

CHAPTER II

Utilization Case Management
Collective Bargaining Agreement
Between
Cooper University Hospital
And
Health Professionals & Allied
Employees Union of New Jersey
AFT/AFL-CIO

Date: June 1, 2006 to May 31, 2009

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AGREEMENT

THIS AGREEMENT made an entered into the 1st day of June 2006 by and between the Cooper Hospital University center (herein called the “Medical Center” and the Health Professionals and Allied Employees, AFT/AFL-CIO (herein called the “Union”).

The Medical Center recognizes the Union as the collective bargaining representative for the employees covered by this Agreement hereinafter provided.

It is the intent and purpose of the parties that this Agreement promote and improve the mutual interests of the patients of the Medical Center as well as its employees and to avoid interruptions and interferences with services to patients and to set forth rates of pay, hours or work and conditions of employment.

ARTICLE 1. RECOGNITION

1.1 The Medical Center thereby recognizes the Union as the exclusive collective bargaining agent pursuant to the Certification of the National Labor Relations Board, Fourth Region, dated September 23, 2004 (4-RC-20879) for a bargaining unit composed of all full-time, regular part-time and pool (per diem) Utilization Case Manager Registered Nurses employees by the Employer at its One Cooper Plaza, Camden, NJ but excluding all other employees, including all other Registered Nurses, all other licensed health care practitioners, Director of Care Management, Director of Utilization Management, Home Care Coordinators, Social Workers, Physicians, Transport Coordinators, Administrative Assistants, technical employees, skilled maintenance

employees, non-professional employees, other professional employees, business office clerical employees, managers, guards and supervisors as defined in the Act.

1.2 Whenever the term “employee” or “Utilization Case Manager Registered Nurse” is used hereinafter in this Agreement, they shall be deemed to apply only to registered nurse employees of the Medical Center who are specifically included within the appropriate bargaining unit as defined above.

1.3 The sole purpose of the above is to identify the categories of employees in the appropriate bargaining unit, and this provision shall not be construed or interpreted so as to impose obligation or confer rights upon the parties beyond that of recognition of the unit.

ARTICLE 2. UNION STATUS & CHECKOFF

2.1 Union Membership: To the extent not inconsistent with the law, employees covered by this Agreement at the time it becomes effective who are the members of the union at the time shall be required, as a condition of continued employment, to continue membership in the Union for the duration of this Agreement.

Employees covered by this Agreement who are not members of the Union at the time this Agreement becomes effective, and the employees hired, rehired, reinstated or transferred into a bargaining unit position after the effective date of this Agreement shall be required, to the extent not inconsistent with the law, to either:

- a). Become members of the Union within ninety (90) days for regular employees and one hundred twenty (120) days for Pool Nurses following the effective date of this Agreement, or

b). To choose to become “*Beck*” objectors. Employees, who choose such *Beck* objector status, shall be responsible to pay representation fees within the meaning of *CWA v. Beck*. Employees who choose this status are not considered members of the Union; thus they are not afforded the rights and privileges of Union membership, such as holding office or voting in Union officer elections, nor are they subject to the Union’s Constitution, By-Laws and Policies. An employee who chooses Union membership and who shall tender initiation fees (if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership in the Union shall be deemed to meet his condition.

Employees who choose *Beck* objector status who pay the designated fee as required by *Beck* shall be deemed to meet this condition.

2.2 Employees who are required to tender periodic dues and initiation fees (uniformly required as a condition of acquiring or retaining membership in the Union) or *Beck* representation fees pursuant to Section 2.1 above and fail to do so shall not be retained in a bargaining unit position by the Medical Center. No employees shall be terminated from a bargaining unit position, however, unless he/she has failed to tender delinquent dues and initiation fees within fifteen (15) days after written notice from the Union of such delinquency and the Medical Center is advised of such failure in a request for removal of the employee from the bargaining unit position.

2.3 Deduction of Union Dues. Upon receipt of a signed authorization form by employees required to pay dues or other fees under this Article, the Medical Center shall deduct from the pay all membership dues or representation fees uniformly required by the

Union. The amount to be deducted shall be certified by the Union and the aggregate deductions of all bargaining unit employees shall be remitted, together with an itemized statement that includes hours worked and hourly rate of pay of each employee, to the Union by the fifteenth (15) day of the succeeding month after such deduction if made. Such information shall also be made available on CD.

2.4 The Medical Center remittance will be deemed correct if the Union does not give written notice to the Medical Center within thirty (30) calendar days after receipt of the same of its good faith that the remittance is incorrect. The Union assumes full responsibility for the remittance upon receipt of same.

2.5 It is agreed that the Medical Center assumes no obligation, financial or otherwise, arising out of the provision of this Article, and the Union hereby agrees that it will indemnify and hold the Medical Center harmless from any claims for dues or fees arising from the deduction made by the Medical Center hereunder. Once funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

2.6 The Medical Center shall be relieved of making such a check off deduction upon (a) termination of employment (b) transfer out of the bargaining unit, (c) an agreed upon unpaid leave of absence, or (d) revocation of the check off authorization in applicable law. Notwithstanding the foregoing, upon the return of an employee from either a layoff or an unpaid leave of absence, the Medical Center shall immediately resume its obligation of making such deductions.

2.7 Upon receipt of a signed authorization from an employee, the Medical Center shall, pursuant to such authorization, deduct from the wages due the employee each pay

period a voluntary deduction for the COPE Fund, in the amount specified by the employee. The total amount deducted from the employees for the COPE Fund, with an itemized list of employees authorizing such deductions and the amounts thereof, shall be forwarded to the Union by the fifteenth (15th) day of the month following the deduction. Remittance to the Union of COPE Fund deductions shall be by a separate check and not combined with dues and initiation fees.

ARTICLE 3. INFORMATION

3.1 Once a month, the Medical Center shall notify the Union on a CD of any new bargaining unit employee hired by the Medical Center and shall specify the employee's name, name changes, address, address changes of record, social security number, shifts, transfers in/out of the bargaining unit, and telephone number.

3.2 Semi-annually, in February and August, the Medical Center shall provide the Union with an alphabetical listing of all bargaining unit employees, indicating unit, classification, address, phone number, and social security number. Such list shall be provided on a CD and sent to the Union Administration Office in Emerson, New Jersey. In addition, the Medical Center shall provide two (2) seniority lists, one containing names and dates of hire in descending bargaining unit seniority order, and the other by unit or departmental seniority order and provide name and/or address changes for those employees who have so notified the Medical Center.

ARTICLE 4. MANAGEMENT RIGHTS

4.1 All the rights, powers, authority, discretion and prerogatives possessed by the Medical Center prior to the execution of this Agreement, whether exercised or not, are retained by and are to remain exclusively with the Medical Center, except as may be limited by this contract and applicable laws. This Agreement embodies any and all restrictions on the Medical Center's rights whatsoever.

4.2 It is agreed by the parties that the Medical Center, subject to the terms of this contract and applicable law, shall remain vested to: direct the workforce; to promote, transfer, demote, float, train, discipline, suspend or terminate staff; use non-bargaining unit employees to perform Utilization Case Manager duties; assign, classify, supervise, lay off; determine policies, methods of operation; promulgate rules and regulations within applicable statutes; direct, designate, (re) schedule and assign duties to the work force; use standards and benchmarks; judge the qualification and performance of employees; plan, direct and control the entire operation of the Medical Center; discontinue, consolidate or reorganize any department, service or unit; transfer any or all operations to any location or discontinue the same in whole or in part; merge with any other institution; make technological modifications or improvements; install or remove equipment regardless of whether or not such action causes a reduction of any kind in the number of employees, or transfers, in the workforce; requires the (re) assignment of additional or different duties or causes the elimination of, changes in, or the addition of job titles; shifts, schedules, starting and finishing time, or the number of hours and shifts worked; the right to set appearance, grooming, hygiene and dress standards; and the right to otherwise generally manage the business.

4.3 The Medical Center retains the exclusive right to subcontract any work, service, or function whenever in the Medical Center's sole judgment, it deems it economic or efficient to do so.

ARTICLE 5. UNION PRIVILEGES & UNION BUSINESS

5.1 Grievances and other ad hoc meetings mutually agreed to, shall be scheduled at a time convenient to all parties. The Union representative(s) and the employee(s) may designate PTO (accrued and unused) for purposes of compensation relative to the performance of Union business.

The Union and employees shall perform such duties in a manner that does not disrupt or impede caseload responsibilities and will not conduct any Union meetings on the Medical Center's property.

5.2 A Union staff (HPAE) Representative will request permission to enter the premises of the Medical Center for the purpose of investigating grievances and ascertaining whether the provision(s) of this Agreement are being complied with, provided that such visit does not interrupt work or interfere with caseload responsibilities, and the HPAE Staff Representative has called the Vice President of Human Resources or designee(s), a day in advance to request entry. An intentional failure to follow the procedure could result in the HPAE Staff Representative being barred from the premises in the future.

5.3 The Medical Center shall assign to the Union a glass-enclosed bulletin board with a lock. This bulletin board is for the purpose of posting official Union notice of upcoming meetings, Union elections, Union sponsored social events and other official Union information. The Union agrees to use good taste and exhibit professionalism in

the use of the bulletin board and that no information posted shall be in any way defamatory of the Medical Center.

It is agreed that the bulletin board (four (4) feet by three (3) feet) will be decorated in the same fashion and color(s) as all other bulletin boards and is located on the exterior wall between the restrooms on the second floor cafeteria hallway in the Keleman building.

5.4 The Medical Center shall provide a locked mailbox on the second floor of the Keleman building situated across from the bulletin board.

5.5 The Union shall designate and the Medical Center shall recognize local Union officers who in conjunction with H.P.A.E. have the full authority to bind and discharge Union duties as a Collective Bargaining representative. The Medical Center shall not be required to recognize any employee as a department Union representative unless the Union has informed the Medical Center in writing of the employee's name and scope of Union responsibilities, noting the designation of the Union representative. It is understood that the Union representative shall be authorized to represent the Union regarding grievances arising from under the terms of this Agreement. It is agreed that from this bargaining unit there shall be no more than one (1) union representative and no more than one (1) alternate representative, who will only serve as a substitute when the representative is not available.

5.6 The local Union Officer may be permitted up to a total of three (3) PTO or unpaid leave days off per year at the choice of the employee for the purpose of conducting H.P.A.E. Union business (off the Medical Center property). The Medical Center shall be given at least four (4) weeks notice for the use of such days. It is understood that the

Medical Center's authorization granting such leave (whether for one day or more) are subject to staffing needs but shall not be unreasonably denied.

ARTICLE 6. EMPLOYEE STATUS

6.1 An employee shall be classified as (a) Regular Full-Time exempt salary, (b) Regular Part-Time exempt salary, or (c) Pool (Per Diem).

6.2 A regular full-time exempt salary employee is one who receives a predetermined salary amount that is not subject to a reduction/increase due to variations in the quality or quantity of the work performance. Regular full-time exempt salary employees shall be eligible for full benefits as defined in this Agreement. Employees may, as needed by the Medical Center, be approved to change employee status designation to Pool.

6.3 A regular part-time exempt employee who is employed to work fewer than forty (40) hours per week, but who works at least twenty (20) hours per week. Regular part-time employees shall be eligible for pro-rated benefits as defined in this Agreement. Employees may, as needed by the Medical Center, be approved to change employee status designation to Pool.

6.4 A Pool (Per Diem) is one who is an unscheduled per diem and who is engaged with no minimum guarantee of hours on an as needed and where needed basis by the Medical Center. Pool employees are non-benefit status employees.

6.5 Retiree Pool

Employees who are at least 60 years of age and have fifteen (15) years of service as a registered nurse will be eligible to participate in a retiree pool as a bargaining unit employee. The pool will be unit specific. There will be no weekend or holiday requirement. The hours requested will be at the discretion of the employee and may be in

increments of four (4), six (6), ten (10), or twelve (12) hours. Hours actually worked will be dependent upon patient care and unit staffing needs. There will be no floating requirement. The Level One (1) pool rate will apply.

ARTICLE 7. PROBATIONARY PERIOD

7.1 All newly hired employees shall serve a Probationary period for ninety (90) days excluding time lost for sickness and other leaves of absences. The Probationary period for newly hired Pool Utilization Case Manager Registered Nurses shall be twenty-four (24) worked shifts or one hundred twenty days (120) whichever is later. Upon notice to the Union such Probationary period shall be extended to an additional thirty (30) days. During this Probationary period employees shall be subject to demotion, discharge, suspension or other disciplinary action at the sole discretion of the Medical Center without recourse to the grievance and arbitration procedure.

ARTICLE 8. HOURS OF WORK

8.1 For the purpose of determining application of an employee's compensation and employee status, the normal workday and weekend shall be eight (8) worked hours per day and forty (40) worked hours per week.

The workweek shall begin at 12:01 am Sunday and end at 12:00 midnight on Saturday.

8.2 Case Managers shall provide weekend coverage and weekend on-call. Assignments for such coverage will be on a volunteer basis. Management will first seek volunteers from the Pool weekend staff, then volunteers from the weekday pool staff, and then volunteers from the regular staff. If, in the event, there is an insufficient number of volunteer(s), the regular staff will be required to work in reverse order of seniority. The

rate of pay for Pool employees shall be in accordance with Article 22. Full-time and part-time Case Managers who work the weekend will receive a weekend bonus in the amount of \$165.00 for the weekend. Saturday weekend hours for Pool employees will be paid at the Pool rate. Sunday on-call will be compensated according to the Hospital's On-call/Call Policy. FT/PT Case Managers working the weekend will have a day off during the week. The request for a specific day off during the week will not be unreasonably denied. The requested day off shall be by mutual agreement, however, the Hospital has the final decision. The Saturday and Sunday weekend hours will be 8:00 a.m. – 4:30 p.m.

Both parties agree there will be no unilateral decisions made regarding issues which are mandatory subject(s) to bargaining pertaining to this weekend Agreement. There will be one (1) Case Manager working per weekend.

Case Managers who are members of the Bargaining Unit prior to the ratification of the Case Management Collective Bargaining Agreement (February 8, 2005) will not work weekends. However, they may volunteer to do so.

All newly hired Case Managers will be oriented and precepted in order to perform all aspects of Case Management.

Case Managers will not do Home Care.

ARTICLE 9. WORK PREFERENCE

9.1 Preference for available Case Management bargaining unit work shall be given to Case Management bargaining unit nurses over non-bargaining unit employees.

ARTICLE 10. HOLIDAYS

10.1 The Medical Center recognizes the following holidays:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

ARTICLE 11. LEAVES OF ABSENCE

11.1 For the duration of this Agreement, bargaining unit employees shall be eligible for Leaves of Absence consistent with the Medical Center's Leave of Absence policies in effect as of the effective date of this Agreement, and applicable law, including but not limited to Family Medical Leave, Personal Leave and Military Leave.

11.2 Increases in pay will become effective upon the employee's return from leave.

11.3 Employees who fail to return to work from a leave of absence within seven (7) calendar days are subject to termination.

11.4 An employee who, while on leave (other than military) that accepts new or other employment without the consent of the employer shall be subject to termination.

11.5 Upon request, one employee who has at least one (1) year bargaining unit seniority shall be granted an unpaid leave of absence of up to three (3) months if he/she is elected to a full-time position with the Union. If the employee elects to return to work at the Medical Center, the employee's former position shall be guaranteed, if such employee returns from the leave within three (3) months.

ARTICLE 12. SICK LEAVE/CALL OUT

12.1 Sometimes it is necessary to counsel/remind employees of their attendance responsibility. Employees working less than forty (40) hours will have a prorated occurrence of absence within any floating twelve (12) month period. The Department Director is responsible for monitoring absenteeism in a timely manner. Notification by the employee to the Medical Center for a callout shall be two (2) hours prior to the start of his/her scheduled workday.

Below is the guideline of the kind of absence pattern, which will lead to management counseling. However, management should counsel when a trend is noted, regardless of the number of absences. Example: every Friday or the shift before or after a Premium Pay Day.

Percentage of time worked	Number of absences within floating 12 months period before management action	Actions
100 (40/40)	5	Counseling
.90	5	Counseling
.80	4	Counseling
.70	3	Counseling
.60	3	Counseling
.50	2	Counseling
.40	1	Counseling

All management action thereafter will follow the established progression.

12.2 Excessive call-outs shall be disciplined as follows:

- 1) Next Occurrence – Written Warning
- 2) Next Occurrence – Written Warning
- 3) Next Occurrence – Suspension one (1) day
- 4) Next Occurrence – Suspension one (1) week
- 5) Next Occurrence – Termination

12.3 An employee, past the counseling state of discipline, at the discretion of the Medical Center, will be required to provide a physician's note for all absences that may cause or require the payment of PTU.

12.4 Sick leaves or call-outs may not be used to extend or replace vacation days or holidays, or to extend weekend off.

12.5 Progressive management action can also be applied in accordance with Human Resources Policies # 6, 18, 7.1 and 7.2 for actions including:

- a) Failure to call in, regardless of the reason
- b) Absence exceeding time requested or approved
- c) Excessive amounts of lateness
- d) Evidence of patterned absences for disciplinary purposes and the threshold of discipline will be determined by the Medical Center.
- e) Progressive discipline will be applied to a pattern that includes: employees that take PTU to the maximum number of occurrences of four (4) or more times within a floating twelve (12) month period starting with the first occurrence.

ARTICLE 13. JURY DUTY

13.1 The Medical Center agrees to compensate employees required to serve as jurors (petit or grand). Employees shall be paid the difference between what the Court pays and the employee's regular base pay. Employees are required to give their Department Director advanced notice (defined at two (2) days from the date of summons or the court's registered mail, whichever is the latter) of the summons for Jury Duty and shall be

paid for actual jury service (if proper notice is given) on regularly scheduled workdays only.

ARTICLE 14. SENIORITY, LAYOFF, RECALL, AND JOB POSTING

14.1 Seniority is defined as the length of time an employee has been continuously employed in any capacity in the Medical Center. Department seniority is defined as the length of time an employee has been continuously employed in the Utilization/Case Management Department. Seniority shall accrue during all paid and unpaid leaves of absences of less than one (1) year.

14.2 Seniority shall apply in the computation and determination of eligibility for all benefits where length of service is a factor pursuant to this Agreement, layoff and recall. Department seniority shall apply to holiday scheduling and personal Paid Time Off (PTO).

14.3 In the event of a layoff or a reduction in hours, volunteers shall be sought. If there are not enough volunteers, such layoffs and reduced hours shall be implemented using the principle of reverse seniority.

14.4 An employee's seniority shall be lost when he/she:

1. Is laid off for a period of one (1) year or a period exceeding the length of the employee's continuous service, whichever is less;
2. Voluntarily ceases employment or is discharged for cause;
3. Refuses recall;
4. Fails to report to work within seven (7) calendar days of a recall;
5. Exceeds an official leave of absence by seven (7) calendar days;
6. Is absent for three (3) consecutive workdays without notifying the Medical Center.

14.5 The Medical Center shall determine when layoffs or reduced hours are required, including the number of employees that are required for layoff or reduction. Except for unforeseen emergency or disaster circumstances, the Medical Center shall notify the

Union a minimum of seven (7) calendar days in advance of a layoff or reduction. At the request of the Union, the Medical Center shall meet to discuss the layoff and/or reduction, and explore alternatives prior to implementation date.

14.6 Laid-off employees shall be placed in a recall status for up to twelve (12) months. Such employees shall have first preference for Utilization Case Manager Registered Nurse positions that become available and for which they are qualified.

Employees shall be recalled in order of seniority. If such recalled employees fail to report to work within seven (7) calendar days of recall, seniority shall be terminated and the employee shall be considered to have resigned.

14.7 The posting of vacant Utilization Case Manager positions shall be in accordance with the Medical Center's policy.

ARTICLE 15. VACATION SCHEDULING

PTO requests for less than one (1) week will not be unreasonably denied. A maximum of three (3) Case Managers will be permitted off at the same time. Requests will be granted in order of department seniority. For vacation during the period of May 1 through November 1 of each calendar year, employees shall submit requests in writing by March 15 of the same year in which such employee's vacation is to be taken. Employees will be notified, in writing, by their Director by March 29 of the approval or denial of such vacation requests.

For vacations between November 1 through May 1, employees shall submit requests in writing by September 15. Case Managers will be notified, in writing, by their Director by September 29 of the approval or denial of such vacation requests.

ARTICLE 16. TUITION REIMBURSEMENT & STAFF DEVELOPMENT

16.1 If it agreed between the parties that the current Tuition Policy shall remain in effect throughout the term of this Agreement.

16.2 Employees who have worked at least 1,000 hours (including pool employees) in the previous calendar year may use up to \$500.00 per calendar year to cover the cost of successful C.C.M. certification and/or re-certification fees, exams, continuing education conference fees relating to the enhancement of the Case Manager role or for the membership in the relevant professional association. For any required certifications offered by the Medical Center, such as CPR, employees may attend without loss of wages. All conferences and memberships must be approved in advance by the Department Director.

16.3 Preceptors are employees who oversee the orientation of newly hired or transferred staff. Preceptors will be selected utilizing the Medical Center's current selection process. They will be required to complete a formal Preceptor Training Program before being selected to precept. The preceptor is responsible for appropriate record keeping for those orientees assigned to him/her. Preceptors will receive \$50.00 bonus for each week of precepting.

ARTICLE 17. ORIENTATION

17.1 A planned orientation program, up to four (4) weeks shall be provided for all full-time and part-time employees who have previous experience. An orientation program up to eight (8) weeks shall be provided for all full-time and part-time employees who do not

have previous experience. The orientation shall consist of the following:

- a. Attendance at the new Employee Orientation;
- b. A department based orientation which will include a predetermined series of assignments with Utilization Case Manager, Registered Nurse(s);
- c. An evaluation to be completed at the conclusion of the orientation period. At this time, a determination will be made of any need to extend the orientation.

New pool employees with Case Management and Utilization Review experience will attend the new Employee Orientation and will be provided with a department based orientation for up to five (5) shifts.

**ARTICLE 18. PAID TIME OFF, PAID TIME UNSCHEDULED (PTU)
EXTENDED SICK LEAVE (ESL)**

18.1 It is agreed between the parties that Human Resource Policy # 3.2 shall continue for the duration of this Agreement except as modified below:

- The call-out policy shall be applied as modified in Article 11 of this Agreement.
- Employees may maintain 80 hours of PTO when they are otherwise required to use PTO during unpaid leaves of absence.
- PTO sell back shall be applied as modified in this Article.

Upon ratification of this Agreement, there will be a one-time addition of eight (8) hours of PTO for full time employees with ten (10) years or more of service. Part time employees with ten (10) years of service will receive four (4) hours.

18.2 Sell Back

During the month of November, employees may elect to receive payment for PTO hours earned but not used. Full-time employees may sell back up to forty (40) hours of PTO in eight (8), ten (10), or twelve (12) hour increments provided they maintain 100 hours in their bank at the time of the sell back. Part-time employees may sell back up to twenty-four (24) hours in eight (8), ten (10), or twelve (12) hour increments provided

they maintain fifty (50) hours in their bank. Payment will be made at the employees' base rate of pay. Sell back requests must be in writing and submitted in a timely fashion to the manager. Sell back is voluntary and the decision to do so is final.

18.3 Bereavement Leave

Full-time employees who have completed one year employment shall be entitled to be paid for their scheduled hours, to a maximum of sixteen (16) hours within six (6) calendar days following the death of a member of the employee's immediate family. Part-time employees who have completed one-year employment shall receive up to eight (8) hours. Immediate family is considered as: spouse, domestic partner, parent, child, brother or sister. Full-time employees may be paid up to eight (8) hours for the death of the employee's grandparent/grandchild. Part-time employees may be paid up to four (4) hours for the death of the employee's grandparent/grandchild. Bereavement pay will be charged to the employee's Extended Sick Leave (ESL) account. There will be no negative balance of ESL. It will be paid at the employee's base rate of pay. No more than twenty-four (24) hours of ESL per calendar year may be used for bereavement leave. Proof of death and evidence of relationship may be required.

The Medical Center will permit the use of three (3) additional days to extend a bereavement leave if requested by the employee. Such additional time may be unpaid or charged to PTO time if available.

ARTICLE 19. SEVERANCE

19.1 It is agreed between the parties that the current severance plan shall remain in effect through the term of this Agreement.

ARTICLE 20. RECRUITMENT REFERRAL BONUS

20.1 Employees shall receive a predetermined announced bonus for referring in-patient Staff Nurses (RN) candidates and Case Managers who become employed by the Medical Center. The employer agrees to give notice, ten (10) calendar days in advance, to the Union in the event that the Bonus amount is increased or diminished. The referring employee shall receive half of such payment after six (6) months of the referred employee's employment and the final payment at the end of one (1) year of said employee's employment.

ARTICLE 21. BENEFITS

21.1 The Medical Center agrees to make available to eligible bargaining unit employees the same Health, Prescription Drug, Dental, Vision, Life Insurance and Long Term Disability Plans, as they may be amended from time to time, which it provides to its non-bargaining unit employees, subject to the terms and conditions of those plans. The contribution levels charged to eligible bargaining unit employees for coverage under the plans will be equal to those paid by non-bargaining unit employees of the Medical Center for comparable categories of coverage (i.e., Employee Only, Family, etc.)

No dispute arising under or relating to this section shall be subject to the grievance and arbitration procedures set forth in this Agreement, except an allegation that the Medical Center has failed to pay its portion of any insurance premiums required to purchase the coverage described immediately above. All other disputes arising under or relating to this section between the Medical Center, any Plan, the Union or the

employee(s) shall be resolved in accordance with the terms and procedures specified in the applicable plan or by applicable law.

21.2 It is agreed that the Medical Center reserves the right to change the respective benefit carriers. For the duration of this Agreement, the benefits listed above made available to bargain unit employees shall remain substantially equivalent.

Employees in the bargaining unit shall contribute in parity with other non-bargaining unit employees who participate in any of the health plans. This increase for premiums will be effective January 1, 2007 for bargaining unit employees.

Notwithstanding the foregoing, for bargaining unit employees who participate in the Cooper Health Plan, the employee contributions for health insurance based on salary tier and participation level shall not increase by more than 2.5% of the total premium per calendar year or more than parity with non-union employees, whichever is lower.

21.3 Pension Plan. The Medical Center agrees to provide to eligible bargaining unit employees the same Cooper Health System, Inc. Defined Contributions Retirement Plan, which it also provides to non-bargaining unit employees, as of the effective date of this Agreement. Benefit accruals for Utilization Case Managers, RN in Cooper Health System Retirement Plan (The Defined Benefit Plan) have been frozen in accordance with ERISA standards.

No actions by the Medical Center respecting the Plan or the DB Plan nor any disputes arising under or relating to the Plan or the DB Plan shall be subject to arbitration under this Agreement. All such disputes between the Medical Center, the Plan, the DB Plan, the Union or the employees shall be resolved in accordance with the procedures specified in the applicable Plan or, if no Plan is applicable, by applicable law.

Pursuant to the Plan document, the contribution of the Medical Center's Retirement Plan is 1% of base salary. Three (3) additional contributions of 2% each will be made to the retirement accounts of vested participants. The first contribution will be made after December 31, 2006, the second after December 31, 2007 and the third after December 31, 2008.

21.4 Tax Sheltered Annuity (TSA). The Medical Center shall continue to offer employee(s) access to the employee(s) contributory Tax Sheltered Annuity Program under § IRC 403(b). It is understood that the Medical Center does not recommend, or sponsor any Tax Sheltered Annuity plan offered by any vendor and that any employee contribution or investment is made voluntarily by the employee under the concept of "caveat emptor".

21.5 Travel Mileage. Employees when required and pre-approved to use their automobile for work related travel shall be compensated at the current IRS standard rate for all such approved miles.

ARTICLE 22. WAGES

22.1 Salary. The salary range for Utilization Case managers shall be \$60,000 to \$90,000.

22.2 Base compensation increase

Year 1	5% on June 1, 2006; 1% on December 1, 2006
Year 2	5% on June 1, 2007
Year 3	5% on June 1, 2008

The effective dates of the wage scale increase shall be the first full pay period, closest to June 1, 2006, December 1, 2006, June 1, 2007 and June 1, 2008.

22.3 The Pool Nurse wage rate shall be increased in accordance with the following table:

Weekday	
1 st year	\$37
2 nd year	\$38
3 rd year	\$39

Weekend	
1 st year	\$40
2 nd year	\$41
3 rd year	\$42

22.4 Bi-weekly direct deposit of paychecks shall continue.

22.5 During this term of this Agreement, within thirty (30) days of notice, in writing from the Medical Center to the Union, the Union will meet with the Medical Center upon the latter's request for the sole purpose of discussing whether market conditions warrant increases to any of the contracted wage rates set forth above. The Medical Center shall retain discretion to implement increases which have been the subject of such discussions upon fourteen (14) calendar days notice in writing to the Union.

22.6 Professional Development Ladders

Case Managers will be eligible to participate in the Professional Development Ladder.

ARTICLE 23. LABOR/MANAGEMENT COMMITTEE

23.1 The Union and the Medical Center agree to the establishment of a Labor/Management Committee. Such committee shall consist of representatives from the Union, not to exceed three (3) and representatives from the Medical Center not to exceed three (3). The Committee shall meet no more than once per month to discuss mutual problems, staffing issues, and concerns. One (1) week prior to the scheduled meeting, the Union will submit an anticipated agenda. Committee members will be afforded time,

with no loss of pay, during their work day to attend such meetings, as approved by their manager and subject to staffing needs.

ARTICLE 24. DISCIPLINE

24.1 The Medical Center reserves the right to discipline, suspend or discharge an employee during the Probationary period without the employee' or the Union's recourse to the Grievance and/or Arbitration process

24.2 Further, the Medical Center reserves the right to discipline, suspend or discharge an employee who has completed their Probationary period but only for just cause.

24.3 In addition to notifying the affected employee, the Medical Center agrees to promptly notify the Union in writing of any suspension or discharge of any bargaining unit employee. Employees receiving either a suspension or a discharge may challenge such decision by filing a grievance immediately at the final step of the grievance procedure. The Union shall determine the validity of the grievance and may, thereafter, proceed through the grievance procedure.

ARTICLE 25. GRIEVANCE PROCEDURE

25.1 Definition of Grievance. A grievance is defined as any dispute or difference concerning the application, interpretation or a claimed violation of an express provision of the Agreement or the claimed violation of Cooper's Human Resources Policies, as amended from time to time, and that are subject to mandatory bargaining.

Grievance Procedural Steps:

Step 1

Within five (5) business days of the incident upon which the grievance is based, the employee will discuss the matter with his/her immediate supervisor in an effort to resolve the grievance. The response to the first step will be reduced to writing on the grievance

form by the supervisor. The Director of Case Management shall respond to the Case Managers. If no satisfactory settlement is reached within five business days of such discussion, the employee shall have the right to proceed to Step 2.

Step 2

If no settlement is reached following the Step 1 grievance, the grievance may be appealed in writing to the Senior Vice President for Clinical Operations within five (5) business days after the Step 1 decision was rendered. The grievance will be presented in writing on an HPAE Local 5118 grievance form. The Medical Center will respond to such written notice within five (5) business days by scheduling a meeting to discuss the grievance. Such meeting will take place at the convenience of all parties involved, but no later than twenty (20) business days from the date of the Medical Center's receipt of the Step 2 grievance. A decision will be rendered within five (5) business days from the date of the conclusion of the meeting.

Step 3

If no settlement is reached following the Step 2 grievance meeting, the grievance may be appealed to the Vice President of Human Resources or designee within five (5) business days after Step 2 decision was received by the Union. The Medical Center will respond to such written notice within five (5) business days by scheduling a meeting to discuss the grievance. Such meeting will take place at the convenience of all parties involved, but not later than twenty (20) business days from the date of the Medical Center's receipt of the Step 3 grievance. A decision will be rendered within five (5) business days from the date of the conclusion of the meeting. Such answer shall be final and binding on the

parties unless the grievance is appealed to arbitration by the Union in accordance with the Procedures set forth in Article 26, Arbitration Procedure.

25.2 Since the time limitations set forth in this Article are of the essence to this Agreement, grievances must be submitted, responded to, and appealed timely as noted above. No grievance shall be accepted by the Medical Center unless it is submitted within the time limit set forth above. It is understood that such time limitations may be extended only with the mutual consent of the parties. If a grievance is not appealed in a timely manner, it shall be deemed to have been settled in accordance with the last Step decision rendered. If the Medical Center fails to answer within the time limits herein noted, the grievance may automatically proceed to the next step of the grievance or arbitration procedure. For the purpose of this Article, the computation of business days shall not include Saturday, Sunday, or officially recognized holidays.

25.3 All grievances presented at Step 2 of this procedure shall set forth the essential facts giving rise to the grievance, the provision(s) of the Agreement if any alleged to have been violated, the names of the known aggrieved employees and the remedy sought. All grievances filed at Step 2 and appeals at Step 3 shall be signed and dated by the aggrieved employee and/or his/her Union representative.

25.4 If disciplinary action against an employee results from conduct relating to the patient or visitor, and the patient or visitor does not appear at the grievance or arbitration, the Arbitrator shall not interpret or consider the failed appearance as prejudicial. Nor shall the Arbitrator grant more weight to “out of hearing statements”, than would otherwise be granted to any other hearsay testimony or documents.

ARTICLE 26. ARBITRATION PROCEDURE

26.1 Should the Union be dissatisfied with the decision/response to the grievance at the final step, the Union may submit the grievance to arbitration within thirty (30) business days of the receipt of the written response to the final step meeting. The failure to appeal a grievance to arbitration in accordance with the provisions of this Section shall constitute a waiver of the Union's right to appeal this grievance to arbitration. In such case, the written answer of the Medical Center at the final step of the grievance procedure shall be final and binding on the aggrieved employee(s), and the Union. An arbitrator shall be appointed through the American Arbitration Association under its Voluntary Labor Arbitration Rules.

26.2 The decision of the arbitrator shall be final and binding on both parties. The costs for the arbitration shall be divided equally between the Union and the Medical Center. The arbitrator shall have no power to add to, subtract from or modify the terms of this Agreement. Upon request, the Medical Center shall make every effort to reschedule any employee called as a witness in any arbitration hearing in order that said employee shall have continuity of income, provided, however, the notice of intention to call an employee as a witness shall be provided by the Union to the Employer in writing and at least fourteen (14) days prior to any hearing.

ARTICLE 27. RESIGNATION/TERMINAL PAY

27.1 Upon resignation from employment, employees shall provide four (4) actual worked weeks, not including PTO time, advance "proper notice" from date of the notification to the Department Director. The Director shall acknowledge receipt of the

resignation letter, and note date and time of receipt of the notice. This date shall be the official notice date for the calculating of the four (4) weeks notice period. Employees providing “proper notice” shall be paid for accrued and unused PTO time.

27.2 Employees not giving proper notice or who are terminated for just cause shall forfeit Terminal Pay (PTO).

ARTICLE 28. NO STRIKE OR LOCKOUT

28.1 Neither the Union, its officers, agents, representatives, members, nor any employee collectively, concerted or individually, directly or indirectly, may or shall instigate, engage in or participate, lead authorize, cause, assist, encourage, ratify or condone any strike, picket(ing), sympathy strike, sit-down strike, sit-in strike, sick-out, slow down, cessation or work stoppage or interruption of work, refusal to work overtime, refusal to cross a picket line, or prevent or attempt to prevent the access of any person to the Medical Center during the term of this Agreement.

In the event of works stoppage, activity(ies) or action(s) which is (are) prohibited by this Agreement, the Union and its officers, agents and representatives shall immediately take positive and evident steps to have those involved cease such activity. These steps shall include, but not be limited by within two (2) hours of a request by the Medical Center, publicly disavow such activities, shall publish and post notices on all Union bulletin boards, notify every known individual of its disapproval of such action, declaring the said action or activity is in violation of the contract, and issue a prompt back to full duties and work order, notwithstanding the existence of any wildcat picket line. The Union, its officers, agents and representative shall refuse to aid or assist in any such unauthorized action. The Union, its officers, agents and representatives will use

every effort to terminate such unauthorized action. The above obligations of the Union, its officers, agents and representatives are in addition to any other remedy, liability or right provided by applicable law.

Any employee engaging in any breach of contract activity described above shall be subject to discipline up to and including discharge, which is subject to expedited arbitration.

28.2 If the arbitrator finds that a violation occurred, he/she shall issue a cease and desist order directed at such violation and sustain the discipline. In the event of an alleged or asserted breach of this Article, the parties may resort to courts of competent jurisdiction or may follow the contractual grievance/arbitration procedures through expedited arbitration by immediately notifying the American Arbitration Association who shall immediately appoint an arbitrator who shall schedule a hearing within twenty-four (24) hours of the appointment to issue immediate award with an opinion to follow.

28.3 There shall be no lockouts during the term of this Agreement.

ARTICLE 29. PERSONNEL FILES

29.1 Upon reasonable notice, employees, during their non-work time, shall be granted Human Resource – witnessed access to their personnel file during normal and regular Human Resources Department hours. Employees will schedule a mutually convenient time with Human Resources in order to view their personnel file.

29.2 A prior disciplinary action, corrective measure, or counseling memorandum shall not form the basis for further disciplinary action if twelve (12) consecutive months elapse from the date of issuance of the action without additional disciplinary action.

ARTICLE 30. HEALTH & SAFETY

30.1 The Medical Center shall conform to all O.S.H.A. and other pertinent and applicable health and safety laws, thus providing a healthy and safe working environment.

ARTICLE 31. COMPLIANCE PROGRAMS

31.1 Employees, upon receipt of materials Regarding the Medical Center's compliance programs, shall execute a notice of receipt of such materials. The Medical Center may require paid attendance at in-service educational programs regarding the Compliance Program.

ARTICLE 32 STAFFING

32.1 It is understood that as the Case Management- model evolves, there will be adjustment in case load. It is the goal of the Medical Center to maintain a caseload that averages no more than twenty-five (25) cases per case manager with the model is fully implemented.

If it appears that this average cannot be met, it is agreed that the Labor Management Committee will be convened to bargain.

32.2 The parties agree to negotiate and implement the terms and conditions of the Case Manager case load(s) within sixty (60) days of the ratification of this Agreement. The employer agrees not to impose the terms and conditions if a settlement is not reached within the above stated time.

ARTICLE 33. MISCELLANEOUS

33.1 The Union shall be notified at least six (6) weeks prior to implementation of all proposed modification(s) of HR Policies references in this Agreement. Upon request from the Union, which must be made at least four (4) weeks prior to the implementation of the proposed change(s), the parties shall meet to discuss the reasons for the changes and alternatives the Union may propose shall be considered. Both the Union and the Medical Center will endeavor to meet promptly prior to the scheduled implementation.

33.2 Both parties agree there will be no individual Agreements made between the Medical Center Administration/Management and individual members of the Union.

33.3 The Medical Center agrees to maintain the following policies for bargaining unit employees on the same basis as that of the other Medical Center employees: parking, cafeteria, direct deposit, Credit Union, flexible spending accounts, and savings bonds.

33.4 For the term of this Agreement, the parties agree to the current Hospital's On-Call Policy. Case Managers when required to be on-call shall be paid \$4.00 per hour during the weekend.

33.5 Smoking is prohibited in all buildings. Smoking is permitted only in designated locations. An on campus sheltered area will be provided by Cooper at Camden.

33.6 HPAE Retiree Medical Trust

Section 1: General Contribution from Wages

Within six (6) months after ratification of the agreement by the Union, the covered members of the bargaining unit will participate in a referendum vote to participate in a mandatory employee contribution to the HPAE retiree medical trust. Based upon an affirmative result the Employer shall facilitate the payment of a monthly mandatory

employee contribution of \$.20 per hour for each employee covered by this agreement. No payroll check-off by employees will be required; instead, the employer will transfer one check for this purpose of employee contributions, representing \$.20 per hour for each employee who worked in that month. The monthly per capita amount of employee contributions shall be included in each employee's salary for purpose of calculating retirement benefits and will be withheld pursuant to applicable law.

For purposes of the preceding paragraph, employee shall mean all bargaining unit employees *full-time, limited part-time and part-time*.

Contributions to the Trust shall be due at the Trust office on the 10th of the month following the month for which the contribution is made.

Section 2: No Liability for Employer or Union

The monies contributed to the trust fund shall only be used for retiree health insurance premiums or health service expenses, and the reasonable costs of administering the Trust.

Liabilities and Debts of Trust Fund

No signatory party or Trustee, and no employer, employer association, labor organization, employee, or beneficiary shall be responsible for the liabilities or debts of the Trust Fund.”

33.7 Annual Incentive Program

The employees will participate in the annual incentive in accordance with the discretionary incentive plan rules and process at the time of distribution.

ARTICLE 34. SEPARABILITY

34.1 If any term or provision of this Agreement is, at any time during the life of this Agreement, adjudged by a court or administrative body of competent jurisdiction to be in conflict with any law, such term or provision shall become invalid and unenforceable, but such invalidity or unenforceability shall not impair or affect any other term or provision of this Agreement.

ARTICLE 35. COMPLETE AGREEMENT

35.1 This Contract contains the entire understanding, undertaking, and fully bargained for Agreement for the Medical Center and the Union, and represents matters of collective bargaining for its terms. Changes to this Agreement, whether by addition, waiver, deletion, amendment or modification, may be reduced to writing and execute by both the Union and the Medical Center.

ARTICLE 36. NON-SUPERVISORY STATUS

Employer agrees that during the term of this Agreement, it shall not assert or challenge the supervisory or non-supervisory status, as defined in section 2(11) of the National Labor Relations Act, of any bargaining unit employees. The bargaining unit employees shall not have the authority to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances or effectively recommend such actions or exercise independent judgment in any such regard unless the exercise of the foregoing is merely routine or clerical in nature.

Employer further agrees that during the term of this Agreement it will not assert or seek to challenge the supervisory or non-supervisory status, as defined under the

National Labor Relations Act, of bargaining unit employees who function in the role of Charge Nurse, whether on a temporary or permanent basis. A Charge Nurse shall not have authority to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances or effectively recommend such actions or exercise independent judgment in any such regard unless the exercise of the foregoing is merely routine or clerical in nature. Employer agrees that during the term of this Agreement the establishment of any new supervisory or managerial positions shall not result in the reduction of hours, layoff or abolishment of positions of bargaining unit employees.

37. SCOPE OF AGREEMENT

37.1 This Agreement shall become effective on June 1, 2006 and shall continue in full force and effective through May 31, 2009, unless the parties mutually agree in writing to extend, revise, or modify the contract for an additional specified term.

For: Cooper University Hospital

For: Health Professionals & Allied
Employees, AFT/AFL-CIO

Christopher T. Olivia, MD
President & CEO

Ann Twomey
HPAE President

Douglas Allen
Vice President/Human Resources

Jean Lucas, RN
Local 5118 President

Jackie Franchetti

Deb Fahy

Ruth Ann Callaghan

Karen Kimbrough

Kate Grohe

Donna Witiw

Marty Murphy

Bill Dehner

Terri Maerten

Jane Hasson

Judy Boswell

Carolyn Emory

Side Letter 1

The Medical Center will notify the Union in writing when/if the need arises for the Case Managers to perform Case Management work on holidays. Upon written notice to the Union, negotiations shall begin bargaining for the purpose of scheduling holiday work. Negotiations will be conducted by the Labor Management Committee. The employer agrees not to impose a holiday schedule.

Side Letter 2 Attendance

Full Time Case Managers who maintain perfect attendance during the time periods listed below shall be eligible to receive a \$450.00 (\$225.00 for part time employees) bonus which will be subject to all applicable taxes. Perfect attendance is defined as no Paid Time Unscheduled (PTU), no lateness, and no early departure.

January 1, 2006 – December 31, 2006

January 1, 2007 – December 31, 2007

January 1, 2008 – December 31, 2008

Side Letter 3

It is hereby agreed between The Cooper Health System (“Cooper”) and HPAE, AFT/AFL CIO, Local 5118 Unit Certification of the National Labor Relations Board, Fourth Region dated October 8, 1999 (4-RC-19703) (“Registered Nurses”) and HPAE, AFT/AFL CIO, Local 5118, Unit Certification of the National Labor Relations Board, Fourth Region dated September 23, 2004 (4-RC-20879) (“Utilization Case Manger Registered Nurses”) as follows:

1. HPAE and Cooper agree that solely for purposes of convenience of the parties and efficiency, the terms and conditions of each collective bargaining agreement may be included in a single booklet which shall be organized as Chapter 1 – Registered Nurses and Chapter 2 – Utilization Case Manger Registered Nurses.
2. HPAE agrees it will not seek to challenge the Unit Certification of 4-RC-19703 for Registered Nurses or otherwise seek to merge with the Utilization Case Manger Registered Nurses 4-RC-20879.
3. HPAE agrees it will not seek to challenge the Unit Certification of 4-RC-20879 for Utilization Case Manger Registered Nurses or otherwise seek to merge with the 4-RC-19703 Registered Nurses.
4. HPAE and Cooper agree the Registered Nurses and Utilization Case Manger Registered Nurses are separate, independent bargaining Units and collective bargaining agreements for each Unit shall be separately and independently negotiated, drafted and prepared.
5. The parties hereby agree the terms and conditions of this Tentative Agreement shall be memorialized by the execution of a Side Letter Agreement consistent with this Tentative Agreement.