November 3, 2011

MEMORANDUM OF AGREEMENT (MOA)

Collective Bargaining Agreement

Between

HPAE, Local 5089 and University of Medicine and Dentistry of New Jersey

This Memorandum of Agreement is subject to ratification by the HPAE, Local 5089 membership and the UMDNJ Board of Trustees.

Both negotiations teams agree to recommend ratification of this MOA to their respective memberships.

All previously signed tentative agreements, including side letters, shall be incorporated herein by attachment to this document.

Any other proposals not addressed herein shall be considered withdrawn.

UMDNJ

[Signature]

[Signature]

HPAE, Local 5089

[Signature]

[Signature]

[Signature]
UMDNJ PROPOSAL FOR
A SUCCESSOR CONTRACT
WITH HPAE 5089

PROPOSAL #1

ARTICLE 2.01 Recognition

Delete paragraphs 4 and 5.
The University shall, at the end of January and July of each year, provide the Union with a complete and alphabetized list of bargaining unit employees. Such list shall include name, address, Social Security number, classification, job title, unit and campus.

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

Add the following language:
The University shall maintain a union data library which shall contain a membership listing with the following information: name, University ID, job title, current university date of hire, unit/school, department, campus, classification description (FT or PT, exempt or non-exempt, bi-weekly standard hours), salary table, grade, step, hours per pay period, hourly rate, annual salary, home address, and UMDNJ email address. This listing will be updated on a monthly basis. Access will be given to a union representative(s), as approved by the Director of Labor Relations or his designee.

The University shall maintain a listing of employee separations in the union data library which shall be updated monthly. This list will include: name, campus, hire date, separation date, unit/school, and salary table.

Date: 10/25/11

UMDNJ

[Signatures]

HPAE 5089

[Signatures]

Kathleen Cannon

[Signature]
Tentative Agreement  
October 25, 2011

2.05 Union Representatives, Rights and Limitations:

Modify 4th paragraph as follows:

It is agreed that the Union will appoint or elect up to thirty-two (32) twenty eight (28) representatives and up to five (5) ten (10) 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.

For the Union:

Eileen Daniels
Jonnie Reid
Patricia McLaughlin
Ruth E. Ott
Al Likes
Kathleen Carnone
Lydia Barthelmy
Margaret Badeen
Barbara Werner

For the University:

Patricia Trilling
Alicia Lustig
Patricia Hudley
Judy Edwards

[Signatures]
2.07 Union Business:

Modify 1st, 2nd, 4th paragraph and add a 5th paragraph:

The University agrees to provide leave of absence at the regular rate of pay equal to the length of the employee's regular work shift for officers of the Union to attend Union activities. The Union shall have the right to designate any Union officer (Co-Presidents President, Vice Presidents, Secretary, Treasurer or Grievance Chair) for such leaves of absence. A total of twenty (20) days of such leave in the aggregate may be used each year of this Agreement.

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

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

In addition, The University agrees to provide leave of absence without pay for officers or representatives of the Union to attend Union activities. A total of thirty (30) days in the aggregate of such leave of absence without pay may be used in the first year of this Agreement. A total of fifteen (15) days in the aggregate of such leave of absence without pay may be used in the second each year of this Agreement. Granting of such leave shall not be unreasonably denied by the University. This additional leave of absence without pay is to be used with the same conditions and restrictions as leave for Union business with pay provided in this section.

For the Union: 

[Signature]

For the University:

[Signature]
3.02 Staff Development Programs: (A. Mandatory Training Requirements)

Add 3rd paragraph:

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

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

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

For the Union:

For the University:
Tentative Agreement
November 2, 2011

3.02 Staff Development Programs: (C. Critical Care Courses)

Modify as follows:

(C) Critical care courses will be offered to all new employees in critical care areas who require such training as determined by the University, within a reasonable time from the date of employment during the employee's probationary period. Such courses will be offered to employees who transfer into critical care areas who require such training within such employee's transfer probationary period. All time spent at these courses will be considered as time worked and the employee shall be compensated accordingly.

For the Union:

For the University:
Tentative Agreement
November 2, 2011

3.02 Staff Development Programs: (D. Conference Days)

Add before paragraphs 4 through 8:

E. Certification Fund

For the Union:

[Signatures]

For the University:

[Signatures]
3.02 Staff Development Programs: (F. Performance Evaluations – previously 3.02E)

Modify as follows:

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 (3) calendar day review period. By the conclusion of the time period, the employee may add his/her comments to the original performance evaluation and shall sign the original performance evaluation. Comments added by the employee shall be included in the employee's Personnel file in Human Resources.

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

Prior to evaluating an employee as less than satisfactory, the employee's supervisor must notify the employee that his/her performance is deficient and that their merit/step increment may be delayed or denied, if applicable. Such notification shall be made in a timely manner through a written memorandum, a counseling notice, and/or written warning regarding performance issues. In addition, such notification shall contain a description of the performance deficiencies and the corrective actions needed to remedy the performance deficiencies. Further, the employee's supervisor shall meet with the employee to discuss the performance deficiencies and a corrective plan of action. Upon mutual consent of the employee and their supervisor, a Union Representative shall be present at this meeting.

In the case where an employee is not notified before the annual evaluation that his/her work performance is deficient, the employee will be re-evaluated in 90 days, and if the work performance is satisfactory, the previous evaluation shall be removed and replaced with the re-evaluation. If work performance remains at an unsatisfactory level, the re-evaluation shall be added to the initial evaluation and both shall remain in the employee's personnel file. If the event the employee's evaluation is not provided in a timely manner or notification, as specified above, is not provided, the employee shall receive the merit/step increment, if applicable. If notice of performance deficiencies and a corrective plan of action is provided in a timely manner and the employee receives a less than satisfactory evaluation, the employee shall be reevaluated after ninety (90) days. During this period, the supervisor shall meet regularly with the employee to review his/her performance and the status of the corrective plan of action. If the employee receives a satisfactory evaluation at the end of ninety (90) days, the employee shall receive the merit/step increment effective that date, if applicable.
The University shall notify the Union by email, fax, or mail of any employee who has received a less than satisfactory evaluation within seventy two (72) hours of the employee receiving a less than satisfactory evaluation.

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

For the Union:  

For the University:
Tentative Agreement
November 2, 2011

3.04 Labor-Management Committee:

Modify as follows:

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

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

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

The University agrees to release from work, if necessary, the members of the Labor-Management Committees, at no loss of their regular rate of pay for the purpose of attending Labor-Management Committee Meetings. The University shall inform the University’s Office of Human Resources Labor Relations by January 31st of each year of the names of the Union members of this—Committee these Committees and shall also notify the Office of Human Resources Labor Relations, at least three (3) weeks prior to a monthly scheduled meeting, of any changes in Union members to this Committee these Committees. The University shall notify the appropriate Nurse Managers, or Directors, or Administrators, and Directors of Patient Care Services of the Union members to this Committee.

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

Dante Derron

Irene Webb

Sue Dee

Cynthia McGowall

Jim Beag

Elmer Daniels

Trudy Martinez

Kathleen Fink

For the University:


Gail Colaco

Judy Clark

Patricia Dallas
REVISED PROPOSAL # 4
v.1
ARTICLE 4.06 Change in Status or Classification:

Modify paragraph 4 as follows:
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 may be placed in a suitable vacancy of the same title as the former position. If there is no suitable vacancy, or if the employee does not qualify for a vacancy, the employee will be discharged and placed on the recall list.

[Signatures]
PROPOSAL # 5
ARTICLE 4.07 Probationary Period

Modify paragraph 3:
Probationary New employees will be eligible to use accrued sick leave after thirty (30) calendar days of employment from date of hire, and other accrued leave time after ninety (90) calendar days of employment from date of hire.

Date: 10/25/11

HPAE 5089

UMDNJ

Elmer Daniels
Jeannie Reid
Ortiz, McGraw
Lucia Cole
Kathleen Finnemore

Cynthia Pasz
Mark Bozeman
Judy Barthelomew
Barbara Weisberg

Michele Miller
Alice Rusty
Patricia Scully
Judy Cook

Date: 10/25/11
Tentative Agreement
November 2, 2011

4.09 Seniority:

Revise as follows:

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

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

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

3. Layoff: Seniority will prevail on layoffs due to lack of work in the job classification or reductions due to economic considerations. For layoff, seniority is determined on a floor/unit (eg. G-Blue, F-Green, etc at UH) or department (RWJ Surgery, RWJ Pediatrics, etc.) basis first, without taking shift into account. Seniority will prevail on call-backs within one (1) year from layoff.

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

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

A layoff shall be affected in the following manner:
   a) Filling a vacancy within the geographic location
   b) Bumping within the geographic location

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

The University will provide a minimum of twenty-one (21) twenty eight (28) days notice of layoff to any permanent regular full-time or regular part-time employee to be affected. At the University's discretion, payment in lieu of notice may be given for the 28 days notice.

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, or email within twenty four (24) hours of the employee's receipt of the layoff notice.
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, for which he/she is qualified, in his/her current title within the employee’s current department or division within the operating unit and campus. If the employee chooses not to accept the vacancy offered, the employee may opt to be placed on the recall list. No probationary period.

b. Second, if a vacancy pursuant to (a) above is not available, the employee will be offered a vacancy, for which he/she is qualified, in his/her current title within the operating unit and campus. If the employee chooses not to accept the vacancy offered, the employee may opt to be placed on the recall list. Probationary of 90 days, with possible 90 day extension.

c. Third, if a vacancy pursuant to (a) or (b) above is not available, the employee will be offered a vacancy, for which he/she is qualified, in his/her current title on the campus. If the employee chooses not to accept the vacancy offered, the employee may opt to be placed on the recall list. Probationary of 90 days.

d. Fourth, if a vacancy pursuant to (a), (b) or (c) above is not available, the employee will be offered a vacancy, for which he/she is qualified, in his/her current title first, or immediate prior title within the bargaining unit, University-wide. If the employee opts not to fill a vacancy offered under this section, the employee may opt to be placed on the recall list or proceed to (e) below. Probationary of 90 days, with possible 90 day extension.

e. Fifth, if an employee is not placed in a vacancy pursuant to (a), (b), (c) or (d) above, the employee may bump the least senior employee in his/her current title in a position for which he/she qualifies, within the operating unit and campus. 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. Probationary of 90 days, with possible 90 day extension.

f. Sixth, if the opportunity to bump is not available pursuant to (e) above, the employee may bump the least senior employee in his/her current title in a position for which he/she qualifies, campus wide. If an employee opts not to exercise his/her bumping rights under this section, the employee may opt to be placed on the recall list. If the employee is unable to bump under this section, the employee may exercise rights under (g) below. Probationary of 90 days, with possible 90 day extension.

g. If the employee is not offered the opportunity to bump pursuant to (f) above, the employee may bump the least senior employee in his/her immediate prior title, in a position for which he/she qualifies, campus wide. If an employee opts not to exercise his/her bumping rights under this section, the employee may opt to be placed on the recall list. Probationary of 90 days, with possible 90 day extension.

Regular Part time employees may not bump regular full time employees, however, they may bump other regular part time staff at equivalent or less hours. Regular full time staff may, however, bump part time staff if there are no full time opportunities available.
An employee who is placed in a vacancy or bumps into a position on his/her campus may not bid on a vacant position for a period of six (6) months. If a laid off employee accepts a vacancy on another campus, he/she may not bid on a vacancy for a period of one (1) year.

4. Recall: Laid off employees, in the order of University seniority, have first recall rights beginning with the title and position on the campus from which they are laid off, to positions for which they meet the requirements.

If more than one employee has the same layoff date, University Date of Hire will prevail; if more than one employee has the same layoff date and same University Date of Hire, then the former position number will be consider, with the higher number indicating more seniority.

All laid off employees who have been employed for at least a year shall retain their rights of recall for one (1) year from the date of layoff. Should a laid off employee refuse a position when recalled, s/he shall be removed from the recall list. However, such an employee shall have the option of refusing the position and continuing on the recall list (not to exceed one year from the layoff) if the employee is recalled to a position on another campus.

Upon recall, an employee shall retain his/her original date of hire.

Add Side letter #12

The University agrees to meet with the Union at least one week, except in the case of an emergency, in advance of any notice of layoff of HPAE employees greater than five on a single campus. The purpose of the meeting is to discuss pending layoff situations. At that meeting, the Union is free to set forth its position on the pending layoff.

Add Appendix D

Operating Units and Divisions

The parties will meet to finalize.

For the Union:

For the University:

[Signatures]
Appendix D – List of University Operating Units and University Hospital Divisions

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

1. Newark Campus
   a. New Jersey Dental School
   b. New Jersey Medical School
   c. School of Nursing
   d. University Behavioral Health Care
   e. University Hospital

2. Piscataway
   a. Robert Wood Johnson Medical School (inclusive of CINJ)
   b. University Behavioral Health Care (exclusive of UCHC)

3. Stratford
   a. School of Osteopathic Medicine
   b. School of Nursing
   c. University Behavioral Health Care

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

For the purpose of Article 4.09, “University Hospital Divisions” are defined as follows:

a. Ambulatory Care
b. Cardiac Services
c. Critical Care
d. Emergency Services
e. Family Health Services
f. Perioperative Services
g. Med-Surg
Tentative Agreement
March 3, 2011

4.12 Subcontracting:

Modify 1st paragraph as follows:

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) five (5) 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.

For the Union:

[Signatures]

For the University:

[Signature]

[Signatures]
HPAE Counter Proposal to UMD 7, November 2, 2011

6.03 Pay Period:

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

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

Pay Advice Statements and information regarding accrued benefit time are available on-line at my.umd.edu

When an error in pay has been made by the Payroll Department, the University will issue a check with the correction within two (2) work days of notification of error, with proper deductions. When an error in pay has been made resulting in an overpayment to the employee, the University will provide the employee with an explanation and discuss a repayment plan, where appropriate.

[Signatures]

The union reserves the right to add, delete, change or modify any of these or future proposals during the course of the negotiations.
PROPOSAL #9
ARTICLE 7.11 Jury Duty Leave Amount

Modify paragraph 1 as follows:
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, on a day on which he/she is scheduled to work, will be paid for the day according to the employee's standard work hours based on job classification (8 hrs, 7 1/2 hrs). This will be pro-rated for regular part time employees.

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

Date:

HPAE 5089

UMDNJ
Tentative Agreement

11/3/11

Article 8.02, A, Medical Leave, change word "supervisor" to "Human Resources" in para 2, 4.

Elmer Areal

[Signature]

Patsic Scully

[Signature]
HPAE Counter Proposal to UMD 12, November 2, 2011

10.04 Charge Nurse Differential:

Effective January 1, 2007 2010, the charge nurse differential will be one dollar and seventy-five cents ($1.75) per hour.

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

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

When assigning charge duties, the University will first seek volunteers. If there are no volunteers, charge duties will be assigned. If there is a need to assign a staff nurse to be a Charge Nurse for an extended period of time, volunteers will be sought first, but the final decision regarding the assignment rests with management.

Chris Whalen [cwhalen@hpae.org]  
Thursday, November 03, 2011 4:25 AM  
Kanan, Abdel; Scully, Patricia  
5089 10.04 Charge Nurse Differential:  

TA

[Signatures]
Tentative Agreement
November 2, 2011

10.07 On-Call:

Add to current provisions as follows:

(A) On-call pay will be paid as follows:
$4.50 per hour - Staff RNs
$6.50 per hour - Advanced Practice Nurses
20% Regular salary - CRNAs
If the a non-exempt employee works during the on-call period, the employee shall be compensated at the rate of time and one half (1 1/2) his/her regular rate of pay.

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

(D) If operationally feasible, Operating Room (OR) RNs shall only be scheduled and shall only work on call within their on-call specialty in the OR.

(E) If operationally feasible, an employee will not be scheduled for on-call on their scheduled day off.

(F) No employee shall be required to work more than sixteen (16) continuous hours in a day (including hours worked while scheduled on-call).

For the Union:

For the University:

[Signatures]
10.10 Preceptor Pay:

Modify "A" as follows:

(A) In acute care settings, when practical, preceptorship shall be distributed on an equitable basis among qualified employees who have maintained at least a satisfactory or better performance and attendance record. He/she should have successfully completed a preceptor training program offered or approved by the University.

As a Preceptor, a Staff Nurse is responsible for guiding and developing a new hire Staff Nurse, a Staff Nurse transitioning to a new area or other nursing staff as identified by nurse management to ensure that they achieve the required skills and competencies.

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

[Signatures]

[Signatures]
Tentative Agreement
November 2, 2011

14.01 Definition:

Revise paragraph 6 as follows:

The University will notify the Union office, by mail or fax, and a designated Local Co-President, by inter-office mail, attached email document, 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.

For the Union:  
[Signature]

For the University:

[Signature]
14.02 Grievance Procedure:

Revise 14.02E as follows:

(E) Formal Steps

Step Two:

Delete the last sentence:

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

For the Union:

[Signature]

For the University:

[Signature]
HPAE Proposal, November 2, 2011

Add Side Letter #14 re. Inclement Weather Policy

As agreed, please be advised that the University and the Union will continue to work with the UMDNJ Union Coalition to make recommendations and revisions to the current University Inclement Weather Policy. The resulting policy will be used in the event of severe weather, disaster, catastrophic event or declared state of emergency.

[Signatures]

The union reserves the right to add, delete, change or modify any of these or future proposals during the course of the negotiations.
HPAE Proposal, November 2, 2011

Add Side Letter #13 re. APNs

As agreed, please be advised that no later than ninety (90) days from the ratification of this Agreement, the University and the Union will establish a committee to discuss issues related to Advanced Practice Nurses including Collaborative Practice Agreements and will develop recommendations as necessary within 180 days of ratification. The committee shall consist of 4 members union + 4 members management.

[Signatures]

The union reserves the right to add, delete, change or modify any of these or future proposals during the course of the negotiations.
UMDNJ ECONOMIC PROPOSALS FOR A SUCCESSOR

COLLECTIVE BARGAINING AGREEMENT

Between HPAE 5089 and

UNIVERSITY OF MEDICINE & DENTISTRY OF NJ

November 2, 2011

Staff Nurses – UB Scale

Effective July 1, 2010

- 0% ATB increase
- No Step Moves
- No increase to steps

Effective July 1, 2011

- 0% ATB increase
- No Step Moves
- No increase to steps

Effective July 1, 2012

- One step move for those hired prior to 7/1/08
- No increase to steps
- $500 lump sum payment for full time nurses hired prior to 7/1/08 who were at step 26 on 7/1/12, and $250 lump sum payment for part time

Effective January 1, 2013

- One step move for those hired prior to 7/1/09
- No increase to steps
- $500 lump sum payment for full time nurses hired prior to 7/1/09 who were at step 26 on 1/1/13, and $250 lump sum payment for part time

Effective July 1, 2013

- One step move for those hired prior to 7/1/10
- No increase to steps
- $500 lump sum payment for full time nurses hired prior to 7/1/10 who were at step 26 on 7/1/13, and $250 lump sum payment for part time

Effective January 1, 2014

- One step move for those hired prior to 7/1/11
- 1% increase to steps
- $500 lump sum payment for full time nurses hired prior to 7/1/11 who were at step 26 on 1/1/14, and $250 lump sum payment for part time

Eligibility for step move is per guidelines in contract.
The above economic proposal is contingent on the agreement of the parties that the 2008 and 2009 Wage Re-Opener is settled with a 0% increase for each year, and no increase to the salary scales.

[Signatures]

Elmer F. Sorensen
Patricia Scully
UMDNJ ECONOMIC PROPOSALS FOR A SUCCESSOR

COLLECTIVE BARGAINING AGREEMENT

Between HPAE 5089 and

UNIVERSITY OF MEDICINE & DENTISTRY OF NJ

November 2, 2011

Staff Nurses – UA Scale

- Incumbents receive no increases for the duration of this contract.
- There will be no increases to the salary scales for the duration of this contract.
- There will be no step moves for the duration of this contract.
- Incumbents may submit completed Experience Application Forms to Human Resources, and will be moved to the UB scale if financially beneficial, with an effective date two pay cycles after Human Resources receives the completed form.
- After moving to Scale B, these Staff Nurses will not be eligible for step moves for the duration of the contract. However, full time Staff Nurses will receive a $500 lump sum payment at the time of the UB step moves, and part time will receive a $250 lump sum.

Nurse Clinicians/Research Nurse Clinicians – UC Scale

Effective July 1, 2010

- 0% ATB increase
- 0% increase to salary range

Effective July 1, 2011

- 0% ATB increase
- 0% increase to salary range

Effective July 1, 2012

- 2% ATB increase
- 2% increase to salary range

Effective July 1, 2013

- 2% ATB increase
- 2% increase to salary range

Effective January 1, 2014

- 1% ATB increase
- 1% increase to salary range

Contract expires September 30, 2014

The above economic proposal is contingent on the agreement of the parties that the 2008 and 2009 Wage Re-Opener is settled with a 0% increase for each year, and no increase to the salary scale.
UMDNJ ECONOMIC PROPOSALS FOR A SUCCESSOR

COLLECTIVE BARGAINING AGREEMENT

Between HPAE 5089

And the UNIVERSITY OF MEDICINE & DENTISTRY OF NJ

November 2, 2011

Nurse Anesthetists

Effective July 1, 2010
0% ATB increase
No Step Moves
No increase to steps

Effective July 1, 2011
0% ATB increase
No Step Moves
No increase to steps

Effective July 1, 2012
2% increase to steps
No Step Moves

Effective July 1, 2013
2% increase to steps
No step moves

Effective January 1, 2014
1% increase to steps
No Step Move

Contract expires September 30, 2014

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UMDNJ ECONOMIC PROPOSALS FOR A SUCCESSOR
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November 2, 2011

Case Managers and Access Case Managers

Effective July 1, 2010
0% ATB increase
No Step Moves
No increase to steps

Effective July 1, 2011
0% ATB increase
No Step Moves
No increase to steps

Effective July 1, 2012
2% increase to steps
No step moves

Effective July 1, 2013
2% increase to steps
No step moves

Effective January 1, 2014
1% increase to steps
No Step Move

Contract expires September 30, 2014

The above economic proposal is contingent on the agreement of the parties that the 2008 and 2009 Wage Re-Opener is settled with a 0% increase for each year, and no increase to the salary scales.
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November 2, 2011

Advanced Practice Nurses

Effective July 1, 2010
0% ATB increase
No Step Moves
No increase to steps

Effective July 1, 2011
0% ATB increase
No Step Moves
No increase to steps

Effective July 1, 2012
2% increase to steps
No Step Moves

Effective July 1, 2013
2% increase to steps
No step moves

Effective January 1, 2014
1% increase to steps
No Step Move

Contract expires September 30, 2014

The above economic proposal is contingent on the agreement of the parties that the 2008 and 2009 Wage Re-Opener is settled with a 0% increase for each year, and no increase to the salary scales.