

MEMORANDUM OF AGREEMENT

UNIVERSITY HOSPITAL

AND

**HEALTH PROFESSIONALS AND ALLIED EMPLOYEES, AFT, AFL-CIO
LOCAL 5059**

UNIVERSITY HOSPITAL (“Hospital” or “Employer”) and the HEALTH PROFESSIONALS AND ALLIED EMPLOYEES (“HPAE”), AFT, AFL-CIO, LOCAL 5089 (“Union”), having engaged in negotiations for an agreement to succeed the current Collective Negotiations Agreement (“Agreement”) between the Hospital and the Union that expired on September 30, 2024, hereby agree to the following amendments to the Agreement as set forth below.

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

1. Article 24, Effective Date and Duration: Revise Article to state as follows:

This Agreement, except as otherwise stated shall be effective on October 1, 2024 and shall remain in effect through September 30, 2027.

This Agreement shall remain in full force and effect from the date of execution thereof through September 30, 2027. 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 no later than March 1, 2027, or March of any subsequent year for which this Agreement was automatically renewed. Official notice to the Hospital shall be made by addressing the Chief Human Resources Officer of his/her designee. Official notice to HPAE shall be made by addressing the President of HPAE.

2. Tentative Agreements: The parties have reached tentative agreement on the following subjects, which shall be deemed part of this MOA and a copy is attached hereto:
 - A. Article 1 Agreement Scope
 - B. Article 2 Union Status-Section 2.01 Recognition
 - C. Article 2 Union Status-Section 2.02 Union Dues
 - D. Article 2 Union Status-Section 2.03 Transmission of Dues
 - E. Article 2 Union Status-Section 2.06 Union Business
 - F. Article 3. Professional Practitioner Status- Section 3.02 Staff Development Programs
 - G. Article 3. Professional Practitioner Status- Section 3.05 Evaluations
 - H. Article 4. Employee Status- Section 4.03 Per Diem Employee
 - I. Article 4. Employee Status- Section 4.07 Change in Status or Classification
 - J. Article 4. Employee Status- Section 4.08 Probationary Period (*TA'd as "4.05 Probationary Period"*)
 - K. Article 4. Employee Status- Section 4.10 Seniority
 - L. Article 4. Employee Status- Section 4.12 Subcontracting
 - M. Article 5. Work Time- Section 5.06 Weekend Rotation
 - N. Article 5. Work Time- Section (*New*) Section 5.09 Per Diem Commitment Staff Nurse
 - O. Article 7. Monetary Benefits: Time Not Worked- Section- 7.01 Holiday Designation
 - P. Article 7. Monetary Benefits: Time Not Worked- Section-7.03 Holiday Pay
 - Q. Article 7. Monetary Benefits: Time Not Worked- 7.07 Vacation Scheduling
 - R. Article 7. Monetary Benefits: Time Not Worked- Section 7.08 Sick Leave Entitlement

- S. Article 7. Monetary Benefits: Time Not Worked- Section 7.10 Leave for Death or Serious Illness in Immediate Family NEW TITLE BEAREAVEMENT
- T. Article 7. Monetary Benefits: Time Not Worked- Section 7.11 Jury Duty
- U. Article 7. Monetary Benefits: Time Not Worked- Section 7.15 Meal Periods
- V. Article 10 Monetary Benefits- Section 10.01 Terminal Benefits Resignation
- W. Article 10 Monetary Benefits- Section 10.04 Charge Nurse Differential
- X. Article 10 Monetary Benefits- Section 10.05 Education Differential
- Y. Article 10 Monetary Benefits- Section 10.07 On-Call
- Z. Article 10 Monetary Benefits- Section 10.08 Tuition Refund
- AA. Article 10 Monetary Benefits- Section 10.09 Clothing Allowance
- BB. Article 10 Monetary Benefits- Section 10.11 Floating
- CC. Article 11 Health and Safety- Section 11.05 Inclement Weather
- DD. Article 14 Discipline and Grievances- Section 14.02 Grievances
- EE. Article 17. Staff Nurses Wages
- FF. Article 18. Nurse Clinicians/Research Nurse Clinicians Wages
- GG. Article 19. Case Management Coordinators And Utilization Management Coordinators Wages
- HH. Article 20. Advanced Practice Nurses – Wages And Benefits
- II. Article 21. CRNAS – Wages And Benefits
- JJ. Article 24. Effective Date and Duration
- KK. **New Article-** Remote Work Arrangements
- LL. **New Article-** Agency Nurses
- MM. **New Article-** Clinical Ladder
- NN. APPENDIX C – Target Staffing Levels

3. Complete Agreement: The parties recognize and agree that this MOA represents the entire understanding of the parties. Any proposal or counter-proposal that was made by the parties during negotiations, but is not contained herein, is deemed waived.
4. Ratification Process: This MOA is subject to approval by the Hospital's President and CEO and ratification by the membership of the Union. The Union and its bargaining committee agree that it will recommend ratification of this MOA to the membership. The Hospital's bargaining committee will likewise recommend approval of this MOA to the Hospital's President and CEO. The Union shall notify the Employer in writing of the result of the ratification vote within 48 hours of the conclusion of the voting. The Hospital

will likewise provide written notice to the Union of the approval of the President and CEO.


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

IN WITNESS WHEREOF, the parties have caused this MOA to be signed by their duly authorized representatives on this 7th day of October, 2024.

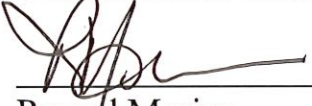
FOR UNIVERSITY HOSPITAL:

FOR THE UNION:

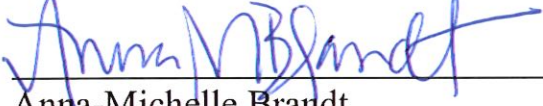
Ed Jimenez
President and Chief Executive Officer




Eva M. Serruto, Esq.
Director Labor Relations




Raquel Morian
Chief Human Resources Officer



Anna-Michelle Brandt
Chief Operating Officer

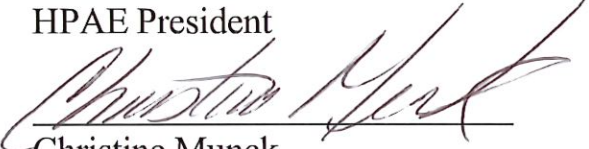


McKenzie Wilson, Esq.
Chief Legal Officer

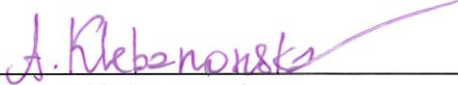


Maria Brennan
Chief Nursing Officer


Debbie White
HPAE President



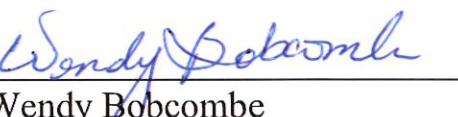
Christine Munck
HPAE Staff Representative



Anna Klebanowska
HPAE Staff Representative



Banita Herndon




Wendy Bobcombe

Wanda Caudle




Jose Luis Wlanday

Kimberly Kroener
Executive Director
Patient Care Services, Administration & Finance




Alexandra Harwin
Associate General Counsel

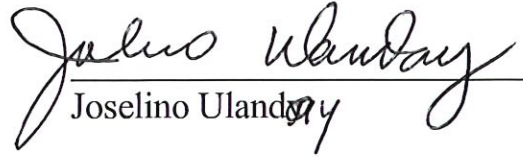


Alexandre Barbosa
Administrator Compensation,
Data Administration & Labor Relations

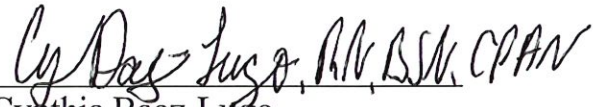
Kimberly Mendoza
Management Assistant,
Labor Relations & Compensation



Dara Skinner



Joselino Ulanday



Cynthia Baez-Lugo, M.B., B.S.W., CPAA

For

UH: Quinn
9/27/24

Date:

For Union HPAE 5089

WC

(BR)

or

Date:

AS

11/25

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9/27/2024- TA

ARTICLE 2. UNION STATUS

2.01 Recognition:

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

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

As part of the general orientation of all new employees, a representative designated by the Union will be provided time set aside by the Hospital, no less than thirty (30) minutes, to speak with all new employees during their first month of employment. The Hospital shall provide the Union with notification of the names of newly transferred HPAE negotiations unit employees and within the first month of being transferred, provide the Union with no less than thirty (30) minutes to speak to all transferred negotiations unit employees.

The Hospital shall maintain a union data library which shall contain a membership listing with the following information: name, gender, Hospital ID, job title, current Hospital date of hire, classification description (FT or PT or PD, exempt or non-exempt, bi-weekly standard hours), salary table, grade, step, hours per pay period, hourly rate, annual salary, home address, home and cell phone numbers to the extent that it is available, personal email address to the extent that it is available and Hospital email address. When the Hospital obtains an integrated electronic system, the Hospital shall provide the Union the scheduled shift of negotiations unit employees. This listing will be updated on a monthly

basis. Access will be given to a union representative(s), as approved by the Director of Labor Relations or his designee.

The Hospital shall maintain a listing of employee separations in the union data library which shall be updated monthly. This list will include: name, campus, hire date, separation date, type of separation (termination, resignation, layoff or retirement), unit/school, and salary table.

In the event that any organization files an OPRA request with University Hospital requesting contact information about HPAE 5089 members, University Hospital shall within two (2) business days of responding to such request notify and provide to HPAE 5089 the identity of said organization and provide a copy of the information supplied to such organization, so long as HPAE 5089 pays for the copying cost of said information.

For UH

EM

Date:

9/17/24

For Union HPAE 5089

EM

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WC

LB

BA

M

Date:

AS

JM

UM

9/17/2024- TA

ARTICLE 2. UNION STATUS

2.02 Union Dues:

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

The Hospital shall make Union dues deductions from a new employee ~~in the pay period next following the ninety (90) days after the employee's date of hire~~ first full pay period next following the receipt by the Hospital of the employee's signed authorization, within two (2) pay periods from the date of receipt from the Union of the new employee's signed dues deduction authorization.

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

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

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

Employees shall be eligible to withdraw such authorization by providing a written notice to the Office of Human Resources. An employee's notice of revocation of such authorization shall be effective on the 30th day after the anniversary date of employment. Within five (5) days of receipt of the notice from the employee of revocation of authorization for the payroll deduction of fees, University Hospital shall provide notice to the Union of an employee's revocation of such authorization.

2.06 Union Business:

- A. Paid Union Leave for Officers: The Hospital agrees to provide leave of absence at the regular rate of pay equal to the length of the employees regular work shift for officers of the Union to attend Union activities. The Union shall have the right to designate any Union officer (President, Vice Presidents, Secretary, Treasurer or Grievance Chair) for such leaves of absence. A total of sixteen (16) days of such leave in the aggregate may be used each year of this Agreement.

- B. This leave is to be used exclusively for participation in regularly scheduled meetings or conventions of labor organizations with which the Union is affiliated or for training programs for Union representatives and Union Officers and for which appropriate approval by the Hospital is required. Written notice, from the Union (including President), of the authorization of an individual to utilize such leave time shall be given to the employee's supervisor with a copy to the Office of Labor Relations at least fourteen (14) days in advance of the date of such meeting except in an emergency, when less notice may be given. Granting of such leave to an employee shall not be unreasonably denied by the Hospital. Leave not utilized in any yearly period shall not be accumulated.

- C. Unpaid Union Leave for Officers: The Hospital agrees to provide leave of absence without pay for officers or representatives of the Union to attend Union activities. A total of ten (10) days in the aggregate of such leave of absence without pay may be used each year of this Agreement. Granting of such leave shall not be unreasonably denied by the Hospital. This additional leave of absence without pay is to be used with the same conditions and restrictions as leave for Union business with pay provided in this section.

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

MB *AMB*
MB *SKH*
diva
Date: 7/19/24

For Union HPAE 5089
Christina Mack
BH *LM*
WB
DS
GM
BC
Date: July 19, 2024
MB

07/19/2024- Tentative Agreement

2. UNION STATUS

2.03 Transmission of Dues:

As soon as operationally feasible, dues and initiation fees so deducted by the Hospital shall, within ten (10) days of the date of deduction, be transmitted to the designated officer of the Union together with the first and last name of each employee included, along with each employee's ~~(1) social security number~~, ~~(2) (1) Employee ID number~~, ~~(3) (2) the amount of HPAE dues~~, ~~(4) (3) status (FT or PT or PD)~~, ~~(5) (4) Base Rate~~, ~~(6) (5) amount of COPE deduction~~, and ~~(7) (6) the applicable gross pay~~. Once dues are transmitted to the Union, their disposition shall be the sole and exclusive responsibility of the Union. The Secretary of the Union shall certify to the Hospital the amount of Union dues and shall notify the Hospital of any changes in dues structure forty-five (45) days in advance of the requested date of such change. ~~By July 1, 2007, this~~ 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.

7. MONETARY BENEFITS: TIME NOT WORKED

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 on a day on which he/she is scheduled to work, will be paid for the day

according to the employee's standard work hours based on job classification (8 hrs, 7.5 hrs). This will be pro-rated for regular part time employees.

Employees who work the night shift will be paid for the day on which the jury duty is served, if scheduled to work that night or the night prior.

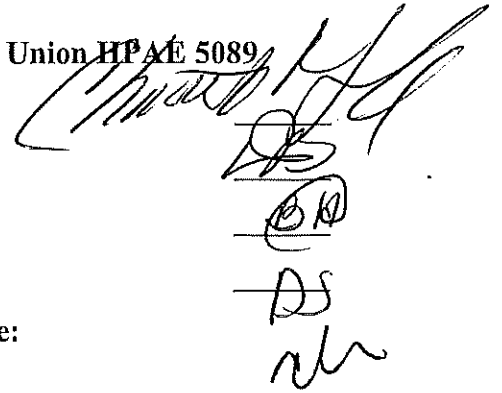
The receipt of a notice to report for jury duty must be reported immediately to the Director of Patient Care Services.

For

UH: UMD
9/27/24

Date:

For Union HPAAE 5089

A large, stylized handwritten signature is written over the text 'For Union HPAAE 5089'. Below this signature are several smaller handwritten initials and marks, including what appears to be 'DS' and 'nr'.

Date:

9/27/2024- TA

ARTICLE 3. PROFESSIONAL PRACTITIONER STATUS

3.02 Staff Development Programs:

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

Subject to operational needs, the Hospital will provide adequate coverage for patient care assignments in order to complete mandatory training during the regularly scheduled shift. If such adequate coverage is not available, the mandatory training will be rescheduled.

The Hospital will make available a listing of mandatory training requirements, including the dates, times and locations of the mandatory trainings where available.

(B) The Hospital shall, subject to the availability of funds and operational requirements, offer a program of continuing education. Such programs will take place during work time, and coverage will be provided for participating employees, where in the discretion of the Hospital it is required. Time spent at these programs will be considered time worked and the employee shall be compensated accordingly.

The Hospital will post a notice on each nursing unit bulletin board on each campus of its programs which have been granted Continuing Education Recognition Points by an appropriate professional association. The Hospital will use reasonable efforts to post this notice at least two (2) weeks prior to the program commencing.

(C) Critical care courses will be offered to all new employees in critical care areas who require such training as determined by the Hospital, within a reasonable time

from the date of employment. Such courses will be offered to employees who transfer into critical care areas who require such training within such employee's transfer probationary period. All time spent at these courses will be considered as time worked and the employee shall be compensated accordingly.

(D) Full-time staff nurses may utilize up to twenty-four (24) hours of conference time per calendar year. This benefit shall be pro-rated for regular part-time staff nurses. An employee may request in writing to his/her supervisor, permission to participate in work-related educational workshops, seminars, conferences and/or conventions. The Hospital will make a reasonable effort to approve such participation, subject to operational needs and the availability of funds.

The Hospital, if it approves such participation, will grant time off without loss of the employee's pay, at his/her regular rate of pay, and subject to the limitations set out in the paragraph above, will grant financial assistance to attend such programs. If an approved conference falls on a day when the staff nurse is not scheduled to work, the staff nurse shall receive time off with pay equivalent to the time of the conference, to a maximum of twenty-four (24) hours. This time off shall be scheduled by management within sixty (60) days of the conference. Night shift employees who are scheduled to attend such a program shall be given as a conference day, either the night before, or the night after. Employees will receive a response to their request for participation within two (2) weeks of submission. The Hospital may set a deadline for receipt of requests for specific conferences. Reimbursement of expenses incurred shall be made within a reasonable time after submission of a request for reimbursement. All travel arrangements must be made in conformance with Hospital policy in order to be reimbursable.

Approval for participation in continuing education programs necessary for the maintenance of employee's certification in his/her specialty area and/or Hospital requirement shall receive priority consideration.

(E) Certification Fund: Each July, there shall be a fund for the sole purpose of reimbursing full-time negotiations unit members, part-time negotiations unit members and per diem negotiations unit members who have worked a minimum of 600 hours in the preceding twelve (12) months, for the costs of tuition and materials associated with obtaining and/or the maintaining a certification which is required by the State and/or Hospital in the employee's specialty area. The Hospital will pay the costs for the exams required for the eligible certifications listed below. The amount of this fund shall not exceed \$60,000 per fiscal year. The certifications eligible for reimbursement hereunder are as follows:

BLS	ACLS	PALS
NALS – NRP	TNCC	

This list may be amended as agreed upon by the parties, or based upon State mandates.

To be eligible for reimbursement hereunder, the negotiations unit member must provide evidence of successful completion of the course attended (i.e., passing grade). The amount of reimbursement shall be determined by, and is expressly conditioned upon, the submission of a valid receipt or receipts by the unit member evincing full payment of the course.

If this fund is exhausted prior to June 30, no further reimbursement shall be available hereunder. If there are assets remaining in the fund on June 30, such assets shall revert to the Hospital.

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

(F) The annual performance evaluation will be conducted annually. At the time of the evaluation, employees will be provided a copy of his/her job description. The completed performance evaluation will be given to the employee at the performance appraisal meeting. The employee will have three (3) calendar days, excluding holidays and weekends, to review the evaluation and add his/her comments and sign the original performance evaluation form. Comments added by employee shall be included in employee's Personnel file in Human Resources. If comments are not made within this period or employee does not sign within this period, the right to comment will be forfeited, the manager or immediate supervisor will note the refusal to sign and forward the evaluation to Human Resources for inclusion in the Personnel file.

1. Overall Rating Guidelines:

- 3 – Consistently Exceeds Standard
- 2 – Generally Meets Standard and May Occasionally Exceed Standard
- 1. – Does Not Meet Standard: Improvement is Required

2. Prior to evaluating employee as "1", employee's manager or immediate supervisor must notify employee that his/her performance is deficient and that he/she may receive no performance-based increases. Such notification shall be made through a written memorandum, documented oral warning 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.

3. Employee receiving an overall rating of "1" shall not be entitled to receive a salary increase, if applicable, other than an across-the-board salary increase. If an employee received a rating of "1", the manager or immediate supervisor shall review the substance of performance deficiencies with employee and shall counsel employee as to appropriate steps which should be taken to improve performance and shall review with employee any warnings or prior counseling received with respect to performance.

a. ~~Upon mutual consent of the employee and their manager or immediate~~

~~supervisor, an~~ **An** employee receiving a "1" may have a union representative present with him/her at the meeting. A representative from Labor Relations may also attend the meeting. The purpose of the meeting is not to challenge the rating, but to promote employee's understanding of the basis of the rating and appropriate steps for improvement. Such a meeting shall not be considered part of the grievance procedure.

Further, the performance rating of employee is not subject to the grievance procedure

- b. Employee shall be provided with copies of the performance evaluation and the agreement on performance standards and improvement goals. All evaluations shall be signed by employee and by the manager or immediate supervisor before being placed in employee's personnel file. Employee's signature shall signify that employee has seen and reviewed the evaluation but not that she/he necessarily concurs with its contents. If the employee refuses to sign the evaluation, this should be noted on the evaluation form, and witnessed and dated by another supervisor or manager.
 - c. Employee's performance must be re-evaluated after another ninety (90) day period. If upon re-evaluation the performance has not come up to a "2" level, the re-evaluation shall be considered a written warning in lieu of suspension of up to two (2) days and immediate improvement shall be required. The manager or immediate supervisor shall also advise employee that failure to improve performance may result in further discipline up to and including discharge.
4. Employee's performance evaluation rating is not subject to the contractual grievance procedure (Article 14).
 5. The Hospital shall notify the Union by email, fax or mail of any employee who has received a less than satisfactory evaluation within seventy-two (72) hours of the employee receiving a less than satisfactory evaluation.

For

UH:

MAA

Date:

9/27/24

For Union HP AE 5089

[Handwritten signature]

UM
WC
JA
LB

(BN)

Date:

AS

9/27/2024- TA

ARTICLE 4. EMPLOYEE STATUS

4.10 Seniority:

1. Accrual: Seniority for Regular Full Time or Regular Part Time employees will be credited from the current date of hire, upon successful completion of the initial probationary period. Per Diem employees shall accrue seniority within their job classification. Only employees with prior UMDNJ service that were assigned to the Hospital without a break in service on July 1, 2013 shall receive credit for purposes of seniority for their prior UMDNJ service.

2. Loss of Seniority: An employee's seniority shall be broken by resignation, dismissals from employment, or other types of terminations, layoffs of more than one (1) year or refusal of a suitable position while on recall from layoff.

On a one-time basis, if an employee with 5 or more years of seniority as a full or part-time employee, then becomes a per diem employee, but returns to full or part-time status within a year, he/she shall retain his/her original date of hire as a full or part-time employee.

3. Layoff: Seniority will prevail on layoffs due to lack of work in the job classification or reductions due to economic considerations. For layoff, seniority is determined on a floor/unit (e.g. G-Blue, F-Green, I-Blue, etc.) or department (e.g. Radiology, Cardiac Catheterization, etc.) basis first, without taking shift into account. ~~The following applies to the process followed for layoffs:~~ **When an individual is identified for lay off, Human Resources will initiate the process below within 2 business days following receipt of signed layoff notice from the negotiations unit employee:**

- a) For layoff and bumping purposes, the Hospital will create two lists for Staff Nurses: (1) those in positions which are 36 hours per week or greater (referred to in this Article as "Group 1" positions), and (2) those in positions less than 36 hours per week, but at least 20 hours per week (referred to in this Article as "Group 2" positions). For

purposes of layoff and bumping, all Group 1 employees will be treated the same as other Group 1 employees regardless of hours of work per week.

b) Except in cases of emergency, the Hospital agrees to meet with the Union at least one week in advance of any notice of layoff of more than 5 employees in the negotiations unit at one time. The purpose of the meeting is to discuss the pending layoff situation. At that meeting the Union is free to set forth its position on the pending layoff.

c) If 50 or more employees within a thirty (30) day period, are subject to layoff, University Hospital will provide ninety (90) days' notice or compensation at the employee's regular compensation rate to the extent such notice is deficient.

d) If 49 or less employees are subject to layoff, University Hospital will provide twenty-eight (28) days' notice or compensation at the employee's regular compensation rate to the extent such notice is deficient. When a layoff notice is served to the employee, Human Resources will meet and discuss applicable options as set forth in Article 4.10, 1. Bumping and Vacancies. ~~In the event the Hospital has not satisfied the steps of Article 4.07 for vacancies and bumping for the affected negotiations unit employee, the Hospital shall extend the layoff period as necessary.~~

~~c) The Hospital will provide a minimum of twenty-eight (28) sixty (60) days' notice of layoff to any regular full-time or regular part-time employee to be affected. At the Hospital's discretion, payment in lieu of notice may be given for the 28 60 days' notice.~~

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

e)f) Within the assigned clinical unit, regular employees shall not be laid off before temporary employees in the same job titles.

f)g) The Hospital shall continue the practice of providing the Union with a copy of each layoff notice sent to employees. Such notice shall be provided, by mail, fax, or email within twenty four (24) hours of the employee's receipt of the layoff notice.

g)h) Hospital Divisions are as follows:

- Ambulatory Care
- Cardiac Services
- Critical Care
- Emergency Services
- Family health Services
- Perioperative Services
- Medical/Surgical

h)j) When an individual is identified for lay off or is displaced due to the closure or reorganization of a unit, the staff member will follow the process below:

Vacancies

- i. First, an employee identified for layoff will be offered the opportunity to fill a vacancy, for which he/she is qualified, in his/her current title within the employee's current department or division. If the employee chooses not to accept the vacancy offered, the employee may opt to be placed on the recall list. There will be no probationary period.
- ii. Second, if a vacancy pursuant to (i) above is not available, the employee will be offered a vacancy, for which he/she is qualified, in his/her current title within the Hospital. If the employee chooses not to accept the vacancy offered, the employee may opt to be placed on the recall list. If the employee accepts a vacancy, there will be a probationary period of 90 days, with a possible 30, 60, or maximum 90 calendar day extension., ~~with a possible 90-day extension.~~ Time spent on an authorized leave shall not count towards the probationary period.
- iii. Third, if a vacancy pursuant to (i) or (ii) above is not available, the employee will be offered a vacancy, for which he/she is qualified, in his/her immediate prior title within the negotiations unit, hospital-wide. If the employee opts not to fill the vacancy offered under this section, the employee may opt to be placed on the recall list or proceed to (iv) below. If the employee accepts a position under this provision, there will be a probationary period of 90 days, with a possible 30, 60, or maximum 90 calendar day extension., ~~with a possible 90-day extension.~~ Time spent on an authorized leave shall not count towards the probationary period.

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Bumping

- iv. Fourth, if an employee cannot be placed in a vacancy pursuant to (i), (ii), or (iii) above, the employee may bump the least senior employee in his/her current title in a position for which he/she qualifies, within the Hospital. If the employee is unable to bump under this section, the employee may exercise rights under (v) below. If the employee accepts a position under this provision, there will be a probationary period of 90 days, with a possible 30, 60, or maximum 90 calendar day extension., ~~with a possible 90-day extension.~~ Time spent on an authorized leave shall not count towards the probationary period.
- v. Fifth, if the employee is not offered the opportunity to bump pursuant to (iv) above, the employee may bump the least senior employee in his/her immediate prior title in the negotiations unit, in a position for which he/she qualifies, hospital-wide. If an employee opts not to exercise his/her bumping rights under this section, the employee may opt to be placed on the recall list. If the employee accepts a position under this provision, there will be a probationary period of 90 days, with a possible 30, 60, or maximum 90 calendar day

extension, with a possible 90-day extension. Time spent on an authorized leave shall not count towards the probationary period.

j) An employee in a Group 2 position may not bump an employee in a Group 1 position. However, an employee in a Group 2 position may bump other employees in Group 2 positions if the employee that is bumped is at equivalent or less hours. Employees in Group 1 positions may, however, bump employees in Group 2 if there are no Group 1 opportunities available, either through a vacancy or bumping. For purposes of bumping, all employees in Group 1 positions shall be treated the same regardless of hours of work per week.

k) An employee who is placed in a vacancy ~~or bumps into a~~ position may not bid on a vacant position for a period of six ~~(6)~~ three (3) months. A staff member who bumps into a position other than a temporary position may not bid on a vacant position for a period of six (6) months. However, in the event an employee's position is eliminated due to the reorganization or closure of a unit and a vacancy within the same title occurs in their former unit/department within one year, the employee will be permitted to bid on his or her former position.

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4. Recall: The following applies to recall from layoff:

- a) Laid off employees, in the order of Hospital seniority, have first recall rights beginning with the title and position from which they are laid off, to the immediate prior position for which they meet the requirements.
- b) If more than one employee has the same Hospital Date of Hire, then the former position number will be used as the tiebreaker, with the higher number being recalled first.
- c) All laid off employees who have been employed for at least one year as of the date of layoff shall retain their rights of recall for one (1) year from the date of layoff. Should a laid off employee refuse a position when recalled, s/he shall be removed from the recall list.
- d) Upon recall, an employee shall retain his/her original date of hire.

4.12 Subcontracting:

If the Hospital contemplates contracting for work normally performed by staff covered by this Agreement and the result would be the displacement of those staff members, the Hospital agrees that, at least five (5) weeks prior to the execution of such contract, it will meet with the Union for the discussion of the proposed contract.

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If such contract is executed, the Hospital agrees to give displaced staff consideration concerning other positions at the Hospital for which they are qualified.

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a. If 50 or more employees are subject to layoff within a thirty (30) day period, University Hospital will provide ninety (90) days' notice or compensation at the employee's regular compensation rate to the extent such notice is deficient.

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a-b. If 49 or less employees are subject to layoff, University Hospital will provide twenty-eight (28) days' notice or compensation at the employee's regular compensation rate to the extent such notice is deficient. When a layoff notice is served to the employee, Human Resources will meet and discuss applicable options as set forth in Article 4.10, I. Bumping and Vacancies. ~~In the event the Hospital has not satisfied the steps of Article 4.07 for vacancies and bumping for the affected negotiations unit employee, the Hospital shall extend the layoff period as necessary.~~

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

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For UH

EMV

Date:

9/17/24

For Union HRAE 5089

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Date:

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LM

9/17/2024- TA

ARTICLE 4. EMPLOYEE STATUS

4.07 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) ~~thirty (30)~~ calendar day extension with a possible 30, 60, or maximum 90 calendar day extension. Time spent on an authorized leave shall not count towards the probationary period. However, if an employee transfers to a unit within his/her float district and he/she has been oriented to the unit within the previous twelve (12) months, the employee will not be required to serve a probationary period. Probationary employees shall retain all benefits and rights pertaining to negotiations unit members, including access to the grievance procedure, except that a decision to return the employee to his/her former position or to a position of equal classification, at any time during the probationary period, shall not be grievable.

During the probationary period, the employee shall retain the right to return to his/her former position if the position is still available. The employee shall also retain said right should the Hospital, either during or at the completion of the probationary period, determine that the employee has not met the performance standards of the new position. If the former position is not available, the employee may be placed in a suitable vacancy of the same title as the former position. If there is no suitable vacancy, or if the employee does not qualify for a vacancy, the employee will be placed on the recall list.

An employee who is promoted out of the negotiations 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 negotiations unit which has, as a condition of employment, a maximum salary less than their previous negotiations 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 negotiations unit.

For UH

CMV

Date:

9/17/24

For Union HPAE 5089

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ARTICLE 5. WORK TIME

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 Hospital that are open on weekends, the Hospital 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 Hospital 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 Hospital 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 Hospital 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.~~ **No negotiations unit employee shall make up a weekend shift that would result in overtime.**

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 Hospital. 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 Hospital 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 **eight (8)** hour shifts

One (1) weekend shift per calendar year or

Two (2) shifts per calendar year if they are on consecutive calendar days

Nurses on all other schedule

One (1) weekend shift per calendar year

Nurses who work four (4) hours into a weekend shift and leave due to illness, shall not have to make-up a weekend shift.

If a negotiations 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).

For UH

QMM

Date: 8/21/24

For Union HPAAE 5089

Christa Hill
 Susette Anderson
 Wendy Coe
 C. B. Smith
 Jenita Wandy
 Maria Bruna
 A. Klebenovska
 Date: 10/21/24
 LaToya Moore

8/21/2024-TA

5.09 (New Article) Per Diem Commitment Staff Nurse

- One (1) full weekend (Saturday/Sunday) per month
- Two (2) weekday shift per month
- One (1) winter or summer holiday per year (alternating annually)

For UH

EURO

Date: 10/31/2024

For Union HPAE 5089

Handwritten signatures and initials in blue ink, including a large signature and the name "Ann Steinhilber" written vertically.

Date:

Handwritten initials and date "Jan 28" in blue ink.

10/3/2024- TA

ARTICLE 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 | Martin Luther King's Birthday |
| Good Friday | Memorial Day |
| Independence Day | Labor Day |
| Thanksgiving Day | Day after Thanksgiving |
| Christmas | <u>Juneteenth (observed the third Friday</u> |
| <u>in June)</u> | |

Employees who wish to observe Juneteenth ~~religious or cultural holidays, or Election Day,~~ may do so by charging such absence to their yearly vacation days or float holidays in accordance with ~~those the Hospital's~~ leave provisions and policies and such requests shall not be unreasonably denied.

Full-time nonexempt negotiations unit members will have forty-eight (48) hours of float holiday time annually. All other full-time negotiations unit members will have ~~five (5) six (6) seven (7) 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 negotiations 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 negotiations 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 negotiations 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 Hospital 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.

~~Holidays will be scheduled on a rotational basis.~~

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.

7.03 **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 inpatient units, shall be compensated for the nine (9) Hospital designated holidays totaling seventy two (72) hours as per 1 through 4 below. Notwithstanding, the amount of compensation for holidays for Part-Time employees under paragraphs 1 through 4 below shall be pro-rated in accordance with Section 4.04 and 7.01:

1. For the period July 1 through November 30 of each year of this Agreement, each employee will be compensated for all four (4) Hospital 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) Hospital 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 Hospital 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 Hospital designated holiday which has not been paid, less any monies the employee may owe the Hospital.

As detailed below, any employee scheduled to work on a Hospital designated premium 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.

Negotiations unit members who are required to work on New Year's Day, Martin Luther King's Birthday, Memorial Day, Juneteenth, 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. Negotiations unit members who are required to

work on the Day After Thanksgiving, or Good Friday shall be paid at his/her regular rate of pay.

Employees ~~who scheduled on an eight (8) hour basis who work on work~~ a Hospital designated holiday shall be scheduled for another day off for the holiday within the next two (2) pay periods. An employee may request such day off as per Section 5.03.

ARTICLE 10. MONETARY BENEFITS MISCELLANEOUS:

10.07 On-Call:

- (A) On-call pay will be paid as follows:
 - \$4.50 per hour - Staff RNs
 - 20% Regular hourly rate - CRNAs

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

- (B) A non-exempt employee who is called in to work during the on-call period shall be guaranteed a minimum of four (4) hours of assigned work except when the end of the on-call period coincides with the beginning of his/her regular shift.
- (C) If operationally feasible, Operating Room (OR) RNs shall only be scheduled and shall only work on-call within their on-call specialty in the OR.
- (D) If operationally feasible, an employee will not be scheduled for on-call on their scheduled day off.
- (E) No employee shall be required to work more than sixteen (16) continuous hours in a day (including hours worked while scheduled on-call).
- (F) If a staff nurse works sixteen (16) continuous hours (including hours worked while scheduled on-call) they cannot work or take call for the next eight (8) hours.
- (G) Should a staff nurse who is On-Call fail to report when called to come into work, they will forfeit the On-Call pay for the entire shift they were scheduled to be On-Call.

10.08 Tuition Refund:

The Hospital will reimburse all eligible Full Time negotiations unit members one hundred (100%) percent of tuition costs, up to a maximum of ~~three thousand seven hundred dollars (\$3,700)~~ five thousand dollars (\$5000) annually for courses completed in an accredited School of Nursing with a grade of "C" or better. Those Full Time employees that are

matriculated in the Rutgers School of Nursing program as of October 1, 2016 will be grandfathered and are eligible to receive a maximum of seven thousand dollars (\$7,000) annually for courses completed at Rutgers School of Nursing-with a grade of "C" or better.

The Hospital will reimburse all eligible Part Time negotiations unit members (excluding per diems) fifty (50%) percent of tuition costs, up to a maximum of ~~one thousand eight hundred and fifty dollars (\$1,850)~~ two thousand five hundred dollars (\$2500) annually for courses completed in an accredited School of Nursing with a grade of "C" or better. Those Part Time employees that are matriculated in the Rutgers School of Nursing program as of October 1, 2016 will be grandfathered and are eligible to receive a maximum of three thousand five hundred dollars (\$3,500) annually for courses completed at Rutgers School of Nursing-with a grade of "C" or better.

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

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

C) The Hospital will reimburse employees within ~~six (6)~~ four (4) weeks of complete submission of tuition receipts and grades by the employee.

10.09 Clothing Allowance:

(A) ~~Where the Hospital requires employees to wear uniforms but chooses not to provide them, the~~ WhereIf the Hospital requires employees to wear uniforms but chooses not to provide them, then beginning July 1, 2025, the Hospital shall provide such full-time employees with a uniform allowance shall be of \$250 per year. as follows:

For direct care employees who work in in-patient psychiatric units, the Hospital will give all those full-time employees an annual uniform allowance of \$250 per year.

Part-time staff will receive an annual uniform allowance equal to one half of the applicable uniform allowance, if any, in the fiscal year for full-time employees.

~~Hospital will give all full time employees an annual uniform or clothing allowance of one hundred and fifty dollars. Part Time employees will receive an annual uniform or clothing allowance of seventy five dollars~~

~~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 Hospital will provide an annual clothing allowance of 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 Hospital 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 Hospital 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.

ARTICLE 11. HEALTH AND SAFETY:

11.05 INCLEMENT WEATHER EMERGENCIES

1. The President and CEO of the Hospital, or his/her designee, has the option, in his/her sole discretion, to declare an "Inclement Weather Emergency." An Inclement Weather Emergency day would generally be declared on days of extreme inclement weather or other days where serious emergencies occur. The decision to declare an "Inclement Weather Emergency" will be announced on the Hospital's intranet page, on the Inclement Weather Hotline (telephone), and/or by any other reasonable means of communication. Once so announced, it is presumed that all employees are aware of the determination. Announcements of closing or "state of emergency" by any federal, state or local governmental agency will not pertain to the Hospital.
2. Employees will be assigned at the sole discretion of the Hospital as either:
 - a. Category Red employees – those employees whose presence the Hospital has determined as necessary to the provision of safe, effective and efficient services.
 - b. Category Blue employees – those employees whom the Hospital has determined may be absent for a limited period of time without impacting critical services to patients and the community.
3. The determination as to which Category employees are assigned shall be made by the applicable department, in the sole discretion of the department. Employees shall be advised of their assigned Category in writing, and will sign an acknowledgment of receipt of the assignment information. This acknowledgment will be forwarded to Human Resources by the department for inclusion in the employee's personnel file. If an employee is not so advised in writing, the employee shall default to Category Red. When the department deems it necessary to change the designation, it must advise the employee of the change and obtain a revised signed acknowledgment form from the employee, which shall be promptly forwarded to Human Resources. Until the Hospital obtains an integrated electronic system, the Hospital will make reasonable, diligent efforts to provide the Union upon request with an electronic copy of negotiations unit employees' status. ~~on a quarterly basis and upon the Union's request.~~ (NOTE: HPAE 5089 agreed to this language).

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

7. Category Blue exempt and non-exempt employees will not report to work on a declared Inclement Weather Emergency. Category Blue exempt and non-exempt employees will utilize Float Holiday time or accrued vacation time in order to be paid for the shift not worked during an Inclement Weather Emergency, or they will be salary deleted if there is no such time available to them.- To the extent that a Category Blue employee is already working at the time that an Inclement Weather Emergency is declared and is directed to go home by management before the completion of their shift, the Category Blue employee shall suffer no loss of pay as a result of management's determination to send them home.;

All Category Red staff that is on duty at the time when an Inclement Weather Emergency is declared must remain on duty until management authorizes the employee to leave. The negotiations unit employee shall be paid for all times required to remain on duty site during a state of emergency. In no case, however, will management mandate an employee to work more than sixteen (16) consecutive hours without a significant rest break [four (4) hours minimum]. The rest break will be unpaid and not count as time worked.

8. The Hospital maintains the right to require a Category Blue employee to report to work if management determines they are needed in order to provide safe and effective patient care. In those cases, they will be treated as a Category Red employee for that instance. ~~When-If operationally feasible, the Hospital shall-may provide opportunities for Category Blue employees who are converted to Category Red employees in an emergency, the option to work remotely if the employee already telecommutes on a regular basis as part of their work for University Hospital. In those cases, they will be treated as a Category Red employee for that instance.~~
9. To the extent operationally feasible, the Hospital shall provide reasonable and safe accommodations for employees to sleep over at the Hospital before an anticipated Inclement Weather Emergency or following their shift that occurred during a declared Inclement Weather Emergency.
10. The Hospital shall provide either a meal or a voucher for a meal to any employee working or resting at the Hospital for all meals that occur during the Inclement Weather Emergency.

ARTICLE 18. NURSE CLINICIANS/RESEARCH NURSE CLINICIANS' WAGES

- A. Effective the pay period closest to 10/1/2024 ~~1/1/2022~~: Nurse Clinicians/Research Nurse Clinicians who were employed at University Hospital UH as of 9/30/2024 ~~10/1/2021~~ , and who are still employed at University Hospital UH as of the date of ratification of this agreement, shall receive 3.0% ~~a~~-across-the-board salary increase. Nurse Clinicians/Research Nurse Clinicians who are employed at University Hospital UH as of the date of ratification of this agreement shall receive retroactive pay back to the pay period closest to 10/1/2024 ~~1/1/2022~~ .

Effective the pay period closest to ~~10/1/2025~~ ~~1/1/2022~~: The UC salary scale shall be increased by 3.0%.

- B. Effective the pay period closest to— ~~10/1/2026~~ ~~10/1/2022~~: Nurse Clinicians/Research Nurse Clinicians who are on the University Hospital UH Payroll as of ~~9/30/2025~~ ~~9/30/2022~~ shall receive 3.0% across-the-board increase.

ARTICLE 24. EFFECTIVE DATE AND DURATION

This Agreement, except as otherwise stated shall be effective on October 1, 2024 ~~October 1, 2021~~ and shall remain in effect through June-September ~~September 30, 2027~~ ~~September 30, 2024~~.

This Agreement shall remain in full force and effect from the date of execution thereof through June-September ~~September 30, 2027~~ ~~September 30, 2024~~. 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 February June-1, 2027 ~~June-1, 2024~~ or June of any subsequent year for which this Agreement was automatically renewed. Written notice to the Hospital shall be made by addressing the Chief Human Resources Officer. Written notice to HPAE shall be made by addressing the President of HPAE.

ARTICLE 1. AGREEMENT SCOPE

This Agreement covers all non-supervisory, full and part-time professional ~~staff~~ ~~staff members~~ staff members of the Hospital (referred to herein as "negotiations unit employees" "staff members") as specified by the Public Employment Relations Commission Certification, Docket No. RO-92- 115, dated February 7, 1992 and as amended by the supplementary Agreement between the Hospital and the Union, dated July 14, 1992, who have satisfactorily completed their initial probationary period (referred to herein as "staff member") as specified by the Public Employment Relations Commission Certification, Docket No. RO-92-115, dated February 7, 1992 and as amended by the supplementary Agreement between the Hospital and the Union, dated July 14, 1992. The Agreement also covers all employees, (including temporary, casual and per diem employees) required to be included in the negotiation unit pursuant to Workplace Democracy Enhancement Act, P.L. 2018, c.15. Excluded are those job titles set forth in said certificate as not being represented by the Union herein.

ARTICLE 4. EMPLOYEE STATUS

4.05 Probationary Period:

All Full and Part Time staff members shall serve one hundred and eighty (180) calendar day probationary period following their initial date of hire. Time spent on an authorized leave shall not count towards fulfillment of the probationary period.

The Hospital reserves the right to extend the initial probationary period up to an additional thirty (30) days for Full and Part Time staff members. A staff member's employment may be terminated at any time during the probationary period. Such decision shall be final and binding, and not subject to the grievance procedure.

New benefit eligible employees will be eligible to use accrued sick leave, including New Jersey Earned Sick Leave after thirty (30) calendar days of employment from date of hire. Time spent on an authorized leave shall not count towards the probationary period. Vacations, holidays and float holidays may be used after ninety (90) calendar days from date of hire.

It is understood that employees in their initial probationary period do not have all of the rights and benefits of employees who have satisfactorily completed their initial probationary period. For the avoidance of doubt, and as further detailed herein, probationary employees are at will employees and Probationary employees shall not be entitled to "just cause" protections with respect to discipline and termination, "progressive discipline," or grievance or arbitration procedures with respect to discipline or termination. Further, in accordance with the Hospital's existing policies and practices where applicable, and notwithstanding anything to the contrary herein, probationary Further, notwithstanding anything to the contrary herein, probationary employees shall not be eligible for promotions or transfers; the crediting of seniority status; time or compensation for participation in educational programs, workshops, seminars, conferences and/or conventions except for those that are required by the Hospital; leaves of absences, except for University Hospital sick days and New Jersey Earned Sick Leave (as referenced above) and any other leaves required by law; clothing or uniform allowance; service on Hospital committees except as required by the Hospital; notice, or payment in lieu of notice, and vacancy, bumping, and recall rights in the event of a layoff or unit closure or reorganization; consideration of scheduling requests or preferences; consideration of scheduling requests or preferences (except as to the use of accrued vacation, holiday, and float holiday time upon the completion of 90 days of service, as referenced above); or the reimbursement of costs associated with certifications. Probationary employees shall be eligible to use accrued vacation time upon completion of 90 days of service (as referenced above).

ARTICLE 3. PROFESSIONAL PRACTITIONER STATUS

3.05 Staffing – *Delete Entire Section and Replace with the following:*

(A) General

The Hospital and the Union agree that in any patient care situation, patient safety and quality care is of utmost importance and must be ensured for the benefit of the patient, the staff, and the Hospital.

Recognizing the importance of staffing guidelines for the provision of patient safety and care, the Hospital agrees that there should be an appropriate number of staff in all units and departments on each shift. In determining staffing guidelines for a clinical area, the

Hospital will always consider patient safety, patient level of care, the competency of the registered nurses, and the unit census. All of the above factors will be considered when assignments are made. Patient acuity and nurse sensitive quality indicators will be considered in determining appropriate staffing.

(B) Staffing Committee

Within ninety (90) days of ratification, a Staffing Committee will be formed at University Hospital. The Committee shall be comprised of an equal number of Union and Hospital management committee members, one which shall be the Local Union President or designee. The Committee will be released with paid time to attend the Staffing Committee meetings. The Committee is responsible for monitoring and reviewing the staffing guidelines set forth in the master staffing policies and Appendix C.

The Hospital will provide information related to these items at the monthly Staffing Committee meeting: bed capacity; patient acuity when available; admissions and discharges; vacancies; unit schedule; and Staff Nurse separations. The Committee shall be responsible for reviewing and addressing unsafe staffing forms during the monthly Staffing Committee meeting.

The Staffing Committee will review unit/department specific staffing issues that enhance or interfere with the appropriate delivery of quality patient care. In addition, the Staffing Committee will review current unit/area staffing guidelines.

For those areas where staffing guidelines have not been established, and for any new programs/units which may arise during this contract, the Staffing Committee will develop and implement acceptable staffing guidelines.

(C) Staffing Guidelines

Diligent, good faith efforts will be made to maintain staffing guidelines for the duration of the shift. Any deviation shall be corrected as quickly as possible. To ensure that guidelines are maintained the Hospital shall measure staffing levels at the beginning of each shift (e.g., 7 a.m., 7 p.m.) and will complete the following steps as needed:

- Communicate to part-time/per diem for extra shifts;
- Communicate with full-time members for overtime;
- Agency nurses for extra shift.

(D) Conflict Resolution

It is understood that occasional incidents of failure to satisfy the staffing guidelines established by the master staffing policies shall not constitute noncompliance with the staffing guidelines. If it is determined that the Hospital has not met staffing guidelines 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 guidelines shall receive a \$25 bonus for each shift that the unit did not meet the guidelines, provided, however, that if the failure to meet guidelines was due to unforeseen circumstances (including unscheduled absences where less than twelve (12) hours was given), such bonus shall not be paid.

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

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

If there are unforeseen circumstances cancellations, unplanned absences, patient emergencies, or sudden changes in volume, the guidelines set forth in Appendix C shall not apply.

APPENDIX C –Staffing Guidelines

Family Health Services

<u>Unit</u>	<u>Guideline (Nurse/Patient)</u>
Pediatrics	1:5
Mother/Baby	1:6 (3 couplets)
FICN	1:2
FIN	1:4
Peds ICU	1:2
L&D	(5) RNs every shift

Emergency Department AM shifts

<u>Area</u>	<u>Guideline</u>
Main	8
Triage	2
Intake	2

Fast Track	2
Mid Track	2
Peds	2
Trauma	3
Crisis	1
Extended Treatment Area	1
Float/Resource RN	1

Emergency Department PM shift

<u>Area</u>	<u>Guideline</u>
Main	8
Triage	1
Intake	2
Fast Track	2
Mid Track	1
Peds	2
Trauma	2
Crisis	1
Float/Resource RN	1

Critical Care

<u>Unit</u>	<u>Guideline (Nurse/Patient)</u>
SICU	1:2
NICU	1:2
PACU	1:2

CTICU	1:2
I Yellow 1	1:2
I Yellow 2	1:2

Medical-Surgical

*** All units (excluding PCU) in Medical-Surgical staffed at 1:5 (Nurse/Patient) no later than July 1, 2026**

<u>Unit</u>	<u>Guideline (Nurse/Patient)</u>
D Green	1:6
H Green	1:6
H Yellow	1:6
H Yellow PCU	1:4
E-Blue	1:5
E-Blue PCU	1:4
G Blue	1:6
G Blue PCU	1:4
H Blue	1:6
I Blue	1:6
I Blue PCU	1:4
F Blue	1:6
F Blue PCU	1:4
D Yellow	1:5
D Yellow PCU	1:4

Psychiatry * No change to current staffing practices

<u>Unit</u>	<u>Team Guideline</u>
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G Yellow	1:6
STCF	1:3 Days/Eve 1:5 Nights

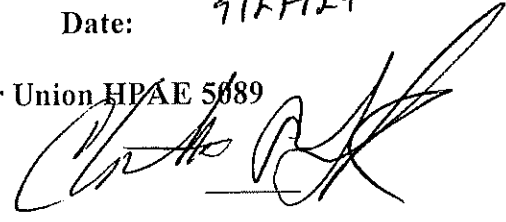
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Date:

7/17/24

For Union HPAAE 5089



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Date:

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ARTICLE 7. MONETARY BENEFITS: TIME NOT WORKED

7.07 Vacation Scheduling:

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

The Hospital may restrict the amount of vacation time granted to an employee during prime vacation periods to allow for equitable distribution of prime vacation time among employees. The prime vacation periods shall be defined as December 1 through January 15, and Memorial Day through Labor Day. Subject to operational needs, and on a rotational basis, the Hospital shall not unreasonably deny extended vacations upon an employee showing of good cause.

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

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

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

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

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

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

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

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

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

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

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

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

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

For

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Date:

9/27/24

For Union HPAE 5089

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DS
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Date: *[Signature]*

WC DS

9/27/2024- TA

7.08 Sick Leave: Entitlement and Amount: V5

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

1. Throughout this Agreement "Sick Time" or "Sick Day" shall refer to University Hospital accrued Sick Time or Sick Day to differentiate from New Jersey Earned Sick Leave time.

Regular employees, shall accrue one (1) sick day per month based upon the standard day for their classification as defined Section 5.08, Standard Day, including those scheduled on a twelve (12) hour basis, shall accrue sick days on the basis of one (1) eight hour day per month, except that Regular full time employees working 7.5 hour days shall accrue sick days on the basis of one (1) 7.5 hour day per month. Regular part time employees shall be credited for accrued sick time on a pro-rated basis. Unused University Hospital sick time is cumulative.

2. For employees taking medical/FMLA leave for self, the maximum leave allowed will be twelve (12) weeks, unless the employee has paid time accruals exceeding that amount of time. In cases where the employee has in excess of twelve (12) weeks of paid time accrued, the maximum length of leave time shall be equal to the lesser of the employee's paid time accrual or twelve (12) months. In the event an employee requires leave time exceeding twelve (12) weeks and has exhausted paid time accruals, he/she may apply for paid time in accordance with the Staff Leave Donation policy. All Paid sick time accruals must be utilized first, then float holidays and vacation accruals may be used at the employee's option. For employees applying for New Jersey Temporary Disability, they must use up

to two (2) weeks of accrued sick time based on the standard week, which will be pro-rated for Part-time members. However, no employee shall be required to use any accrued sick time which would result in their having less than one (1) week's worth of that time. The statutory 12-week FMLA shall run concurrent with the first 12 weeks of such leave. The total amount of time that a negotiations unit member may be continuously out of work cannot exceed fifty two (52) weeks. However, employees hired prior to January 1, 1983 shall be entitled to use all accrued paid sick time.

3. Employees may use only forty (40) hours of New Jersey Earned Sick Leave in a fiscal year (July 1st to June 30th). New Jersey Earned Sick Leave shall run concurrently with FMLA and NJFLA. Employees may carryover a maximum forty (40) hours of New Jersey Earned Sick Leave from one (1) fiscal year (July 1st to June 30th) to the next. ~~New Jersey Earned Sick Leave may be used fractionally when scheduled in advance. Employees who are scheduled to work twelve (12) hour shifts shall be permitted once per benefit year to use New Jersey Earned Sick Leave in a four (4) hour increment (rather than a full-shift increment) provided that they must also utilize eight (8) hours of University Hospital sick leave (or if none is available vacation or float holiday time) to cover the remainder of their shift. Such use of University Hospital sick leave for purposes authorized by the New Jersey Sick Leave Law, and in accordance with the notice and documentation requirements of the New Jersey Sick Leave Law, shall not constitute a violation of The remaining balance of University Hospital sick leave shall not be subject to the Attendance Control Policy.~~

4. Employees with five (5) or more years of service will be eligible for an emergency advance of up to one (1) year's equivalent of sick leave under the following circumstances:

A. At least twenty (20) sick days have been or will have been continuously used for the same emergency immediately before any of the advanced days. These days must have been used to cover absences for illness.

B. The employee has not been the subject of a written warning, suspension or any other discipline for attendance within the previous year. All evaluations over the last two (2) years must have been satisfactory.

C. The application for the advance must be approved by the Department Head and accompanied by documentation of the illness.

D. The application must also be approved by the Chief Human Resources Officer or his/her designee.

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E. The approval/disapproval of the application for emergency advance of sick leave is grievable up to Step II of the Grievance Procedure. The decision of the Step II Hearing Officer is final and not subject to arbitration.

5. Sick time accruals are cumulative from one year to the next.

6. Per Hospital policy, an employee can use up to ten (10) accrued sick days, then float holidays and accrued vacation time, to take care of a seriously ill family member, which will be pro-rated for Part-time employees.

For

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Date:

9/27/24

For Union HPAE 5089

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9/27/2024- TA

New Article replacing current Article 7.10 Leave for Death or Serious Illness in Immediate Family

ARTICLE 7.10 Bereavement Leave

A. Immediate Family Member

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

~~provided paid sick leave or other paid leave is accumulated to the credit of the employee and is so charged. The employee will be salary deleted if employee has no available time to use.~~

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

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

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

If an employee's position classification is 40 hours per week they shall receive 24 hours of bereavement leave for the death of an immediate family member, except those employees scheduled to work 3 consecutive 12 hour shifts ~~over 3 consecutive calendar days~~ shall be entitled to utilize 36 hours of bereavement leave for those days.

Regular Part-Time employees will receive pro-rated benefits.

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

C. Use Within Thirty (30) Days

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

D. Extension of Bereavement Leave

If an employee wishes to extend the leave beyond that described above due to travel or other responsibilities, such request will not be unreasonably denied, but that time will be deducted from the employee's accumulated vacation or float holiday time. If vacation or float holiday time is not available, employee may request unpaid leave. Documents justifying the extension of bereavement leave must be produced.

E. Proof of Death

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

F. Eligibility

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

For UH

ewb

Date:

8/21/24

For Union HPAE 5089

[Signature]

A. Mebenonke

A. Skinner

Katya Morris

Barbara Wernan

Date:

Wanda Caudle

C. D. M.

Jan. Wiley

Maria G. Pinner

08/21/2024-TA

7.15 Meal Period:

Employees authorized to work through their regularly scheduled meal period will, at the option of the Hospital,, upon working in excess of forty (40) hours per week in that pay period, 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.

For

UH:

emp

Date: 9/27/24

For Union HPAE 5089

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Date:

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ARTICLE 10. MONETARY BENEFITS MISCELLANEOUS:

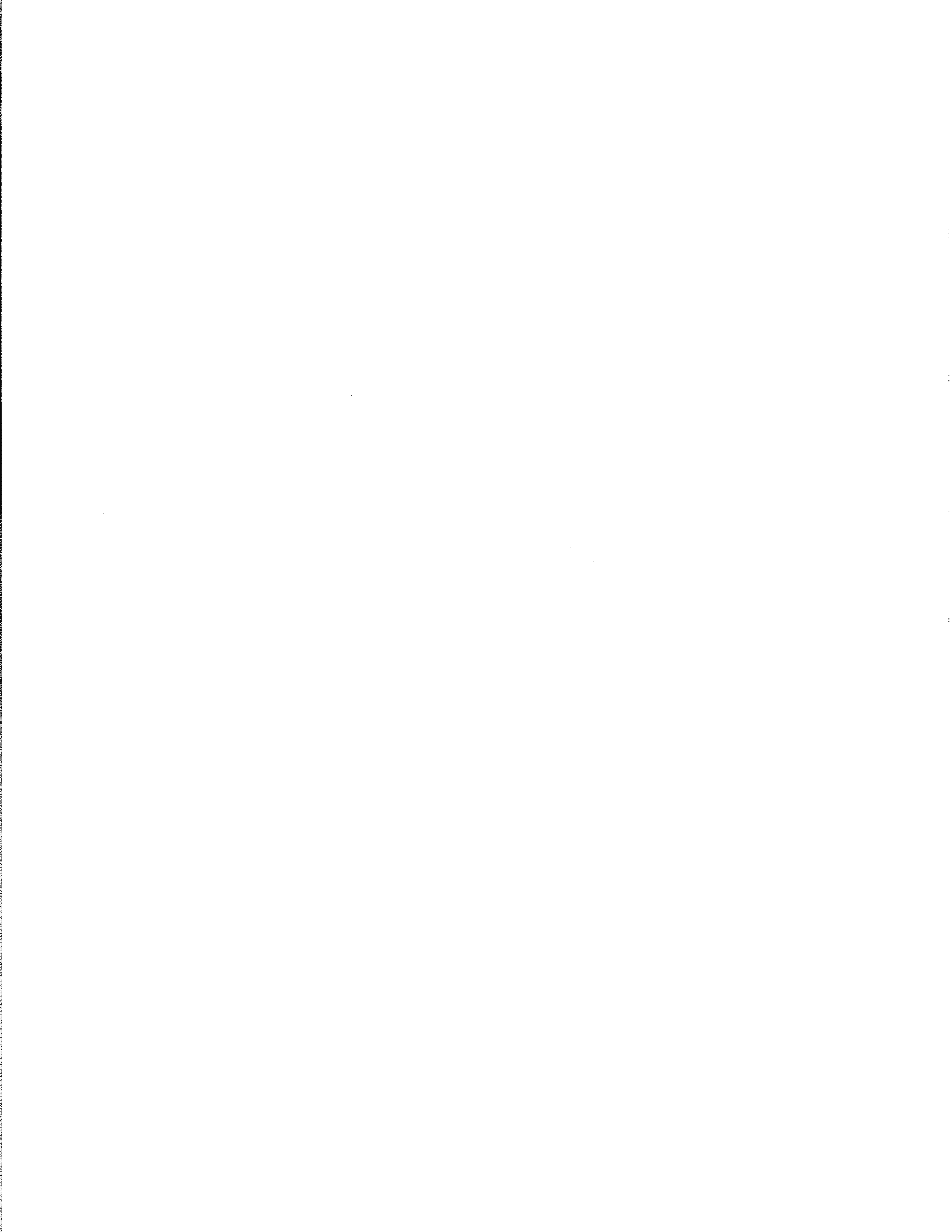
10.01 Terminal Benefits:

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

- a. ~~Twenty-eight (28)~~ If 50 or more employees are subject to layoff in a thirty (30) day period, University Hospital will provide ninety (90) days' notice or compensation at the employee's regular compensation rate to the extent such notice is deficient.

If 49 or less employees are subject to layoff, University Hospital will provide ~~twenty-eight (28)~~ twenty-eight (28) days' notice or compensation at the employee's regular compensation rate to the extent such notice is deficient. When a layoff notice is served to the employee, Human Resources will meet and discuss applicable options as set forth in Article 4.10, 1. Bumping and Vacancies.

- b. Accrued but unpaid vacation, float holiday, and compensation time to the employee's termination date.



For UH EMW
Date: 9/17/24

For Union HPAE 5089

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ARTICLE 10. MONETARY BENEFITS MISCELLANEOUS:

10.04 Charge Nurse Differential:

Effective January 1, 2010 the charge nurse differential will be **one dollar and seventy-five cents (\$1.75)**-per hour.

A Staff Nurse who is assigned by management, or his/her designee, to perform the function of a charge nurse assumes responsibility for the operation of the floor or unit.

A staff nurse who is designated to perform the functions of a Charge Nurse shall receive the Charge Nurse differential for the time so designated by management.

When assigning charge duties, the Hospital will first seek volunteers. If there are no volunteers deemed qualified by management, charge duties will be assigned on a rotational basis among qualified staff nurses. When functioning in the role of charge, the staff nurse will not carry a full patient assignment. If there is a need to assign a staff nurse to be a Charge Nurse for an extended period of time, volunteers will be sought first, but the final decision regarding the assignment rests with management.

10.11 Floating:

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

In the event that it becomes necessary for an employee to be assigned, on a shift-by- shift basis, to another unit, nursing management shall ensure that patient care assignments shall be within the educational and

skill level of the assigned/floated nurse. The Hospital shall utilize the following guidelines when floating/assigning nurses:

1. Float pool employees shall be assigned prior to the floating of other full- time or part-time negotiations unit members.
2. Agency personnel assigned
- ~~2. Volunteers shall be sought.~~
3. Per diem staff will be assigned.
4. Volunteers shall be sought.
- ~~3.5. Agency personnel assigned.~~
4. ~~Per diem, then overtime staff will be assigned.~~
6. Finally The Hospital may assign employees on a rotation basis, with the least senior employee floating first.
7. Overtime staff will be assigned.;
5. ~~the Hospital may assign employees on a rotation basis, with the least senior employee floating first.~~

The Hospital will use its best efforts to assure that the floating of staff will be done on an equitable basis. To do so, the Hospital will assign an employee during his/her orientation period, e.g. new hire, new program implementation/equipment introduction, in such manner as to enable the employee to acquire the necessary experience and training to assure safe practice when he/she is floated.

No employee will be given an assignment for which she/he has not been adequately trained, or which would cause the employee to violate the Rules and Regulations of the New Jersey Board of Nursing Practice Act.

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

A differential of three dollars (\$3.00) per hour will be paid to a full-time and/or part- time employee who is assigned to a unit outside of their "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.

Float Sections:

1. EMERGENCY DEPARTMENT/ FLIGHT NURSES/EMS NURSES, H-Blue (a.k.a. EDOU), H-Blue (a.k.a. EDOU) to ED Obs

2. RADIOLOGY/NEURO
INTERVENTIONAL, CARDIAC CATH
LAB, ANGIOGRAPHY
3. I-YELLOW 1, I-YELLOW 2, PROGRESSIVE CARE UNITS
(PCU) (with the exception of Pediatric Step-Down),
CARDIAC CATH LAB, CTICU, SICU, NICU, FLIGHT
NURSES
4. OR, SAME DAY SURGERY (UH & DOC), SPECIAL
PROCEDURES, E-YELLOW, PACU
5. H-YELLOW, H-GREEN, H-BLUE, G-BLUE, F-YELLOW,
E-BLUE, F-BLUE, I-BLUE, D-GREEN
6. MOTHER-BABY, L & D
7. PEDIATRICS
8. FICN/FIN, PEDS ICU

A. On a voluntary basis and following completion of full orientation to be cross trained and deemed for competent by, negotiations unit employees may be floated to PEDS ED

9. ALL AMBULATORY CARE SERVICES
10. G-YELLOW

Staff Nurses who are chosen for the “float pool” will be assigned to a float section as defined above and their daily assignments may vary in accordance with operational needs. Staff Nurses who are permanently assigned to the float pool shall receive a differential of five dollars and fifty cents (\$5.50) per hour for all hours worked and said differential shall become part of the Staff Nurse’s hourly regular rate of pay.

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

(B)Float Section Designation.

The Hospital will notify the Union prior to the opening of a new unit or division in order to determine the float section to which the new unit or division will be

assigned. Upon request by either party, the Union and the Hospital shall meet and discuss revisions in the above float sections.

(C) Temporary Reassignment.

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

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Date: 10/7/24

For Union HPAAE 5089

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ARTICLE 18. CRNAS – WAGES AND BENEFITS

Effective the pay period closest to ~~12/8/19~~ 10/1/24: the Nurse Anesthetist salary scale set forth in Article 21 of the collective negotiations agreement dated October 1, ~~2017~~ 2021 through September 30, ~~2018~~ 2024 for regular, full time and part time, Nurse Anesthetists shall be replaced with the following salary scale:

STEP	(Without Cert) UN/07C	HOURLY RATE
1	0-1 years	\$106.00
2	2-3 years	\$108.12
3	4-5 years	\$110.28
4	6-7 years	\$112.49
5	8-9 years	\$113.84
6	10-11 years	\$115.20
7	12-13 years	\$116.59
8	14-15 years	\$117.99
9	15-16 years	\$119.17
10	17-18 years	\$120.36
11	19-20 Years	\$121.56
12	21+ Years	\$123.02

STEP	(With 2nd Cert) UN/07D	HOURLY RATE
1	0-2 years	\$108.00
2	3-4 years	\$110.16
3	5-6 years	\$112.36
4	7-8 years	\$114.61
5	9-10 years	\$115.99
6	11+ years	\$117.38
7	12-13 years	\$118.79
8	14-15 years	\$120.21
9	15-16 years	\$121.41
10	17-18 years	\$122.63
11	19-20 Years	\$123.85
12	21+ Years	\$125.09

All active Nurse Anesthetists will be placed at the appropriate step of the above new range, as of the pay period closest to ~~12/8/19~~ 10/1/24, based on credited years of experience as of ~~12/8/19~~ 9/30/24. One year of experience as a CRNA, whether at University Hospital or outside the Hospital, shall equal one (1) year of credit.

Placement on the new scale for incumbent CRNAs will be based on the information contained in each employee's Human Resources file in order to determine credited years of experience. For new hires, step placement will be based on verified experience information from their job application.

No Nurse Anesthetist will have their current wage rate reduced based on wage adjustments of this section. Nurse Anesthetists whose hourly rate is higher than the rate set forth in the above scale for their years of experience will be “red circled”.

Effective the pay period closest 10/1/25: Each CRNA who has attained the experience requirement associated with the steps of the UN salary scale as of September 30, 2025, shall move a step.

CRNAs (Regular Full Time and .9 FTE) who are at Step 12 as of 9/30/2025 will receive a one time lump sum payment of 1% of their 9/30/2025 salary (not to be added to the base salary), prorated for part-time and less than .9 FTE CRNAs in lieu of a step move.

Effective the pay period closest to 10/1/26: Each CRNA who has attained the experience requirement associated with the steps of the UN salary scale as of September 30, 2026, shall move a step.

CRNAs (Regular Full Time and .9 FTE) who are at Step 12 as of 9/30/2026 will receive a one time lump sum payment of 1% of their 9/30/2026 salary (not to be added to the base salary), prorated for part-time and less than .9 FTE CRNAs in lieu of a step move.

Effective the pay period closest to 10/1/2026: There will be ~~1.5%~~ **3%** increase to the value of each step.

Per Diem Rate – Nurse Anesthetist:

Weekday: \$150 **\$175 per hour**

Weekend \$150 **\$185 per hour**

ARTICLE 14. DISCIPLINE

14.01 Definition:

1. No non-probationary employee shall be subject to discipline by the Employer without just cause. The terms of this Article shall not be applicable to employees in their initial probationary period (including any extensions), or any temporary, ~~or~~-casual, or per diem ~~or per diem~~ employees. Employer's judgment as to the adequacy of the probationary employee's performance during the probation period or any action taken as a result thereof, shall not be deemed "discipline" nor shall it be subject to challenge by the Union or employee pursuant to this Article. A negotiations unit employee shall be informed of their right to have a Union Representative present at a disciplinary conference. (NOTE: HPAE 5089 agreed to this language)
2. The term "discipline" shall mean: (a) official written warning or written warning in lieu of suspension without pay, (b) suspension without pay, (c) demotion, which is any reduction in grade or title, or (d) discharge, when any of the foregoing occur based upon the employee's conduct or performance. The following shall not be construed as discipline:
 - a. Dismissal or demotion due to layoff or operational changes made by the Hospital;
 - b. Written or verbal counseling. A Counseling Notice is part of the performance improvement process and is an opportunity for management to constructively discuss with an employee the Employer's observations about the employee's performance or behavior. Oral counseling, although in writing, is not to be considered discipline and shall not be placed in the employee's Human Resources file.
3. The Hospital reserves the right to substitute a written warning in lieu of suspension without pay and such substituted written warning shall substitute for suspension in the Hospital's scheme of progressive discipline.
4. The Hospital may also, in lieu of suspension and upon mutual consent of the Union and employee, deduct up to five (5) days from the employee's vacation balances. In such circumstance, the disciplinary penalty will be equivalent to the same number of days of suspension and treated for all purposes as equivalent to a suspension without prejudice to the Employer, the Union or the employee.
5. When discipline is imposed pursuant to this Article, the Employer shall provide written notice of the discipline to the employee and the Union if present (HPAE 5089 agreed to this language on 8/16/2024) on a form expressly provided for that purpose by the Human Resources Department. The written notice shall include a reasonable explanation of the reasons for the discipline and the penalty being imposed. A copy of the written notice of discipline shall be provided to the Union as soon as feasible but no later than seventy-two (72) hours, excluding weekends and observed holidays, after being submitted to the employee.
6. Unless otherwise stated in the written notice of discipline, any suspension without pay of two (2) shifts or more, demotion, or discharge shall be effective immediately, subject to reversal only pursuant to the grievance procedure.

7. If during the course of an investigation, the Hospital determines that an employee needs to be placed on an administrative leave ~~without pay, after three (3) weeks without pay, after two (2) two (2) one (1) weeks,~~ such leave must be with pay, ~~unless the employee does not cooperate with the investigation, which led to administrative leave without pay;~~ However, if the Hospital is unable to conclude the investigation within three (3) weeks, the Union shall be provided advanced notification of at least three (3) business days prior to extension of administrative leave without pay. ~~in that circumstance, the Hospital will provide written explanation of the delay to the Union prior to the extension of administrative leave without pay, then the administrative leave shall continue without pay. If the Hospital seeks to continue the Administrative Leave beyond two weeks as a result of the continuation of the investigation, any additional Administrative Leave shall be with pay. If the investigation is not conducted by the Hospital in a timely manner, the administrative leave shall continue with pay.~~

If, following the conclusion of the investigation, it is determined that no discipline suspension, written warning in lieu of suspension, or termination will be issued, then the employee shall be entitled to backpay for the period of time he or she was on Administrative Leave without pay.

If it is determined that an employee on unpaid administrative leave should be suspended for less than the period of the unpaid administrative leave, the employee shall receive a written warning in lieu of suspension for two (2) days. ~~have all unpaid time and benefits restored less the issued receive a written warning in lieu of two (2) day days~~

8. The Union has the right to challenge the discipline by timely filing a grievance at Step 1 in accordance with the Grievance Procedure in Section 14.02.

9. All discipline not covered by Paragraph 6 shall be stayed until resolved through Step 2 of the Grievance Procedure. During the time that such discipline is stayed, it may not be referred to in any evaluation, promotional decision, or subsequent disciplinary charge other than termination, until the grieved discipline has been resolved through Step 2 of the Grievance Procedure. In the event that any portion of the suspension without pay is served before a grievance has been filed, only the balance of the suspension without pay shall be stayed and there shall be no entitlement to automatic reimbursement or reinstatement for the portion of the suspension without pay served prior to the filing of the grievance.

10. The Union has the right to challenge disciplinary suspensions without pay for two (2) shifts or less through Step 2 of the grievance procedure. Since such suspensions without pay are not subject to arbitration, the Hospital agrees to comply with the following timeframes as they relate to Step 2 hearings on disciplinary suspensions without pay of two (2) shifts or less:

- a. The Step 2 hearing will be held as soon as practicable, but no later than four (4) months from the date the Union makes a written request for a Step 2 hearing; and
- b. The Step 2 decision shall be issued no later than forty-five (45) days following the completion of the Step 2 hearing.

If the Hospital fails to meet either of the time limits set forth above, the discipline shall be deemed to have been abandoned by the Hospital and the employee shall be reimbursed the full amount of lost wages during the term of his/her suspension without pay and all references to the discipline shall be removed from his or her personnel file.

11. Prior to suspension without pay or termination of an employee, the Hospital shall provide the employee with a pre-suspension/pre-termination opportunity to be heard. The employee will be afforded a meeting with the Hospital to discuss the allegations against the employee that could

potentially result in a suspension without pay or termination and the employee will be given an opportunity to present his/her version of the facts. The Hospital shall consider the employee's position prior to rendering a decision of whether to impose discipline pursuant to this Article. The employee shall have the right to Union representation at this meeting.

New Article xx - Remote Work Arrangements

Regular negotiations employees may request consideration for telecommuting from their departmental management or departments may designate negotiations unit employees for telecommuting based upon operational benefits to the organization per University Hospital policy dated February 28, 2022 and as may be amended or rescinded. or ~~reseinded.~~

For UH

ewm

Date: 10/7/24

For Union HPAE 5089

Christina
Banet

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Mr

Date: 10/7/24
gm

10/7/2024- TA

ARTICLE 17. STAFF NURSES 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 Hospital and in keeping with the conditions set forth herein and subject to the State Legislature enacting appropriations for these specific purposes.

A. Guidelines – Scale UB Placement:

B

Guidelines for the placement of new hires on Scale UB 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 two-for-one (2 for 1) basis [i.e. two (2) years' part time experience equals one (1) year of credit].
- *Per Diem and Agency work experience will not be credited except that at the sole discretion of the Hospital 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 one-for-one (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 two-for-one (2 for 1) basis [i.e. two (2) years' full time experience equals one (1) year of credit].
- Part time experience as an LPN shall be credited on a four-for-one (4 for 1) basis [i.e. four (4) years' part-time LPN experience equals one (1) year of credit]. 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.

B. *Experience Definition:

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

- a) Acute Care Hospitals
- b) Long Term Care Facilities
- c) Public Health
- d) Home Health
- e) Mental Health Facilities
- f) Doctor's offices if such experience is directly related. The determination if such other experience is related will be made by the Hospital.
- g) 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.

Effective the pay period closest to 10/1/24, -the UB scale will be expanded to a 27 ~~30~~ step scale. Staff Nurses on Step 26 of the current scale shall move to the Step 27 appropriate step on the scale in accordance with the Guidelines for Scale UB Placement and the Experience Definition based on the experience attained as of 9/30/24.

~~B.~~ ~~C.~~ Effective the pay period closest to **10/1/2024** ~~10/1/2021~~: Staff Nurses on the UB salary scale, shall receive a step move in accordance with the Guidelines for Scale UB Placement, Experience Definition, and based on the experience attained as of 9/30/2024. On 1/1/2025 there will be a 2.0% across the board increase to the UB scale. The average pay increase will be 3.3% comprised of a step move and across the board increase of 2.0%.

Effective the pay period closest to 10/1/24, the UB scale will be expanded to a 27 Step scale.

Staff Nurses still employed at UH as of the date of ratification of this agreement will receive appropriate retroactive pay, based on the Guidelines, back to the pay period closest to 10/1/2024.

C. Effective the pay period closest to 10/1/2025: Staff Nurses on the UB salary scale, shall receive a step move in accordance with the Guidelines for Scale

UB Placement, Experience Definition, and based on the experience attained as of 9/30/2025 and 2.0% across the board increase to the UB scale.

Effective the pay period closest to 10/1/25, the UB scale will be expanded to a 28 Step scale.

D. Effective the pay period closest to 10/1/2026: Staff Nurses on the UB salary scale, shall receive a step move in accordance with the Guidelines for Scale UB Placement, Experience Definition, and based on the experience attained as of 9/30/2026 and 2.0% across the board increase to UB scale.

Effective the pay period closest to 10/1/26, the UB scale will be expanded to a 29 Step scale.

C. Per Diem

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

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

	<u>October 2024</u>	<u>October 2025</u>	<u>October 2026</u>
<u>Weekday</u>	<u>\$55.00</u>	<u>\$57.50</u>	<u>\$60.00</u>
<u>Weekday(Eve/Night)</u>	<u>\$57.50</u>	<u>\$60.00</u>	<u>\$62.50</u>
<u>Weekend Day/Premium Holiday)</u>	<u>\$62.00</u>	<u>\$64.50</u>	<u>\$67.00</u>
<u>Weekend(Eve/Night)/ Premium Holiday</u>	<u>\$65.00</u>	<u>\$67.50</u>	<u>\$70.00</u>

In addition to the above rates of pay for Per Diem staff, said staff Per Diems shall, on a quarterly basis, effective the pay period closest to 10/1/2023, 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 on the hourly rates set forth above and the following hourly rates set forth below, for all hours worked in the quarter:

	<u>October 2024</u>	<u>October 2025</u>	<u>October 2026</u>
<u>Weekday</u>	<u>\$58.00</u>	<u>\$60.50</u>	<u>\$63.00</u>
<u>Weekday(Eve/Night)</u>	<u>\$60.50</u>	<u>\$63.00</u>	<u>\$65.50</u>
<u>Weekend Day/Premium Holiday)</u>	<u>\$65.00</u>	<u>\$67.50</u>	<u>\$70.00</u>

<u>Weekend(Eve/Night)/ Holiday</u>	<u>Premium</u>	<u>\$68.00</u>	<u>\$70.50</u>	<u>\$73.00</u>
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I. Sign-On and Referral Bonuses

Sign-On and Referral Bonuses: If University Hospital determines that implementation of Sign-On or Referral Bonuses is necessary for recruitment and/or retention of employees in specific titles or on specific units, the following schedules of payment shall be utilized:

Sign-On Bonus

Less than one (1) year of prior experience in an acute care setting

- Not eligible for bonus

One (1) to three (3) years of experience in an acute care setting \$5000 payable as described below:

- \$2000 when employment begins
- \$1000 upon completion of probation
- \$2000 upon completion of one (1) year

Three (3) years or more of experience in an acute care setting \$10,000 payable as described below:

- \$2500 when employment begins
- \$2500 upon completion of probation
- \$5000 upon completion of one (1) year

Referral Bonus – University Hospital Staff Nurses who refer experienced Staff Nurses for Staff Nurse positions in specified units, as determined by the Hospital, shall be eligible to receive a Referral Bonus to be paid out in two increments (~~\$2500~~ ~~\$1,000~~ when the applicant’s employment begins; ~~\$2500~~ ~~\$1,000~~ upon successful completion of new hire’s probationary period). A referred Staff Nurse applicant must have a minimum of one year of work experience in the designated specialty area, as determined by Human Resources.


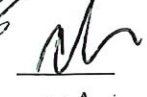
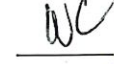



If the Hospital determines that changes to these programs are needed, it will advise the Union prior to implementation. Requests by the Union to discuss such changes will not be unreasonably denied.

For UH

Auto
10/7/24

Date:

For Union HPAE 5089

Date:

10/7/2024- TA

ARTICLE 19.

CASE MANAGEMENT COORDINATORS, COMMUNITY HEALTH NURSE, ONCOLOGY NURSE NAVIGATORS, & AND UTILIZATION MANAGEMENT COORDINATORS WAGES

Effective retroactive to the first full pay period of October 1, 2024, the UL Scale that was in effect 10/1/2023 will be eliminated and all Case Management Coordinators, Community Health Nurse, Oncology Nurse Navigators, and Utilization Management Coordinators on UL Scale shall be placed onto the appropriate Step on the revised UL Scale in accordance with the "Guidelines for placement" set forth in this Article.

No Case Management Coordinators, Community Health Nurse, Oncology Nurse Navigators, and Utilization Management Coordinators shall suffer a reduced salary rate when moved to the UL Scale. If a Case Management Coordinators, Community Health Nurse, Oncology Nurse Navigators, and Utilization Management Coordinators' then-current salary rate is higher than the salary rate that he or she would be placed at on the UL Scale, he/she will be red circled at the then-current salary rate.

All new hires will be placed on the UL Scale.

Guidelines – UL Scale Placement:

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

- Only documented experience may be credited.
- **Case Management Coordinator, Oncology Nurse Navigator and Utilization Management Coordinator:**
 - Full time Case Management Coordinator, Oncology Nurse Navigator and Utilization Management Coordinator experience within the United States shall be credited one-for-one (1:1) basis.

- Part time Case Management Coordinator, Oncology Nurse Navigator and Utilization Management Coordinator experience within the United States shall be credited two-for-one (2:1) basis.
 - **Full time Staff Nurse experience shall be calculated at four to one (4:1) for placement on Step 1 of the scale.**
 - Full time Staff Nurse experience within the United States shall be credited on a ~~four-for-one (4:1)~~ two for one (2:1) basis **for each step placement following Step 1 placement.**
 - Staff Nurse experience shall be capped at Step 8.
 - **Step on placement for part time Staff Nurses shall be credited at eight to one (8:1) for the placement on Step 1.**
 - ~~Part time Staff Nurse experience shall be credited on an eight-for-one (8:1) basis [i.e. eight (8) years' part time experience equals one (1) year of credit]~~ **Part time Staff Nurse experience shall be credited on an four for one (4:1) eight-for-one (8:1) basis [i.e. four (4) eight (8) years' part time experience equals one (1) year of credit] for step placement following Step 1.**
 - Staff Nurse experience shall be capped at Step 8.
 - Foreign nursing experience will be credited on a four-for-one (4:1) basis for Staff Nurse experience in the United States. There shall be a cap of 13 years credit for foreign experience.
 - *Per Diem and Agency work experience will not be credited except that at the sole discretion of the Hospital based on a review of such experience. Credit may be assigned after consideration of the amount and type of experience.
- **Community Health Nurse:**
 - Full time Community Health Nurse experience within the United States shall be credited one-for-one (1:1) basis.
 - Part time Community Health Nurse experience within the United States shall be credited two-for-one (2:1) basis.
 - Full time Staff Nurse experience within the United States shall be credited three-for-one (3:1) basis.
 - Staff Nurse experience shall be capped at Step 8.
 - Part time Staff Nurse experience shall be credited on a six-for-one (6:1) basis [i.e. six (6) years' part time experience equals one (1) year of credit].
 - Staff Nurse experience shall be capped at Step 8.
 - Foreign nursing experience will be credited on a three-for-one (3:1) basis for Staff Nurse experience in the United States. There shall be a cap of 13 years credit for foreign experience.

- o *Per Diem and Agency work experience will not be credited except that at the sole discretion of the Hospital based on a review of such experience. Credit may be assigned after consideration of the amount and type of experience.

***Experience Definition:**

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

- a) Acute Care Hospitals
- b) Long Term Care Facilities
- c) Public Health
- d) Home Health
- e) Mental Health Facilities
- f) 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.

UL/03S

Step	Rate
1	\$88,487.00
2	\$90,256.74
3	\$92,061.87
4	\$93,903.11
5	\$95,781.17
6	\$97,696.80
7	\$99,650.73
8	\$101,643.75
9	\$103,676.62
10	\$105,750.16
11	\$107,865.16
12	\$110,022.46
13	\$112,222.91
14	\$114,467.37
15	\$116,756.72
16	\$119,091.85
17	\$121,473.69
18	\$123,903.16

UL/05S

Step	Rate
1	\$99,904.00
2	\$101,902.08
3	\$103,940.12
4	\$106,018.92
5	\$108,139.30
6	\$110,302.09
7	\$112,508.13
8	\$114,758.29
9	\$117,053.46
10	\$119,394.53
11	\$121,782.42
12	\$124,218.07
13	\$126,702.43
14	\$129,236.48
15	\$131,821.21
16	\$134,457.63
17	\$137,146.78
18	\$139,889.72

Effective the pay period closest to 10/1/25 the UL Scale will be increased 1%.

Case Management Coordinators, Community Health Nurse, Oncology Nurse Navigators, and Utilization Management Coordinators who has attained the experience requirement associated with the steps of the UL salary scale as of 9/30/2025, shall move a step in accordance with the Guidelines for UL Scale Placement and the Experience Definition, and based on the experience attained as of 9/30/2025.

Case Management Coordinators, Community Health Nurse, Oncology Nurse Navigators, and Utilization Management Coordinators who are at Step 18 as of 9/30/2025 will receive a one-time lump sum payment of 0.75% 1% of their 9/30/2025 salary (not to be added to the base salary), prorated for part-time Case Management Coordinators, Oncology Nurse Navigators, and Utilization Management Coordinators in lieu of a step move.

Effective the pay period closest to 10/1/26 the UL Scale will be increased by 1%.

Case Management Coordinators, Community Health Nurse, Oncology Nurse Navigators, and Utilization Management Coordinators who has attained the experience requirement associated with the steps of the UL salary scale as of 9/30/2026, shall move a step in accordance with the Guidelines for UL Scale Placement and the Experience Definition, and based on the experience attained as of 9/30/2026.

Case Management Coordinators, Community Health Nurse, Oncology Nurse Navigators, and Utilization Management Coordinators who are at Step 18 as of 9/30/2026 will receive a one-time lump sum payment of 0.75% 1% of their 9/30/2026 salary (not to be added to the base salary), prorated for part-time Case Management Coordinators, Oncology Nurse Navigators, and Utilization Management Coordinators in lieu of a step move.

For UH

OWRO

Date:

10/7/24

For Union HP AE 5089

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Date:

10/7/2024- TA

ARTICLE 20. ADVANCED PRACTICE NURSES – WAGES AND BENEFITS

Effective the pay period closest to 10/1/2024: Advanced Practice Nurses who are on UH payroll as of 9/30/2024 shall receive a 3% across the board increase to salary.

Effective the pay period closest to 10/1/2024: The US salary scale for Advanced Practice Nurses shall be increased by 3%.

Grade	Min	Mid	Max
07S	\$136,293.72	\$165,415.94	\$186,384.68

The Hospital and Union will commence negotiation limited to the new US salary scale with experience-based steps and appropriate guidelines as soon as practicable following 6/1/2025. The new US scale will be agreed upon on or before 9/1/2025 and implemented the pay period closest to 10/1/2025.

Effective the pay period closest to 10/1/2026: Advanced Practice Nurses who are on UH payroll as of 9/30/2026 shall receive on average a 3.0% increase comprised of a step move and an across the board increase.

For UH

LMN
9/17/24

Date:

For Union HPAE 5089

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(Signature)

Date:

9/17/2024- TA

New Article XXX: Agency Nurses

A. Non-negotiations unit employees, agency nurses either day or contracted, may be utilized on units under the following terms and conditions:

- i. Bargaining unit positions are posted. If hired staff are oriented and there are no open positions posted, agency nurses will not be utilized.
- ii. Overtime is posted according to the Agreement.
- iii. ~~The Hospital will notify the Union when agency nurses or non-negotiations unit employees are in use.~~
- iv.iii. Non-negotiations unit employees, which also includes all agency nurses will be clearly marked on the schedule as "AGENCY" and their time will be posted as available on the overtime list.
- v.iv. Negotiations unit employees may bump non-contracted Per Diem agency nurses or any other non-negotiations unit employee with 24 hours' notice.
- vi.v. Weekends, holidays, and on-call shall be required for any agency nurse whose contract is extended beyond thirty (30) days or said agency nurse accepts a contract in the future.
- vii.vi. Agency nurses shall not have sole responsibility or in-charge responsibility only if a qualified Hospital staff nurse is not available.
- viii.vii. The agency nurse shall be expected to otherwise perform substantially the same functions as Hospital staff nurses.
- ix. ~~The agency nurse shall be required to comply with all mandatory competencies and training at the Hospital.~~

B. Negotiations Unit Work Preference:

All available shifts work-time and ; assignments and scheduling shall be offered to negotiations unit employees and which includes all shifts for day or non-negotiations

~~unit employees contracted agency nurses prior to before~~ being offered to Per Diem or contracted agency nurses non negotiations unit employees during the preferred scheduling period.

Thereafter, the Hospital will assign shifts to available personnel per the negotiated agreement. ~~However, negotiations unit employees may bump non contracted agency nurses or any other non negotiations unit employee with twenty four (24) hours' notice.~~

In areas where the Hospital utilizes agency nurses occurs due to a critical shortage, the choice of hours of work for a specific schedule shall be offered first to bargaining unit employees.

~~In addition, before utilizing agency nurses, the hospital will post a temporary position. In the event an agency nurse is being utilized for six (6) months on a particular unit and shift, the hospital shall post a comparable classification position.~~

~~Agency Nurses shall not be scheduled during pre posting period. Agency nurses shall be pulled or reassigned before bargaining unit employees.~~

- C. Cancellation on the particular unit will be in the following order:
- a. All non-bargaining unit employees, including Non-contracted agency and all extra shifts for contracted agency nurses;
 - b. Overtime shifts in order of reverse seniority;
 - e. ~~Open shifts in order of reverse seniority;~~
 - d.c. Per Diem in Overtime

For 9/27/24

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Date:

For Union HPAE 5089

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9/27/2024- TA

New Article: Clinical Ladder

University Hospital is preparing for American Nurses Credentialing Center (ANCC) Pathway to Excellence/Magnet Designation. The Nursing Clinical Ladder is a requirement for ANCC Pathway and Magnet Hospital Designation. The Ladder is a structured program designed to guide nurses in their advancement both clinically and into future leadership roles. This program differentiates levels of nursing expertise and contributions through four progressive tiers. This approach encourages ongoing learning and improved patient outcomes, from novice to expert which supports nurses' growth and enhances patient safety and care.

Eligibility Criteria

1. Current NJ Professional Registered Nursing license
2. Non-exempt RN involved in bedside care (at least 51%)
3. Minimum of one year of professional registered nursing experience
4. Has completed their probationary period
5. Met or exceeded their role as a nurse in their most recent Performance Appraisal **and in good standing (free of disciplinary action for the preceding six months)**
6. **No discipline beyond Written Warning.**
- 6-7. Has completed all mandatory educational activities including HealthStream, Elsevier, Annual RN Skills Competency attendance and BLS, ACLS, PALS or NRP as required.

Application and Administrative Process

1. **The Nursing Clinical Ladder shall be overseen by a Professional Nursing Clinical Ladder Program Steering Committee. The Steering Committee shall be comprised of equal representatives from the Union and University Hospital administration.**
2. Applications must be sent electronically to the Professional Nursing Clinical Ladder Program Steering Committee. The application form must include Assistant Director of Nursing (ADON) signature and signature of mentor. The mentor will help guide the applicant through the Professional Nursing Clinical

Ladder process. Assistance in the selection of a mentor can be facilitated by the Professional Nursing Clinical Ladder Program Steering Committee as needed.

3. The Steering Committee will notify the applicant and the ADON once the application has been accepted.
4. If the Steering Committee determines modifications are necessary for project approval, the applicant will have two (2) weeks to make those modifications and resubmit the application.
5. Nurse applicants will work with their ADON, mentor and Professional Nursing Clinical Ladder Program Steering Committee to help facilitate the project (s).
5. Each project requires a time log sign off by the applicant's ADON who will review the portfolio with the applicant to assure completeness prior to final submission.
6. Participants must remain in the clinical ladder level for a minimum of one (1) year.
7. Payments will be awarded upon completion of obtaining level requirements at the end of the calendar year.
8. Letters of completion and award amounts will be approved and distributed by the Professional Nursing Clinical Ladder Program Steering Committee.
9. **Payments shall be made to the RN no later than two (2) pay periods following the submission of all required documentation.**

Level 1: Direct Care Staff Nurse (CN1)

- Meets all the job description requirements of a Patient Care Services Staff Nurse.

Level 2: Advanced Beginner (CN2)

- Registered Nurse Experience: One or more years
- Nursing Contact Hours* (within the past 12 months): 15
- Degree Requirements: BSN or enrolled in BSN Program
- Nursing Specialty Certification Requirements: Seeking or has obtained ANCC approved specialty nursing certification
- Areas of Excellence Requirements: 6 points total from at least 4 of 6 areas
- Project Requirement: One

Level 3: Competent (CN3)

- Registered Nurse Experience: Two or more years
- Nursing Contact Hours* (within the past 12 months): 18
- Degree Requirements: BSN
- Nursing Specialty Certification Requirements: Obtained Certification in ANCC Approved Nursing Specialty
- Areas of Excellence Requirements: 8 points total from at least 5 of 6 areas
- Project Requirement: Two

Level 4: Proficient (CN4)

- Registered Nurse Experience: Three or more years
- Nursing Contact Hours* (within the past 12 months): 20
- Degree Requirements: BSN
- Nursing Specialty Certification Requirements: Current Certification in ANCC Approved Nursing Specialty
- Areas of Excellence Requirements: 10 points total from at least 5 of 6 areas
- Project Requirement: Three

Level 5: Expert (CN5)

- Registered Nurse Experience: Five or more years

- Nursing Contact Hours* (within the past 12 months): 22
- Degree Requirements: MSN or enrolled in MSN Program (or higher)
- Nursing Specialty Certification Requirements: Current Certification in ANCC Approved Nursing Specialty
- Areas of Excellence Requirements: 12 points total in at least 6 areas
- Project Requirement: Four

*One nursing related college course is equivalent to 15 contact hours.

Compensation Scale

	Full Time (Part Time Pro-rated)
Level 1: CN1	No Compensation
Level 2: CN2	\$1,500
Level 3: CN3	\$2,250
Level 4: CN4	\$3,000
Level 5: CN5	\$3,750

Participants must remain in the clinical ladder level for a minimum of one year. Payments will be awarded upon completion of obtaining level requirements at the end of the calendar year. Letters of completion and award amounts will be approved and distributed by the Professional Nursing Clinical Ladder Program Steering Committee. **Payments shall be made to the RN no later than two (2) pay periods following the submission of all required -documentation.**

Completed Professional Nursing Clinical Ladder Program Portfolio

1. Each project requires the following:
 - Detailed description of project
 - A reflective practice summary of
 - How the project relates to the mission and values of University Hospital
 - How this project relates to the strategic goals of Nursing
 - How this project relates to the University Hospital Professional Practice Model for Nursing and to which component
 - What outcome measures were used to demonstrate the effectiveness of the project (be sure to include your data)
 - Long term plans of sustainability and re-evaluation of effectiveness
 - Visual presentation in the form of a professional poster, trifold or PowerPoint
2. Attach references (include at least 3 citations from peer-reviewed nursing articles, textbooks, guidelines published within the last 5 years that point toward the need for your project and /or support its implementation)
3. Each project requires a time log sign off by the applicant's ADON who will review the portfolio with the applicant to assure completeness prior to final submission.

Areas of Excellence

Supportive documentation must be submitted for each element. Please include a sign in sheet and/or pictures as proof of evidence for elements that involve participation of other people such as presentations, discussions, or meetings, along with a copy of the presentation and material discussed.

Acceptable supportive documentation:

- Copy of project
- Copy of presentation
- Sign in Sheet
- Agenda
- Meeting Minutes
- Educational materials utilized
- Project or education evaluation
- Copy of certification
- Copy of membership
- Proof of participation and involvement
- Copy of registration or attendance
- Copy of publication
- Attestation form
- Pictures

Shared Decision-Making

Elements Description	Points
Active Member of Unit Advisory Council	1
Active Member of Shared Governance Council	1
Initiation of a Unit-Based Journal Club and Actively Facilitates	1
Active Member of Hospital Wide Committee	1
Active Member of Department of Nursing Committee	1
Initiation of Unit Based Staff Newsletter	1

Leadership

Elements Description	Points
Attendance of the Professional Preceptor Course	1
Active Co-chair of Shared Governance Committee	1
Serve as a Mentor to Nurse Resident	2
Active Co-chair of Unit Advisory Council	2
Serve as ANCC Pathway to Excellence Survey Champion	1
Serve as a DEU Clinical Instructor	2

Safety

Elements Description	Points
Recognized for Great Catch	1
Active Member of Workplace Violence Committee	1

Attended Handle with Care Course	1
Champion of Patient Safety Tools	1
Unit Based Safety Champion	1
Active Member Falls Prevention Committee	1
Hand Hygiene Observer	1

Quality

Elements Description	Points
Active participant in chart audits	1
Lead a quality action plan for the unit (PDSA)	2
Patient satisfaction survey recognition for individual nurse	1
Active Unit Based Patient Satisfaction Champion	2
Active Unit Based Quality Champion	2
Active Superuser for EPIC or for new product/equipment	1

Professional Development

Elements Description	Points
Active Handle with Care Instructor	2
Active Interdisciplinary Committee Member	1
Active Member of Professional Nursing Organization	2
Active Committee Member in Professional Nursing Organization	1
Active Officer in Professional Nursing Organization	2
Organize nursing specialty certification study group	2
Attendance at nursing specialty conference and shares information	2 3
Publishes article in professional nursing journal	2
Guest lecturer at conference or seminar	2
Submits Current Resume or CV	1

Well-Being

Elements Description	Points
Active Member NWESC Committee	1

Active Member Healthy Workforce Committee	1
Active Peer Support Champion (Stress First Aid)	1
Healthy Workforce Unit Mentor	1
Active Member Nurses' Week Committee	1
Active Daisy Committee Member	1

The competency framework for University Hospital's Nursing Clinical Ladder is from Novice to Expert. The Bonus for nurses participating in this program is as follows:

- Novice is Clinical Nurse 1 (CN1) Basic Direct Care Nurse- Not eligible for Bonus
- Advanced Beginner (CN2) one year experience, pursuing BSN-\$1,500 per year.
 - Complete One (1) Project (minimum 10 hours)
- Competent (CN3) two years or more, must be certified, BSN-\$2,250 per year.
 - Complete Two (2) Project (minimum 20 hours)
- Proficient (CN4) BSN/certification, increased project work-\$3,000 per year.
 - Complete Three (3) Project (minimum 30 hours)
- Expert (CN5) MSN/or Doctorate, certification, and increased project work \$3,750 per year.
 - Complete Four (4) Project (minimum 40 hours)

If the Hospital determines that changes to this program is needed, the Hospital will advise the Union prior to implementation. Requests by the Union to discuss such changes will not be unreasonably denied. University Hospital reserves the right to discontinue this program.