



AGREEMENT

BETWEEN

**PRIME HEALTHCARE - ST. MARY'S GENERAL
HOSPITAL
PASSAIC, NEW JERSEY**

AND

JNESO - DISTRICT COUNCIL 1, IUOE

EFFECTIVE

August 15, 2017 THROUGH August 14, 2020

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AGREEMENT

THIS AGREEMENT, made and entered into this, 15TH day of August, 2017 by and between PRIME HEALTHCARE - ST. MARY'S GENERAL HOSPITAL, 350 Boulevard, Passaic, New Jersey 07055, (hereinafter referred to as the "Hospital" or "Employer"), and JNESO, District Council 1, IUOE, AFL/CIO 1225 Livingston Avenue, North Brunswick, New Jersey 08902 (hereinafter referred to as the "Union"), acting on behalf of the employees of the Hospital as defined and now employed and to be employed, and collectively designated as the employees.

WITNESSETH

WHEREAS, the Hospital recognizes the Union as the collective bargaining representative for the employees covered by this Agreement, as hereinafter provided, and

WHEREAS, it is the intent of the parties hereto that this Agreement promote and improve the mutual interests of the patients of the Hospital, as well as its employees.

Therefore, both parties shall strive together to achieve the highest attainable quality and standards of professional nursing care and practice, and to avoid interruption and interference with service of the patients as set forth herein, this Agreement covering rates of pay, hours of work and conditions of employment.

NOW, THEREFORE, in consideration of the mutual covenants herein contained the parties hereto agree as follows:

ARTICLE 1 – RECOGNITION

Section 1. The Hospital recognizes the Union as the sole and exclusive collective bargaining representative of all full-time, regular part-time and per diem registered professional nurses, graduate nurses, including Registered Nurse case managers at its Passaic, New Jersey Regional Medical Center, but excluding all office clerical employees, service and maintenance employees, technical employees, licensed practical nurses, employee health service nurses, nurse epidemiologists, discharge planners, all other professional employees, guards, administrative supervisors, relief administrative supervisors, nurse managers, coordinators of in-service education, coordinators of out-patient services, operating room clinical instructors, the staff coordinator, Quality Coordinators, and all other supervisors as defined in the Act.

Section 2a. Whenever the word "employee" is used in this Agreement, it shall be deemed to mean the employees in the bargaining unit covered by this Agreement, as defined in Article 1, Section 1 hereof, and as certified by the National Labor Relations Board in Case Nos. 22-RC-8587 and 22-RC-11561. Whenever the pronoun "he" or "she" is used in this Agreement, it shall be deemed to be inclusive of the other gender.

Section 2b. Whenever the word "Local" is used in this Agreement, it shall be deemed to mean the Prime Healthcare - St. Mary's General RN Local of JNESO, District Council 1, IUOE, AFL/CIO. Whenever the word "Union" is used in this Agreement, it shall be deemed to mean JNESO, District Council 1, IUOE, AFL/CIO.

Section 2c. Any reference to either gender shall refer to both.

Section 3. At the time a new bargaining unit employee, as defined in this Agreement, is hired, the Employer shall deliver to said new employee a written notice that the Employer recognizes and is in contractual relations with the Union.

Section 4. The Hospital shall notify the Union, and the Local President, or designee (the Local shall advise the Hospital of such designee in writing) of the name, address, telephone number, job classification, date of hire, rate of pay, F.T.E. status, shift, unit assignment and social security number of each new employee on a monthly basis. This list shall also include change of status, shift, or unit, for any current employees as well as any terminations that occurred within the month. The Hospital will notify the Union of any Leave of Absence of greater than thirty (30) days taken by a unit employee when information becomes available to Human Resources.

Section 5. Whenever a copy(s) or a notice(s) is required for the Local by the Hospital, the Hospital may meet its obligation by placing the same in the Local mailbox or send via email.

ARTICLE 2 - UNION SECURITY

Section 1. All present employees of the Employer who are members of the Union on the effective date of this Agreement, or on the date of execution of this Agreement, whichever is the latter, shall remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Union and all employees who are hired hereafter shall become and remain members of the Union in good standing as a condition of employment on or after the thirtieth (30th) day following the beginning of their employment, or on or after the thirtieth (30th) day following the effective date of this Agreement or its execution, whichever is the latter.

Section 2. The failure of any employee to become a member of the Union at the required time or remain a member in good standing, as provided in Section 1, shall oblige the Employer upon written notice from the Union to discharge such employee within ten (10) working days after receipt of said notice from the Union, provided the discharge is one permitted by law.

ARTICLE 3 - CHECK OFF OF UNION DUES

Section 1. The Employer, upon receipt of written authorization from the employee, shall deduct dues from the wages due said employee each pay period, starting not earlier than the first pay period following the completion of the employee's first thirty (30) days of employment and remit to the Union office regular monthly dues as fixed by the Union.

Section 2. Membership in good standing is defined as the payment of periodic dues uniformly required as a condition of acquiring and retaining membership in the Union.

Section 3. The Employer shall be relieved of making such "check-off" deductions upon: (a) termination of employment; or (b) transfer to a job other than one covered by the bargaining unit; or (c) layoff from work; or (d) an agreed upon leave of absence; or (e) revocation of the authorization in accordance with its terms or with applicable law. Notwithstanding (a), (b), (c) and (e) above, upon the return of the employee to work from any of the foregoing enumerated absences, the Employer will immediately resume the obligations of making such deductions, except the deductions for terminated employees shall be governed by Section 1 hereof. This provision, however, shall not relieve any employee of the

obligation to make the required dues payment pursuant to the Union Constitution in order to remain in good standing.

Section 4. The Employer shall not be obligated to make dues deductions of any kind from any employee in the bargaining unit who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

Section 5. By the fifteenth (15th) of each month, the Employer shall remit to the Union office all deductions for dues made each payroll from the employees for the preceding month, together with a list of all employees in the bargaining unit with the payroll runs for that month, which will include hours worked, wages and dues deducted for that period. Information may be provided via multiple reports, provided one report is a payroll run.

Section 6. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee in the bargaining unit, arising from deductions made by the Employer hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE 4 - UNION ACTIVITY, VISITATION & BULLETIN BOARDS

Section 1. No employee shall engage in any Union activity, including the distribution of literature, which could interfere with the performance of work during working time, or in patient care areas of the Employer at any time, except as provided in Article 11, "Grievance Procedure", where mutually agreed by the parties. Such agreement shall not be unreasonably withheld. The Hospital shall provide a mutually acceptable location.

Section 2. A delegate of the Union shall have reasonable access to the Employer for the purpose of conferring with the Employer, delegates of the Local, and/or employees, and for the purpose of administering this Agreement. The delegate shall advise the responsible Human Resource representative or the Administrative Supervisor on duty of her/his presence in the Hospital. When the delegate believes it is necessary to enter a work area of the Hospital, s/he shall first obtain mutual agreement to do so with the responsible Human Resource representative or the Administrative Supervisor on duty. An employee delegate intending to go to a nursing unit other than the one in which s/he is working will first obtain mutual agreement to do so with her/his immediate Administrative Supervisor. Such agreement, in either situation, shall not be unreasonably withheld. The Hospital shall provide a mutually acceptable location for the delegate to conduct business where appropriate. Such visits shall in no way interfere with the operations of the Employer, and any meetings will not be conducted in the presence of patients, visitors, or physicians.

Section 3a. The Employer shall provide three (3) glass-enclosed bulletin boards, which shall be used for the purpose of posting proper Union notices. One bulletin board will be placed in the M building, first floor by the elevators, the second in the new building at its present location (by the service elevators) and the third in the North building outside the cafeteria. The Hospital will also provide a bulletin board—at the Seton Center in a location chosen by the Union. Copies of materials to be posted shall be submitted to the Human Resources Department before being posted. As has been past practice, Local representatives retain the right to post Union notices in non-patient care areas (break rooms). Notices of the date, time, and location of Union meetings may be posted in the

break rooms provided a copy of such notices shall be submitted to the Human Resources office before being posted.

Section 3b. The Hospital shall provide the Local with a locked mailbox, across from the first floor elevators, for the purpose of interdepartmental mail from the Hospital and from the Union members to the Local.

Section 3c. The Hospital will provide the Local with a Union office to be used by the RN and Tech Units. The Union agrees to notify Human Resources when a representative from JNESO will be there.

Section 4. The work schedules of employees elected as Local representatives shall be adjusted to permit attendance at regular Local meetings without pay, providing they shall not interfere with the operations of the Employer.

Section 5. The names of Local officers and stewards shall be submitted to the Human Resources Department after the execution of this Agreement, and the Employer shall be advised in writing of any changes, along with the names of all successors or replacements within seven (7) calendar days of the change or replacement. The Hospital will provide the Union/Local with the names of the administrative staff of the Hospital, including department managers, along with the names of all successors or replacements.

Section 6a. Employees who are required to represent the Union/Local at any meeting with representatives of the Hospital (e.g., grievance, grievance procedure, negotiations, disciplinary procedure, Professional Nursing Practice Committee) shall not suffer any loss in pay for straight time earning opportunities missed during the period of time they are in attendance at such

meetings. The Union/Local shall provide the Hospital with a list of those employees who will attend on behalf of the Union/Local upon the request of the Hospital.

Section 6b. Employees who attend negotiations on non-scheduled work days shall receive straight time pay up to the amount of their normal works day (30 minutes before and after the scheduled start of negotiations)

Section 7. The Hospital will give an aggregate of fourteen (14) days per calendar year release time without loss of pay to the Local President and Delegates designated by the Union/Local President to attend Union conferences, conventions, or meetings. The Local President shall notify the appropriate nurse executive in writing of the names of the employees selected to attend such conferences, conventions or meetings fourteen (14) calendar days prior to the conference, convention or meeting.

Section 8. The Employer will establish a time (not to exceed one hour) and location during the orientation period for new bargaining unit employees, at which time and at which location a Local Representative shall be permitted to address the orientees and distribute a copy of the collective bargaining agreement between the parties. The parties shall confer regarding a mutually acceptable time and location of such presentation by the Local representative. If the parties are unable to reach such an agreement, the time and location shall be in the Employer's discretion.

ARTICLE 5 - PROFESSIONAL NURSING PRACTICE
COMMITTEE

Section 1. As a result of the special education and experience possessed by those employees covered by this Agreement, they have a unique contribution to make toward maintaining and improving patient care and therefore, the parties have agreed to

establish a Professional Nursing Practitioner Committee (PNPC) at Prime Healthcare-St. Mary's Hospital to provide a vehicle through which the views and recommendations of the employees covered by this Agreement can be heard and considered.

Section 2. The purpose of the PNPC is to provide a mechanism for constructive discussion and input on matters relating to the professional nurses' practice on ways and means of maintaining and improving patient care and fostering adherence to standards of nursing practice enunciated by the profession.

Section 3. The PNPC will consist of nine (9) standing employees from representative units as designated by the Union, one of whom is chairperson and may also include a nursing resource person. Alternates shall only serve in the absence of the regular committee member. The Hospital shall be represented on the committee by the chief nurse executive or designee and any other representatives of the Hospital that they wish to designate.

Section 4. Meetings shall be held at least bimonthly at a regularly scheduled time. Committee members who are scheduled to work at the time the meetings are held shall not suffer any loss in pay for time spent in attending such meetings. The Union agenda items shall be referred, in writing, to the Chief Nurse Executive ten (10) working days prior to the meeting. The Chief Nurse Executive may also submit, in writing, agenda items to the Chairperson ten (10) working days prior to the meeting.

Section 5. Minutes shall be kept of all meetings, and approved by members of the committee and the Employer's representatives. The minutes shall be signed by the appropriate Nurse Executive and Committee Chairperson and then distributed to each nursing unit and to appropriate members of the Hospital Administration.

Section 6. Recommendations will be developed by both the Committee and the Employer's representatives. These recommendations will be reduced to writing within fifteen (15) working days and exchanged between the Employer and the Committee. Each such recommendation will be responded to in writing at the next scheduled meeting and a joint effort will be made to resolve any outstanding issues.

Section 7. Should there be any dissatisfaction on the part of the Committee with the response in Section 6 above, the Union may request, in writing, to meet with the CEO of the Hospital. The participants of the meeting shall include the Local President, the PNPC chairperson or designee, and the Union. Whether a meeting takes place shall be at the discretion of the CEO of the Hospital.

Section 8. The following shall not be discussed by the PNPC:

Pending grievances or items properly handled under the grievance procedure.

Individual disciplinary action.

Collective bargaining matters.

Performance appraisals of individual employees.

Section 9. The provisions of this Article and their implementation are not subject to the grievance and/or arbitration procedures of this Agreement.

ARTICLE 6 – SEPARABILITY

It is understood and agreed by the parties that if any part of the provisions of this Agreement or the application thereof shall be held invalid as a matter of law, the remainder of this Agreement or the application shall not be affected thereby.

ARTICLE 7 - PROBATIONARY PERIOD

Section 1. Newly hired employees shall be considered probationary for a period of sixty (60) days actually worked from the date of employment. Such probationary period may be extended for an additional thirty (30) days actually worked as determined by the Hospital. The Hospital will notify the Local President, in writing, of the extension of the probationary period at the end of the initial probationary period. In no event, however, shall any probationary period extend beyond six (6) calendar months from the date of employment.

Section 2. During or at the end of the probationary period, the Employer may discharge any employee at will, and such discharge shall not be subject to the grievance and arbitration provisions of this Agreement. Upon successful completion of the probationary period, an employee will have seniority retroactive to the commencement of work.

ARTICLE 8 - NON-DISCRIMINATION

The Employer and the Union agree to continue their policy of not discriminating against any employee or applicant for employment because of ancestry; atypical hereditary cellular or blood trait, genetic information; refusal to submit to a genetic test or make available the results of a genetic test to an employer; liability for service in the Armed Forces of the United States; civil union or

domestic partnership status; nationality; creed; color; age; sex; affectional or sexual orientation; gender identity or expression; national origin; religion; marital status; medical condition; disability; military service; veteran status; protected activity under the Affordable Care Act; pregnancy, childbirth and related medical conditions; or race of that person or of that person's spouse or partner, Union membership, or any other classification protected by federal, state, and local laws and ordinances.

ARTICLE 9 - PAST PRACTICE

Section 1. The Employer agrees to continue the following items in existence during the term of this Agreement in accordance with present practice, unless otherwise mutually agreed. Only those items included in this Article will be considered past practice, unless otherwise mutually agreed:

- a. Free parking;
- b. Use of Notary;
- c. The policy concerning distribution of paychecks is that paychecks are available 7:00am Friday morning. Direct Deposit will be at 12:01am Friday. Paychecks are dated and payable on Fridays. Employees are encouraged to use direct deposit
- d. Per diem employee hours will be scheduled by mutual agreement in accordance with the sign-in system.
- e. Scrub uniforms to be provided to OR, PACU, Obstetrics, Catheterization Lab, and Endoscopy units while the employees are actually on duty.

f. Nurses may wear colored uniform(s), which are in accordance with the nursing department dress code.

g. Nurses will not be required to wear nursing caps.

h. Employees shall be permitted to have food delivered by outside sources.

i. The Hospital shall maintain lockers for all employees. Some employees may have to share lockers.

j. Time schedules will be posted for a four (4) week period and for two (2) weeks in advance of the start of such schedule and will not be changed unless mutually agreed.

k. Employees must give four (4) weeks' notice of resignation to be eligible for terminal benefits. The four (4) weeks must be worked unless paid time off has been approved after the employee has given notice of her/his resignation.

l. The Hospital will not bill for any services rendered to an employee for procedures or treatment at the Hospital. This applies to employees only. Doctor bills are not covered.

ARTICLE 10 - NO STRIKE/NO LOCKOUT

Section 1. During the life of this Agreement there shall be no strike, sympathy strike, sit down, stay-in, boycott, picketing, work stoppage or any other type of interference of any kind, coercive or otherwise, with the Hospital's operation by the Union, any of its officers or representatives, or any individual employee for any reason whatsoever.

Section 2. In addition to all other liability, remedy or right provided by applicable law or statute, should activity of the nature described in Section 1 occur, the Union will do everything in its power to prevent its members, officers, representatives and employees, either individually or collectively, from participating in any unauthorized strike, work stoppage, slowdown or other activity aforementioned, including but not limited to publicly disavowing such action and ordering all such officers, representatives, employees or members who participate in such unauthorized activity to cease and desist from same immediately, and to return to work along with such other steps as may be necessary under the circumstances to bring about compliance with its order. In cases of unauthorized activity described herein, the Hospital may discharge or impose other disciplinary action upon any employee directly or indirectly involved. Disputes under this Article will be subject to the grievance and arbitration or expedited arbitration provisions of this Agreement.

Section 3. In consideration of the foregoing, the Hospital agrees not to lock out or cause to be locked out any employee covered by this Agreement.

ARTICLE 11 - GRIEVANCE PROCEDURE

Section 1. A grievance shall be defined as a dispute or complaint arising between the Employer and the employee, or the Union and the Employer, concerning provision of the collective bargaining agreement, and shall be processed in the following manner:

Section 2.

Step 1 - Within fifteen (15) weekdays from the date the grievance arose, or from when the grievant or the Union representative should have had reasonable knowledge thereof, the grievant and

her/his Union representative, or the Union representative, may file a written grievance, with the immediate supervisor. A grievance must be filed in writing in order to be considered by the Employer. The written grievance shall specify the Article(s) and Section(s) allegedly violated, the remedy sought, and shall be dated and signed by a Union Official. The supervisor shall respond, in writing, within five (5) weekdays to the Union representative who filed the grievance.

Step 2. - If the grievance is not settled in Step 1, the grievance may, within five (5) week days after receipt of the answer in Step 1, be presented at Step 2. The grievance will be presented in writing to the appropriate nurse executive by a Union representative. The appropriate nurse executive or designee shall give her response, in writing, to the Union Representative with a copy to the employee within five (5) week days of receipt of the grievance.

Step 3. - If the grievance is not settled in Step 2, the grievance may, within five (5) week days after receipt of the answer in Step 2, be presented at Step 3. The grievance will be presented in writing to the responsible human resource representative by the Union Representative. A hearing with all parties concerned will be held within five (5) week days. The responsible human resource representative shall give her/his response, in writing to the Union Representative, with a second copy to affected employee's address of record or email address within five (5) week days of the hearing.

Section 3. Failure on the part of the Hospital to answer a grievance in any step shall not be deemed acquiescence thereto, and the Union may proceed to the next step of the grievance procedure.

A grievance concerning a discharge or suspension may be presented in writing, initially, at Step 3 in the first instance within

five (5) weekdays from the date the discharge or suspension was imposed. All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays and legal holidays.

Section 4. If a party fails to initiate a grievance, or appeal from the disposition of a grievance, within the time limits specified herein, such grievance shall be deemed resolved, and shall not thereafter be considered subject to the grievance and arbitration provisions of this Agreement.

Section 5. A grievance which affects a substantial number or class of employees, or which the Hospital representative designated in Steps 1 and 2 lacks authority to settle, may initially be presented at Step 3 by the Union representative, within fifteen (15) weekdays from the date the grievance arose, or from when the grievant or Union Representative should have had reasonable knowledge thereof. Any such grievance shall be presented in writing and shall name or identify all affected employees.

Section 6. Time limits may be extended by mutual agreement of the parties, in writing.

ARTICLE 12 - ARBITRATION

Section 1. A grievance, as defined under the grievance procedure of this Agreement, which has not been resolved, may be, within fifteen (15) weekdays after completing Step 3 of the grievance procedure, referred to arbitration by the Union in accordance with the procedures of the American Arbitration Association. The Arbitrator shall be selected and the arbitration shall be conducted under the rules of the American Arbitration Association.

Section 2. The fees and expenses of the mutually agreed upon arbitrator shall be borne equally by the Employer and the Union.

Section 3. The arbitrator shall have jurisdiction only over disputes arising out of grievances as defined in Section 1 of the Grievance Procedure, and shall have no power to add to, subtract from, or modify in any way any of the provisions of this Agreement.

Section 4. The award of the Arbitrator hereunder shall be final and binding upon the Hospital, the Union, and the employees.

Section 5. The parties agree to submit, within fifteen (15) weekdays, a grievance contesting a discharge to expedited arbitration under the rules of the American Arbitration Association. The parties must mutually agree to submit non-discharge arbitrations to expedited arbitration, within fifteen (15) weekdays.

ARTICLE 13 - DISCHARGE & DISCIPLINE

Section 1a. No employee who has completed her/his probationary period shall be disciplined or suspended except for just cause. The question of "just cause" shall specifically be subject to the grievance procedure of this Agreement. If any discipline, suspension, or discharge results from conduct relating to a patient and if the patient does not appear at the arbitration, the arbitrator shall not consider the failure of the patient to appear as prejudicial. The term "patient" shall include, for the purpose of this Agreement, those seeking admission and those seeking care or treatment as well as those already admitted. Employees who have not completed their probationary period, however, may be terminated without recourse by the Employer and such termination shall not be subject to the grievance and arbitration procedures of this Agreement.

Section 1b. No employee shall be called to a meeting that may result in discipline without a Union Representative present, unless the employee waives her/his right, in writing, or unless the seriousness of the offense warrants immediate action by the Employer and a steward is not available.

Section 2. The Hospital will notify the Union in writing of any discharge or suspension within two (2) weekdays from the time of discharge or suspension. If the Union desires to contest the discharge or suspension, it shall give written notice to the Hospital within five (5) weekdays from receipt of notice of discharge or suspension. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedure, however, commencing at Step 3 of the grievance procedure.

Section 3. All time limits specified in this Article shall be deemed exclusive of Saturdays, Sundays and legal holidays.

ARTICLE 14 - EMPLOYER'S RIGHTS

Section 1. The management of the Hospital and the direction of the working forces are vested exclusively in the Hospital management. Except as specifically limited by this Agreement, the Employer retains the sole right to determine the workforce, to hire, discipline, discharge, layoff and promote; to determine or change the starting and quitting time and the number of hours to be worked; to promulgate rules and regulations, to assign duties to the workforce, to organize, discontinue, enlarge or reduce a department function or division; to assign or transfer employees to other departments or shifts as operations may require; to introduce new or improved facilities and carry out the ordinary and customary functions of management. None of these rights shall be exercised in a capricious or arbitrary manner.

Section 2. The Union recognizes the Employer may introduce a revision in the method or methods of operation, which will produce a revision of job duties and a reduction in personnel in any department. The Union agrees that nothing contained in this Agreement shall prevent the implementation of any program and of the workforce reductions of any program to be hereinafter undertaken by the Employer. The Union, on behalf of the employees, agrees to cooperate with the Employer to attain and maintain the full efficiency and maximum patient care, and the Employer agrees to receive and consider constructive suggestions submitted by the Union on behalf of the employees towards these objectives.

Section 3. There shall be no individual agreements between employees and the Employer. This Agreement contains the full understanding between the parties, and cannot be modified except by written agreement between the parties.

ARTICLE 15 - RULES & REGULATIONS

Section 1. The Union/Local shall be notified of any and all proposed new rules or modifications of existing rules or policy or job descriptions concerning the terms and conditions of employment prior to such changes, and upon request from the Union, the parties shall meet to negotiate the changes, and any alternatives the Union may propose shall be considered.

Section 2. The Employer and the Local shall meet at reasonable intervals upon request of either party for a labor/management meeting to discuss mutual concerns.

ARTICLE 16 - EMPLOYEE STATUS

Section 1a. Classifications - Employees covered by this Agreement will be classified as:

1. Regular full-time employees, referred to herein as full-time,
2. Regular part-time employees, referred to herein as part-time,
3. Per diem employees

Section 1b. Regular full-time employees: A regular full-time employee is an employee who has completed the probationary period as described herein, and who is regularly scheduled to work forty (40) hours a week, except as provided for in Article 49, "12-Hour Shift Conditions".

Section 1c. Regular part-time employees: A regular part-time employee is an employee who has completed the probationary period as described herein, and who is regularly scheduled to work at least sixteen (16) but less than forty (40) hours in a week.

Section 1d. Per diem employees - A per diem employee is an employee who has completed the probationary period as described herein, and who does not work any regularly scheduled hours per week, but rather, works as available to supplement regular full time and part time employees. Per Diem employees will make themselves available one (1) weekend per month and one (1) Winter (Christmas, New Years, or Thanksgiving) and one (1) Summer Holiday (Memorial Day, Independence Day, or Labor Day). For the length of this Agreement, per diem employees may be cancelled with two (2) hours notice. The per diem employees committed days per month must be submitted to the Nurse Manager prior to the posting of the schedule, the same as full-time and part-time employees. Time in excess of the two (2) committed days per month or three (3) committed days per month (in

instances where the required Holiday is included) will be considered available time and subject to Article 38 "Available Time".

Section 2. Temporary employees: Those employees who do not fit the definitions of full-time employee, part-time employee, or per diem employee, shall be defined as a temporary employee. A temporary employee is one who is so informed at the time of hire, and was hired for a special project or to replace employees on leaves or vacations or holidays, and who was hired for a period of not longer than three (3) months, or for the duration of such projects, leaves, vacation periods, whichever is greater; but in no event to exceed six (6) months. A temporary employee is not covered by this contract.

Section 3. Agency Nurses are those nurses who are not members of the bargaining unit and are not employees of the Hospital. The Hospital has the right to use the services of Agency nurses from any outside agency sources; however, the Hospital agrees that it will not use these nurses to deprive the unit of bargaining unit positions. Agency nurses may only be used after the application of the provisions of Article 38, "Available Time" and pursuant to such guidelines as may be mutually agreed to by the parties.

ARTICLE 17 – OVERTIME

Section 1a. A normal workday shall be defined, for a regularly scheduled full-time employee, as eight (8) hours and ten (10) minutes or ten (10) hours and ten (10) minutes inclusive of a thirty (30) minute unpaid meal time and one paid fifteen (15) minute break or twelve (12) hours and ten (10) minutes inclusive of a thirty (30) minute unpaid meal time and two (2) paid fifteen (15) minute breaks.

Section 1b. All work schedules, work shifts or protocols set forth in this Agreement or in any protocol(s) established by the parties shall be deemed to include a ten (10) minute overlap at the conclusion of the shift. This ten (10) minute shift overlap shall be considered part of the employee's shift for which no additional compensation shall be due. In addition, this ten (10) minute overlap shall not be included for the purpose of calculating overtime. In areas where there is no shift-to-shift endorsement required by the Hospital, there shall be no ten (10) minute overlap. Overtime calculation will commence at the end of the shift in these areas. In areas where the Hospital requires a shift-to-shift endorsement, there shall be a ten (10) minute overlap. In all cases, the Hospital reserves the right to determine whether shift-to-shift endorsement is required.

Section 2a. Overtime compensation shall be the monetary equivalent of time and one-half (1½) for any time worked in excess of forty (40) hours during a regular work week or as otherwise, specifically provided for in this Agreement.

Section 2b. In calculating overtime, the ten (10) minute overlap is added to the regular shift hours as defined above, the next fifteen (15) minutes is paid at straight time. If a full-time employee works past the fifteen (15) minutes of straight time, overtime at the rate of time and one-half (1½) is calculated retroactively from the eleventh (11th) minute on a minute for minute basis. See Addendum A for application of the preceding. Any available time for which an employee signs up and works will be considered scheduled time and will be paid at straight time up to forty (40) hours. Part-time employees who work two (2) or more consecutive hours in excess of their scheduled shift shall be paid time and one-half for all hours worked in excess of the scheduled shift provided they worked a minimum of ten (10) consecutive hours.

Section 3.

Calculation of hours worked for purposes of overtime shall include productive hours actually worked and paid vacation and holiday time. Sick time, personal days, bereavement leave and jury duty paid time off does not count toward overtime calculation.

Section 4. In accordance with past practice, nurses shall remain at the end of their shift to provide patient care and necessary information regarding patient care to the oncoming shift.

Prescheduled overtime will be distributed as provided in Article 38 (Available Time). Overtime distributed in this manner is voluntary.

Staffing needs known more than ten (10) hours prior to the start of the shift on which the need occurs shall not be filled by mandatory overtime.

There may be times when the needs of patients require additional staff. On those occasions, the following mechanisms will be utilized prior to mandating overtime:

1. mutually agreed schedule changes within the unit
2. floating staff within block
3. float pool assignment
4. per diem staff
5. additional voluntary overtime
6. manage unit activity (ADT) in response to staffing
7. available agency
8. appropriate nurse manager

When the above mechanisms have not successfully filled the staffing need, the efforts to do so must be reviewed with the appropriate Nurse Executive for a final determination on whether to mandate overtime. Only then may overtime be mandated.

Overtime will be mandated by inverse seniority on a rotating basis (within unit and shift).

Upon request, the Union will be provided with verification that the eight listed mechanisms were attempted.

Work mandated under this Section will be paid at time and one-half (1½). This shall not be pyramided with overtime pay.

Section 5. The overtime rate shall be paid inclusive of the shift differential whenever applicable.

Section 6. All overtime in excess of one-half (½) hour of the employee's regularly scheduled work day requires the advance approval of the employee's immediate supervisor, except in case of an emergency when approval shall be obtained as soon as possible from the nursing supervisor on duty, but in no event before the nurse leaves work. Such approval shall not be unreasonably denied.

Overtime policies are attached as Addendum A and incorporated herein.

Section 7. Once an employee is scheduled for overtime, the Employer must give at least two (2) hours advance notice for cancellation of set overtime and the employee shall be cancelled in inverse order of seniority on a rotating basis. If cancelled with less than two (2) hours notice, the employee shall be paid a minimum guarantee of two (2) hours at the applicable rate of pay.

ARTICLE 18 – SENIORITY

Section 1. Seniority is the length of time an employee has been continuously employed by the Employer in a job covered by this

Agreement. In any application of seniority where ability to perform the required work is relatively equal, seniority shall govern.

Section 2. Acquisition: an employee's seniority shall commence after the completion of the probationary period, and shall be retroactive to the date of the employee's most recent date of hire in a bargaining unit position. There shall be three (3) seniority lists; one (1) for full-time employees, one (1) for part-time employees, and one (1) for per diem employees. These lists shall be used for informational purposes only. All employees shall accrue seniority on hours paid up to a maximum of 2080 hours per year. In no event shall twelve-hour shift employees accrue more than 2080 seniority hours per year.

Section 3a. Employees who were previously employed by the Hospital in non-bargaining unit jobs will be given full credit for benefit purposes for such service accrued while in the non-bargaining unit jobs, but shall not be given credit for such service for competitive rights such as bidding, selection of vacation, layoff, etc.

Section 3b. Employees who accept a non-bargaining unit position on a temporary basis shall continue to accrue seniority for a period not to exceed six (6) months. An employee who accepts a permanent position outside the bargaining unit but within the Hospital, and is subsequently allowed to return to a bargaining unit position within six (6) months from accepting the outside position, will retain all prior seniority that s/he had at the time s/he left the bargaining unit position. If an employee does not return to the bargaining unit within the six (6) month period or after the new position's probationary period, whichever is later, but in no event to exceed one (1) year, s/he shall forfeit all previously earned bargaining unit seniority.

Section 3c. Any full-time or part-time employee who changes status to part-time or per diem status shall have any sick time benefits accrued frozen and preserved for the benefit of the employee should the employee return to full-time status. This provision applies only where there has been no break in service. All accrued vacation time, personal time and/or PTO benefits will be paid in a lump sum when the employee's status changes.

Section 4. Loss of Seniority - An employee's seniority shall be lost when the employee:

- a. Terminates voluntarily.
- b. Is discharged for cause.
- c. Is laid off for a period of six (6) months or for a period exceeding the length of an employee's continuous service, whichever is less, or if for any reason six (6) months have passed since the employee last worked for the Employer.
- d. Violates an approved leave of absence.
- e. Fails to return to work within five (5) working days if last address shows residency in New Jersey and ten (10) working days if last address shows residency outside of New Jersey after recall by certified mail, return receipt requested or Federal Express, to the employee's last known address as specified above.
- f. Fails to return for reemployment within the statutory period after separation from military service.

ARTICLE 19 - BREAK PERIOD & LUNCH PERIOD

Section 1. On each shift of each workday, employees shall be entitled to the following paid breaks:

- a. 8-hour employees: one (1) fifteen minute break
- b. 10-hour employees: one (1) fifteen minute break
- c. 12-hour employees: two (2) fifteen minute breaks

Section 2. There shall be provided a thirty (30) minute unpaid meal period each workday for each bargaining unit employee. Employees may not work through lunch without supervisory approval. Such approval however shall not be arbitrarily denied. If the nurse is unable to contact the Nurse Manager at the time approval is needed or if there is a documented emergency or if the Nurse Manager is unable to provide relief, the Manager or Supervisor will be notified by end of shift and a payroll notation made. In any event if a nurse is required to work through her unpaid lunch period she shall be paid time and one-half (1 1/2) for the missed meal.

Section 3. The Hospital will provide a reasonable location for employees to eat their meals on a 24-hour basis. Meals will be available to employees. However, times and costs shall be subject to change by the Hospital, and the Local shall be notified of such changes. The Hospital may interrupt service in the cafeteria where circumstances warrant (e.g., emergency, physical transition, legal constraints, etc.).

ARTICLE 20 – VACATION

Section 1. Effective with the first (1st) payroll period in a new calendar year, a regular full-time employee shall be eligible to take twenty (20) working days paid vacation or the amount to which

they are entitled in Section 2(a), at the regular compensation rate. New regular full-time employees shall be eligible to take vacation on a prorated basis during the first (1st) calendar year of employment equal to .769 days per payroll period. Although vacation days may be used effective the first (1st) payroll period in a new calendar year, said days shall accrue and be earned throughout the calendar year. Newly-hired employees with less than one (1) year seniority must work six (6) months before taking any earned vacation.

Section 2a. All Regular full-time employees shall be capped for the length of the Agreement at 20 days accrual.

Section 2b. For purposes of this Article, "years of continuous service" or "employment" are calculated from the date of hire.

Section 3. In the selection of primetime vacation, bargaining unit seniority shall prevail within the nursing unit and on the shift. Shifts are defined as day, evening, and night. Shifts will be determined by the majority of hours on one (1) of these shifts. However, if an employee works an equal number of hours on two (2) shifts, the employee's shift will be the starting shift. Primetime vacation is designated as June 15 through September 15. No employee may take more than one week vacation (consecutively or otherwise) during the primetime. If no other employee (on the same unit and shift) desires to take the time in question, two (2) weeks' vacation may be taken, consecutively or otherwise. However, two (2) employees may be eligible to be granted identical weeks off if staffing permits. The Employer shall post a prime-time vacation selection sheet no later than March 1 of each year, and employees within each unit and on each shift shall have the right to indicate their preference for primetime vacations. The list will be taken down by March 31 of each year, and a final vacation schedule will be posted by the Hospital by April 30.

Employees, who do not sign the prime-time vacation selection sheet by March 31, must submit, in writing, their request for primetime vacation. These requests shall be handled on a first-come, first-serve basis, and the Employer shall respond to these requests in writing. When an employee's first vacation choice is not granted, the Hospital will tell the employee what is available within the unit. Employees requesting single or multiple days (less than a week) off shall not be arbitrarily or capriciously denied the time off. All vacation requests, including requests for primetime, non-primetime, and holiday vacations are subject to the approval of Nursing Management.

Section 4a. All vacations, which are not prime time vacations will be bid on, on a first come, first serve basis. The vacation request shall be submitted in writing not more than four (4) months in advance of the requested vacation time. The Employer shall respond in writing to the employees requested vacation time within a thirty (30) day period from receipt of the vacation request.

Section 4b. Requests for vacation over the Thanksgiving holiday/weekend must be submitted, in writing, between September 1 and 15. The Employer will respond to these requests, in writing, by September 23. If a conflict should arise between requests made between September 1 and 15, seniority shall prevail within the nursing unit and on the shift. Shifts are defined as day, evening, and night. Shifts will be determined by the majority of hours on one (1) of these shifts, however, if an employee works an equal number of hours on two (2) shifts, the employee's shift will be the starting shift. Requests submitted after September 15 shall be handled on a first-come, first-serve basis.

Requests for vacation during December 15 through January 15 shall be submitted, in writing, between October 1 and October 15. The Employer will respond to these requests, in writing, by

October 23. If a conflict should arise between requests made between October 1 and October 15, seniority shall prevail within the nursing unit and on the shift. Shifts are defined as day, evening, and night. Shifts will be determined by the majority of hours on one (1) of these shifts, however, if an employee works an equal number of hours on two (2) shifts, the employee's shift will be the starting shift. Requests submitted after October 15 shall be handled on a first-come, first-serve basis.

Section 5. Vacation time shall be taken each year. In the event that a vacation cannot be taken, through no fault of the employee, one half (1/2) of the vacation may be accrued and shall be taken during the following year, or the employee may request pay in lieu of Vacation at the regular compensation rate for that Vacation time which has been earned but which was unable to be taken. The Hospital retains the right, however, to make the final determination as to whether pay in lieu of vacation shall be granted.

Section 6. Nurses who work during a vacation period shall be paid at the rate of time and one-half (1½) for all hours of vacation worked. In addition, the employee will be given the choice of receiving vacation pay or compensatory vacation time off for hours worked during the vacation.

Section 7. No employee shall be permitted to take vacation which shall include both Christmas Day and New Year's except for those employees specified in Article 21, Section 6 "Holidays". This restriction shall not apply to employees assigned to units which are closed on one or both of these holidays.

Section 8. The Employer shall have the employee's vacation paycheck twenty-four (24) hours prior to the time the employee is scheduled to take vacation, provided the employee requests, in

writing, such check at least two (2) weeks in advance of her/his vacation.

Section 9. No bargaining unit employee shall suffer the loss of any seniority or benefits, which would otherwise accrue while said employee is on an approved vacation.

Section 10a. One or more holidays or personal days may be taken in conjunction with the employee's vacation at the discretion of the Nursing Management.

Section 10b. An employee who calls in sick on his/hers scheduled work day before or after vacation must provide proof of illness satisfactory to the Hospital or they will not be paid for the sick day.

Section 11. Part-time employees shall bid against other part-time employees and full-time employees shall bid against other full-time employees for available vacation time off. Bargaining unit seniority will prevail within the nursing unit and on the shift.

Section 12. Employees can go up to two (2) weeks in the negative of their regularly scheduled work hours. (This includes all paid time off). Vacation time taken in excess of the amount accrued is an advance of wages and must be paid back to the Hospital when employment terminates. The Hospital shall have the right to make a deduction from the final pay check(s) of a terminating employee for vacation time taken in excess of the amount accrued.

ARTICLE 21 – HOLIDAYS

Section 1a. Regular full-time employees shall be entitled to the following paid holidays within each contract year:

New Year's Day
Labor Day
President's Day
Thanksgiving Day
Memorial Day
Independence Day
Christmas Day

The 11:00 p.m. to 7:10 a.m. shift will celebrate all holidays on the eve of the Holiday. 12-hour shifts shall commence from 7:00 p.m. on the eve of the Holiday, until 7:10 p.m. the day of the Holiday.

Section 1b. In departments/units operating on a seven (7) day schedule, the holiday is observed on the actual holiday. In departments/units operating on a Monday-Friday schedule, the holiday is observed on either Monday or Friday, as designated by the Employer.

Section 1c. In departments who take call on holidays and weekends, the person on call on the actual holiday only will receive the holiday on call rate, not the person on call on the designated holiday.

Section 2a. Holiday Entitlement - If a holiday falls on a full-time employee's regularly scheduled day off, the employee shall be granted an additional day off at the regular compensation rate within sixty (60) days before or after the holiday.

Section 2b. If a holiday falls during a full-time employee's vacation, s/he shall be granted an additional day off.

Section 2c. Holidays falling within a period of paid absence will entitle the employee to holiday pay for such holiday.

Section 3. Holiday Pay or Equivalent Time Off - A regular full-time employee or a regular part-time employee who works on any of the holidays listed in Section 1 of this Article shall be granted a day off at the regular compensation rate within sixty (60) days before or after the holiday worked. In addition, all regular full-time and regular part-time employees who work any of the holidays listed in Section 1 of this Article will be paid at the rate of time and one-half (1 ½) for all hours worked on the holiday. Per Diem employees will be paid at time and one-half (1 ½) for working Thanksgiving, Christmas, and New Years and one of the summer holidays but will not receive a day off for working a holiday.

Section 4a. Each regular full-time employee may be required to work fifty percent (50%) of all holidays listed in Section 1 of this Article. Holidays will be paired as follows:

- a. Christmas Day/New Year's Day
- b. Thanksgiving Day/Labor Day
- c. Independence Day/Memorial Day
- d. Any remaining holiday

Section 4b. Christmas Day and New Year's Day will be rotated each year. Thanksgiving Day and Labor Day will be rotated each year. Seniority shall govern in the selection of the remaining holidays. Employees scheduled to work on any holiday may trade that holiday with any employee not scheduled to work, provided their skills are similar. Such trade of the holiday(s) shall count as the originally scheduled employee's committed holiday, but shall not count as the volunteer replacement's committed holiday.

Section 5a. Regularly scheduled part-time employees who work:

.7 FTE's or more may be required to work four (4) holidays:

1. Christmas or New Year's Day
2. Thanksgiving Day or Labor Day
3. Independence Day or Memorial Day
4. Any remaining holiday

.6/.5 FTE's may be required to work three (3) holidays:

1. Christmas or New Year's Day
2. Thanksgiving Day or Labor Day
3. Independence Day or Memorial Day

.4 FTE's may be required to work two (2) holidays:

1. Christmas or New Year's Day
2. Thanksgiving Day, Labor Day, or Independence

Day

Section 5b. Per diem employees may be required to work one (1) major winter holiday each year (Christmas, New Years Thanksgiving Day), and one major summer (Memorial Day, Independence Day, Labor Day) holiday on a rotating basis. No per diem employee will be rotated off a holiday until all full-time and part-time employees are offered to rotate off based on seniority. Employees scheduled to work on any holiday may trade that holiday with an employee not scheduled to work provided their skills are similar. Such trade of the holiday(s) shall count as the employee originally scheduled as having worked as scheduled but shall not count as the volunteer replacement working on that day. Volunteering to work on a holiday for which the employee was not scheduled does not satisfy the employee's obligation to work her/his scheduled holiday.

Section 6.

Employees with twenty (20) years or more of service shall not be required to work on the Christmas Day holiday or the New Year's Day holiday, except as set forth below. Employees not scheduled to work on Christmas Day or New Year's Day who volunteer to work the day will be paid a three hundred dollar (\$300.00) bonus, in addition to their regular holiday pay. If there are not enough volunteers to cover a unit or units, employees will be mandated to work in reverse order of seniority on a rotating basis and will be paid the three hundred dollar bonus. As of 1/01/2010 the number of nurses with 20 or more years of service (as defined above) will be established and will serve as a cap for the purposes of the number of nurses not required to work on either the Christmas or New Years' holiday(s). Thereafter when a nurse from the capped number leaves employment, seniority will dictate the next nurses with 20 or more years of service to move into the group without a Christmas or New Years' holiday requirement.

Section 7. Employees assigned to units that are normally closed on holidays are not required to work on such holidays.

Section 8. In order to be eligible for a holiday, [i.e.; time and one-half (1½) plus the holiday day back] the employee must work her full regularly scheduled shift immediately preceding and following the holiday. If an employee does not work her regularly scheduled shift immediately preceding and following the holiday, she shall be entitled to time and one-half (1½) for the holiday worked without the holiday day back.

Section 9. Working the holiday supersedes working the weekend. If a holiday falls on a weekend that is not an employee's typical weekend to work but it is their holiday to work, they shall be required to work the holiday.

Section 10. Holiday time taken in excess of the amount accrued is an advance of wages and must be paid back to the hospital when employment terminated. The Hospital shall have the right to make deductions from the final pay check(s) of a terminating employee for holiday time taken in excess of the amount accrued.

ARTICLE 22 - SICK LEAVE

Section 1. In the event of illness or injury to the employee only:

a. New full-time employees hired after December 11, 2017 will accrue sick time on a total yearly allowance of seventy-two (72) hours. Prorated for newly hired part-time employees to reflect above.

b. Employees hired prior to or on December 11, 2017: regular full-time employee shall be granted up to one (1) paid sick leave day per month for each month worked for the Employer after completion of sixty (60) actual working days or three (3) calendar months from date of hire whichever comes first. Any employee who has been absent on sick leave for a period of three (3) or more consecutive days must provide a certification from a licensed physician or nurse practitioner, certifying the employee's illness.

Section 2. Sick leave for regular full-time employees may accumulate up to a maximum 2080 hours if not used, and be carried over from year to year.

Section 3. Sick days will be paid at the employee's regular rate of pay inclusive of a shift differential.

Section 4. Employees who are unable to report to work due to illness or injury must notify the Nursing Office as far in advance as

possible but at least two hours before the start of any shift unless there is an emergency situation that prevents the employee from calling. A day shift is one that starts before noon (12:00 p.m.).

Section 5. The policy of reporting illness or injury on the job to the immediate supervisor shall be continued as in the past.

Section 6. Full-time employees who have a perfect attendance record for the entire calendar year (January 1 through December 31) shall receive a perfect attendance bonus of four hundred dollars (\$400.00) for such perfect attendance.

Section 7. Any bargaining unit employee who becomes ill on duty will be paid his/her entire shift after working one-half of his/her shift without any deduction from his/her sick time bank.

Section 8. Sick time may be taken before accrued (not to exceed 1 years' accrual) after first calendar year of full time employment.

Section 9. Sick time taken in excess of the amount accrued is an advance of wages and must be paid back to the hospital when employment terminates. The Hospital shall have the right to make deductions from the final pay check(s) of a terminating employee for sick time taken in excess of the amount accrued.

Section 10. The parties agree that all provisions of the City of Passaic paid sick leave ordinance shall not apply to employees covered by this agreement.

ARTICLE 23 - PERSONAL DAYS

Section 1.

New full time employees hired after December 11, 2017 will accrue personal days at the rate of three (3) 7.5 hour days (twenty-

two and a half (22.5) hours) per calendar year (.86 accrued per pay period.) Employees hired prior to or on December 11, 2017 will, effective January 1, 2018, accrue personal days at the rate of five (5) 7.5 hour days (37.5 hours) per calendar year. 1.44 hours per pay period based on a 7.5-hour day for employees hired prior to or on December 11, 2017. Pro rate for part-time employees.

Section 2. Personal days will be requested in the same manner and time frames as all other time off. Approval shall not be unreasonably withheld. Personal days may be taken in one (1) hour blocks or as full workdays and shall be taken in the year in which accrued. If personal days are requested and not granted by the employee's immediate supervisor, one (1) 8-hour; one (1) 10-hour; or one (1) 12-hour day may be carried over into the next calendar year. Any and all requests to carry over must be made in writing.

Section 3. Personal days needed after the time off requests are submitted, shall be requested as far in advance as possible. Such requests shall not be unreasonably denied.

Section 4. Personal-time taken in excess of the amount-accrued is an advance of wages and must be paid back to the hospital when employment terminates. The Hospital shall have the right to make deductions from the final pay check(s) of a terminating employee for personal time taken in excess of the amount accrued.

ARTICLE 24 - PHYSICAL EXAMINATIONS

Section 1. The Employer shall provide for the following physical examinations of each bargaining unit employee on an annual basis:

1. Annual Mantoux (PPD) test on employees who have previously tested negative.

2. Annual mammography if not covered by insurance.
3. Annual EKG for nurses over forty-five (45) years if not covered by insurance.
4. Annual CBC and CMP if not covered by insurance.
5. Any test mandated by law.

All the above tests, except Mantoux or any test mandated by law, are optional by the employee, not mandatory.

Section 2. In the event the Employer requires additional examinations, other than that set forth above, of bargaining unit employees, the Employer shall be responsible for the cost of the same.

Section 3. If said bargaining unit employee chooses, examinations as set forth in this Section of the Agreement may be done by a private physician or nurse practitioner, and the employee shall pay the full cost of said private examination.

ARTICLE 25 - MEDICAL INSURANCE

Section 1A. Eligible employees may enroll in the Hospital provided medical plans. In order to be eligible to enroll in a medical insurance plan, an employee hired on or before December 11, 2017, must be regularly scheduled to work at least thirty-seven and one-half (37.5) hours per pay period.

Section 1B. Full-time employees hired after December 11, 2017, must be regularly scheduled to work sixty (60) hours per pay period.

Section 1C. Part-time employees hired after December 11, 2017, must be regularly scheduled to work forty (40) hours per pay period.

Section 1D. Employees hired before or on December 11, 2017, whose employment status changes will be subject to the coverage requirements for employees hired after ratification upon their change in employment status. The contribution for health insurance is set forth in Appendix B.

Section 1E. Under current law, eligible per diems can enroll in the Value Plan pursuant to the terms of that Plan.

Section 1F. New employees who waive insurance coverage will receive a bonus of \$50.00 a month for waiving employee coverage and an additional \$40.00 per month for waiving spousal coverage. The above amounts are applicable to current employees only after the current enrollment period and the employee must show proof of coverage, i.e., comparable coverage elsewhere to get the stipend annually.

Section 2. In no event, however, shall employees in the bargaining unit be charged more for dependent coverage than the Employer's non-union employees covered by the same medical insurance plan. Employee costs for such coverage will be as set forth on the attached Schedule "Appendix A" until 12/31/2010 thereafter any increases will be split with the Employer paying 80% and the Employee 20%

Section 3. Dental Insurance is Delta Dental and is only offered after one year of employment. All regular full-time employees and their immediate families shall be covered under the dental plan and may be required by the Hospital to contribute as set forth in Appendix A until 12/31/2010 thereafter any increases will be split with the Employer paying 80% and the Employee 20%

Section 4. For new hires, coverage will become effective on the first of the month following ninety (90) days of employment except the dental insurance shall become effective the first of the month following one year of continuous service. When an employee's status changes from being ineligible for insurance coverage to being eligible for insurance coverage, insurance will be effective on the first of the month following the change in status. If an employee is on worker's compensation benefit or on a medical leave of absence the employer shall continue the above insurance coverage on the same, contribution basis as set forth in Appendix A, whichever is applicable, for up to three (3) months from the date the employee commences his/her leave.

Section 5. Employees may elect to audit their hospital bills and report any evidence of errors to the Hospital. Employees will receive five (5%) percent of any amount if recovered due to a billing error, once identified, confirmed and collected.

Section 6. The Hospital has the right to change insurance carriers, or become self-insured provided the coverage obtained is same or comparable to the current level of benefits.

Section 7. The Hospital may require a second surgical opinion prior to providing coverage.

Section 8. The parties agree that pre-existing conditions will be covered to the extent required by law.

Section 9. Preferred Provider Organization (PPO) and/or other Managed Care Program(s). The Hospital may establish a PPO and/or other Managed Care programs. In the event that the Hospital does establish such programs, the parties will meet to discuss the impact and/or implementation of such a Program(s), at

the request of either party. Employee participation, if such a PPO and/or Managed Care Program is established, shall be voluntary.

Section 10. Employees shall have the option of participating in the Employer's flexible spending accounts (FSAs) in accordance with Section 125.

ARTICLE 26 - LIFE INSURANCE, OTHER INSURANCE & PENSION PLAN

Section 1. The Employer shall continue to provide, at its entire cost and expense, life insurance and accidental death and dismemberment insurance on the life of each full-time employee covered by this Agreement upon expiration of the probationary period in accordance with the terms and conditions of the Plan. The life insurance amount is one (1) times base salary, rounded to the nearest \$1,000.00, subject to a maximum of \$100,000.00.

Section 2. All regular part-time employees hired prior to or on December 11, 2017, shall be entitled to group life insurance and accidental death and dismemberment insurance in the amount of \$5,000.00 in accordance with the terms and conditions of the plan. Part-time employees hired after December 11, 2017, are not entitled to life or accidental death and dismemberment insurance.

Section 3a. The Employer shall continue the current temporary State disability benefit plan for all bargaining unit employees.

Section 3b. Employees will be permitted to supplement temporary state disability benefits with accrued sick time at the employee's option.

Section 4. The Employer shall participate in the pension plan with the IUOE Multi-Employer Central Pension. Effective the first full

payroll period after August 15th, 2015, employees covered under the collective bargaining agreement will receive \$.25 per hour increase, to \$2.20 (two dollars and twenty cents) to their pension fund (up to an annualized calendar year maximum per employee of 2080 hours of paid time).

Effective the first full payroll period after August 15th, 2016, employees covered under the collective bargaining agreement will receive \$.25 per hour increase, to \$2.45 (two dollars and forty five cents) to their pension fund (up to an annualized calendar year maximum per employee of 2080 hours of paid time).

The adjustments will be made on the nearest payroll date to the forgoing dates either before or after.

Section 5. Employees shall be eligible to participate in the Employer's 401 (k) plan.

Section 6. The Employer shall continue to provide, at its sole cost and expense, malpractice insurance covering each bargaining unit employee.

Section 7. Worker's Compensation shall be provided by the Employer as required by law.

Section 8. The Employer shall continue its practice of referring employees who desire to purchase auto insurance at a discount to its insurance carrier if such insurance is available from such carrier at a discount.

Section 9. SMH is not obligated to provide Long Term Disability Insurance to employees but will continue to deduct for employees who wish to purchase such coverage from outside vendors at their own expense.

ARTICLE 27 - WAGES

Section 1a. Effective the first full pay period after August 15, 2017, regular full time and part-time employees will receive a 2% wage increase retroactive to the first full pay period after August 15, 2017, as set forth in Wage Guide A.

Section 1b. Effective the first full pay period after August 15, 2018, regular full time and part-time employees will receive a 1.75% wage increase, as set forth in Wage Guide B.

Section 1c. Effective the first full pay period after August 15, 2019, regular full time and part-time employees will receive a 1.75% wage increase, as set forth in Wage Guide B.

Section 1d. Per diem employee wage rates will be adjusted \$0.75 year 1, 1.75% year 2 and 1.75% year 3.

Section 2. New Hires - the Hospital shall have the right to hire at a rate not to exceed and including the twenty-fourth (24) step on the wage schedule above, provided that the new employee possesses one (1) year of relevant experience for every one (1) year of service on the guide. Experience prior to any lapse greater than three consecutive years will not be credited.

Section 3a. National Certifications differentials in an employee's primary area of practice are paid in addition to the base hourly rates listed above in the amount of fifty cents (\$.50) per hour. Such differentials shall be effective upon receipt by the employer of proof of certification.

Section 3b. Employees shall be eligible to receive one (1) National Certification differential as long as the certification is in their primary area of expertise.

WAGE GUIDE A

Nursing Experience Current 8/15/2017
2%

| | | | | |
|-------|---------|---------|--|--|
| 0-1 | \$31.05 | \$31.67 | | |
| 1-2 | \$31.50 | \$32.13 | | |
| 2-3 | \$31.95 | \$32.59 | | |
| 3-4 | \$32.42 | \$33.07 | | |
| 4-5 | \$32.89 | \$33.55 | | |
| 5-6 | \$33.34 | \$34.01 | | |
| 6-7 | \$33.79 | \$34.47 | | |
| 7-8 | \$34.26 | \$34.95 | | |
| 8-9 | \$34.73 | \$35.42 | | |
| 9-10 | \$35.20 | \$35.90 | | |
| 10-11 | \$35.65 | \$36.36 | | |
| 11-12 | \$36.11 | \$36.83 | | |
| 12-13 | \$36.56 | \$37.29 | | |
| 13-14 | \$37.04 | \$37.78 | | |
| 14-15 | \$37.51 | \$38.26 | | |
| 15-16 | \$37.96 | \$38.72 | | |
| 16-17 | \$38.41 | \$39.18 | | |
| 17-18 | \$38.88 | \$39.66 | | |
| 18-19 | \$39.35 | \$40.14 | | |
| 19-20 | \$39.81 | \$40.60 | | |
| 20-21 | \$40.26 | \$41.07 | | |
| 21-22 | \$40.72 | \$41.53 | | |
| 22-23 | \$41.19 | \$42.01 | | |
| 23-24 | \$41.65 | \$42.48 | | |

| | | | | |
|-------|---------|---------|--|--|
| 24-25 | \$42.10 | \$42.94 | | |
| 25+ | \$42.43 | \$43.28 | | |

Section 4a. Regular full time and part-time employees covered under this agreement whose anniversary date is between August 15, 2017 and December 31, 2017 will receive a step on the existing Wage Guide A retroactive to their anniversary date.

WAGE GUIDE B

| | | <u>8/15/2018</u> | <u>8/15/2019</u> |
|----|-----------------|------------------|------------------|
| | <u>1/1/2018</u> | <u>1.75%</u> | <u>1.75%</u> |
| 0 | \$34.05 | \$34.65 | \$35.25 |
| 1 | \$34.25 | \$34.85 | \$35.46 |
| 2 | \$34.45 | \$35.05 | \$35.67 |
| 3 | \$34.67 | \$35.28 | \$35.89 |
| 4 | \$34.89 | \$35.50 | \$36.12 |
| 5 | \$35.09 | \$35.70 | \$36.33 |
| 6 | \$35.29 | \$35.91 | \$36.54 |
| 7 | \$35.51 | \$36.13 | \$36.76 |
| 8 | \$35.73 | \$36.36 | \$36.99 |
| 9 | \$35.95 | \$36.58 | \$37.22 |
| 10 | \$36.40 | \$37.04 | \$37.69 |
| 11 | \$36.86 | \$37.51 | \$38.16 |
| 12 | \$37.31 | \$37.96 | \$38.63 |
| 13 | \$37.79 | \$38.45 | \$39.12 |
| 14 | \$38.26 | \$38.93 | \$39.61 |
| 15 | \$38.71 | \$39.39 | \$40.08 |
| 16 | \$39.16 | \$39.85 | \$40.54 |
| 17 | \$39.63 | \$40.32 | \$41.03 |

| | | | |
|-----|---------|---------|---------|
| 18 | \$40.10 | \$40.80 | \$41.52 |
| 19 | \$40.56 | \$41.36 | \$42.09 |
| 20 | \$41.01 | \$41.73 | \$42.46 |
| 21 | \$41.47 | \$42.20 | \$42.93 |
| 22 | \$41.94 | \$42.67 | \$43.42 |
| 23 | \$42.40 | \$43.14 | \$43.90 |
| 24 | \$42.85 | \$43.60 | \$44.36 |
| 25+ | \$43.18 | \$43.94 | \$44.70 |

Section 4b. Effective January 1, 2018, regular full and part-time employees covered under the collective bargaining agreement will receive their step on their anniversary date in 2018, per Wage Guide B.

Section 4c. In 2019, regular full time and part-time employees covered under the collective bargaining agreement will receive a step in 2019 on their anniversary date per Wage Guide B.

Section 4d. Regular full time and part-time RNs above the top step receive \$.40 in lieu of step.

ARTICLE 28 - WEEKEND WORK

Section 1. Regularly scheduled full-time eight (8) hour employees may be required to work twenty-four (24) weekends per year, in a steady alternating weekend schedule, (i.e., one weekend on and one weekend off). If an employee is out on a scheduled weekend or weekend day, s/he must make up that weekend or weekend day within sixty (60) days of such an absence. Employees will not be required to make up weekends when they are off for vacation, but they are nevertheless required to work their twenty-four (24) weekends per year.

Section 2. The regularly scheduled employees who work .8 FTE or more may be required to work twenty two (22) weekends per year, in a steady alternating weekend schedule, (i.e., one weekend on and one weekend off). If an employee is out on a scheduled weekend or weekend day, she must make up that weekend or weekend day within sixty (60) days of such absence. Employees will not be required to make up weekends when they are off for vacation as long as they meet their twenty-two (22) weekend obligation.

Section 3. Regularly scheduled employees who work .5 FTE but less than .8 FTE may be required to work a minimum of thirteen (13) weekends per year, in an alternating three to four weekend schedule. If an employee is out on a scheduled weekend or weekend day, she must make up that weekend or weekend day within sixty (60) days of such absence. Employees will not be required to make up weekends when they are off for vacation as long as they meet their thirteen (13) weekend obligation.

Section 4. Regularly scheduled employees who work .4 FTE but less than .5 FTE may be required to work a minimum of eleven (11) weekends per year, as per mutual agreement. If an employee is out on a scheduled weekend or weekend day, s/he must make up that weekend or weekend day within sixty (60) days of such absence. Employees will not be required to make up weekends when they are off for vacation as long as they meet their eleven (11) weekend obligation or the amount they mutually agreed to.

Section 5. Weekend work for all employees will be considered work done from 7:00 a.m. Saturday through 7:00 a.m. Monday.

Section 6. Any employee who works on a weekend as defined in Section 5 above will be paid at the rate of two dollars and fifty

cents (\$2.50) an hour for all hours worked, in addition to their base rate per hour during weekends worked.

Section 7. Nurses who work in areas that are not normally open on weekends will not be scheduled to work weekends in other areas of the hospital.

Section 8. Any employee who is working on a regular weekend schedule, and whose weekend schedule is switched, will be given at least two (2) weeks advance notice of such switch. The employee switch shall be done in inverse order of seniority on the affected weekend.

ARTICLE 29 - SHIFTS/SHIFT DIFFERENTIAL

Section 1. The present shifts of 7:00 a.m. to 3:10 p.m., 3:00 p.m. to 11:10 p.m., and 11:00 p.m. to 7:10 a.m. shall be continued. However, this shall not be construed to prohibit the Hospital from continuing and/or instituting starting times other than the foregoing. Alteration of normal workdays and workweeks to permit experimentation with other systems of scheduling work time will be permitted. However, prior to the establishment of such shifts, the Employer shall give at least two (2) weeks advance notice to the Union and upon request meet with the Union and negotiate on the implementation of such shifts.

Section 2. Nurses will be hired for steady shifts on a regular full-time or regular part-time basis.

Section 3. Shift differential is defined as the premium pay awarded to those employees covered by this Agreement, working what is commonly known as the evening and/or night shift.

Section 4a. Employees who work the evening shift shall receive a differential of two dollars and fifty cents (\$2.50) per hour in addition to the regular base pay.

Section 4b. Employees who work the night shift shall receive a differential of three dollars (\$3.00) per hour in addition to the regular base pay.

Section 5. Employees shall receive a shift differential if they are regularly assigned to work into the shift to which the differential applies, or if they work two (2) hours or more of overtime into the shift to which the differential applies. Differential pay shall only apply to the hours which extend into the differential shift. However, employees who are assigned to the night shift shall receive the night shift differential for all hours worked.

Section 6. The parties have agreed to implement the shifts and shift conditions set forth in Article 49, "Twelve (12) Hour Shift Conditions" and Article 50, "Ten (10) Hour Shift Conditions".

ARTICLE 30 - SHIFT CHANGE & JOB POSTINGS

Section 1. All shift changes, unit transfers, vacancies, protocols and newly created positions within the bargaining unit will be posted seven (7) consecutive days excluding weekends and holidays, on the bulletin board, with a copy provided to the union. Posting(s) must be dated and shall include the minimum qualifications for the position and FTE equivalent. If the position remains unfilled, the posting shall be repeated until the position is filled. All persons that are interested in the job are encouraged to file a bid for the job with the Coordinator of Recruitment and Retention. The name of the successful bidder will be posted, and a copy sent to the Local. The unsuccessful bidder will be notified within ten (10) days. The appropriate nurse executive will, upon

request, meet with any employee who was denied the job and advise the reason for the denial.

Section 2. Presently employed nurses will be given first preference for all bargaining unit jobs.

Section 3. The Hospital may post and advertise the position at the same time, but nurses employed at the Hospital will have preference over non-employees.

Section 4. Where two or more employees are under consideration for shift change, unit transfer, vacancies, newly created positions and protocol applications, and the applicants are relatively equal, the Employer shall grant the position to the employee with the greatest bargaining unit seniority. Disputes under this Article shall be subject to the grievance and arbitration provisions of this Agreement.

Section 5. All shift changes, unit transfers, vacancies, newly created positions, and protocol applications should be completed expeditiously, if possible within thirty (30) days. However, in no event shall such a change as outlined above exceed sixty (60) days of said approved shift change, unit transfer, etc.

Section 6. Employees whose applications for any of the Section 5 changes or positions that are approved shall be notified in writing within five (5) week days of such approval.

Section 7. Employees who have successfully bid on an open position under this Article may not place a bid on another position until three (3) months after starting a new position, unless said employee obtains prior permission from the Employer to bid. New employees may not bid on another position until they have been employed six (6) months.

Section 8. An employee who is transferred to a new unit/area or job shall serve a transitional period of 240 actual hours of work or six (6) calendar weeks, whichever comes first.

The employee may be removed from the new job during the transition period based on a unit-based competency checklist. If the employee is removed from the new job during the transition period, s/he shall be returned to her/his former position. An employee will not be discharged during the transition period without just cause.

**ARTICLE 31 - TUITION REIMBURSEMENTS &
CERTIFICATION REIMBURSEMENT**

Section 1a. Regularly scheduled full-time employees shall receive financial reimbursement up to \$3,500.00 if going for a matriculating nursing degree program on a Bachelor's or Master's level. Reimbursement is limited to tuition. Employees applying for Master's level reimbursement must be employed for one year before being eligible.

Section 1b. Employees shall be reimbursed under the terms of this Article, up to a maximum of three hundred dollars (\$300.00) combined total for the costs incurred in taking a National Certification Examination, Recertification Examination, or preparatory course. In order to obtain reimbursement for either the examination or the course the Certification Examination must be passed.

Section 1c. Employees will only be reimbursed for certifications that have been approved by the appropriate nurse executive and must be in the employee's area of practice.

Section 2. Employees shall receive a full refund for a passing grade. A passing grade is "C" or better.

Section 3. Regular part-time employees of .5 FTE status shall receive 50% of this tuition reimbursement benefit.

Section 4. The Employer shall reimburse the employee for the credits as set forth in this Article, within thirty (30) days of the presentment to it of the grades of the employee, by separate check and without deductions for withholding taxes, social security taxes and the like. All tuition bills must be submitted to the Human Resources Department at the Hospital on a semester basis and within ninety (90) days of the closing of the semester or receipt of grade. Failure to submit these tuition bills on time may result in forfeiture of reimbursement under this Article.

Section 5. If an employee is enrolled in a course prior to employment at the Hospital, s/he will not be paid for courses during that period, but will be reimbursed if s/he started school during her/his probationary period. On completion of the probationary period, s/he will be reimbursed.

Section 6. Employees, who avail themselves of the tuition reimbursement provided for in this Article, shall remain in the employ of the Hospital for a period of one (1) year after the completion of a course for which tuition reimbursement has been paid. Any employee who fails to meet this service commitment shall reimburse the Hospital pro rata for the amount of tuition reimbursement received for that course(s). The service commitment shall not apply to layoffs, discharge, or disability retirements.

**ARTICLE 32 - EDUCATION DAYS; IN-SERVICE
EDUCATION & ORIENTATION**

Section 1. Annually, each full-time bargaining unit employee shall be entitled to two (2) guaranteed paid education days of eight (8) straight-time hours, for each 8-hour employee, ten (10) straight-time hours for each 10-hour employee, and twelve (12) straight-time hours for each 12-hour employee. Annually, each part-time employee regularly scheduled to work .5 FTE or more shall be entitled to one (1) guaranteed paid education day of eight (8) straight-time hours for each 8-hour employee, ten (10) straight-time hours for each 10-hour employees and twelve (12) straight-time hours for each 12-hour employee. These days shall be scheduled with the Nursing Office. Education days shall not be allowed to accumulate, and if not used shall be waived.. Nothing shall prevent the Employer from sending a regular part-time nurse to a seminar. When requested, education days cannot be unreasonably denied. Per diem employees are not eligible for education days, but will continue to be paid when the education program is required. The hospital agrees to pay one hundred percent (100%) of the registration fee of any approved course by the appropriate nurse executive subject to a maximum of three hundred and fifty dollars (\$350.00) per nurse per year.

Section 2. The Employer will conduct in-service education programs for the betterment and continued update of current nursing practices, and offer programs for all three shifts. In the event that such a program is scheduled on an employee's time off, and the employee is requested to attend, the employee will attend and will be paid at the rate of time and one-half (1½) for the hours spent. If the Nurse Manager does not require the employee to return to work, the employee will be paid for the remainder of the shift. If the employee is asked to return to work but is unable to do so, s/he may opt to take the remaining time as benefit time.

Section 3. Except in unusual circumstances, the posting of the schedules of in-service educational programs will be done at least one (1) week prior to the scheduling of said program.

Section 4. Nothing herein shall affect the existing practice whereby employees from time to time are requested by management to take certain courses at Hospital expense.

Section 5. There shall be a planned orientation program for all new nurses. While the content of the program is determined by the Hospital, it shall include CPR and a standard IV course. The appropriate nurse executive will assure that new nurses receive appropriate orientation to the health care facility, including specific orientation programs to clinical areas and individual responsibilities. Orientees shall not be floated.

Section 6. Continuing Education, In-Service, and Specialized Training shall be provided to all employees whenever new equipment or methods are introduced to the facility. Whenever such new equipment is being introduced and the Hospital has prior knowledge of such introduction, the methods and new equipment shall be shown to employees prior to the implementation of such equipment.

ARTICLE 33 - NURSING PRACTICES

Section 1a. The primary function of nursing is the care of the patient including support of patients' family members and significant others.

Section 1b. In the interest of high quality patient care, the parties agree that it is in the Hospital's, the employees' and the patients', interest to maximize the utilization of graduate and

registered nurses in nursing functions and to minimize their use in non-nursing functions. Nurses covered by this Agreement will not be required to perform functions, unless required by patient care needs, provided by the following departments: housekeeping, maintenance, laundry, dietary, clerical, patient transport and allied health auxiliary services. In addition, nurses will not perform any of the following listed non-nursing functions:

- a. Wash beds or other furniture, wipe walls.
- b. Mop floors, clean up vomit or feces, or other substances on the environmental surfaces, empty garbage cans.
- c. Carry full or three-quarter full linen bags and/or put them down the laundry chutes.
- d. Move beds or other furniture.
- e. Transport cadavers.
- f. Transport blood, urine and/or other specimens.
- g. Assemble, remove, or carry orthopedic equipment.

Section 2. No registered nurse shall be in charge of a unit while on probation unless a structured orientation to the charge position has been completed.

Section 3a. In charge - the in-charge nurse, regardless of shift, will receive one dollar and seventy five cents (\$1.75) per hour differential for time spent as the in-charge nurse after December 11, 2017. If there is only one RN, s/he automatically will be designated in-charge. If there are two (2) or more RN's, the Nurse Manager will appoint the in-charge RN.

Section 3b. There shall be a Charge Nurse on all units, on all three (3) shifts. Notwithstanding the foregoing, a Charge Nurse will not be designated on the following units: Case Management,

and Minor Surgery. A Charge Nurse will be designated on the following units in the absence of the Nurse Manager in accordance with current practice: Cardiac Catheterization Lab, Cardiac Rehab, OR, Hemodialysis and Radiology.

Section 4. Floating is defined as the assignment of a nurse to a patient care unit other than the one to which s/he is normally assigned. Nurses will not be required to float to a unit outside their area of expertise as listed below. Nurses will not be required to take charge in a unit to which they have not been oriented. Nurses who are floated to an unfamiliar unit will not be expected to perform duties which they reasonably would not be able to perform. Floating shall be in the following blocks:

| | |
|-------------------------------|---|
| 1. Medical/Surgical | |
| Medical/Surgical Telemetry | With basic EKG course, basic arrhythmia course, ACLS and respiratory course |
| Medical-surgical Chemotherapy | Basic EKG course and approved Chemotherapy courses |
| 2. Maternal/Child Health | |
| | Within its own block. Floating between units shall be based on competencies And orientation. |

| | |
|--|---|
| 3. Pediatrics | |
| | All Pediatric nurses may be floated to the nursery or to post partum when pediatrics is closed. All but one may be floated when the census is below five (5) |
| 4. Perioperative Services | |
| OR/Pre-Op Holding/Minor Surgery | |
| 5. SDS/Pre-Admission testing/Endo Admit and Recovery | |
| SDS Pre-Admission Testing, Endo Admit & Recovery | |
| 6. Cardiac Cath Lab/EP-PCU/PACU with proper orientation | |
| *See Article 51 | |
| 7. | |
| ICU/PCU-PAC | In addition to float block ICU/PCU are responsible for holding ICU |
| *See Article 51 | patients held in the Emergency Room. PACU are responsible for holding ICU/PCU patient in PACU. |
| 8. | |
| Psychiatric with appropriate orientation and competencies. | |

The following units do not float, except as provided in Section 6, unless the individuals volunteer to do so:

| | Unit | Comment |
|---|-----------|---------|
| | | |
| 1 | Radiology | |

| | | |
|---|----------------------------|--|
| 2 | Emergency Department | |
| 3 | Cardiac Rehabilitation | |
| 4 | Hemodialysis | |
| 5 | Clinics & Outpatient Units | |
| 6 | Case Managers | Case Managers are not restricted as to where they perform their functions. |

Employees may volunteer to float out of their float blocks if competent. Employees may volunteer to become competent to float out of their float blocks.

The parties agree to continue their discussions, through a joint labor-management committee, to find ways to reduce multiple floating and to notify employees of the need to float as early in the shift as possible.

Section 5. In the event that floating is required (as specified in Section 4), employees shall be floated in the following order:

1. Volunteers
2. Available time (employees who are over their committed time). Nurses on available time will float on a rotating basis by inverse seniority.
3. Per Diem
4. If no one is on available time then all employees will float on a rotating basis by inverse seniority.

A log of float rotation shall be kept on each unit.

Section 6. For the purposes of floating, in addition to the above and for the Float Pool, the Hospital shall identify and post those areas and the number of cross trained positions the Employer deems are required to satisfy its staffing needs, and provided further that such assigned floating shall only occur after the completion of the required cross training.

Cross training must be offered as a condition to float to the following units, who will cover each other:

1. SDS - ENDOSCOPY
2. ICU/PCU-PACU
3. MEDICAL/SURGICAL - ER (for Medical/Surgical patients)

Additionally, the acuity staffing ratios in the Unit(s) from which the nurse is floated, will not suffer to accommodate the Unit(s) to which the nurse is floated.

Cross training shall be made available first to those within the aforesaid units who volunteer. In the event that there are insufficient volunteers, the Employer shall select nursing staff to be cross-trained in reverse order of seniority to the extent the full complement of cross-trained positions are satisfied.

The Employer reserves the right to post and establish its requirements and needs for cross training in units other than SDS/ENDOSCOPY, ICU/PCU-PACU and MEDICAL/SURGICAL - ER (for Medical/Surgical patients). However, such cross training shall be provided only to those who volunteer. An employee who satisfactorily completes the required cross training may then be floated in the order specified in Section 5.

The requisite cross training will provide a competency base, objective skills check, taking into consideration the requirements of the unit(s) and relevant standards of practice. Time frames shall be determined in accordance with the foregoing standards and factors, but in no event shall such initial cross training be for less than two (2) weeks, unless the employee, the nurse manager, the nurse educator, and the preceptor all agree. Re-orientation will be given to any employee, once cross-trained, who has not used her/his skills in the area to which they were cross-trained within the preceding six months.

Section 7. Float Pool - Without compromising any of the Employer's rights set forth above, the Employer agrees, that in the case of the Float Pool, as duly negotiated between the parties it shall offer one-fourth (1/4) of all Float Pool positions as 12-hour positions. 12-hour positions to be defined as three (3) twelve hour shifts for which thirty-six (36) hours shall be paid.

Section 8. The Union and the Hospital agree in concept to create on-call only positions and/or per diem positions with on-call responsibilities. The Union and the Hospital are to develop language to implement these positions.

Section 9a. Preceptor Program

Explanation and definition: An essential component of the orientation of new staff nurses and newly transferred employees is an experienced co-worker to facilitate the transition from new employee/transferred employee to a contributing member of the nursing staff. The goal of the preceptor program is to facilitate a smooth transition of the new staff nurse/newly transferred staff nurse (RN orientee) into a new environment by recognizing his/her individual needs. The preceptor's role is to assist the RN orientee to adjust to the organization, environment, functions, and responsibilities through a planned approach to the unit orientation.

Section 9b. A preceptor will be chosen by the Nursing Manager based on clinical competency, effective communication, interpersonal skills, and a minimum of one (1) year of service at the Hospital. Once an employee completes preceptor training s/he may not refuse a preceptor assignment unless s/he has a good reason to do so. If there is more than one (1) preceptor in each unit, the preceptor assignments will be rotated among qualified staff.

Section 9c. All preceptors will attend one (1) full day of training. This training will include adult learning theory, communications skills, motivation, stress management, performance evaluation, and the role of the preceptor.

Section 9d. Preceptor differential for Registered Nurses during the time that they are orienting shall be two dollars (\$2.00) per hour for time after December 11, 2017. If it is the preceptor's turn to float to another area, both the preceptor and the orientee will float together. Preceptors and orientees will work the same schedules as much as feasible during the orientation period. No employee shall have her/his scheduled weekend changed as a result of serving as a preceptor.

Section 9e. The orientee will not be counted as patient care staff during her/his orientation period. The orientation program length is variable depending on the orientee's needs and progress.

ARTICLE 34 - WORKING OUT OF TITLE

Employees who are requested by the Employer to perform functions normally assigned when working in a title which is supervisory and which is outside the bargaining unit, or if in the bargaining unit would receive a higher rate of pay, shall receive a

differential of ten percent (10%) of their hourly base pay or minimum rate for the job out of title, whichever is greater, for each hour they are required by the Employer to perform said function(s), if the regular supervisory person is out of the Hospital facility. In the event that said employee is entitled to overtime pay, holiday pay or shift differential pay as defined in this Agreement during the period that s/he is working out of title, s/he shall receive the additional pay for those hours that s/he worked out of title.

ARTICLE 35 - LEAVE OF ABSENCE

Section 1. Regular full-time and regular part-time employees who have completed six (6) months of service may be granted a leave of absence for good reason without pay or other benefits. Seniority shall continue to accrue for the duration of a paid leave of absence and will be maintained for the duration of an unpaid leave of absence. Personal leaves of absence may be granted at the sole discretion of the Hospital. Medical leaves of absence that are not qualified for FMLA or State FMLA leave will not be unreasonably denied and may be granted as outlined in the conditions below upon submission of satisfactory proof that such a leave is required. Leave under Federal Medical Leave Act (FMLA), State FMLA or the Americans with Disabilities Act (“ADA”) will be granted in accordance with law.

While out on approved leave of absence only accrued time shall be used.

Section 2. Requests for leaves of absence, including the reasons therefore, must be made in writing to the appropriate manager as far in advance as practical, but in no event later than four (4) weeks before the requested leave, except when the leave is for medical reasons for the employee, in which case notice shall be given as

soon as the disability is known. All leaves must be approved in writing by the Hospital prior to the commencement of the leave.

Section 3. The initial leave of absence may be for up to three (3) month upon written application. Said leave may be extended for up to an additional three (3) months, subject to a maximum of six (6) months. Such extensions shall be at the sole discretion of the Hospital in accordance with law. Medical leave extensions may be granted upon provision of proof that such a leave is still required.

Section 4. An employee who fails to return to work on termination of her/his leave of absence, and who has not been granted a written extension of said leave, shall be deemed to have resigned.

Section 5. The Hospital shall have the right to require an examination of the employee by its physician, at the expense of the Hospital, upon the return to work of an employee from any leave of absence provided herein. Failure to comply with the Hospital's request shall be deemed to be a termination.

Section 6. An employee who engages in gainful employment during a leave of absence, unless approved by the Hospital in advance, will be deemed to have resigned.

Section 7. An employee will be subject to immediate dismissal for falsifying any reasons given to the Hospital for a leave of absence.

Section 8. The Hospital will provide the same position and base rate to the employee returning from a leave of absence if the leave is less than three (3) months. After three (3) months, the employee shall be returned to her/his previous position if it remains open. If not, the employee shall be returned to the most comparable position.

Section 9a. Employees who are granted an unpaid, non-FMLA leave of absence shall have health benefits continued only through the end of the month in which the leave of absence occurs. If an employee desires to have health benefits continued beyond that period, the employee must make the necessary arrangements with the Human Resources Department to continue same by paying the entire cost of the benefits in advance of the month in which coverage is desired. In the event an employee fails to make such arrangement, the benefits shall be terminated at the end of the month in which the leave of absence commences.

Section 9b. An employee on an FMLA leave shall have health benefits continued subject to the contributions set forth in Article 25.

Section 9c. When paid sick time is available, the employee may use paid sick time to supplement the entire difference between the employee's regular earnings and short-term disability payments. If the employee chooses, the employee may use paid time instead of receiving short-term disability payments, if eligible.

Section 9d. An employee on a leave of absence who uses, for the entire month, the same number of paid time hours in order to receive compensation as the employee was regularly scheduled to work prior to the leave shall have health benefits continued subject to the applicable contributions (part-time or full-time) set forth in Article 25 for the duration of the paid leave.

Section 9e. An employee on a leave of absence who uses, for the entire month, at least sixty-four (64) hours of paid time but less than the number of hours the employee was regularly scheduled to work prior to the leave, shall have health benefits continued for a maximum of twenty-six (26) weeks (including the FMLA period), subject to the contributions set forth in Article 25. However, during

the non-FMLA portion of this leave, a full-time employee shall pay the health insurance premium at the part-time premium rate.

Section 9f. No accrual of sick time except as provided by law. Other benefits may continue to accrue prorated on the hours paid by the Employer, for a maximum of twenty-six (26) weeks (including the FMLA period). However, an employee who uses the same number of paid time hours per week in order to receive compensation as the employee was regularly scheduled to work prior to the leave shall not be limited to twenty-six (26) weeks.

Section 10. Employees who are eligible for leave under the New Jersey Family Leave Act or under the Family and Medical Leave Act shall be entitled to leave consistent and in accordance with all terms, conditions, rights and obligations contained in those state and federal statutes as currently constituted or as amended, from time to time. Such leaves shall be charged against any leave entitlement in this Article, provided that notice is given to the employee that a leave is designated as Family Leave and/or Family and Medical Leave.

ARTICLE 36 - JURY DUTY

Section 1. All regular full-time and regular part-time employees who have completed their probationary period and who are called to serve as jurors will receive their regular pay, less their pay as juror, for each workday while on jury duty, which shall not include "on-call" jury time when employees are able to be at work. The receipt of a subpoena or the notice to report to jury duty must be reported immediately to the employee's appropriate Manager, and the Hospital may request that the employee be excused or exempted from such jury duty if, in the opinion of the Hospital, the employee's services are essential at the time of the proposed jury service, subject to a maximum of ten (10) working days per year.

Section 2. All full-time and regular part-time employees who are either requested by the Hospital to appear in any action to which the Hospital is a party, or which involves a claim of malpractice against the employee arising out of her/his employment with this Hospital, but not when the appearance is on behalf of any prospective, present or former employee who is an adverse party to the Hospital, shall be paid at the regular rate of pay for time spent. Each employee who receives a subpoena or request shall immediately report the same to their supervisor, who shall make the necessary arrangements for time off.

ARTICLE 37 - BEREAVEMENT LEAVE

Section 1a. Time off with pay up to three (3) working days, beginning with the day of death and ending with the day of burial of a member of the immediate family, will be granted to all regular full-time employees when there is a death in the employee's immediate family. Notwithstanding the above, the employee may request to apply bereavement leave to a period other than that identified above provided the employee requests to do so and secures prior approval from Nursing Administration. Regular part-time employees shall be granted one day off with pay when there is a death in their immediate family. Immediate family shall be defined to mean mother, father, husband, wife, brother, sister, children, grandparents, grandchildren, mother-in-law, and-father-in-law. When there is a death of an aunt, uncle, cousin, nephew, niece, and any other person not otherwise defined who resides in the same household as the employee, an emergency personal day may be requested and shall be granted.

Section 1b. If the Employer has a reasonable suspicion regarding the validity of the request, the Employer may require

documentation. The Employer agrees not to withhold payment of the bereavement time.

Section 1c. If necessary, an employee may choose to use four (4) days of paid benefit time to supplement their bereavement leave.

ARTICLE 38 - AVAILABLE TIME

Section 1a. Available time is open after the following time commitments have been met:

| | | |
|----|-----------------------|---|
| 1. | Full-time employees | 40 hours per week |
| 2. | Part-time employees | Committed hours |
| 3. | Other shift protocols | Committed hours |
| 4. | Per diem employees | One weekend per month, one major winter holiday, and one major summer holiday. These days shall be the employee's committed hours as per Article 47, Section 5. |

Section 1b. Available time will be offered in the following priority:

| | | |
|----|-----------|--|
| 1. | Part-time | At regular hourly rate of pay up to forty (40) hours/week. |
| 2. | Per Diem | At regular hourly rate of pay up to forty (40) hours/week |
| 3. | Full-time | Overtime |

| | | |
|----|-----------|-----------------------------|
| 4. | Part time | Overtime |
| 5. | Per Diem | Over forty (40) hours/week. |
| 6. | Full-time | On vacation |

Section 2a. An available timesheet will be posted with the projected four (4) week schedule, two (2) week's prior to the beginning of the next schedule.

Section 2b. The availability list will be posted for ten (10) calendar days.

Section 2c. After the ten (10) calendar days, no one may bump the approved available time.

Section 2d. Additional availability lists will be posted for available time not taken.

Section 2e. When two (2) or more employees of the same status sign up for the same available time, said time will be given to the most senior staff member of that status and pay category (straight time vs. overtime), on a rotating basis within a four (4) week time schedule.

Section 2f. Available time will be posted in the unit and bargaining unit seniority in that unit will prevail as provided for in Section 2e.

Section 2g. After the ten (10) calendar days all remaining available time will be posted in the Nursing Office with the Staffing Coordinator to be made available house wide. House wide available time will be on a first come first serve basis.

Section 3. If the available time is not filled by persons identified in the priorities set out above within seventy-two (72) hours of the scheduled time to be filled, the Hospital reserves the right to fill that vacancy with an Agency nurse. Notification must be received in the Nursing Office at least eight (8) hours prior to the start of a shift to displace an Agency nurse.

Section 4a. The priorities identified above shall apply, provided the employee who signs up for the available time is otherwise qualified to perform the work in the unit for which a vacancy is sought to be filled.

Section 4b. A commitment to work available time/available overtime is a serious commitment. Failure to report to work pursuant to the available time/available overtime commitment and without timely notification (2 hours) will result in the employee being barred from available time/available overtime for one (1) posted schedule period. The Employer may waive such action in the event the employee produces documentation as to the reason for their failure to report. Repeated occurrences may result in disciplinary action.

Section 4c. Once scheduled for overtime or available time, an employee may be canceled by the Hospital, provided they are given two (2) hours advanced notice of cancellation of set overtime/available time and the employees shall be canceled in inverse seniority on a rotating basis. If canceled with less than two (2) hours notice, the employee shall be paid a minimum of two (2) hours at the applicable rate of pay.

**ARTICLE 39 - REGULAR PART-TIME & PART-TIME
WEEKEND EMPLOYEES**

Section 1. Regular part-time employees shall be eligible for the benefits that are listed below. Per diem employees and temporary employees shall not be eligible for any benefits. Regular part-time employees shall be allowed the number of days listed below in lieu of vacation, sick leave, personal days, or any other paid time off, as paid time off (PTO) days:

For Employees hired after December 11, 2017

| FTE Status | Years of Service | | | |
|------------|------------------|-------|---------------|-------|
| | Under 15 Years | | Over 15 Years | |
| | Days | Hours | Days | Hours |
| .4 FTE | 9 | 67.5 | 11 | 82.5 |
| .5 FTE | 14 | 105 | 16 | 120 |
| .6 FTE | 15 | 112.5 | 18 | 135 |
| .7 FTE | 17 | 127.5 | 20 | 150 |
| .8 FTE | 19 | 142.5 | 22 | 165 |

For Employees hired prior to or on December 11, 2017

| FTE Status | Years of Service | |
|------------|------------------|---------------|
| | Under 15 Years | Over 15 Years |
| | | |

| | Days | Hours | Days | Hours |
|--------|------|-------|------|-------|
| .4 FTE | 11 | 82.5 | 13 | 97.5 |
| .5 FTE | 16 | 120 | 18 | 135 |
| .6 FTE | 17 | 127.5 | 20 | 150 |
| .7 FTE | 19 | 142.5 | 22 | 165 |
| .8 FTE | 21 | 157.5 | 24 | 180 |

Section 2. Regular part-time employees who use PTO days as sick days or personal days shall be governed by the rules concerning such as contained in Article 22, "Sick Leave", and Article 23, "Personal Days" respectively. Regular part-time employees who desire to use PTO days for vacation must give the nursing office two (2) weeks' advance notice in accordance with past practice, and shall bid against other regular part-time nurses for vacation selection program. PTO days which are not used in the calendar year in which earned may be carried over and accumulated for one (1) year only.

Section 3. Regular part-time employees shall also have a requirement to work Holidays and Weekends as specified in Article 21, "Holidays", and Article 28, "Weekend Work" based on their committed hours status.

Section 4a. The .2 FTE weekend employees are scheduled to work every other weekend. Such employees shall be paid on the wage scale based on experience as provided in Article 27, "Wages";

Such employees shall be paid all applicable differentials (e.g. weekend, shift);

Such employees shall be paid time and one-half for work on holidays;

Such employees shall have use of Hospital facilities as other bargaining unit employees except for employee only, not dependent;

If such employees works times other than weekends, he/she shall be paid at the per diem rate if higher than the wage scale rate.

Such employees are not eligible for medical or dental insurance or any other economic benefits.

Section 4b. The .4 FTE weekend employees are scheduled to work every weekend.

Such employees shall be paid on the wage scale based on experience as provided in Article 27, "Wages".

Such employees shall receive the same benefits as currently provided in the Collective Bargaining Agreement for .4 employees with the understanding that weekend .4 employees are scheduled to work every weekend, except when using PTO time.

Section 5. Weekend employees may be required to work Holidays if they fall on an employee's weekend to work.

Section 6. PTO time taken in excess of the amount accrued is an advance of wages and must be paid back to the Hospital when employment terminates. The Hospital shall have the right to make a deduction from the right to make a deduction from the final pay

check(s) of a terminating employee for PTO time taken in excess of the amount accrued

ARTICLE 40 - OPERATING ROOM/HEART ROOM/PACU

Section 1a. Operating Room: Regular Shifts, Monday through Friday are as follows:

6:00 a.m. to 2:00 p.m.

7:00 a.m. to 3:00 p.m.

3:00p.m. to 11:00p.m.

12 Noon to 8:00 p.m.

6:30 a.m. to 2:30 p.m.

10:00 a.m. to 6:00 p.m.

11:00 a.m. to 7:00 p.m.

11:00 p.m. to 7:00 a.m.

Operating Room nurses who are currently in positions as of the execution date of this Agreement, that do not require rotation will maintain this condition for the duration of their employment in that position. When rotation is required, it shall be done in inverse seniority on a rotating basis.

Section 1b. The above-referenced shift times may be changed after negotiations with the Union and by mutual agreement in writing.

Section 1c. Operating Room: Elective Saturday work is equitably rotated among the 6:30 a.m. to 2:30 p.m. and the 7:00 a.m. to 3:00 p.m. Operating Room staff so that one (1) nurse is scheduled every Saturday,

Section 1d. The nurse who does the elective Saturday work may elect to take a day off during the regular workweek.

Section 1e. Saturday work is 7:00 a.m. to 3:00 p.m.

Section 2. Operating Room Holding Area: Regular shifts, Monday - Friday are as follows:
6:30 a.m. to 2:30 p.m., with no weekends, no holidays, and no call.

Section 3a. Open Heart Operating Room: Regular Shifts, Monday - Friday are as follows:
7:00 a.m. to 3:00 p.m.
11:00 a.m. to 7:00 p.m.
12 Noon to 8:00 p.m.

The above-referenced shift times may be changed after negotiations with the Union and by mutual agreement, in writing.

Section 3b. Heart Room employees shall bid against other Heart Room employees for vacation time.

Section 4. Orientation: In addition to the routine orientation provided for new hires or newly transferred employees, new Operating Room nurses shall be oriented for six (6) months without Saturday work or on-call. At the completion of the six (6) month orientation, Saturday work may be assigned. Full on-call shall be assigned at the end of one (1) year of orientation.

Prior OR experience will be considered in decreasing the orientation time of new hires by mutual consent.

Section 5. PACU: Regular shifts, Monday - Friday are as follows:

Full-time Shifts:

7:30 a.m. to 3:30 p.m.
9:00a.m.to 5:00 p.m.
8:00 a.m. to 4:00 p.m.
9:00 a.m. to 7:00 p.m.
8:00 a.m. to 6:00 p.m.
11:00 a.m.to 7:00 p.m.
8:00 a.m. to 8:00 p.m.
1:00 p.m. to 11:00 p.m.
3:00 p.m. to 11:00 p.m.

Part-time Shifts:

8:00 a.m. to 4:00 p.m.
8:30 a.m. to 3:30 p.m.
9:00 a.m. to 5:00 p.m.
1:00 p.m. to 11:00 p.m.
3:00p.m. to 11:00p.m.
3:30 p.m. to 11:30 p.m.

PACU nurses who are currently in positions, as of the execution date of this Agreement, that do not require rotation, will maintain this condition for the duration of their employment in that position.

The above-referenced shift times may be changed after negotiations with the Union and by mutual agreement, in writing

Section 6. PACU Saturday Work is from 7:30 a.m. to 3:30 p.m. or 7:30 a.m. to 5:30 p.m.

Section 7a. PACU orientation shall be for three (3) months. Previous experience will be considered in decreasing the orientation time for new hires or transfers, by mutual consent.

Section 7b. On-call will be taken at the completion of the orientation.

Section 8. The Hospital may establish shifts other than those listed in Article 40, "Operating Room/Heart Room/PACU". Such shifts shall be posted according to the terms of this Agreement. If an insufficient number of employees volunteer for the newly established shifts, the Hospital may seek to hire from the outside. No established shift already provided for in this Article may be eliminated by virtue of the creation of a new shift.

ARTICLE 41 - ON-CALL

General Conditions for Endoscopy, Cardiac Catheterization Lab, Heart Room, Hemodialysis, Operating Room, PACU and PACT Team On-call: All staff members who take call will be governed by the following general terms and conditions unless specified elsewhere in this Article.

Section 1a. An employee may take on-call after successful completion of the orientation period for each department, and when demonstrating competency to assume on-call responsibilities.

Section 1b. The On-call nurse may elect to take call at home, provided s/he is no more than the following distance from the Hospital:

- a. Operating Room: Twenty (20) minutes
- b. PACU: Forty-five (45) minutes
- c. Heart Room: Twenty (20) minutes
- d. Endoscopy: Forty (40) minutes
- e. Hemodialysis: One hour (60) minutes
- f. Cardiac Catheterization Lab: Thirty (30) minutes
- g. PACT: immediate response via Hospital issued cell phone

Section 1c. The Hospital will provide adequate sleeping quarters for on-call nurses who elect to remain at the Hospital. The Hospital agrees to provide beepers for those on-call nurses who take call at home. Nurses taking in-house call shall also be provided with beepers.

Section 1d. On-call nurses will receive five dollars and-fifty cents (\$5.50) per hour for all hours actually on-call during the week. Weekend and Holiday on-call shall be six dollars (\$6.00) for time after December 11, 2017. Any nurse who is on-call shall receive time and one-half (1½) her regular rate of pay for all hours actually worked with a minimum of four (4) hours for any call-in. Additionally, the weekend differential will be paid if applicable for all hours worked.

Section 1e. Holidays: if a nurse is called into work on a holiday, s/he shall receive holiday time back in addition to the above-listed payment.

Section 1f. Any nurse who has worked four (4) hours on a call-in during the hours of 11:00 p.m. and 7:00 a.m. and is scheduled to work on the following morning, may be excused for all or part of the next scheduled shift by using accrued vacation, personal day hours or sick hours, or unpaid time by mutual agreement with the Employer. Use of sick time for this purpose will be included in the calculation of overtime.

Section 1g. Management will first seek volunteers for call. In the event there are no volunteers, on-call will be scheduled on a rotating basis among full-time and part-time staff. Per diem employees may be assigned to take 1 weekend call and 1 holiday call within a six month period. Rotation will be done by inverse seniority with the least senior rotating first. Switching of assigned

call or taking additional call may be arranged by mutual consent of the involved employees.

Section 2: The departments listed below have specific on-call provisions which only apply to their department. As such the following terms and conditions exist:

Section 2a. ***Operating Room On-call***

Section 2a(1). There shall be two schedules for On-Call. One schedule for the Operating Room and one for the Heart Room.

Section 2a(2). On-Call - Operating Room shall be Friday night 11:00 p.m. to 7:00 a.m., Saturday(s) 7:00 a.m. to 3:00 p.m. during which time the On-Call Nurse is physically present in the OR, then followed by On-Call from 3:00 p.m. to 7:00 a.m. Sunday. Sunday(s) 7:00 a.m. to 3:00 p.m. during which time the On-Call Nurse is physically present in the OR, then followed by On-Call from 3:00 p.m. to 11:00 p.m. Sunday. Additional call may be necessary from 11:00 p.m. Sunday to 7:00 a.m. Monday.

Section 2a(3). Weekend On-Call may be divided in two (2) separate shifts of 7:00 a.m. Saturday until 7:00 a.m. Sunday and 7:00 a.m. Sunday until 11:00 p.m. Sunday unless the employee is willing to be on-call for the entire weekend. Splitting the weekend On-Call shifts, if desired, is employee initiated and arranged by mutually (between the two (2) employees) arranged coverage. The Hospital is not responsible for arranging split coverage.

Section 2a(4). Weekend and Holiday On-Call shall not be assigned in conjunction with one another.

Section 2a(5). On-Call - Operating Room is equitably rotated among the 6:30 a.m. to 2:30 p.m. and 7:00 a.m. to 3:00 p.m. OR Staff.

Section 2a(6). Holiday On-Call: Operating Room: All legal holidays as defined in this Agreement, except Thanksgiving, Christmas Day and New Year's Day shall be from 7:00 a.m. to 3:00 p.m. and from 3:00 p.m. to 7:00 a.m., off premises.

On-Call for Christmas, New Year's Day and Thanksgiving Day shall be Off-Premises Call, with a beeper from 7:00 a.m. of the holiday until 7:00 a.m. the following day.

Section 2(b). **Heart Room-On-call:**

Section 2b(1). On-Call -Heart Room is separate from the Operating Room On-Call. Heart Room On-Call is covered by the Heart Room staff nurses.

Section 2b(2). Heart Room On-Call shall be as follows and shall be equitably rotated:

1. Monday through Thursday after completion of the scheduled heart case until 7:00 a.m. the following morning.
2. Weekend On-Call commences from the completion of the scheduled case Friday until Monday 7:00 a.m. Weekend and Holiday On-Call shall not be assigned in conjunction with one another.
3. Holiday On-Call shall be from 7:00 a.m. the day of the Holiday until 7:00 a.m. the following day.
4. Holiday Call is off premise with a beeper.

5. Switching of assigned call or taking of additional call may be arranged by mutual consent of the involved employees.

Section 2c. PACU On-Call

Section 2 c(1). PACU On-call is as follows:

1. 10:30 p.m. on Friday to 7:30 a.m. on Saturday
2. 10:30 p.m. to 7:30 a.m. Monday through Thursday
3. Weekends from 3:00 p.m. or 5:00 p.m. Saturday to 7:30 a.m. Monday depending on the day shift scheduled.

Section 2c(2). Holiday On-Call is from 7:30 a.m. the day of the Holiday to 7:30 a.m. the following morning. On-Call is by beeper and Off-Premises.

Section 2d. Cardiac Cath Lab On-Call

Section 2d(1). On-call is every day beginning immediately following the closure of the Department till 6:00 a.m. the following morning. On-call is assigned on a rotating basis a day at a time, Monday to Friday. Weekend on-call is 6:00 a.m. Saturday until 6:00 a.m. Monday and is assigned on a rotating basis on a separate schedule (than weekday).

Section 2d(2). Holiday coverage is with a beeper off premises (usually within 30 minute response time).

*See Article 51

Section 2e. Hemodialysis On-call

Section 2e(1). On-Call All nurses in the hemodialysis unit will have on-call responsibility. A nurse may be scheduled to be on-call from 6:00 p.m. - 6:00 a.m., Monday-Friday. Weekend on-call may be

from 6:00 p.m. Saturday to 6:00 a.m. Monday. Additionally, a nurse may be scheduled to be on-call any time the unit is closed.

Section 2e(2). Hemodialysis holiday on-call shall be taken off premises, with a beeper.

Section 2f. Endoscopy On- Call

Section 2f(1). Endoscopy Orientation: Previous experience will be considered in decreasing the orientation time for new hires or transfers by mutual consent and review of demonstrated competencies. On-call will be taken at the completion of the orientation.

Section 2f(2). Endoscopy On-call: Endoscopy call is voluntary. Endoscopy cases will be done on an emergency basis. In the event that there are no volunteers, on-call will be scheduled on a rotating basis among full-time and part-time Endoscopy staff. Rotation will be done by inverse seniority on a rotating basis. Switching of assigned call or taking of additional call may be arranged by mutual consent of the involved employees.

Section 2f(3). Endoscopy On-call Hours

1. 7:00 a.m. to 11:00 p.m. on Saturday and Sunday
2. 4:00 p.m. - 11:00 p.m., Monday through Friday

Section 2f(4). Holiday On-Call: Endoscopy on-call shall be taken off premises, with a beeper from 7:00 a.m. –11 p.m. on holidays.

ARTICLE 42 - ACUITY & STAFFING

Section 1. A patient classification system/staffing plan will be maintained to address the specific needs of the targeted patient population.

The criteria used by this plan to assign nursing staff members to meet defined patient care needs will include but not be limited to shift-to-shift variables, admissions, transfers, discharges, and emergency situations.

Given the complexity and dynamics of the nursing care needs of patients served, the Hospital will take all reasonable steps to help assure that there are sufficient numbers of qualified nursing staff members available at all times to meet the nursing care needs of patients in all applicable units, areas, or departments.

The criteria for employment, deployment, and assignment of nursing staff members will be in accordance with the staffing plan. This plan will address criteria as it relates to:

The number and mix of nursing personnel required to meet the identified patient requirements for nursing care in each unit, area, or department providing nursing care to patients;

The number of qualified registered nurses required to deliver nursing care to those patients who require a specific level of care to coordinate the care of patients, and to supervise and direct nursing care provided to patients by other nursing staff members; and

A process for evaluating, at least as part of the Hospital's annual budget review process, the plan's success in providing for the effective and efficient delivery of nursing care to patients.

This plan will be based on a mechanism that demonstrates validity and inter rater reliability and is used for identifying current patient requirements for nursing care. The parties will meet quarterly at the PNPC to discuss, evaluate and seek to rectify in accordance with the standards set by Nursing Administration, quarterly reliability studies and will meet annually at the PNPC to discuss annual validity results.

Section 2. If short staffing occurs as defined by the Acuity System, an appropriate form will be filed with the Chief Nursing Executive by the nurse(s) affected.

Section 3. The Chief Nursing Executive will have the incident investigated and a report generated stating the reasons giving rise to the staffing shortage. This report will be submitted to the Short-Staffing chairperson one (1) week in advance of the PNPC meeting.

Section 4. At the regularly scheduled PNPC meeting, the appropriate nurse executive will meet with the Committee to analyze the report and develop remedial action.

Section 5. The Chief Nursing Executive will advise, through the PNPC, JNESO members on a variety of available programs that will help them reduce the stress, fatigue and anxiety caused by short staffing.

Section 6. The Hospital will continue its efforts in recruitment and retention.

Section 7. A representative of nursing management will meet with the Nurse Practice Committee on a quarterly basis to provide an update of recruitment and retention activities and to elicit suggestions regarding actions that can be taken in these areas.

Section 8. This Article shall not be deemed to establish or create minimum staffing requirements to which the Hospital must comply unless established by the Facility.

ARTICLE 43 - PAID TIME OFF/BENEFIT DAYS
(CALCULATION)

Section 1. All paid time off (Personal Days, Sick Days, Holidays, Vacation Days, PTO Days, etc.) with the exception of Bereavement Leave and Education Days, shall be calculated on the basis of an seven and half (7.5) hour day. The value of such benefit days, when applied to an Employee's regularly scheduled shift, shall not exceed the Employee's total number of benefit day entitlement, as stated above, multiplied by eight (8) hours.

Bereavement Leave and Education Days shall be valued to correspond to the number of hours of the employee's regular shift (i.e. eight (8), ten (10) or twelve (12) hours as the case may be).

Section 2. Benefit Days must be taken in increments corresponding to the employee's regularly scheduled shift, or as otherwise stated in this Agreement.

ARTICLE 44 - CONTRACT PRINTING

The cost of printing the collective bargaining agreement shall be shared equally by the Hospital and the Union, provided that the parties mutually agree upon the total copies to be printed prior to publication. The Hospital will have an opportunity to review the print galley before printing, and the parties will mutually agree to the printer and the price.

ARTICLE 45 - HEALTH & SAFETY

Section 1. The Hospital is responsible for maintaining a healthful and safe work environment. The Hospital will make all reasonable efforts to maintain its equipment and physical plant in accordance with health and safety objectives.

Section 2a. The Hospital will keep all staff informed of all new developments in the area of infectious diseases with a special emphasis on AIDS, i.e., CDC, OSHA.

Section 2b. The Hospital will provide all protective equipment as outlined by the Center for Disease Control.

Section 2c. The Hospital will continue to maintain a medical monitoring program for any employee who is exposed to an infectious disease through a work related activity.

Section 3. The Hospital will review security needs on an ongoing basis and develop security measures necessary to provide proper protection for the staff.

Section 4. A representative of the Union shall maintain a seat on the Hospital's Safety Committee.

ARTICLE 46 - SNOW DAYS

In the event of inclement weather, (snow, hurricane, etc.) which an individual employee reasonably feels it is either unsafe or extremely difficult to come into work, they may avail themselves of a personal day or vacation time. If the weather condition improves, an employee who desires to work the remainder of her/his scheduled shift may do so with the approval of the Hospital. However, in the event that the Hospital will provide an

employee with roundtrip transportation to and from work, the employee may not avail her/himself of such personal or vacation days.

ARTICLE 47 PER DIEM PROGRAM

Section 1. Orientation for per diems without previous experience at the Hospital, or without the regular orientation provided elsewhere in this Agreement, shall receive an orientation of at least ten (10) working days, five (5) of which shall be on the shift for which the per diem is hired, provided the employee commits to participate in such orientation on dates and times established by the Employer. The completion of which will not exceed four (4) weeks.

Section 2. Per diem employees must make themselves available as provided in Article 16 (Employee Status) and Article 21 (Holidays). The per diem employee is also subject to Article 38, (Available Time) once she/he has met their committed days per month.

Section 3. Once scheduled, a per diem may be canceled as provided in Article 16, Section 1d.

Section 4a. The below rates are applicable to all hours worked whether on 8-hour, 10-hour or 12-hour shifts.

Section 4b. Overtime will be paid for all hours worked in excess of forty hours actually worked in any week.

Section 5.

PER DIEM WAGE SCHEDULE

| | Effective 8/15/17 \$0.75 | Effective 8/15/18 1.75% | Effective 8/15/19 1.75% |
|-------------|--------------------------------|-------------------------------|-------------------------------|
| Weekday Day | 42.43 | 43.17 | 43.93 |
| Eve/Night | 50.00 | 50.88 | 51.77 |
| Weekend Day | 44.59 | 45.37 | 46.16 |
| Eve/Night | 55.41 | 56.38 | 57.37 |

Adjustments will be made on the foregoing dates or on the closest payroll date to the foregoing dates.

Per Diems receive no shift, weekend or Holiday differentials in addition to the amounts listed above, except that per diems will be paid time and one-half for working Thanksgiving, Christmas, New Years, and one (1) summer holiday but will not receive another day off for working the holiday. The rates will be paid on all hours worked . The Evening Rate will be paid on all hours between 3:00PM and 11:00PM. The Night Rate will be paid on all hours between 11:00PM and 7:00AM.

1. Major Winter Holidays include New Year's, Thanksgiving and Christmas and Major Summer Holidays include Memorial Day, Independence Day, and Labor Day.
2. (a) Article 21: Section 5b applies.

(b) Article 21: Section 6 applies only to current employees as of July 13, 2004.

(c) Article 21: Section 7 also applies.

3. Article 28: Section 5, is weekend work.

All other applicable articles not modified above will remain in full force and effect.

ARTICLE 48 - SUCCESSORS AND ASSIGNS

The Employer's obligation under this Agreement shall be binding upon its successors, administrators, executors and assigns. The Employer agrees that the obligations of this Agreement shall be included in any agreement of sale, transfer or assignment of the business to a third party. In the event an entire active or inactive operation, or a portion thereof are sold, leased, transferred or taken over by sale of substantially all of the Employer's assets as a going concern, transfer, lease, assignment, receivership or bankruptcy or state law insolvency proceedings, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof. Transactions covered by this provision include mergers, consolidations, spin-offs, sale of substantially all of the Employer's assets as a going concern, or any other method by which a business is transferred. It is understood by this section that the signatory Employer shall not sell, lease or transfer any operation, or portion thereof to a third party with the intent to evade this Agreement. The corporate reorganizations by a signatory Employer, occurring during the term of this Agreement, shall not relieve the signatory Employer or the re-organized Employer of the obligations of this Agreement during its term.

The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, or other entity involved in the sale, merger, consolidation, acquisition, transfer, spin-off, lease or other transaction by which the operation covered by this Agreement or any part thereof may be transferred. Such notice shall be in writing, with a copy to the Union, at the time the seller, transferor or lessor executes a contract or transaction as herein described, whichever first occurs. The Union shall also be advised of the exact nature of the transaction, not including financial details.

ARTICLE 49 - 12-HOUR SHIFT CONDITIONS

Units that initiate 12-hour shifts will do so in three (3) month pilot periods. At the end of the three (3) month pilot period, the pilot shall be evaluated and a determination made for its continuation by mutual agreement. In the event the pilot is discontinued on that unit, notice shall be given of the discontinuation, equal to four (4) weeks, unless mutually agreed otherwise. Once mutual agreement is reached, the unit shall remain on the 12-hour pilot for the life of the contractual Agreement between the parties.

Section 1. Shifts shall be:

1:00 a.m. -1:10 p.m.

1:00 p.m. -1:10 a.m.

9:00 a.m. -9:10 p.m.

9:00 p.m. -9:10 a.m.

7:00 a.m. - 7:10 p.m.

7:00 p.m. - 7:10 a.m.

11:00 a.m. to 11:10 p.m.

3:00 p.m. to 3:10 a.m.

Section 2. Effective December 11, 2017, employees shall no longer be paid thirty-seven (37) hours for thirty-six (36) hours worked.

Section 3. Overtime is paid on any time in excess of forty (40) hours of paid time/week, except as provided in Article 17, Section 3 (Overtime),

Section 4. In addition to a one-half (1/2) hour meal break, there shall be two (2), fifteen (15) minute break periods.

Section 5. All applicable differentials shall be paid. Shift differential shall be paid on all hours after 3:00 p.m.

Section 6. 12 hour employees shall be scheduled to work every third (3rd) weekend equaling 33 weekend shifts per year for full-time employees. Part-time proportionate requirement is 26 weekend shifts. Employees will not be required to work their scheduled weekend while they are on vacation, but nonetheless are required to work their total number of required weekend shifts per year.

Section 7. All paid time off, with the exception of Bereavement, and Education time shall be calculated on an hourly basis and shall be paid in 12-hour increments.

Section 8. Bereavement time will be utilized as 12-hour days for up to three (3) working days.

Section 9. Holiday time shall commence at 7:00 p.m. on the eve of each holiday. Holiday commitment shall be equal to .6 FTE. Holiday time worked shall be paid at time and one-half (1 ½) plus an additional 12-hour day off. Holiday time off shall be in 12-hour increments, but equal to the 8-hour equivalent provided in the Agreement.

Section 10. Education Days shall be two (2), 12- hour days.

Section 11. Any variations or changes of the above for individual units must have an amended "12-Hour Conditions" which is mutually agreed to, in writing, and signed by the parties.

ARTICLE 50 - 10-HOUR SHIFT CONDITIONS

Units that newly initiate 10-hour shifts will do so in three (3) months pilot periods. At the end of the three (3) month pilot period, the pilot shall be evaluated and a determination made for its continuation by mutual agreement. In the event the pilot is discontinued on that unit, notice shall be given of the discontinuation, equal to four (4) weeks, unless mutually agreed otherwise. Once mutual agreement is reached, the unit shall remain on the 10-hour pilot for the life of the contractual agreement between the parties.

Section 1a. Shifts shall be:

6:00 a.m. - 4:00 p.m.

7:00 a.m. - 5:00 p.m.

8:00 a.m. - 6:00 p.m.

9:00 a.m. - 7:00 p.m.

12:00 p.m.- 10:00 p.m.

1:00 p.m.- 11:00 p.m.

Section 1b. The ten (10) minute shift overlap does not apply to ten (10) hour shifts.

Variations in the shifts shall be permitted with amendments to the above if mutually agreed to, in writing, and signed by the parties.

Section 2. The workweek shall be four (4), 10-hour days for full-time and less for part-time.

Section 3. Overtime is paid in accordance with Article 17 "Overtime".

Section 4. There shall be a one-half (1/2) hour meal period and one (1) fifteen, (15) minute break.

Section 5. All applicable differentials shall be paid. Shift differential shall be paid on all hours after 3:00p.m.

Section 6. Weekend work shall be as provided in the agreement except in those units where weekend work is not required or is covered by "rotation" or "on call". Regularly scheduled ten (10) hour employees may be required to work twenty-four (24) weekends per year, in a steady alternating weekend schedule, (i.e., one weekend on and one weekend off). If an employee is out on a scheduled weekend or weekend day, she must make up that weekend or weekend day within sixty (60) days of such an absence. Employees will not be required to make up weekends when they are off for vacation, but they are nevertheless required to work their twenty-four (24) weekends per year.

Section 7. All paid time off with the exception of Bereavement and Education time shall be calculated on an hourly basis and shall be paid in 10- hour increments.

Section 8. Bereavement time will be utilized as 10-hour days for up to three (3) working days.

Section 9. Holiday time, paid but not worked, shall equal the 8-hour equivalent provided in the Agreement. Holiday(s) for which a unit may be closed may be paid with other accrued time at the employee's option if they exceed the Holiday hours available.

Section 9b. Holidays shall be covered by "On Call" as defined in the contract. "On Call" will be scheduled on a rotating basis. Hours worked on a holiday shall be paid at time and one half (1 1/2) for a minimum of four (4) hours call and time owed on a hourly basis for time actually worked.

Ten-hour shift employees shall work three (3) holidays (the same as a .6 FTE employee) as defined in Article 21.5(a), "Holidays" of the Agreement.

ARTICLE 51 - CARDIAC SERVICES / RADIOLOGY

It is hereby agreed, by and between the Hospital and JNESO that the terms and conditions of employment applicable to employees employed in cardiac services and radiology are those contained in this Article.

All terms and conditions of the current collective bargaining agreement, not inconsistent with those contained above, shall apply with full force and effect.

CARDIAC SERVICES

Nurses working in Cardiac Services include the Cardiac Catheterization Lab, Cardiac Rehab, Electrophysiology (Lab and Clinic) and Cardiac teaching.

Regular Shifts:

| | |
|-----------------------|------------------------|
| 6:00 a.m. - 2:00 p.m. | 10:00 a.m.- 6:00 p.m. |
| 7:00 a.m. - 3:00 p.m. | 11:00 a.m.- 7:00 p.m. |
| 8:00 a.m. - 4:00 p.m. | 12:00 p.m. - 8:00 p.m. |
| 9:00a.m. - 5:00p.m. | |

Saturday work may be required as outlined in Article 9, Section 1j. The nurse scheduled for the Saturday work may elect to take a day off during the preceding week.

CARDIAC CATHETERIZATION LAB

If a procedure in the Cath Lab starts at least three (3) hours prior to the end of an employee's regular shift, the employee will be required to continue working for a reasonable amount of time in order to complete that procedure. That reasonable period of time shall not exceed one (1) hour unless the employee is willing to remain longer. The only exception to this requirement will be if the employee is responsible for the care of minor children and so advises the manager at the start of the case. Any time worked beyond the employee's regular shift in these situations shall be paid at time and one-half (1&1/2).

When a Cath Lab employee is on-call and is called in as provided for in Article 41 Section 1d. There is a minimum of 4 hours paid. Subsequent call in(s) during the 4 hour minimum time frame will not trigger another 4 hour minimum unless the second call in time exceeds the 4 hour window or is after the previous 4 hour time frame has elapsed.

Newly hired nurses (after the ratification of this MOA 11/10/2009) for critical care and the Cath Lab or currently employed nurses who are willing to volunteer to expand their float block will be

provided cross training as outlined in Article 33 to permit cross coverage of these two units.

RADIOLOGY

Nurses working in Radiology are expected to cover all areas of the Department of Radiology.

Regular shifts:

7:00 a.m. - 3:00 p.m.

8:00 a.m. - 4:00 p.m.

10:00 a.m. - 6:00 p.m.

Saturday work is 8:00 a.m. - 12:00 p.m.

Saturday work is assigned on a rotating basis.

The nurse scheduled for the Saturday work may elect to take four (4) hours off during the preceding week.

When Saturday work is scheduled, it will be assigned on a rotating basis.

ARTICLE 52 - HEMODIALYSIS UNIT

Section 1. Operating Schedule: The normal operating schedule of the Hemodialysis unit will be six (6) days per week (Monday - Saturday) with the following shifts:

5:30 a.m. - 1:30 p.m.

1:00 p.m. - 9:00 p.m.

9:00 a.m. - 5:00 p.m.

6:00 a.m. - 2:00 p.m.

10:00 a.m. - 6:00 p.m.

Shift-to-shift endorsement is required. If the unit closes for any reason for all or part of a regularly scheduled day, a full or partial makeup day will be scheduled on Sunday or on one of three (3) holidays the unit is normally closed. Assignment for makeup days will be as follows: the nurses scheduled to work on Saturday will be scheduled to work the makeup day and take two (2) days off during the week.

The unit will be closed on New Year's Day, Thanksgiving, and Christmas. If the holiday falls on a day other than Sunday, the unit will be open on Sunday.

Section 2. Consistency: All terms and conditions of the collective bargaining agreement not inconsistent with those contained above, shall apply with full force and effect.

ARTICLE 53 - CASE MANAGERS

The terms and conditions of employment applicable to Case Managers are contained in this Article.

Section 1. Wages

All Case Managers shall receive pay increases as provided in Article 27, "Wages".

Section 2. Effective January 1, 1999, sick days, vacation days, and personal days, shall accrue as provided in this Agreement.

Section 3. Required holiday work will be equitably rotated among the Case Managers. Employees working in Case Manager positions prior to March 25, 1999 shall be required to work not more than two (2) weekend days in a seven (7) week period. Employees hired or transferred into Case Manager positions after March 24, 1999, shall be required to work not more than two (2)

weekend days in a four (4) week period, unless the employee was hired to work weekends only.

Section 4. The weekend work differential provided in Article 28, "Weekend Work" shall apply to Case Managers. Any shift differentials as provided in this Agreement do not apply to Case Managers.

Section 5. Article 29 - Shift/Shifts Differential of this Agreement does not apply to Case Managers. Part-time and full-time shifts will be in eight-hour blocks between the hours of 7:00 a.m. to 7:00 p.m. Employees working in Case Manager positions before March 25, 1999, and who had more than one year of seniority on that date shall be assigned to shifts of 7:00 a.m. to 3:00 p.m. and 8:00 a.m. to 4:00 p.m., by seniority. An employee employed as a Case Manager before March 25, 1999 and who has less than one year of seniority on that date, shall be assigned to shifts of 7:00 a.m. to 3:00 p.m. 8:00 a.m. to 4:00 p.m. or 9:00 a.m. to 5:00 p.m. by seniority. Volunteers and employees hired or transferred into Case Manager positions after March 24, 1999, may be assigned to any eight-hour shift, the hours of which fall between 7:00 a.m. and 7:00 p.m.

Section 6. Article 17, "Overtime" of this Agreement does not apply to Case managers except that Sections 2(a), 3, and 7 of that Article shall apply. There shall be no daily overtime compensation for Case managers. A Case Manager will not be mandated to work beyond her/his eight (8) hour shift. However, if a Case manager agrees to work beyond eight hours in a day, s/he may be required by the Hospital to take time off within the same workweek in order to limit the hours worked by the Case managers in that week to forty (40).

ARTICLE 54 - PERSONNEL FILES AND EVALUATIONS

Section 1. Upon advance written request to the Human Resources Department, an employee may review at a mutual agreeable time, his/her personnel file. Employees will not be given access to pre-employment information (i.e. references) in their respective files.

Section 2. Evaluation - Employees will be evaluated as required by N.J. State statute and the guidelines established by Joint Commission on Accreditation of Hospitals.

ARTICLE 55 - LAYOFF

Section 1a. Layoff - Should a layoff be necessary, the Hospital will provide the Union and employees initially affected by such layoff with three (3) weeks notice prior to the implementation of such layoff. The Union will be notified by certified mail and the employees in writing.

The Hospital will advise the Union of the reasons for the layoff, and the parties agree to meet to discuss the layoff including alternatives to a layoff and the procedure to be used in effectuating the layoff.

Section 1b. Affected employees shall be advised by the Hospital of all vacant positions as well as bumping rights, when notified of the layoff. Within five (5) workdays (excluding weekends and holidays) of such notification, the affected employee must advise the Hospital's responsible Human Resources representative in writing, of her/his desire to fill a vacant position or exercise her/his bumping rights. An affected employee, who does not respond within this period of time, shall be laid off.

Employees who have been bumped shall be advised by the Hospital's responsible Human Resources representative of vacant positions and bumping rights. Such employee(s) must advise the Hospital's responsible Human Resources representative, in writing, of her/his desire to fill a vacant position or exercise bumping rights within five (5) workdays (excluding weekends and holidays) after being bumped. If the bumped employee does not respond within this period of time, s/he shall be laid off.

Section 1c. An employee in the same job title, unit, and shift as the affected employee shall be permitted to volunteer for layoff.

Section 1d. In the event of a layoff, probationary employees in the affected unit shall be laid off first without regard to their individual periods of employment. Non-probationary employees in the affected unit shall be laid off next on the basis of bargaining unit seniority, provided the remaining employees are qualified to perform the remaining work.

Section 1e. In the event an employee is scheduled to be laid off from a bargaining unit position and the employee has the present skill and ability to perform the work of a more junior employee in another bargaining unit position, the more senior employee may bump the junior employee from the position. The senior employee may elect to take a layoff rather than exercise bumping rights.

Section 1f. If an employee has been laid off, or has exercised her/his bumping rights and said employee's position becomes available again within a six (6) month period, the employee has the right to return to their original shift/position if they choose to do so. If the employee declines the position, then the position shall be posted as specified in this contract.

Section 1g. An employee subject to layoff may elect to fill any vacant position, provided s/he possesses the necessary qualifications of the position or be provided the opportunity to obtain those qualifications on the same basis as would be afforded a new hire for the position.

Section 2. Recall - Whenever a vacancy or newly created position occurs in the bargaining unit, bargaining unit employees shall be recalled in accordance with seniority in the reverse order in which they were laid off, provided they possess the necessary skill and ability to perform the job.

Recall rights shall continue for six (6) months or for the length of the employee's continuous service, whichever is less, from the date the employee was laid off. Seniority shall be preserved during any layoff, up to a maximum continuous period of six (6) months.

ARTICLE 56-DURATION OF AGREEMENT

This agreement shall be in full force and effect in the period commencing August 15, 2017 and ending August 14, 2020. The employer and the Union agree to jointly enter into negotiations relative to the renewal of this agreement no later than 60 days immediately preceding the termination of this agreement.

IN WITNESSTH WHEREOF, the parties hereto have set their hands and seals by their duly authorized representatives on the dates indicated below:

For JNESO

For the Employer

Deane J. Grady
[Signature]

[Signature]
Prime Healthcare - St. Mary's Hospital

[Signature]

[Signature]

[Signature]

APPENDIX A

**JNESO RN EMPLOYEE MEDICAL AND DENTAL
CONTRIBUTIONS**

2018

| EPO PLAN | | |
|-------------------------|---------------------|---------------------|
| | Full-Time Employees | Part-Time Employees |
| Employee Only | \$0.00 | \$42.64 |
| Employee and Spouse | \$54.91 | \$91.20 |
| Employee and Child(ren) | \$44.93 | \$76.15 |
| Employee and Family | \$112.32 | \$151.98 |

| ENHANCED PPO PLAN | |
|--------------------------|-----------------------------------|
| Your Cost | Full-Time and Part-Time Employees |
| Employee Only | \$74.70 |
| Employee and Spouse | \$160.25 |
| Employee and Child(ren) | \$155.76 |
| Employee and Family | \$231.61 |

| VALUE PLAN | |
|-------------------------|-----------------------------------|
| Your Cost | Full-Time and Part-Time Employees |
| Employee Only | \$42.64 |
| Employee and Spouse | \$91.20 |
| Employee and Child(ren) | \$76.15 |
| Employee and Family | \$151.98 |

| DENTAL (2018) | | |
|---|--------------------|--------------------|
| Your Cost | Full-Time Employee | Part-Time Employee |
| Delta Dental PPO Plan | | |
| • Employee Only | \$3.06 | \$15.19 |
| • Employee and Family | \$7.51 | \$37.30 |
| Delta Dental Premier/Advantage POS Plan | | |
| • Employee Only | \$3.44 | \$17.04 |
| • Employee and Family | \$8.45 | \$41.83 |
| DeltaCare Flagship DMO Plan | | |
| • Employee Only | \$2.40 | \$11.94 |
| • Employee and 1 Dependent | \$4.56 | \$22.73 |
| • Employee and Family | \$7.38 | \$36.74 |

| DAVIS VISION (2018) | |
|----------------------------|-----------------------------------|
| Your Cost | Full-Time and Part-Time Employees |

| | |
|-------------------------|--------|
| Employee Only | \$2.05 |
| Employee and Spouse | \$3.70 |
| Employee and Child(ren) | \$3.90 |
| Employee and Family | \$6.17 |

APPENDIX B - OVERTIME APPROVAL

I. PURPOSE:

To obtain Nursing Management's confirmation and approval for overtime at the end of the work shift.

To provide a monitoring system for overtime.

Overtime of LESS than one half hour (1/2) requires the employee to sign-in on the Overtime Sheet posted on the unit.

Overtime GREATER than one half hour (1/2) requires prior approval of the Nurse Manager or the Administrative Supervisor. The employee is to notify the Nurse Manager or the Administrative Supervisor on duty of the reason for the overtime and the expected length of the overtime. The employee is to sign-in on the appropriate Overtime Record on the floor and have it signed by the authorized Nurse Manager/Administrative Supervisor.

II. POLICY:

All overtime worked by a nursing staff member (full-time, part-time, per diem and agency) at the end of a work shift must satisfy approval requirements as a condition for payment of the overtime.

III. PROCEDURE:

1. The Nursing Manager (or, in his/her absence, the Administrative Supervisor for the shift) may assess the need for overtime. If Nursing Management determines that

overtime is needed, management may provide written approval authorizing the nursing staff member(s) to work overtime.

2. In the event that Nursing Management does not request that a nursing staff member work overtime and the nursing staff member requests overtime, the nursing staff member shall notify the Nursing Manager (or, in his/her absence, the Administrative Supervisor for the shift) and secure prior approval before working beyond his/her shift. Upon speaking with the Nurse Manager (or, in his/her absence, the Administrative Supervisor for the shift) the nurse is to inform the Manager of the estimated amount of overtime.

3. In either case, approval must be obtained no later than one (1) hour prior to the end of the work shift and shall be evidenced by the signature of the Nurse Manager (or, in his/her absence, the Administrative Supervisor) on the Overtime Record Report attached to this policy. Should an emergency situation occur after the one (1) hour notification time limit, the nurse may contact the Nurse Manager (or, in his/her absence, the Administrative Supervisor) immediately for approval.

SIDE LETTER AGREEMENT #1

UCC Nurses

The parties agree to eliminate the position of UCC Nurse within thirty (30) days of ratification of the contract settlement as follows:

UCC nurses will be transitioned to RN positions on regular 7:00 a.m. or 7:00 p.m. RN shifts and paid the appropriate RN rate on the RN salary guide for their years of service.

Upon request by the former UCC nurse, the Hospital will provide a reorientation of up to four (4) weeks with a preceptor.

If a UCC nurse declines to be transitioned into an RN position or a non-medical/surgical open position they are qualified to perform available, they will be laid off.

Former UCC nurses will be eligible to perform as charge nurses in the same manner as other RNs per the current RN charge practice at the charge nurse rate.

Former UCC nurses will have their seniority and time off requests handled in the same manner as RNs.

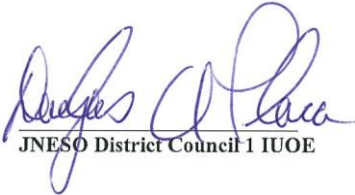
The parties agree that the UCC side letter agreement is null and void.

SIDE LETTER OF AGREEMENT #2

A committee of one OR nurse, one local officer, one JNESO representative, the HR Director, OR Director and CNO shall meet in January 2018 to address OR issue dealing with after shift time for scheduled procedures which shall be completed by March 31,2018

SIDE LETTER OF AGREEMENT #3

After ratification of this Agreement, regular full-time and part-time employees on the payroll prior to August 15, 2017, will receive a lump sum bonus of \$500.00 bonus not on base minus payroll taxes in the next full pay period.


JNESO District Council 1 IUOE


Prime Healthcare - St. Mary's Hospital