

## **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, 2014, 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, 2014 and shall remain in effect through September 30, 2017.

This Agreement shall remain in full force and effect from the date of ratification through September 30, 2017. 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 April 1, 2017, or April 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 HP AE shall be made by addressing the President of HP AE.

2. Article 17, Wages – Staff Nurses:

- A. Effective retroactive to the first full pay period of October 2014: Increase all steps on Scale A and the UB-Scale by 2.00%. Only Staff Nurses that are employed by the Hospital as of the date of ratification are entitled to retroactive pay.
- B. Effective retroactive to the first full pay period of October 2015: Increase all steps on the Scale A and the UB-Scale by 2.00%. Only Staff Nurses that are employed by the Hospital as of the date of ratification are entitled to retroactive pay.
- C. Effective retroactive to the first full pay period of October 2016: Increase all steps on the UB-Scale by 2.00%. Only Staff Nurses that are employed by the Hospital as of the date of ratification are entitled to retroactive pay.
- D. Scale A Staff Nurses: Effective retroactive to the first full pay period of October 2016 Scale A will be eliminated and all Staff Nurses on Scale A shall be placed onto the appropriate Step on the UB-Scale in accordance with the “Guidelines for placement” set forth in this Article. When calculating accrued experience for purposes of placement of these Staff Nurses on the appropriate Step on the UB-Scale, any time spent following July 1, 2011 as a 0.9 Staff Nurse shall be treated as full-time experience under the “Guidelines for placement.” No Staff Nurse shall suffer a reduced salary rate when moved to the UB-Scale. If a Staff Nurse’s then-current salary rate is higher than the salary rate that he or she would be placed at on the UB-Scale, he/she will be red circled at the then-current salary rate.
- E. Per Diem Staff Nurses: Revise first paragraph of Section on “Wages: Staff Nurse – Per Diem” to state as follows:

Effective retroactive to the first full pay period of October 2016, the following are the Per Diem hourly wage rates:

Weekday:	\$46.50
Weekday (Eve/Night):	\$49.00
Weekend Day/Premium Holiday:	\$51.50
Weekend (Eve/Night)/Premium Holiday:	\$54.00

3. Article 18, Wages – Nurse Clinicians/Research Nurse Clinicians:

- A. Effective retroactive to the first full pay period of October 2014: Increase the Min and Max on the UC-Scale by 2.00%. All Nurse Clinicians/Research Nurse Clinicians that are active as of the date of ratification of this Agreement and who were employed by the Hospital as of October 1, 2014, shall receive a 2.00% across-the-board increase retroactive to the first full pay period in October 2014.
- B. Effective retroactive to the first full pay period of October 2015: Increase the Min and Max on the UC-Scale by 2.00%. All Nurse Clinicians/Research Nurse Clinicians that are active as of the date of ratification of this Agreement and who were employed by the Hospital as of October 1, 2015, shall receive a 2.00% across-the-board increase retroactive to the first full pay period in October 2015.
- C. Effective retroactive to the first full pay period of October 2016: Increase the Min and Max on the UC-Scale by 2.00%. All Nurse Clinicians/Research Nurse Clinicians that are active as of the date of ratification of this Agreement and who were employed by the Hospital as of October 1, 2016, shall receive a 2.00% across-the-board increase retroactive to the first full pay period in October 2016.

4. Article 19, Wages – Case Managers:

- A. Effective retroactive to the first full pay period of October 2014:
  - 1. All Case Managers who are active as of the date of ratification of this MOA and who were employed by the Hospital as a Case Manager as of September 30, 2014, shall move one step on the Scale for Case Managers.
  - 2. Increase all steps on the Scale for Case Managers by 0.70%. Only Case Managers that are employed by the Hospital as of the date of ratification are entitled to retroactive pay.
- B. Effective retroactive to the first full pay period of October 2015: Increase all steps on the Scale for Case Managers by 2.00%. Only Case Managers that are employed by the Hospital as of the date of ratification are entitled to retroactive pay. There will be no step move.
- C. Effective retroactive to the first full pay period of October 2016: Increase all steps on the Scale for Case Managers by 2.00%. Only Case Managers that are employed by the Hospital as of the date of ratification are entitled to retroactive pay. There will be no step move.

5. Article 20, Wages - Advanced Practice Nurses:

- A. Effective retroactive to the first full pay period of October 2014: Increase all steps on the US-Scale (Grade 07S) by 2.00%. Only APN's that are employed by the Hospital as of the date of ratification are entitled to retroactive pay. There will be no step move.
- B. Effective retroactive to the first full pay period of October 2015: Increase all steps on the US-Scale (Grade 07S) by 2.00%. Only APN's that are employed by the Hospital as of the date of ratification are entitled to retroactive pay. There will be no step move.
- C. Effective retroactive to the first full pay period of October 2016: Increase all steps on the US-Scale (Grade 07S) by 2.00%. Only APN's that are employed by the Hospital as of the date of ratification are entitled to retroactive pay. There will be no step move.
- D. Delete "On Call" Paragraph: This language is no longer applicable to APN's, as APN's are Exempt employees that do not receive on call pay.



6. Article 21, Wages – CRNA's

- A. Effective retroactive to the first full pay period of October 2014: Increase all steps on the Nurse Anesthetist Scale by 2.00%. Only CRNA's that were employed as a CRNA as of September 30, 2014 and are still employed by the Hospital as a CRNA as of the date of ratification shall be entitled to retroactive pay. There will be no step move.
- B. Effective retroactive to the first full pay period of October 2015: Increase all steps on the Nurse Anesthetist Scale by 2.00%. Only CRNA's that were employed as a CRNA as of September 30, 2015 and are still employed by the Hospital as a CRNA as of the date of ratification shall be entitled to retroactive pay. There will be no step move.
- C. Effective the first full pay period of October 2016: The current 7-step Nurse Anesthetist Scale shall be deleted and all CRNA's shall be placed on the appropriate step of a new scale as follows:
- Step 1: \$67.31 per hour (less than 4 years' experience as a CRNA)
  - Step 2: \$76.93 per hour (4 or more years' experience, but less than 7 years' experience as a CRNA)
  - Step 3: \$85.39 per hour (7 or more years' experience, but less than 10 years' experience as a CRNA)
  - Step 4: \$89.66 per hour (10 or more years' experience as a CRNA)
- D. Experience Credit: For purposes of placement on the new scale in Section C above, experience credit shall be as per the following:
- 1. Years of University Hospital experience as a CRNA will be counted on a one-for-one basis (1 year of experience credit given for each 1 year of CRNA experience at the Hospital);
  - 2. Years of experience as a CRNA outside of University Hospital will be counted on a two-for-one basis (1 year of experience credit given for each 2 years of CRNA experience outside the Hospital).
- E. Red Circle: No CRNA shall suffer a reduced salary rate when moved to the new 4-step scale. If a CRNA's then-current salary rate is higher than the salary rate that he or she would be placed at on the new scale based on experience, he/she will be red circled at the then-current salary rate.

7. Side Letters: Delete the following Side Letters:

- 1.Side Letter #1 (See, 2.03, Transmission of Dues)
- 2.Side Letter #4 (See 4.09, Seniority)
- 3.Side Letter #5 (See 3.05, Staffing)
- 4.Side Letter #10 (Reference to DOC inapplicable)
- 5.Side Letter #12 (See 4.09, Seniority)
- 6.Side Letter #14 (See 11.05, Inclement Weather)

8. Section 2.01, Data Library: Add gender.

9. Pending Grievances: The Union shall withdraw the following grievances and Unfair Practice charges with prejudice upon ratification of this MOA:

- A. Grievance (AR-2013-182): Layoff in F-Blue and PICU (0.9 Issue)
- B. Grievance (AR-2013-146): Layoff in FHS (0.9 Issue)
- C. Grievance (AR-2013-717): Layoff in NICU and CCU (0.9 Issue)
- D. Unfair Practice Charge (PERC Docket No. CO-2011-163): (0.9 Issue)

Within 5 days of ratification of this MOA, the Union shall notify the applicable Arbitrator/PERC, in writing with a copy to Counsel for the Hospital, of the withdrawal with prejudice of these disputes.

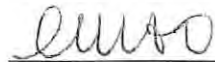
10. Tentative Agreements: The parties have reached tentative agreements on the following subjects, all of which shall be deemed part of this MOA, and copies of which are attached hereto:

- 1.Preamble
- 2.Section 2.03, Transmission of Dues
- 3.Section 2.05, Union Representatives, Rights and Limitations
- 4.Section 2.06, Bulletin Boards
- 5.Section 2.07, Union Business
- 6.Section 3.02, Professional Practitioner Status
- 7.Section 3.04, Labor-Management Committee
- 8.Section 3.05, Staffing
- 9.Section 4.02(A), 0.9 Staff Nurses
10. Section 4.04, Part Time Staff Member
11. Section 4.09, Seniority
12. Section 4.11, Subcontracting
13. Section 5.03, Work Schedules
14. Section 5.04, Overtime Work
15. Section 5.05, Overtime Work Scheduling
16. Section 6.02, Premium Compensation Rate
17. Section 6.03, Pay Period
18. Section 6.05, Changing Time
19. Section 7.02, Holiday Entitlement
20. Section 7.03, Holiday Pay
21. Section 7.07, Vacation Scheduling
22. Section 7.08, FMLA Leave
23. Section 7.13, Court Appearances
24. Section 8.02(C), SLI/Workers Comp
25. Section 10.02, Resignation
26. Section 10.03, Shift Differential
27. Section 10.05(D), Education Differential
28. Section 10.07(A), On Call
29. Section 10.08, Tuition Refund
30. Section 10.11(A), Floating
31. Section 10.11, Floating
32. Section 11.01, Health Examination
33. Section 11.02, Employer Obligation
34. Section 11.04, Extended Treatment Area
35. Section 11.05, Inclement Weather
36. Section 14.01, Discipline
37. Section 14.02, Grievance Procedure
38. Article 15, Non-Discrimination
39. Criminal Background Checks
40. Drug & Alcohol Testing
41. Appendix D
42. Side Letter – Market Analysis

11. 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.
12. 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.
13. 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.

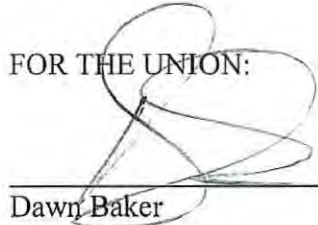
IN WITNESS WHEREOF, the parties have caused this MOA to be signed by their duly authorized representatives on this 17<sup>th</sup> day of October, 2016.

FOR UNIVERSITY HOSPITAL:



Eva Serruto

FOR THE UNION:

  
Dawn Baker

*Cynthia M. Dougall*  
*Randy Bobrow*  
*Barbara Curran*  
*James Quirk-Francisco*  
*Lynne Bag*

  
*Andy Barthel*  
*Barbara Curran*  
*James Quirk-Francisco*  
*Lynne Bag*



For UH

Date:

For HPAE 5089

*[Signature]*  
7-9-15  
*[Signature]* 7-9-15

Date: 7/9/15

7/9/15 TENTATIVE AGREEMENT- PREAMBLE

Preamble

Deleted: 1

Delete existing language. Replace with:

This Agreement is effective October 1, 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 University 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 University and the employees subject to this Agreement under applicable State and Federal law."

*Hospital*

*Cynthia McDougall*  
*James Quibz-Francisco*  
*Barbara Herron*  
*Valencia Patton*  
*Wendy Sobonchi*  
*Trudy Bantley*  
*Dulceira Kuteles*  
*Cynthia*

For UH

Date:

For HPAE 5089

Date:

*DB*  
9-30-16  
*DB*  
9-30-16

09-30-16 UH Counter-Offer

SECTION 2.03

TRANSMISSION OF DUES

Revise first sentence of Section 2.03 as follows:

As soon as operationally feasible, dues or agency fees and

Deleted: D

initiation fees so deducted by the Hospital shall, within ten

Deleted: University

(10) days of the date of deduction, be transmitted to the

designated officer of the Union together with the first and

Deleted: a list of

last name of each employee, included, along with each

Deleted: s

employee's (1) social security number, (2) Employee ID

Deleted: s

number, (3) amount of HPAE dues, (4) status (FT or PT),

Deleted: the amount deducted, hours worked,

(5) Base Rate, (6) Agency Fee or Member status, (7)

amount of COPE deduction, and (8) the applicable gross

Deleted: amount of AFT dues,

Deleted: s

Deleted: termination date,

pay.

*Wendy Gonzalez*  
*Wendy Gonzalez*  
*Francisco*  
*Barbara Duran*  
*Lynette*

*Grady Barthelmy*  
*Wanda Campbell*  
*Darlene*



For UH

Date:

For Local 5089

Date:

*[Signature]*  
7/6/16  
*[Signature]* 7/6/16

07-06-16 UH Offer

#### SECTION 2.05

#### UNION REPRESENTATIVES, RIGHTS AND LIMITATIONS

Revise to state as follows:

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

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

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

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

It is agreed that the Union will appoint or elect up to ~~twenty-eight (28)~~ twenty (20) representatives and up to eight (8) officers who will be recognized by the University in their defined authority to act for the Union. The names of these representatives and officers will be provided to the Office of Human Resources and updated within thirty (30) days of any change.

*[Signature]* Cynthia M. Dargatzis  
*[Signature]* Patricia M. Dargatzis  
*[Signature]* James Ruiz-Fernandez  
*[Signature]* Wendy Bobosch  
*[Signature]* Wanda Caudle

*[Signature]* Rudy Barthel  
*[Signature]* Barbara Heller  
*[Signature]* Cynthia Bay

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

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

**Deleted:** (the number of representatives to be agreed upon between the Union and the University Hospital)

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

For UH \_\_\_\_\_

Date: \_\_\_\_\_

For Local 5089 \_\_\_\_\_

Date: \_\_\_\_\_

07-06-16 UH Offer

SECTION 2.06

BULLETIN BOARDS

**2.06 Bulletin Boards, Mail and E-Mail:**

~~The University Hospital will provide space on a centrally located bulletin boards at the Hospital cafeteria entrance, the GA level in the Bergen Building, outside the cafeteria at the UBHC in Piscataway and in the mailroom of the Wellness Center in Stratford, for the exclusive use of the Union. The University will exercise its best efforts to provide bulletin board space in any other University owned or rented building where there are more than twenty-five (25) members. In UCHC facilities, so long as permitted by the Department of Corrections, the Union will be permitted to post union notices on bulletin boards in the medication and/or nursing office. The Union may post notices on bulletin boards in employee lounges, wherever they exist.~~

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

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

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

*Lynette McDougall  
Barbara Anderson  
James Quirk-Francisco  
Wendy Deborah  
Wanda Caudle*

*Grady Bayley  
Dallara Healy  
Lynette Bay*

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

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

~~UMDNJ shall transmit to the Union, on an annual basis, the University e-mail address of each bargaining unit member in an excel spreadsheet.~~



For UH \_\_\_\_\_

Date: \_\_\_\_\_

For Local 5089 \_\_\_\_\_

*SB 7/6/14.*

Date: \_\_\_\_\_

06-07-16 UH Offer

SECTION 2.07

UNION BUSINESS

Revise to state as follows:

- (A) Paid Union Leave for Officers: The University Hospital agrees to provide leave of absence at the regular rate of pay equal to the length of the employees' regular work shift for officers of the Union to attend Union activities. The Union shall have the right to designate any Union officer (President, Vice Presidents, Secretary, Treasurer, or Grievance Chair) for such leaves of absence. A total of ~~twenty (20)~~ sixteen (16) days of such leave in the aggregate may be used each year of this Agreement.
- (B) This leave is to be used exclusively for participation in regularly scheduled meetings or conventions of labor organizations with which the Union is affiliated or for training programs for Union representatives and Union Officers and for which appropriate approval by the University Hospital is required. Written notice, from the Union (including President), of the authorization of an individual to utilize such leave time shall be given to the employee's supervisor with a copy to the Office of Labor Relations at least fourteen (14) days in advance of the date of such meeting except in an emergency, when less notice may be given. Granting of such leave to an employee shall not be unreasonably denied by the University Hospital. Leave not utilized in any yearly period shall not be accumulated.
- (C) Unpaid Union Leave for Officers: The University Hospital agrees to provide leave of absence without pay for officers of the Union to attend Union activities. A total of ~~fifteen (15)~~ ten (10) days in the aggregate of such leave of absence without pay may be used each year of this Agreement. Granting of such leave shall not be unreasonably denied by the University Hospital. This additional leave of absence without pay is to be used with the same conditions and restrictions as leave for Union business with pay provided in this section.

*Cynthia M. Donnell  
Barbara Merdax  
James Quiza - Francisco  
Wendy Sobers  
Wanda Caudle*

*Grady Bantley  
Daleana Bantley  
Cynthia Bay*

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





Local 5089  
Lynette McDougall

For UH

Date:

For Union

Date:

  
4/23/15  
  
4/23/15

#### 4/23/15 TENTATIVE AGREEMENT

### ARTICLE 3

#### PROFESSIONAL PRACTITIONER STATUS

##### 3.02 Staff Development Programs:

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

Subject to operational needs, the University 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 University Hospital will make available a listing of mandatory training requirements, including the dates, times and locations of the mandatory trainings where available.

(B) The University 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 University Hospital it is required. Time spent at these programs will be considered time worked and the employee shall be compensated accordingly.

The University 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 University 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 University 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 University Hospital will make a reasonable effort to approve such participation, subject to operational needs and the availability of funds.

The University 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 University 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 University 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 University 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 University Hospital in the employee's specialty area. The University 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 University Hospital.

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

(F) The annual employee performance evaluation will be done on a prompt and timely basis. 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 University 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.

Lynette McDougall  
Barbara Sturman  
Gaelinda Patsen  
Wendy Bobcomb -  
James Pate - Francis  
Rudy Barthelme, Esq.  
April Day, MD 4-23-11 10<sup>45</sup> PM

For UH \_\_\_\_\_

Date: \_\_\_\_\_

For Local 5089 \_\_\_\_\_

Date: \_\_\_\_\_

07-06-16 UH Offer

**SECTION 3.04**

**LABOR-MANAGEMENT COMMITTEE**

Revise to state as follows:

The Union and the University Hospital agree to the creation of a University Hospital/NIJMS Labor-Management Committee. This committee shall consist of representatives selected by the Union (not to exceed 10 8) and representatives of the University Hospital (not to exceed 10 8). The Chief Executive Officer or Chief Operating Officer of University Hospital shall attend a minimum of two (2) meetings of the Committee in each year of this Agreement. The Committee shall meet every two months, not to exceed 6 meetings in a year, unless mutually agreed to. The Committee shall meet for a reasonable time, not to exceed four (4) hours, as required to discuss mutual concerns of the Union and the University Hospital.

~~In addition, the Union and the University agree to the creation of a Robert Wood Johnson Medical School (inclusive of CINJ) Labor-Management Committee, a UBHC Labor-Management Committee and a UCHC Labor-Management Committee. These Committees shall consist of representatives selected by the Union (not to exceed 3) and representatives of the University (not to exceed 3). The Committees shall meet on an ad hoc basis, not to exceed four (4) meetings in a year, for a reasonable time, not to exceed four (4) hours, as required to discuss mutual concerns of the Union and the University.~~

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

The University Hospital agrees to release from work, if necessary, the members of the Labor-Management Committee, at no loss of their regular rate of pay for the purpose of attending Labor-Management Committee Meetings. The Union shall inform the University's Office of Labor Relations by January 31<sup>st</sup> of each year of the names of the Union members of these Committees and shall also notify the Office of Labor Relations, at least three (3) weeks prior to a scheduled meeting, of any changes in Union members

*Lyndee McJannet  
Barbara Surprenant  
James Quinlan-Francisco  
Cherry Bobrow  
Wanda Caudle*

*Andy Barthel  
Duffard Smith  
Lyndee Bay*

to these Committees. The University Hospital shall notify the appropriate Nurse Managers, or Directors, or Administrators of the Union members to this Committee.

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



For UH

Date:

For Local 5089

Date:

*JB*  
9-16-16

*JB*

9-16-16

**09-16-16 UH COUNTER-OFFER**

**SECTION 3.05**

**STAFFING**

Delete current Section 3.05 and Side Letter #5 in its entirety and replace with the following:

- A. **General:** The Union and Hospital agree that staffing needs fluctuate over time and are influenced by many factors, such as patient data indicators and structure indicators. These nurse-sensitive quality indicators are considered by the Hospital in determining appropriate staffing.
- B. **Target Staffing Levels:** Any target staffing levels established in accordance with Appendix C shall be considered benchmarks. For purposes of this Article, target staffing levels shall be measured at the beginning of each shift, e.g. 7:00 a.m., 7:00 p.m.
- C. **Non-Compliance Resolution:** It is understood that occasional incidents of failure to satisfy the target staffing levels established by the master staffing policies shall not constitute noncompliance with the target staffing levels. If it is determined that the Hospital has not met target staffing levels on a particular unit more than fifty percent (50%) of the time during a two week pay period, then regularly scheduled employees on the unit who worked the shifts that did not meet targets shall receive a \$25 bonus for each shift that the unit did not meet the targets, provided, however that if the failure to meet targets was due to unforeseen circumstances (including unscheduled absences where less than twelve (12) hours was given), such bonus shall not be paid.

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

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

*Justin McDougall*  
*Wendy Bobbitt*  
*Barbara Auer*  
*Lynette Bay*

*Grady Barthelmy*  
*Wanda Cantel*  
*Darlene Kerner*

For UH \_\_\_\_\_

Date:

For Local 5089 \_\_\_\_\_

Date:

09-16-16 UH COUNTER-OFFER

**APPENDIX C**

**TARGET STAFFING LEVELS**

Delete current Appendix C in its entirety and replace with the following:

**Family Health Services**

<b><u>Unit</u></b>	<b><u>Min. Nurse/Patient Ratio</u></b>	<b><u>Team Target Recommendation</u></b>
F Blue	1:10	1:5
F Green	1:10	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
FIN	1:4	1:4
FICN	1:2	1:2
Peds ICU	1:2	1:2
Peds Step Down	1:4	1:4
L&D	(5) RNs every shift	(6) RNs every shift

**Emergency Department**

<b><u>Unit</u></b>	<b><u>Minimum Nurses</u></b>	<b><u>Team Target Recommendation</u></b>
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

**Critical Care**

<b>Unit</b>	<b>Min. Nurse/Patient Ratio</b>	<b>Team Target Recommendation</b>
SICU	<b>1:2</b>	1:2
NICU	<b>1:2</b>	1:2
PACU	<b>1:2</b>	1:2
G Blue	1:10(8)	1:6
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
IY 1	<b>1:2</b>	1:2

**Cardiac Services**

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

**Medical-Surgical**

<b>Unit</b>	<b>Min. Nurse/Patient Ratio</b>	<b>Team Target Recommendation</b>
H- Blue	<b>1:9</b>	1:6
H Green	1:10	1:6
H Yellow	1:10	1:5
D Green	1:10	1:6
H Yellow PCU	1:4	1:4
I Blue	1:10	1:6
I Blue PCU	1:4	1:4 with NA assigned
E Blue PCU	1:4	1:4

**Psychiatry**

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

For UH

Date:

For HP AE 5089

Date:

*[Signature]*  
7-26-16

*[Signature]* 7/26/16

**07-26-16 UH Proposal**

**SECTION 4.02(A)**

**0.9 STAFF NURSES**

Create new Section 4.02(A) as follows:

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

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

*Cynthia McDougall*  
*James Quin Francisco*  
*Gandy Robinson*  
*Dallara Neut*  
*Darlene Curran*  
*Grady Barthelmy*  
*Wayne Couder*  
*Cynthia Dore*



For UH

*DB*  
9-30-16

Date:

For HPAE 5089

*DB*

Date:

9-30-16

**09-30-16 UH Proposal**

**SECTION 4.02(A)**

**0.9 STAFF NURSES**

Create new Section 4.02(A) as follows:

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

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

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

*Epithina McDougall*  
*Wendy Bobcom*  
*Amos Quirk-Francisco*  
*Barbara Herron*  
*Lyndy*

*Grady Barthelen*  
*Wendy Caudle*  
*Dulciana Hunt*

For UH

Date:

For Local 5089

Date:

*[Signature]*  
7/6/16  
*[Signature]* 7/6/16  
\_\_\_\_\_  
\_\_\_\_\_

06-07-16 UH Offer

**SECTION 4.04**

**PART-TIME STAFF MEMBER**

Revise Paragraph to state as follows:

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

- a. pro-rated vacation leave, sick leave, float holidays, holiday time, bereavement leave, and jury duty leave;
- b. 50% of the uniform allowance applicable to Full-Time staff as per Section 10.09;
- c. 50% of the applicable tuition assistance in accordance with Section 10.08 and applicable UH Policy; and
- d. Those Regular Part Time staff members that: (i) had health benefits as of May 21, 2010, (ii) were regularly scheduled to work 20 or more hours per week prior to May 21, 2010, and (iii) continue to work twenty (20) or more hours per week, shall be entitled to health benefits. However, continued benefits for these Part Time staff members is subject to the continued approval of the State Health Benefits Commission ("SHBC"). UH will no longer provide or pay for the health benefits of a Regular Part Time employee if the SHBC deems them ineligible for continued coverage for any reason.

*[Signature]* M<sup>c</sup>Dougall  
*[Signature]* Garcia  
*[Signature]* Quin - Francisco  
*[Signature]* Koborn  
*[Signature]* Wunder

*[Signature]* Brady  
*[Signature]* [unclear]  
*[Signature]* [unclear]



For UH

*[Signature]*  
7-26-16

Date:

For Union 5089

*[Signature]* 7/20/16

Date:

07-26-16 UH Proposal 2

## SECTION 4.09

### SENIORITY

Delete Side Letter #4 and revise Section 4.09 to state 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. **Layoffs:** 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:

*[Signature]* Cynthia McDonnell  
Gina Quirk - Francisco  
Dorothy Bobbitt -  
Dorothy Bennett  
Doreen O'Connor  
Wanda Condo

*[Signature]* Linda Bag  
Grady Barthelmy

- 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 layoffs 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 scheduled 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, or fax, or email within twenty-four (24) hours of the employee's receipt of the layoff notice.
- g. University 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 layoff 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.
- 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 a 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.

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 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 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.
- 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.

- 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 that are 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 positions 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

Date:

For Union 5089

Date:

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9-16-16  
BS

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9-16-16

08-10-16 UH Proposal

## SECTION 4.11

### SUBCONTRACTING

Revise second paragraph to state as follows:

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

Lynette M. Grogan  
Wendy Roberts  
Barbara A. Auman  
Lynette Bag  
Shirley S. Smith  
Wanda C. C. C.

*Barbara A. Auman*

For UH

Date:

For HPAE 5089

*[Handwritten signature]*  
7-9-15  
*[Handwritten signature]* 7-9-15

Date:

#### 07-09-15 UH REVISED PROPOSAL

*Note: The agreement herein is limited to the specified changes below. The agreement to these changes is not a withdrawal of any additional proposals by either party which may directly impact this provision.*

#### SECTION 5.03 - WORK SCHEDULES

Revise entire Section to state as follows:

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

**Deleted:** (A) The University will respond in writing to all requests or preferences within fourteen (14) calendar days of submission. ¶ (B)

The Hospital shall post a schedule of not less than four (4) but no greater than six (6) weeks of each employee's assignment not less than two (2) weeks in advance of the start of each schedule. Such schedule shall be maintained until it is superseded by a new schedule or changed by an agreement between the Hospital and the employee concerned. The Hospital reserves the right to change the schedule in case of emergency.

**Deleted:** University

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**Deleted:** University

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

**Deleted:** University

**Deleted:** University

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

*[Handwritten signatures: Cynthia McLaughlin, James Duba-Francisco, Basia Abramson, Yolanda Fatter, Wendy Bobcombi, Cynthia]*

*[Handwritten signatures: Grady Barokley]*

For UH

Date:

For Union

Date:

*[Signature]*  
don't 5089

4/23/15

*[Signature]*

4/23/15

#### 4/23/15 TENTATIVE AGREEMENT

*Note: The agreement herein is limited to the specified changes below. The agreement to these changes is not a withdrawal of any additional proposals by either party which may directly impact this provision.*

#### ARTICLE 5

#### WORK TIME

##### 5.04 Overtime Work: Compensatory Time Off

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

*[Signatures]*  
Lynette Mc Dougall  
Barbara Duran  
Valencia Peters  
Wendy Bobcock  
Gina Ruiz-Francisco  
Grady Bacheley  
Lynette 4.23.15 11:45



For UH

Date:

For HPAE 5089

Date:

*DB*  
*5/25/16*  
*AB 5/25/16*

05-25-16 TENTATIVE AGREEMENT

ARTICLE 5

WORK TIME

Section 5.05 Overtime Work Scheduling- Revise as follows:

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

Deleted: University

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

Deleted: UCHC will agree to follow the New Jersey statute on mandatory overtime, provided that it is able to do so consistent with Department of Corrections rules, regulations and protocols. ¶

Deleted: University

Deleted: University

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

Deleted: University

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

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

Deleted: Lists reflecting the overtime call status of the employees shall be available to the Union. ¶

Deleted: University's

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

Barring personal emergency, an employee scheduled to work overtime is required to notify the the Hospital Staffing Office, or in the case of employees working in the ACC, the nursing office, twelve (12) hours prior to the start of the overtime shift if they are unable to report to

Deleted: University Hospital Nursing Office or in other facilities the designated supervisor

*For UH: M. Fongell*  
*Wendy Bobbitt*  
*Barbara Duran*  
*Lynda De*  
*Grady Barthelme*

*Daniel S. Lee*



work. Failure to call in prior to twelve (12) hours before the start of the overtime shift will make the employee ineligible for voluntary overtime for the next posted schedule. Failure to call in prior to two (2) hours before the start of the overtime shift will be considered a no call/no show absence and the employee shall be subject to discipline.

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

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

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

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

For UH

Date:

For Union

Date:

*[Signature]*  
4/23/15

*[Signature]*  
4/23/15

#### 4/23/15 TENTATIVE AGREEMENT

### ARTICLE 6

#### MONETARY BENEFITS: TIME WORKED

##### Section 6.02, Premium Compensation Rate:

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

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

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

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

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

*[Signatures]*  
Cynthia McDonald  
Barbara Gordon  
Valencia Fator  
Gwendy Sobomeli  
James Ruiz-Francisco  
Grady Barthelmy  
Lynette IAN 4/23/15

For UH

Date:

For HPAE 5089

Date:

VB  
8-18-15

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8-18-15

**07-09-15 UH Counterproposal**

**SECTION 6.03**

**PAY PERIOD**

Replace Section 6.03 in its entirety with the following:

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

Payroll errors will be corrected through direct deposit. Payroll errors will be corrected by direct deposit on the regularly scheduled pay day at the end of the next full payroll period following receipt of proof of the error. However, when it becomes operationally feasible to do so, payroll errors will be corrected through direct deposit as soon within seven (7) business days of receipt of proof of the error.

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

*Lyndee McDougall*  
*Doreen Murphy*  
*Yalender Vato*  
*J. Barthelmy*  
*CDuerm*  
*Wendy Bobcom*  
*James R. Francis*

For UH

Date:

For Local 5089

Date:

*[Signature]*  
9-16-16

*[Signature]*

9-16-16.

## 08-15-16 REVISED OFFER

### SECTION 6.05 CHANGING TIME

Revise Section 6.05 as follows:

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

*[Signature]* Mike Dargatzis  
Marilyn Bobcom  
Barbara Curran  
Lynn Bay  
Wanda Caudle

*[Signature]* Andy Barthelmy  
*[Signature]* Deborah Hunter



For UH

Date:

For Union

Date:

*[Signature]*  
4/23/15  
*[Signature]*  
4/23/15

#### 4/23/15 TENTATIVE AGREEMENT

*Note: The agreement herein is limited to the specified changes below. The agreement to these changes is not a withdrawal of any additional proposals by either party which may directly impact this provision.*

### ARTICLE 7

#### MONETARY BENEFITS: TIME NOT WORKED

Section 7.02, ~~Vacation Amount:~~ *Holiday Entitlement:*

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

If the holiday falls on an employee's day off, he/she shall receive another day off for the holiday. Such day may not be used prior to the date the actual holiday is observed and shall be scheduled within sixty (60) calendar days after the date the actual holiday is observed.

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

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

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For UH

Date:

For Local 5089

Date:

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*7/6/16*

*JS* *7/6/16*

06-07-16 UH Offer

SECTION 7.03

HOLIDAY PAY

Revise First Paragraph to state as follows:

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

*Cynthia McDougall*  
*Parita Wilson*  
*James Quirk-Francisco*  
*Nerdy Sobonh*  
*Wanda Caudle*  
*Lynett By*

*Grady Barthelmy*  
*Shelley*

For UH

Date:

For Local 5089

Date:

05-25-16 TENTATIVE AGREEMENT

SECTION 7.07

VACATION SCHEDULING

Revise Section as follows:

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

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

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

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

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*James McLaughlin*  
*Sandy Bobcom*  
*Brian Curran*  
*Gregory Barthelme*

*Dulciana Kuntz*



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

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

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

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

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

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

Deleted: the Nurse Manager and Director of Patient Care Services

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

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

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

More than one (1) employee per work unit/department and work shift may be scheduled for vacation at one time provided that appropriate coverage for the unit/department is not affected.



Employees are not responsible for providing staff coverage as a basis for the approval of requested vacation time unless the employee's work schedule has already been posted.

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

For UH

Date:

For HPAE 5089

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# 09-16-16 UH REVISED PROPOSAL

## FMLA LEAVE

Revise Sections 7.08, 7.10, 8.01 and 8.02 as follows:

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

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

Regular employees, 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.

Paid sick time can be used up to thirty four (34) weeks. Once either sick time is used or thirty four (34) weeks expire, an employee may then apply for up to an eighteen (18) week unpaid medical leave of absence. An employee who has applied for medical leave after the expiration of thirty four (34) weeks of paid sick time will be able to use any remaining sick time accruals to be paid during the medical leave of absence. 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, 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.

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:

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Mathias McDaniel  
Wendy Roberson  
Barbara Vernon  
Cynthia Bag

Grady Barthelmy  
Wanda Coughlin  
Dulaine Hunt

- 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 ~~Campus~~ Human Resource Director 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.

. Sick leave accruals are cumulative from one year to the next

Per ~~University~~ **Hospital** policy, an employee can use up to ten (10) sick days to take care of a seriously ill family member.

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

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

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

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

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

~~A short period of emergency attendance upon a member of the employee's immediate family who is seriously ill and requiring the presence of such employee may be granted in accordance with University policy and the Family Leave Act.~~

Regular Part Time employees will receive prorated benefit.

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## 8. LEAVES OF ABSENCE

### 8.01 Basis and Amount:

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

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## 8.02 Procedure:

### (A) Medical/FMLA Leave:

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

~~Except for reasons of health and safety or inability to perform the job, a pregnant employee shall be permitted to work. Medical leaves of absence due to maternity shall be treated the same as other medical leaves.~~

~~A medical leave shall be granted upon presentation of a letter to Human Resources from the employee's personal physician which must state when the employee's inability to work commenced, nature of the illness or injury and expected date the employee will be able to return to work. The University Hospital may, at its cost, have the employee requesting a medical leave examined by a physician of the University's Hospital's choosing as a condition of granting, continuing or extending a medical leave of absence.~~

~~FMLA leave shall be administered in accordance with University Hospital policy.~~

~~Upon return from leave, the employee must present to Human Resources documentation from the employee's personal physician indicating the date the employee has been cleared to return to work, and that the employee is able to return to work without restriction.~~

### (B) Military Leave:

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

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(C) Workers' Compensation: (Note: UH Proposal on this sub-section still open)

Effective January 1, 1997, a bargaining unit member who becomes disabled due to a job related injury shall, if approved by Risk and Claims management, be granted a leave of absence. Payment during such leave will be made in accordance with the New Jersey Worker's Compensation Act, except that in cases where the physical injury arises in and out of the course of the performance of assigned job duties and functions, payment will be seventy (70%) per cent of salary.

If such leave is not approved by Risk and Claims management, application may be made by the bargaining unit member to use sick leave, if available, and then application may be made for a medical leave of absence under University Hospital policy.

(D) Personal Leave:

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

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

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

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

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(E) Return from Leave:

1. Medical/FMLA:

~~The University shall place an employee returning from an unpaid leave of six (6) months or less in his/her prior position. An employee who fails to return from Medical/FMLA leave within five (5) days from their scheduled date of return and without securing requesting permission from his/her supervisor/Human Resources to extend such leave, shall may be subject to discharged.~~

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

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

2. Military, Academic, and Personal Leave

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

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For HPAE 5089

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Barthelmy error

Date:

08-18-15 UH Counteroffer to UH Substantive Proposal #16

ARTICLE 7

MONETARY BENEFITS: TIME NOT WORKED

Section 7.13 Court Appearances

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

Lynette McDougall  
James Ruiz-Francisco  
Wendy Salazar -  
1/10/16  
415402  
J. Barthelmy

For UH

Date:

For Local 5089

Date:

*[Signature]*  
9-16-16

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9-16-16

05-25-16 UH Offer

SECTION 8.02 (C)

WORKERS COMPENSATION

Delete existing Section and replace with the following:

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

*[Signature]*  
Wanda C. [unclear]  
Barbara [unclear]  
Wanda C. [unclear]

*[Signature]*  
Trudy Barthelmy  
Darleen [unclear]

- f. If additional leave is required, beyond twelve (12) weeks, as documented by the authorized Worker's Compensation treating physician, thru Hospital Risk Management, payment will be made in accordance with New Jersey Worker's Compensation Act.
- 4. If an employee is not approved by the Hospital Risk Management for leave of absence, application may be made for leave under the Hospital's FMLA policy. The terms of the leave shall be governed by the Hospital's FMLA policy.

For UH

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For Union 5089

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9-16-16



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9-16-16

## 09-07-16 UH Proposal

### SECTION 10.02

#### RESIGNATION


Revise second sentence of First Paragraph of Section 10.02 to state as follows:

Staff who resign and provide the 21 days' written notice will be entitled to all accrued but unused vacation time, less any sick time advanced but not accrued. Staff that resign and fail to provide the 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 100% of their accrued but unused vacation time, less any sick time advanced but not accrued;
- Staff that resign and provide at least 14 days, but less than 21 days' notice shall be entitled to 75% of their accrued but unused vacation time, less any sick time advanced but not accrued;
- Staff that resign and provide at least 7 days, but less than 14 days' notice shall be entitled to 50% of their accrued but unused vacation time, less any sick time advanced but not accrued;
- Staff that resign and provide at least 3 days, but less than 7 days' notice shall be entitled to 25% of their accrued but unused vacation time, less any sick time advanced but not accrued;

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Wendy Becerra  
Diana Duran  
Wanda Cougle

  
Grady Barthelmy  
Daleana Miller



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 21 days' written notice shall be entitled to 100% 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.

For UH

Date:

For Local 5089

Date:

*JB*  
9-30-16

*JB*  
9-30-16

## 09-30-16 REVISED OFFER

### SECTION 10.03

### SHIFT DIFFERENTIAL

Add sentence to end of Section 10.03 as follows:

Employees hired on or after 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.

*Jefferson M. Dargatzis*  
*Wendy Bobenick*  
*James Quirk-Francis*  
*Barbara Duran*  
*Lyn Doy*

*Andy Barthel*  
*Wanda Conkle*  
*Daleen Miller*

For UH

Date:

For Local 5089

Date:

*[Handwritten signatures and date 3/25/16]*

*Note: The agreement to these changes is not a withdrawal of any additional proposals, including those seeking additional increases to the APN certification pay, by either party which may directly impact this provision.*

#### 05-25-16 TENTATIVE AGREEMENT

##### SECTION 10.05(D)

##### EDUCATION DIFFERENTIAL

Revise Section D to state as follows:

(A) Effective January 1, 2007 the certification differential will be paid on a bi-weekly basis at the rate of one dollar and thirty-five cents (\$1.35) per hour. Effective January 1, 2008, the certification differential will be increased to one dollar and seventy-five cents (\$1.75) per hour.

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.

In each year paid, 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.

(B) Effective January 1, 2007 Full Time and Part Time employees with a Bachelor's Degree in Nursing (BSN) from an accredited school will receive additional compensation of sixty cents (\$.60) per hour.

*[Handwritten signatures: Cynthia McDaniel, Wendy Bobcombe, Denise Curran, Lynette Day, J. Barthelmy, Rv]*

*[Handwritten signature: Darlene Hill]*

Effective January 1, 2008 the BSN compensation shall be eighty cents (\$.80) per hour.

Effective January 1, 2007 Full Time and Part Time employees with a Master's Degree in Nursing (MSN, MA, Ed.M) from an accredited school will receive additional compensation of eighty cents (\$.80) per hour.

Effective January 1, 2008 the Masters differential shall be one dollar (\$1.00) per hour.

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

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

(D) Effective upon ratification, should an APN or CRNA be certified in a specialty practice that is not required under his/her profession, job title or license, the APN or CRNA shall be eligible for certification pay. It is understood that an employee may only be entitled to receive payment for one (1) certification per year.

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

APNs must provide proof of certification to the Human Resources Department by each November 1. Any APN entitled to certification pay under this Article shall receive a lump sum payment no later than the second paycheck of December of each year. A full-time APN who qualifies for the certification pay described herein shall receive a lump sum payment of three thousand dollars (\$3,000.00). 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).

**Deleted:** two thousand five hundred dollars (\$2,500).

**Deleted:** one thousand two hundred and fifty dollars (\$1,250)

**Deleted:** Effective July 1, 2007 the payment will be increased to three thousand dollars (\$3,000) for full-time APNs and fifteen hundred dollars (\$1,500) for part-time APNs.

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.



For UH

Date:

For Union 5089

Date:

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07-09-15 TENTATIVE AGREEMENT

SECTION 10.07(A)

ON CALL

*Note: The agreement herein is limited to the specified changes below. The agreement to these changes is not a withdrawal of any additional proposals by either party which may directly impact this provision.*

Revise Section A to state as follows:

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.

**Deleted:** \$6.50 per hour - Advanced Practice Nurses ¶

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*Cynthia McDougall*  
*James Rubio-Francisco*  
*Barbara Sypson*  
*Valencia Patten*  
*Wendy Sobomle*  
*[Signature]*  
*Darlene Stewart*  
*Grady Barthelmy*

For UH

Date:

For Union 5089

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9-30-16  
9-30-16

09-30-16 UH Revised Proposal

#### SECTION 10.08

##### Tuition Reimbursement

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Revise entire Section to state as follows:

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

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

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

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Lynette M. Duggan  
Mendy Bobanich  
Quana Quin-Francoise  
Daxeta Garrison  
Lyndee

Grady Bartheling  
Wendy Campbell  
Dakota Hays

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

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

**Deleted:** The University Hospital will reimburse one hundred per cent (100%) of tuition costs annually for courses completed with a grade of "C" or better at a UMDNJ School of Nursing, up to a maximum of seven thousand dollars (\$7,000) for Full Time employees, and three thousand five hundred dollars (\$3,500) for Part Time employees. ¶  
A bargaining unit member cannot be reimbursed simultaneously for non-UMDNJ School of Nursing courses as well as for UMDNJ School of Nursing courses. ¶  
Therefore, each calendar year, a selection must be made by the employee to accept reimbursement for either non-UMDNJ School of Nursing courses or UMDNJ School of Nursing courses. ¶

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*9-30-16*

09-30-16 UH Revised Proposal

**SECTION 10.11**

**FLOATING**

Revise Section to state as follows:

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

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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:

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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.

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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

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*Lynette M. Douglas*  
*Wendy Bobbitt*  
*James Quirk - Francisco*  
*Bonita Durden*

*Lynne Boes*  
*Grady Barthelmy*  
*Wanda Campbell*  
*Darlene Harris*



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 more than five (5) shifts during the previous quarter, the floated nurse will receive a differential of three dollars (\$3.00) per hour for all additional hours floated.

**Deleted:** During the term of this contract, the University Hospital will use its best efforts to minimize floating on an interim basis during the work shift. ¶

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 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 dollar (\$3.00) per hour differential for being floated more than five (5) shifts in a quarter set forth in the paragraph above.

In Newark (Sections 1 through 11)

1. EMERGENCY DEPARTMENT/~~TAA~~/FLIGHT NURSES/EMS NURSES
2. RADIOLOGY/NEURO INTERVENTIONAL, CARDIAC CATH LAB/~~TRANSCARE & ANGIOGRAPHY~~
3. I-YELLOW 1, I-YELLOW 2, PROGRESSIVE CARE UNITS (PCU) (with the exception of Pediatric Step-Down), CARDIAC CATH LAB/~~TRANSCARE~~, 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, D-GREEN, I-BLUE (~~general care~~), RENAL DIALYSIS
6. F-GREEN/FNN, L & D, ~~FNN~~
7. F-BLUE, PEDS ICU/PEDS STEP DOWN
8. FICN, PEDS ICU/STEP DOWN, FIN
9. All AMBULATORY CARE SERVICES,
10. G-YELLOW, ~~UBHC NEWARK~~
11. NEW JERSEY MEDICAL SCHOOL
12. ~~UBHC NEW BRUNSWICK AND PISCATAWAY~~

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13. ROBERT WOOD JOHNSON MEDICAL SCHOOL
14. CANCER INSTITUTE of NEW JERSEY
15. CAMDEN/STRATFORD
16. UNIVERSITY CORRECTIONAL HEALTH CARE-UCHC:

- A. New Jersey State Prison
- B. Northern State Prison
- C. Edna Mahon Women's Correctional Facility
- D. Southwoods State Prison

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.

Deleted: \* Within thirty (30) days of ratification, the already existing sub-committee on Ambulatory Care Services will reconvene to study the issues of floating and staffing in Ambulatory Care Services on the Newark Campus. If appropriate, within sixty (60) days thereafter, the sub-committee will make recommendations to the Staffing Advisory Council. ¶

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

#### **(B) Float Section Designation.**

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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.

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#### **(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

Date:

For HPAE 5089

*[Signature]*  
9-22-15  
*[Signature]* 9-22-15

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Date:

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

## 7-15 TENTATIVE AGREEMENT UH SUBSTANTIVE PROPOSAL #26

### ARTICLE 10

#### MONETARY BENEFITS MISCELLANEOUS

##### 10.11 Floating:

(A) The University 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 University 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.

*[Signature]* McAnisell  
James Ruiz-Francisco  
Wendy Spence  
Valencia Foster

*[Signature]* Grady Bailey  
*[Signature]* [illegible]



3. Agency personnel assigned.
4. Per diem, then overtime staff will be assigned.
5. Finally, the University-Hospital may assign employees on a rotation basis, with the least senior employee floating first.

The University-Hospital will use its best efforts to assure that the floating of staff will be done on an equitable basis. To do so, the University-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.

During the term of this contract, the University-Hospital will use its best efforts to minimize floating on an interim basis during the work shift.

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

A differential of three dollars (\$3.00) per hour will be paid to a full-time and/or part-time employee who is assigned to a 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 dollar (\$3.00) per hour differential for being floated more than five (5) shifts in a quarter set forth in the paragraph above.

In Newark (Sections 1 through 11)

1. EMERGENCY DEPARTMENT/TAA/FLIGHT NURSES/EMS NURSES
2. RADIOLOGY/NEURO INTERVENTIONAL, CARDIAC CATH LAB/TRANSCARE & ANGIOGRAPHY
3. I-YELLOW 1, I-YELLOW 2, PROGRESSIVE CARE UNITS (PCU) (with the exception of Pediatric Step-Down), CARDIAC CATH LAB/TRANSCARE, CTICU, SICU, NICU, FLIGHT NURSES
4. OR, SAME DAY SURGERY (UH & DOG), SPECIAL PROCEDURES, E-YELLOW, PACU



5. H-YELLOW, H-GREEN, H-BLUE, G-BLUE, F-YELLOW, E-BLUE, D-GREEN, I-BLUE (general care), RENAL DIALYSIS
6. F-GREEN, L & D, FNN
7. F-BLUE, PEDS STEP DOWN
8. FICN, PEDS ICU/STEP DOWN, FIN
9. All AMBULATORY CARE SERVICES\*
10. G-YELLOW, UBHC NEWARK
11. NEW JERSEY MEDICAL SCHOOL
12. UBHC-NEW BRUNSWICK AND PISCATAWAY
13. ROBERT WOOD JOHNSON MEDICAL SCHOOL
14. CANCER INSTITUTE of NEW JERSEY
15. CAMDEN/STRATFORD
16. UNIVERSITY CORRECTIONAL HEALTH CARE-UCHC.
  - A. New Jersey State Prison
  - B. Northern State Prison
  - C. Edna Mahon Women's Correctional Facility
  - D. Southwoods State Prison

~~\* Within thirty (30) days of ratification, the already existing sub-committee on Ambulatory Care Services will reconvene to study the issues of floating and staffing in Ambulatory Care Services on the Newark Campus. If appropriate, within sixty (60) days thereafter, the sub-committee will make recommendations to the Staffing Advisory Council.~~

Employees 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. Employees 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 employee's hourly regular rate of pay.

If an employee is qualified and is assigned to work in a float section other than the float hired, he/she shall receive a differential of seven dollars (\$7.00) per hour for all hours worked

outside of his/her float section (e.g. float section is the emergency department (pediatrics) and an employee floats/works in the pediatric step down unit).

**(B) Float Section Designation.**

The University 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 University 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

Date:

For Union 5089

Date:

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7-9-15

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7-9-15

7/9/15 UH COUNTERPROPOSAL - UH SUBSTANTIVE PROPOSAL #25

Section 11.01 - Health Examination

Revise Section to state as follows:

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

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

**Deleted:** The University will provide to each member of the bargaining unit a physical examination at the time of employment. Thereafter, an examination will be provided if required by the appropriate accrediting authority, by the University, or by Statute.†

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*Lynthus McVongall*  
*James Ruiz-Francisco*  
*Barbara Garrison*  
*Yolanda Pardo*  
*Wendy Bobson*  
*Dulciana Hewitt*  
*Lyn Dyer*  
*Grady Baethke*

For UH

Date:

For HPAE 5089

*[Signature]*  
8-18-15

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Date:

8-18-15

## 7-15 TENTATIVE AGREEMENT

### ARTICLE 11

#### HEALTH AND SAFETY

##### Section 11.02 Employer Obligation

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

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

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

*[Signature]* McDougall  
*[Signature]* Sandra McDougall  
*[Signature]* Yolanda Pat  
*[Signature]* James R. Thomas

*[Signature]* J. Barthelmy  
*[Signature]* C. Bag  
*[Signature]* Wendy Bobcom



The ~~University-Hospital~~ and HP&E agree, upon request of either party, to discuss problems concerning health and safety in the ~~monthly~~ Labor/Management meetings held pursuant Section 3.04. Any recommendations concerning improvement or modification of conditions regarding health and safety shall be reported to the ~~University's~~ Hospital's Safety Committee.

For UH

Date:

For Local 5089

Date:

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9-16-16  
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9-16-16

**09-16-16 REVISED OFFER**

**SECTION 11.04**

**EXTENDED TREATMENT AREA**

Add new Section 11.04 as follows:

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

*[Handwritten signatures]*  
Lynette McDonald  
Wendy Bobson  
Barbara Serrano  
Lynne Day

*[Handwritten signatures]*  
Grady Barthelmy  
Wanda Caudle  
Darlene Hunter

For UH

Date:

For Local 5089

Date:

*DL*  
*9-30-16*  
*LB*  
*9-30-16*

09-26-16 UH Revised Offer2

#### SECTION 11.05

#### INCLEMENT WEATHER EMERGENCIES

Add new Section 11.05 as follows:

1. The President and CEO of the Hospital, or his/her designee, has the option, in his/her sole discretion, to declare an "Inclement Weather Emergency". An Inclement Weather Emergency day would generally be declared on days of extreme inclement weather or other days where serious emergencies occur. The decision to declare an "Inclement Weather Emergency" will be announced on the Hospital's intranet page, on the Inclement Weather Hotline (telephone), and/or by any other reasonable means of communication. Once so announced, it is presumed that all employees are aware of the determination. Announcements of closing or "state of emergency" by any federal, state or local governmental agency will not pertain to University Hospital.
2. Employees will be assigned at the sole discretion of the Hospital as either:
  - a. Category Red employees – those employees whose presence the Hospital has determined as necessary to the provision of safe, effective and efficient services.
  - b. Category Blue employees – those employees whom the Hospital has determined may be absent for a limited period of time without impacting critical services to patients and the community
3. The determination as to which Category employees are assigned shall be made by the applicable department, in the sole discretion of the department. Employees shall be advised of their assigned Category in writing, and will sign an acknowledgment of receipt of the assignment information. This acknowledgment will be forwarded to Human Resources by the department for inclusion in the employee's personnel file. If an employee is not so advised in writing, the employee shall default to Category Red. When the department deems it necessary to change the designation, it must advise the employee of the change and obtain a revised signed acknowledgement from the employee, which shall be promptly forwarded to Human Resources.

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*Lynette McDougall*  
*Marilyn Sobonle*  
*Quinn Quirk-Francoise*  
*Barbara Curran*  
*Cynthia Bay*

*Wanda Conkle*  
*Darlene Keavilly*



4. If the Hospital declares an Inclement Weather Emergency, non-exempt Category Red employees will be paid as follows:
- a. Employees who arrive for their assigned shifts on time will be paid a differential of 20% of their regular rate of pay for all hours worked.
  - b. Employees that are already working at the time that the Inclement Weather Emergency begins shall be paid a differential of 20% of their regular rate for all hours continuously worked following the time that the Hospital established as the start time for the Inclement Weather Emergency.
  - c. Employees that were not scheduled to work during an Inclement Weather Emergency, but who nevertheless come to work voluntarily at the request of management, shall be paid a differential of 20% of their regular rate for all hours continuously worked following the time that the Hospital established as the start time for the Inclement Weather Emergency.
  - d. Employees who report up to two (2) hours late for their assigned shift shall be paid their regular rate of pay for all hours worked and will be paid for the time, up to two hours, they were late. Employees must adhere to the department's call in procedure regarding lateness.
  - e. Employees who report for their assigned shift more than two hours late will be paid their regular rate of pay for hours actually worked only. Employees must adhere to the department's call in procedure regarding lateness.
5. If the Hospital declares an Inclement Weather Emergency, exempt Category Red employees will not be paid additional compensation for working during the Inclement Weather Emergency, but may, at the discretion of management, be provided compensatory time. If a Category Red exempt employee does not come to work at all on a declared Inclement Weather Emergency, he/she will be salary deleted for the assigned shift missed and the absence may also be counted in accordance with the Attendance Control Policy at the discretion of management. However, the Department Head may advise a Category Red employee in writing (which includes an e-mail) that the employee does not need to come to work that day, in which case, the employee may utilize Float Holiday time or accrued vacation time in order to be paid for the shift not worked during the Inclement Weather Emergency.
6. Except as provided in Paragraph 5 above, Category Red non-exempt and exempt employees may not use Float Holiday time, Compensatory time, or Vacation time on any day that is declared an Inclement Weather Emergency, unless the time off was approved prior to the declaration.

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7. Category Blue exempt and non-exempt employees will not report to work on a declared Inclement Weather Emergency. Category Blue exempt and non-exempt employees will utilize Float Holiday time or accrued vacation time in order to be paid for the shift not worked during an Inclement Weather Emergency, or they will be salary deleted if there is no such time available to them. To the extent that a Category Blue employee is already working at the time that an Inclement Weather Emergency is declared and is directed to go home by management before the completion of their shift, the Category Blue employee shall suffer no loss of pay as a result of management's determination to send them home.
8. All Category Red staff that is on duty at the time when an Inclement Weather Emergency is declared must remain on duty until management authorizes the employee to leave. In no case, however, will management mandate an employee to work more than 16 consecutive hours without a significant rest break (4 hours minimum). The rest break will be unpaid and not count as time worked.
9. The Hospital maintains the right to require a Category Blue employee to report to work if management determines they are needed in order to provide safe and effective patient care. In those cases, they will be treated as a Category Red employee for that instance.
10. To the extent operationally feasible, the Hospital shall provide reasonable and safe accommodations for employees to sleep over at the Hospital before an anticipated Inclement Weather Emergency or following their shift that occurred during a declared Inclement Weather Emergency.
11. The Hospital shall provide either a meal or a voucher for a meal to any employee working or resting at the Hospital for all meals that occur during the Inclement Weather Emergency.

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For HPAE 5089

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07-26-16 UH Revised Offer 2

**SECTION 14.01**

**DISCIPLINE**

Revise Section 14.01 to state as follows:

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). Employer's judgment as to the adequacy of the probationary employee's performance during the probationary 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.

*[Handwritten signatures: Cynthia M. Duggan, James Quirk, Francisco, Wendy Bobbitt, Barbara Lewis, Sarah Arnold]*

*[Handwritten signatures: Wanda Canale, Grady Barthelmy]*

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 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. 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. 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. The Union has the right to challenge disciplinary suspensions without pay for 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 2 shifts or less:
  - a. The Step 2 hearing will be held as soon as practicable, but no later than 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 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. 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.



For UH

Date:

For HPAE 5089

Date:

*TS*  
*7-26-16*  
*JS* *7/26/16*

07-14-16 UH Revised Offer

## SECTION 14.02

### GRIEVANCE PROCEDURE

Revise Section 14.02 to state as follows:

#### **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 terms or 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.

The Department Head shall render a written decision ("Step 1 Decision") within 10 calendar days of receipt of the written grievance. A copy of the Step 1 Decision will be provided to the Union president and the grievant(s).

**Step 2:** If the Union is not satisfied with the Step 1 Decision, it may submit the grievance to Step 2, in writing, 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.

*Anthony Mc Donnell*  
*Thomas Quin - Francisco*  
*Wendy Seaborn*

*Barbara Thomas*  
*Barbara Thomas*  
*Wanda Conde*  
*Conde*

*Judy Bartel*

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 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 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 suspensions of 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 24 hours), written warning in lieu of a suspension of more than 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 these procedures.
- D. Bifurcation:** Absent an 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 messages 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 University Hospital requires an employee to attend the Step 2 meeting or arbitration hearing as a witness, University Hospital shall pay the employee at his or her regular wage rate for the time spent at the meeting or hearing.



For UH

Date:

For HPAE 5089

Date:

*DB*  
*9-30-16*  
*DB*  
*9-30-16*

09-30-16 UH Revised Counter-Offer

### ARTICLE 15

#### NON-DISCRIMINATION

Neither the Hospital nor the Union will discriminate against any staff member or applicant for employment, in any matter relating to employment because of race, religion, creed, color, national origin, ancestry, age, marital status, civil union status, domestic partnership status, affectional or sexual orientation, genetic information, pregnancy, sex, gender identity or expression, disability or atypical hereditary cellular or blood trait of any individual, or because of the liability for service in the Armed Forces of the United States or the nationality of any individual, or because of the refusal to submit to a genetic test or make available the results of a genetic test to an employer or for any other reason prohibited by applicable State and/or Federal law.

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

*Anthony McDonnell*  
*Wendy Bobcane*  
*Janet Quire - Francisca*  
*Barbara Anderson*  
*Lynette*

*Grady Barthel*  
*Wanda Boyce*  
*Darius Henry*



For UH

Date:

For HPAE 5089

Date:

*[Signature]*  
9-16-16

*[Signature]*

9-16-16.

09-16-16 UH Revised Offer

### CRIMINAL BACKGROUND CHECKS

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

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

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

*[Signature]* McDougall  
*[Signature]* Bobson  
*[Signature]* Barakat  
*[Signature]* Boez

*[Signature]* Barthelmy  
*[Signature]* Conley  
*[Signature]* Duleast

For UH

Date:

For Local 5089

Date:

*DB*  
*7-26-16*  
*DB*  
*7/26/16*

**07-26-16 REVISED OFFER**

**DRUG AND ALCOHOL TESTING**

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

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

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

*Cynthia M. Douglas*  
*James Quirk - Francisco*  
*Brenda Sobers*  
*Dallas Hunt*  
*Sarah Warden*

*Cynthia Bray*  
*Wendy Shirley Conde*  
*Grady Barthelmy*

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

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

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

Section 5. All drug and alcohol testing shall be conducted only by a certified laboratory. The Hospital will request split specimen testing for all drug and alcohol tests pursuant to this Article. The laboratory's inability to perform a split specimen test based on an insufficient sample shall have no effect on the Hospital's ability to take disciplinary action. Screening shall test for presence of alcohol, amphetamines, THC, cocaine, opiates, phencyclidine, barbiturates, benzodiazepines, methaqualone, methadone, propoxyphene, hallucinogens, inhalants, anabolic steroids,



hydrocodone and MDMA. No other substances will be tested for and no other tests shall be run on the employees' samples. Any actionable positive result must be reviewed and verified by an individual that has been trained to interpret and evaluate drug and alcohol test results and an individual's medical history and other relevant biomedical information.

Section 6. The Hospital shall provide an opportunity for assistance to employees having a drug/alcohol problem that the employee voluntarily discloses. Any employee that voluntarily discloses a drug/alcohol dependency problem to the Hospital, prior to notification that a screening test is to be administered, shall be provided an unpaid leave of absence for drug/alcohol rehabilitation. The employee may use any paid leave that he or she has available. If the employee does not use paid leave, the leave of absence shall be without pay. Upon proof of successful completion of a rehabilitation program, the Hospital will reinstate the employee to an equivalent position in the same job title and at the same base pay as the position held by the employee prior to the leave of absence. Upon being reinstated, the employee shall be subject to random drug/alcohol screening for a period of two (2) years from the date of reinstatement. The decision to conduct a random drug/alcohol screening shall only be made by the Chief Human Resources Officer or designee. Should such employee subsequently test positive to a drug/alcohol screening test, the employee may be disciplined up to and including termination, at the Hospital's sole discretion. The provisions of this Section shall be subject to the following:

- a. No employee may utilize the provisions providing for the opportunity for assistance, as set forth above, more than once during their employment with the Hospital, unless required by applicable law;



- b. The fact that an employee voluntarily discloses a drug/alcohol dependency problem to the Hospital does not preclude the Hospital from disciplining the employee for events that led up to the voluntary disclosure if the employee's actions were in violation of Hospital rules, policies or procedures;
- c. Any leave pursuant to this Section shall run concurrently with FMLA Leave, if applicable;
- d. The maximum length of any leave of absence that will be provided to any employee under this Section shall be six (6) months, except where the employee is using their own accrued leave time from the outset of the leave of absence, in which case the employee will be permitted to take a paid leave of absence 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.
- e. An employee that is on a leave of absence pursuant to this Section shall provide written documentation, which provides an update on their status of their ability to return to work, every 30 days following the first day of such leave of absence. The written documentation must be from the facility where the employee is receiving treatment/counseling for his or her drug/alcohol dependency problem. An employee that fails to timely provide this documentation shall be subject to discipline up to and including termination.

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

For UH

Date:

For Union

Date:

Local  
5089

*[Signature]*  
4-23/15

*[Signature]*  
4/23/15

#### 4/23/15 TENTATIVE AGREEMENT

#### APPENDIX D

#### LIST OF UNIVERSITY OPERATING UNITS AND UNIVERSITY HOSPITAL DIVISIONS

For the purpose of Article 4.09, "Operating Units" are defined as follows:

Newark Campus  
New Jersey Dental School  
New Jersey Medical School  
School of Nursing  
University Behavioral Health Care  
University Hospital  
Piscataway  
Robert Wood Johnson Medical School (inclusive of CINJ)  
University Behavioral HealthCare (exclusive of UCHC)  
Stratford  
School of Osteopathic Medicine  
School of Nursing  
University Behavioral HealthCare

For the purpose of Layoff, University Correctional Health Care (UCHC) will be considered one campus.

For the purpose of Article 4.09, "University Hospital Divisions" are as follows:

Ambulatory Care  
Cardiac Services  
Critical Care  
Emergency Services  
Family Health Services  
Perioperative Services  
Medical/Surgical

*[Signatures]*  
Gina M. [unclear]  
Barbara [unclear]  
Gloria [unclear]  
Wendy [unclear]  
James [unclear] - Francisco  
Gina [unclear]  
Gina [unclear]  
Gina [unclear]  
4-23-15 11:40 AM

For UH

Date:

For HPAE 5089

Date:

*JS*  
*10-14-16*  
*JS*  
*10-14-16*

**10-14-16 UH Counter-Offer**

**SIDE LETTER**

**MARKET ANALYSIS**

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.

*Lipthia McDougall*  
*Wendy Bobcomle*  
*Darlene Surrax*  
*James Quirk - Treasurer*

*Cyris By*  
*Emily Parthel*

*Wanda Gault*  
*Darlene Surrax*