

# HPAE

**Locals 5135**

**Representing Registered Nurses At  
Rutgers University  
UCHC Medical Services Division**

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## **Agreement**

between

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

**Rutgers University**

**UCHC Medical Services Division  
Registered Nurses**

**October 1, 2014 through June 30, 2018**

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

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*AFT/AFL-CIO*

**and**

**Rutgers University**

**UCHC Medical Services Division**  
**Registered Nurses**

**October 1, 2014 through June 30, 2018**

## PREAMBLE

This Agreement is effective October 1, 2014, and is made between the Rutgers, The State University of New Jersey (hereinafter called "University") and the Health Professionals and Allied Employees, AFT, AFL/CIO, 110 Kinderkamack Road, Emerson, New Jersey, 07630 (hereinafter called the "Union").

The parties recognize that it is the responsibility of the University to provide high quality educational programs, to encourage the development of new knowledge through research, and to provide patient care services to the larger community. This Agreement is intended to contribute to the fulfillment of those responsibilities. The parties recognize and declare that it is their mutual goal to maintain a harmonious relationship in determining terms and conditions of employment. To this end they mutually enter into this Agreement which sets forth the employment relationship between the University and the employees subject to this Agreement under applicable State and Federal law.

### 1. AGREEMENT SCOPE

This Agreement covers all non-supervisory, regular full and part-time University employees who are employed to function as registered nurses and have satisfactorily completed their initial probationary period, and regularly employed per diem staff nurses employed by the University for at least one year (herein called "employee") in the UCHC Medical and Mental Health Services Division units at New Jersey Department of Corrections facilities and Juvenile Justice Commission.

### 2. UNION STATUS

#### 2.01 Recognition:

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

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

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

#### 2.02 Union Dues:

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

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

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

certified majority representative. The movement of an employee from one title to another title in HPAAE, from one status to another status and/or from one bargaining unit to another bargaining unit in HPAAE will not affect or interrupt dues deduction, unless the new title or bargaining unit is not represented by HPAAE. No additional initiation fee will be collected with these situations.

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

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

In the event the University deducts more dues than they should from a staff member, the University will reimburse the individual and then deduct that amount from the next dues check to the Union. In the event the University deducts fewer dues than they should, the University will correct the error in the next cycle and make the Union whole in the next dues check.

### **2.03 Transmission of Dues:**

Dues or agency fees and initiation fees so deducted by the University shall, within ten (10) days of the date of deduction, be transmitted to the designated officer of the Union together with a list of employees including: Last Name, First Name, Social Security Number, Employee Identification Number, Status (FT, PT, Per Diem), Actual Hours Worked, Base Rate, HPAAE Dues deducted, Initiation Fee, COPE deduction, Agency Fee or Member Status. The University shall also provide Gross Pay (applicable gross used to calculate dues) when operationally feasible. Once dues are transmitted to the Union, their disposition shall be the sole and exclusive responsibility of the Union. The Secretary of the Union shall certify to the University the amount of Union dues and shall notify the University of any changes in dues structure forty-five (45) days in advance of the requested date of such change. This information shall be available on-line for access by designated Union Officers. On-line access will allow for information to be downloaded in Excel format.

### **2.04 Agency Fee:**

All eligible nonmember employees in the unit will be required to pay to the Union a representation fee in lieu of dues for services rendered by the Union. Nothing herein shall be deemed to require any employee to become a member of the Union.

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

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

The University shall deduct the representation fee as soon as possible after the tenth day following reentry into the unit for employees who previously served in a position identified as excluded, for individuals recalled from layoff, for employees returning from leave without pay, and for previous employee

members who become eligible for the representation fee because of nonmember status.

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

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

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

In the event the University deducts more agency fee than it should from a staff member, the University will reimburse the individual and then deduct that amount from the next dues check to the Union. In the event the University deducts less of an agency fee than it should, the University will correct the error in the next cycle and make the Union whole in the next dues check.

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

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

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

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

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

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

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

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

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

## **2.05 Union Representation:**

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

The University will furnish the names and titles of supervisors or managers who have the Authority from the University to be considered either the immediate supervisor of any bargaining unit employee for oral or written complaint, written grievance purposes, annual evaluation or who are otherwise empowered by the University to interpret or apply the terms and provisions of Agreement on behalf of the University.

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

It is agreed that the Union will appoint or elect one representative per UCHC worksite, and up to five (5) officers who will be recognized by the University in their defined authority to act for the Union. The names of these representatives and officers will be provided to the Office of Human Resources and updated within thirty (30) days of any change.

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

- a) Represent employees in the unit.
- b) Investigate a grievance, providing such investigation time will be limited to a maximum of one (1) hour and further provided there is no interruption of work activities. In emergency situations, these time limitations may be extended if approved by the Office of Human Resources or the Supervisor/Manager on duty should the Office of Human Resources be closed.
- c) Post Union notices.
- d) Attend negotiating meetings (the number of representatives to be agreed upon between the Union and the University) if designated as a member of the negotiating team and scheduled to attend by the Union.
- e) Attend scheduled meetings with the University.

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



work situation warrants this.

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

In UCHC facilities, so long as permitted by the Department of Corrections or the Juvenile Justice Commission, the Union will be permitted to post union notices on bulletin boards in the medication and/or nursing office.

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

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

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

Union officers and representatives shall be allowed to use fax machines, as permitted by the Department of Corrections and Juvenile Justice Commission, to send grievance reports to the Labor Relations office and the Union office in Emerson, NJ provided that the primary use of the fax machine is for the business use of the department.

The HPAAE staff and representatives shall have the right to email HPAAE members who have Rutgers e-mail accounts. E-mail use shall be consistent with University policy.

## **2.07 Union Business:**

The University agrees to provide leave of absence at the regular rate of pay equal to the length of the employees regular work shift for officers and representatives of the Union to attend Union activities. The Union shall have the right to designate any Union officer and any representative (President, Secretary, Treasurer, Grievance Chair, Committee Chair or Union Representative) for such leaves of absence. A total of ten (10) days of such leave in the aggregate may be used each year of this Agreement.

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

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

In addition, the University agrees to provide leave of absence without pay for officers or representatives of the Union to attend Union activities. A total of ten (10) days in the aggregate of such leave of absence without pay may be used in each year. Granting of such leave shall not be unreasonably denied by the University. This additional leave of absence without pay is to be used with the same conditions and restrictions as leave for Union business with pay provided in this section.

The University shall grant unpaid leave without the payment or the accrual of benefits for one bargaining unit employee at a time who becomes an HPAAE officer or employee. Seniority shall continue to accrue during such leave.

Such employees may be reemployed by Rutgers to their position, if a position is vacant at the time of application to return to Rutgers' employment, or to a similar vacant position, providing that their absence does not exceed one (1) year and application is made within thirty (30) calendar days immediately following separation from union office/union employment.

### **2.08 Information and Data:**

The University shall maintain a union data library which shall contain the following information about members of the bargaining unit:

1. Name
2. University ID
3. Job title
4. Current university date of hire
5. Unit/school
6. Department
7. Campus
8. Classification description (FT, PT or PD, exempt or non-exempt, bi-weekly standard hours)
9. Salary table
10. Grade
11. Step
12. Hours per pay period
13. Hourly rate
14. Annual salary
15. Home address
16. Rutgers email address
17. Union membership status

Access to the union library will be limited to a representative(s) designated by the Union and agreed to with the Director of Labor Relations or his designee.

The University shall maintain a listing of employee separations in the union data library which shall be updated monthly. This list will include: name, University ID, campus, title, hire date, separation date, unit, and salary table. All information the University is required to provide will be provided in Microsoft Excel format.

When the University's payroll and data management systems acquire the capability, the University will also supply to the Union the following additional data for each bargaining unit member:

1. Facility address
2. Work phone extension
3. Employee's office/room number
4. Gender
5. Layoff Status
6. Leave status
7. Retirement date
8. Home phone number
9. Retirement Status

### **3. PROFESSIONAL PRACTITIONER STATUS**

#### **3.01 Non-Nursing Services:**

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

B) The parties agree that duties normally assigned to housekeeping, maintenance and other DOC & JJC support staff are not to be a routine part of a registered professional nurse's activities.

#### **3.02 Staff Development Programs:**

(A) The University shall provide staff development programs as mandated by the New Jersey Department of Health and the Department of Corrections and the NCCHC. Such programs may include training in the form of orientation programs and continuing education or other required courses or programs.

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

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

The University will provide notice through email and/or other media of its programs which have been granted Continuing Education Recognition Points by an appropriate professional association.

The University will use reasonable efforts to post this notice at least two (2) weeks prior to the program commencing.

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

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

If, in the future, the State and/or the University require the obtaining or maintaining of a certification in a specialty area for UCHC employees, it is the intention that the University or UCHC provide the course requirements for that certification. If it is not able to do so the University shall make available, within the scope of the same rules and regulations as it has for other Rutgers employed RNs, funds for the tuition necessary for obtaining and maintaining the specialty certification. (Refer to Tuition Assistance Program Policy 30-01-40-50:00)

(D) The annual employee performance evaluation will be done on a prompt and timely basis. At the time of the evaluation, the employee will be provided a copy of his/her job description. The employee being evaluated will be provided with a copy of his/her performance evaluation and will have three (3) calendar days, excluding weekends and holidays, to review the evaluation. The employee may take a copy of the evaluation home during the three (3) calendar day review period. By the conclusion of the time period, the employee may add his/her comments to the original performance evaluation and shall sign the original performance evaluation. Comments added by the employee shall be included in the employee's Personnel file in Human Resources.

If comments are not made within this period, or the employee does not sign within this period, the right to comment will be forfeited, the supervisor will note the refusal to sign and forward the evaluation to Human Resources for inclusion in the Personnel file. Once the evaluation has been signed by the supervisor and the employee, or where the time for the employee to sign has passed, no additional comments will be added to the evaluation. At the employee's verbal or written request, the employee will be given a copy of the evaluation within three (3) days of such a request.

Prior to evaluating an employee as less than satisfactory, the employee's supervisor must notify the employee that his/her performance is deficient. Such notification shall be made in a timely manner through a written memorandum, a counseling notice, and/or written warning regarding

performance issues. In addition, such notification shall contain a description of the performance deficiencies and the corrective actions needed to remedy the performance deficiencies. Further, the employee's supervisor shall meet with the employee to discuss the performance deficiencies and a corrective plan of action. Upon mutual consent of the employee and their supervisor, a Union Representative shall be present at this meeting.

If notice of performance deficiencies and a corrective plan of action is provided in a timely manner and the employee receives a less than satisfactory evaluation, the employee shall be reevaluated after ninety (90) days. During this period, the supervisor shall meet regularly with the employee to review his/her performance and the status of the corrective plan of action.

The University shall notify the Union of any employee who has received a less than satisfactory evaluation within seventy two (72) hours of the employee receiving a less than satisfactory evaluation.

### **3.03 Appointment to Position:**

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

### **3.04 Labor-Management Committee:**

The Union and the University agree to the creation of an Ad Hoc UCHC Labor-Management Committee. This committee shall consist of up to 5 Union Representatives (including the HPAE Staff Representative) chosen by the Union and up to 5 UCHC Management Representatives (including the Administrator for Nursing Services) chosen by UCHC. The Committee shall meet on an as needed basis and within four weeks of the request to meet by either party. Along with the request to meet shall be a submission of topics to be discussed. There may be up to a maximum of four Labor-Management meetings per calendar year. Meetings will be chaired by the UCHC Administrator for Nursing Services and the President of Local 5135 on a rotating basis.

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

The University agrees to release from work, if necessary, the members of the Labor-Management Committee, at no loss of their regular rate of pay for the purpose of attending Labor-Management Committee Meetings. The Union shall inform the University's Office of Human Resources and the UCHC Administrator of Nursing Services by January 31st of each year of the Union members of this Committee. The University shall notify the appropriate Nurse Managers of the Union members to this Committee.

The parties recognize and agree that the Labor-Management Committee functions best when all representatives of the Union and the University are able to attend. Consistent with patient care needs, the University shall make every effort to ensure that Union members of this Committee are released from work and each representative shall work with his or her Nurse Manager to ensure unit coverage during the meeting.

Upon mutual agreement, when any agenda item for a Labor-Management Committee Meeting is relevant to more than one HPAE bargaining unit, the University will agree to meet jointly with representatives of the relevant HPAE bargaining units.

### **3.05 Staffing:**

The Union and the University agree that staffing needs fluctuate over time and are influenced by many factors. These include, but are not limited to, clinical factors such as patient acuity levels as well as administrative factors such as staffing provisions with the University's contracts with various governmental agencies. Caseload and staffing concerns will be placed on the agenda for the Labor-Management Committee.

The University will make available information that will show daily staffing levels which will be reviewed by the Labor-Management Committee on a quarterly basis.

## **4. EMPLOYEE STATUS**

### **4.01 Classification:**

An employee will be classified as either (a) full time (b) part-time or (c) per diem

### **4.02 Full Time Employee:**

An employee who is employed on a regular basis to work forty (40) hours per week shall be classified as a full time employee and shall receive all benefits pertaining to full time status.

### **4.03 Per Diem Employee:**

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

### **4.04 Part Time Employee:**

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

### **4.05 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 Administrator of Nursing 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.

Employees who transfer from a facility which does not include an infirmary to a facility which does include an infirmary shall serve a ninety (90) calendar day probationary period, subject to a ninety (90) calendar day extension. Employees who are promoted to another position within UCHC Medical Services Division shall serve a ninety (90) calendar day probationary period, subject to a ninety (90) calendar day extension. All other transfers between facilities shall not require a probationary period. Probationary employees shall retain all benefits and rights pertaining to bargaining unit members, including access to the grievance procedure, except that a decision to return the employee to his/her former position or to a position of equal classification, at any time during the probationary period, shall not be grievable.

During the probationary period, the employee shall retain the right to return to his/her former position if the position is still available. The employee shall also retain said right should the

University, either during or at the completion of the probationary period, determine that the employee has not met the performance standards of the new position. If the former position is not available, the employee shall be offered a vacant position of equal classification if one exists.

#### **4.06 Probationary Period:**

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

The University reserves the right to extend the initial probationary period up to an additional thirty (30) days for Full and Part Time employees. An employee's employment may be terminated at any time during the probationary period, and such decision shall be final and binding. Probationary employees will be eligible to use accrued sick leave after thirty (30) calendar days of employment and other accrued leave time after ninety (90) calendar days of employment.

#### **4.07 Personnel Files:**

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

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

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

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

#### **4.08 Seniority:**

1. Accrual: Seniority will be credited from the date of hire or rehire to all regular Full Time or Part Time employees upon the successful completion of their initial probationary period. Per Diem employees shall accrue seniority within their job classification. Seniority for bargaining unit members hired prior to July 1, 2013 shall be based on their date of hire with UMDNJ.

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

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

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

The University will notify the Union as soon as possible, of any anticipated changes in the status of any contracts or agreements between the University and the Department of Corrections or Juvenile Justice Commission that may result in layoff of bargaining unit employees.

A regular employee affected by a layoff may fill a vacancy or exercise bumping rights within his/her job title, or to the immediate prior job title, within his/her region, provided the employee meets the requirements for the position. Bumping rights shall be exercised in accordance with current University policy.

The regions within UCHC which are in effect for layoff and bumping rights are:

Northern Facilities: ADTC, East Jersey, Edna Mahan, Mountainview, Northern State, SVP units

Central Facilities: NJ State Prison, CRAF, AC Wagner, Garden State, Mid State

Southern Facilities: Southwoods, Bayside, Southern State

Juvenile Justice Commission: All JJC Facilities together constitute a single region

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

The University agrees to meet with the Union at least 5 business days, except in case of emergency, in advance of any notice of layoff of bargaining unit employees greater than five (5) in a single region. The purpose of the meeting is to discuss the pending layoff situation and consider alternatives to layoff. At that meeting the Union is free to set forth its position on the pending layoff.

A layoff shall be affected in the following manner:

- a) Filling a vacancy within the appropriate region as specified
- b) Bumping within the appropriate region as specified

The Layoff Procedure shall be as follows:

When an individual is identified for lay off, the staff member will follow the process below:

- a. First, an employee identified for layoff will be offered the opportunity to fill a vacancy in his/her current title within the same prison. No probationary period for employees. If the employee chooses not to accept the vacancy offered, the employee may opt to be placed on the recall list.
- b. Second, if a vacancy pursuant to "a" above is not available, the employee will be offered a vacancy in his/her current title within his/her region as identified above. Ninety day probationary period, with a possible ninety day extension, if the employee is going from a prison with no infirmary to one with an infirmary. If the employee chooses not to accept the vacancy offered, the employee may opt to be placed on the recall list.
- c. Third, if a vacancy pursuant to "a" or "b" above is not available, the employee will be offered the opportunity to fill a vacancy in the employee's current title at any prison University-wide.



Ninety day probationary period, with a possible ninety day extension, if the employee is going from a prison with no infirmary to one with an infirmary. If the employee opts not to fill a vacancy offered under this section, the employee may opt to be placed on the recall list or to proceed to “d” below.

d. Fourth, if the employee is not placed in a vacancy pursuant to “a”, “b” or “c” above, the employee may bump the least senior employee in his/her current title within the same prison. If an employee opts not to exercise his/her bumping rights under this section, the employee may opt to be placed on the recall list. If the employee is unable to bump under this section, the employee may exercise rights under “e” below. Ninety day probationary period, with a possible ninety day extension, if the employee has less than 10 years of seniority or if the employee is going from a prison with no infirmary to one with an infirmary.

e. Fifth, if the opportunity to bump is not available pursuant to “d” above, the employee may bump the least senior employee in his/her current HPAE title within his/her region. 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. Ninety day probationary period, with a possible ninety day extension, if the employee has less than 10 years of seniority or if the employee is going from a prison with no infirmary to one with an infirmary.

Within the assigned facility, regular employees shall not be laid off before temporary employees.

The University will provide a minimum of twenty eight (28) days notice of layoff to any regular employee to be affected.

Upon request, a Union representative may be present when an employee is discussing vacancies and bumping opportunities with a University representative. The purpose of the Union representative’s presence is to advise employees with respect to questions arising out of the process.

The University shall continue the practice of providing the Union with a copy of each layoff notice sent to employees. Such notice shall be provided, by mail or fax, within seventy two (72) hours of the employee’s receipt of the layoff notice.

Under no circumstances will an HPAE bargaining unit employee be bumped (laid off) from their position by a non-HPAE bargaining unit employee.

#### **4.09 Transfer/Promotion/Reclassification**

The announcement of position vacancies will be posted on the University’s Human Resources website for a minimum of five (5) business days. Non-probationary employees who wish to make application to any such vacancy shall submit their applications on the University Human Resources Online Employment Application Process.

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

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

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

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

#### **4.10 Subcontracting:**

If the University contemplates contracting for work normally performed by staff covered by this Agreement and the result would be the displacement of those staff members, the University agrees that, at least four (4) weeks prior to the execution of such contract, it will meet with the Union for the discussion of the proposed contract.

If such contract is executed, the University agrees to give displaced staff consideration concerning other positions at the University for which they are qualified. If such subcontracting necessitates the layoff of personnel, affected staff shall be given at least thirty (30) calendar days' notice prior to being laid off.

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

## **5. WORK TIME**

### **5.01 Normal Workday:**

For the purposes of determining the application of any employee's regular compensation rate, the full time employee's normal workday will be eight (8) work hours. All defined workdays shall include rest periods as specified in section 7.14 and a thirty (30) minute unpaid scheduled meal period.

A part time employee's benefit "day" is determined by dividing the regularly scheduled weekly hours, for which they were hired, by 5.

### **5.02 Normal Workweek:**

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

### **5.03 Work Schedules:**

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

The University shall post a schedule of not less than four (4) but no greater than six (6) weeks of each employee's assignment not less than two (2) weeks in advance of the

start of each schedule. Such schedule shall be maintained until it is superseded by a new schedule or changed by an agreement between the University and the employee concerned. The University reserves the right to change the schedule in case of emergency.

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

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

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

#### **5.05 Overtime Work: Scheduling**

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

UHC will agree to follow the New Jersey statute on mandatory overtime, provided that it is able to do so consistent with Department of Corrections or Juvenile Justice Commission rules, regulations and protocols.

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

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

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

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

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

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

Barring personal emergency, an employee scheduled to work overtime is required to notify the designated supervisor twelve (12) hours prior to the start of the overtime shift if they are unable to

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

Unit assignment of overtime personnel may be subject to change dependent upon patient care needs. In the event an employee refuses assignment, the employee will be subject to appropriate discipline for insubordination.

Employees may work a maximum of 24 hours per week in overtime.

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

**5.06 Weekend Rotation:**

- (A) A weekend off shall be defined as Saturday and Sunday for all employees.
- (B) The University will grant each Full Time and Part Time employees at least twenty-six (26) weekends off per calendar year.

Nothing contained herein shall prevent employees from voluntarily working more than the required weekend shifts per calendar year.

- (C) Full-time and part-time employees scheduled on an eight (8) hour basis will normally work 4 weekend shifts each 4 week schedule. They shall not be assigned weekend work hours in such a manner as to schedule an employee to work on more than two (2) weekends (four shifts) per month except by mutual agreement between the employee and the University. However, 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. In such cases, no employee will be scheduled to work more than eight (8) weekend work shifts in an eight (8) week period.

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

Part-time employees may be 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.

The weekend differential will be paid for all hours worked from 7:00 a.m. Saturday to 7:00 a.m. Monday.

- (D) 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, the below indicated sick calls shall not be required to be made up.

Nurses on 8 hour shifts

1 weekend shift per calendar year or  
2 shifts per calendar year if they are  
on consecutive calendar days

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

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

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

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

### **6. MONETARY BENEFITS: TIME WORKED**

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

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

#### **(B) Regular Pay:**

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

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

The University conforms to the Fair Labor Standards Act (FLSA). All non-exempt employees shall be compensated at time and one-half (1 1/2) for all hours worked in excess of forty (40) hours. Overtime pay and other premium pay shall not be pyramided. Such overtime hours shall be compensated either by (a) cash, or (b) compensatory time off; at the rate of one and one-half (1 1/2) hours for each hour worked, at the option of the University. For the purpose of computing overtime, all holidays paid for but not worked and hours of paid leave, excluding paid sick time, shall be counted as hours worked. All paid sick time shall not be counted as hours worked for overtime purposes.

#### **6.03 Pay Period:**

Frequency of payment will continue as heretofore.

Employees will be required to have their paychecks directly deposited into their personal bank account. Pay stubs are available to all employees online at [my.rutgers.edu](http://my.rutgers.edu).

When an error in pay has been made, and the error is due to the Rutgers Payroll Department's error, the University will issue a check with the correction within three (3) Payroll Department

work days of notification of error. with proper deductions.

**6.04 Salary Increase Date:**

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

**6.05 Daylight Saving Time:**

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

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

**7.01(A) Holiday Designation:**

Effective 12/9/15, all Full Time employees will be entitled annually to eight (8) holidays. Part Time employees will have the holiday time pro-rated based on the number of hours he/she was hired to work per pay period. The eight (8) holidays are:

- |                        |                               |
|------------------------|-------------------------------|
| New Year's Day         | Martin Luther King's Birthday |
| Memorial Day           | Independence Day              |
| Labor Day              | Thanksgiving Day              |
| Day after Thanksgiving | Christmas                     |

For FY2016 (July 1, 2015 – June 30, 2016), employees will receive 6 additional leave days that will be available through June 30, 2016. This will be in addition to the 6 Floating Holidays they have already received for calendar year 2015. Employees will therefore have 12 leave days to be used over the 18 months from January 1, 2015 through June 30, 2016. The additional 6 leave days will be designated as follows: (a) 2 Personal Days (PH) and (b) 4 Mandatory Leave Days (ML) to be received in November 2015. Current float holidays will be designated as Administrative Leave Days.

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.

As of 10/1/15, staff will be scheduled at least four (4) holidays in the calendar year based upon seniority.

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 twenty-four (24) hours before or after a holiday, or, if scheduled to work the holiday, call off, will be salary deleted and forfeit the holiday.

#### **7.01(B) Additional Paid Time Off:**

Beginning FY2017 (July 1, 2016 – June 30, 2017), bargaining unit employees shall receive nine (9) days off designated as follows: (a) 2 Personal Days (PH); (b) 4 Mandatory Leave days (ML) received in November; (c) 3 Administrative Leave days (AL). Such paid days must be used in the same fiscal year as they were received and are not eligible for payout upon separation.

These leave days may be used for emergencies, personal matters, observation of religious or other days of celebration.

Rutgers may designate which facilities/work units that provide essential services to the community will not be closed like the rest of the University during the designation of the four Mandatory Leave Days referenced above.

Employees working in facilities /work units that do not shut down during the designated period Mandatory Leave Days will not lose the four paid ML days. Rather they will be permitted to take the ML days or a personal day either on the same dates that Rutgers closes, or some other date at the mutual agreement of the employee and his/her supervisor. Such paid Mandatory Leave days must be used in the same fiscal year as they were given and are not eligible for payout upon separation from Rutgers. If operationally feasible, essential employees who request the use of a ML day on the shutdown day(s) shall have them granted in seniority order. Such requests shall not be unreasonably denied.

#### **7.02 Holiday Entitlement:**

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

If the holiday falls on an employee's day off, he/she shall receive an additional day's pay in lieu of the holiday.

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

#### **7.03 Holiday Pay:**

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

Non Exempt bargaining unit members who are required to work on New Year's Day, Martin

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

Employees who work on a University designated holiday will be paid for the holiday at his/her regular rate of pay.

An employee who is not in active status on a day designated by the University as a holiday will not receive compensation for said holiday.

**7.04 Vacation Amount:**

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

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

<u>Length of Service</u>	<u>Accrual Rate</u>
From date of hire to completion of 3 years	1 and 1/4 days/month
From start of the 4th year to completion of 18 years	1 and 2/3 days/month
From the start of the 19th year	2 and 1/12 days/month

**7.05 Vacation Pay:**

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

**7.06 Vacation Entitlement:**

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

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

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

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



### **7.07 Vacation Scheduling:**

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

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

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

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

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

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

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

A maximum of two (2) weeks vacation will be granted in the prime vacation period from December 1 to January 15. This time will be granted on a seniority basis and will rotate. Employees are required to work either Christmas or New 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 University, within its sole discretion, determines that appropriate 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 Administrator of Nursing Services.

Approved vacation time requires the signature of the Nurse Manager or their 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.

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

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

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

Sick time and medical leaves of absence shall be governed in accordance with federal and state FMLA statutes, and University policies.

Regular full time employees shall accrue sick days on the basis of one (1) eight hour day per month.

Regular part time employees shall accrue pro-rated sick days based on the regularly scheduled hours per week.

Employees covered under this Agreement shall be permitted to participate in Rutgers' compassionate leave program, a donated leave bank for catastrophic illnesses, pursuant to the terms and conditions set forth in the University Human Resources Compassionate Leave Program.

The University shall provide the Union with an annual statement of donation and usage transactions related to the donated leave bank. The statement will include the following bargaining unit data: number of people donating accrued time; number of days donated; number of people requesting leave; number of requests granted.

#### **7.09 Sick Leave Notice and Restrictions:**

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

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

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

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

be paid for time spent on the University's premises while seeking medical treatment. Such time will be unpaid except when an employee seeks treatment for a work-related injury or illness.

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

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

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

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

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

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

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

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

Regular Part Time employees will receive prorated benefit.

#### **7.11 Jury Duty Leave Amount:**

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

The receipt of a notice to report for jury duty must be reported immediately to the Administrator of Nursing Services.

#### **7.12 Jury Duty Leave Procedure:**

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

If jury duty is canceled on a day the employee would have worked, the employee must

immediately notify his/her supervisor and may be required by the supervisor to report to work.

**7.13 Court Appearance:**

Employees shall be granted necessary time off, at the employee's regular rate of pay, when he or she is summoned to testify at depositions or in court, on any matter arising within the employee's scope of employment at the University. The employee shall immediately report receipt of any subpoena or court order related to their employment at the University to the University's Office of Counsel and to their supervisor.

**7.14 Rest Periods:**

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

**7.15 Meal Period:**

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

**8. LEAVES OF ABSENCE**

**8.01 Basis and Amount:**

<u>Type of Leave</u>	<u>Maximum Length</u>
Medical	In accordance with Rutgers policy and FMLA
Military	In accordance with State and Federal statute
Personal	1 month
Academic	6 months

**8.02 Procedure:**

(A) Medical Leave:

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

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

FMLA leave shall be administered in accordance with University policy.

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

- (B) Military Leave: Military leave will be governed by applicable State and Federal Statute. An employee who has a military leave commitment on a weekend day shall not be required to make up the weekend day.
- (C) Workers' Compensation:  
A bargaining unit member who becomes disabled due to a job related injury shall, if approved by Risk and Claims management, be granted a leave of absence. Payment during such leave will be made in accordance with the New Jersey Worker's Compensation Act, except that in cases where the physical injury arises in and out of the course of the performance of assigned job duties and functions, payment will be seventy (70%) per cent of salary.

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

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

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

Such request must be submitted at least two (2) weeks in advance of the starting date for the leave except in the case of a bona fide emergency. An employee shall receive a written response within five (5) work days. Supervisors shall have the right to require proof of an emergency as a condition for approval. The maximum length of a personal leave is one (1) month.

- (E) Return from Leave:  
The University shall place an employee returning from an unpaid leave of six (6) months or less in his/her prior position. An employee who fails to return from leave within five (5) days from their scheduled date of return and without securing permission from his/her supervisor to extend such leave, shall be discharged.

An Employee who has utilized the maximum length of leave and who is unable to return at that time shall resign in good standing or in the alternative will be terminated for being unable to return from leave.

### **8.03 Leave of Absence, Limitations:**

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

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

**9.01 Health Benefits:**

The parties acknowledge that pursuant to N.J.S.A. 52:14-17.25 et seq., employees of the University are deemed to be employees of the State for purposes of health benefits and that health benefits are provided to eligible employees as set forth in applicable statutes and regulations. During the term of the agreement, employee contributions to the cost of health care shall be based on the health care contribution rates set forth in PL 2011, chapter 78 and in effect September 30, 2014.

**9.02 State Health Benefits Program:**

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

**9.03 Dental Plan:**

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

**9.04 Life Insurance Program:**

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

**9.05 Pension:**

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

**10. MONETARY BENEFITS MISCELLANEOUS:**

**10.01 Terminal Benefits:**

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

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

**10.02 Resignation:**

An employee who terminates by resignation will give the University twenty one (21) days written notice. Employees who resign will be entitled to all accrued but unused vacation and

compensation time, less any sick time advanced but not accrued.

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

**10.03 Shift Differential:**

Rutgers pays a premium differential to eligible non-exempt staff employees formally assigned to work the evening and night shifts. The controlling factor as to entitlement to shift differential compensation is the time the work is performed and the amount of hours worked during that period.

If an employee who is in a position eligible for shift differential pay works at least half of his/her work hours (excluding overtime) between 3:00 PM and 6:00 AM, the shift differential will be paid for the entire shift.

If an employee who is in a position eligible for shift differential pay works less than half of his/her shift (excluding overtime) between 3:00 PM and 6:00 AM, no shift differential will be paid.

Beginning July 1, 2011, the shift differential for all eligible non-exempt employees represented by HPAE 5135 who are hired July 1, 2011 or after, will be \$2.00 per hour at all sites. To be eligible for shift differential, an employee must work half or more of his/her regularly scheduled hours after 3 p.m. or before 6 a.m.

**10.04 Charge Nurse Differential:**

Any nurse who is designated to perform the functions of a Charge Nurse shall receive the Charge Nurse differential for the time so designated by the Nurse Manager or his/her designee.

The Charge Nurse Differential shall be one dollar and seventy-five cents (\$1.75) per hour.

**10.05 Tuition Refund / Remission:**

(A) The University will reimburse all Full Time bargaining unit members one hundred (100%) per cent of tuition costs, up to a maximum of three thousand one hundred and twenty dollars (\$3,120) annually for courses completed in an accepted School of Nursing with a grade of "C" or better.

The University will reimburse all Part Time bargaining unit members (excluding per diems) fifty (50%) per cent of tuition costs, up to a maximum of fifteen hundred and sixty dollars (\$1,560) annually for courses completed in an accepted School of Nursing with a grade of "C" or better.

The University will reimburse one hundred per cent (100%) of tuition costs annually for courses completed with a grade of "C" or better at a UMDNJ School of Nursing, up to a maximum of seven thousand two hundred and eighty dollars (\$7,280) for Full Time employees, and three thousand six hundred dollars and forty (\$3,640) for Part Time employees.

A bargaining unit member cannot be reimbursed simultaneously for non-UMDNJ School of Nursing courses as well as for UMDNJ School of Nursing courses.

Therefore, each calendar year, a selection must be made by the employee to accept reimbursement for either non-UMDNJ School of Nursing courses or UMDNJ School of Nursing courses.

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

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

D) Beginning the Spring Semester 2016 and thereafter, dependent children of bargaining unit employees shall be eligible for tuition remission in accordance with the provisions of Rutgers' Policy 60.2.1.B, C, and D.

**10.06 Uniform Allowance:**

If the University requires employees represented by HPAE 5135 to wear uniforms, and does not provide those uniforms, the employees will be paid a Uniform Allowance as negotiated for each year listed.

Uniform Allowance for September 1, 2014 will be \$150 for regular full time bargaining unit employees.

Uniform Allowance for September 1, 2014 will be \$75 for regular part time (20 hrs or more per week) bargaining unit employees.

Uniform Allowance for September 1, 2015 will be \$150 for regular full time bargaining unit employees.

Uniform Allowance for September 1, 2015 will be \$75 for regular part time (20 hrs or more per week) bargaining unit employees.

Uniform Allowance for July 1<sup>st</sup>, 2016 will be \$150 for regular full time bargaining unit employees.

Uniform Allowance for July 1<sup>st</sup>, 2016 will be \$75 for regular part time (20 hrs or more per week) bargaining unit employees.

Uniform Allowance for July 1<sup>st</sup>, 2017 will be \$150 for regular full time bargaining unit employees.

Uniform Allowance for July 1<sup>st</sup>, 2017 will be \$75 for regular part time (20 hrs or more per week) bargaining unit employees.

To be eligible to receive the Uniform Allowance payment, an employee must have successfully completed the initial probationary period by July 1<sup>st</sup> of the years cited.

**10.12 Travel Reimbursement:**

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

**11. HEALTH AND SAFETY:**

**11.01 Health Examination:**

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

Employees returning from medical or disability leave must present a note from the treating physician which indicates the date the employee was able to return to duty and certifying the



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

**11.02 Employer Obligation:**

UHC will collaborate with its staff, the Department of Corrections, and the Juvenile Justice Commission, in order to provide adequate and regularly maintained sanitary facilities. Employees will maintain acceptable standards of personal hygiene and cleanliness in accordance with the requirements of the job.

Within the guidelines of the Department of Corrections and the Juvenile Justice Commission, the University shall make reasonable provisions for the safety and health of its employees and will observe all applicable health and safety laws and regulations. The University will provide safety devices for employees when deemed appropriate by the University or as required by law and will provide a reasonably safe and healthy place of employment.

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

The University shall respond in a timely manner to all health and safety problems reported by the Union and/or bargaining unit employees.

The University will also notify the Union in cases where ongoing health and safety hazards which may affect the HPAE Union membership are discovered.

The University and HPAE agree to discuss problems concerning health and safety in the regularly-scheduled Labor-Management meetings.

**11.03 Health Security:**

1. The University shall provide PPD tests for employees working under health hazards at the University's time and expense.
2. The University shall provide the Hepatitis B vaccine at no cost to employees who may be exposed to blood and other potentially infectious body fluids in the course of the employee's job.
3. The University shall provide an annual infection control update for all employees which shall include the following:
  - a. Transmission of blood borne, airborne and other infectious diseases
  - b. Universal precautions, respiratory precautions and other infection control measures.
  - c. Post needle stick and other blood and body fluid exposures management protocols.

**12. NO STRIKE/NO LOCKOUT:**

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

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

### 13. DISCIPLINE:

#### 13.01 Definition:

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

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

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

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

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

The University shall make every effort that an employee shall receive a written notice of a discipline on a form expressly provided for that purpose by the Human Resources department. If such a form is not used, an employee shall receive a written notice of discipline that shall explicitly state the level of discipline, the date(s) of events relevant to the discipline, and the actions (or lack of actions) causing the discipline. In addition, there shall be a place on the notice for the employee to sign that they have received the discipline. If, for any reason, the employee is not willing to sign the discipline, the Union representative may sign as a witness that the employee received the discipline. An employee shall be informed of his/her right to have a Union Representative present at the disciplinary conference or a conference that could lead to a discipline.

Prior to terminating an employee, the University shall convene a pre-termination meeting and provide the employee with a draft copy of the termination letter. At the meeting the department will review with the employee the reasons for considering termination and the employee will be provided the opportunity to respond to the allegations. The employee, at his/her option, may

request a union representative to be present at the meeting. If the employee chooses not to attend, the meeting will resume and the employee will be mailed a copy of the department's final decision. This meeting is separate from the grievance procedure and shall not satisfy any steps in it.

### **13.02 Grievance Procedure:**

#### **(A) Definition**

1. A breach, misinterpretation or improper application of the terms of this Agreement; or
2. A claimed violation, misinterpretation, or misapplication of rules or regulations, existing policy or orders of the University affecting the terms and conditions of employment.

#### **(B) Purpose**

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

#### **(C) General Provision**

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

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

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

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

A grievance which affects a substantial number or class of employees may initially be presented at Step II of the grievance procedure. A grievance in the case of suspension or discharge must be presented at Step II within twenty-one (21) calendar days of the receipt of the disciplinary notice, excluding holidays. All disciplinary grievances must be signed by the individual grievant within two (2) days of the filing of the grievance. Requests for an extension of the time limit for the grievant to sign a disciplinary grievance shall not be unreasonably denied in the event of physical incapacity.

#### (D) Preliminary Informal Procedure

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

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

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

#### (E) Formal Steps

##### **Step One:**

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

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

##### **Step Two:**

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

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

Discipline that is grieved in accordance with Step One of the grievance procedure shall be stayed until resolved through Step Two. Such grieved discipline may not be referred to or relied upon in any evaluation, promotional decision or subsequent disciplinary charge, other than termination until the grieved discipline has been resolved through Step Two. Grieved discipline shall be considered resolved through Step Two after the Vice President for Faculty and Staff Resources or his/her representative has held a hearing and rendered a decision in accordance with that step of the grievance procedure or, for discipline subject to arbitration, the time for the hearing or decision has passed.

This provision shall not apply to:

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

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

This provision shall automatically expire on the last day of the Agreement.

### **Step Three, Arbitration:**

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

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

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

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

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

The arbitrator selected shall be requested to hold the arbitration within one hundred, eighty (180) calendar days from the date selected and render his/her decision within thirty (30) calendar days after the close of the hearing unless such time is extended by mutual consent of the parties in writing.

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

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

management by the Public Employee Relations Act and case interpretation of that Act.

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

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

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

A neutral arbitrator may hear and decide only one grievance during one arbitration proceeding unless otherwise mutually agreed in writing by the parties. In the event arbitration either party asserts that the grievance is barred or waived by the grieving party's failure to follow procedures or adhere to the time limits specified in this Article, the neutral arbitrator selected in accordance with the provisions that A neutral arbitrator may hear and decide only one grievance during one contained herein shall render a decision as to the waiver or bar or issue prior to any hearing on the merits of the grievance, unless the parties mutually agree in writing otherwise.

The parties agree that the issue of waiver or bar shall not be decided by the same arbitrator who decides the merits of the grievance, unless the parties mutually agree in writing otherwise. Both parties shall be given ample notice of the time and place of any hearing before the arbitrator and shall be afforded ample opportunity to present to the arbitrator evidence and contentions pertinent to the question or questions at issue, including the direct and cross-examination of all witnesses.

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

Upon receipt of the arbitrator's award, corrective action, if any, will be implemented as soon as practical, but in any event no later than thirty (30) calendar days after receipt of the arbitrator's award, unless a party wishes to challenge the award. If the arbitrator's decision is not challenged within thirty (30) calendar days, the decision shall be final and binding. If challenged, the appropriate party must initiate such legal proceedings as available within thirty (30) calendar days of receipt of such award from the arbitrator. In the event such legal remedy is pursued, corrective action will be implemented no later than fifteen (15) calendar days after final resolutions by the courts.

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

agreement.

If the Department of Corrections or Juvenile Justice Commission bans an employee from all UCHC facilities, the employee will be terminated and may not grieve or arbitrate the termination. However, such employees may apply for open positions for which they qualify in other units of Rutgers.

If the Department of Corrections or Juvenile Justice Commission bans an employee from a single facility, the University will place the employee in a vacant position of the same title for which they qualify in another UCHC facility. The banning may not be grieved or arbitrated. If there is no vacant position of the same title for which he/she qualifies in another UCHC facility, the employee will be terminated and may apply for open positions in other units of Rutgers.

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

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

#### **14. NON-DISCRIMINATION**

Neither the University nor the Union will discriminate against any employee or applicant for employment, in any matter relating to employment because of race, color, creed, national origin, ancestry, religion, sex, gender identity and expression, pregnancy, physical or mental disability, marital status, civil union or domestic partnerships, sexual orientation, age, genetic information, or military or veteran status. Neither the University nor the Union will discriminate against any employee because the employee is or is not a member of the Union, or because the employee has filed any complaints or grievances with the University or the Union.

#### **15. MANAGEMENT RIGHTS PROVISION**

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

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

## 16. WAGES

The following salary adjustments are subject to the appropriation of and allocation to the University by the State of adequate funding for the specific purposes identified for the full period covered by this agreement.

In the event the University intends to withhold any of the economic provisions of this Article by invoking the “subject to” language in the prefatory paragraph of this Article, it is agreed that the invocation of the “subject to” language will be based on a determination by the University that there exists a fiscal emergency.<sup>1</sup> If the University invokes the prefatory “subject to” language as set forth above, following the determination of a fiscal emergency, the University agrees as follows:

1. The University shall provide the HPAE with written notice of at least twenty-one (21) calendar days. The Notice shall contain a detailed explanation for the determination by the University that a fiscal emergency exists and shall specify the action the University intends to take to address the fiscal emergency at the conclusion of the twenty-one (21) calendar day notice period.

If due to a reduction in State funding/appropriations to the University for the next fiscal year, the University determines that a fiscal emergency exists and if based on the date the University learns of the reduction it is not possible to provide the full twenty-one (21) calendar days’ notice, the University shall provide the maximum notice possible. If the University provides fewer than twenty-one days’ notice, upon request of the HPAE negotiations pursuant to paragraph 3 below shall commence within 72 hours; however, the University shall be permitted to delay the implementation of salary increases during the shortened period of negotiations.

2. Along with the Notice provided to the HPAE pursuant to paragraph 1 above, the University shall provide the latest available statements/financial documents, as follows:
  - The financial information upon which the University relies as the basis for its claim that a fiscal emergency exists;
  - The audited financial statements for the prior fiscal year;
  - Quarterly Statement of Net Position (Balance Sheet) for the current fiscal year;
  - Current projection of the Income Statement for the Unrestricted Educational and General Operating Funds (Operating Budget) for the current fiscal year;
  - Quarterly Statement of Cash Flows (Statement of Cash Flows);
  - Unaudited End of Year financial statements for the statements listed above;
  - University budget request submitted to the Department of Treasury for past, current and upcoming fiscal years; and
  - The University’s Unrestricted Operating Budget for the current fiscal year and budget for the upcoming fiscal year.

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<sup>1</sup>The determination of whether a fiscal emergency exists shall not be limited to whether there is a reduction in State appropriations/funding.



The HPAE may request in writing additional financial information. Disputes over the provision of information shall be decided by the designated arbitrator on an expedited basis.

3. During the notice period, upon written request by the HPAE, the University shall commence negotiations over measures to address the fiscal emergency. The University is not obligated to negotiate to impasse in order to withhold any of the economic provisions of this Article. At any point during the notice period the HPAE may file a 13.02 (A)(1) grievance pursuant to paragraph 5 below.
4. The HPAE agrees that during the notice and negotiation period it will not initiate any legal action, in any forum, to challenge the University's intended action other than as specified in paragraph 3 above.
5. If the parties have not agreed upon measures to address the fiscal emergency, the HPAE may file a Step II grievance under Article 13.02(A)(1) of the Agreement. The grievance shall proceed directly to arbitration under Article 13.02. Such arbitration shall be concluded within ninety (90) days of implementation of the University's decision to withhold any of the economic provisions outlined above in this Article.

The arbitrator shall determine whether a fiscal emergency existed (exists) at the University based on the evidence presented. The arbitrator shall not have the authority to reallocate University funds.

The parties designate Arbitrator Bonnie Weinstock to hear disputes that arise under Article 16 or 17. The parties designate Arbitrator Joseph Licata as an alternate to hear such disputes. If neither arbitrator is available to hear the dispute consistent with this Article, the parties shall mutually agree upon another arbitrator.

**Fiscal Year 2014-2015:**

- 1) Effective the first full pay period in October 2014, the RB scale shall be increased by 1%, and all Full-Time and Part-Time employees eligible for a step move based upon credited years' experience as of September 30, 2014, shall be moved one step.
- 2) The first full pay period after ratification, all Full-Time RNs on Step 25 will receive a \$1000 lump sum bonus, and Part-Time RNs on Step 25 will receive the lump sum bonus pro-rated.
- 3) Effective the first full pay period in October 2014, the RH scale will be increased by 1%. No step movement.
- 4) To be eligible for any of the above increases, a unit member must be on the Rutgers payroll on the date of payments.

**Fiscal Year 2015-2016:**

- 1) Effective the first full pay period in October 2015, the RB scale shall be increased by 1%, and all Full-Time and Part-Time employees eligible for a step move based upon credited years' experience as of September 30, 2015, shall be moved one step.
- 2) The first full pay period after ratification, all Full-Time RNs on Step 25 will receive a \$1000 lump sum bonus, and Part-Time RNs on Step 25 will receive the lump sum bonus pro-rated.
- 3) Effective the first full pay period in October 2015, the RH scale will be increased by 1%. No step movement.
- 4) To be eligible for any of the above increases, a unit member must be on the Rutgers payroll on the date of payments.

**Fiscal Year 2016-2017:**

- 1) Effective the first full pay period in October 2016, the RB scale shall be increased by 1%, and all Full-Time and Part-Time employees eligible for a step move based upon credited years' experience as of September 30, 2016, shall be moved one step.
- 2) The first full pay period in October 2016, all Full-Time RNs on Step 25 will receive a \$1000 lump sum bonus, and Part-Time RNs on Step 25 will receive the lump sum bonus pro-rated.
- 3) Effective the first full pay period in October 2016, the RH scale will be increased by 1%. No step movement.
- 4) To be eligible for any of the above increases, a unit member must be on the Rutgers payroll on the date of payments.

**Fiscal Year 2017-2018:**

- 1) Effective the first full pay period in October 2017, the RB scale shall be increased by 1.25%, and all Full-Time and Part-Time employees eligible for a step move based upon credited years' experience as of September 30, 2017, shall be moved one step.
- 2) The first full pay period in October 2017, all Full-Time RNs on Step 25 will receive a \$1000 lump sum bonus, and Part-Time RNs on Step 25 will receive the lump sum bonus pro-rated.
- 3) Effective the first full pay period in October 2017, the RH scale will be increased by 1.25%. No step movement.
- 4) To be eligible for any of the above increases, a unit member must be on the Rutgers payroll on the date of payments.

Any RN currently placed on the RH scale who is eligible to be moved to the RB scale can apply at any time to transfer from the RH to the RB scale. No one shall suffer a reduction in pay as a result of being moved from the RH to RB scale.

**Guidelines for the placement of current staff or new hires on attached salary scale based on experience will be as follows:**

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

**\*Experience Definition:**

Such experience shall include all UMDNJ and Rutgers 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/Correctional Facilities

- 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 University.
- g) Such other experience as the Chief Nursing Officer or his/her organizational counterpart may deem appropriate in his/her sole discretion.

### UHC EXPERIENCE SCALE – RB SCALE

Step	Years of Credited Experience	Effective Oct 1, 2014	Effective Oct 1, 2015	Effective Oct 1, 2016	Effective Oct 1, 2017
1	0 to 2	\$ 26.08	\$ 26.34	\$ 26.60	\$ 26.93
2	2	\$ 26.86	\$ 27.12	\$ 27.40	\$ 27.74
3	3	\$ 27.64	\$ 27.92	\$ 28.20	\$ 28.55
4	4	\$ 28.43	\$ 28.72	\$ 29.00	\$ 29.37
5	5	\$ 29.21	\$ 29.50	\$ 29.80	\$ 30.17
6	6	\$ 29.73	\$ 30.03	\$ 30.33	\$ 30.71
7	7	\$ 30.25	\$ 30.55	\$ 30.86	\$ 31.24
8	8	\$ 30.77	\$ 31.08	\$ 31.39	\$ 31.79
9	9	\$ 31.30	\$ 31.61	\$ 31.93	\$ 32.33
10	10	\$ 31.82	\$ 32.13	\$ 32.45	\$ 32.86
11	11	\$ 32.34	\$ 32.66	\$ 32.99	\$ 33.40
12	12	\$ 32.86	\$ 33.18	\$ 33.52	\$ 33.93
13	13	\$ 33.38	\$ 33.71	\$ 34.05	\$ 34.48
14	14	\$ 33.64	\$ 33.98	\$ 34.32	\$ 34.75
15	15	\$ 33.91	\$ 34.24	\$ 34.59	\$ 35.02
16	16	\$ 34.16	\$ 34.50	\$ 34.84	\$ 35.28
17	17	\$ 34.42	\$ 34.77	\$ 35.11	\$ 35.55
18	18	\$ 34.69	\$ 35.04	\$ 35.39	\$ 35.83
19	19	\$ 34.95	\$ 35.30	\$ 35.65	\$ 36.09
20	20	\$ 35.21	\$ 35.56	\$ 35.92	\$ 36.37
21	21	\$ 35.47	\$ 35.83	\$ 36.18	\$ 36.64
22	22	\$ 35.73	\$ 36.09	\$ 36.45	\$ 36.91
23	23	\$ 35.99	\$ 36.35	\$ 36.71	\$ 37.17
24	24	\$ 36.25	\$ 36.61	\$ 36.98	\$ 37.44
25	25	\$ 36.51	\$ 36.88	\$ 37.25	\$ 37.71

## Wages Staff Nurse Per Diem

### Fiscal Year 2015 – 2016

Effective 30 days after ratification, the Per Diem rates will be increased by 2%

### Fiscal Year 2016 – 2017

Effective the first full pay period of October 2016, the Per Diem rates will be increased by 1%

### Fiscal Year 2017 – 2018

Effective the first full pay period of October 2017, the Per Diem rates will be increased by 1.25%

The rate for per diem staff nurses in UCHC Medical Services Division will be

	<b>Fiscal Year 2015 – 2016</b>	<b>Fiscal Year 2016 – 2017</b>	<b>Fiscal Year 2017 – 2018</b>
<b>Day Shift</b>	<u>\$38.25</u>	<u>\$38.63</u>	<u>\$39.11</u>
<b>Evening/Night Shift</b>	<u>\$40.75</u>	<u>\$41.13</u>	<u>\$41.61</u>

Per Diem Staff Nurses in UCHC Medical Services Division will be paid a shift differential of \$2.50 per hour for evening and night shifts. The shift differential will be paid for complete shifts only where the majority of hours are worked after 3 pm and before 6 am.

### Sign-On and Referral Bonuses:

The use of Sign-On and Referral Bonuses is at the discretion of the University. If the University chooses to pay either a Sign-On or Referral Bonus they shall be:

- a) Sign-On Bonus for a new employee - \$1000 at time of hire, and \$1,000 at completion of probation
- b) Referral bonus for incumbent employee - \$500 at time of hire of new employee who is referred by an incumbent employee, and \$500 at completion of employee's probation.

## 17. Advanced Practice Nurses – Wages and Benefits

### Fiscal Year 2014 – 2015

- 1) Effective the first full pay period in October 2014, the RS scale (APNs) shall be increased by 2%.

Minimum \$91,104	Midpoint \$101,823	Maximum \$112,541
------------------	--------------------	-------------------

### Fiscal Year 2015 – 2016

- 2) Effective the first full pay period in October 2015, the RS scale (APNs) shall be increased by 2%.

Minimum \$92,926	Midpoint \$103,859	Maximum \$114,792
------------------	--------------------	-------------------

### Fiscal Year 2016 – 2017

- 3) Effective the first full pay period in October 2016, the RS scale (APNs) shall be increased by 2%.

Minimum \$94,785	Midpoint \$105,936	Maximum \$117,088
------------------	--------------------	-------------------

### Fiscal Year 2017 – 2018

- 4) Effective the first full pay period in October 2017, the RS scale (APNs) shall be increased by 2.25%.

Minimum \$96,918	Midpoint \$108,320	Maximum \$119,722
------------------	--------------------	-------------------

### Conference Days

APNs are eligible for 5 conference days per year.

### Compensatory Day:

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

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

## **18. EFFECTIVE DATE AND DURATION**

This Agreement, except as otherwise stated shall be effective on October 1, 2014 and shall remain in effect through June 30, 2018.

This Agreement shall remain in full force and effect from the date of execution thereof through June 30, 2018. Henceforth, an 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 six months prior to the expiration date.

Official notice to the University shall be made by addressing the Vice President for Human Resources. Official notice to HPAAE shall be made by addressing the President of HPAAE.

## **19. SUCCESSORSHIP**

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

IN WITNESS WHEREOF, the Rutgers University and the Health Professionals and Allied Employees, AFT, AFL-CIO, have caused this Agreement to be signed by their duly authorized representatives.

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

Ann Twomey 7/17/17  
Ann Twomey, HPAE President Date

Sabrina R. Brown-Oliver 7/17/17  
Sabrina Brown Oliver, Local 5135 President Date

Pat Swaby 7/17/17  
Pat Swaby, Local 5135 Secretary/Treasurer Date

**Rutgers University**

Vivian Fernández 7-11-17  
Vivian Fernández, Date  
Senior Vice President for Human Resources  
and Organizational Effectiveness

Harry Agnostak 7-11-17  
Harry Agnostak Date  
Associate Vice President for Human Resources

Abdel Kanan 7/11/17  
Abdel Kanan Date  
Director of Labor Relations

## Appendix A

### **Memorandum of Agreement between the Health Professionals and Allied Employees, AFT/ AFL-CIO and Rutgers University regarding the combining of HPAE UCHC Bargaining Units**

Whereas, the Health Professionals and Allied Employees, AFT/ AFL-CIO (herein "Union") is recognized as the sole and exclusive bargaining agent of four separate bargaining units of employees of Rutgers University who are employed by the Mental Health or Medical Health Divisions of University Correctional Health Care (UCHC); and

Whereas, the Union and the University agree that a strong community of interest is shared among all four bargaining units of non-supervisory registered nurses in the University Correctional Health Care (UCHC) Operating Unit;

The parties hereby agree as follows:

1. The "effective date" of this MOA shall be the date this MOA is ratified by HPAE Locals 5089 and 5135.
2. On the effective date of this MOA, the Union and the University agree to combine all existing Rutgers University Correctional Health Care (UCHC) bargaining unit registered nurses represented by HPAE into one bargaining unit inclusive of: (a) Mental Health Services Staff Nurses and APNs; (b) Medical Health Services Staff Nurses and APNs; (c) Mental Health Services Less-Than-20 Hour Part-Time Staff Nurses; and (d) Medical Health Services Less-Than-20 Hour Part-Time Staff Nurses.
3. No employee will have their wage or salary reduced as a result of this MOA. All differentials, certification pay, bonuses and other forms of compensation will remain in effect unless otherwise stipulated in this MOA or until such time as new or revised agreements are reached.
4. As of the effective date of this MOA, all employees in 2(a) and 2(b) above, who are employed in the Mental Health and Medical Health Services Divisions of UCHC shall be covered by the Local 5135 collective negotiations agreement, except that employees in 2(a) hired prior to the effective date of this MOA shall upon combining of the bargaining units retain all of their seniority, rights, benefits and terms and conditions of employment under their previous collective negotiations agreements unless otherwise stipulated in this agreement or until such time as new or revised agreements are reached. Where such terms and conditions may substantively differ in the Local 5135 collective negotiations agreement, such terms and conditions shall be incorporated into a separate appendix of the Local 5135 agreement.
5. All UCHC Mental Health Staff Nurses currently on the UB Wage Scale (including less-than-20 hour part-time staff nurses) shall remain on the UB Scale and continue to receive all adjustments and increases received by other Staff Nurses on the UB Scale in their former bargaining unit, unless otherwise stipulated in this agreement or until such time as new or revised agreements are reached. All per diem UCHC Mental Health Staff Nurses hired before the effective date of this MOA shall continue to be paid the same per diem rate. All APNs currently on the US Salary Scale will remain on the US Scale and continue to receive all adjustments and increases received by other APNs on the



US Scale in their former bargaining unit, unless otherwise stipulated in this agreement or until such time as new or revised agreements are reached.

6. On or after the effective date of this MOA: (a) all Staff Nurses hired into a position in either the Mental Health or Medical Health Division will be placed on the RB Wage Scale with all credited experience in accordance with the guidelines in Article 16 of the Local 5135 agreement; (b) all per diem Staff Nurses hired into a position in either the Mental Health or Medical Health Division will be paid the per diem rate specified in Article 16 of the Local 5135 agreement; and (c) all APNs hired into a position in either the Mental Health or Medical Health Division will be placed on the RS Salary Scale in accordance with Article 17 of the Local 5135 agreement. This provision shall not apply to the transfer or recall of employees hired prior to the effective date of this MOA.
7. All Staff Nurses and APNs hired on or after the effective date of this MOA into positions in the Mental Health or Medical Health Divisions of UCHC shall be covered by the Local 5135 collective negotiations agreement and by any successor collective negotiations agreement, unless the parties agree otherwise.
8. All current practices and procedures regarding the temporary reassignment of staff nurses between divisions shall remain status quo unless specifically modified herein or until such time as new or revised agreements are reached.
9. There will be no layoffs as a direct result of the implementation of this MOA.
10. University seniority will continue to prevail in the event a layoff does occur due to lack of work or reductions due to economic considerations. Employees whose positions are eliminated as the result of a layoff may only bump a less senior employee within the same division.
11. The Union may appoint or elect one additional union representative for each facility within the Mental Health Division (SWSP, NJSP, NSP and EMCF).
12. The Union may utilize one additional paid union day for Union Officers and four additional unpaid union days for the exclusive use of Union Officers or Representatives within the Mental Health Division to conduct authorized union business.
13. Wages, benefits and terms and conditions of employment for less-than-twenty hour part-time staff nurses in sections 2(c) and 2(d) above shall be defined in Appendix (TBD) of the Local 5135 collective bargaining agreement.

FOR THE UNION

Steward B. Brown-O'Brien

Chris Thomas

DATE: 11-11-15

FOR THE UNIVERSITY

Robert K...

DATE: 11/17/15

## Appendix B:

### Less-Than 20 Hour Part-Time Staff Nurses:

Effective upon ratification, Less-than-20 hour part-time staff nurses who are employed in the Mental Health and Medical Health Services Divisions of UCHC shall be covered by the Local 5135 collective negotiations agreement, but are not eligible for benefits unless specifically provided for in this appendix. The provisions of the Local 5135 collective negotiations agreement that apply to less-than-20 hour part-time staff nurses include, but are not limited to the following:

- a. Less-than-20 hour part-time staff nurses are eligible for the wage schedule and subject to the guidelines in Article 16 of the Local 5135 collective negotiations agreement. Any applicable differentials and wage augmentations shall remain status quo unless specifically modified herein or until such time as new or revised agreements are reached by the parties. Notwithstanding the above, less-than-20 hour part-time staff nurses in the Mental Health Division hired prior to the ratification of this agreement shall be compensated in accordance with Section 5 of the Memorandum of Agreement Regarding the Combining of HPAE UCHC Bargaining Units dated [date].
- b. Less-than-20 hour part-time staff nurses are entitled to the just cause, discipline, grievance and arbitration procedures set forth in Article 13 of the Local 5135 collective negotiations agreement.
- c. In the event of a layoff, if no vacancy is available, a less-than-20 hour part-time staff nurse may only bump the least senior less-than-20 hour part-time staff nurse in accordance with Article 4.08 of the Local 5135 collective negotiations agreement.
- d. Terms and conditions of employment for less-than-20 hour part-time staff nurses shall remain status quo unless specifically modified herein or until such time as new or revised agreements are reached by the parties.

## Appendix C:

### UCHC Mental Health Employees Hired Prior To 12/9/15

For all full-time, regular part-time, and per diem Staff Nurses; and all full-time and regular part-time Advanced Practice Nurses employed in the Mental Health Division of UCHC hired prior to 12/9/15, the following provisions of the Local 5089 collective negotiations agreement shall continue to remain status quo until such time as new or revised agreements are reached. All other provisions of the Local 5135 collective negotiations agreement are equal and any additional differences are deemed to be non-substantive in nature or not applicable.

- 3.02 – Staff Development Programs
- 4.05 – Weekend Per Diem
- 4.09 – Seniority
- 5.05 – Overtime Work: Scheduling
- 5.06 – Weekend Rotation
- 10.03 – Shift Differential
- 10.04 – Charge Nurse Differential
- 10.05 – Education Differential
- 10.07 – On- Call
- 10.09 – Clothing Allowance
- 10.10 – Preceptor Pay
- 10.11 – Floating
- 17.00 – Staff Nurses and Staff Nurse Per Diem Wages
- 20.00 – Advanced Practice Nurses Wages and Benefits

**Side Letter of Agreement #1**

Date: June 27, 2011

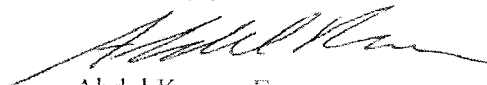
Ann Twomey, President  
Health Professionals and Allied Employees  
110 Kinderkamack Road  
Emerson, New Jersey 07630

Re: Department of Corrections ID

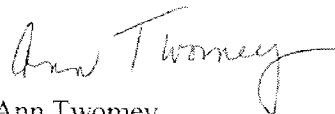
In order to facilitate access to the Union's membership and conduct its business, UMDNJ will work with the Union and the Department of Corrections to obtain a Department of Corrections ID for the Union's Staff Representative.

Please indicate your agreement by signature below.

Very truly yours,



Abdel Kanan, Esq.  
UMDNJ  
Director of Labor Relations



Ann Twomey  
HPAE  
President

## Side Letter of Agreement #2

### Side Letter of Agreement #2

Date: June 27, 2011

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

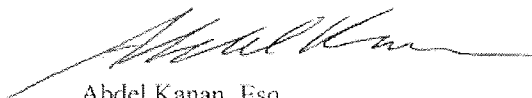
Re: University Correctional Health Care Lock Down

Dear Ms. Twomey:

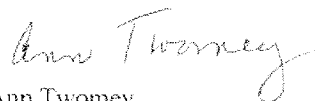
As agreed, the University will pay non-exempt employees for time spent in the DOC facilities where a lock down prevents staff from leaving at their regularly scheduled time.

Please indicate your agreement by signature below.

Very truly yours,



Abdel Kanan, Esq.  
UMDNJ  
Director of Labor Relations



Ann Twomey  
HPAE  
President

## Side Letter of Agreement #3

### Side Letter of Agreement # 3

Date: June 27, 2011

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

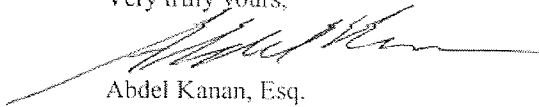
Re: Exempt Employees

Dear Ms. Twomey:

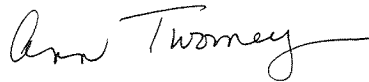
As agreed, please be advised that if the Union believes an exempt employee is regularly and routinely required to work excessive hours the Union should bring this to the attention of Labor Relations and the situation will be investigated with the Office of Compensation Services in conjunction with the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

Please indicate your agreement by signature below.

Very truly yours,



Abdel Kanan, Esq.  
UMDNJ  
Director of Labor Relations



Ann Twomey  
HPAE  
President

## Side Letter of Agreement #4

### Side Letter of Agreement # 4

Date: June 27, 2011

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

Re: Employee Feedback

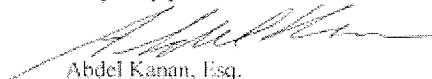
Dear Ms. Twomey:

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

Within six (6) months of administering the tool, the labor-management committee will review the process and may make suggestions for changes thereto.

Please indicate your agreement by signature below.

Very truly yours,



Abdel Kanan, Esq.  
UMDNJ  
Director of Labor Relations



Ann Twomey  
HPAE  
President

## Side Letter of Agreement #5

### Side Letter of Agreement # 5

Date: June 27, 2011

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

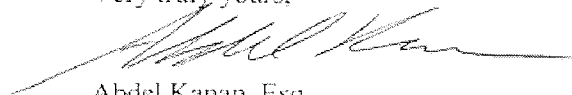
Re: Staffing Changes

Dear Ms. Twomey:

The University and the Union agree that communication regarding staffing changes and issues is very important to efficient and smooth operations. The UCHC management shall give advance notification of significant staffing changes to the President of Local 5135, except in emergency situations.

Please indicate your agreement by signature below.

Very truly yours,



Abdel Kanan, Esq.  
UMDNJ  
Director of Labor Relations



Ann Twomey  
HPAE  
President



**Side Letter of Agreement #6**

Date: November 11, 2015

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

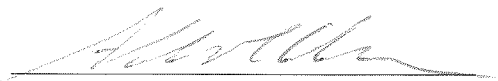
Re: Alternate Work Schedule

Dear Ms. Twomey:

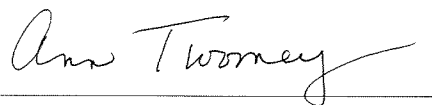
An employee may request an alternate work schedule in order to take a credit carrying course at an accredited institution of higher education or another professional course carrying continuing education units per semester (Fall, Spring and Summer) during the work day. Any such request shall not be unreasonably denied. The provisions of this side letter are not subject to the grievance procedure.

Please indicate your agreement by signature below.

Very truly yours,



Abdel Kanan, Esq.  
Director of Labor Relations



Ann Twomey  
President  
Health Professionals and Allied  
Employees, *AFT/AFL-CIO*

**Side Letter of Agreement #7**

Date: November 11, 2015

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


Re: Non-Hostile Work Environment

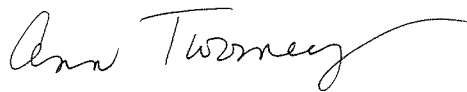
Dear Ms. Twomey:

The University and the Union agree that the working environment shall be characterized by mutual respect for the common dignity to which all individuals are entitled. It is therefore agreed that verbal harassment of an employee or a supervisor is inappropriate and unacceptable. Employees may report issues to the Office of Employment Equity through the use of the University Hotline. Issues not addressed by the Office of Employment Equity may be addressed with the Office of Labor Relations in a conference meeting. Nothing contained with this side letter is subject to arbitration.

Please indicate your agreement by signature below.

Very truly yours,

  
Abdel Kanan, Esq.  
Director of Labor Relations

  
Ann Twomey  
President  
Health Professionals and Allied  
Employees, *AFT/AFL-CIO*

**Side Letter of Agreement #8**

Date: November 11, 2015

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


Re: Joint Bargaining

Dear Ms. Twomey:

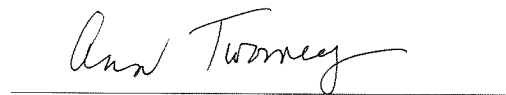
Upon mutual agreement, the Union and the University may choose to negotiate over a limited number of agreed upon contract issues for a successor contract with representatives of two or more HPAE bargaining units.

Please indicate your agreement by signature below.

Very truly yours,



Abdel Kanan, Esq.  
Director of Labor Relations



Ann Twomey  
President  
Health Professionals and Allied  
Employees, *AFT/AFL-CIO*

**Side Letter of Agreement #9**

Date: November 11, 2015

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

Re: Banning

Dear Ms. Twomey:

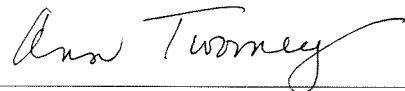
In the event a bargaining unit employee is banned from one, or more than one, facility by either the Department of Corrections or Juvenile Justice Commission, when available and upon request, the University will provide the Union any and all official DOC or JJC documentation related to the banning.

Please indicate your agreement by signature below.

Very truly yours,



Abdel Kanan, Esq.  
Director of Labor Relations



Ann Twomey  
President  
Health Professionals and Allied  
Employees, *AFT/AFL-CIO*

**Side Letter of Agreement #10**

Date: November 11, 2015

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

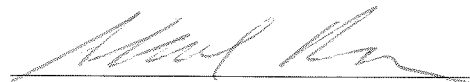
Re: Union Representation

Dear Ms. Twomey:

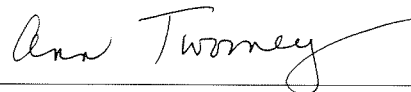
The responsibility for the local union representation of the combined bargaining units referenced in the Memorandum of Agreement between the Health Professionals and Allied Employees, AFT/ AFL-CIO and Rutgers University regarding the combining of HPAE UCHC Bargaining Units unit shall be determined by HPAE. It is the intent of the Union to seek a reorganization of our Local Unions at the University. however until that time, it is understood that representation may be shared by more than one local union.

Please indicate your agreement by signature below.

Very truly yours,



Abdel Kanan, Esq.  
Director of Labor Relations



Ann Twomey  
President  
Health Professionals and Allied  
Employees, *AFT/AFL-CIO*

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