

Local 5142 2018 Contract Summary What We Won

Contract Highlights:

- 3% Across the Board Wage Increase
- A contractually required Staffing Committee that will work with the Hospital to address staffing issues and hold CHA accountable to their commitments
- A grievance and arbitration procedure that gives us the power to fight contract violations and unfair disciplines, and bring disputes to an independent arbitrator
- Language that forbids management from floating members to a unit that they are not trained for, and ensures an equitable process through a float rotation.
- Health Insurance language that ensure substantially equivalent health insurance
- Low census language that provides a fair process for changes in assignment in case of low census, and allows members to use PTO in cases of cancellation
- Layoff and recall language that ensures a fair process for any potential future layoffs

List of Agreements by Contract Section:

Article 1 – Recognition

1.1 – Specifies which employees are in the union.

Article 2 – Employee Classifications – Defines the classification of employees within the bargaining unit.

Article 3 – Union Membership and Check-off

3.1 – Requires all employees in the bargaining unit to pay dues or fair share fees

3.2 – Sets the timeframe for new or returning members to become union members

3.3 - Protects members from coercion in their choice of dues or fair share fees

3.4 – Dues (1.25 of salary) will be taken out via payroll deduction

3.5 – Gives our Union 90 days to correct information to correct issues with deductions

3.6 – Removes any responsibility of the employer for union dues or fees

3.7 – Spells out when union deductions should cease

3.8 – Requires the employer to give on member rates of pay, contact info etc. monthly.

3.9 – COPE Check-off – allows for voluntary deductions into the Committee on Political Education, which helps us win strong contracts.

Article 4 – Union Activity and Access

4.1 – Defines access of Union rep to the hospital facility

4.2 – Requires the hospital to recognize the Local Executive Board and Union Reps, no loss of pay for Reps who attend mutually scheduled meetings

4.3 – Requires maintenance of a Union bulletin board and defines where it is to be placed.

4.4 – Allows 30 minutes for Union orientation during the new hire process.

Article 5 – Joint Committees

- 5.1 – Establishes a Labor Management Committee of three members from each side to discuss issues related to enforcement of the contract
- 5.2 – Establishes a Staffing Committee described in the highlights
- 5.3 – Establishes other legally mandated committees (violence prevention, health and safety)
- 5.4 – Allows for time off and no loss of pay for committee attendance
- 5.5 – Mandates that committees are not a substitute for the grievance and arbitration procedure.

Article 6 – Probationary Period

- 6.1 – Establishes 90 timeline for probation
- 6.2 – Creates a one month timeline for management to extend probation
- 6.3 – Allows for dismissal during probation without access to the grievance and arbitration procedure
- 6.4 – Allows members to accrue time during probationary period

Article 7 – Non-Discrimination – Mandates no discrimination for Union membership

Article 8 – Management Rights - Except where limited by the contract, lists rights retained by the Employer

Article 9 – Job Postings

- 9.1 - Requires posting of all bargaining unit positions and spells out requirement for posting
- 9.2 – Ensures an interview for all members who submit a timely application
- 9.3 – Enumerates the criteria for determining transfers, promotions or filling of positions for bargaining unit employees
- 9.4 – Determines the selection process for transfers, promotions and filling of positions
- 9.5 – Provides that members can transfer back to prior positions (if available) or bid for another position within 30 days

Article 10 – Staffing – Establishes managements agreement that there should be appropriate staff on each unit

Article 11 – Low Census

11.1 – Establishes an order for reassignment or cancelations in the case of low census that protects members

11.2 – Allows members to use PTO in the event that they are canceled

Article 12 – Floating

12.1 – Defines floating

12.2 – Mandates that members must be properly trained for any unit that they are mandated to float to

Article 13 – Nurse Orientation – Allows the Department Director to determine orientation for newly hired or transferring nurses.

Article 14 – Personnel File – Allows members to schedule a time to review their personnel file

Article 15 – Hours of Work and Overtime

15.1 – Defines the workweek

15.2 – Defines lunch and break periods (15 min paid break, 30 min unpaid lunch

15.3 – Mandates the posting of a 6 week schedule 7 days in advance, and mandates how changes should be made to schedules

15.4 – Allows self-scheduling to continue in departments where it currently exists

15.5 – Mandates overtime for nurses who work in excess of 40 hours in a week

15.6 – Requires manager approval for overtime in non-emergency situations. Approval cannot be unreasonably denied.

Section 16 – Seniority, Layoff and Recall

16.1 – Defines bargaining unit seniority as length of time with employer

16.2 – Defines unit seniority as length of time in a unit or department

16.3 – Defines how accrual is done

16.4 – Defines when seniority is terminated

16.5 – Defines how potentially layoffs would occur that protects seniority

16.6 – Allows nurses fill other positions or bump less senior members upon layoff

16.7 – Allows laid-off members to be placed on a recall list

Article 17 – Wages

17.1 – Sets 3% wage increases and establishes wages for per-diem and weekend nurses

17.2 – Establishes 10% differential for evening and 14% differential for nights

17.3 – Establishes \$3.00 differential for on call

17.4 – Establishes \$2.00 Charge Nurse differential

17.5 – Establishes \$2.00 float differential

17.6 – Establish right of management to make market wage increases based on certain criteria

17.7 – Mandates managements continuation of direct deposit

Article 18 – Benefits

18.1 – Mandates that management provide the same health coverage as nonmembers and bargain an potential changes to the plan

18.2 – Places a 10% cap on any premium increases over the life of the contract

Article 19 – PTO

19.1 – Requires maintenance of existing time off benefits during changeover to PTO

19.2 – Defines the process for granting time off requests and ensures complice with positive aspects of the NJ paid sick leave law

19.3 – Mandates that any changes in benefits must be bargained with our Union

Article 20 – Leaves of Absence

20.1 – Solidifies current leave policies

20.2 – Allows for one year of leave for members to take positions with HPAE

Article 21 – No Strike/No lockout – Requires that there be no strikes and no employer lock outs during the life of the contract and enumerates how this policy is to be enforced.

Article 22 – Successors and Subcontracting

22.1 – Ensures continuation of contract terms in the case of bankruptcy or receivership

22.2 – Ensures continuation of the contract in the case of hospital sale

22.3 – Mandates that the Hospital notify our Union within 60 days of any proposed change of ownership

22.4 Mandates that subcontracting will not result in layoffs

Article 23 – Safety and Health – Mandates that the Hospital comply with all laws at it pertains to the health and safety of it's employees

Article 24 – Grievance and Arbitration - Process for employees/Union to file complaints. Meetings held with management first and then violations could be heard by an independent arbitrator

Article 25 – Discipline – Mandates that disciplines must be for “just cause.” There are established criteria for “just cause” discipline that protect members

Article 26 – Resignations – Spells out the process for member resignations, including a 2 week advance notice period

Article 27 – Certifications – Mandates that the hospital continue to provide certifications and that members are paid for all hours of attendance for certification classes

Article 28 – Clinical Ladder – Allows the hospital to establish a clinical ladder during the life of the agreement

Article 29 – Preceptor Training – Mandates that parties will meet after 180 days of ratification to discuss the possibility of creating s preceptor training program

Article 30 – Allows that the contract will remain enforceable even if part of it is invalidated by any law

Article 31 – Entire Agreement – Establishes that this is the collective bargaining agreement and that any changes must be mutually agreed to and reduced to writing.

Article 32 – Duration – Agreement to a one year contract