

# **AGREEMENT**

Between

LOCAL 5089

**Health Professionals and Allied Employees**  
*AFT/AFL-CIO*

and

**University of Medicine and Dentistry**  
**of New Jersey**

**Registered Nurses**

**July 1, 2006 through June 30, 2010**

**Health Professionals and Allied Employees**  
AFT/AFL-CIO

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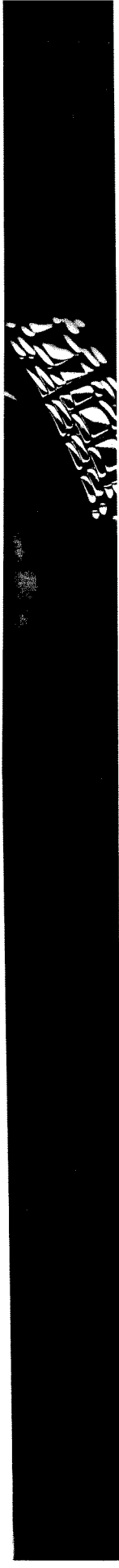
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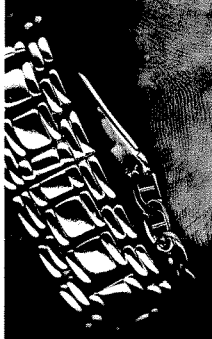
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## PREAMBLE

This Agreement is effective July 1, 2006, and is made between the University of Medicine and Dentistry of New Jersey, 65 Bergen Street, Newark, New Jersey, 07107 (hereinafter called "University") and the Health Professionals and Allied Employees, AFT, AFL/CIO, 110 Kinderkamack Road, Emerson, New Jersey, 07630 (hereinafter called the "Union").

The parties recognize that it is the responsibility of the University to provide high quality educational programs, to encourage the development of new knowledge through research, and to provide patient care services to the larger community. This Agreement is intended to contribute to the fulfillment of those responsibilities. The parties recognize and declare that it is their mutual goal to maintain a harmonious relationship in determining 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.

### 1. AGREEMENT SCOPE

This Agreement covers all non-supervisory, full and part-time University employees who are employed to function as registered nurses and have satisfactorily completed their initial probationary period, including graduate nurses, and regularly employed per diem nurses employed by the University (herein called "employee") as specified by the Public Employment Relations Commission Certification, Docket No. RO-89-121, dated September 17, 1990. Excluded are those job titles set forth in said certificate as not being represented by the Union herein.

### 2. UNION STATUS

#### 2.01 Recognition:

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

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

As part of the general orientation of all new employees, a representative designated by the Union will be provided time set aside by the University, at least fifteen (15) minutes, to speak with all new employees during their first month of employment.

The University shall, at the end of January and July of each year, provide the Union with a complete and alphabetized list of bargaining unit employees. Such list shall include name, address, social security number, classification, job title, unit and campus.

Within thirty (30) days after the date of employment of a new employee who is covered by this Agreement, the employee's name, address, social security number, classification, job title, unit and campus will be forwarded to the Union. Any change in classification, status or unit assignment will be given to the Union within thirty (30) days of the change.

### 2.02 Union Dues:

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

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

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

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

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

### 2.03 Transmission of Dues:

Dues or agency fees and initiation fees so deducted by the University shall, within ten (10) days of the date of deduction, be transmitted to the designated officer of the Union together with a list of employees included, the amount deducted, hours worked, and the gross pay. Once dues are transmitted to the Union, their disposition shall be the sole and exclusive responsibility of the Union. The Secretary of the Union shall certify to the University the amount of Union dues and shall notify the University of any changes in dues structure forty-five (45) days in advance of the requested date of such change. By July 1, 2007, this information shall be available on-line for access by designated Union Officers. On-line access will allow for information to be downloaded in Excel format.

### 2.04 Agency Fee:

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

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

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

The University shall deduct the representation fee as soon as possible after the tenth

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

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

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

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

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

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

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

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

If at the signing of this Agreement the above percentage has not been achieved, the agency fee plan will be continued through pay period twenty-six (26) of the calendar year, after which it shall be discontinued unless the minimum has been achieved prior to that occurrence. Thereafter, if the minimum percentage is exceeded on any quarterly date: i.e., January 1, April 1, July 1 or October 1, the agency fee plan shall be reinstated, with proper notice from the Union to affected employees.

In each year of the Agreement on July 1, an assessment shall be made to determine if the minimum percentage has been exceeded. If it has, the agency fee shall continue

until the following annual assessment. If it has not, the agency fee will be discontinued and eligibility for reinstatement shall be on a quarterly basis as provided above.

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

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

The University shall make every effort to immediately cease deduction of HPAAE dues when an employee transfers out of the bargaining unit.

#### **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 a list of all official Union representatives, specifying their authority and showing the name, title or office for each and the unit(s) and shifts for which they function. The Union shall notify the University of any changes in the list and keep it current.

The University will furnish the occupational title of every University 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 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 to interpret or apply the terms and provisions of the Agreement on behalf of the University.

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 thirty two (32) representatives and up to five (5) 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.

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 unit.
- 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.

2.07

**Union Business:**

The University 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 (Co-Presidents, Secretary, Treasurer or Grievance Chair) for such leaves of absence. A total of twenty (20) days of such leave in the aggregate may be used each year of this Agreement.

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 is required. Written notice, from the Union (including a Local Co-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.

Leave not utilized in any yearly period shall not be accumulated.

In addition, the University agrees to provide leave of absence without pay for officers or representatives of the Union to attend Union activities. A total of thirty (30) days in the aggregate of such leave of absence without pay may be used in the first year of this Agreement. A total of fifteen (15) days in the aggregate of such leave of absence without pay may be used in the second year of this Agreement. Granting of such leave shall not be unreasonably denied by the University. 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.

**3. PROFESSIONAL PRACTITIONER STATUS**

**3.01 Non-Nursing Services:**

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

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

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

c) Post Union notices.

d) Attend negotiating meetings (the number of representatives to be agreed upon between the Union and the University) if designated as a member of the negotiating team and scheduled to attend by the Union.

e) Attend scheduled meetings with the University.

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

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

The University will provide space on 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 Director of Labor Relations and the respective Campus Human Resource Director with a copy of all postings. The University shall have the right to remove material from the bulletin boards which is profane, obscene, defamatory of the State or the University 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 interface mail system will be made available, provided that priority is retained for the business of the University.

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

Union officers and representatives shall be allowed to use fax machines within the University 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 HPAAE staff and representatives shall have the right to email HPAAE members who have UMDNJ e-mail accounts. E-mail use shall be consistent with University 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.

**3.02 Staff Development Programs:**

(A) The University 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 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.

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

The University 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 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, within a reasonable time from the date of employment. 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 will make a reasonable effort to approve such participation, subject to operational needs and the availability of funds.

The University, 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 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 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 requirement shall receive priority consideration.

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 in the employee's specialty area. The University will pay the costs for the exams required for the eligible certifications listed below. The amount of this fund shall not exceed \$60,000. 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.

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

(E) 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 with 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. 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 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 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.

The University shall notify the Union 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.

The University and the Union shall establish a joint committee, consisting of three representatives of each party, to discuss problem areas with evaluation. Such committee shall meet within three (3) months of the ratification of the contract.

### 3.03 Appointment to Position:

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

### 3.04 Labor-Management Committee:

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

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

The University 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 Human Resources by January 31<sup>st</sup> of each year of the Union members of this Committee and shall also notify the Office of Human Resources, at least three (3) weeks prior to a monthly meeting, of any changes in Union members to this Committee. The University shall notify the appropriate Nurse Managers and Directors of Patient Care Services 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 are able to attend. Consistent with patient care needs, the University shall make every effort to ensure that Union members of this Committee are released from work and each representative shall work with his or her Nurse Manager to ensure unit coverage during the meeting. The Union members of this Committee shall provide timely notice to their Nurse Manager or designee of the time and place of each meeting. In addition, the Union chairperson of the Labor-Management Committee shall notify the appropriate Nurse Managers or designees on a quarterly basis of the schedule of Labor-Management meetings.

### 3.05 Staffing:

#### (A) General

In accordance with the Side Letter of Agreement 8, Joint Nurse Staffing Advisory Councils have been formed at University Hospital, UBHC and RWJ-Medical School. These Councils are responsible for monitoring and reviewing staffing minimums and targets set forth in the master staffing policies and Appendix C. When necessary, and in accordance with the established procedure, the Councils may develop proposed changes to the staffing targets found in the master staffing policies and Appendix C.

#### (B) Target Staffing Levels

Any target staffing levels established in accordance with Side Letter of Agreement 8 and attached hereto as 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.

For those areas where target staffing levels have not been established, and for any new programs/units which may arise during the course of this contract, the Joint Nurse Staffing Advisory Council will monitor the ability of the staffing sub-committees to recommend acceptable target staffing levels.

Within ninety (90) days of ratification, the Joint Nurse Staffing Advisory Councils which have been formed at University Hospital, UBHC and RWJ-Medical School

will convene to discuss issues relative to staffing at the University Hospital Emergency Department, Ambulatory Care Services and UBHC.

**(C) Conflict Resolution**

In the event of a dispute as to whether the University is in compliance with the target staffing levels set forth in Appendix C, the matter shall be referred to the Joint Nurse Staffing Advisory Council for resolution.

If the Joint Nurse Staffing Advisory Council cannot come to resolution of the matter, a facilitator, who must be a registered nurse, shall be designated by the mutual consent of the parties. The responsibilities of the facilitator will be to aid, promote and enhance the functioning of the Joint Nurse Staffing Advisory Council. If necessary, the facilitator shall have the authority to make a determination regarding the dispute, which shall be binding on both parties. The facilitator shall not have the power to add to, subtract from or otherwise amend this Agreement. The costs of said facilitator shall be borne equally by the parties.

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 by the Joint Nurse Staffing Advisory Council or the mutually designated facilitator that the University 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 University can demonstrate to the Joint Nurse Staffing Advisory Council that payments made in accordance with this Article have arisen from abuse relative to unscheduled absences, the University may reopen this contract provision to deal with the conflict resolution provisions of this Article.

Action or non-action by the Joint Nurse Staffing Advisory Council shall not be subject to the grievance and arbitration procedures of this contract.

The University will make available a monthly report of nursing care hours for each in-patient unit that will show daily staffing levels, which will be reviewed by the Joint Nurse Staffing Advisory Council on a quarterly basis.

**4. EMPLOYEE STATUS**

**4.01 Classification:**

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

**4.02 Full Time Employee:**

An employee who is employed on a regular basis to work forty (40) hours per week

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

**4.03 Per Diem Employee:**

An employee who works on a day-to-day basis as needed by the University and who does not fall under the classification of Full Time or Part Time, except that employees who were hired as Per Diem prior to the effective date of this Agreement but who fit the definition of Part Time employee shall remain classified as Per Diem. Per Diem employees are not entitled to any benefits under this Agreement except where they are specifically provided for.

**4.04 Part Time Employee:**

A Part Time employee is an employee who works twenty (20) hours or more each week, but less than the Full Time equivalent for the title. A Part Time employee shall be entitled to pro-rated benefits.

**4.05 Weekend Per Diem:**

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

**4.06 Change in Status or Classification:**

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

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

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

During the probationary period, the employee shall retain the right to return to his/her former position if the position is still available. The employee shall also retain said right should the University, either during or at the completion of the probationary period, determine that the employee has not met the performance standards of the new position. If the former position is not available a position of equal classification shall be made available.

An employee other than a staff nurse on scale A who is promoted out of the bargaining unit but returns within one (1) year will be placed on the same Step that they were on when they received the promotion. However, if such an employee accepts a vacant position in the bargaining unit which has, as a condition of employment, a maximum

salary less than their previous bargaining unit salary, such employee shall not be entitled to be placed on the same Step that they were on when they received the promotion out of the bargaining unit.

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

#### 4.07 Probationary Period:

All Full and Part Time employees shall serve a one hundred and eighty (180) calendar day probationary period following their initial date of hire. All Per Diem employees shall serve a probationary period of one hundred and eighty (180) calendar days.

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

Probationary employees will be eligible to use accrued sick leave after thirty (30) calendar days of employment and other accrued leave time after ninety (90) calendar days of employment.

#### 4.08 Personnel Files:

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

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

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

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

#### 4.09 Seniority:

1. Accrual: Seniority will be credited from the date of hire or rehire to all regular Full Time or Part Time employees upon the successful completion of their initial probationary period. Per Diem employees shall accrue seniority within their job classification.

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 is hired as a full- or part-time employee, then becomes a per diem employee, but returns to full- or part-time status within a year, he/she shall retain his/her original date of hire as a full- or part-time employee.

3. Layoff: Seniority will prevail on layoffs due to lack of work in the job classification or reductions due to economic considerations. Seniority will prevail on call backs within one (1) year from layoff.

A permanent employee affected by a layoff may fill a vacancy or exercise bumping rights within his/her job classification, or to a previously held job title on the campus, provided the employee meets the requirements for the position. Bumping rights shall be exercised in accordance with current University policy.

The layoff of regular full and part time staff from a specific work unit or department will not occur unless regularly assigned agency nurses and per diem nurses in the work unit/department are first eliminated.

A layoff shall be affected in the following manner:

- a) Filling a vacancy within the geographic location
- b) Bumping within the geographic location

Within the assigned clinical unit, permanent employees shall not be laid off before temporary employees.

The University will provide a minimum of twenty one (21) days notice of layoff to any permanent employee to be affected.

The University 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, within twenty four (24) hours of the employee's receipt of the layoff notice.

4.10

#### Transfer/Promotion/Reclassification

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

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

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

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

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

Where two (2) or more staff nurses request a lateral transfer within the same job classification and are of equal qualification, as determined by the hiring manager, the University shall select the employee with the greatest seniority. Qualifications that are considered, include but not limited to, academic credentials, past performance, time and attendance, and experience.

#### 4.11 Seniority Lists:

The University will on each January 31st and July 31st submit to the Union a list containing the names of employees of each particular unit or department in order of seniority according to date of hire, as of January 1st and July 1st. The dated list will reflect the relative seniority of employees pursuant to Section 4.9.1. Any employee may protest, in writing, the employee's relative standing within thirty (30) calendar days of such submission to the Union. The University shall also provide a list of employees on each campus by job title.

#### 4.12 Subcontracting:

If the University contemplates contracting for work normally performed by staff covered by this Agreement and the result would be the displacement of those staff members, the University agrees that, at least four (4) weeks prior to the execution of such contract, it will meet with the Union for the discussion of the proposed contract. If such contract is executed, the University agrees to give displaced staff consideration concerning other positions at the University for which they are qualified.

If such subcontracting necessitates the layoff of personnel, affected staff shall be given at least thirty (30) calendar days notice prior to being laid off.

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

### 5. WORK TIME

#### 5.01 Normal Workday:

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

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

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

#### 5.02 Normal Workweek:

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

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

#### 5.03 Work Schedules:

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

B) 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 University 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 University and the employee concerned. The University reserves the right to change the schedule in case of emergency.

The University 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 University and not be unreasonably denied. One reason to deny a requested switch would be if overtime costs are created or increased as a net result of the switch.

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

#### 5.04 Overtime Work: Compensatory Time Off

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

#### 5.05 Overtime Work: Scheduling

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

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.

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 University shall give employees as much advance notice as possible relative to the scheduling of overtime. Subject to operational needs, the University will make its best efforts to post the overtime schedule at the same time the work schedule is posted.

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

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

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

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

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

Barring personal emergency, an employee scheduled to work overtime is required to notify the University Hospital Nursing Office or in other facilities the designated supervisor twelve (12) hours prior to the start of the overtime shift if they are unable to report to work. Failure to call in prior to twelve (12) hours before the start of the overtime shift will make the employee ineligible for voluntary overtime for the next posted schedule. Failure to call in prior to two (2) hours before the start of the overtime shift will be considered a no call/no show absence and the employee shall be subject to discipline.

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

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

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

#### 5.06

##### **Weekend Rotation:**

- (A) A weekend off shall be defined as Saturday and Sunday for all employees.
- (B) For units and departments at the University that are open on weekends, the University will grant each Full Time and Part Time employees at least twenty-six (26) weekends off per calendar year.
- (C) Employees scheduled on a twelve (12) hour basis will normally be assigned to work thirty six (36) weekend hours per four (4) week scheduling cycle unless the operational needs of the University require a greater assignment. Should such employee be assigned to work greater than thirty six (36) weekend hours in a four (4) week scheduling cycle such assignment shall not be for two (2) consecutive work schedules.  
  
Full-time employees scheduled on a twelve (12) hour basis will not be required to work more than thirty-nine (39) weekend shifts per calendar year. The University shall make its best efforts to assign full-time twelve (12) hour shift employees to no more than thirty-six (36) weekend hours per four (4) week scheduling cycle.  
  
Part-time employees scheduled on a twelve (12) hour basis will not be required to work more than twenty-six (26) weekend shifts per calendar year. The University shall make its best efforts to assign part-time twelve (12) hour shift employees to no more than twenty-four (24) weekend hours per four (4) week scheduling cycle.  
  
Nothing contained herein shall prevent employees from voluntarily working more than the required weekend shifts per calendar year.  
  
No full-time or part-time employee scheduled on a twelve (12) hour basis shall be required to work more than forty eight (48) hours in a four (4) week scheduling cycle unless the employee is working additional weekend hours to make up missed weekend time.  
  
Full-time employees scheduled on a twelve (12) hour basis shall have at least two (2) of the required weekend shifts per schedule scheduled on the same weekend.
- (D) Full-time employees scheduled on an eight (8) hour basis shall not be assigned weekend work hours in such a manner as to schedule an employee to work on more than two (2) weekends (four shifts) per month except by mutual agreement between the employee and the University. An employee may be scheduled to work on more than two (2) weekends during a four (4) week schedule cycle in which the employee or other employees assigned to the same work unit and work shift is scheduled to take vacation time which includes weekends. However, and in such case, no employee will be scheduled to work more than eight (8) weekend work shifts in an eight (8) week period.

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

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

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

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

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

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

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

#### 5.07

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

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

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

#### 6. MONETARY BENEFITS: TIME WORKED

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

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

##### (B) Regular Pay:

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

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

The University 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, 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.

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

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

##### 6.03 Pay Period:

Frequency of payment will continue as heretofore. All pay checks shall be delivered and available on the Friday of each pay week. Pay stubs will clearly identify specific hours worked and compensated. On a semi-annual basis, the University will provide a written summary of each employee's status of accrued, unused benefit time and compensatory time.

Employees may opt for direct deposit of their paycheck into their personal bank account. Employees may pick up their pay stubs on payday, or for one (1) week thereafter at a designated site at each facility.

When an error in pay has been made, the University will issue a check with the correction within two (2) work days of notification of error, with proper deductions.

##### 6.04 Salary Increase Date:

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

##### 6.05 Changing Time:

All employees who are required to wear scrubs by the University shall have ten (10) minutes from their respective starting times within which to dress or otherwise prepare.

##### 6.06 Daylight Saving Time:

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

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

7.01 **Holiday Designation:**

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

- New Year's Day
- Good Friday
- Independence Day
- Thanksgiving Day
- Christmas

- Martin Luther King's Birthday
- Memorial Day
- Labor Day
- Day after Thanksgiving

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

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

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

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

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

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

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

- New Year's Day or Christmas
- Thanksgiving or Independence Day

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

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

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

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

7.02 **Holiday Entitlement:**

Recognizing that University Hospital and certain UBHC facilities are open every day of the year and that it is not possible for all employees to be off on the same day, the University shall have the right, at its sole discretion, to require any employee to work on any of the holidays herein specified. The University 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 will either pay the employee for the holiday at his/her regular rate of pay, or shall schedule the employee for the time off, by the next pay period.

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



7.03

**Holiday Pay:**

Full and Part Time employees that are routinely scheduled to work twelve (12) hour shifts, as well as employees routinely scheduled to work eight (8) hour shifts in Newark inpatient units, shall be compensated for the nine (9) University designated holiday totaling seventy two (72) hours as per 1 through 4 below:

1. For the period July 1 through November 30 of each year of this Agreement, each employee will be compensated for all four (4) University designated holidays which fall within this period while the employee was actively employed. Payment will be made in December, and paid in one lump sum at the employee's regular\_rate of pay in effect at the time payment is made.
2. For the period December 1 through June 30 of each year of this Agreement, each employee will be compensated for all five (5) University designated holidays which fall within this period while the employee was actively employed. Payment will be made in July, and paid in one lump sum at the employee's regular rate of pay in effect at the time the payment is made.
3. An employee who is not in active status on a day designated by the University as a holiday will not receive compensation for said holiday.
4. Upon termination of employment or transfer from the twelve (12) hour work shift scheduling basis or the eight (8) hour work shift scheduling basis in Newark in an inpatient unit, the employee will be compensated for accrued holiday pay for any University designated holiday which has not been paid, less any monies the employee may owe the University.

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

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

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

7.04

**Vacation Amount:**

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

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

will change effective the following month if the employee's anniversary date is the 16th of the month or after.

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

7.05

**Vacation Pay:**

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

7.06

**Vacation Entitlement:**

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

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

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

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

7.07

**Vacation Scheduling:**

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

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

After successful completion of the initial probationary period, vacation allowance must be taken by the end of the calendar year following the calendar year in which it was accrued. An employee may carry a maximum of one (1) year of earned vacation allowance forward into the next succeeding year. When unusual circumstances warrant an



exception, amounts greater than one (1) year can be carried over with the approval of an employee's DOPCS and the Campus Director of Human Resources.

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 University seniority. Employees within one work unit shall not be denied vacation time due to vacation time scheduled in another unit.

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

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

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

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

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

Approved vacation time requires the signature of the Nurse Manager and Director of Patient Care Services. Written approval of vacation time will be given to the employee no later than March 15.

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

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

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

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

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

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

Sick Time and leaves of absence shall be governed in accordance with the University'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.

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. 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:

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

**7.09 Sick Leave Notice and Restrictions:**

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

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

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

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

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

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

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

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

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

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

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

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

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.

**7.11 Jury Duty Leave Amount:**

Consistent with the procedures set forth in Article 7.12, an employee who is summoned for and performs jury duty will be paid for the employee's work shift granted off.

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

**7.12 Jury Duty Leave Procedure:**

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

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

**7.13 Court Appearance:**

Employees shall be granted necessary time off, at the employee's regular rate of pay, when he or she is summoned to testify at depositions or in court, on any matter arising within the employee's scope of employment at the University. 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.

**7.14 Rest Periods:**

An employee shall be entitled to a fifteen (15) minute rest period during each four (4) consecutive hours of the work shift. Employees who are required to work beyond their regular quitting time into the next shift shall receive an additional fifteen (15) minute rest period after the employee's regular shift has been exceeded by two (2) hours.

**7.15 Meal Period:**

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

8. LEAVES OF ABSENCE

8.01 Basis and Amount:

Type of Leave

Maximum Length

Medical

In accordance  
With University Policy

Military

In accordance with State and  
Federal Statute

Personal

1 month

Academic

6 months

8.02 Procedure:

(A) Medical Leave:

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 the supervisor 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 may, at its cost, have the employee requesting a medical leave examined by a physician of the University's choosing as a condition of granting, continuing or extending a medical leave of absence.

FMLA leave shall be administered in accordance with University policy.

Upon return from leave, the employee must present to his/her supervisor 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.

(C) Workers' Compensation:

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 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. Such leaves may be applied for and are available to regular Full Time and Part Time employees working twenty (20) or more hours per week provided they have completed six (6) months of continuous service.

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

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

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

(E) Return from Leave:

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 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.

9.03 Leave of Absence, Limitations:

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

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

9.01 Health Benefits:

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

**9.02**

**State Health Benefits Program:**

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

**9.03**

**Dental Plan:**

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

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

**9.04**

**Life Insurance Program:**

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

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

**9.05**

**Pension:**

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

**10.**

**MONETARY BENEFITS MISCELLANEOUS:**

**10.01**

**Terminal Benefits:**

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

- a) Twenty one (21) days notice or compensation at the employee's regular compensation rate to the extent such notice is deficient.
- b) Accrued but unpaid vacation and compensation time to the employee's termination date.

**10.02**

**Resignation:**

An employee who terminates by resignation will give the University twenty one (21) days written notice. Employees who resign will be entitled to all accrued but unused vacation and compensation time, less any sick time advanced but not accrued.

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

**10.03**

**Shift Differential:**

The University will pay a shift differential of \$3.50/hr to Full Time or Part Time employees who work the evening shift (3:00 p.m. - 11:00 p.m.) or the night shift (11:00 p.m. - 7:00 a.m.). Shift differentials are not considered to be a part of an employee's regular compensation rate.

**10.04**

**Charge Nurse Differential:**

Effective January 1, 2007, the charge nurse differential will be one dollar and seventy-five cents (\$1.75) per hour.

Any nurse who is designated to perform the functions of a Charge Nurse, even if an Assistant Nurse Manager for the Unit is on duty, shall receive the Charge Nurse differential for the time so designated by the Nurse Manager/Assistant Nurse Manager or PCC.

When assigning charge duties, the University will first seek volunteers. If there are no volunteers, charge duties will be assigned.

**10.05**

**Education Differential:**

(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. 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.

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 two thousand five hundred dollars (\$2,500). A part-time APN who qualifies for the certification pay described herein shall receive a lump sum payment of one thousand two hundred and fifty dollars (\$1,250). 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.

#### 10.07 On-Call:

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

\$4.50 per hour - Staff RNs  
\$6.50 per hour - Advanced Practice Nurses  
20% Regular salary - CRNAs

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

- (B) An employee who is called in to work during the on-call period shall be guaranteed a minimum of four (4) hours of work except when the end of the on-call period coincides with the beginning of his/her regular shift.

#### 10.08 Tuition Refund:

The University will reimburse all Full Time bargaining unit members one hundred (100%) per cent of tuition costs, up to a maximum of three thousand dollars (\$3,000) annually for courses completed in an accepted School of Nursing with a grade of "C" or better.

The University will reimburse all Part Time bargaining unit members (excluding per diems) fifty (50%) per cent of tuition costs, up to a maximum of fifteen hundred dollars (\$1,500) annually for courses completed in an accepted School of Nursing with a grade of "C" or better.

The University 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.

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

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

#### 10.09 Clothing Allowance:

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

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

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

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

#### 10.10 Preceptor Pay:

- (A) When practical, preceptorship shall be distributed on an equitable basis among qualified employees who have maintained at least a satisfactory or better performance and attendance record.

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

### 10.11 Floating:

(A) The University 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 shall utilize the following guidelines when floating/assigning nurses:

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

The University will use its best efforts to assure that the floating of staff will be done on an equitable basis. To do so, the University 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 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, FINICU, 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, L & D, FNN
7. F-BLUE, PEDS STEP DOWN
8. FINC, 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-UJHC.
  - 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 in the emergency department (pediatrics) and an employee floats/works in the pediatric step down unit).

**(B) Float Section Designation.**

The University 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 shall meet and discuss revisions in the above float sections.

**(C) Temporary Reassignment.**

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

**10.12 Travel Reimbursement:**

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

**11. HEALTH AND SAFETY:**

**11.01 Health Examination:**

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.

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 University may, at its own cost and expense, have a physician of its choosing perform a physical examination of the employee to ensure fitness and capability to return to work.

**11.02 Employer Obligation:**

The University 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 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 will provide safety devices for employees when deemed appropriate by the University or as required by law and will provide a reasonably safe and healthy place of employment.

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

The University and HPAAE agree to discuss problems concerning health and safety in the monthly Labor/Management meetings. Any recommendations concerning improvement or modification of conditions regarding health and safety shall be reported to the University's Safety Committee.

**11.03 Health Security:**

1. The University shall provide PPD tests for employees working under health hazards at the University's time and expense.
2. The University shall provide the Hepatitis B vaccine at no cost to employees who may be exposed to blood and other potentially infectious body fluids in the course of the employee's job.
3. The University shall provide an annual infection control update for all employees which shall include the following:
  - a. Transmission of blood borne, airborne and other infectious diseases.
  - b. Universal precautions, respiratory precautions and other infection control measures.
  - c. Post needle stick and other blood and body fluid exposures management protocols.
4. The Union shall have the right to one (1) representative for the University Hospital Health and Safety Committee.
5. The current practice of providing security escorts as available upon the request of an employee shall continue.

**12. EMPLOYEE FACILITIES:**

**12.01 Nurses' Lounge:**

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

**12.02 Parking:**

The parking fee for all bargaining unit members will be equal to .5% of the annual salary based on the regular rate of pay as of the last pay period of the previous fiscal year. All employees hired during any fiscal year shall pay a prorated fee for the remainder of the fiscal year based on their salary at time of hire.

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

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

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

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

**14. DISCIPLINE:**

**14.01 Definition:**

Discipline shall mean official written warning, suspension without pay, disciplinary demotion or discharge from employment at the University. Dismissal from employment or demotion based upon a layoff or operational changes made by the University shall not be construed to be discipline. Oral counseling, although in writing, is not to be considered discipline and shall not be placed in the employee's central personnel file.

The University shall have the right to discipline employees for just cause. Just cause for discipline including discharge from employment shall include those causes set forth in the University Rules and Regulations. This list of causes is not exclusive and discipline up to and including discharge from employment may be made for any other combination of circumstances amounting to just cause. The University reserves the right to substitute a written warning in lieu of a suspension without pay and such substituted warning shall substitute for suspension in the University's scheme of progressive discipline. A written warning in lieu of a suspension of more than twenty four (24) hours shall be arbitrable.

A suspended employee may, by mutual agreement between the University and the Union, substitute a forfeiture of vacation days equal to the same number of days of suspension in lieu of that suspension. The use of vacation days by the employee shall not prejudice, in any manner, either the employee's grievance, should one be filed, or an arbitrator's award, should the employee's grievance be upheld.

Suspensions without pay of more than twenty four (24) hours, written warnings in lieu of a suspension of more than twenty four (24) hours, disciplinary demotions or discharge from employment shall be subject to arbitration as specified in the grievance procedure set forth in Article 14.02.

The University will notify the Union office, by mail or fax, and a designated Local Co-President, by inter-office mail or fax, in writing of any suspensions or discharges within seventy-two (72) hours of the action not including weekends. Failure by the University to properly notify the Union will not void any disciplinary action, but the time limit for filing a grievance will not commence until the date the Union or employee was notified of the action in writing.

The University shall make every effort that an employee shall receive a written notice of a discipline on a form expressly provided for that purpose by the Human Resources department. If such a form is not used, an employee shall receive a written notice of discipline that shall explicitly state the level of discipline, the date(s) of events relevant to the discipline, and the actions (or lack of actions) causing the discipline. In addition, there shall be a place on the notice for the employee to sign that they have received

the discipline. If, for any reason, the employee is not willing to sign the discipline, the Union representative may sign as a witness that the employee received the discipline. An employee shall be informed of his/her right to have a Union Representative present at the disciplinary conference or a conference that could lead to a discipline.

**14.02 Grievance Procedure:**

(A) Definition  
1. A breach, misinterpretation or improper application of the terms of this Agreement; or

2. A claimed violation, misinterpretation, or misapplication of rules or regulations, existing policy or orders of the University affecting the terms and conditions of employment.

(B) Purpose

The purpose of this procedure is to assure prompt and equitable solutions of problems arising from the administration of this Agreement or other conditions of employment by providing an exclusive vehicle for the settlement of employee grievances and to facilitate the uninterrupted operations of the University.

(C) General Provision

No grievance settlement reached under the terms of this Agreement shall add to, subtract from or modify any terms of this Agreement.

Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration. When a grievant has Union representation, the Union's decision to request the movement of any grievance at any step or to terminate the grievance at any step shall be final as to the interests of the grievant and the Union.

The terms of this Article shall not apply to probationary employees. This exclusion shall not apply to regular employees serving a probationary period due to a change in job title which is included in the negotiating unit, except that under no circumstances will the University's judgment as to the adequacy of the employee's performance and/or attendance in a probationary period or any action taken in pursuance thereof be deemed to be discipline or subject to grievance.

All time limits are of the essence and may be extended only by written mutual agreement between authorized representatives of the University and the Union. Grievances not raised and processed in strict and absolute accordance with the grievance procedures and time limits will be waived by the Union and employee and will not be considered. The lack of response by the University within the prescribed time, unless the time limits have been extended by written mutual agreement, shall be construed as a negative response.

A grievance which affects a substantial number or class of employees may initially be presented at Step II of the grievance procedure. A grievance in the case of suspension or discharge must be presented at Step II within twenty-one (21) calendar days of the receipt of the disciplinary notice, excluding holidays.



All disciplinary grievances must be signed by the individual grievant within two (2) days of the filing of the grievance. Requests for an extension of the time limit for the grievant to sign a disciplinary grievance shall not be unreasonably denied in the event of physical incapacity.

**(D) Preliminary Informal Procedure**

An employee may orally present and discuss a grievance with his/her immediate supervisor. At the employee's option, he/she may request the presence of a Union representative. If the employee exercises this option, the supervisor may determine that such grievance be moved to the first formal step.

Informal discussions shall not serve to extend the time within which a grievance must be filed, unless such is mutually agreed upon in writing.

If an informal discussion does not produce a satisfactory settlement, the grievant may move the grievance to the first formal step.

**(E) Formal Steps**

**Step One:**

The grievance shall be reduced to writing and submitted to the department head within fourteen (14) calendar days excluding holidays, from the date on which the alleged violation of the Agreement or policy took place. The grievance shall be signed by the grievant and/or Union representative, and shall set forth the nature of the dispute, the relief sought and the specific provisions of the Agreement/policy alleged to have been violated.

The department head shall answer the grievance in writing within seven (7) calendar days excluding holidays, after its receipt.

**Step Two:**

The grievance may be appealed by written notice to the Vice President for Human Resources of the University or his representative within seven (7) calendar days excluding holidays, after the Step One decision was rendered or due.

The Vice President for Human Resources or his representative will convene a hearing within twenty-one (21) calendar days, excluding weekends and holidays, after receipt of the grievance unless extended by mutual agreement. The employee may be represented at such hearing by the Union representative, Local Union President or designee. The Vice President for Human Resources or his representative will render a decision within twenty one (21) calendar days from the date of the conclusion of the hearing.

Beginning with discipline that takes place on or after July 1, 2003, discipline that is grieved in accordance with Step One of the grievance procedure shall be stayed until resolved through Step Two. Such grieved discipline may not be referred to or relied upon in any evaluation, promotional decision or subsequent disciplinary charge, other than termination until the grieved discipline has been

resolved through Step Two. Grieved discipline shall be considered resolved through Step Two after the Vice President of Human Resources or his/her representative has held a hearing and rendered a decision in accordance with that step of the grievance procedure or, for discipline subject to arbitration, the time for the hearing or decision has passed.

This provision shall not apply to:

- 1) disciplinary demotion or discharge; and
- 2) discipline for conduct, which in the University's discretion, demonstrates a threat to property or the health and safety of the grievant, University staff or the public.

In the event that a staff member serves any portion of a suspension prior to filing a grievance concerning that suspension, only the balance of the suspension will be stayed and there shall be no entitlement to reimbursement or reinstatement for the days served unless and until the grievance is sustained.

This provision shall automatically expire on the last day of the Agreement which commences July 1, 2006.

**Step Three, Arbitration:**

In the event the grievance has not been satisfactorily resolved in Step Two, and the grievance involved an alleged violation of the Agreement as described in the definition of a grievance in A (1) above or in the case of discipline involves the following implemented disciplinary actions:

1. Suspension without pay of greater than twenty four (24) hours
2. Written warnings in lieu of suspension greater than twenty four (24) hours
3. Involuntary Demotion
4. Discharge

then a request for arbitration may be brought only by the Union within thirty (30) calendar days from the date the Union received the Step Two decision.

The request for arbitration shall be submitted in writing to the Public Employment Relations Commission with a copy sent to the Director of Labor Relations.

Arbitrators shall be selected, on a case-by-case basis, under the selection procedure of the Public Employment Relations Commission. A transcript of all arbitration hearings may be taken. All expenses of arbitration shall be borne by the University and Union equally, except that the cost of preparing and presenting each party's case or charge for a late cancellation shall be borne by each respective party.

The arbitrator selected shall be requested to hold the arbitration within one hundred, eighty (180) calendar days from the date selected and render his/her

decision within thirty (30) calendar days after the close of the hearing unless such time is extended by mutual consent of the parties in writing.

The arbitrator shall have the right to subpoena relevant documents and witnesses if requested by either party.

The function of the neutral arbitrator shall be of a judicial rather than a legislative nature. The arbitrator shall give effect to the plain meaning of the Agreement language and shall not interpret such language unless the meaning of the language is unclear and ambiguous. When an arbitrator is called upon to interpret language in this Agreement, he/she shall render a decision which is consistent with the plain meaning of the Agreement's language, consistent with the common law of contract interpretation and with general considerations reserved to management by the Public Employee Relations Act and case interpretation of that Act.

The arbitrator shall not have the power to add to, subtract from or otherwise amend this Agreement nor shall he/she have the authority to prescribe a monetary award as a penalty for a violation of this Agreement.

Should the arbitrator reinstate an employee with back pay, the employee may be paid for the hours he/she would have worked in his/her normally scheduled work week, at his/her regular rate of pay less any deductions required by law or other off-setting income for the back pay period specified by the arbitrator.

The decision of the arbitrator shall be final and binding upon the University, the Union and employee, unless either party seeks a review in an appropriate court proceeding. In the event either party seeks a review, such procedure shall operate as a stay of the arbitrator's award until the judicial review is concluded. With respect to contract interpretation grievances, the scope of judicial review shall be limited to determining whether the arbitrator's award is within the limits of the authority of the arbitrator as set forth in this Article.

A neutral arbitrator may hear and decide only one grievance during one arbitration proceeding unless otherwise mutually agreed in writing by the parties. In the event that either party asserts that the grievance is barred or waived by the grieving party's failure to follow procedures or adhere to the time limits specified in this Article, the neutral arbitrator selected in accordance with the provisions contained herein shall render a decision as to the waiver or bar or issue prior to any hearing on the merits of the grievance, unless the parties mutually agree in writing otherwise. The parties agree that the issue of waiver or bar shall not be decided by the same arbitrator who decides the merits of the grievance, unless the parties mutually agree in writing otherwise. Both parties shall be given ample notice of the time and place of any hearing before the arbitrator and shall be afforded ample opportunity to present to the arbitrator evidence and contentions pertinent to the question or questions at issue, including the direct and cross-examination of all witnesses.

The arbitrator shall not substitute his/her judgment for the University where this Agreement has specified whose judgment will be used or the matter involved has been reserved to the University by law or 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.

If the arbitrator's decision is not challenged within thirty (30) calendar days, the decision shall be final and binding. If challenged, the appropriate party must initiate such legal proceedings as available within thirty (30) calendar days of receipt of such award from the arbitrator. 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.

The terms of any settlement agreed upon in a case that has been filed for arbitration shall be implemented as soon as practical, but in any event no later than forty five (45) days after the agreement is fully executed. The agreement may contain, if appropriate, either as a term of the agreement, or as an appendix, a statement(s) concerning the implementation of the terms of the agreement.

In order to expedite the grievance/arbitration process and to promote the settlement of grievances, the Union and the University agree on the following:

- 1) The parties shall meet on a quarterly basis to review grievances currently filed for arbitration and to discuss which, if any grievances, can be resolved prior to an arbitration hearing.
- 2) The University shall notify the Union of its intent to file a scope of negotiations petition no later than ninety (90) days after the University receives notice from PERC of the filing of the grievance. The scope petition shall be filed no later than ninety (90) days after the University sends the Union the notice of intent to file such a petition.
- 3) In the event that either party asserts that a grievance is barred or waived by the grieving party's failure to follow procedures or adhere to the time limits specified in this Article, the party asserting this claim shall provide to the grieving party an explanation of such an assertion within ninety (90) days after the party asserting this claim receives notice from PERC of the filing of the grievance.

## 15.

### NON-DISCRIMINATION

Neither the University nor the Union will discriminate against any employee or applicant for employment, in any matter relating to employment because of race, color, creed, national origin, ancestry, nationality, sex, marital status, age, or liability for service in the Armed Forces of the United States of America. Neither the University nor the Union will discriminate against any employee because the employee is or is not a member of the Union, or because the employee has filed any complaints or grievances with the University or the Union.

**16. MANAGEMENT RIGHTS PROVISION**

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

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

**17. WAGES**

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

**Wages – Staff Nurses**

**Scale A**

- Effective July 23, 2006, all Scale A nurses will receive a 1% wage increase, as reflected in the rates of July 23, 2006 listed below. There will be no step move.
- Effective July 22, 2007 all Scale A nurses will receive a 1% wage increase, as reflected in the rates of July 22, 2007 listed below. There will be no step move.

STEP	07/23/06	Estimated Annual Salary	07/22/07	Estimated Annual Salary
1	28.67	\$59,634	28.96	\$60,237
2	29.23	\$60,798	29.52	\$61,402
3	29.67	\$61,714	29.97	\$62,338
4	30.11	\$62,629	30.41	\$63,253
5	31.00	\$64,480	31.31	\$65,125
6	32.13	\$66,830	32.45	\$67,496
7	33.24	\$69,139	33.57	\$69,826
8	34.67	\$72,114	35.02	\$72,842
9	35.89	\$74,651	36.25	\$75,400
10	36.79	\$76,523	37.16	\$77,293
11	37.79	\$78,603	38.17	\$79,394
12	38.34	\$79,747	38.72	\$80,538
13	38.78	\$80,662	39.17	\$81,474
14	39.23	\$81,598	39.62	\$82,410

**Scale B**

All new hires will be placed upon Scale B. Current staff will be eligible to apply at any time to transfer to Scale B from Scale A set forth above.

**Guidelines – Scale B Placement:**

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

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

**\*Experience Definition:**

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

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

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

**Scale B – Wage Rates**

- Effective July 23, 2006, all rates of Scale B in effect on July 22, 2006 will be increased by 3%. In addition, employees eligible for a step move based upon credited years experience as of June 30, 2006 received one on July 1, 2006.
- Effective July 22, 2007, all rates of Scale B in effect on July 21, 2007 will be increased by 3%. In addition, employees eligible for a step move based upon credited years experience as of June 30, 2007 will receive one on July 22, 2007.
- Staff Nurses at step 26 who have at least 26 years of credited experience as of June 30 and who have been employed by the University for at least one year will receive a one time \$500 Lump sum payment on the effective dates of July 23, 2006 and July 22, 2007.

STEP	Yrs of Credited Experience	07/23/06	Estimated Annual Salary	07/22/07	Estimated Annual Salary
1	<1	30.09	\$62,587	30.99	\$64,459
2	1	30.97	\$64,418	31.90	\$66,352
3	2	31.43	\$65,374	32.37	\$67,330
4	3	31.97	\$66,498	32.93	\$68,494
5	4	32.59	\$67,787	33.57	\$69,826
6	5	33.24	\$69,139	34.24	\$71,219
7	6	34.01	\$70,741	35.03	\$72,862
8	7	34.51	\$71,781	35.55	\$73,944
9	8	35.27	\$73,362	36.33	\$75,566
10	9	35.89	\$74,651	36.97	\$76,898
11	10	36.60	\$76,128	37.70	\$78,416
12	11	36.92	\$76,794	38.03	\$79,102
13	12	37.62	\$78,250	38.75	\$80,600
14	13	38.16	\$79,373	39.30	\$81,744
15	14	38.56	\$80,205	39.72	\$82,618
16	15	38.96	\$81,037	40.13	\$83,470
17	16	39.35	\$81,848	40.53	\$84,302
18	17	39.78	\$82,742	40.97	\$85,218
19	18	40.17	\$83,554	41.38	\$86,070
20	19	40.58	\$84,406	41.80	\$86,944
21	20	40.96	\$85,197	42.19	\$87,755
22	21	41.48	\$86,278	42.72	\$88,858
23	22	41.99	\$87,339	43.25	\$89,960
24	23	42.50	\$88,400	43.78	\$91,062
25	24	43.00	\$89,440	44.29	\$92,123
26	25	43.70	\$90,896	45.01	\$93,621

**Wages: Staff Nurse – Per Diem**

Effective January 1, 2007 the following are the Per Diem hourly wage rates:

Weekday	\$45.00
Weekday (Eve/Night)	\$47.50
Weekend Day/ Premium Holiday	\$50.00
Weekend (Eve/Night)/Premium Holiday	\$52.50

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

Weekday	\$50.00
Weekday (Eve/Night)	\$52.50
Weekend Day/Premium Holiday	\$55.00
Weekend (Eve/Night)/ Premium Holiday	\$57.50

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

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

**Sign-On and Referral Bonuses:**

The sign-on and referral bonuses shall be:

- Sign-on Bonus for a new employee - \$1,000 at time of hire, \$1,000 at completion of probation
- Referral bonus for current employee - \$500 at time of hire of new employee who is referred by an employee, \$500 at completion of employee's probation

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

Effective July 23, 2006, all Nurse Clinicians shall receive a 2.75% across the board raise. Effective July 22, 2007, all Nurse Clinicians shall receive a 2.75% across the board raise. The range for the Nurse Clinician title shall increase by 2.25% on July 23, 2006 and July 22, 2007 as reflected in the chart below.

Scale Effective 7/23/06	Midpoint	Maximum
<u>Minimum</u> \$33.67	\$42.10	\$50.52
<u>Minimum</u> \$34.43	Midpoint \$43.05	<u>Maximum</u> \$51.66

**19. CASE MANAGERS**

Effective July 23, 2006 All Case Managers will receive a 2.75% wage increase, as reflected in the rates of July 23, 2006 listed below. There will be no step move. Effective July 22, 2007 All Case Managers will receive a 2.75% wage increase, as reflected in the rates of July 22, 2007 listed below. There will be no step move.

STEP	Scale Effective 7/23/06	Scale Effective 7/22/07
1	66,424	68,251
2	67,963	69,832
3	69,502	71,413
4	71,043	72,997
5	72,583	74,579
6	74,122	76,160
7	75,662	77,743
8	77,202	79,325
9	78,743	80,908
10	80,283	82,491
11	81,823	84,073
12	83,363	85,655
13	84,902	87,237
14	86,444	88,821
15	87,983	90,403
16	89,522	91,984
17	91,063	93,567
18	92,611	95,158
19	94,185	96,775
20	95,787	98,421

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

- Effective July 23, 2006 all APNs will receive a 4.5% wage increase, as reflected in the rates of July 23, 2006 listed below. There will be no step move.
- Effective July 22, 2007 all APNs will receive a 4.5% wage increase, as reflected in the rates of July 22, 2007 listed below. There will be no step move.

Step	7/23/06 Salary	7/22/07 Salary
1	\$81,242	\$84,898
2	\$83,272	\$87,019
3	\$85,355	\$89,196
4	\$87,488	\$91,425
5	\$89,675	\$93,710
6	\$91,918	\$96,054
7	\$94,215	\$98,455
8	\$96,571	\$100,917
9	\$98,984	\$103,438
10	\$101,460	\$106,026
11	\$103,995	\$108,675
12	\$106,596	\$111,393
13	\$109,261	\$114,178
14	\$111,993	\$117,033
15	\$114,792	\$119,958
16	\$117,663	\$122,958
17	\$120,603	\$126,030

**Conference Days:**

APNs are eligible for 5 conference days per year

**Compensatory Day:**

An Advanced Practice Nurse (APN) who works a "full day" beyond his/her regular work week shall be granted a Comp Day for said day worked provided that the APN notifies his/her supervisor in writing of the operational necessity to work beyond his/her regular work week and receives the supervisor's prior approval to do so. For the purpose of this provision, a "full day" shall be defined as the employee's regular daily hours of work. Comp Days may not be earned fractionally.

Comp days must be used prior to vacation and float holidays, and by the end of the quarter following the quarter in which they were earned.

**Medical Staff Office:**

Within sixty (60) days from the ratification of this Agreement, the University will designate a contact person in the Medical Staff Office for APNs to serve as an information resource regarding issues such as the provision of documents pertaining to Collaborative Practice Agreements, as well as other issues relating to an APN's practice at the University.

**On-Call:**

Advanced Practice Nurses shall receive \$6.50 per hour for on-call duties. At the time of hire, transfer or promotion to an Advanced Practice Nurse position, an employee shall be notified if the position requires on-call duties.

**21. CRNAS – WAGES AND BENEFITS**

1. Effective July 23, 2006 all CRNAs will receive a \$4,300 across the board increase and if applicable will also move one (1) step on the Salary Scale upon the anniversary date of hire as a CRNA.
2. Effective July 22, 2007 all CRNAs will receive a \$4,300 across the board increase and if applicable will also move one (1) step on the Salary Scale upon the anniversary date of hire as a CRNA.
3. Experience Credit: With respect to placement upon the Scale, experience credit shall be as per the following:

- a) One (1) year of UMDNJ experience shall equal one (1) year of credit.
- b) Two (2) years of "outside" experience shall equal one (1) year of credit.

STEP	07/23/06	7/23/06 Rate	Plus \$4300	07/22/07	7/22/07 Rate
1	\$120,063	57.72	\$124,363	\$124,363	59.79
2	\$125,851	60.51	\$130,151	\$130,151	62.57
3	\$131,639	63.29	\$135,939	\$135,939	65.36
4	\$137,427	66.07	\$141,727	\$141,727	68.14
5	\$143,215	68.85	\$147,515	\$147,515	70.92
6	\$149,004	71.64	\$153,304	\$153,304	73.70
7	\$154,791	74.42	\$159,091	\$159,091	76.49

**Per Diem Rate – CRNA:**

Weekday: \$90 per hour  
Weekend: \$100 per hour

**Shift Differential:** The shift differential for CRNAs shall be \$5.00 per hour.

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

**Continuing Education:**

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

**22. EFFECTIVE DATE AND DURATION**

This Agreement, except as otherwise stated shall be effective on July 1, 2006 and shall remain in effect through June 30, 2010.

The parties will engage in a reopening for the period July 1, 2008- June 30, 2010. Negotiations for the reopening will begin no later than April 1, 2008. The following items will be considered in the contract reopening:

- 1) Wages and Differentials
- 2) HPAAE proposed retiree medical trust
- 3) Under current State law, pensions and health benefits are provided by the State of New Jersey through the Division of Pension and Benefits and are not under University control. Should legislation pass which provides the University with local control over those benefits, such benefits may be included as a topic in the reopening.

This Agreement shall remain in full force and effect from the date of execution thereof through June 30, 2010. The Agreement shall automatically be renewed from year to year thereafter, unless either party shall give to the other party written notice of its desire to terminate, modify or amend this Agreement. Such notice shall be given to the other party in writing by registered mail no later than January 1, 2010, or January of any subsequent year for which this Agreement was automatically renewed. Official notice to the University shall be made by addressing the Vice President for Human Resources. Official notice to HPAAE shall be made by addressing the President of HPAAE.

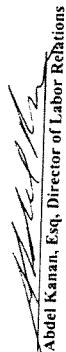
**23. SUCCESSIONSHIP**

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

IN WITNESS WHEREOF, the University of Medicine and Dentistry of New Jersey and the Health Professionals and Allied Employees, AFT, AFL-CIO, have caused this Agreement to be signed by their duly authorized representatives as of this 23rd day of April 2007.

University of Medicine & Dentistry of New Jersey

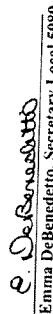
  
Bruce C. Vladeck Ph.D, Interim President

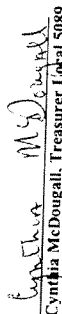
  
Abdel Kanan, Esq, Director of Labor Relations


  
Gerard Garcia, Acting Vice President for Human Resources

Health Professionals and Allied Employees, AFT, AFL-CIO

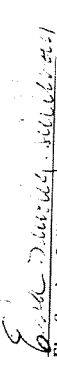
  
Ann Twomey, HPAAE President

  
Emma DeBenedetto, Secretary Local 5089

  
Cynthia McDougall, Treasurer Local 5089

  
Donald Bey


  
Joy Anderson, Co-President Local 5089

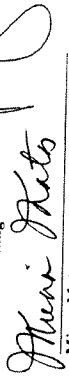
  
Elsa Sanchez-Sullivan, Co-President Local 5089


  
Albert Abdemag

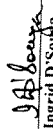
  
Jamis Bokma

  
Rose Faison


  
Carmela Hoefling

  
Mirna Matos


  
Patricia West

  
Ingrid D'Solka

  
Banita Herndon

  
Ewaryst Jadrask

  
Molly Varghese

  
Angie Joleta

## APPENDIX A – Shift Changes & Schedule Changes

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

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

Effective July 10, 1993, all Full Time employees who are regularly scheduled to work on a twelve (12) hour per shift basis (herby defined as flexi-scheduled) will be compensated for the exact number of hours worked per pay period.

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

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

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

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

Whenever an employee is absent for all scheduled work shifts during a work week in which the employee is normally scheduled to work four (4) work shifts due to illness, the employee shall be charged for the use of fifty-two (52) hours of accrued sick leave and shall have said number of hours deducted from the employee's accrued total sick leave hours.

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

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

**APPENDIX C – Target Staffing Levels**

**Appendix C – Target Staffing Levels**

Division  
Family Health Services

LNII	Total Vacancies	HPAE recommended levels	Average Unit Ratio	Minimal Nurse:Patient Ratios	Team Target Recommendation
F Blue	1.5 (LPN) 0 (RN)	1.4	1:4.5	1:10	1:5
F Green	0	1:6	1:6.9	1:10	1:6
F Yellow	1.0	1:4	1:4.3	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. (L FN) 0 (RN)	1:6	1:7.3	1:8	1:7
FIN	0	1:4	1:3.5	1:4	1:4
FIGN	1.2	1:2	1:2	1:2	1:2
Peds ICU	5.6	1:2	1:2.1	1:2	1:2
Peds Step Down	N/A	1:4	Combined with PICU	1:4	1:4
L&D	0	1:2	1:2 OR standard if C/S	(5) RNs every shift	(6) RNs every shift

Recommendations: FG: More visibility and involvement of Assistant Nurse Managers, relief for breaks. Proper communication of acuity/workload when communicating with staffing office. FY: One RN should not be left alone without another licensed staff member. FNN: LPN(s) cannot assess infants, staffed with only (1) RN/(1) LPN. RN cannot leave unit for breaks. L&D staff should transport infants to FNN, current practice is for FNN staff to pick infant in L&D.

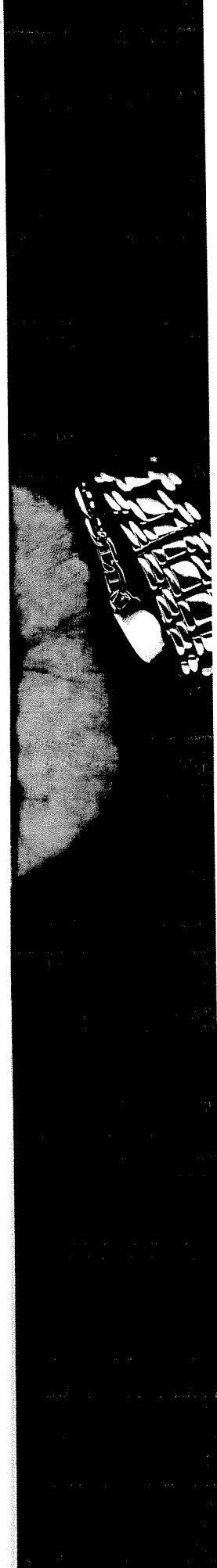
Factors For Consideration: FG: Investigate short stay patients from main O.R., being discharged from EY/SDS unit. A RN due to frequency of assessments must perform fetal monitoring for ante partum patients. L&D RN should support FG as "Resource Nurse" during L&D downtime. FIN: competencies should be evaluated and RN(s) should be cross-trained to PICU/Step-Down only. FIGN: Re-evaluate coordination of NA(s) & WC(s) weekend rotations in the nurseries. Consider ANM(s) doing transports and develop a Resource Nurse assignment per shift that ensures all equipment is functioning, responds to L&D resuscitations and performs all internal and external transports, relieves for breaks, assist with high acuity cases, supports new nurses with procedures. Orientation of new nurses to the PICU. Divisional: a) Increase the function and utilization of Ward Clerks and Nursing Assistants. b) Hire a Patient Representative for the division on 3 PM-11PM to assist with family and visitor needs. c) Establish a permanent FHS float pool.

Consensus reached X Yes

Staffing Subcommittee Team Members

1. Ena Anderson, RN (FG)
2. Meredith Guimella, RN (FIGN)
3. Carolyn Webb, RN (FG)
4. Joy Anderson (FG/HPAE Negotiating Team)
5. James Henry, RN, DOPCS
6. Donna Jackson, RN, Nurse Manager

Joint Nurse Staffing Advisory Council met on June 19, 2003 the following changes to the staffing subcommittee recommendations were made. FY changed to a 1:6 with the understanding that (2) licensed personnel will be on the unit with a census of (5) or greater and that if the census falls below (5) a second NA will be assigned to the unit. FNN: the recommended inpatient staffing ratio was changed to 1:7 and FG the recommended target-staffing ratio was changed to 1:6. All of the other recommendations were accepted as submitted. Additional RN FTE(s) required to meet recommended target-staffing ratios: (2) FTE.





DIVISION

Emergency Department

UNIT	Total Vacancies	HPAE recommended levels	Average Unit Ratio	Minimum Staffing Nurse/Patient Ratio	Team Target Recommendation
ED	20	1:4	Unable to determine		See below
Critical Care		1:2			
Trauma		1:1			
Trauma				1	2
Triage				1	2
Pediatrics				1	2
Psychiatry ED				1	1
Main ED (C370)				1	7
Total on duty every shift				5	14

Recommendations:

1. Look at nurse-patient care assignments in the main ED (C370).
2. Improve utilization and supervision of ancillary staff.
3. Implement Nursing Management rounds in all areas of the ED potentially every hour.
4. Enlist staff support for new graduate program and preceptor participation.
5. Improve per diem rate and incentive for shifts booked.
6. Change current process for completion of assignment sheets, looking at RN expertise/skill mix more closely.

Factors For Considerations:

1. Lack of administrative support for Nursing Leadership.
2. Improve staffing office support regarding agency assignment.
3. Improve PCC coverage and assistance with recurring bed assignments.
4. Determine thresholds for initiation of bed meeting. (ICU vs. Telemetry vs. PCU vs. General Care bed) for holds in the ED.
5. Re-examine the process for implementation of ED delivery, obtaining clinical input (M.D. & RN.) into the process.

Staffing Subcommittee Team Members:

1. Robert Hoon, RN (ED)
2. Ron C. Bagley, RN (EPAE Negotiation Team)
3. Stacey Blackmon, RN (ED)
4. Elizabeth Parretti, DOPCS, Emergency Services
5. Kathy Ennis, Supervising APN, ED Scheduling Coordinator

Reviewed by Joint Nurse Staffing Advisory Council on June 16, 2003, recommendations accepted as submitted for presentation to the Nurse Practice Council on July 16, 2003. Changes made to the final divisional worksheet to reflect Minimum Staffing, Nurse/Patient ratio. No additional FTE(s) required for this division.

DIVISION

Critical Care

UNIT	Total Vacancies	HPAE recommended levels	Average Unit Ratio	Minimum Nurse/Patient Ratio	Team Target Recommendation
SICU	4.6	1:2	1:1.7	1:3	1:2
NICU	2.0	1:2	1:1.8	1:3	1:2
PACU	2.6	1:2	-	1:3	1:2
G-Blue PCU	0.6	1:5	1:4.7	1:10 (S)*	1:6
G-Blue PCU	N/A	1:4	*	1:4	1:4 With NA assigned
G-Blue Stroke Unit	N/A	1:4	*	1:4	1:4 With NA assigned
E Blue PCU	2.2	1:5	1:4.4	1:10 (S)*	1:6
E Blue PCU		1:4	*	1:4	1:4

\*Combined

Recommendations: SICU, Liver Transplant 1:1 until stable, CVVHD 1:1 until discontinued.

Factors For Consideration: Critical Care Transport Team. On call team PACU/STICU (sleep day).

Staffing Subcommittee Team Members:

1. Linda McGinnis, RN, DOPCS
2. Kathy Donnelly, RN, Nurse Manager
3. Ingrid D'Souza, RN (SICU/HPAE Negotiating Team)
4. Carolya Njoko, RN (PACU)
5. Nadine Couch, RN (PACU/HPAE Negotiating Team)
6. Karen Cullane, RN (SICU/HPAE Negotiating Team)

Reviewed by Joint Nurse Staffing Advisory Council on June 16, 2003, recommendations accepted as submitted for presentation to the Nurse Practice Council on July 16, 2003. No additional FTE(s) required for this division.

DIVISION

Cardiac Services

UNIT	Total Vacancies	HPAE recommended levels	Average Unit Ratio	Minimum Staffing Nurse/Patient Ratio	Team Target Recommendation
IY2	5	1:2	1:1.8	1:3	1:2
CTICU	9	1:2	1:1	1:3	1:1**
I Blue	2.0	1:4	1:5.1*	1:10	1:6
I Blue PCU	* Combined	1:4	1:4	1:4	1:4 with NA Assigned

\* Cardiac only, when combined with Med-Surg patient ratio is 1:6

\*\* Until Stable

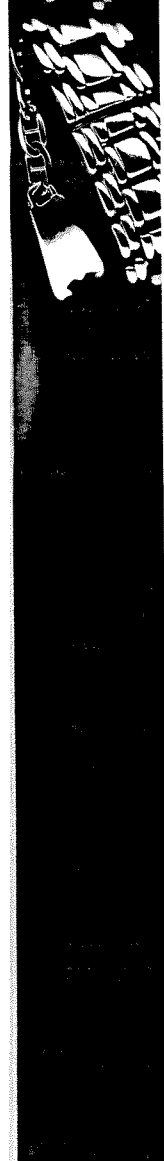
Recommendations: All patients on CVVHD and IABP 1:1 always. Pay a float differential to nurses who are being floated to CTICU from with in the same float district (IV-II). Consider contracting with a Travel Agency for long-term assignments. Consider a critical care differential.

Factors For Considerations: Need to address physician behavior, do a team building exercise with physicians and nurses, which promotes collaborative practices not a dictatorship. Telemetry has telemetry technicians, when they call out sick they are replaced by RN(s). Consider having EKG technicians cross-trained to fill in for telemetry technicians only when emergently necessary. Nursing Assistants should not be used for 1:1 coverage on other units, consider the use of sitters.

Staffing Subcommittee Participants

1. Patricia Jones, Nurse Manager (IY2/CTICU)
2. Fabienne Ryan, DOPCS, Cardiac Services
3. Geraldine Bernard, RN (IB)
4. Banita Herndon, RN (IY2)
5. Ingrid D'Souza, STICU (HPAE Negotiating Team)

Reviewed by Joint Nurse Staffing Advisory Council on June 16, 2003, recommendations accepted as submitted for presentation to the Nurse Practice Council on July 16, 2003. Change made to CTICU, 1:1 recommended targeted staffing ratio "until stable." No additional FTE(s) required for this division.



DIVISION

Medical -Surgical

UNIT	Total Vacancies	HPAE recommended levels	Average Unit Ratio	Minimum Staffing Nurse/Patient Ratio	Team Target Recommendation	Additional RN FTE(s) Needed
H-Blue	6.0	1:5	1:7.3	1:10	1:6	3
H-Green	0	1:5	1:8.3	1:10	1:6	0
H-Yellow	0	1:5	1:6.8	1:10	1:5	3
IY1	3.2	1:2	1:2.1	1:3	1:2	0
D-Green	1.6	1:5	1:6	1:10	1:6	0
H-Yellow PCU	1.6	1:4	Not established	1:4	1:4	See Above

Recommendations: IY-1: CVVHD 1:1, IABP 1:1, Liver Transplant 1:1 until stable. Increase education level of PCU RN(s) to Critical Care. On call float pool on a voluntary basis. Second RN assigned to HY PCU when there is a post Liver Transplant to maintain infection control precautions, RN will have that patient with (2) floor patients. Dedicated Nursing Assistants to the PCU. Increase education of the Nursing Assistants to Patient Care Technicians.

Factors For Consideration: MD related concerns, cost for on call proposal, timely implementation. Internal and external customer and employee satisfaction.

Staffing Subcommittee Team Members

1. Judy Colorado, DOPCS
2. Ferric Bell-Woodley, RN, Nurse Manager
3. Liddie Jimenez, RN (HY)
4. IcINETTE Clark (HIC/HPAE Negotiating Team)
5. Karen Cullinane, RN (HPAE Negotiating Team)
6. Nadine Couch (HPAE Negotiating Team)

Reviewed by Joint Nurse Staffing Advisory Council on June 16, 2003, recommendations accepted as submitted for presentation to the Nurse Practice Council on July 16, 2003. Change made to D-Green recommended target-staffing ratio to 1:6. Additional RN FTE(s) required to meet recommended target staffing ratios: (3) H-Yellow, (3) H-Blue.

Summary of Divisional Worksheet for the Joint Staffing Advisory Council  
 RWJMS - CINJ  
 June 13, 2003

Unit	Total Nurse Staffing	Average Daily Visit	HPAE Recommended Levels	Team Target Recommendation
Telephone Triage	1 FT 1 PT			2 FT RNs
Treatment	7 FT RN 5 PT RN 3 Per Diem	60 -90 and 20 add ons	1:10	0

Recommendations

D: Cunningham noted that she would be addressing the staffing request for Telephone Access Triage in this year's budget; she noted that she has been able to successfully address growth needs of CINJ year by year

Present:

Elsa Sanchez Sullivan, RN, Eric B. Chandier Health Center  
 Susan Schwarz, RN, CINJ  
 Cynthia Arnold, RWJUMG Admin  
 Regina Cunningham, CINJ Admin  
 Judy Much, CINJ Admin

DIVISION

UNIT	Total Vacancies	HPAE recommended levels	Average Unit Ratio	Minimum Nurse/Patient Ratio	Team Target Recommendation
G- Yellow	0	1:6	1:7*	1:11(general)	1:6
STCF		1:4		1:3 D/E- 1:5 N	1:3 D/E- 1:5 N

\*Combined ratio

Recommendations: Fill nursing vacancies factor in acuity. Capture data on GY 1:1(s) and frequency of RN coverage. Increase communication with ED to ensure timely processing of admissions prior to 10 PM.

Factors For Consideration: Address RN(s) having to go to the Pharmacy for medications on weekends. Unit clerks should take off orders. Nursing Assistants to run certain groups. Hire Mental Health Specialist. Eliminate non-nursing duties. Utilize Nurse Practitioners more efficiently. Ensure clothing and valuables and assessments of safety factors are complete prior to transfer from ED. Ensure appropriate personnel are evenly distributed on every shift. Admissions after 10 PM.

Staffing Subcommittee Team Members:

1. Chris McCallion, DOPCS
2. Prince Keena, RN (GY)
3. Donald Bey, RN (HPAE Negotiating Team)

Reviewed by Joint Nurse Staffing Advisory Council on June 16, 2003, recommendations accepted as submitted for presentation to the Nurse Practitioner Council on July 16, 2003. Note: The staffing skill mix for the STCF consists of a RN and NA. No additional FTE(s) required for this division.

Side Letter of Agreement #1



University of Medicine & Dentistry of New Jersey

Human Resources

65 Bergen Street, Room 1237  
University Heights  
Newark, NJ 07102-3001

November 1, 1996

Ann Twomey, President  
H.P.A.E.  
110 Kinderkamack Road  
Emerson, New Jersey 07630

RE: Union Dues

Dear Ms. Twomey:

As agreed, please be advised that no later than ninety (90) days from the ratification of this Agreement, the University and the Union will meet to discuss problems related to the deduction of dues and the information provided with dues payments. The parties further agree to discuss the feasibility of providing the information required under Articles 2.01, 2.03 and 2.04 to the Union by computer diskette.

Please indicate your agreement by signature below.

Very truly yours,

Howard J. Pripas, Esq.  
Director of Labor Relations

HJP/mp

c: Karen Kavanagh  
Marianne McConnell



The University is an affirmative action/equal opportunity employer

Side Letter of Agreement #2



University of Medicine & Dentistry of New Jersey

Human Resources

65 Bergen Street, Room 1237  
University Heights  
Newark, NJ 07102-3001

May 17, 2000

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

RE: Scrub Outfit

Dear Ms. Twomey:

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

Please indicate your agreement by signature below.

Very truly yours,

Howard J. Pripas, Esq.  
Director of Labor Relations

HJP/mp

c: Ronald A. Brooks

Ann Twomey, President  
Health Professionals and Allied  
Employees



The University is an affirmative action/equal opportunity employer

Side Letter of Agreement #3



University of Medicine & Dentistry of New Jersey

Human Resources

65 Bergen Street, Room 1217  
University Heights  
Newark, NJ 07102-1061

May 17, 2000

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

RE: Availability of Voluntary Overtime

Dear Ms. Twomey:

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

Please indicate your agreement by signature below.

Very truly yours,

Howard J. Pripas, Esq.  
Director of Labor Relations

HJP/mp

c: Ronald A. Brooks

Ann Twomey, President  
Health Professionals and Allied  
Employees



The University is an affirmative action/equal opportunity employer

Side Letter of Agreement #4

Side letter Closure of a Unit

May 17, 2000

In the event of the closure or reorganization of a nursing unit, the University and the Union agree that the following procedures shall be implemented if the number of vacancies in the geographic location exceeds the number of affected bargaining unit employees:

1. The University shall provide as much notice of the closure or reorganization of the nursing unit to employees and the Union as is possible, but no less than that specified in Section 4.09 or 4.11, whichever is applicable.
2. Bargaining unit employees affected by the closure or reorganization shall be provided with a seniority list of the affected employees and a list of vacant positions in the geographic location. The list of vacant positions shall, for each nursing unit where there are vacancies, include the available shifts and the requirements of the positions.
3. Bargaining unit employees affected by the closure or reorganization shall choose, by University seniority, vacant positions for which they meet the requirements.

All other layoffs due to lack of work in the job classification or reductions due to economic considerations shall be implemented as per Section 4.09 or 4.11, whichever is applicable.

Ann Twomey, President  
Health Professionals and Allied Employees

Howard J. Pripas, Director of Labor Relations  
UMDNJ

Side Letter of Agreement #5

MAY 27, 2003

UMDNJ 3<sup>rd</sup> COUNTERPROPOSAL  
PRESENTED TO HPAE, LOCAL 5089  
OF THE PARTIES' SUCCESSOR  
COLLECTIVE NEGOTIATIONS AGREEMENT

*The University of Medicine and Dentistry of New Jersey reserves the right to add to, amend, modify or withdraw this proposal with or without notice to the Union prior to such time as an agreement is reached. There is no agreement on this issue until the HPAE membership and the UMDNJ Board of Trustees have ratified it.*

Side Letter of Agreement 8

A. General

*The Union and the University agree that staffing needs fluctuate over time and are influenced by many factors. These factors include patient data indicators and structure indicators, as per Side Letter 5. To ensure appropriate staffing, these nurse sensitive quality indicators are considered by the University in determining appropriate staffing.*

*The University's practices shall remain consistent with all staffing guidelines contained in its master staffing policies. The University shall continue to follow all staffing guidelines promulgated by New Jersey State Law and/or the New Jersey Department of Health and Senior Services. The University shall consider professional standards as developed by recognized specialty nursing organizations (e.g. AORN, ENA) to further define staffing guidelines*

B. Joint Nurse Staffing Advisory Council

*The University and Union agree that within fourteen (14) calendar days of agreement on this side letter, a Joint Nurse Staffing Advisory Council (hereinafter "Advisory Council") will be formed at each University facility. The Advisory Council will meet as appropriate, but no less than once per quarter. The Advisory Council will consist of up to ten (10) members, five (5) on behalf of the University and five (5) on behalf of registered nurses employed by the University. The Advisory Council will review all recommendations from the staffing sub-committees (defined infra) and, within twenty-eight (28) calendar days from agreement on this side letter, will make final recommendations for changes to University Policies. The Advisory Council will be responsible for monitoring and reviewing the target staffing levels set forth in the Master Staffing Policies.*

*For the University, the Advisory Council will consist of the Chief Nursing Officer Executive, Director or his/her designee, a Patient Care Coordinator or his/her designee, a Director of Patient Care Services or Nurse Administrator, a Nurse Manager and an Assistant Nurse Manager.*

*At least four of the five Union Advisory Council members must be professional registered nurses employed by the University.*

C. Joint Nurse Staffing Sub-Committees

*The University and the Union agree that within fourteen (14) calendar days of agreement on this side letter, joint nurse staffing sub-committees (hereinafter "staffing sub-committees") will be formed. These staffing sub-committees will consist of a Director of Patient*

Care Services or Nurse Administrator, a Nurse Manager or his/her designee, and two (2) staff nurses

For University Hospital, there shall be eight staffing sub-committees, representing each of the following eight divisions: family health services, peri-operative special procedures/radiology, critical care (surgical/trauma), emergency department/flight team cardiac services, ambulatory care, medical/surgical care, and psychiatry.

For each of the other campuses of the University, the organizational structure of the sub-committees will be determined on a facility-by-facility basis.

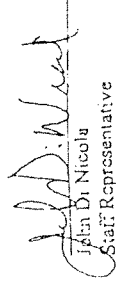
All staffing sub-committees shall meet to study and analyze staffing data, use of nursing time and/or nursing functions. Where appropriate, the staffing sub-committees will develop recommended target staffing levels. Within twenty-one (21) calendar days from agreement on this side letter, the staffing sub-committees shall make any recommendations for changes to the University's Master Staffing Policies. These recommended target staffing levels will be reviewed by the Advisory Council, which will make the final recommendations for changes to the University's Master Staffing Policies. Nothing contained herein shall be interpreted as requiring the staffing sub-committees to recommend changes to any particular division or department of the University. Once the recommendations have been made, the staffing sub-committees shall meet only as requested by the Advisory Council.

Neither the Advisory Council nor the staffing sub-committees shall be construed as having the authority or entitlement to negotiate. Action or non-action by the Advisory Council shall not be subject to the grievance and arbitration procedures of this agreement.

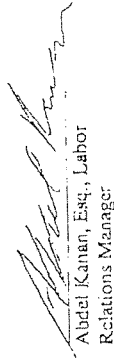
Data shared in the administration of this Article shall be for the exclusive internal use of the University and the Union.

Data shared in the administration of this Article shall be for the exclusive internal use of the University and the Union.

FOR HPAAE LOCAL 5089:

  
John Di Nicola  
Staff Representative

FOR U.M.D.N.I.:

  
Abdel Kanan, Esq., Labor  
Relations Manager

Side Letter of Agreement # 6

January 11, 2007

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


Re: Diversity Training

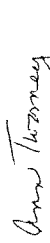
Dear Ms. Twomey:

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

Please indicate your agreement by signature below.

Very truly yours,

  
Abdel Kanan, Esq.  
Director of Labor Relations

  
Ann Twomey, President  
Health Professionals and Allied  
Employees

Side Letter of Agreement # 7

January 11, 2007

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

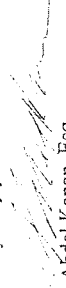
Re: Exempt Employees

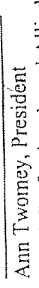
Dear Ms. Twomey:

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

Please indicate your agreement by signature below.

Very truly yours,

  
Abdel Kanan, Esq.  
Director of Labor Relations

  
Ann Twomey, President  
Health Professionals and Allied  
Employees



Side Letter of Agreement # 8

January 11, 2007

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

Re: Early Response Teams

Dear Ms. Twomey:


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


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

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

Please indicate your agreement by signature below.

Very truly yours,

  
Abdel Kanan, Esq.  
Director of Labor Relations

  
Ann Twomey, President  
Health Professionals and Allied  
Employees

Side Letter of Agreement # 9

January 11, 2007

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

Re: Lead Safety Wear

Dear Ms. Twomey:


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


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

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

Please indicate your agreement by signature below.

Very truly yours,

  
Abdel Kanan, Esq.  
Director of Labor Relations

  
Ann Twomey, President  
Health Professionals and Allied  
Employees

Side Letter of Agreement # 10

January 11, 2007

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

Re: University Correctional Health Care Lock Down

Dear Ms. Twomey:

As agreed, please be advised that within thirty (30) days of ratification, the University will make a proposal to the Department of Corrections ("DOC") to pay for all time spent in the DOC facilities where a lock down prevents staff from leaving at their regularly scheduled time.

Please indicate your agreement by signature below.

Very truly yours,



Abdel Kanan, Esq.  
Director of Labor Relations



Ann Twomey, President  
Health Professionals and Allied  
Employees

Side Letter of Agreement # 11

January 11, 2007

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

Re: Employee Feedback

Dear Ms. Twomey:

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

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

Please indicate your agreement by signature below.

Very truly yours,



Abdel Kanan, Esq.  
Director of Labor Relations



Ann Twomey, President  
Health Professionals and Allied  
Employees

# Constitution

and

# By-Laws

of

Local 5089

**Health Professionals and Allied Employees**  
*AFT/AFL-CIO*

**Registered Nurses**

Ratified by membership of Local #5089  
February 4, 2004

## CONSTITUTION & BY-LAWS OF LOCAL #5089

### ARTICLE I. NAME:

The name of this organization shall be the Health Professionals and Allied Employees, AFT/AFL-CIO, Local #5089.

### ARTICLE II. OBJECTIVES:

The objectives of this organization shall be as follows:

- A. To provide the representation for all its members to bargain collectively with respect to wages, hours and working conditions of employment, to negotiate written agreements with employers relating thereto and to achieve benefits and working conditions at all levels commensurate with the skills and expertise required of its members.
- B. To seek recognition of the special skills, training and commitment to patient care that nursing requires and therefore to facilitate an environment that is conducive to effective nursing practice in accordance with the New Jersey Nurse Practice Act.
- C. To achieve a working environment in which the membership is satisfied that the goals of effective patient care are met while the safety of the nurse at the bedside is maintained.
- D. To maintain and improve employment standards related to members and to critically examine and evaluate all new developments relating to their professions and all legislation which may have an effect upon the membership.
- E. To enable members to speak with a common voice on matters pertaining to their professional and common interests.
- F. To engage in research and educational activities to promote a better understanding and advancement of this organization.
- G. To foster and develop harmonious relations with other labor organizations and the community to promote awareness of issues of mutual concern.
- H. To promote the health, wealth and safety of all members and to take such action as may be necessary to protect the interest of the organization and each of its members and affiliates.
- I. To engage in all lawful and incidental activities and to take such other action as shall be necessary to effectuate the aforesaid objectives of this organization.
- J. To develop an effective channel of communication between the employer and our members and maintain a communication network to adequately inform the membership of common concerns, benefits and opportunities in an efficient and timely fashion.
- K. To encourage the widest participation of members so that the Local's leadership bodies and activities adequately represent and reflect the full range and diversity of members views, interests and concerns.

### ARTICLE III. JURISDICTION

The jurisdiction of this Local #5089 is the registered professional nurses at the University of Medicine and Dentistry.

### ARTICLE IV. MEMBERSHIP:

#### Section 1. Qualifications

- A. All registered professional nurses whose membership is not specifically prohibited by this Constitution and By-Laws of this organization shall be eligible for membership so long as they agree to abide by the Constitution and By-Laws. No person shall be denied membership on the basis of race, creed, color, sex, age, marital status, national origin or religion.
- B. All other individuals who wish membership with HPAAE may apply, in writing, to the HPAAE Executive Council. This membership application is subject to a membership vote for acceptance.

#### Section 2. Dues

All members shall pay initiation fee and dues, as set by the State Federation, to the State Federation.

#### Section 3. Assessments

A per capita assessment, in addition to dues, may be levied upon the membership if the amount and method of payment of such assessment has been approved:

- A. By a majority vote of its members in good standing present at a regular or special meeting after a reasonable notice of the intention to vote upon such a question.
- B. By a majority vote of members in good standing in a membership referendum conducted by secret ballot.
- C. When an assessment is proposed by the Local Executive Board, or by action at a meeting of the local union, a notice shall be mailed to the members in good standing at least two (2) weeks in advance of the secret ballot vote on the issue.

#### Section 4. Maintenance of Membership

A member who leaves the jurisdiction of this local may resign as an active member. Arrangements may be made to maintain an inactive membership status through the State Federation.

#### Section 5. Termination of Membership

A member who remains in the jurisdiction of the Local and elects to resign membership shall follow the procedure set forth below:

- A. (1) On an annual basis, a member may resign during the thirty (30) calendar day period next preceding the said member's anniversary of the most recent membership application. Such time period shall commence on the thirtieth (30) day preceding the anniversary date and shall terminate on the anniversary date of said membership application; or,  
(2) In addition to provision A. (1) above, a member may resign during the first five (5) days of January each year, exclusive of holidays and weekends.
- B. All resignations must be accomplished in accordance with the procedure specified herein. Any resignation which does not follow the procedure set forth herein shall be invalid and shall have no force or effect.
  - (1) All resignations shall be in writing and shall be sent by registered mail only postmarked the dates set forth above.
  - (2) Such registered letter shall be sent to the main HPAAE office and shall be addressed to the Local union's Co-Presidents.
  - (3) Such registered letter shall clearly state the intention to resign. Such statement shall be accompanied by the said member's current address, work location and assignment. Such letter shall contain the signature of the member seeking to resign. Members seeking to resign may include reasons for resignation.
  - (4) All letters of resignation shall be accompanied by an authorization revoking the deduction of dues and the intent to no longer pay membership dues. Such letter of revocation of dues deduction authorization must also be sent to the said member's employer who makes such deductions at the same time such letter is sent to the Union.
- C. Any failure to fully comply with each and every element of the above procedure shall void the resignation effort and said resignation effort shall have no force or effect.
- D. Any member who resigns pursuant to the procedure set forth above shall not from that time forward be caused to bear any financial obligation which is solely incidental to full union membership. Any required financial adjustments shall be made as soon as possible.

#### Section 6. Reinstatement of Membership

Reapplication for membership to this Local may be made at any time by submitting a new application which may include reasons for both resignation and reinstatement. Along with the application for membership and payment of initiation fee as set forth in Section 2 of this Article.

**ARTICLE V. MEETINGS:**

**Section 1. Regular Membership Meetings**

Regular meetings of the general membership shall be held semiannually and as necessary as determined by the Local Executive Board and representatives of the Local.

**Section 2. Special Membership Meetings**

A special meeting of members may be called at any time by the Local Executive Board and representatives of the Local or by written request of twenty-five (25%) percent of the membership. Only these items set forth in the notice of a special meeting shall be discussed and acted upon at such a meeting.

**Section 3. Notice**

Written notice of each meeting, regular or special shall be mailed to each member and/or posted on a HP/AE bulletin board no less than three (3) days prior to the meeting.

**Section 4. Open/Closed Regular or Special Meetings**

Each meeting, regular or special shall be restricted to members only unless otherwise stated on written notice. Determination for an open meeting is to be made by the Local Executive Board and representatives of the Local or by written request of twenty-five (25%) percent of the membership.

**Section 5. Quorum**

A quorum for the transaction of business at a regular or special meeting shall be defined as follows:

- A. One-half (1/2) or more of the Local Executive Board plus a sufficient number of members so that the total number of officers and other members equals ten (10%) percent of the members in good standing.
- B. In the absence of a quorum, business may be discussed and minutes taken but no vote shall be taken on any issue.

**Section 6. Local Executive Board Meetings**

Regular meetings of the Local Executive Board will take place bimonthly. Additional meetings may be scheduled, as necessary, by the Co- Presidents.

**ARTICLE VI. EXECUTIVE BOARD, OFFICERS and REPRESENTATIVES**

**Section 1. Executive Board**

The Local Executive Board shall be the governing body of the local. It shall supervise the affairs of the local and shall have the authority to make rulings and adopt policies not covered by the Constitution and By-Laws which are consistent with the provision of the Constitution and By-Laws.

The Local Executive Board shall consist of four elected officers: (2) Co-Presidents, (1) Secretary, (1) Treasurer and the six appointed committee chairs: (2) Co-Grievance Chairs, (1) Joint Nurse Staffing Advisory Council, (1) Labor/Management, (1) COPE, and (1) Health and Safety Chairs.

**Section 2. Co-presidents**

Two co-presidents shall be elected by the local s membership. One co-president shall work at the Newark campus of UMDNJ, and the other co-president may come from any UMDNJ campus.

It shall be the co-president s duty to administer the affairs of the Local and to execute policies established by the Local.

The co-president who works at the Newark campus shall coordinate the activities of the Local at the Newark campus.

The other co-president shall coordinate the activities of the Local at the New Brunswick/Piscataway and Stratford/Camden campuses.

A co-president shall be appointed by the Local Executive Board to serve as the Second Vice President on the State Executive Council of the State Federation. The Co-President may rotate these positions each year. The Grievance Chair from the Newark Campus shall serve on the State Executive Council. The Co-Presidents shall be a delegate to the State and National Convention.

**Section 3. Secretary**

The Secretary shall keep or cause to be kept an accurate record of minutes of the meetings of the Local and shall give or cause to be given notices of all meetings in accordance with these By-Laws. The Secretary shall be responsible for the Local newsletter, and shall in general perform all duties incidental to the Office of Secretary. The Secretary shall be a delegate to the State and National Convention.

**Section 4. Treasurer**

The Treasurer shall keep or cause to be kept an accurate record of all membership fees including but not limited to dues, initiation fees, assessments and shall in general perform all duties incidental to the Office of the Treasurer. The Treasurer shall be a delegate to the State and National Convention.

**Section 5. Co-Grievance Chairs**

The Co-Presidents shall appoint, subject to the approval of the Local Executive Board, (2) members to serve as Grievance Co-Chairpersons. The primary responsibility of one Chairperson will be the grievance handling for bargaining unit members at the hospital in Newark. The primary responsibility of the other Chairperson will be grievance handling for bargaining unit members at other University campus locations. The Grievance Co-Chairpersons will establish and train a grievance committee.

**Section 6. Representatives**

The Local Executive Board will determine the number of unit representatives and their assignments. The role of the unit representative is to assist members with grievance handling and provide communication between the membership and the Local Executive Board.

Representatives are responsible for participation at the Step One level of the Grievance Procedure. No member who has attended less than one-third (1/3) of the regular or special meetings of the Local shall be eligible to run for elected office of the Local.

**Section 7. Vacancies**

In the event that a vacancy occurs in any elected position due to change in status or otherwise, such vacancy shall be filled as soon as practicable in the following manner:

- A. Co-president; a special election shall be held within 60 days of the vacancy.
- B. For vacancy of any other officer, representative, or Committee Chair, the Co-Presidents, subject to the approval of the Local Executive Board, shall appoint a member to fill the vacancy for the remainder of the term.

**Section 8. Reimbursement for Union Business**

Any officer, representative or member attending to duly authorized union business will be reimbursed for expenses incurred such as tolls, mileage and parking.

**Section 9. Term of Office**

Term of office shall be for two (2) years.

**ARTICLE VII. COMMITTEES**

**Section 1. Appointment, Number and Term**

The committees of the Local shall be standing or special committees. Each standing committee shall consist of no less than three (3) active members. The committee chairperson shall be appointed by the Co-Presidents of the Local, the committee members by the chairperson of the committee, all subject to the approval of the Local Executive Board. Each standing committee member's term shall be concurrent with the local's term of office. Each standing committee shall hold meetings as designated by the committee chairperson.

**Section 2. Standing Committees**

**A. Labor-Management Committee**

This committee shall meet once a month with management to discuss issues of mutual concern to the Local or the University. It shall adhere to the guidelines in Article 3, Sect. 3.04 of the collective bargaining agreement.

**B. Joint Nurse Staffing Advisory Council**

This committee shall meet with management and is responsible for monitoring and reviewing staffing minimums and targets set forth in the master staffing policies and the collective bargaining agreement. There will be three committees representing University Hospital, UBHC, and RWJ-Medical School. They will adhere to the guidelines in Article 3, Sect. 3.05 of the collective bargaining agreement.

**C. Health and Safety Committee**

This committee shall coordinate the Local's efforts to insure that union members work in a safe and healthy work environment.

**D. Committee on Political Education (COPE)**

This committee shall be responsible for following legislation and political activity that may have an impact on the Local. The committee shall participate on the State Federation's COPE committee. The committee will make recommendations to the Local Executive Board regarding the Local's participation in legislative and political issues. The committee will coordinate community education and outreach on these issues.

**Section 3. Special Committees**

Special Committees may be appointed by the Co- Presidents with the approval of the Local Executive Board for such special tasks as warranted. Special committees shall be limited to the activities necessary to accomplish the tasks for which they were created and upon completion of such tasks, shall be discharged.

**A. Committee on Negotiations**

This Committee shall investigate and formulate proposals desired by the membership as a basis for entering into negotiations with the Employer. The President will chair this committee and will determine the number of committee members. The Committee will bargain in good faith as representatives of the membership. In the event a satisfactory tentative agreement between the negotiating committee of the Local and the employer is not reached, the membership of the Local may consider and authorize actions which are not in conflict with this Constitution and By-Laws.

**B. Committee on Nominations and Elections**

This committee will be composed of members in good standing who shall formulate all the rules and procedures for the conduct of elections. No member of this committee can also be a candidate in an election while the member is serving on the nominations committee.

**C. Constitution and By-Laws Committee**

This committee shall be responsible for reviewing, interpreting and evaluating the need for amendments to the Constitution and By-Laws.

**ARTICLE VIII. STRIKES AND JOB ACTIONS**

**Section 1. Local Membership Authorization**

A. Local membership may authorize job actions or other concerted activity including but not limited to a strike as a means of resolving deadlocked negotiations or other disputes provided the procedures outlined in Article VIII, Section 2 have been followed.

**Section 2. Voting Procedures**

- A. The decision to engage in a job action or other concerted activity must be authorized by the Local membership involved through a simple majority of votes cast by secret ballot.
- B. The decision to engage in a job action or other concerted activity will be limited solely to those members who are employees of the particular institution or employer in question.
- C. Notice, by mail and by posting, shall be given to all eligible members at least three (3) days prior to the vote, if time permits.

D. Voting will be conducted by secret ballot and, if time permits, by mail. Only those mailed ballots received at the time of the vote shall be counted with those ballots cast in person.

**ARTICLE IX. RATIFICATION OF CONTRACT**

The ratification of a negotiated collective bargaining Agreement will be accomplished:

A. Upon tentative Agreement, a general membership meeting will be scheduled.

B. By secret ballot, a majority of ballots cast in favor shall be required to ratify any tentative Agreement arrived at by the negotiations committee.

**ARTICLE X. OFFENSES, DISCIPLINE AND HEARING**

**Section 1. Offenses**

It shall be an offense against the Union:

- A. For any member to knowingly make any false statements or misrepresentations in or in connection with said member's application for membership.
- B. For any member to commit any acts which are seriously detrimental to the interests of the organization.
- C. For any member to knowingly violate or to conspire or attempt to violate the Constitution and By-Laws of the organization, any laws promulgated thereunder or any lawful order of the Executive Council of the State Federation.
- D. For any member to knowingly work for an employer against whom a strike has been called, unless supported by membership vote.
- E. For any member to interfere with the performance of legal or contractual obligations of the Union or its affiliates, or the officers thereof.
- F. For any member to commit or to conspire, incite or attempt to commit violence against any other member.

**Section 2. Discipline**

- A. The term "discipline" when used in this Article, shall include without limitation a fine, suspension or removal from office, disqualification to run for office, suspension or expulsion from membership.
- B. Any officer or member of the Local Executive Board found guilty of any offense may be removed from office.

- C. The penalty for any violation resulting in a wrongful loss of property to any individual or to the union may include a provision for reimbursement to the body suffering loss

#### *Section 3. Charges*

- A. Charges against a member of the Union for any violation of the provisions of this Constitution and By-Laws must be made in writing, signed by the members making such charges and presented to the Chief Executive Officer within six (6) months of the occurrence of the offense or knowledge of occurrence of the offense.
- B. In the case where charges are filed against an officer, such charges will be presented to the highest ranking officer who is not named in the charges.
- C. The officer receiving such charge will forward a copy to the member or officer cited by registered mail to the last known address of the charged party.

#### *Section 4. Investigation and Due Process*

- A. Within a thirty (30) day period of time of the mailing of the charge, a hearing will be scheduled. The hearing date shall not exceed sixty (60) days from the date of the mailing of the charges. All parties will be notified of such date, time and place by certified mail.
- B. An Investigation Committee will be formulated comprised of Local representatives, not to exceed six (6) in number, and appointed by the Executive Council of the State Federation.
- C. The charged party may challenge any member of the Investigation committee because of the interest or bias by submitting a challenge in writing to all members of the Investigation Committee and to the Executive Council of the State Federation. If any challenged member does not request to be excused, the appointing authority shall review the merits of the challenge and, where the claim of interest or bias is sustained, shall cause the member to be relieved of serving. In event a vacancy occurs because of a request to be excused or because of removal for interest or bias, such vacancy shall be filled by appointment from the Executive Council of the State Federation in accordance with this Article.

- D. Either party may choose any other member, an interested third party, or an attorney to represent said member at the hearing.
- E. If insufficient evidence is presented against the charged party, the Investigation Committee shall dismiss the charge.
- F. If the charged party does not appear, the Investigation Committee nevertheless may, if presented with evidence sustaining the charge, make a finding of guilt and impose a punishment.
- G. The Investigation Committee may postpone the hearing for good cause shown.
- H. The burden of proof is on the charging party. Decisions shall be based only upon facts presented to the Investigation Committee during the proceedings and a finding of guilt shall only require a preponderance of the evidence.

- I. A stenographer may be present if requested by either party, seven (7) days prior to the hearing. The party requesting the transcript will assume the costs and will provide a copy to be distributed to the Investigations Committee and a copy to the other parties.
- J. The Investigation Committee will determine the truth of the charges by majority vote and will announce its verdict and punishment at that time. A report will be prepared within fourteen (14) days thereafter and sent by registered mail to the parties involved.
- K. Parties not complying with a verdict and punishment within thirty (30) days of receipt of notice thereof, shall be expelled from membership. However, if an appeal has been instituted during that thirty (30) day period, punishment shall not be imposed pending determination of the appeal.
- L. Within thirty (30) days of the verdict, appeal may be instituted by notifying the Investigation Committee and other parties in writing of such by certified mail. The appealing party may submit the matter to binding arbitration and will assume all cost of such arbitration. An arbitrator shall be appointed by the American Arbitration Association. The decision of the arbitrator shall be final and binding on all parties. If the arbitrator finds on behalf of the accused individual, said individual will be reimbursed the expenses of the arbitration

#### **ARTICLE XI. AMENDMENTS**

This Constitution and By-Laws may be amended by a vote of two-thirds (2/3) of those members voting in person or by mail ballot at any regular or special meeting provided that at least two (2) weeks in advance of any proposed amendment each member has been notified in writing or such topic has been posted.

#### **ARTICLE XII. SAVINGS CLAUSE**

If any provision of this Constitution and By-Laws is found to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions of this Constitution and By-Laws.

Ratified by membership of Local #5089  
Health Professionals and Allied Employees,  
AFT/AFL-CIO, February 4, 2004