained in the central Personnel file.

An employee may request the expungement of materials included in the file where there are pertinent and substantive inaccuracies, or for reasons of time duration, relevance or fairness. Such requests will be evaluated in relation to the Hospital's needs for comprehensive and complete records but will not be unreasonably denied.

No document of anonymous origin shall be maintained in an employee's central personnel file.

#### **4.10 Seniority:**

1. Accrual: Seniority for Regular Full Time or Regular Part Time employees will be credited from the current date of hire, upon successful completion of the initial probationary period. Per Diem employees shall accrue seniority within their job classification. Only employees with prior UMDNJ service that were assigned to the Hospital without a break in service on July 1, 2013 shall receive credit for purposes of seniority for their prior UMDNJ service.

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

On a one-time basis, if an employee with 5 or more years of seniority as a full or part-time employee, then becomes a per diem employee, but returns to full or part-time status within a year, he/she shall retain his/her original date of hire as a full or part-time employee.

3. Layoff: Seniority will prevail on layoffs due to lack of work in the job classification or reductions due to economic considerations. For layoff, seniority is determined on a floor/unit (e.g. G-Blue, F-Green, I-Blue, etc.) or department (e.g. Radiology, Cardiac Catheterization, etc.) basis first, without taking shift into account. The following applies to the process followed for layoffs:

- a) For layoff and bumping purposes, the Hospital will create two lists for Staff Nurses: (1) those in positions which are 36 hours per week or greater (referred to in this Article as "Group 1" positions), and (2) those in positions less than 36 hours per week, but at least 20 hours per week (referred to in this Article as "Group 2" positions). For purposes of layoff and bumping, all Group 1 employees will be treated the same as other Group 1 employees regardless of hours of work per week.
- b) Except in cases of emergency, the Hospital agrees to meet with the Union at least one week in advance of any notice of layoff of more than 5 employees in the negotiations unit at one time. The purpose of the meeting is to discuss the pending layoff situation. At that meeting the Union is free to set forth its position on the pending layoff.
- c) The Hospital will provide a minimum of twenty-eight (28) days' notice of layoff to any regular full-time or regular part-time employee to be affected. At the Hospital's discretion, payment in lieu of notice may be given for the 28 days' notice.
- d) The layoff of regular full and part time staff from a specific work unit or department will not occur unless regularly assigned agency nurses and regularly assigned per diem nurses in the work unit/department are first eliminated.
- e) Within the assigned clinical unit, regular employees shall not be laid off before temporary employees in the same job titles.
- f) The Hospital shall continue the practice of providing the Union with a copy of each layoff notice sent to employees. Such notice shall be provided, by mail, fax, or email within twenty four (24) hours of the employee's receipt of the layoff notice.
- g) Hospital Divisions are as follows:
  - Ambulatory Care
  - Cardiac Services
  - Critical Care
  - Emergency Services
  - Family health Services
  - Perioperative Services
  - Medical/Surgical

- h) When an individual is identified for lay off or is displaced due to the closure or reorganization of a unit, the staff member will follow the process below:

Vacancies

- i. First, an employee identified for layoff will be offered the opportunity to fill a vacancy, for which he/she is qualified, in his/her current title within the employee's current department or division. If the employee chooses not to accept the vacancy offered, the employee may opt to be placed on the recall list. There will be no probationary period.
- ii. Second, if a vacancy pursuant to (i) above is not available, the employee will be offered a vacancy, for which he/she is qualified, in his/her current title within the Hospital. If the employee chooses not to accept the vacancy offered, the employee may opt to be placed on the recall list. If the employee accepts a vacancy, there will be a probationary period of 90 days, with a possible 90-day extension. Time spent on an authorized leave shall not count towards the probationary period.
- iii. Third, if a vacancy pursuant to (i) or (ii) above is not available, the employee will be offered a vacancy, for which he/she is qualified, in his/her immediate prior title within the negotiations unit, hospital-wide. If the employee opts not to fill the vacancy offered under this section, the employee may opt to be placed on the recall list or proceed to (iv) below. If the employee accepts a position under this provision, there will be a probationary period of 90 days, with a possible 90-day extension. Time spent on an authorized leave shall not count towards the probationary period.

Bumping

- iv. Fourth, if an employee cannot be placed in a vacancy pursuant to (i), (ii), or (iii) above, the employee may bump the least senior employee in his/her current title in a position for which he/she qualifies, within the Hospital. If the employee is unable to bump under this section, the employee may exercise rights under (v) below. If the employee accepts a position under this provision, there will be a probationary period of 90 days, with a possible 90-day extension. Time spent on an authorized leave shall not count towards the probationary period.
  - v. Fifth, if the employee is not offered the opportunity to bump pursuant to (iv) above, the employee may bump the least senior employee in his/her immediate prior title in the negotiations unit, in a position for which he/she qualifies, hospital-wide. If an employee opts not to exercise his/her bumping rights under this section, the employee may opt to be placed on the recall list. If the employee accepts a position under this provision, there will be a probationary period of 90 days, with a possible 90-day extension. Time spent on an authorized leave shall not count towards the probationary period.
- i) An employee in a Group 2 position may not bump an employee in a Group 1 position. However, an employee in a Group 2 position may bump other employees in Group 2 positions if the employee that is bumped is at equivalent or less hours. Employees in Group

1 positions may, however, bump employees in Group 2 if there are no Group 1 opportunities available, either through a vacancy or bumping. For purposes of bumping, all employees in Group 1 positions shall be treated the same regardless of hours of work per week.

- j) An employee who is placed in a vacancy or bumps into a position may not bid on a vacant position for a period of six (6) months. However, in the event an employee's position is eliminated due to the reorganization or closure of a unit and a vacancy within the same title occurs in their former unit/department within one year, the employee will be permitted to bid on his or her former position.

4. Recall: The following applies to recall from layoff:

- a) Laid off employees, in the order of Hospital seniority, have first recall rights beginning with the title and position from which they are laid off, to the immediate prior position for which they meet the requirements.
- b) If more than one employee has the same Hospital Date of Hire, then the former position number will be used as the tiebreaker, with the higher number being recalled first.
- c) All laid off employees who have been employed for at least one year as of the date of layoff shall retain their rights of recall for one (1) year from the date of layoff. Should a laid off employee refuse a position when recalled, s/he shall be removed from the recall list.
- d) Upon recall, an employee shall retain his/her original date of hire.

#### **4.11 Transfer/Promotion/Reclassification**

The announcement of position vacancies will be posted on the Hospital's Human Resources website for a minimum of five (5) business days.

Non-probationary employees who wish to make application to any such vacancy shall submit their applications on the Hospital's web-based tracking system.

The Hospital retains its right to select the applicant, whether internal or external to the Hospital, that the Hospital determines is the best qualified to fill the vacancy. Qualifications that are considered include, but are not limited to, academic credentials, past performance, time and attendance, seniority and experience.

The Hospital will interview at least two (2) internal applicants who meet or exceed the minimum qualifications listed for the position.

The Hospital agrees that the applicable procedures and policies pertaining to promotions shall be fairly and equitably applied to all internal candidates. Any decision by the Hospital pertaining to promotion is grievable by the Union only on the basis that such policies and procedures were not applied in an equitable manner.

Where two (2) or more staff nurses request a lateral transfer within the same job classification and are of equal qualification, as determined by the hiring manager, the Hospital shall select the

employee with the greatest seniority. Qualifications that are considered, include but not limited to, academic credentials, past performance, time and attendance, and experience.

#### **4.12 Subcontracting:**

If the Hospital contemplates contracting for work normally performed by staff covered by this Agreement and the result would be the displacement of those staff members, the Hospital agrees that, at least five (5) weeks prior to the execution of such contract, it will meet with the Union for the discussion of the proposed contract. If such contract is executed, the Hospital agrees to give displaced staff consideration concerning other positions at the Hospital for which they are qualified.

If such subcontracting necessitates the layoff of personnel, affected staff shall be given at least twenty-eight (28) calendar days' notice prior to being laid off.

The continued use of agency nurses who are scheduled as per past practice is not covered by this provision.

### **5. WORK TIME**

#### **5.01 Normal Workday:**

For the purposes of determining the application of any employee's regular compensation rate, the employee's normal workday will be eight (8), ten (10) or twelve (12) work hours. The workday of employees regularly scheduled to work greater than eight (8) hours shall be defined under the specific Schedule sections of this Agreement.

All defined workdays shall include rest periods as specified in section 7.14 and a thirty (30) minute unpaid scheduled meal period.

A Full Time employee shall normally be scheduled to work a full eight (8) hour shift.

#### **5.02 Normal Workweek:**

For Full Time employees who are regularly scheduled on an eight (8) hour basis, the normal work week will be forty (40) hours. The employee will have two (2) days off in each week. The workweek begins at 12:01 am. Sunday and ends midnight Saturday.

Employees regularly scheduled to work on other than an eight (8) hour basis shall have their respective workweeks defined in Section 4.02 of this Agreement.

#### **5.03 Work Schedules:**

Employee requests or preferences for the upcoming schedule will be submitted in writing no less than two (2) weeks in advance of the posting of the schedule. During the two weeks in advance of the posting of the schedule, no requests or preferences for the upcoming schedule will be entertained. The Hospital will respond in writing to all requests or preferences within fourteen (14) calendar days of submission

The Hospital shall post a schedule of not less than four (4) but no greater than six (6) weeks of each employee's assignment not less than two (2) weeks in advance of the start of each schedule. Such schedule shall be maintained until it is superseded by a new schedule or changed

by an agreement between the Hospital and the employee concerned. The Hospital reserves the right to change the schedule in case of emergency.

The Hospital will respond in writing to all written requests for changes in the posted schedule within seven (7) calendar days of submission. Changes in a posted schedule must be proposed in writing and approved in writing by the appropriate Nurse Manager. Employees may request to change shifts or days off with another employee of the same skill level. The request shall be in writing by both employees to the Nurse Manager before the scheduled change takes place. Changes requested by the employee in the posted schedule will be considered by the Hospital and not be unreasonably denied. One reason to deny a requested switch would be if overtime costs are created or increased as a net result of the switch.

An on-call schedule shall be posted two weeks prior to the on-call assignment.

**5.04 Overtime Work: Compensatory Time Off**

The employee may request overtime pay or compensatory time off. The Hospital retains the option of paying overtime pay or compensatory time off.

**5.05 Overtime Work: Scheduling**

The Hospital will follow all New Jersey statutes and regulations regarding mandatory overtime.

If it is practical and consistent with the efficiency of operations, overtime shall be scheduled and distributed on a rotation basis by job classification within each functional work unit. The Hospital shall give employees as much advance notice as possible relative to the scheduling of overtime. Subject to operational needs, the Hospital will make its best efforts to post the overtime schedule at the same time the work schedule is posted.

An employee who refuses an overtime assignment shall be considered to have worked for the purposes of determining equal distribution of overtime. Once an employee is scheduled and accepts an overtime assignment, he/she shall be subject to all Hospital rules and regulations and the appropriate provisions of this Agreement.

In cases where mandatory overtime is required, then the least senior qualified employee of the employees on duty can be required to stay and work the overtime. Such mandatory overtime shall be rotated starting with the least senior qualified employee.

An employee who is scheduled to work overtime shall be subject to the provisions of the Hospital's Attendance Control Policy and Procedures.

Employees with performance deficiencies or poor attendance will be prohibited from working voluntary overtime.

Barring personal emergency, an employee scheduled to work overtime is required to notify the Hospital Staffing Office or in the case of employees working in the ACC, the nursing office, twelve (12) hours prior to the start of the overtime shift if they are unable to report to work. Failure to call in prior to twelve (12) hours before the start of the overtime shift will make the employee ineligible for voluntary overtime for the next posted schedule. Failure to call in prior to two (2) hours before the start of the overtime shift will be considered a no call/no show absence and the

employee shall be subject to discipline.

Unit assignment of overtime personnel may be subject to change dependent upon patient care needs. In the event an employee refuses assignment, the employee will be subject to appropriate discipline for insubordination. However, if at least one hour and forty-five minutes prior to the start of the scheduled overtime shift, it is determined that the overtime is not needed as originally assigned, the employee will have the option of working another overtime assignment or not working the overtime shift.

Employees may work a maximum of two (2) twelve (12) hour shifts or three (3) eight (8) hour shifts per week in overtime.

If an employee has been scheduled for overtime at least twenty-four (24) hours in advance, he/she must receive at least two (2) hours' notice of cancellation of the scheduled overtime. If less than two (2) hours' notice is received, the employee will have the option of coming to work (paid at overtime) or not coming to work (without overtime pay).

**5.06 Weekend Rotation:**

- (A) A weekend off shall be defined as Saturday and Sunday for all employees.
- (B) For units and departments at the Hospital that are open on weekends, the Hospital will grant each Full Time and Part Time employees at least twenty-six (26) weekends off per calendar year.
- (C) Employees scheduled on a twelve (12) hour basis will normally be assigned to work thirty six (36) weekend hours per four (4) week scheduling cycle unless the operational needs of the Hospital require a greater assignment. Should such employee be assigned to work greater than thirty six (36) weekend hours in a four (4) week scheduling cycle such assignment shall not be for two (2) consecutive work schedules.

Full-time employees scheduled on a twelve (12) hour basis will not be required to work more than thirty-nine (39) weekend shifts per calendar year. The Hospital shall make its best efforts to assign full-time twelve (12) hour shift employees to no more than thirty-six (36) weekend hours per four (4) week scheduling cycle.

Part-time employees scheduled on a twelve (12) hour basis will not be required to work more than twenty-six (26) weekend shifts per calendar year. The Hospital shall make its best efforts to assign part-time twelve (12) hour shift employees to no more than twenty-four (24) weekend hours per four (4) week scheduling cycle.

Nothing contained herein shall prevent employees from voluntarily working more than the required weekend shifts per calendar year.

No full-time or part-time employee scheduled on a twelve (12) hour basis shall be required to work more than forty eight (48) hours in a four (4) week scheduling cycle unless the employee is working additional weekend hours to make up missed weekend time.

Full-time employees scheduled on a twelve (12) hour basis shall have at least two

(2) of the required weekend shifts per schedule scheduled on the same weekend.

- (D) Full-time employees scheduled on an eight (8) hour basis shall not be assigned weekend work hours in such a manner as to schedule an employee to work on more than two (2) weekends (four shifts) per month except by mutual agreement between the employee and the Hospital. An employee may be scheduled to work on more than two (2) weekends during a four (4) week schedule cycle in which the employee or other employees assigned to the same work unit and work shift is scheduled to take vacation time which includes weekends. However, and in such case, no employee will be scheduled to work more than eight (8) weekend work shifts in an eight (8) week period.

The Hospital shall make every effort to schedule both full-time and part-time eight (8) hour shift employees every other weekend off in “non-peak” vacation periods.

Part-time employees scheduled on an eight (8) hour basis are required to work four (4) weekend shifts each four (4) week schedule, except if as a condition of employment they have been hired to work exclusively weekend hours. However, part-time employees who are hired to work on weekends may work additional hours consistent with part-time status.

All weekend hours will be paid at the rate of \$1.50/hour. The weekend differential will be paid for all hours worked from 7:00 a.m. Saturday to 7:00 a.m. Monday.

- (E) Nurses must make up weekend shifts for which they have called out, as determined by management within two (2) work schedules. Subject to operational needs, an employee’s preference for the make-up weekend shift will be considered.

Notwithstanding the above, for Nurses on payroll as of January 1 of the calendar year, the below indicated sick call outs will not be required to be made up:

Nurses on 8 hour shifts	1 weekend shift per calendar year or 2 shifts per calendar year if they are on consecutive calendar days
Nurses on all other schedules	1 weekend shift per calendar year

If a negotiations unit member does not work on a weekend shift due to a leave of absence or extended paid sick leave, the employee shall not be required to make up the day (or days).

#### **5.07 Coverage for Approved Leaves of Absences or Long-term Paid Sick Leave**

The parties agree that there shall be no shift reassignment, except to cover up to twelve (12) weeks of an approved leave of absence or long-term paid sick leave. Prior to reassigning an employee to another shift, the Hospital shall first seek volunteers. As a last resort, on a rotating basis, the least senior employees in the nursing unit (e.g. F-Green) shall be reassigned. Shift reassignment for an employee shall be limited to four (4) weeks duration unless an employee agrees to work on another shift for a longer period of time.



The Hospital shall provide at least fourteen (14) days' notice prior to reassigning an employee to another shift.

## **5.08 Standard Day**

A standard day shall be defined as the standard work week hours for that classification (ie. non-exempt 35 hours or 37.5 hours or 40 hours or exempt a minimum of 37.5 hours) divided by 5. For example, 35 hours per week divided by 5 equals a standard day of 7 hours. This is pro-rated for part-time employees (e.g. 24 hours per week divided by 5 equals 4.8 hours a day).

## **6. MONETARY BENEFITS: TIME WORKED**

### **6.01 (A) Base Pay:**

For employees on a years' of experience scale, base pay is the employee's pay rate exclusive of any differentials, premiums, bonuses or other additional forms of compensation. For staff nurses on Scale A and APNs, base rate of pay is equivalent to their current pay rate on their scales, exclusive of any differentials, premiums, bonuses or other additional forms of compensation.

### **(B) Regular Pay:**

An employee's regular pay is the employee's rate inclusive of base pay, and where applicable, experience differential, education differential and certification differential, but shall exclude all other differentials and/or pay rates.

### **6.02 Premium Compensation Rate - Overtime Work:**

The Hospital conforms to the Fair Labor Standards Act (FLSA). All employees shall be compensated at time and one-half (1 1/2) for all hours worked in excess of forty (40) hours. Overtime pay and other premium pay shall not be pyramided.

Such overtime hours shall be compensated either by (a) pay through direct deposit, or (b) compensatory time off; at the rate of one and one-half (1 1/2) hours for each hour worked, at the option of the Hospital.

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

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

### **6.03 Pay Period:**

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

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

errors will be corrected through direct deposit within seven (7) business days of receipt of proof of the error.

Pay Advice Statements and information regarding accrued benefit time are available on-line at [my.uhnj.org](http://my.uhnj.org)

**6.04 Salary Increase Date:**

Salary increases which may be delayed will be paid retroactively to the scheduled effective date.

**6.05 Changing Time:**

All employees who are required to wear scrubs that are issued every shift at the Hospital shall have ten (10) minutes from their respective starting times within which to dress or otherwise prepare.

**6.06 Daylight Saving Time:**

If an employee actually works one (1) hour greater than his/her scheduled hours of work as a result of an adjustment in daylight savings time, s/he shall receive one (1) hour's pay at time and one-half (1 1/2). If an employee works one (1) hour less than his/her scheduled hours of work as a result of an adjustment in daylight savings time, she he will be compensated for the time actually worked.

**7. MONETARY BENEFITS: TIME NOT WORKED**

**7.01 Holiday Designation:**

All Full Time employees will be entitled annually to nine (9) holidays or for flexi-scheduled employees, seventy two (72) hours of holiday time. Part Time employees will have the holiday time pro-rated based on the number of hours he/she were hired to work per pay period. The nine (9) holidays are:

- |                  |                               |
|------------------|-------------------------------|
| New Year's Day   | Martin Luther King's Birthday |
| Good Friday      | Memorial Day                  |
| Independence Day | Labor Day                     |
| Thanksgiving Day | Day after Thanksgiving        |
| Christmas        |                               |

Full-time nonexempt negotiations unit members will have forty-eight (48) hours of float holiday time annually. All other full-time negotiations unit members will have six (6) float holidays annually. This benefit shall be pro-rated for regular part-time employees. Except in case of an emergency, a request for a Float Holiday must be submitted to the employee's supervisor for review and approval at least five (5) business days in advance of the date upon which the employee proposes to use the float holiday. Employees may utilize approved float holiday time up to a maximum number of hours in their regularly scheduled shift.

All Full-time negotiations unit members hired or returning from unpaid leaves of absences between January 2 and July 1 of any year will be credited with twenty-four (24) hours of float holiday time within one full pay cycle after July 1. No float holidays will be credited for individuals hired or returning from unpaid leaves of absences from July 2 to December 31. Full-time negotiations unit members returning from unpaid leaves of absences from January 2 to July 1 will only receive twenty-four (24) hours of float holiday time if they did not already receive float holidays for the particular year. This benefit will be pro-rated for regular part-time negotiations unit members.

Float holidays may be used for emergency, personal matters, observance of religious or other days of celebration.

Supervisors shall have the right to require proof of an emergency. The Hospital agrees that such proof shall be kept confidential. Failure of any staff member to supply such proof shall result in a salary deletion for the day(s) and appropriate disciplinary action may be taken.

Float holidays shall be scheduled during the course of the calendar year. Employees shall have the option of being paid for sixteen hours of float holiday in lieu of using such time. Employees shall notify their Nurse Manager no later than September 30th of each year whether or not they wish to be paid for the time. If an employee chooses to be paid for the time, then the payment will be made in the first paycheck of December of that year.

In an eight hour unit, staff will be scheduled at least four (4) or five (5) holidays in the calendar year based upon seniority. The most senior half of the unit will be scheduled at least five (5) holidays and the least senior half will be scheduled for four (4) holidays.

All employees will receive two (2) of the following four (4) designated holidays off in the following manner:

New Year's Day or Christmas  
Thanksgiving or Independence Day

All employees will have either Christmas or New Year's off, alternating these holidays each year when feasible.

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

In those months containing designated holidays, flexi-scheduled employees will be scheduled thirteen (13) shifts inclusive of holidays. Employees who actually work fewer than thirteen (13) shifts may be short regular pay if there is insufficient accrued compensatory time.

Employees, absent compelling documentation of illness or emergency, who call off on the scheduled day within forty eight (48) hours before or after a holiday, or, if scheduled to work the holiday, call off, will be salary deleted and forfeit the holiday.

**7.02 Holiday Entitlement:**

Recognizing that the Hospital is open every day of the year and that it is not possible for all employees to be off on the same day, the Hospital shall have the right, at its sole discretion, to require any employee to work on any of the holidays herein specified. The Hospital agrees to assign holidays off on an equitable basis.

If the holiday falls on an employee's day off, he/she shall receive another day off for the holiday.

Such day may not be used prior to the date the actual holiday is observed and shall be scheduled within sixty (60) calendar days after the date the actual holiday is observed.

If the employee has requested but not received the compensatory time off for the holiday by the sixty (60) calendar day period, the Hospital will either pay the employee for the holiday at his/her regular rate of pay, or shall schedule the employee for the time off, by the next pay period.

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

### **7.03 Holiday Pay:**

Full and Part Time employees that are routinely scheduled to work twelve (12) hour shifts, as well as employees routinely scheduled to work eight (8) hour shifts in inpatient units, shall be compensated for the nine (9) Hospital designated holidays totaling seventy two (72) hours as per 1 through 4 below. Notwithstanding, the amount of compensation for holidays for Part-Time employees under paragraphs 1 through 4 below shall be pro-rated in accordance with Section 4.04 and 7.01:

1. For the period July 1 through November 30 of each year of this Agreement, each employee will be compensated for all four (4) Hospital designated holidays which fall within this period while the employee was actively employed. Payment will be made in December, and paid in one lump sum at the employee's regular rate of pay in effect at the time payment is made.

2. For the period December 1 through June 30 of each year of this Agreement, each employee will be compensated for all five (5) Hospital designated holidays which fall within this period while the employee was actively employed. Payment will be made in July, and paid in one lump sum at the employee's regular rate of pay in effect at the time the payment is made.

3. An employee who is not in active status on a day designated by the Hospital as a holiday will not receive compensation for said holiday.

4. Upon termination of employment or transfer from the twelve (12) hour work shift scheduling basis or the eight (8) hour work shift scheduling basis in Newark in an inpatient unit, the employee will be compensated for accrued holiday pay for any Hospital designated holiday which has not been paid, less any monies the employee may owe the Hospital.

Any employee scheduled to work on a Hospital designated holiday will be compensated at the rate of time and one-half (1 1/2) his/her regular rate of pay for all hours worked on the holiday.

Negotiations unit members who are required to work on New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving or Christmas shall be paid at the rate of time and one half (1 1/2) his/her regular rate of pay for all hours worked. Negotiations unit members who are required to work on the Day After Thanksgiving or Good Friday shall be paid at his/her regular rate of pay.

Employees scheduled on an eight (8) hour basis who work on a Hospital designated holiday shall be scheduled for another day off for the holiday within the next two pay periods. An employee may request such day off as per Section 5.03.

**7.04 Vacation Amount:**

Vacation accruals for newly hired or rehired employees will commence upon the successful completion of the employee's probationary period and will be credited retroactively to the employee's date of hire or rehire.

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

<u>Length of Service</u>	<u>Accrual Rate</u>
From date of hire to completion of 3 years	1 1/4 days/month
From start of the 4th year to completion of 18 years	1 2/3 days/month
From the start of the 19th year	2 1/12 days/month

**7.05 Vacation Pay:**

An employee will be paid for vacation at the employee's regular rate of pay.

**7.06 Vacation Entitlement:**

All regular Part Time employees who are included in this negotiations unit shall accrue vacation credit on a proportionate basis based on the number of hours he/she was hired. Per Diem employees are not entitled to vacation benefits.

Vacation credit shall not accrue while an employee is on an unpaid leave except that an employee will receive credit for the month the leave commenced provided the leave commenced on or after the 16th and will receive credit for the month he/she returns from leave provided the employee returns on or prior to the 15th of the month.

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

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

**7.07 Vacation Scheduling:**

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

The Hospital may restrict the amount of vacation time granted to an employee during prime vacation periods to allow for equitable distribution of prime vacation time among employees. The prime vacation periods shall be defined as December 1 through January 15, and Memorial Day through Labor Day.

After successful completion of the initial probationary period, vacation allowance must be taken by the end of the calendar year following the calendar year in which it was accrued. An employee may carry a maximum of one (1) year of earned vacation allowance forward into the next succeeding year. When unusual circumstances warrant an exception, amounts greater than one (1) year can be carried over with the approval of an employee's Director of Patient Care Services and the Chief Human Resources Officer.

Subject to proper patient care and operational needs, the choice of vacation time for negotiations unit members will be determined within the work unit on the basis of Hospital seniority. Employees within one work unit shall not be denied vacation time due to vacation time scheduled in another unit.

Vacation requests for each "vacation year" of April 1 through March 31, must be planned and requested by February 15th of each year.

The employee will submit three (3) choices of vacation time in order of priority. In situations in which choices of vacation are timely and two (2) or more employees request the same time period, seniority will prevail.

Failure to submit a vacation request by February 15th will result in loss of seniority status as it relates to vacation requests. Should this occur, the employee will be presented with the dates of available vacation weeks after the "vacation planner" has been completed; with request for vacation responded to in writing within seven (7) calendar days of receipt.

A maximum of two (2) weeks' vacation will be granted in the prime vacation period from December 1 to January 15. This time will be granted on a seniority basis and will rotate. Employees are required to work either Christmas or New Year's. Requests to exceed the maximum two (2) weeks' vacation during the prime vacation period of December 1 to January 15 may be granted if the Hospital, within its sole discretion, determines that appropriated coverage for the unit will not be affected. Requests will be handled on a first come first serve basis. In the event of multiple requests, seniority shall govern, but once vacation is granted bumping does not apply. No employee may request more than two (2) weeks' vacation during the prime vacation period until such time as all vacations have been scheduled pursuant to the procedure set forth in this Article.

Employees may not pyramid any personal leave days during vacation time unless special permission has been obtained from the Director of Patient Care Services.

Approved vacation time requires the signature of the employee's nursing unit's manager or designee. Written approval of vacation time will be given to the employee no later than March 15.

Vacation time may be taken as one (1) or more single days, or one (1) or more single weeks.

Employees wishing to maintain the integrity of their regular scheduled weekend and forego the weekend with the vacation period must do so in writing.

For employees working twelve (12) hour or ten (10) hour shifts, vacation days will be taken as twelve (12) or ten (10) hour days. Individual vacation days can be requested; and such requests will not be unreasonably denied. Only fourteen (14) consecutive days off will be granted during prime time.

More than one (1) employee per work unit/department and work shift may be scheduled for vacation at one time provided that appropriate coverage for the unit/department is not affected. Employees are not responsible for providing staff coverage as a basis for the approval of requested vacation time unless the employee's work schedule has already been posted.

An employee may use vacation days on an emergency basis for the care of a sick family member or member of the employee's household, subject to the submission of appropriate documentation when required.

**7.08 Sick Leave: Entitlement and Amount:**

Sick Time and leaves of absence shall be governed in accordance with the Hospital's policies except as provided in this Agreement.

1. Throughout this Agreement "Sick Time" or "Sick Day" shall refer to University Hospital accrued Sick Time or Sick Day to differentiate from New Jersey Earned Sick Leave time.

Regular employees, shall accrue one (1) sick day per month based upon the standard day for their classification as defined Section 5.08, Standard Day, including those scheduled on a twelve (12) hour basis, shall accrue sick days on the basis of one (1) eight hour day per month, except that Regular full time employees working 7.5 hour days shall accrue sick days on the basis of one (1) 7.5 hour day per month. Regular part time employees shall be credited for accrued sick time on a pro-rated basis. Unused University Hospital sick time is cumulative.

2. For employees taking medical/FMLA leave for self, the maximum leave allowed will be twelve (12) weeks, unless the employee has paid time accruals exceeding that amount of time. In cases where the employee has in excess of twelve (12) weeks of paid time accrued, the maximum length of leave time shall be equal to the lesser of the employee's paid time accrual or twelve (12) months. In the event an employee requires leave time exceeding twelve (12) weeks and has exhausted paid time accruals, he/she may apply for paid time in accordance with the Staff Leave Donation policy. All Paid sick time accruals must be utilized first, then float holidays and vacation accruals may be used at the employee's option. For employees applying for New Jersey Temporary Disability, they must use up to two (2) weeks of accrued sick time based on the standard week, which will be pro-rated for Part-time members. However, no employee shall be required to use any accrued sick time which would result in their having less than one (1) week's worth of that time. The statutory 12-week FMLA shall run concurrent with the first 12 weeks of such leave. The total amount of time that a negotiations unit member may be continuously out of work cannot exceed fifty two (52) weeks. However, employees hired prior to January 1, 1983 shall be entitled to use all accrued paid sick time.

3. Employees may use only forty (40) hours of New Jersey Earned Sick Leave in a fiscal year (July 1<sup>st</sup> to June 30<sup>th</sup>). New Jersey Earned Sick Leave shall run concurrently with FMLA and NJFLA. Employees may carryover a maximum forty (40) hours of New Jersey Earned Sick Leave from one (1) fiscal year (July 1<sup>st</sup> to June 30<sup>th</sup>) to the next.

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

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

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

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

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

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

5. Sick time accruals are cumulative from one year to the next.

6. Per Hospital policy, an employee can use up to ten (10) accrued sick days, then float holidays and accrued vacation time, to take care of a seriously ill family member, which will be pro-rated for Part-time employees.

#### **7.09 Sick Leave Notice and Restrictions:**

An employee will be paid for sick leave at the employee's regular rate of pay.

Employees are required to comply with the departmental call in procedure. If the illness extends beyond one (1) day, the employee must continue to call in ill each day unless they have already indicated to their supervisor an expected return date. If the illness extends beyond the expected return date he/she must call in with a new expected return date.

Attendance abuse shall be defined in accordance with the Hospital's Attendance Control Policy.

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



be unpaid except when an employee seeks treatment for a work-related injury or illness.

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

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

The parties agree to meet within ninety (90) days of ratification to discuss issues concerning employees' ability to cash in unused sick leave on a yearly basis.

**7.10 Leave for Death or Serious Illness in Immediate Family:**

At the time of a death of an immediate family member, up to three (3) consecutive work days off with pay will be granted to employees provided they are scheduled to work those days, and provided sick leave or other paid leave is accumulated to the credit of the employee and is so charged.

Members of the immediate family are defined as spouse, children, parents, brothers or sisters, parents-in-law or other relative, significant others, living in the employee household.

In cases where the death of a grandchild, grandparent, brother-in-law, sister-in-law, aunt or uncle, niece or nephew occurs, up to one (1) calendar day off with pay will be granted to attend the funeral services, provided sick pay or other paid leave is accumulated to the credit of the employee, and is so charged.

If a staff member wishes to extend the leave beyond that described above due to travel or other responsibilities, such request will not be unreasonably denied, but that time will be deducted from the staff member's accumulated vacation or float holiday time.

Regular Part Time employees will receive prorated benefit.

**7.11 Jury Duty Leave Amount:**

Consistent with the procedures set forth in Article 7.12, an employee who is summoned for and performs jury duty on a day on which he/she is scheduled to work, will be paid for the day according to the employee's standard work hours based on job classification (8 hrs, 7.5 hrs). This will be pro-rated for regular part time employees.

Employees who work the night shift will be paid for the day on which the jury duty is served, if scheduled to work that night.

The receipt of a notice to report for jury duty must be reported immediately to the Director of Patient Care Services.

**7.12 Jury Duty Leave Procedure:**

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

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

**7.13 Court Appearance:**

Employees shall be granted necessary time off, at the employee's regular rate of pay, when he or she is summoned to testify at depositions or in court, on any matter arising within the employee's scope of employment at the Hospital, so long as the matter relates to the work of the employee and is not in the context of a personal lawsuit filed against the Hospital by the employee or a co-worker. The employee shall immediately report receipt of any subpoena or court order related to their employment at the Hospital to the Hospital's Office of Legal Management and to their supervisor.

**7.14 Rest Periods:**

A non-exempt employee shall be entitled to a fifteen (15) minute rest period during each four (4) consecutive hours of the work shift.

Non-exempt employees who are required to work beyond their regular quitting time into the next shift shall receive an additional fifteen (15) minute rest period after the employee's regular shift has been exceeded by two (2) hours.

Non-exempt employees may not take a fifteen (15) minute rest period at the beginning of their shift. Non-exempt employees may take a fifteen (15) minute rest period at the end of their shift (terminal breaks) only with the express documented consent of their supervisor prior to taking any such rest period.

**7.15 Meal Period:**

Employees authorized to work through their regularly scheduled meal period will, at the option of the Hospital, be paid time and one-half (1 1/2) or granted compensatory time off at the rate of time and one-half (1 1/2) for such meal period. Meal periods shall be one-half (1/2) hour unpaid.

**8. LEAVES OF ABSENCE**

**8.01 Basis and Amount:**

<u>Type of Leave</u>	<u>Maximum Length</u>
Medical/FMLA	As per FMLA policy
Staff Leave Donation	As per Staff Leave Donation policy
Military	In accordance with State and Federal Statute
Personal	1 month
Academic	6 months

## 8.02 Procedure:

(A) Medical/FMLA Leave:

Effective July 1, 2017, the parties agree to adopt and apply the terms of the Hospital's FMLA Policy currently applicable to the Hospital's non-Union employees, to current negotiations unit employees. The policy will apply to new hires effective immediately.

(B) Military Leave:

Military leave will be governed by applicable State and Federal Statute. An employee who has a military leave commitment on a weekend day shall not be required to make up the weekend day.

(C) Workers' Compensation:

1. If an employee becomes disabled because the injury occurred during the course of the employee's job, payment during such leave shall be made in accordance with the New Jersey Workers Compensation Act.
2. Employees in the negotiations unit who become disabled because of a job related injury which occurs while performing assigned job duties and functions, shall be granted a leave of absence if approved by Hospital Risk Management.
3. If an injury occurs while performing assigned job duties and functions, employee shall receive the following if approved by Hospital Risk Management:
  - a. Leave of absence shall not exceed 12 weeks.
  - b. The first 8 weeks shall be paid at 100% of base rate salary, without shift differential, preceptor, education, or overtime pay.
  - c. The 4 additional weeks, if required as documented by the authorized Worker's Compensation treating physician, thru Hospital Risk Management, shall be paid at 70% of base rate salary. During this period employees may not supplement payment by applying available sick, vacation, or float holiday balances.
  - d. Leave of absence shall be concurrent with any leave granted under the Hospital's FMLA policy.
  - e. During leave of absence, the employee will accrue leave time, seniority, and other benefits.
  - f. If additional leave is required, beyond twelve (12) weeks, as documented by the authorized Worker's Compensation treating physician, thru Hospital Risk Management, payment will be made in accordance with New Jersey Worker's Compensation Act.
4. If an employee is not approved by the Hospital Risk Management for leave of absence, application may be made for leave under the Hospital's FMLA policy. The terms of the leave shall be governed by the Hospital's FMLA policy.

(D) Personal Leave:

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

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

Such request must be submitted at least two (2) weeks in advance of the starting date for the leave except in the case of a bona fide emergency. An employee shall receive a written response within five (5) work days. Supervisors shall have the right to require proof of an emergency as a condition for approval.

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

(E) Return from Leave:

1. Medical/FMLA:

An employee who fails to return from Medical/FMLA leave within three (3) days from their scheduled date of return and without requesting permission from Human Resources to extend such leave, may be subject to discharge.

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

If an employee's return to work follows a leave of absence of six (6) or more months, the employee shall, in the sole discretion of the Supervisor, be required to receive a re-orientation.

2. Military, Academic, and Personal Leave

The Hospital shall place an employee returning from an unpaid leave of six (6) months or less in his/her prior position. An employee who fails to return from leave within five (5) days from their scheduled date of return and without securing permission from his/her supervisor to extend such leave, shall be discharged. An employee who has utilized the maximum length of leave and who is unable to return at that time shall resign in good standing or in the alternative will be terminated for being unable to return from leave.

**8.03 Leave of Absence, Limitations:**

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

**9. MONETARY BENEFITS: HEALTH BENEFITS, PRESCRIPTION DRUG PROGRAM, DENTAL CARE PROGRAM, LIFE INSURANCE AND PENSION.**

**9.01 Health Benefits:**

All negotiations unit members who are eligible for the State's health insurance, pension and life insurance benefits shall be provided with those benefits on the same basis and to the same extent as provided to all State employees whose collective negotiations agreements expired on June 30, 1999. Should negotiations or legislative action change these benefits for State employees during the life of this contract, the benefits for eligible negotiations unit members shall change accordingly. If the State should notify the Hospital that it will no longer provide benefit coverage of Part Time (less than thirty five (35) hours per week) staff members, the Hospital will not continue such benefit coverage.

**9.02 State Health Benefits Program:**

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

**9.03 Dental Plan:**

It is agreed that the State shall continue the Dental Care Program, during the period of this Agreement. The program shall be administered by the State and shall provide benefits to all eligible employees and their eligible dependents.

An optional Group Dental Program which provides services through specific dental clinics will be made available to employees in the unit. Participation in this program shall be voluntary with a condition that each participating employee authorizes a bi-weekly salary deduction not to exceed fifty (50%) percent of the cost of the coverage for a one (1) year period. Employees are able to enroll in only one (1) of the two (2) programs or in no program at all.

**9.04 Life Insurance Program:**

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

Flight Nurses shall have coverage in the amount of six (6) times the employee's salary.

**9.05 Pension:**

The Hospital is a participant in the Public Employees Retirement System and the Alternate Benefits Program. Eligibility for participation by employees and benefits are governed by statute and Rules and Regulations promulgated thereunder and administered exclusively by the New Jersey Division of Pensions. A written description of the PERS Program or Alternate Benefits Program can be obtained from the Hospital's Benefits or local Human Resources Office.

**10. MONETARY BENEFITS MISCELLANEOUS:**

**10.01 Terminal Benefits:**

A Full Time or Part Time employee whose employment is terminated by reason of permanent layoff will receive as a terminal allowance:

- a) Twenty-eight (28) days' notice or compensation at the employee's regular compensation rate to the extent such notice is deficient.
- b) Accrued but unpaid vacation and compensation time to the employee's termination date.

#### **10.02 Resignation:**

An employee who terminates by resignation will give the Hospital twenty-one (21) days written notice. Staff who resign and provide the twenty-one (21) days' written notice will be entitled to all accrued but unused vacation time, less any sick time advanced but not accrued. If an employee has approved vacation, Float Holiday or scheduled sick time prior to the submission of resignation, which falls during the notice period, that time shall not count towards fulfilling the written notice. Staff that resign and fail to provide the twenty-one (21) days' written notice shall forfeit accrued but unused vacation time, less any sick time advanced but not accrued, as follows:

- Staff that resign with less than three (3) days' notice shall forfeit one hundred (100%) percent of their accrued but unused vacation time, less any sick time advanced but not accrued;
- Staff that resign and provide at least three (3) days, but less than seven (7) days' notice shall be entitled to twenty-five (25%) percent of their accrued but unused vacation time, less any sick time advanced but not accrued;
- Staff that resign and provide at least seven (7) days, but less than fourteen (14) days' notice shall be entitled to fifty (50%) percent of their accrued but unused vacation time, less any sick time advanced but not accrued;
- Staff that resign and provide at least fourteen (14) days, but less than twenty-one (21) days' notice shall be entitled to seventy-five (75%) percent of their accrued but unused vacation time, less any sick time advanced but not accrued;

If an employee calls out sick after submitting resignation, they shall be salary deleted, unless a doctor's note is presented.

Notwithstanding the foregoing, Staff that resigns due to documented unforeseen circumstances beyond the employee's control that required the employee to resign without providing the twenty-one (21) days' written notice shall be entitled to one (100%) percent of their accrued but unused vacation time, less any sick time advanced but not accrued, so long as the employee provided the Hospital, at the time of resignation, with sufficient documentation in support of the unforeseen circumstances and as much notice of the resignation as was practicable under the circumstances.

After submitting a notice of resignation, an employee shall only be eligible to use a maximum of two (2) float holidays within the last three weeks of employment, provided the request(s) for such float holiday(s) are approved.

**10.03 Shift Differential:**

The Hospital will pay a shift differential of \$3.50/hour to Full Time or Part Time employees who work the evening shift (3:00 p.m. - 11:00 p.m.) or the night shift (11:00 p.m. - 7:00 a.m.). Shift differentials are not considered to be a part of an employee's regular compensation rate. Employees hired on or after October 26, 2016 shall only be entitled to the shift differential when a majority of the scheduled hours on the employees' shift occur after 3:00 p.m. and before 6:00 a.m.

**10.04 Charge Nurse Differential:**

Effective January 1, 2010 the charge nurse differential will be one dollar and seventy-five cents (\$1.75) per hour.

A Staff Nurse who is assigned by management, or his/her designee, to perform the function of a charge nurse assumes responsibility for the operation of the floor or unit.

A staff nurse who is designated to perform the functions of a Charge Nurse shall receive the Charge Nurse differential for the time so designated by management.

When assigning charge duties, the Hospital will first seek volunteers. If there are no volunteers deemed qualified by management, charge duties will be assigned. If there is a need to assign a staff nurse to be a Charge Nurse for an extended period of time, volunteers will be sought first, but the final decision regarding the assignment rests with management.

**10.05 Education Differential:**

(A) The certification differential will be paid to staff nurses at the rate of one dollar and seventy-five cents (\$1.75) per hour.

Should certification expire, certification differential will be discontinued effective immediately. Certification differential will be reinstated on the date documentation of the certification is presented to Human Resources.

In each year paid, staff nurses shall receive, if certified, a payment for only one (1) certification. An employee's certification must be nationally recognized and related to the employee's specialty practice.

(B) Full Time and Part Time staff nurses with a Bachelor's Degree in Nursing (BSN) from an accredited school will receive additional compensation of eighty cents (\$.80) per hour.

Full Time and Part Time staff nurses with a Master's Degree in Nursing (MSN, MA, Ed.M.) from an accredited school will receive additional compensation of one dollar (\$1.00) per hour.

Staff nurses may only receive compensation for the BSN or Master's Degree, not both.

(C) The compensation for a staff nurse's BSN or Master's in Nursing shall be paid bi-weekly and shall be effective the date on which the Human Resources Department receives proof of the degree.

- (D) Effective upon ratification, should an APN or CRNA be certified in a specialty practice that is not required under his/her profession, job title or license, the APN or CRNA shall be eligible for certification pay.

It is understood that an APN or CRNA may only be entitled to receive payment for one (1) certification per year.

Those CRNAs who qualify for certification pay under this Article shall be paid in the same manner as other professional nurses paid on an hourly basis.

APNs must provide proof of certification to the Human Resources Department by each November 1. Any APN entitled to certification pay under this Article shall receive a lump sum payment no later than the second paycheck of December of each year. A full-time APN who qualifies for the certification pay described herein shall receive a lump sum payment of three thousand dollars (\$3,000). A part-time APN who qualifies for the certification pay described herein shall receive a lump sum payment of one thousand five hundred dollars (\$1,500.00).

Any certification for which certification pay is sought must be (1) an ANA certification; (2) nationally recognized; and (3) related to the APN's specialty practice.

**10.07 On-Call:**

- (A) On-call pay will be paid as follows:

\$4.50 per hour - Staff RNs

20% Regular hourly rate - CRNAs

If a non-exempt employee works during the on-call period, the employee shall be compensated at the rate of time and one half (1 ½) his/her regular rate of pay.

- (B) A non-exempt employee who is called in to work during the on-call period shall be guaranteed a minimum of four (4) hours of assigned work except when the end of the on-call period coincides with the beginning of his/her regular shift.
- (C) If operationally feasible, Operating Room (OR) RNs shall only be scheduled and shall only work on call within their on-call specialty in the OR.
- (D) If operationally feasible, an employee will not be scheduled for on-call on their scheduled day off.
- (E) No employee shall be required to work more than sixteen (16) continuous hours in a day (including hours worked while scheduled on-call).
- (F) If a staff nurse works sixteen (16) continuous hours (including hours worked while scheduled on-call) they cannot work or take call for the next eight (8) hours.



#### **10.08 Tuition Refund:**

The Hospital will reimburse all eligible Full Time negotiations unit members one hundred (100%) percent of tuition costs, up to a maximum of three thousand seven hundred dollars (\$3,700) annually for courses completed in an accredited School of Nursing with a grade of "C" or better. Those Full Time employees that are matriculated in the Rutgers School of Nursing program as of October 1, 2016 will be grandfathered and are eligible to receive a maximum of seven thousand dollars (\$7,000) annually for courses completed at Rutgers School of Nursing with a grade of "C" or better.

The Hospital will reimburse all eligible Part Time negotiations unit members (excluding per diems) fifty (50%) percent of tuition costs, up to a maximum of one thousand eight hundred and fifty dollars (\$1,850) annually for courses completed in an accredited School of Nursing with a grade of "C" or better. Those Part Time employees that are matriculated in the Rutgers School of Nursing program as of October 1, 2016 will be grandfathered and are eligible to receive a maximum of three thousand five hundred dollars (\$3,500) annually for courses completed at Rutgers School of Nursing with a grade of "C" or better.

Full and part time employees must have been employed by the Hospital for at least one (1) year prior to be eligible for receipt of tuition reimbursement benefits. Employees who receive tuition reimbursement, and voluntarily separate their employment within twelve (12) months of the receipt of a reimbursement shall refund the Hospital the amount of the reimbursement received.

B) There will be no reimbursement for incidental fees incurred in the courses.

C) The Hospital will reimburse employees within six (6) weeks of submission of tuition receipts and grades by the employee.

#### **10.09 Clothing Allowance:**

(A) Where the Hospital requires employees to wear uniforms but chooses not to provide them, the Hospital will give all full time employees an annual uniform allowance of one hundred and fifty dollars (\$150). Part Time employees will receive an annual uniform allowance of seventy-five dollars (\$75).

If, in the in-patient psychiatric units and partial hospital programs, an employee's clothing is damaged as a result of direct patient care, upon submission of appropriate receipts, the Hospital will reimburse for the repair or replacement up to a maximum of one hundred fifty dollars per year (\$150) for full time employees and seventy five (\$75) for part time employees.

Where the Hospital requires employees to wear uniforms but chooses not to provide them, the uniforms worn by employees shall then comport with such standards as are or may be set forth by the Hospital in its dress code policies.

(B) The uniform allowance will be effective July 1st of each fiscal year to all eligible employees noted above who have completed their initial probation period prior to July 1st. Full or Part Time payments will be based on the employee's status as of July 1st. The employee must be in active pay status as of the date of payment.

### **10.10 Preceptor Pay:**

- (A) In acute care settings, when practical, preceptorship shall be distributed on an equitable basis among qualified employees who have maintained at least a satisfactory or better performance and attendance record. He/she should have successfully completed a preceptor training program offered or approved by the Hospital.

As a Preceptor, a Staff Nurse is responsible for guiding and developing a new hire Staff Nurse, a Staff Nurse transitioning to a new area or other nursing staff as identified by nurse management to ensure that they achieve the required skills and competencies.

- (B) Each nurse will receive a differential of six (6%) percent of his/her regular rate of pay when functioning as a preceptor.

### **10.11 Floating:**

- (A) The Hospital will make its best efforts to minimize floating within the term of this contract.

In the event that it becomes necessary for an employee to be assigned, on a shift-by-shift basis, to another unit, nursing management shall ensure that patient care assignments shall be within the educational and skill level of the assigned/floated nurse. The Hospital shall utilize the following guidelines when floating/assigning nurses:

1. Float pool employees shall be assigned prior to the floating of other full-time or part-time negotiations unit members.
2. Volunteers shall be sought.
3. Agency personnel assigned.
4. Per diem, then overtime staff will be assigned.
5. Finally, the Hospital may assign employees on a rotation basis, with the least senior employee floating first.

The Hospital will use its best efforts to assure that the floating of staff will be done on an equitable basis. To do so, the Hospital will assign an employee during his/her orientation period, e.g. new hire, new program implementation/equipment introduction, in such manner as to enable the employee to acquire the necessary experience and training to assure safe practice when he/she is floated.

No employee will be given an assignment for which she/he has not been adequately trained, or which would cause the employee to violate the Rules and Regulations of the New Jersey Board of Nursing Practice Act.

Daily floating will be reviewed on a quarterly basis. If a full-time and/or part-time staff nurse has been floated within Float Section more than five (5) shifts during the previous quarter, the floated nurse will receive a differential of three dollars (\$3.00) per hour for all additional hours floated.

A differential of three dollars (\$3.00) per hour will be paid to a full-time and/or part-time employee who is assigned to a unit outside of their "float section" on a temporary shift-by-shift basis. However, said float assignment shall not be counted

when determining the employee's eligibility to receive the three dollar (\$3.00) per hour differential for being floated more than five (5) shifts in a quarter set forth in the paragraph above.

Float Sections:

1. EMERGENCY DEPARTMENT/ FLIGHT NURSES/EMS NURSES
2. RADIOLOGY/NEURO INTERVENTIONAL, CARDIAC CATH LAB, ANGIOGRAPHY
3. I-YELLOW 1, I-YELLOW 2, PROGRESSIVE CARE UNITS (PCU) (with the exception of Pediatric Step-Down), CARDIAC CATH LAB, CTICU, SICU, NICU, FLIGHT NURSES
4. OR, SAME DAY SURGERY (UH & DOC), SPECIAL PROCEDURES, E-YELLOW, PACU
5. H-YELLOW, H-GREEN, H-BLUE, G-BLUE, F-YELLOW, E-BLUE, F-BLUE, I-BLUE
6. MOTHER-BABY, L & D
7. PEDIATRICS
8. FICN/FIN, PEDS ICU
9. ALL AMBULATORY CARE SERVICES
10. G-YELLOW

Staff Nurses who are chosen for the "float pool" will be assigned to a float section as defined above and their daily assignments may vary in accordance with operational needs. Staff Nurses who are permanently assigned to the float pool shall receive a differential of five dollars and fifty cents (\$5.50) per hour for all hours worked and said differential shall become part of the Staff Nurse's hourly regular rate of pay.

If a Staff Nurse is qualified and is assigned to work in a float section other than the float hired, he/she shall receive a differential of seven dollars (\$7.00) per hour for all hours worked outside of his/her float section (e.g. float section is the emergency department (pediatrics) and an employee floats/works in the pediatric step down unit).

**(B) Float Section Designation.**

The Hospital will notify the Union prior to the opening of a new unit or division in order to determine the float section to which the new unit or division will be assigned. Upon request by either party, the Union and the Hospital shall meet and discuss revisions in the above float sections.

**(C) Temporary Reassignment.**

Management, in its sole discretion, may seek volunteers who are not in the Float Pool to be temporarily reassigned, for a four (4) week period, to a unit other than the one to which he/she is permanently assigned. An employee on temporary reassignment shall report to the unit where he/she is temporarily assigned. Full-time employees who are selected for and serve in a temporary reassignment will receive a differential of five dollars (\$5.00) per hour for all hours worked in the temporarily reassigned unit.

**10.12 Travel Reimbursement:**

Current policy and procedures shall remain in effect throughout the term of this Agreement.

**11. HEALTH AND SAFETY:**

**11.01 Health Examination:**

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

Employees returning from medical or disability leave must present a note from the treating physician which indicates the date the employee was able to return to duty and certifying the employee's fitness to return to work full duty. The Hospital may, at its own cost and expense, have a physician of its choosing perform a physical examination of the employee to ensure fitness and capability to return to work.

**11.02 Employer Obligation:**

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

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

An employee must report incidents of unsafe and/or unhealthy conditions to his/her supervisor immediately.

The Hospital and HPAE agree, upon request of either party, to discuss problems concerning health and safety in the Labor/Management meetings. Any recommendations concerning improvement or modification of conditions regarding health and safety shall be reported to the Hospital's Safety Committee.

**11.03 Health Security:**

1. The Hospital shall provide PPD tests for employees working under health hazards at the Hospital's time and expense.
2. The Hospital shall provide the Hepatitis B vaccine at no cost to employees who may be exposed to blood and other potentially infectious body fluids in the course of the employee's job.

3. The Hospital shall provide an annual infection control update for all employees which shall include the following:
  - a. Transmission of blood borne, airborne and other infectious diseases.
  - b. Universal precautions, respiratory precautions and other infection control measures.
  - c. Post needle stick and other blood and body fluid exposures management protocols.
4. The Union shall have the right to one (1) representative for the Hospital Health and Safety Committee.
5. The current practice of providing security escorts as available upon the request of an employee shall continue.

#### **11.04 Extended Treatment Area**

1. The Hospital will obtain a list of volunteers, from amongst the negotiations unit that agree to work, when necessary, in the Hospital's Extended Treatment Area ("ETA").
2. When it is necessary for a patient to be treated in the ETA, the Hospital will assign employees in the negotiations unit to work in the ETA as follows:
  - a. First, from amongst those employees on the volunteer list that are working at the Hospital at that time, so long as it is operationally feasible to reassign them to the ETA at that time; and
  - b. Second, if the ETA cannot be adequately staffed pursuant to (a) above, then management will assign other employees to the ETA in its sole discretion from amongst those working at that time, whether or not they are on the volunteer list, provided he/she has been properly trained in the donning and doffing of PPE. When this occurs, management will also contact volunteers on the volunteer list that were not working at the Hospital when the assignment became necessary, and will seek to get those volunteers in to replace the non-volunteers in the ETA as soon as practicable.
3. Effective CY-2017, the Hospital will provide training to volunteers and all nurses in the Emergency Department twice per year in donning and doffing of PPE used in the ETA.
4. If management determines that an employee must be quarantined at the Hospital as a result of the care given to a patient at the Hospital, then employee shall be entitled to compensation during the time that he or she is quarantined, up to a maximum of four (4) weeks, as follows:
  - a. Employee shall be paid at his or her regular rate of pay for all shifts that the employee was scheduled to work; and
  - b. Employee shall be paid at the rate of four dollars and fifty cents (\$4.50) per hour for all other hours that he or she is quarantined at the Hospital not covered by (a) above.

### **11.05 INCLEMENT WEATHER EMERGENCIES**

1. The President and CEO of the Hospital, or his/her designee, has the option, in his/her sole discretion, to declare an "Inclement Weather Emergency." An Inclement Weather Emergency day would generally be declared on days of extreme inclement weather or other days where serious emergencies occur. The decision to declare an "Inclement Weather Emergency" will be announced on the Hospital's intranet page, on the Inclement Weather Hotline (telephone), and/or by any other reasonable means of communication. Once so announced, it is presumed that all employees are aware of the determination. Announcements of closing or "state of emergency" by any federal, state or local governmental agency will not pertain to the Hospital.
2. Employees will be assigned at the sole discretion of the Hospital as either:
  - a. Category Red employees – those employees whose presence the Hospital has determined as necessary to the provision of safe, effective and efficient services.
  - b. Category Blue employees – those employees whom the Hospital has determined may be absent for a limited period of time without impacting critical services to patients and the community.
3. The determination as to which Category employees are assigned shall be made by the applicable department, in the sole discretion of the department. Employees shall be advised of their assigned Category in writing, and will sign an acknowledgment of receipt of the assignment information. This acknowledgment will be forwarded to Human Resources by the department for inclusion in the employee's personnel file. If an employee is not so advised in writing, the employee shall default to Category Red. When the department deems it necessary to change the designation, it must advise the employee of the change and obtain a revised signed acknowledgment form from the employee, which shall be promptly forwarded to Human Resources.
4. If the Hospital declares an Inclement Weather Emergency, non-exempt Category Red employees will be paid as follows:
  - a. Employees who arrive for their assigned shifts on time will be paid a differential of twenty (20%) percent of their regular rate of pay for all hours worked.
  - b. Employees that are already working at the time that the Inclement Weather Emergency begins shall be paid a differential of twenty (20%) percent of their regular rate for all hours continuously worked following the time that the Hospital established as the start time for the Inclement Weather Emergency.
  - c. Employees that were not scheduled to work during an Inclement Weather Emergency, but who nevertheless come to work voluntarily at the request of management, shall be paid a differential of twenty (20%) percent of their regular rate for all hours continuously worked following the time that the Hospital established as the start time for the Inclement Weather Emergency.
  - d. Employees who report up to two (2) hours late for their assigned shift shall be paid their regular rate of pay for all hours worked and will be paid for the time, up to two hours, they

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

- e. Employees who report for their assigned shift more than two hours late will be paid their regular rate of pay for hours actually worked only. Employees must adhere to the department's call in procedure regarding lateness.
5. If the Hospital declares an Inclement Weather Emergency, exempt Category Red employees will not be paid additional compensation for working during the Inclement Weather Emergency, but may, at the discretion of management, be provided compensatory time. If a Category Red exempt employee does not come to work at all on a declared Inclement Weather Emergency, he/she will be salary deleted for the assigned shift missed and the absence may also be counted in accordance with the Attendance Control Policy at the discretion of management. However, the Department Head may advise a Category Red employee in writing (which includes an e-mail) that the employee does not need to come to work that day, in which case, the employee may utilize Float Holiday time or accrued vacation time in order to be paid for the shift not worked during the Inclement Weather Emergency.
6. Except as provided in Paragraph 5 above, Category Red non-exempt and exempt employees may not use Float Holiday time, Compensatory time, or Vacation time on any day that is declared an Inclement Weather Emergency, unless the time off was approved prior to the declaration.
7. Category Blue exempt and non-exempt employees will not report to work on a declared Inclement Weather Emergency. Category Blue exempt and non-exempt employees will utilize Float Holiday time or accrued vacation time in order to be paid for the shift not worked during an Inclement Weather Emergency, or they will be salary deleted if there is no such time available to them. To the extent that a Category Blue employee is already working at the time that an Inclement Weather Emergency is declared and is directed to go home by management before the completion of their shift, the Category Blue employee shall suffer no loss of pay as a result of management's determination to send them home.
8. All Category Red staff that is on duty at the time when an Inclement Weather Emergency is declared must remain on duty until management authorizes the employee to leave. In no case, however, will management mandate an employee to work more than sixteen (16) consecutive hours without a significant rest break [four (4) hours minimum]. The rest break will be unpaid and not count as time worked.
9. The Hospital maintains the right to require a Category Blue employee to report to work if management determines they are needed in order to provide safe and effective patient care. In those cases, they will be treated as a Category Red employee for that instance.
10. To the extent operationally feasible, the Hospital shall provide reasonable and safe accommodations for employees to sleep over at the Hospital before an anticipated Inclement Weather Emergency or following their shift that occurred during a declared Inclement Weather Emergency.
11. The Hospital shall provide either a meal or a voucher for a meal to any employee working or resting at the Hospital for all meals that occur during the Inclement Weather Emergency.

**12. EMPLOYEE FACILITIES:**

**12.01 Nurses' Lounge:**

The Hospital, to the extent resources permit, will provide nurses' lounges. Such areas as are provided should be well lit and ventilated and contain furniture that is clean and in good repair. The parties will cooperate to keep these areas clean.

**12.02 Parking:**

Subject to the parking fee agreement with Rutgers University, the parking fee for all negotiations unit members will be equal to one-half of one (.5%) percent of the annual salary based on the regular rate of pay as of the last pay period of the previous fiscal year. All employees hired during any fiscal year shall pay a prorated fee for the remainder of the fiscal year based on their salary at time of hire.

The parking fee shall be paid in pre-tax dollars.

**13. NO STRIKE/NO LOCKOUT:**

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

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

**14. DISCIPLINE:**

**14.01 Definition:**

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

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

- a. Dismissal or demotion due to layoff or operational changes made by the Hospital;
- b. Written or verbal counseling. A Counseling Notice is part of the performance improvement process and is an opportunity for management to constructively discuss with an employee the Employer's observations about the employee's performance or behavior. Oral counseling, although in writing, is not to be considered discipline and shall not be placed in the employee's Human Resources file.



3. The Hospital reserves the right to substitute a written warning in lieu of suspension without pay and such substituted written warning shall substitute for suspension in the Hospital's scheme of progressive discipline.

4. The Hospital may also, in lieu of suspension and upon mutual consent of the Union and employee, deduct up to five (5) days from the employee's vacation balances. In such circumstance, the disciplinary penalty will be equivalent to the same number of days of suspension and treated for all purposes as equivalent to a suspension without prejudice to the Employer, the Union or the employee.

5. When discipline is imposed pursuant to this Article, the Employer shall provide written notice of the discipline to the employee on a form expressly provided for that purpose by the Human Resources Department. The written notice shall include a reasonable explanation of the reasons for the discipline and the penalty being imposed. A copy of the written notice of discipline shall be provided to the Union as soon as feasible but no later than seventy-two (72) hours, excluding weekends and observed holidays, after being submitted to the employee.

6. Unless otherwise stated in the written notice of discipline, any suspension without pay of two (2) shifts or more, demotion, or discharge shall be effective immediately, subject to reversal only pursuant to the grievance procedure.

7. If during the course of an investigation, the Hospital determines that an employee needs to be placed on an administrative leave without pay, after three (3) weeks such leave must be with pay.

8. The Union has the right to challenge the discipline by timely filing a grievance at Step 1 in accordance with the Grievance Procedure in Section 14.02.

9. All discipline not covered by Paragraph 6 shall be stayed until resolved through Step 2 of the Grievance Procedure. During the time that such discipline is stayed, it may not be referred to in any evaluation, promotional decision, or subsequent disciplinary charge other than termination, until the grieved discipline has been resolved through Step 2 of the Grievance Procedure. In the event that any portion of the suspension without pay is served before a grievance has been filed, only the balance of the suspension without pay shall be stayed and there shall be no entitlement to automatic reimbursement or reinstatement for the portion of the suspension without pay served prior to the filing of the grievance.

10. The Union has the right to challenge disciplinary suspensions without pay for two (2) shifts or less through Step 2 of the grievance procedure. Since such suspensions without pay are not subject to arbitration, the Hospital agrees to comply with the following timeframes as they relate to Step 2 hearings on disciplinary suspensions without pay of two (2) shifts or less:

- a. The Step 2 hearing will be held as soon as practicable, but no later than four (4) months from the date the Union makes a written request for a Step 2 hearing; and
- b. The Step 2 decision shall be issued no later than forty-five (45) days following the completion of the Step 2 hearing.

If the Hospital fails to meet either of the time limits set forth above, the discipline shall be deemed to have been abandoned by the Hospital and the employee shall be reimbursed the

full amount of lost wages during the term of his/her suspension without pay and all references to the discipline shall be removed from his or her personnel file.

11. Prior to suspension without pay or termination of an employee, the Hospital shall provide the employee with a pre-suspension/pre-termination opportunity to be heard. The employee will be afforded a meeting with the Hospital to discuss the allegations against the employee that could potentially result in a suspension without pay or termination and the employee will be given an opportunity to present his/her version of the facts. The Hospital shall consider the employee's position prior to rendering a decision of whether to impose discipline pursuant to this Article. The employee shall have the right to Union representation at this meeting.

#### **14.02 Grievance Procedure:**

##### **(A) Definition**

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

##### **(B) Formal Steps**

All grievances shall be processed in the following manner:

**Step 1:** Any non-disciplinary grievance shall be submitted in writing, to the applicable Department Head within ten (10) calendar days of its occurrence or of the date when the employee or the Union first became aware of the circumstances giving rise to the alleged grievance.

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

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

**Step 2:** If the Union is not satisfied with the Step 1 Decision, it may submit the grievance to Step 2, in writing with supporting documentation, to the Director of Labor Relations, within ten (10) calendar days, excluding holidays, after receipt of the Step 1 Decision. Either the Director of Labor Relations or designee, or the Union, may request a Step 2 hearing, which may be conducted by telephone if mutually agreed, for the purpose of resolving the grievance prior to issuance of the Step 2 Decision. If requested, the meeting shall be scheduled within twenty (20) calendar days of being requested and will never exceed release of more than two (2) employees on behalf of the Union.

The Hospital will make best efforts to have someone other than the Human Resources representative who attended the Loudermill meeting as the hearing officer.

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

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

If a Step 2 hearing cannot be scheduled within twenty (20) days, the parties may, by mutual written agreement agree to a later date. If a hearing cannot be held within thirty (30) days, the Director of Labor Relations shall make his decision based on any document provided. With respect to any disciplinary grievance involving a written warning or suspension without pay of two (2) shifts or less, the Step 2 Decision shall be final and binding upon the parties and not subject to challenge or appeal in any forum.

A grievance that affects a substantial number of employees may initially be presented at Step 2 of the Grievance Procedure.

**Step 3. Arbitration:**

Written warnings and suspension of two (2) days or less shall not be subject to arbitration. Discipline imposed for time and attendance violations shall not be arbitrable.

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

The Arbitrator selection process and the conduct of the arbitration hearing shall be governed by the rules, regulations and procedures of the New Jersey Public Employment Relations Commission ("PERC").

Each party to this Agreement shall bear the expenses of preparing and presenting its own case. The fees and the expenses of the Arbitrator, together with any incidental expenses mutually agreed upon in advance, shall be borne equally by the parties. A transcript of all arbitration hearings may be taken. The Arbitrator shall have the right to subpoena relevant documents and witnesses if requested by either party.

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

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

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

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

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

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

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

## 15. NON-DISCRIMINATION

Neither the Hospital nor the Union will discriminate against any employee or applicant for employment, in any matter relating to employment because of race, religion, creed, color, national origin, ancestry, age, marital status, civil union status, domestic partnership status, affectional or sexual orientation, genetic information, pregnancy, sex, gender identity or expression, disability or atypical hereditary cellular or blood trait of any individual, or because of the liability for service in the Armed Forces of the United States of America or the nationality of any individual, or because of the refusal to submit to a genetic test or make available the results

of a genetic test to an employer or for any other reason prohibited by applicable State and/or Federal law.

Neither the Hospital nor the Union will discriminate against any staff member because the staff member is or is not a member of the Union, or because the staff member has filed any complaints or grievances with the Hospital or the Union.

## **16. MANAGEMENT RIGHTS PROVISION**

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

- a. To determine, make and enforce all reasonable rules, procedures and policies relating to the work, safety, the delivery of exceptional medical services, and the operations of the Hospital. This shall include the right to change or abolish such rules, procedures or policies;
- b. To continue, alter, make and enforce reasonable rules and procedures pertaining to employee conduct and standards of performance;
- c. To assign such work to employees in accordance with the requirements of exceptional medical care and the continuity of the Hospital's operations;
- d. To determine the management of each department in the Hospital by the efficient selection, utilization, deployment and disposition of equipment which necessarily includes determining the quantity, type and brand of equipment and other products to be utilized;
- e. To determine the number of hours per day and/or per week that operations in each department of the Hospital shall be carried on and/or to discontinue or relocate any portion or all of the operations;
- f. To take whatever means necessary to carry out the mission of University Hospital in emergency situations.
- g. HPAE does not waive its rights to meet with and bargain over the terms and conditions of employment as determined by this contract, as well as those not specifically set forth in this agreement.

## 17. STAFF NURSES WAGES

It is agreed that during the term of this Agreement for the period beginning on the effective date of this Agreement by the parties until the termination of this Agreement, the salary and fringe benefit improvements set forth herein shall be provided to eligible employees in the unit within the applicable policies and practices of the Hospital and in keeping with the conditions set forth herein and subject to the State Legislature enacting appropriations for these specific purposes.

### A. Guidelines – Scale B Placement:

Guidelines for the placement of new hires on Scale B will be as follows:

- \*Only documented experience may be credited.
- \*Full time experience within the United States shall be credited on a year for year basis with no cap.
- Part time experience shall be credited on a two-for-one (2 for 1) basis [i.e. two (2) years' part time experience equals one (1) year of credit].
- \*Per Diem and Agency work experience will not be credited except that at the sole discretion of the Hospital a review of such experience may be conducted and credit assigned after consideration of the amount and type of experience involved.
- \*Foreign nursing experience will be credited on a one-for-one (1 for 1) basis. There shall be a cap of 13 years credit for foreign experience.
- \*Full time experience as an LPN shall be credited on a two-for-one (2 for 1) basis [i.e. two (2) years' full time experience equals one (1) year of credit].
- Part time experience as an LPN shall be credited on a four-for-one (4 for 1) basis [i.e. four (4) years' part-time LPN experience equals one (1) year of credit]. There shall be a cap of 5 years on credit which may be attributed to LPN experience.
- \*An applicant to Scale B will be credited for any years of experience accrued prior to a three (3) year break in nursing practice provided that the applicant has a minimum of eighteen (18) months of nursing practice after the cessation of the three (3) year break.

### B. \*Experience Definition:

Such experience shall include all Hospital and UMDNJ experience as well as all experience, except as limited above, in the following:

- a) Acute Care Hospitals
- b) Long Term Care Facilities
- c) Public Health
- d) Home Health
- e) Mental Health Facilities
- f) Doctor's offices if such experience is directly related. The determination if such other experience is related will be made by the Hospital.
- g) Such other experience as the Chief Nursing Officer or his/her organizational counterpart may deem appropriate in his/her sole discretion.

Step wage increases shall be based upon attainment of the appropriate number of years of experience.

C. **Effective the pay period closest to 10/1/18:** Staff Nurses on the UB salary scale, employed as of the date of ratification of this Agreement, shall move a step in accordance with the

Guidelines for Scale B Placement and the Experience Definition, and based on the experience attained as of 9/30/18. Staff Nurses still employed at UH as of the date of ratification of this agreement will receive appropriate retroactive pay, based on the Guidelines, back to the pay period closest to 10/1/18.

There will be no increase to the value of each step.

Staff Nurses (Regular Full Time and .9 FTE) who are at step 26 as of September 30, 2018 will receive a lump sum payment of \$750 in lieu of a step move, if they are still employed at UH as of the date of ratification of this agreement.

Staff Nurses (Regular Part Time and less than .9 FTE) who are at Step 26 as of 9/30/18 will receive a lump sum of \$375 in lieu of a step move if they are still employed at UH as of the date of ratification of this agreement.

**D. Effective the pay period closest to 10/1/19:** Staff Nurses on the UB salary scale, employed as of the date of ratification of this Agreement, shall move a step in accordance with the Guidelines for Scale B Placement and the Experience Definition, and based on the experience attained as of 9/30/19. Staff Nurses still employed at UH as of the date of ratification of this agreement will receive appropriate retroactive pay, based on the Guidelines, back to the pay period closest to 10/1/19.

Staff Nurses (Regular Full Time and .9 FTE) who are at step 26 as of 9/30/19 will receive a lump sum payment of \$750 in lieu of a step move, if they are still employed at UH as of the date of ratification of this agreement.

Staff Nurses (Regular Part Time and less than .9 FTE) who are at Step 26 as of 9/30/19 will receive a lump sum of \$375 in lieu of a step move if they are still employed at UH as of the date of ratification of this agreement.

**E. Effective the pay period closest to 1/1/20:** There will be a 6.5% increase to the value of each step of the UB scale.

**F. Effective the pay period closest to 10/1/20:** Staff Nurses on the UB salary scale, shall move a step in accordance with the Guidelines for Scale B Placement and the Experience Definition, and based on the experience attained as of 9/30/20.

**Effective the pay period closest to 10/1/20:** There will be a 2% increase to the value of each step of the UB scale.

Staff Nurses (Regular Full Time and .9 FTE) who are at step 26 as of 9/30/20 will receive a lump sum payment of \$750 in lieu of a step move, if they are on the UH Payroll as of 10/1/20.

Staff Nurses (Regular Part Time and less than .9 FTE) who are at Step 26 as of 9/30/20 will receive a lump sum of \$375 in lieu of a step move if they are on the UH Payroll as of 10/1/20.

**G.**

**UB SALARY TABLE  
HEALTH PROFESSIONALS & ALLIED EMPLOYEES  
LOCAL 5089  
Effective 1/5/2020**

Table	Step	01D	01E	01F	01G	01H	01I
		RN	RN+BSN	RN+Certificate	RN + BSN+Certificate	RN+MSN	RN + MSN+CERT
UB	1	\$36.26	\$37.06	\$38.01	\$38.81	\$37.26	\$39.01

UB	2	\$37.32	\$38.12	\$39.07	\$39.87	\$38.32	\$40.07
UB	3	\$37.87	\$38.67	\$39.62	\$40.42	\$38.87	\$40.62
UB	4	\$38.53	\$39.33	\$40.28	\$41.08	\$39.53	\$41.28
UB	5	\$39.29	\$40.09	\$41.04	\$41.84	\$40.29	\$42.04
UB	6	\$40.07	\$40.87	\$41.82	\$42.62	\$41.07	\$42.82
UB	7	\$40.99	\$41.79	\$42.74	\$43.54	\$41.99	\$43.74
UB	8	\$41.60	\$42.40	\$43.35	\$44.15	\$42.60	\$44.35
UB	9	\$42.49	\$43.29	\$44.24	\$45.04	\$43.49	\$45.24
UB	10	\$43.26	\$44.06	\$45.01	\$45.81	\$44.26	\$46.01
UB	11	\$44.11	\$44.91	\$45.86	\$46.66	\$45.11	\$46.86
UB	12	\$44.50	\$45.30	\$46.25	\$47.05	\$45.50	\$47.25
UB	13	\$45.34	\$46.14	\$47.09	\$47.89	\$46.34	\$48.09
UB	14	\$45.98	\$46.78	\$47.73	\$48.53	\$46.98	\$48.73
UB	15	\$46.47	\$47.27	\$48.22	\$49.02	\$47.47	\$49.22
UB	16	\$46.96	\$47.76	\$48.71	\$49.51	\$47.96	\$49.71
UB	17	\$47.44	\$48.24	\$49.19	\$49.99	\$48.44	\$50.19
UB	18	\$47.94	\$48.74	\$49.69	\$50.49	\$48.94	\$50.69
UB	19	\$48.41	\$49.21	\$50.16	\$50.96	\$49.41	\$51.16
UB	20	\$48.90	\$49.70	\$50.65	\$51.45	\$49.90	\$51.65
UB	21	\$49.36	\$50.16	\$51.11	\$51.91	\$50.36	\$52.11
UB	22	\$49.98	\$50.78	\$51.73	\$52.53	\$50.98	\$52.73
UB	23	\$50.60	\$51.40	\$52.35	\$53.15	\$51.60	\$53.35
UB	24	\$51.22	\$52.02	\$52.97	\$53.77	\$52.22	\$53.97
UB	25	\$51.81	\$52.61	\$53.56	\$54.36	\$52.81	\$54.56
UB	26	\$52.67	\$53.47	\$54.42	\$55.22	\$53.67	\$55.42

**UB SALARY TABLE  
HEALTH PROFESSIONALS & ALLIED EMPLOYEES  
LOCAL 5089  
Effective 10/1/2020**

Table	Step	01D	01E	01F	01G	01H	01I
		RN	RN+BSN	RN+Cert	RN + BSN+Cert	RN+MSN	RN + MSN+CERT
UB	1	\$36.99	\$37.79	\$38.74	\$39.54	\$37.99	\$39.74
UB	2	\$38.07	\$38.87	\$39.82	\$40.62	\$39.07	\$40.82
UB	3	\$38.63	\$39.43	\$40.38	\$41.18	\$39.63	\$41.38
UB	4	\$39.30	\$40.10	\$41.05	\$41.85	\$40.30	\$42.05
UB	5	\$40.08	\$40.88	\$41.83	\$42.63	\$41.08	\$42.83
UB	6	\$40.87	\$41.67	\$42.62	\$43.42	\$41.87	\$43.62
UB	7	\$41.81	\$42.61	\$43.56	\$44.36	\$42.81	\$44.56
UB	8	\$42.43	\$43.23	\$44.18	\$44.98	\$43.43	\$45.18
UB	9	\$43.34	\$44.14	\$45.09	\$45.89	\$44.34	\$46.09
UB	10	\$44.13	\$44.93	\$45.88	\$46.68	\$45.13	\$46.88
UB	11	\$44.99	\$45.79	\$46.74	\$47.54	\$45.99	\$47.74



UB	12	\$45.39	\$46.19	\$47.14	\$47.94	\$46.39	\$48.14
UB	13	\$46.25	\$47.05	\$48.00	\$48.80	\$47.25	\$49.00
UB	14	\$46.90	\$47.70	\$48.65	\$49.45	\$47.90	\$49.65
UB	15	\$47.40	\$48.20	\$49.15	\$49.95	\$48.40	\$50.15
UB	16	\$47.90	\$48.70	\$49.65	\$50.45	\$48.90	\$50.65
UB	17	\$48.39	\$49.19	\$50.14	\$50.94	\$49.39	\$51.14
UB	18	\$48.90	\$49.70	\$50.65	\$51.45	\$49.90	\$51.65
UB	19	\$49.38	\$50.18	\$51.13	\$51.93	\$50.38	\$52.13
UB	20	\$49.88	\$50.68	\$51.63	\$52.43	\$50.88	\$52.63
UB	21	\$50.35	\$51.15	\$52.10	\$52.90	\$51.35	\$53.10
UB	22	\$50.98	\$51.78	\$52.73	\$53.53	\$51.98	\$53.73
UB	23	\$51.61	\$52.41	\$53.36	\$54.16	\$52.61	\$54.36
UB	24	\$52.24	\$53.04	\$53.99	\$54.79	\$53.24	\$54.99
UB	25	\$52.85	\$53.65	\$54.60	\$55.40	\$53.85	\$55.60
UB	26	\$53.72	\$54.52	\$55.47	\$56.27	\$54.72	\$56.47

H. **Per Diem**

Effective the pay period closest to 1/1/20, the per diem hourly wage rate are:

Weekday	\$48.00
Weekday (Eve/Night)	\$50.50 (inclusive of shift differential)
Weekend Day/Premium Holiday	\$55.50 (inclusive of wknd differential)
Weekend (Eve/Night)/Premium Holiday	\$58.00 (inclusive of shift&wknd differential)

In addition to the above rates of pay for Per Diem Staff Nurses, said Per Diem Staff Nurses shall, on a quarterly basis, receive a bonus payment upon an assessment of their pattern of work. Per Diem Staff Nurses who work in excess of seventy-two (72) weekend or premium holiday (as defined by this Agreement) hours for the quarter, shall receive payment equal to the difference between pay received based on the hourly rates set for the above and the following hour rates set forth below, for all hours worked in the quarter:

Weekday	\$51.00
Weekday (Eve/Night)	\$53.50
Weekend Day/Premium Holiday	\$58.00
Weekend (Eve/Night)/Premium Holiday	\$61.00

Per Diem Staff Nurses shall make themselves available to work a minimum of one weekend shift per month, as well as one premium Holiday from July 1 through November 30 and one Premium Holiday from December 1 through June 30.

When a Per Diem Staff Nurse reports for his/her shift, but is sent home, the Per Diem Staff Nurse will receive two (2) hours pay.

**H. Per Diem**

Effective the pay period closest to 1/1/20, the per diem hourly wage rates are:

Weekday	\$48.00
Weekday (Eve/Night)	\$50.50 (inclusive of shift differential)
Weekend Day/ Premium Holiday	\$55.50 (inclusive of weekend differential)
Weekend (Eve/Night)/Premium Holiday	\$58.00 (inclusive of shift & weekend differential)

In addition to the above rates of pay for Per Diem staff, said staff Per Diems shall, on a quarterly basis, receive a bonus payment upon an assessment of their pattern of work. Per Diem staff who work in excess of seventy-two (72) weekend or premium holiday (as defined by this Agreement) hours for the quarter, shall receive payment equal to the difference between pay received based upon the hourly rates set forth above and the following hourly rates set forth below, for all hours worked in the quarter.

Weekday	\$51.00
Weekday (Eve/Night)	\$53.50
Weekend Day/Premium Holiday	\$58.00
Weekend (Eve/Night)/ Premium Holiday	\$61.00

Per Diem Staff Nurses shall make themselves available to work a minimum of one weekend shift per month, as well as one premium holiday from July 1 through November 30 and one Premium holiday from December 1 through June 30.

When a Per Diem Staff Nurse reports for his/her shift, but is sent home, the Per Diem Staff Nurse will receive two (2) hours pay.

**I. Sign-On and Referral Bonuses**

**Sign-On and Referral Bonuses:** If University Hospital determines that implementation of Sign-On or Referral Bonuses is necessary for recruitment and/or retention of employees in specific titles or on specific units, the following schedules of payment shall be utilized:

**Sign-On Bonus** – for one to three years of specific experience, \$5,000 paid out in three increments (\$2,000 when employment begins; \$1,000 upon successful completion of probationary period; \$2,000 upon completion of one year of employment).

**Sign-On Bonus** – for three or more years of specific experience, \$10,000 paid out in three increments (\$2500 when employment begins; \$2500 upon successful completion of probationary period; \$5000 upon completion of one year of employment).

Not eligible for Sign-On Bonus if less than one year of specific experience.

**Referral Bonus** – UH Staff Nurses who refer experienced Staff Nurses for Staff Nurse positions in specified units, as determined by the Hospital, shall be eligible to receive a Referral Bonus to be paid out in two increments (\$1,000 when the applicant’s employment begins; \$1,000 upon successful completion of new hire’s probationary period). A referred Staff Nurse applicant must have a minimum of one year of work experience in the designated specialty area, as determined by HR.

If the Hospital determines that changes to these programs are needed, it will advise the Union prior to implementation. Requests by the Union to discuss such changes will not be unreasonably denied.

18. **NURSE CLINICIANS/RESEARCH NURSE CLINICIANS WAGES**

**A. Effective the pay period closest to 10/1/18:** Nurse Clinicians/Research Nurse Clinicians who were employed at UH as of 10/1/18, and who are still employed at UH as of the date of ratification of this agreement, shall receive a 1% across-the-board salary increase. Nurse Clinicians/Research Nurse Clinicians who are employed at UH as of the date of ratification of this agreement shall receive retroactive pay back to the pay period closest to 10/1/18.

**Effective the pay period closest to 10/1/18:** The UC salary scale shall be increased by 1%.

**B. Effective the pay period closest to 1/1/20:** Nurse Clinicians/Research Nurse Clinicians who are on the UH Payroll shall receive a 6.5% across-the-board increase.

**Effective the pay period closest to 1/1/20:** the UC salary scale shall be increased by 6.5%.

**C. Effective the pay period closest to 10/1/20:** Nurse Clinicians/Research Nurse Clinicians who are on the UH Payroll shall receive a 2% across-the-board salary increase.

**Effective the pay period closest to 10/1/20:** The UC salary scale shall be increased by 2%.

**D.**

**UC SALARY TABLE  
HPAE 5089 Nurse Clinicians  
Effective 10/1/18**

<b>Grade</b>	<b>Minimum</b>	<b>Midpoint</b>	<b>Maximum</b>
03C	\$39.94	\$49.93	\$59.93

**UC SALARY TABLE  
HPAE 5089 Nurse Clinicians  
Effective 1/5/20**

Grade	Minimum	Midpoint	Maximum
03C	\$42.54	\$53.18	\$63.83

**UC SALARY TABLE  
HPAE 5089 Nurse Clinicians  
Effective 10/1/20**

Grade	Minimum	Midpoint	Maximum
03C	\$43.39	\$54.24	\$65.11

**19. CASE MANAGEMENT COORDINATORS AND UTILIZATION MANAGEMENT COORDINATORS WAGES**

- A. Effective the pay period closest to 10/1/18:** There will be a 2% increase to the value of each step on the UL salary scale. Case Management Coordinators and Utilization Management Coordinators who are on the UH Payroll as of ratification of this Agreement, shall receive appropriate retroactive pay back to 10/1/18.
- B. Effective the pay period closest to 1/1/20:** The current UL step salary scale will be replaced with the following new salary range scale:
  - Minimum - \$88,335**
  - Midpoint – \$99,255**
  - Maximum - \$123,669**
- C. Effective the pay period closest to 1/1/20:** All Case Management Coordinators and Utilization Management Coordinators who are on the UH Payroll shall move to the new salary range scale and receive a 7% increase to salary or be moved to the Minimum of the new range, whichever is greater.
- D. Effective the pay period closest to 4/1/20:** One time individualized adjustments will be made to select Case Management Coordinators and Utilization Management Coordinators based on a combination of:
  - a. Case Manager or Utilization Manager experience
  - b. Specialty experience
  - c. Education and background

**E. Effective the pay period closest to 10/1/20:** Case Management Coordinators and Utilization Management Coordinators who are on the UH Payroll as of 10/1/20 shall receive a 3% across-the-board increase to salary.

**Effective the pay period closest to 10/1/20:** The salary scale for Case Management Coordinators and Utilization Management Coordinators shall be increased by 3%.

**UL SALARY TABLE  
HPAE 5089  
Case Management Coordinators &  
Utilization Management Coordinators  
Effective 10/1/18**

Grade	Step	Amount
05S	1	\$78,939
	2	\$80,770
	3	\$82,598
	4	\$84,429
	5	\$86,259
	6	\$88,087
	7	\$89,919
	8	\$91,748
	9	\$93,580
	10	\$95,411
	11	\$97,240
	12	\$99,070
	13	\$100,900
	14	\$102,730
	15	\$104,561
	16	\$106,391
	17	\$108,220
	18	\$110,061
	19	\$111,932
	20	\$113,836

**UL SALARY TABLE  
HPAE 5089  
Case Management Coordinators &  
Utilization Management Coordinators  
Effective 1/5/20**

Grade	Min	Mid	Max
05S	\$88,335	\$99,255	\$123,669

**UL SALARY TABLE  
HPAE 5089  
Case Management Coordinators &  
Utilization Management Coordinators  
Effective 10/1/20**

Grade	Min	Mid	Max
05S	\$90,985	\$102,233	\$127,379

F. No Case Management Coordinator or Utilization Management Coordinator will have their current salary reduced based on wage adjustments of this section. Any employees whose salary is higher than those set forth in the new range will be “red circled”.

**20. ADVANCED PRACTICE NURSES – WAGES AND BENEFITS**

**A. Effective the pay period closest to 10/1/18:** There will be a 1% increase to the value of each step on the US salary scale. APNs who are on the UH Payroll as of ratification of this Agreement, shall receive appropriate retroactive pay back to 10/1/18.

**B. Effective the pay period closest to 1/1/20:** The current US step salary scale will be replaced with the following new salary range scale:

- Minimum - \$117,000
- Midpoint - \$142,000
- Maximum - \$160,000

**Effective the pay period closest to 1/1/20:** Advanced Practice Nurses on Payroll at UH as of 1/1/20 shall receive a 6.5% increase to salary or be moved to the Minimum of the new range, whichever is greater.

**C. Effective the pay period closest to 4/1/20:** One time individualized adjustments will be made to APN salaries based on a combination of:

- 1) Advanced Practice Nurse experience
- 2) Specialty certification and/or Specialty experience
- 3) Education and Background

**D. Effective the pay period closest to 10/1/20:** Advanced Practice Nurses who are on the UH Payroll as of 10/1/20 shall receive a 3% across-the-board increase to salary.

**Effective the pay period closest to 10/1/20:** The salary scale for Advanced Practice Nurses shall be increased by 3%.

**US SALARY TABLE  
HPAE 5089  
Advanced Practice Nurse  
Effective 10/1/18**

Grade	Step	Amount
07S	1	\$98,486
	2	\$100,946
	3	\$103,473
	4	\$106,059
	5	\$108,709
	6	\$111,428
	7	\$114,214
	8	\$117,070
	9	\$119,994
	10	\$122,997
	11	\$126,071
	12	\$129,223
	13	\$132,455
	14	\$135,766
	15	\$139,158
	16	\$142,637
	17	\$146,204

**US SALARY TABLE  
HPAE 5089  
Advanced Practice Nurse  
Effective 1/5/20**

Grade	Min	Mid	Max
07S	\$117,000	\$142,000	\$160,000

**US SALARY TABLE  
HPAE 5089  
Advanced Practice Nurse  
Effective 10/1/20**

Grade	Min	Mid	Max
07S	\$120,510	\$146,260	\$164,800

- E. No APN will have their current salary reduced based on wage adjustments of this section. Any employees whose salary is higher than those set forth in the new range will be “red circled”.
- F. **Conference Days:** APNs are eligible for 5 conference days per year.
- G. **Compensatory Day:** An Advanced Practice Nurse (APN) who works a “full day” beyond his/her regular work week shall be granted a Comp Day for said day worked provided that the APN notifies his/her supervisor in writing of the operational necessity to work beyond his/her regular work week and receives the supervisor’s prior approval to do so. For the purpose of this provision, a “full day” shall be defined as the employee’s regular daily hours of work. Comp Days may not be earned fractionally.
- Comp days must be used prior to vacation and float holidays, and by the end of the quarter following the quarter in which they were earned.
- H. **Medical Staff Office:** Within sixty (60) days from the ratification of this Agreement, the Hospital will designate a contact person in the Medical Staff Office for APNs to serve as an information resource regarding issues such as the provision of documents pertaining to Collaborative Practice Agreements, as well as other issues relating to an APN’s practice at the Hospital.



**21. CRNAS – WAGES AND BENEFITS**

**A. Effective the pay period closest to 10/1/18:** There will be no increase to the salaries of the regular full time and part time Nurse Anesthetists and no increase to the steps of the UN salary table.

**B. Effective the pay period closest to 12/8/19:** the Nurse Anesthetist salary scale set forth in Article 21 of the collective negotiations agreement dated October 1, 2017 through September 30, 2018 for regular, full time and part time, Nurse Anesthetists shall be replaced with the following salary scale:

	<b>Experience Credit</b>	<b>Rate</b>
<b>Step 1</b>	<b>0 – 2 years</b>	<b>\$90.23</b>
<b>Step 2</b>	<b>3 - 4 years</b>	<b>\$94.44</b>
<b>Step 3</b>	<b>5 – 6 years</b>	<b>\$96.61</b>
<b>Step 4</b>	<b>7 – 8 years</b>	<b>\$99.36</b>
<b>Step 5</b>	<b>9 – 10 years</b>	<b>\$102.45</b>
<b>Step 6</b>	<b>11+ years</b>	<b>\$105.32</b>

All active Nurse Anesthetists will be placed at the appropriate step of the above new range, as of the pay period closest to 12/8/19, based on credited years of experience as of 12/8/19. One year of experience as a CRNA, whether at University Hospital or outside the Hospital, shall equal one (1) year of credit.

Placement on the new scale for incumbent CRNAs will be based on the information contained in each employee’s Human Resources file in order to determine credited years of experience. For new hires, step placement will be based on verified experience information from their job application.

No Nurse Anesthetist will have their current wage rate reduced based on wage adjustments of this section. Nurse Anesthetists whose hourly rate is higher than the rate set forth in the above scale for their years of experience will be “red circled”.

**C. Effective the pay period closest to 10/1/20:** Each regular full time and part time Nurse Anesthetist who has attained the experience requirement associated with the steps of the salary scale shall move to the next appropriate step.

**Effective the pay period closest to 10/1/20:** all steps on the Nurse Anesthetist salary scale shall be increased by 2%.

**D.**

**UN SALARY TABLE  
HPAE 5089  
Nurse Anesthetists  
Effective 12/8/19**

<b>Grade</b>	<b>Step</b>	<b>Amount</b>
07C	1	\$90.23

	2	\$94.44
	3	\$96.61
	4	\$99.36
	5	\$102.45
	6	\$105.32

Grade	Step	Amount
07D	1	\$91.98
	2	\$96.19
	3	\$98.36
	4	\$101.11
	5	\$104.20
	6	\$107.07

**UN SALARY TABLE  
HPAE 5089  
Nurse Anesthetists  
Effective 10/1/20**

Grade	Step	Amount
07C	1	\$92.03
	2	\$96.33
	3	\$98.54
	4	\$101.35
	5	\$104.50
	6	\$107.43

Grade	Step	Amount
07D	1	\$93.78
	2	\$98.08
	3	\$100.29
	4	\$103.10
	5	\$106.25
	6	\$109.18

**E. Shift Differential:** The shift differential for CRNAs shall be \$6.00 per hour.

**F. Weekend Differential:** Effective January 1, 2007 the weekend differential for CRNAs shall be \$4.00/per hour. Effective July 1, 2007 the weekend differential will be \$6.00 per hour.

F. **Continuing Education:** The Hospital agrees to reimburse each CRNA up to one thousand seven hundred dollars (\$1,700) per year for Continuing Education Units (CEUs). This reimbursement is in addition to, and separate from any monies currently allocated for tuition reimbursement or other educational reimbursements for which CRNAs are currently eligible. CRNAs may use up to forty (40) hours per year (pro-rated for part timers) at their regular rate of pay for conferences/ continuing education.

G. **Per Diem Rate – Nurse Anesthetist:**

**Effective the pay period closest to 10/1/19:**

Weekday: \$ 150 per hour

Weekend: \$ 150 per hour

## **22. CRIMINAL BACKGROUND CHECKS**

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

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

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

## **23. DRUG AND ALCOHOL TESTING**

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

The Hospital shall develop a program to educate employees on the use and abuse of alcohol and drugs.

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

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

Reasonable suspicion assessments referenced in this Section shall only be made by supervisory or managerial employees that have been trained to identify the behavior associated with impairment based on drug or alcohol use. If requested by the Union within seven (7) days of the drug or alcohol testing, the Hospital shall, within seven (7) days of receipt of such written request, provide a written explanation to the employee and Union describing the basis for the reasonable suspicion finding by management.

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

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

Section 5. All drug and alcohol testing shall be conducted only by a certified laboratory. The Hospital will request split specimen testing for all drug and alcohol tests pursuant to this Article. The laboratory's inability to perform a split specimen test based on an insufficient sample shall have no effect on the Hospital's ability to take disciplinary action. Screening shall test for presence of alcohol, amphetamines, THC, cocaine, opiates, phencyclidine, barbiturates, benzodiazepines, methaqualone, methadone, propoxyphene, hallucinogens, inhalants, anabolic steroids, hydrocodone and MDMA. No other substances will be tested for and no other tests shall be run on the employees' samples. Any actionable positive result must be reviewed and verified by an individual that has been trained to interpret and evaluate drug and alcohol test results and an individual's medical history and other relevant biomedical information.

Section 6. The Hospital shall provide an opportunity for assistance to employees having a drug/alcohol problem that the employee voluntarily discloses. Any employee that voluntarily discloses

a drug/alcohol dependency problem to the Hospital, prior to notification that a screening test is to be administered, shall be provided an unpaid leave of absence for drug/alcohol rehabilitation. The employee may use any paid leave that he or she has available. If the employee does not use paid leave, the leave of absence shall be without pay. Upon proof of successful completion of a rehabilitation program, the Hospital will reinstate the employee to an equivalent position in the same job title and at the same base pay as the position held by the employee prior to the leave of absence. Upon being reinstated, the employee shall be subject to random drug/alcohol screening for a period of two (2) years from the date of reinstatement. The decision to conduct a random drug/alcohol screening shall only be made by the Chief Human Resources Officer or designee. Should such employee subsequently test positive to a drug/alcohol screening test, the employee may be disciplined up to and including termination, at the Hospital's sole discretion. The provisions of this Section shall be subject to the following:

- a. No employee may utilize the provisions providing for the opportunity for assistance, as set forth above, more than once during their employment with the Hospital, unless required by applicable law;
- b. The fact that an employee voluntarily discloses a drug/alcohol dependency problem to the Hospital does not preclude the Hospital from disciplining the employee for events that led up to the voluntary disclosure if the employee's actions were in violation of Hospital rules, policies or procedures;
- c. Any leave pursuant to this Section shall run concurrently with FMLA Leave, if applicable;
- d. The maximum length of any leave of absence that will be provided to any employee under this Section shall be six (6) months, except where the employee is using their own accrued leave time from the outset of the leave of absence, in which case the employee will be permitted to take a paid leave of absence for a maximum length of leave time equal to the lesser of the employee's paid time accrual or twelve (12) months. No employee, however, may utilize accrued leave time to extend a leave of absence beyond six (6) months when the employee took any portion of the first six (6) months of the leave of absence as unpaid. Any employee still unable to return to work after this period of leave may be terminated by the Hospital.
- e. An employee that is on a leave of absence pursuant to this Section shall provide written documentation, which provides an update on their status of their ability to return to work, every thirty (30) days following the first day of such leave of absence. The written documentation must be from the facility where the employee is receiving treatment/counseling for his or her drug/alcohol dependency problem. An employee that fails to timely provide this documentation shall be subject to discipline up to and including termination.

## **24. EFFECTIVE DATE AND DURATION**

This Agreement, except as otherwise stated shall be effective on October 1, 2018 and shall remain in effect through September 30, 2021.

This Agreement shall remain in full force and effect from the date of execution thereof through September 30, 2021. The Agreement shall automatically be renewed from year to year thereafter, unless either party shall give to the other party written notice of its desire to terminate, modify or amend this Agreement. Such notice shall be given to the other party in writing by registered mail no later than June 1, 2021 or June of any subsequent year for which this Agreement was automatically renewed. Written notice to the Hospital shall be made by addressing the Chief Human Resources Officer. Written notice to HPAE shall be made by addressing the President of HPAE.

## **25. SAVINGS CLAUSE**

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

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

## **26 SUCCESSORSHIP**

The Hospital shall notify the union at least thirty (30) days in advance of any takeover, sale, assignment, transfer, merger, reorganization, consolidation or other change of ownership. The Hospital agrees to provide the Union with any public information sought by the Union for the purpose of adequately representing its members' interests.

**Signature Page**

**In witness thereof, University Hospital and the Health Professionals and Allied Employees, AFT, AFL-CIO, have caused this Agreement to be signed by their duly authorized representatives:**

**University Hospital**

**HPAE**

\_\_\_\_\_  
Gerard Garcia, Chief HR Officer

\_\_\_\_\_  
Deborah White, HPAE President

\_\_\_\_\_  
Eva M. Serruto, Dir. of Labor Relations

\_\_\_\_\_  
Cynthia McDougall, Local President

\_\_\_\_\_  
Shereef Elnahal, M.D.  
President and Chief Executive Officer

\_\_\_\_\_  
Wendy Bobcombe, Secretary

\_\_\_\_\_  
Cynthia Baez-Lugo

\_\_\_\_\_  
Wanda Caudle

\_\_\_\_\_  
Banita Herndon

## **APPENDIX A – Shift Changes & Schedule Changes**

1. The Hospital shall provide at least eight (8) weeks' notice to the Union and to affected employees of its intention to convert any other nursing unit to a different tour schedule. Upon request from the Union, the Hospital shall meet to discuss the impact of any such conversion on affected employees.
2. All negotiations unit employees on units affected by a conversion will submit their requests for a new tour of duty and the Nursing Department will assign such based upon Hospital seniority. All negotiations unit employees who elect not to submit bids for a new tour of duty may either resign in good standing, submit an application for assignment on a vacant position(s) for which they are qualified or apply for per diem status.
3. The Hospital agrees to give the Union and affected employees at least four (4) weeks' notice of a change in the start/finish time of a nursing unit of more than (30) minutes, or a change in scheduled days.



**APPENDIX B – Twelve Hour Shifts – Payments & Scheduling**

All Full Time non-exempt employees who are regularly scheduled to work on a twelve (12) hour per shift basis (herby defined as flexi-scheduled) will be compensated for the exact number of hours worked per pay period.

All non-exempt employees will be paid at the rate of time and one-half (1 ½) for all hours worked in excess of forty (40) hours in a work week.

All Full Time employees working on a twelve (12) hour shift shall continue to be scheduled to work thirteen (13) twelve (12) hour shifts per month as a basis for maintaining their full time status.

All Flexi-scheduled employees shall be compensated for all accrued benefit time at their regular rate of pay.

All Flexi-schedule employees will be charged twelve (12) hours for each twelve (12) hour shift which the employee is normally scheduled to work but does not work due to the employee’s use of an accrued Vacation Day, Sick Day, or Float Holiday.

Whenever an employee is absent due to illness for any scheduled work shifts during a work week in which the employee is normally scheduled to work four (4) work shifts, the employee shall be charged for the use of forty-eight (48) hours of accrued sick leave and shall have said number of hours deducted from the employee’s accrued total sick leave hours.

Annual amounts of accrued benefit time for all Full Time flexi-scheduled employees shall be as follows:

Float Holiday .....	48 hours
Sick Leave .....	96 hours
Vacation	
0-3 yrs.....	120 hours
4-18 yrs.....	160 hours
19 yrs. and up.....	200 hours

**APPENDIX C – Target Staffing Levels**

**Family Health Services**

<u>Unit</u>	<u>Nurse/Max Patient Ratio</u>	<u>Team Target Recommendation</u>
Pediatrics	1:8	1:5
Mother/Baby	1:8	1:6
FICN	1:2	1:2
FIN	1:4	1:4
Peds ICU	1:2	1:2
L&D	(5) RNs every shift	(5) RNs every shift

**Emergency Department AM shifts**

<u>Area</u>	<u>Minimum Nurses</u>	<u>Team Target Recommendation</u>
Main	6	8
Triage	1	2
Intake	1	1
Fast Track	1	3
Mid Track	2	3
Peds	2	3
Trauma	2	3
Crisis	1	1

**Emergency Department PM shift**

<u>Area</u>	<u>Minimum Nurses</u>	<u>Team Target Recommendation</u>
Main	6	8

Triage	1	1
Intake	1	1
Fast Track	1	2
Mid Track	1	1
Peds	1	2
Trauma	1	2
Crisis	1	1

**Critical Care**

<b><u>Unit</u></b>	<b><u>Nurse/Max Patient Ratio</u></b>	<b><u>Team Target Recommendation</u></b>
SICU	1:2	1:2
NICU	1:2	1:2
PACU	1:2	1:2
CTICU	1:2	1:2
I Yellow 1	1:2	1:2
I Yellow 2	1:2	1:2

**Medical-Surgical**

<b><u>Unit</u></b>	<b><u>Nurse/Max Patient Ratio</u></b>	<b><u>Team Target Recommendation</u></b>
D Green	1:8	1:6
H Green	1:8	1:6
H Yellow	1:8	1:6
H Yellow PCU	1:4	1:4
E-Blue	1:8	1:5
E-Blue PCU	1:4	1:4
G Blue	1:8	1:6

G Blue PCU	1:4	1:4
H Blue	1:8	1:6
I Blue	1:8	1:6
I Blue PCU	1:4	1:4
F Blue	1:8	1:6
F Blue PCU	1:4	1:4
F Yellow	1:8	1:5
F Yellow PCU	1:4	1:4

**Psychiatry**

<u>Unit</u>	<u>Nurse/Max Patient Ratio</u> <u>Min. Nurse/Patient Ratio</u>	<u>Team Target Recommendation</u>
G Yellow	1:11	1:6
STCF	1:3 Days/Eve 1:5 Nights	1:3 Days/Eve 1:5 Nights

Side Letter of Agreement #1

Sidletter #

2

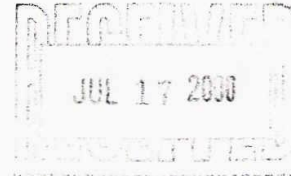


University of Medicine & Dentistry of New Jersey

Human Resources

65 Bergen Street, Room 1237  
University Heights  
Newark, NJ 07107-3001

May 17, 2000



Ann Twomey, President  
Health Professionals and Allied Employees  
110 Kinderkamack Road  
Emerson, New Jersey 07630

**RE: Scrub Outfit**

Dear Ms. Twomey:

As agreed, please be advised that the University agrees to ask the subcontractor which supplies University Hospital with scrub outfits to furnish outfits adequately protective of bargaining unit members. In addition, scrubs shall be replaced when they are damaged or soiled.

Please indicate your agreement by signature below.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Howard J. Priyas".

Howard J. Priyas, Esq.  
Director of Labor Relations

HJP/mp

c: Ronald A. Brooks

A handwritten signature in dark ink, appearing to read "Ann Twomey".

Ann Twomey, President  
Health Professionals and Allied  
Employees



The University is an affirmative action/equal opportunity employer

**Side Letter of Agreement #2**

Sideletter # 1



University of Medicine & Dentistry of New Jersey

Human Resources

May 17, 2000

65 Bergen Street, Room 1237  
University Heights  
Newark, NJ 07107-3001

Ann Twomey, President  
Health Professionals and Allied Employees  
110 Kinderkamack Road  
Emerson, New Jersey 07630

**RE: Availability of Voluntary Overtime**

Dear Ms. Twomey:

As agreed, please be advised that when voluntary overtime is available the University agrees to give preferential consideration, when practical, to regular Full-time or regular Part-time Staff Nurses to work such overtime before utilizing Agency personnel.

Please indicate your agreement by signature below.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Howard J. Pripas".

Howard J. Pripas, Esq.  
Director of Labor Relations

HJP/mp

c: Ronald A. Brooks

A handwritten signature in cursive script, appearing to read "Ann Twomey".

Ann Twomey, President  
Health Professionals and Allied  
Employees



The University is an affirmative action/equal opportunity employer

**Side Letter of Agreement # 3**

January 11, 2007

Ann Twomey, President  
Health Professionals and Allied Employees  
110 Kinderkamack Road  
Emerson, New Jersey 07630

Re: Diversity Training

Dear Ms. Twomey:

As agreed, please be advised that the University and the Union recognize the importance of diversity training throughout the University. Therefore, the parties wish to declare their intent to work with other professionals in the University to address this issue.

Please indicate your agreement by signature below.

Very truly yours,

Abdel Kanan, Esq.  
Director of Labor Relations

---

Ann Twomey, President  
Health Professionals and Allied  
Employees



**Side Letter of Agreement # 4**

January 11, 2007

Ann Twomey, President  
Health Professionals and Allied Employees  
110 Kinderkamack Road  
Emerson, New Jersey 07630

Re: Exempt Employees

Dear Ms. Twomey:

As agreed, please be advised that if the Union believes an exempt employee is regularly and routinely required to work excessive hours the Union should bring this to the attention of Labor Relations and the situation will be investigated with the Office of Compensation Services in conjunction with the appropriate senior management of the unit. A summary of the findings of the investigation and any remedial action taken will be supplied to the Union. The findings of the investigation are not subject to the grievance procedure.

Please indicate your agreement by signature below.

Very truly yours,

Abdel Kanan, Esq.  
Director of Labor Relations

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Ann Twomey, President  
Health Professionals and Allied  
Employees

**Side Letter of Agreement # 5**

January 11, 2007

Ann Twomey, President  
Health Professionals and Allied Employees  
110 Kinderkamack Road  
Emerson, New Jersey 07630

Re: Early Response Teams

Dear Ms. Twomey:

As agreed, please be advised that at University Hospital, Early Response Teams (ERT), L&D Triage Teams (L&D) and Neonatal Transport Teams (NTT) have been formed. The purpose of those teams is to provide early emergency care to patients.

Within thirty (30) days of ratification, a committee will be formed to investigate the ERT, L&D and NTT programs. The committee will consist of at least four (4) participants, two (2) representing management and two (2) bargaining unit nurses representing the ERT, L&D and/or NTT. The committee will be charged with investigating issues related to the structure of the ERT, L&D and NTT teams and the responsibilities of the nurses on those teams. Also, the committee will review issues of patient care safety and administrative support for the nurses on the teams.

Any recommendations shall be made to the Vice President of Patient Care Services/ Chief Nursing Officer and the Chief of Staff of the hospital within thirty (30) days of the committee's formation. A copy of the recommendations shall also be provided to the President & CEO of the Hospital. Within sixty (60) days thereafter, a response to the recommendations shall be provided to the committee by the Vice President of Patient Care Services/ Chief Nursing Officer and the Chief of Staff of the hospital.

Please indicate your agreement by signature below.

Very truly yours,

Abdel Kanan, Esq.  
Director of Labor Relations

---

Ann Twomey, President  
Health Professionals and Allied  
Employees

**Side Letter of Agreement # 6**

January 11, 2007

Ann Twomey, President  
Health Professionals and Allied Employees  
110 Kinderkamack Road  
Emerson, New Jersey 07630

Re: Lead Safety Wear

Dear Ms. Twomey:

As agreed, please be advised that within thirty (30) days of ratification, a task force will be established to investigate the issue at University Hospital regarding lead safety wear and will develop recommendations, as necessary.

This task force will be comprised of six (6) individuals: three (3) of whom will represent management and three (3) bargaining unit nurses as selected by the union from peri-operative services, radiology and/or cath lab.

The task force will be charged with investigating the issue and making recommendations on criteria for use, a system of allocation, maintenance and monitoring of inventory, as well as recommendations for ensuring compliance with regulatory standards. Any recommendations shall be made to the Executive Director of Peri-operative Services and the Vice President of Patient Care Services within ninety (90) days of ratification.

Please indicate your agreement by signature below.

Very truly yours,

Abdel Kanan, Esq.  
Director of Labor Relations

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Ann Twomey, President  
Health Professionals and Allied  
Employees

**Side Letter of Agreement # 7**

January 11, 2007

Ann Twomey, President  
Health Professionals and Allied Employees  
110 Kinderkamack Road  
Emerson, New Jersey 07630

Re: Employee Feedback

Dear Ms. Twomey:

As agreed, please be advised that it is the mutual goal of the University and the nursing staff to achieve and maintain excellence among staff and management. As a means to attain this goal, annually RN's at University Hospital, UBHC, UCHC, RWJ Medical School and CINJ will be given an opportunity to formally provide written, confidential feedback on issues affecting nursing, primarily management and leadership as well as patient care issues and environmental issues. The tool will also provide RN's with the opportunity for narrative feedback. The tool may differ at each facility. Within six (6) months of administering the tool, aggregate data will be shared with the nurses. Nurses will be informed of any plans developed in response to the data.

Within six (6) months of administering the tool, the labor-management committee at each facility will review the process and may make suggestions for changes thereto. In facilities which have not already administered the tool, this process will begin within six (6) months of ratification.

Please indicate your agreement by signature below.

Very truly yours,

Abdel Kanan, Esq.  
Director of Labor Relations

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Ann Twomey, President  
Health Professionals and Allied  
Employees

**Side Letter of Agreement # 8**

November 2, 2011

Ann Twomey, President  
Health Professionals and Allied Employees  
110 Kinderkamack Road  
Emerson, New Jersey 07630

Re: APNs

Dear Ms. Twomey:

As agreed, please be advised that no later than ninety (90) days from the ratification of this Agreement, the University and the Union will establish a committee to discuss issues related to Advanced Practice Nurses, including Collaborative Practice Agreements, and will develop recommendations as necessary within 180 days of ratification. The committee shall consist of 4 members from the union and 4 members from management.

Please indicate your agreement by signature below.

Very truly yours,

Abdel Kanan, Esq.  
Director of Labor Relations

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Ann Twomey, President  
Health Professionals and Allied  
Employees

**Side Letter of Agreement # 9**

November 22, 2019

Deborah White  
Health Professionals and Allied Employees  
110 Kinderkamack Road  
Emerson, New Jersey 07630

Re: Non-Hostile Work Environment

Dear Ms. White:

University Hospital and HPAE agree that the working environment shall be characterized by mutual respect for the common dignity to which all individuals are entitled. Repeated, unreasonable conduct will not be tolerated.

Any claims of a violation of this provision shall first be addressed at the request of either the hospital or the Union through a conference with Labor Relations, attended by the employee, manager or departmental representative, a representative or representatives of the union and labor relations, to discuss, and if possible resolve alleged violations. The intent of this meeting shall be to address issues before the imposition of discipline by the hospital upon an employee, or the filing of a grievance against the hospital by the union, becomes necessary. Utilization of this process shall not be mandatory for either party. A full and fair investigation into any alleged violations of this provision shall be the joint duty of the hospital and the union. Any mutual agreements reached at the meeting will be reduced to writing. University Hospital and HPAE jointly commit to support of a healthy and professional work environment and to appropriate interventions with any individual, be they management or staff, whose behavior undermines achievement of this goal.

Very truly yours,

Eva M. Serruto, Esq.  
Director of Labor Relations

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Deborah White, President  
Health Professionals and Allied  
Employees

**Side Letter of Agreement # 10**

November 22, 2019

Deborah White  
Health Professionals and Allied Employees  
110 Kinderkamack Road  
Emerson, New Jersey 07630

Re: Flight Nurse Life Insurance

Dear Ms. White:

So as not to delay the ratification of a new contract, the parties agree to continue to negotiate Flight Nurses' Life Insurance.

Very truly yours,

Eva M. Serruto, Esq.  
Director of Labor Relations

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Deborah White, President  
Health Professionals and Allied  
Employees

**Side Letter of Agreement # 11**

November 22, 2019

Deborah White  
Health Professionals and Allied Employees  
110 Kinderkamack Road  
Emerson, New Jersey 07630

Re: Revocation of Dues

Dear Ms. White:

So as not to unduly delay the settlement of this contract, through October 1, 2018 to September 30, 2021, HPAE and University Hospital agree to continue to negotiate over termination of payroll deduction for union dues when employees present revocation of dues deduction to HPAE and HPAE presents such revocation to University Hospital for processing. Until an agreement is reached, employees will follow the provisions negotiated, agreed to and incorporated into this contract for revocation of dues deduction.

Very truly yours,

Eva M. Serruto, Esq.  
Director of Labor Relations

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Deborah White, President  
Health Professionals and Allied  
Employees