

MEMORANDUM OF AGREEMENT

UNIVERSITY HOSPITAL

AND

**HEALTH PROFESSIONALS AND ALLIED EMPLOYEES, AFT, AFL-CIO
LOCAL 5089**

UNIVERSITY HOSPITAL (“Hospital” or “Employer”) and the HEALTH PROFESSIONALS AND ALLIED EMPLOYEES (“HPAE”), AFT, AFL-CIO, LOCAL 5089 (“Union”), having engaged in negotiations for an agreement to succeed the current Collective Negotiations Agreement (“Agreement”) between the Hospital and the Union that expired on September 30, 2018, hereby agree to the following amendments to the Agreement as set forth below.

This Memorandum of Agreement (“MOA”) represents a complete package and no individual element of this MOA is acceptable to the parties absent an agreement to the complete package set forth herein. Therefore, the parties hereby agree to amend the Agreement as follows:

1. Article 22, Effective Date and Duration: Revise Article to state as follows:

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 ratification through September 30, 2021. The Agreement shall be automatically 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 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.

2. Tentative Agreements: The parties have reached tentative agreement on the following subjects, which shall be deemed part of this MOA and a copy is attached hereto:
 - A. Proposal Change CBA to CNA and BU to NU
 - B. Article 2 Union Status-Section 2.01 Recognition
 - C. Article 2 Union Status-Section 2.03 Transmission of Dues
 - D. Article 2 Union Status- Section 2.04 Agency Fees Union Dues
 - E. Article 4 Employee Status- Section 4.06 Change in Status or Classification
 - F. Article 4 Employee Status- Section 4.09 Seniority
 - G. Article 10 Monetary Benefits- Section 10.05 Education Differential
 - H. UH Package
 - a. Article 10 Monetary Benefits- Section 10.07 On-Call
 - b. Article 10 Monetary Benefits- Section 10.11 Floating
 - I. Article 12 Employee Facilities- Section 12.02 Parking
 - J. Article 21 CRNAs Wages and Benefits Paragraph F
 - K. Article 23 Drug and Alcohol Paragraph D
 - L. CRNAs Wages and Benefits- Market Adjustment
 - M. Final Agreement

3. Complete Agreement: The parties recognize and agree that this MOA represents the entire understanding of the parties. Any proposal or counter-proposal that was made by the parties during negotiations, but is not contained herein, is deemed waived.

4. Ratification Process: This MOA is subject to approval by the Hospital's President and CEO and ratification by the membership of the Union. The Union and its bargaining committee agree that it will recommend ratification of this MOA to the membership. The Hospital's bargaining committee will likewise recommend approval of this MOA to the Hospital's President and

CEO. The Union shall notify the Employer in writing of the result of the ratification vote within 48 hours of the conclusion of the voting. The Hospital will likewise provide written notice to the Union of the approval of the President and CEO.

5. Authorization: The undersigned represent that they are authorized to enter into this MOA on behalf of their respective constituencies. Upon ratification of the MOA by the Union and approval by the Hospital's President and CEO, the Hospital will draft a new collective negotiations agreement and present it to the Union for review, approval and execution.

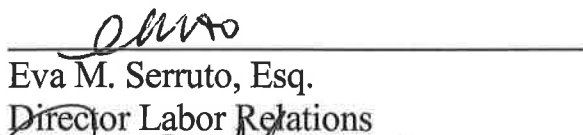
IN WITNESS WHEREOF, the parties have caused this MOA to be signed

by their duly authorized representatives on this 5th day of December, 2019.

FOR UNIVERSITY HOSPITAL:



Patricia Scully
Admin. Compensation and Labor Relations



Eva M. Serruto, Esq.
Director Labor Relations



Carl Kirton
Chief Nursing Officer

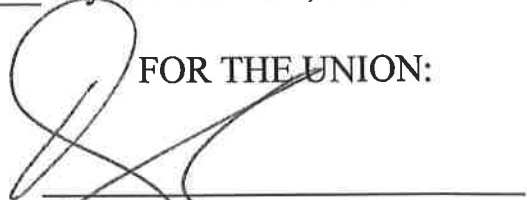


Gerard Garcia,
Chief Human Resources Officer

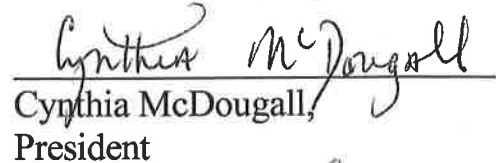


Shereef Elnahal, M.D.
President and Chief Executive Officer

FOR THE UNION:



Dawn Baker,
HPAE 5089 Staff Representative



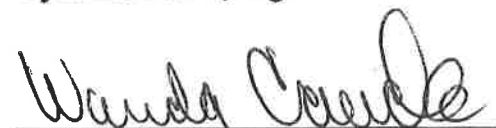
Cynthia McDougall,
President



Wendy Bobcombe
Secretary



Cynthia Baez-Lugo



Wanda Caudle



Banita Herndon



UNIVERSITY HOSPITAL
Newark, New Jersey

UH PROPOSAL FINAL AGREEMENT

~~November 22, 2019~~

December 5, 2019

University Hospital (UH) reserves the right to add, delete, change or modify any of prior or future proposals during the course of the negotiations. Any contract section (including all side letters and appendices) not referenced shall remain the same.

Between AGREEMENT

LOCAL 5089

Health Professionals and Allied Employees

AFT/AFL-CIO

and

University Hospital

Registered Nurses

October 1, 2018 ~~2017~~ through September 30, 2021 ~~2018~~



UNIVERSITY HOSPITAL
Newark, New Jersey

UH PROPOSAL FINAL AGREEMENT

November 22, 2019

University Hospital (UH) reserves the right to add, delete, change or modify any of prior or future proposals during the course of the negotiations. Any contract section (including all side letters and appendices) not referenced shall remain the same.

Between AGREEMENT

LOCAL 5089

Health Professionals and Allied Employees
AFT/AFL-CIO

and

University Hospital

Registered Nurses

October 1, 2018 ~~2017~~ through September 30, 2021 ~~2018~~

Health Professionals and Allied Employees
AFT/AFL-CIO

110 Kinderkamack Road
Emerson, New Jersey 07630

(201) 262-5005

STATE OFFICERS

~~Ann Twomey~~

~~Deborah White~~

~~Bernie Gerard, Jr.~~ Barbara Rosen

~~Barbara Rosen~~ Alexis Rean Walker

President

First Vice President

Secretary/Treasurer

TABLE OF CONTENTS

PREAMBLE.....	1
1. AGREEMENT	1
1.01 Agreement Scope	1
2. UNION STATUS.....	1
2.01 Recognition:.....	1
2.02 Union Dues:	1
2.03 Transmission of Dues:.....	2
2.04 Agency Fee:.....	2
2.05 Union Representatives, Rights and Limitations:.....	2
2.06 Union Bulletin Boards, Mail and E-Mail:.....	2
2.07 Union Business:.....	6
3. PROFESSIONAL PRACTITIONER STATUS.....	2
3.01 Non-Nursing Services:.....	2
3.02 Staff Development Programs:	2
3.03 Appointment to Position:	5
3.04 Labor-Management Committee:.....	10
3.05 Staffing:.....	5
4. EMPLOYEE STATUS	5
4.01 Classification:.....	5
4.02 Full Time Employee:.....	5
4.03 Per Diem Employee:	5
4.04 Part Time Employee:.....	12
4.05 <u>Temporary Casual</u>	
4.06 <u>Weekend Per Diem</u> :	776
4.07 <u>-6 Change in Status or Classification</u> :.....	776
4.08 <u>7 Probationary Period</u> :.....	7
4.09 <u>8 Personnel Files</u> :.....	78
4.10 <u>9 Seniority</u> :.....	78
4.11 <u>9 Transfer/Promotion/Reclassification</u>	78
4.12 <u>4 Subcontracting</u> :.....	78
5. WORK TIME.....	78
5.01 Normal Workday:.....	78
5.02 Normal Workweek:.....	8
5.03 Work Schedules:	8
5.04 Overtime Work: Compensatory Time Off.....	8
5.05 Overtime Work: Scheduling.....	898
5.06 Weekend Rotation:.....	898
5.07 Coverage for Approved Leaves of Absences or Long-term Paid Sick Leave:	898
5.08 <u>Standard Day</u>	
6. MONETARY BENEFITS: TIME WORKED	89
6.01 (A) Base Pay:	89
6.02 Premium Compensation Rate - Overtime Work:	89
6.03 Pay Period:.....	9

6.04	Salary Increase Date:	9
6.05	Changing Time:	9
6.06	Daylight Saving Time:.....	9
7.	MONETARY BENEFITS: TIME NOT WORKED.....	9
7.01	Holiday Designation:.....	9
7.02	Holiday Entitlement:.....	<u>9109</u>
7.03	Holiday Pay:	<u>9109</u>
7.04	Vacation Amount:.....	<u>9109</u>
7.05	Vacation Pay:	<u>9109</u>
7.06	Vacation Entitlement:.....	<u>910</u>
7.07	Vacation Scheduling:.....	<u>910</u>
7.08	Sick Leave: Entitlement and Amount:	<u>910</u>
7.09	Sick Leave Notice and Restrictions:	11
7.10	Leave for Death or Serious Illness in Immediate Family:	11
7.11	Jury Duty Leave Amount:.....	13
7.12	Jury Duty Leave Procedure:	13
7.13	Court Appearance:.....	13
7.14	Rest Periods:	13
7.15	Meal Period:.....	<u>131413</u>
8.	LEAVES OF ABSENCE	<u>131413</u>
8.01	Basis and Amount:	<u>131413</u>
8.02	Procedure:	<u>1314</u>
8.03	Leave of Absence, Limitations:	<u>1314</u>
9.	MONETARY BENEFITS: HEALTH BENEFITS, PRESCRIPTION DRUG PROGRAM, DENTAL CARE PROGRAM, LIFE INSURANCE AND PENSION.	<u>1314</u>
9.01	Health Benefits:	<u>1314</u>
9.02	State Health Benefits Program:	14
9.03	Dental Plan:.....	14
9.04	Life Insurance Program:.....	14
9.05	Pension:	<u>141514</u>
10.	MONETARY BENEFITS MISCELLANEOUS:.....	<u>141514</u>
10.01	Terminal Benefits:.....	<u>141514</u>
10.02	Resignation:	<u>141514</u>
10.03	Shift Differential:.....	<u>1516</u>
10.04	Charge Nurse Differential:	<u>1516</u>
10.05	Education Differential:.....	<u>1516</u>
10.07	On-Call:	<u>1516</u>
10.08	Tuition Refund:	<u>1516</u>
10.09	Clothing Allowance:	<u>1516</u>
10.10	Preceptor Pay:	<u>1516</u>
10.11	Floating:	16
10.12	Travel Reimbursement:	16
11.	HEALTH AND SAFETY:	16
11.01	Health Examination:	<u>161716</u>
11.02	Employer Obligation:	<u>161716</u>
11.03	Health Security:.....	<u>161716</u>
11.04	Extended Treatment Area:	<u>161716</u>
11.05	Incident Weather Emergencies:	<u>161716</u>

12.	EMPLOYEE FACILITIES:.....	<u>1617</u>
	12.01 Nurses' Lounge:	<u>1617</u>
	12.02 Parking:.....	<u>1617</u>
13.	NO STRIKE/NO LOCKOUT:.....	<u>1617</u>
14.	DISCIPLINE:.....	<u>1617</u>
	14.01 Definition:	<u>1617</u>
	14.02 Grievance Procedure:	<u>1819</u>
15.	NON-DISCRIMINATION	21
16.	MANAGEMENT RIGHTS PROVISION	21
17.	STAFF NURSES WAGES.....	22
18.	NURSE CLINICIANS/RESEARCH NURSE CLINICIANS WAGES . Error! Bookmark not defined.	
19.	CASE MANAGEMENT COORDINATORS AND UTILIZATION MANAGEMENT COORDINATORS WAGES	51
20.	ADVANCED PRACTICE NURSES – WAGES AND BENEFITS..... Error! Bookmark not defined.	
21.	CRNAS – WAGES AND BENEFITS..... Error! Bookmark not defined.	
22.	CRIMINAL BACKGROUND CHECKS	<u>2722</u>
23.	DRUG AND ALCOHOL TESTING	55
24.	EFFECTIVE DATE AND DURATION	<u>272322</u>
25.	SAVINGS CLAUSE	57
26.	SUCCESSORSHIP.....	<u>2723</u>
	Signature Page.....	<u>2923</u>
	APPENDIX A – Shift Changes & Schedule Changes.....	60
	APPENDIX B – Twelve Hour Shifts – Payments & Scheduling.....	<u>3125</u>
	APPENDIX C – Target Staffing Levels	<u>3226</u>
	Side Letter of Agreement # 1.....	65
	Side Letter of Agreement # 2.....	66
	Side Letter of Agreement # 3.....	<u>403433</u>
	Side Letter of Agreement # 4.....	<u>413534</u>
	Side Letter of Agreement # 5.....	<u>423635</u>
	Side Letter of Agreement # 6.....	<u>433736</u>
	Side Letter of Agreement # 7.....	<u>443837</u>
	Side Letter of Agreement #8	72
	Side Letter of Agreement #9.....	73
	<u>Side Letter of Agreement # 10.....</u>	

PREAMBLE

This Agreement is effective October 1, ~~2018~~ 2014 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 negotiation unit employees who are employed to function as registered nurses and have satisfactorily completed their initial probationary period, ~~including graduate nurses~~, 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:

See attached TA

2.02 Union Dues:

The Hospital agrees to deduct from the regular paycheck of employees included in the bargaining 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 bargaining 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 bargaining 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 (45th) day after the anniversary date of employment.

2.03 Transmission of Dues:

See attached TA

2.04 Agency Fee:

See attached TA

2.05 Union Representatives, Rights and Limitations:

No changes

2.06 Union Bulletin Boards, Mail and E-Mail:

No changes

2.07 Union Business:

No changes

3. PROFESSIONAL PRACTITIONER STATUS

3.01 Non-Nursing Services:

No changes

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 bargaining unit members, part-time bargaining unit members and per diem bargaining 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 bargaining 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 the annual employee performance evaluation will be done on a prompt and timely basis 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:

No changes

3.04 Labor-Management Committee:

No changes

3.05 Staffing:

No changes.

4. EMPLOYEE STATUS

4.01 Classification:

No changes.

4.02 Full Time Employee:

No changes.

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. ~~and may be terminated at any time. Progressive discipline and 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.~~

4.04 Part Time Employee:

No changes.

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 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 ~~and Temporary~~ nurses shall not be subject to progressive discipline and may be terminated at any time. ~~Progressive 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 5 Weekend Per Diem:

No changes other than Section number.

4.07 6 Change in Status or Classification:

See attached TA.

✓ **4.08 7 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. ~~All Per Diem employees shall serve a probationary period of one hundred and eighty (180) calendar days.~~

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, except Per Diems, 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. ~~and other accrued leave time.~~ Vacations, holidays and float holidays may be used after ninety (90) calendar days of employment from date of hire.

4.09 8 Personnel Files:

No changes other than Section number.

4.10 09 Seniority:

See attached TA.

4.11 0 Transfer/Promotion/Reclassification

No changes other than Section number.

4.12 1 Subcontracting:

No changes other than Section number.

5. WORK TIME

5.01 Normal Workday:

No changes.

5.02 Normal Workweek:

No changes.

5.03 Work Schedules:

No changes.

5.04 Overtime Work: Compensatory Time Off

No changes

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

~~An exempt employee who works a "full shift" beyond his/her regular work week shall be granted a comp time for said shift provided that the employee 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 shift" shall be defined as the employee's regular daily hours of work. Comp time shall not be earned in increments less than a full shift. Comp time must be used prior to vacation days and float days and by the end of the quarter following the quarter in which they are earned.~~

5.05 Overtime Work: Scheduling

No changes.

5.06 Weekend Rotation:

No changes.

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

No changes.

5.08 Standard Day

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

6. MONETARY BENEFITS: TIME WORKED

6.01 (A) Base Pay:

No changes.

(B) Regular Pay:

No changes.

6.02 Premium Compensation Rate - Overtime Work:

No changes.

6.03 Pay Period:

No changes.

6.04 Salary Increase Date:

No changes.

6.05 Changing Time:

No changes.

6.06 Daylight Saving Time:

No changes.

7. MONETARY BENEFITS: TIME NOT WORKED

7.01 Holiday Designation:

No changes.

7.02 Holiday Entitlement:

No changes.

7.03 Holiday Pay:

No changes.

7.04 Vacation Amount:

No changes.

7.05 Vacation Pay:

No changes.

7.06 Vacation Entitlement:

No changes.

7.07 Vacation Scheduling:

No changes.

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) weeks' worth of that time. accrued sick time must be used first and exhausted. The statutory 12-week FMLA shall run concurrent with the first 12 weeks of such leave. The total amount of time that a bargaining 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 1st to June 30th). 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 1st to June 30th) 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-leave 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:

No changes.

7.10 ~~Bereavement Leave for Death or Serious Illness in Immediate Family:~~ Leave for Death or Serious Illness in the Immediate Family

No Changes

- ~~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.~~

~~Immediate Family Member~~

- ~~At the time of death of an immediate family member, an employee will be granted bereavement leave hours equal to up to three (3) standard work days based on their position classification as defined in Article 5.08, provided paid sick leave or other paid leave is accumulated to the credit of the employee and is so charged. The employee will be salary deleted if employee has no available time to use.~~

~~Three (3) standard work days shall be equivalent to the following number of hours based on the position classification as defined in Article 5.08:~~

~~If an employee's position classification is 35 hours per week they shall receive 21 hours of bereavement leave for the death of an immediate family member.~~

~~If an employee's position classification is 37.5 hours per week they shall receive 22.5 hours of bereavement leave for the death of an immediate family member.~~

If an employee's position classification is 40 hours per week they shall receive 24 hours of bereavement leave for the death of an immediate family member.

Regular Part Time employees will receive pro-rated benefits.

Members of the immediate family are defined as spouse, domestic partner, civil union partner, parent, child, grandparent, grandchild, brother or sister, parent in law, or other relative or significant other living in the employee's household. The definition of "parent" and "child" is as defined by the Hospital's FMLA policy.

— Other Family Member

- When the death of a brother in law or sister in law, aunt or uncle, niece or nephew occurs, up to one (1) standard work day, as defined in Article 5.08, for bereavement leave will be granted to an employee, provided paid sick leave or other paid leave is accumulated to the credit of the employee, and is so charged. The employee will be salary deleted if employee has no available time to use.

C. Use Within Thirty (30) Days

Bereavement leave time must be used within thirty (30) days of informing Management of the death of the family member. If an employee requests to use bereavement leave time beyond the thirty (30) day period, such request shall not be unreasonably denied.

— Extension of Bereavement Leave

- If an employee 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 employee's accumulated vacation or float holiday time. If vacation or float holiday time is not available, employee may request unpaid leave. Documents justifying the extension of bereavement leave must be produced.

— Proof of Death

- Management retains the right to request and receive written verification of the death. (Examples may include a funeral program or obituary.)

— Eligibility

- D. The following employees are eligible to receive bereavement leave benefits: Regular Full Time employees, Regular Part Time employees employed for twenty (20) hours or more per week and Full Time Temporary Employees employed for six (6) months or more. Regular Part Time employees will receive pro-rated benefits. Casual, Per Diem, and Part Time Temporary employees are not entitled to benefits provided by this section.

7.11 Jury Duty Leave Amount:

No changes.

7.12 Jury Duty Leave Procedure:

No changes.

7.13 Court Appearance:

No changes.

7.14 Rest Periods:

~~An 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 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 not take a fifteen (15) minute rest period at the beginning or the end 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:

No changes.

8. LEAVES OF ABSENCE

8.01 Basis and Amount:

No changes.

8.02 Procedure:

No changes.

8.03 Leave of Absence, Limitations:

No changes.

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

9.01 Health Benefits:

All bargaining 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~~ bargaining 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 bargaining 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:

No changes.

9.03 Dental Plan:

No changes.

9.04 Life Insurance Program:

No changes. See Side Letter

9.05 Pension:

No changes.

10. MONETARY BENEFITS MISCELLANEOUS:

10.01 Terminal Benefits:

No changes.

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 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;~~
- ~~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 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 ~~ratification of this Agreement~~ 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:

No changes.

10.05 Education Differential:

See attached TA.

10.07 On-Call:

See attached TA

10.08 Tuition Refund:

No changes.

10.09 Clothing Allowance:

No changes.

10.10 Preceptor Pay:

No changes.

10.11 Floating:

See attached TA

10.12 Travel Reimbursement:

No changes.

11. HEALTH AND SAFETY:

11.01 Health Examination:

No changes.

11.02 Employer Obligation:

No changes.

11.03 Health Security:

No changes.

11.04 Extended Treatment Area

No changes.

11.05 INCLEMENT WEATHER EMERGENCIES

No changes.

12. EMPLOYEE FACILITIES:

12.01 Nurses' Lounge:

No changes.

12.02 Parking:

See attached TA

13. NO STRIKE/NO LOCKOUT:

No changes.

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 regular or temporary, casual or per diem probationary

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.

8.9. 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.

9 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.

~~10 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

No changes.

16. MANAGEMENT RIGHTS PROVISION

~~(A) — The Hospital retains and may exercise all rights, powers, duties, authority and responsibilities conferred upon and vested in it by the laws and constitutions of the State of New Jersey and the United States of America.~~

~~(B) — Except as specifically limited or modified by the terms of this Agreement, or by law, all the rights, powers, duties, authority, prerogatives of management, and the responsibility to promulgate and enforce reasonable rules and regulations governing the conduct and activities of employees are also retained by the Hospital, whether exercised or not, and are to remain exclusively with the Hospital.~~

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. **Article 17**

STAFF NURSE WAGES

- A. **Maintain current language.**
- B. **Maintain current language.**

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. "Insert UB scale"

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 diff)	\$58.00 (inclusive of shift&wknd
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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.

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.

~~It is solely the decision of University Hospital management whether to implement or discontinue such bonuses, with notification to the Union.~~

~~If the hospital, in its sole judgment, determines that changes to these eligibility requirements or payment levels are needed, it will advise the union prior to implementation. Requests by the Union to discuss such changes will not be unreasonably denied.~~

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.

Article 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. Insert UC salary scale

Article 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%.
- F. Insert UL salary scale**
Insert new range salary scale for Case Management Coordinators and Utilization Management Coordinators
- G. 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".**

Article 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%.

- E. Insert US salary scale
Insert new range salary scale for APNs
- F. 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”.
- G. **Conference Days – Maintain current language and re-number.**
- H. **Compensatory Day – Maintain current language and re-number.**
- I. **Medical Staff Office – Maintain current language and re-number**

Article 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:

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

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. Insert Nurse Anesthetist salary scale.

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

F. Weekend Differential: Maintain current language

G. Continuing Education: Maintain current language and re-number.

H. 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

No changes.

23. DRUG AND ALCOHOL TESTING

See attached TA

24. EFFECTIVE DATE AND DURATION

This Agreement, except as otherwise stated shall be effective on October 1, ~~2018-2017~~ and shall remain in effect through September 30, ~~2020 2018~~ 2021.

This Agreement shall remain in full force and effect from the date of execution thereof through September 30, ~~2020 2018~~ 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, ~~2020 2018~~ 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

No changes.

26. SUCCESSORSHIP

No changes.

27. PENDING GRIEVANCES WITHDRAWN

<u>Grievance Number</u>	<u>Department/Title</u>	<u>Reason for Grievance</u>	<u>Date Filed</u>
02-08-17CNK,	All titles	Compensation Inclement Weather	2/14/2017
08-10-18CNK,	ER	Department Schedules	8/28/2018
08-11-18CNK,	ER	Vacation Schedules	8/28/2018
08-12-18CNK,	ER	Monetary Loss-Certification Pay	8/28/2018

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
President

Deborah WhiteAnn Twomey, HPAE

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

Darleana Nevith

Wanda Caudle

Junas Quiba

Banita Herndon

Trudy Barthelemy

APPENDIX A – Shift Changes & Schedule Changes

No changes.

APPENDIX B – Twelve Hour Shifts – Payments & Scheduling

Effective July 10, 1993, all 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.

Employees- 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 all scheduled work shifts during a work week in which the employee is normally scheduled to work four (4) work shifts ~~due to illness~~, the employee shall be charged for the use of ~~forty-eight (48) fifty-two (52)~~ 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>
	<u>Min. Nurse/Patient Ratio</u>	
F-Blue <u>Pediatrics</u>	1: 10 <u>8</u>	1:5
F-Green <u>Mother Baby</u>	1: 10 <u>8</u>	1:6
F-Yellow	1:10	1:6 With (2) licensed personnel for a census of (5) or more. If census falls below (5) a second NA will be assigned to the unit.
FNN	1:8	1:7
<u>FICN</u>	<u>1:8</u> 2	<u>1:6</u> 2
FIN	1:4	1:4
Peds ICU	1:2	1:2
<u>Peds Step Down</u>	1:4	1:4
L&D	(5) RNs every shift	(6 <u>5</u>) RNs every shift

Emergency Department

<u>Unit</u>	<u>Minimum Nurses</u>	<u>Team Target Recommendation</u>
Trauma	1	2
Triage	1	2
Pediatrics	1	2
Psychiatric ED	1	1
Main ED (C370)	1	7
Total on duty every shift	5	14

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	78
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

<u>Unit</u>	<u>Nurse/Max Patient Ratio</u> <u>Min. Nurse/Patient Ratio</u>	<u>Team Target Recommendation</u>
SICU	1:2	1:2
NICU	1:2	1:2
PACU	1:2	1:2
G-Blue	1:10(8)	1:6
<u>CTICU</u>	<u>1:2</u>	<u>1:2</u>
G-Blue PCU	1:4	1:4 with NA assigned
G-Blue Stroke	1:4	1:4 with NA assigned
E-Blue	1:10(8)	1:6
I Yellow 1	1:2	1:2
I Yellow 2	<u>1:2</u>	<u>1:2</u>

Cardiac Services

<u>Unit</u>	<u>Min. Nurse/Patient Ratio</u>	<u>Team Target Recommendation</u>
IY2	1:2	1:2
CTICU	1:2	1:1 until stable, then 1:2

Medical-Surgical

<u>Unit</u>	<u>Nurse/Max Patient Ratio</u>	<u>Team Target Recommendation</u>
	<u>Min. Nurse/Patient Ratio</u>	
<u>D Green</u>	<u>1:8</u>	<u>1:6</u>
<u>H Blue</u>	<u>1:9</u>	<u>1:6</u>
<u>H Green</u>	<u>1:10</u> <i>1:8</i>	<u>1:6</u>
<u>H Yellow</u>	<u>1:8</u> <u>10</u>	<u>1:6</u> <u>5</u>
<u>D Green</u>	<u>1:10</u>	<u>1:6</u>
<u>H Yellow PCU</u>	<u>1:4</u>	<u>1:4</u>
<u>E- Blue</u>	<u>1:8</u>	<u>1:5</u>
<u>E- Blue PCU</u>	<u>1:4</u>	<u>1:4</u>
<u>G Blue</u>	<u>1:8</u> <u>1:10(8)</u>	<u>1:6</u> <u>1:5</u>
<u>G Blue PCU</u>	<u>1:4</u>	<u>1:4</u>
<u>H- Blue</u>	<u>1:8</u>	<u>1:6</u>
<u>I Blue</u>	<u>1:8</u> <u>10</u>	<u>1:6</u>
<u>I Blue PCU</u>	<u>1:4</u>	<u>1:4 with NA assigned</u>
<u>E Blue PCU</u>	<u>1:4</u>	<u>1:4</u>
<u>F Blue</u>	<u>1:8</u>	<u>1:6</u>
<u>F Blue PCU</u>	<u>1:4</u>	<u>1:4</u>
<u>F Yellow</u>	<u>1:8</u>	<u>1:5</u>
<u>F Yellow PCU</u>	<u>1:4</u>	<u>1:4</u>

Eng will report connections

Psychiatry

<u>Unit</u>	<u>Nurse/Max Patient Ratio</u>	<u>Team Target Recommendation</u>
	<u>Min. Nurse/Patient Ratio</u>	
<u>G Yellow</u>	<u>1:11</u>	<u>1:6</u>

Critical Care

<u>Unit</u>	<u>Nurse/Max Patient Ratio</u> <u>Min. Nurse/Patient Ratio</u>	<u>Team Target Recommendation</u>
SICU	1:2	1:2
NICU	1:2	1:2
PACU	1:2	1:2
G-Blue	1:10(8)	1:6
<u>CTICU</u>	<u>1:2</u>	<u>1:2</u>
G-Blue PCU	1:4	1:4 with NA assigned
G-Blue Stroke	1:4	1:4 with NA assigned
E-Blue	1:10(8)	1:6
I Yellow 1	1:2	1:2
<u>I Yellow 2</u>	<u>1:2</u>	<u>1:2</u>

Cardiac Services

<u>Unit</u>	<u>Min. Nurse/Patient Ratio</u>	<u>Team Target Recommendation</u>
IY2	1:2	1:2
CTICU	1:2	1:1 until stable, then 1:2

Medical-Surgical

<u>Unit</u>	<u>Nurse/Max Patient Ratio</u>	<u>Team Target Recommendation</u>
	<u>Min. Nurse/Patient Ratio</u>	
<u>D Green</u>	<u>1:8</u>	<u>1:6</u>
<u>H Blue</u>	<u>1:9</u>	<u>1:6</u>
<u>H Green</u>	<u>1:8</u> 10	<u>1:6</u>
<u>H Yellow</u>	<u>1:8</u> 10	<u>1:6</u> 5
D Green	<u>1:10</u>	<u>1:6</u>
<u>H Yellow PCU</u>	<u>1:4</u>	<u>1:4</u>
<u>E- Blue</u>	<u>1:8</u>	<u>1:5</u>
<u>E- Blue PCU</u>	<u>1:4</u>	<u>1:4</u>
<u>G Blue</u>	<u>1:8</u> <u>1:10(8)</u>	<u>1:6</u> <u>1:5</u>
<u>G Blue PCU</u>	<u>1:4</u>	<u>1:4</u>
<u>H- Blue</u>	<u>1:8</u>	<u>1:6</u>
<u>I Blue</u>	<u>1:8</u> 10	<u>1:6</u>
<u>I Blue PCU</u>	<u>1:4</u>	<u>1:4 with NA assigned</u>
E Blue PCU	<u>1:4</u>	<u>1:4</u>
<u>F Blue</u>	<u>1:8</u>	<u>1:6</u>
<u>F Blue PCU</u>	<u>1:4</u>	<u>1:4</u>
<u>F Yellow</u>	<u>1:8</u>	<u>1:5</u>
<u>F Yellow PCU</u>	<u>1:4</u>	<u>1:4</u>

Psychiatry

<u>Unit</u>	<u>Nurse/Max Patient Ratio</u>	<u>Team Target Recommendation</u>
	<u>Min. Nurse/Patient Ratio</u>	
<u>G Yellow</u>	<u>1:11</u>	<u>1:6</u>

STCF	1:3 Days/Eve 1:5 Nights	1:3 Days/Eve 1:5 Nights
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Side Letter of Agreement #1

Sidetter #

2

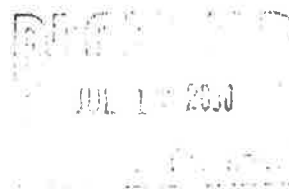


University of Medicine & Dentistry of New Jersey

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,

Howard J. Priyas, Esq.
Director of Labor Relations

HJP/mp

c: Ronald A. Brooks

Ann Twomey, President
Health Professionals and Allied
Employees



The University is an affirmative action/equal opportunity employer

Side Letter of Agreement #2

Sideletter # 3



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

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

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

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

Ann Twomey, President
Health Professionals and Allied
Employees

Side Letter of Agreement #9

April 17, 2017

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

Re: Market Analysis

Dear Ms. Twomey:

The Hospital agrees that it will conduct a market rate analysis for each of the following job titles:

1. APN
2. Case Manager
3. Nurse Clinician

The market rate analysis will commence as soon as practicable following January 1, 2017 and will be finalized by no later than December 31, 2017. A copy of the final report for each analysis will be provided to the Union

Very truly yours,

Eva Serruto
Director of Labor Relations

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 5089 agree that the working environment shall be characterized by mutual respect for the common dignity to which all individuals are entitled. Repeated, unreasonable conduct, regardless of whether perpetrated by a member of management or by a staff member 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 Local 5089 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

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

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

Deborah White, President
Health Professionals and Allied
Employees

For UH _____

Date: _____

For Union HPAAE 5089

AB.

Date: *7/19/19*

06/24/2019 UH PROPOSAL

Change all references from "Collective Bargaining Agreement" to "Collective Negotiations Agreement" throughout the entire Agreement.

Change all references from "bargaining unit" to "negotiations unit."

Lynette M. Youngill
Bonita Davidson
Wanda Caville
Donna Dreyer
Chad M.

Arthur McLaughlin
Barbara Anderson
Wanda Couche, AM
Dale Joyce R
Auer M

For UH
Date:

DUINO
7/19/2019

For HP AE 5089

AS

Date:

7/19/19

06/24/2019- UH Proposal

Article 2. UNION STATUS
Revised as follows:

2.01 Recognition:

The Hospital recognizes the Union as the exclusive collective bargaining 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, at least fifteen (15) 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 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 HP AE 5089 members, University Hospital shall within two (2) business days of responding to such request notify and provide to HP AE 5089 the identity of said organization and provide a copy of the information supplied to such organization, so long as HP AE 5089 pays for the copying cost of said information.

For UH
Date:

DMV
4/9/19

For HPAAE 5089

(Curo)
[Signature]

Date: 4-9-19

04-09-2019 UH Revised Proposal

ARTICLE 2. UNION STATUS

2.03 Transmission of Dues:

As soon as operationally feasible, dues ~~or agency fees 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 HPAAE dues, (4) status (FT or PT), (5) Base Rate, ~~(6) Agency Fee or Member status,~~ (6) amount of COPE deduction, and ~~(8) (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.

Cynthia McDougall - president
[Signature]
Cynthia [unclear] - V. Prof Rep - Op.
[Signature]
[Signature]

HPAE Local 5089 proposals presented to University Hospital, February 15, 2019

Carol Jackson 2/15/19

TIA
(AS)

For UH LMO 2/15/2019

CDNA M 2.15.2019

Wanda Caudle 2/15/19

Union Proposal #17

Article 2: Union Status

Section 2.04 Agency Fee
Delete entire section

Crystal Beckett 2/15/19

Robert Dwyer 2/15/19

Lythorn McAnally 2/15/19

Mel S 2/15/19

Bart Wurdan 2/15/19

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

Prior to the effective date of this Agreement and prior to each succeeding contract year, the Union will notify the Hospital, in writing, of the amount of regular membership dues, initiation fees and assessments charged by the Union to its own members for that contract year. Any changes in the representation fee structure during the contract year shall be in accordance with the procedure set out in Section 2.03 above. In no event shall the representation fee exceed eighty five (85%) percent of the payments of regular members.

After verification by the Hospital that an employee must pay the representation fee, the Hospital will deduct the fee for all eligible employees in accordance with this Section. The mechanics of the deduction of representation fees and the transmission of such fees to the Union will be the same as those used for the deduction and transmission of regular membership dues to the Union.

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

The Hospital shall deduct the representation fee from a new employee in the pay period following the ninety (90) days after employee's date of hire.

The union reserves the right to add, delete, change or modify any of these or future proposals during the course of the negotiations. Any contract section (including all side letters and appendices) not referenced shall remain the same.

HPAE Local 5089 proposals presented to University Hospital, February 15, 2019

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

~~The Union shall return any part of the representation fee paid by the employee which represents the employee's additional pro-rata share of expenditures by the Union that is either in aid of activities or causes of a partisan political or ideological nature only incidentally related to the terms and conditions of employment, or applied toward the cost of any other benefits available only to members of the majority representative.~~

~~The employee shall be entitled to a review of the amount of the representation fee by requesting the Union to substantiate the amount charged for the representation fee. This review shall be accorded in conformance with the internal steps and procedures established by the Union.~~

~~The Union shall submit a copy of the Union review system to the Hospital's Labor/Employee Relations section of the Office of Human Resources. The deduction of the representation fee shall be available only if the Union establishes and maintains this review system. If the employee is dissatisfied with the Union's decision, he/she may appeal to the three (3) member board established by the Governor.~~

~~The Union hereby agrees that it will indemnify and hold the Hospital harmless from any claims, actions or proceedings brought by any employee in the bargaining unit which arises from deductions made by the Hospital in accordance with this provision. The Hospital shall not be liable to the Union for any retroactive or past due representation fee for an employee who was identified by the Hospital as excluded or confidential or in good faith was mistakenly or inadvertently omitted from the deduction of the representation fee.~~

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

~~If at the signing of this Agreement the above percentage has not been achieved, the agency fee plan will be continued through pay period twenty six (26) of the calendar year, after which~~

The union reserves the right to add, delete, change or modify any of these or future proposals during the course of the negotiations. Any contract section (including all side letters and appendices) not referenced shall remain the same.

HPAE Local 5089 proposals presented to University Hospital, February 15, 2019

~~it shall be discontinued unless the minimum has been achieved prior to that occurrence. Thereafter, if the minimum percentage is exceeded on any quarterly date, i.e., January 1, April 1, July 1 or October 1, the agency fee plan shall be reinstated, with proper notice from the Union to affected employees.~~

~~In each year of the Agreement on July 1, an assessment shall be made to determine if the minimum percentage has been exceeded. If it has, the agency fee shall continue until the following annual assessment. If it has not, the agency fee will be discontinued and eligibility for reinstatement shall be on a quarterly basis as provided above.~~

~~Provisions in this clause are further conditioned upon other requirements set by statute.~~

~~For the purpose of calculating representation fee 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 bargaining unit.~~

The union reserves the right to add, delete, change or modify any of these or future proposals during the course of the negotiations. Any contract section (including all side letters and appendices) not referenced shall remain the same.

→ Cynthia McDougall - HPAE
→ [Signature] - HPAE

For UH

AM
9/23/2015

Date:

For HPAE 5089

→ [Signature]
→ Underlined HPAE
→ UH HPAE VP.

Date: 9/23/19

09/23/2019 Revised UH Proposal

Article 4. EMPLOYEE STATUS

Revise Section 4.06 as follows:

4.06 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. which will automatically be extended by the length of any approved leave of absence. 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 bargaining 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 ~~other than a staff nurse on scale A~~ who is promoted out of the bargaining 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 bargaining unit which has, as a condition of employment, a maximum salary less than their previous bargaining 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 bargaining unit.

~~A Staff Nurse on Scale A who is promoted out of the bargaining unit but returns to the bargaining unit will be placed on Scale B based on the experience guideline set forth in the agreement.~~

Gyuthan M'Donald - HPAE
K. Bobson - HPAE
Alwan HPAE V.P.

For UH

Date:

AMT
9/23/2019

For HPAE 5089

Wanda Conde HPAE

Date: 9/23/19

09/23/2019- Revised UH Proposal

ARTICLE 4. EMPLOYEE STATUS

Revised as follows:

4.09 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 bargaining 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 bargaining 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 bargaining 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.

For UH

MM
4/9/19

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Date:

MM
4/9/19

For HPAE 5089

Date:

4-9-19

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4-09-2019 UH Proposal

Article 10. MONETARY BENEFITS: TIME NOT WORKED
Revised as follows:

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.

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Same as → Should certification expire, certification differential will be discontinued effective immediately. Documentation of certification must be updated by the end of November of each year. If documentation is not updated, payment of the certification differential will be discontinued in January.

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Certification differential will be reinstated on the date documentation of the certification is presented to Human Resources.

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In each year paid, staff nurses an employee 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.

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

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Full Time and Part Time staff nurses employees 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.

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

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

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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.

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

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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.

Cynthia M. Douglas - President
Barbara Anderson
Liz Ayers VP of Peri-op
Denny Bobcomber
Wanda Caudle
Rose Dwyer



UNIVERSITY HOSPITAL
Newark, New Jersey

Package

**(Article 10 Monetary Benefits Section 10.07 On-Call and
Article 10 Monetary Benefits Section 10.11 Floating)**

October 18, 2019

University Hospital (UH) reserves the right to add, delete, change or modify any of prior or future proposals during the course of the negotiations. Any contract section (including all side letters and appendices) not referenced shall remain the same.

10/18/19

Cynthia McDougall - HPAC
Barbara Bernard - HPAC
Wendy Bobson - HPAC
~~DD~~ - HPAC
Cynthia Duer

10/18/19
AUTO

Article 10: Monetary Benefits: Miscellaneous

Section 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) ~~An employee—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. who is called in for four (4) or more hours preceding the next scheduled shift shall delay their reporting time by the number of hours equivalent to those worked by the employee while on-call.~~

dollar (\$3.00) per hour differential for being floated more than five (5) ~~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, ~~D-GREEN~~, I-BLUE
6. MOTHER-BABY F-GREEN, L & D
7. F-BLUE PEDIATRICS, ~~PEDS STEP-DOWN~~
8. 8. FICN/FIN, ~~PEDS ICU/STEP-DOWN, FIN~~
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

Article 10 Monetary Benefits: Miscellaneous

Section 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 bargaining 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) ~~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 different "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

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.

For UH

EMR
7/19/19

Date:

For HPAE 5089

[Signature]

Date: 7/19/19

06/24/2019 UH Proposal

Article 12. EMPLOYEE FACILITIES

12.02 Parking:

Subject to the parking fee agreement with Rutgers University, The the parking fee for all bargaining 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.

Cynthia McDougall
Doreta Durham
Wanda Caudle
Dee Joy R
Wana M.

For UH

[Signature]

Date:

4-9-19

For HPAE 5089

[Signature]
[Signature]

Date: 4-9-19

4-9-2019 UH Proposal

Article 21 CRNAS Wages and Benefits

The Agreement herein is limited to the specified changes below. Agreement to the changes is not a withdrawal of additional proposals by either party which may directly impact this provision.

Revised as follows:

F. Per Diem Rate – CRNA

Effective April 14, 2019:
Weekday \$135 per hour
Weekend \$135 per hour

Due to urgent staffing needs, this rate will be implemented per the Effective Date upon signing of this T/A.

Cynthia McQuinn - President
Barbara ...
VP of Reli-op
Ad
Wanda ...
...

For UH

AMT
4/9/19

Date:

For HPAE 5089

(B.)
(Am)

Date:

4-9-19

04-09-19 UH Proposal

ARTICLE 23. DRUG AND ALCOHOL TESTING

Revise Section 6, paragraph d as follows:

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 an 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, until all of their accrued time has been utilized. No employee, however, may utilize accrued leave time to extend a leave of absence beyond 6 months when the employee took any portion of the first six 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.

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Cynthia McLaughlin - president
Parvati Surdani
Janet Bay
Allen
Paul Surjan

Market Adjustment Agreement

Between

University Hospital

And

Health Professionals and Allied Employees, AFT/AFL-CIO Local 5089

Whereas University Hospital has an immediate need to retain and recruit Certified Nurse Anesthetists at a higher rate than set forth in the collective negotiations agreement dated October 1, 2017 through September 30, 2018;

Whereas University Hospital has an immediate need to provide additional Certified Nurse Anesthetist staffing in the Operating Rooms of Peroperative Services in order to support the scheduling of procedures and surgeries;

Effective as of the pay period closest to the signing of this agreement, Per Diem Nurse Anesthetists will be eligible for a lump sum payment in addition to the regular Per Diem rate for all hours worked as a Per Diem Nurse Anesthetist. The parameters for such lump sum payment are as follows:

- 1) The Per Diem Nurse Anesthetist must still be on Payroll as of 6/30/2020.
- 2) The lump sum will be based on a rate of \$15 per hour for all Per Diem hours worked between the pay period closest to the signing of this agreement and the pay period ending closest to 6/30/2020.
- 3) This lump sum payment will be made to eligible employees in July 2020.

Effective as of the pay period closest to the signing of this agreement, regular full time and part time Nurse Anesthetists will be eligible for a lump sum payment for all hours of Overtime worked. The parameters for such lump sum payment are as follows:

- 1) The regular full time and part time Nurse Anesthetist must still be on the Payroll as of 6/30/2020.
- 2) The lump sum will be based on a rate of \$15 per hour for all hours worked over 40 in a week (Overtime) between the pay period closest to the signing of this agreement and the pay period ending closest to 6/30/2020.
- 3) This lump sum payment will be made to eligible employees in July 2020.

This agreement is separate and apart from the negotiation of the full HPAE 5089 contract and will sunset 6/30/2020. However, University Hospital retains the right to extend it, with notification to the Union.

Date: 11/12/19

For HPAE 5089:

Cynthia McDonald - President

For University Hospital:

Gerard Davis 11/13/19