AGREEMENT

BETWEEN

BACHARACH INSTITUTE FOR REHABILITATION

AND

JNESO - DISTRICT COUNCIL 1, IUOE/AFL-CIO

MAY 1, 2019 THRU APRIL 30, 2022
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PREAMBLE

Agreement made and entered into this May 21, 2019 by and between BACHARACH INSTITUTE FOR REHABILITATION located at Jimmie Leeds Road, Pomona, NJ 08240 (hereinafter called the Employer) and JNESO District Council 1, IUOE/AFL-CIO with an office at 1225 Livingston Ave., North Brunswick, NJ 08902 (hereinafter referred to as the Union), acting herein on behalf of the employees of the said Employer, as hereinafter defined, now employed and hereafter to be employed and collectively designated as “the employees”.

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

WHEREAS, it is the intent and purpose of the parties hereto that this Agreement promote the mutual interests of the patients of the Employer as well as of its employees, through the improvement of the practice of Nursing and by the promotion of equitable employment standards, and to avoid interruption and interference with service of the patients and to set forth herein their 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 Employer recognizes the Union as the sole and exclusive collective bargaining representative of all full-time and regular part-time Registered Professional Nurses, Graduate Professional Nurses and Licensed Practical Nurses who regularly work a schedule which would be equal to or greater than eight-hundred and thirty-two (832) hours per year. Beginning December 31, 2007 and every six months (6) thereafter the hours worked by Casual Pool employees shall be reviewed and a list will be distributed to the Union and Local president. Casual Pool employees, who in the six months review have worked four hundred-sixteen (416) hours or more as Casual Pool employees, will be required to become members of the Union and will be covered by the Collective Bargaining Agreement for the next six months. They shall be paid in accordance with the rates established for Casual Pool employees by Bacharach but shall receive an additional fifty cents ($0.50c) per hour premium but no other benefits under this contract. Non–benefit provisions of this contract shall apply. At the end of the six months period of time if a Casual Pool employee has not continued to work four hundred-sixteen (416) hours in that six months (6), for the next six months (6) that Casual Pool employee will not be covered by the Collective Bargaining Agreement.

Section 2

Excluded from the aforesaid bargaining unit are all office and clerical employees, service and maintenance employees, technical employees, security officers, utilization review employees, other managerial employees, casual pool employees who have not worked 416 hours or more in a six month period case managers, admissions nurses, cardio-pulmonary center nurses, outpatient nurses, infection control nurses, CNS, and all other employees.
Section 3

The term "employee" when used in this Agreement shall apply to the employees in the bargaining unit.

Section 4

This Agreement shall not apply to a temporary employee. A temporary employee is defined as: (a) an individual who is hired for a period of up to six (6) months or the length of a leave of absence of an employee being replaced, whichever is greater; or (b) an individual who is hired for a period not to exceed six (6) months where a regular full-time employee cannot be recruited; and (c) is so informed at the time of hire.

ARTICLE 2- UNION MEMBERSHIP

Section 1

All employees who are members of the Union on the effective date of this Agreement shall remain members of the Union 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 upon completion of thirty one (31) days of employment.

Section 2

For the purposes of this Article an employee shall be considered a member of the Union in good standing if they tender periodic dues uniformly required as a condition of membership.

Section 3

Subject to Article 9 (Grievance and Arbitration Procedure) the failure of
any employee to establish and maintain Union membership in good standing as required herein, shall obligate the Employer to discharge such employee upon written notice from the Union to such effect. The employee shall have twenty (20) days from the written notice sent by the Union to the Employer to tender to the Union the required dues. If such dues are not tendered within the aforementioned twenty (20) days, the sanctions of this paragraph shall take effect.

**Section 4**

The Union agrees that it will indemnify and hold the Employer harmless for any recovery of damages sustained by reason of any action taken under this Article.

**ARTICLE 3 - DEDUCTION OF UNION DUES**

**Section 1**

The Employer, upon receipt of written authorization from an employee shall deduct from the wages due the employee each month, starting the first pay period following the completion of thirty-one(31) days of employment and remit to the Union regular monthly dues as fixed by the Union.

**Section 2**

Employees who do not sign written authorization for deductions must adhere to the same payment procedure as outlined in paragraph one by making payments directly to the Union.

**Section 3**

The Employer shall be relieved of making such 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
An agreed leave of absence, or Revocation of the check off Authorization in accordance with its terms or applicable law.

Upon return of an employee to work in a bargaining unit position from any of the absences enumerated in (b), (c) or (d), the Employer shall immediately resume making the said deductions.

**Section 4**

The employer shall not be obligated to make dues deductions of any kind from any employees, who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

**Section 5**

By the tenth (10th) day of each month the Employer shall remit to the Union deductions for dues made from the salary of employees for the preceding month, together with a list of all employees in bargaining unit positions and a report with actual hours worked and gross salaries from the payroll period the dues have been deducted, including any employee who has not had dues deducted. A copy of the aforementioned lists shall be provided to the Local President and Union.

**Section 6**

By the tenth (10th) of each month, the Employer agrees to furnish to the Union and the Local president each month, the names, address, job title and date of hire of newly hired employees, the names and date of termination of terminated employees, and the names of employees on leave of absence.

**Section 7**

It is specifically agreed that the Employer assumes no obligation, financial
or otherwise, arising out 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 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 REPRESENTATION AND BULLETIN BOARDS**

**Section 1**

A representative of the Union, after informing the Employer in advance of her intention to visit the Institute, shall have reasonable access to the Employers premises for the sole purpose of conferring with the Employer or the Union delegate regarding the administration of this Agreement, providing there is no interference with the work of any employee and no interruption in patient care or efficient administration of the Hospital. In any event, the representative of the Union, shall upon arrival at the Employer's premises, clear through the regular channels for receiving visitors and may be accompanied by a representative of the Employer when visiting the premises.

**Section 2**

The Employer shall provide locked, enclosed bulletin board space which shall be the sole means of posting all Union notices after approval of the original notice, to be given within forty-eight (48) hours or two (2) Business days of the presentation of the notice, by the Human Resources Department, which will not be arbitrarily or capriciously denied. All keys for the bulletin board will be given to the Union President or designee. The initial cost of converting the bulletin board locks shall be shared equally by the Union and the Employer (if an outside contractor is required to perform the work). If the in-house maintenance department can perform the
conversion – the Employer will pay the associated costs. Such bulletin board space shall be placed in the two (2) nursing lounges/break rooms on Acute Rehab (A-Wing) and Renaissance Pavilion. The Employer will provide an area for a locked union filing cabinet and locked mailbox. This area shall be a mutually agreeable location and accessible for local officers.

**Section 3**

Whenever the elected representative of the Union is scheduled at a mutually agreeable time, including working hours, to participate in an investigatory/discipline meeting, grievance procedure or other Union-related business in the hospital, such employee shall be paid straight time and those hours will not be counted as hours worked for purposes of computing overtime.

**Section 4**

Prior to the completion of the schedule, members of the negotiating committee will be released without pay or at their option use benefit time to participate in negotiations. If the schedule has been completed, the employee is responsible for finding relief for the time off. A minimum of two (2) members, determined by the local officers, of the negotiating committee are guaranteed time off to attend the negotiation sessions. However, a total of up to five (5) members, based on staffing needs may be approved, but shall not be capriciously or arbitrarily denied. If impromptu sessions are scheduled the employee will be released at the discretion of the supervisor based upon patient needs. However permission will not be denied arbitrarily or capriciously. An aggregate time pool of 240 hours will be established for payment of Officers who participate in such negotiation sessions. Time will be paid in eight (8) hour blocks. The utilization of the aggregate time pool shall be at the sole discretion of the union. The union will provide to the employer the names of persons on the union negotiating team and the number of hours for which they shall be compensated. Said payments will be made in the current pay period but in no event more than three (3) weeks after the
Union has submitted information to the employer.

Section 5

Within the first two (2) weeks of orientation the Employer will allow a JNESO representative the opportunity to address new hires, distribute copies of the Collective Bargaining Agreement and answer questions pertaining to the Union—such address will be non-confrontational in nature and will last no longer than one half (.5) hour. A list will be provided to the Local President, and the Union.

The Local representative will be allowed paid time for these meetings. The Local representative and the Union will be advised of the time and location at least five (5) days prior.

ARTICLE 5 - EMPLOYEE STATUS AND PROBATIONARY PERIOD

Section 1

Employees covered by this Agreement will be classified as either (a) regular full time or (b) regular part-time (c) casual pool that qualify per Article 1; Section 1.

(a) Regular full-time employees - A regular full-time employee is an employee who has completed the probationary period as described herein and whose regular schedule is forty (40) hours in a weekly pay period. A regular full-time employee will be eligible for all benefits in the manner provided in this Agreement.

(b) Regular part-time employees – A regular part-time employee is an employee who has completed the probationary period as described herein and whose regular schedule is less than forty (40) hours in a weekly pay period, but who regularly works a schedule which would be equal to or greater than eight-hundred and thirty-two (832) hours per year.
Proration of benefits for newly hired employees will be based on their percentage of actual hours paid. A regular part-time employee will receive a prorata share of all entitled benefits based on actual hours paid. Such proration for insurance, benefits and legal holidays shall be adjusted after an employee has worked a full calendar quarter. Accrued benefits for Paid Time Off (PTO) and Extended Sick Leave (ESL) are computed bi-weekly based on hours paid per pay period basis and can be viewed on Employee Self-Service (ESS).

Where the proration of benefits requires a contribution from the employee, such as for hospitalization and dental insurance, the employee must submit a written authorization in a form prescribed by the employer, authorizing the Employer to deduct the requisite sum from the employee’s pay.

If an employee fails to submit a required authorization, that employee will not be eligible for the benefit or benefits.

(c) Casual Pool (per diem): a casual pool employee shall have no scheduled hours but rather work as available to supplement the full-time and part-time staff. All casual pool employees who have worked 416 hours or more shall be covered by the collective bargaining agreement. Casual pool employees covered by the CBA shall receive benefits under Article 6, Article 8, Article 9 and Article 14.

**Section 2**

Probationary Period - New employees, both full-time and part-time, shall be considered to be on probation for three (3) calendar months from the date they commence their employment. This period may be extended by an additional month at the discretion of the Employer upon written notice to the Union, the Local and the employee. During the probationary period employees may be discharged or otherwise disciplined at the discretion
of the Employer without recourse to the Grievance and Arbitration Procedure of this Agreement, and are not entitled to any of the benefits under this Agreement or otherwise covered by it except as specifically noted.

Section 3 – Internship Program

The Institute shall establish an Internship Program in order to provide both internal and external new graduate RNs as well as RNs candidates requiring an extended orientation (i.e. greater than 30 days) as deemed appropriate by Nursing Leadership, the opportunity to develop the skills necessary to be successful in the rehabilitation setting. The Internship Program concludes upon completion of the extended orientation and preceptor period, which marks the start of the commitment period. The terms of the Internship Program are as follows:

1. Candidates may apply for vacant RN positions through the current job posting process. Acceptance into a particular position (unit and/or shift), along with the length of the extended orientation (up to a maximum of four months) will be determined by Nursing Leadership through the interview/assessment/screening process taking into consideration current staff and the needs of the unit.

2. When the Institute extends an offer under the Internship Program, the Institute will explain the terms of the Program to the candidate, including the investment in the individual of the extended orientation and preceptor process and the two-year commitment requirement which commences following successful completion of the Internship Program.

3. RNs who accept an offer under the Internship Program will be required to sign an acknowledgement form agreeing to be bound by the Program’s terms. A fully executed copy of the acknowledgment form will be provided to the Union via email to JNESO and Local President on or before the start of employment.
4. RNs who accept an Internship position will be required to provide a two-year commitment to work in a regular status (full-time or part-time) at the Institute following successful completion of their Internship Program, i.e. extended orientation/preceptor period.

5. RN candidates who accept an Internship position will have the ability to resign from the Program/employment should the RN and the Institute both determine that continued participation in the Program will not be beneficial to the RN or the Institute. Under such situations, the commitment/payback will be waived.

6. During the Internship Program, the Institute shall have the right to terminate an RN from employment who is unable to demonstrate adherence with performance standards.

7. Newly hired RNs who accept an Internship position will be deemed probationary employees until 30-days after successful completion of the Internship Program (i.e. conclusion of the extended orientation and preceptor period); however eligibility for time benefits and health coverage will commence after completion of three (3) calendar months from the date they commence employment (i.e. the regular probationary period as set forth in Article 5, Section 2). Newly hired RNs who accept an Internship RN position shall, to the extent not inconsistent with the law, become a member of the Union no later than the thirty-first day following the beginning of their employment.

8. Following successful completion their Internship Program and associated probationary period, the Institute shall have the right to terminate an RN for just cause.

9. A current LPN who obtains an RN license shall have the opportunity to apply for the Internship Program. If accepted into the program, the nurse
shall be subject to the guidelines agreed to in the Internship Program with the exception that all medical insurance, time accruals, pension contribution and seniority shall be maintained.

10. New RN graduates not covered by the Collective Bargaining Agreement will be provided opportunity to apply for the Internship Program as other external candidates. If accepted into the Program the nurse will be subject to the guidelines agreed to in the Internship Program with the exception that all medical insurance and time accruals will be maintained/transferred into the position.

11. RNs who fail to honor the two-year commitment after successful completion of the Internship Program (whether through resignation or termination) will be required to reimburse the Institute for the cost of the Internship program as follows:

a. For those RNs who successfully complete the Internship Program and who resign from employment at the Institute or are terminated from employment at the Institute prior to fulfilling the two-year commitment period, reimbursement will be as follows:

- If an RN works less than one (1) year following completion of the Program, the RN will be responsible to repay $4,000;
- If an RN works one (1) year but less than eighteen (18) months following completion of the Program, the RN will be responsible to repay $2,000;
- If an RN works eighteen (18) months but less than two (2) years following completion of the Program, the RN will be responsible to repay $1,000.

b. For those RNs who resign from employment during the Internship Program, reimbursement for the cost of the Program may be waived.
12. If an RN takes a leave of absence during the two-year commitment, the length of the commitment will be extended by the amount of time of the leave of absence.

13. Internship RN positions are not guaranteed and are subject to the terms and conditions within the Collective Bargaining Agreement, unless specifically noted herein.

14. The Program may include additional terms which are not inconsistent with this Side Letter.

**Section 4- Preceptor Program**

A preceptor program will be established for RN’s with CRRN certification (preferable) with at least one year of employment at Bacharach. The Employer will solicit qualified volunteers first, with preference by seniority where there are more volunteers than needed. If the number of qualified volunteers is insufficient to meet a need, the Employer may mandate participation in the program on a rotating basis among qualified employees, starting with the lowest seniority. In all cases the Employer will determine who is qualified in its sole discretion.

All preceptors will be provided the opportunity to attend at least one day of training to refresh CRRN knowledge base. All preceptors must be trained (at least 4 hours) to the structure and expectations of the preceptorship role for RN Internship program. This should be separate from the refresher CRRN day.

If in the event a preceptor is not on duty and an experienced RN volunteers to precept, that RN will receive the applicable preceptor pay for the time worked as a preceptor. Nurses serving as preceptors shall receive $1.85 an hour for all hours worked as a preceptor.
Preceptors will complete a Nurse Internship Preceptor Experience Evaluation form and present to management to ensure continuity and quality of training.

**ARTICLE 6-SENIORITY**

**Section 1**

Bargaining unit seniority (hereinafter "seniority") is defined as the length of time an employee is continuously employed by the Employer in any position covered by this Agreement. All employees will accrue seniority based on date of hire.

**Section 2**

Seniority shall apply in the computation and determination of eligibility for all benefits where length of service is a factor pursuant to this Agreement.

**Section 3**

An employee's seniority shall commence after completion of the probationary period and shall be retroactive to the employee's most recent employment date. Seniority shall not accrue during leaves of absence unless otherwise set forth in this Agreement, or while an employee is on suspension.

**Section 4**

An employee's seniority shall be lost when the employee: (a) terminates voluntarily; (b) is discharged for cause; (c) exceeds or abuses the provisions and purposes of an authorized leave of absence; (d) fails to report off work for two (2) consecutive scheduled work days, except in a validated emergency; (e) is laid off in excess of the employee's length of service, or six months, whichever is less; or (f) fails to respond within seventy-two (72) hours of the mailing of a recall notice sent by certified mail to the last address furnished to the Employer by the employee.
An employee with at least one year (1) of service who voluntarily resigns and offers at the time of resignation to work as a casual pool nurse at least two (2) days per month and thereafter returns to the hospital either as a regular full or part time nurse within one year of the date of resignation shall not lose seniority or wage level.

Section 5

The Employer will, upon execution of this Agreement and at least bi-annually thereafter, (in January and July) furnishes the Union with a seniority list. The employer shall also provide salary level (position on wage scale) and bonuses being paid (BSN, Clinical ladder, etc).

Section 6

Layoff - In the event of a layoff:
(a) Probationary employees and temporary employees shall be laid off first without regard to their individual period of employment.
(b) Casual pool employees based on seniority
(c) Non-probationary full and part-time employees on basis of seniority, (least senior employee laid off first) subject to a determination by the Chief Nursing Officer (CNO)/Vice President of Patient Services of the relative qualifications and ability of the remaining employees to perform the available work provided such determination is not arbitrary or capricious. Current employees shall be deemed to have the skill and ability if they are able to satisfactorily perform the available work after having received the same orientation and/or training that a newly hired employee would be offered. Regular employees will be guaranteed two (2) weeks of lay-off notice.
Section 7

In the case of a layoff, the Hospital shall notify the Union before implementation. The Hospital shall discuss the reasons and details of the layoff upon request.

Section 8

Recall - Whenever a vacancy occurs in a bargaining unit position, employees who are on layoff shall be recalled in accordance with seniority in the reverse order in which they were laid off, subject to a determination by the CNO/Vice President of Patient Services of the relative qualifications and ability of the employees to perform the available work provided such determination is not arbitrary or capricious. Current employees shall be deemed to have the skill and ability if they are able to satisfactorily perform the available work after having received the same orientation and/or training that a newly hired employee would be offered.

ARTICLE 7 – NO DISCRIMINATION

Neither the Employer nor the Union shall discriminate against or in favor of any employee on account of race, color, creed, national origin, ancestry, sex, age, marital status, nationality, familial status, marital/civil union status, religion, domestic partnership status, affectional or sexual orientation, gender identity and expression, atypical hereditary cellular or blood trait, genetic information, liability for military service and mental or physical disability.

ARTICLE 8- DISCHARGE AND DISCIPLINE

Section 1

No employee who has completed the probationary period shall be disciplined or discharged except for just cause. The questions of "just cause" shall specifically be subject to the grievance procedure of this Agreement. All
discipline, exclusive of verbal warnings, shall be in writing on a standard form with a copy to be given to the employee. Counseling’s shall not be considered discipline.

**Section 2**

If an employee is directed to attend an investigatory meeting which could result in the employee being disciplined, the employee shall have the right to have a Union representative present if the employee so requests. If the employee does not wish to have a Union representative present, the employee must sign a written waiver. A copy of waiver will be hand delivered to the Steward within a twenty-four (24) hour period of the investigative meeting. This time limit shall be deemed exclusive of Saturdays, Sundays and legal holidays.

**Section 3**

The Hospital will notify the Union in writing within two (2) Business days of any discharge or suspension. This time limit shall be deemed exclusive of Saturdays, Sundays and legal holidays. If the Union desires to contest the discharge or suspension, it shall give written notice thereof to the hospital within five (5) Business days. The parties agree that time is of the essence and if a grievance is not filed within five (5) Business days after notice to the Union the grievance is waived.

**ARTICLE 9- GRIEVANCE AND ARBITRATION PROCEDURE**

**Section 1**

A grievance is defined as any dispute between the parties hereto, or between an employee and the Employer, arising under the terms and conditions of this Agreement or the interpretation, application, performance, termination or alleged breach thereof. If any such grievance arises it shall be settled and determined exclusively by the following grievance and arbitration procedure, except as provided in Article 10, No Strike – No Lockout and
except as set forth in Article 8, Discharge and Discipline. Time limits set forth in the following steps may be extended only by mutual consent of the parties hereto, in writing.

Section 2

The purpose of this Article is to encourage the resolution of grievances at the lowest level possible and on an informal basis. The grievance procedure shall be informal and confidential unless otherwise stated herein.

Step 1. The employee shall first attempt to resolve the grievance with their immediate supervisor. The grievance must be made known to the supervisor no later than five (5) Business days from the date, or within five (5) Business days of when the employee should have reasonably known, of the occurrence giving rise to the grievance.

Step 2. If the matter is not resolved in Step 1, the employee shall, within five (5) business days after making the grievance known to their immediate supervisor, reduce the grievance to writing and present it to the CNO/Vice President of Patient Services or the designee. A grievance so presented at this step shall be answered by the Employer in writing within five (5) Business days after its presentation, with a copy forwarded to the Union (at the North Brunswick office).

Step 3. If the matter is not resolved in Step 2, the employee shall, within five (5) Business days after the receipt of the reply of the Employer, refer the grievance in writing to the President/CEO of the Hospital or the designee, with notice to the Union. The Employer shall render its answer in writing within five (5) Business days after the presentation of the grievance at this step. A grievance concerning a discharge or a suspension may be presented initially at Step 3, within the time limit specified in Step 1.
Step 4. If the grievance is not settled on the basis of the foregoing procedure, the Union may submit the issue in writing to arbitration within ten (10) business days of the Employer’s answer in Step 3. The arbitration shall be conducted under the Voluntary Labor Arbitration Rules then prevailing of the American Arbitration Association. The arbitrator shall decide the matter within the scope of this Agreement and his decision shall be final and binding upon the Employer, the Union and the employee. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify or to make a determination inconsistent with the provisions of this Agreement. Both parties shall pay one-half of the fees of the arbitrator and any other expense jointly incurred incident to the arbitration proceedings. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other party.

Section 3

All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays and holidays.

Section 4

Any disposition of a grievance from which no appeal is taken within the time limits specified herein, or as extended pursuant to agreement, shall be deemed resolved and shall not thereafter be considered subject to the grievance and arbitration provisions of the Agreement. In the event the Employer representative designated in Steps 1 thru 3 fails to respond to the grievance within the designated time period, such failure shall not constitute acquiescence to the grievance, and the grievance must be processed to the next step by the Union or the employee or will be considered resolved.

Section 5

A grievance which affects a substantial number or class of employees, and which the Employer representative designated in steps 1 and 2 lacks authority
to settle, may initially be presented in Step 3 by the Union representative.

**ARTICLE 10 – NO STRIKE-NO LOCKOUT**

**Section 1**

The Employer agrees that it will not lockout employees during the term of this Agreement.

**Section 2**

Neither the Union nor any employee shall call, sanction or engage in any strike, slowdown or stoppage of work, collective refusal to work overtime, picketing, demonstration, boycott, refusal to cross a picket line, sympathy strike, or other interference with the operation of the employer during the period of this Agreement.

**Section 3**

Should any of the events in paragraph 2 of this Article occur, in addition to any other liability, remedy or right provided by applicable law or statute, the Union immediately upon request of the Employer shall:

(a) Publicly disavow such action by the employees;

(b) Advise the Employer in writing that such action by The employees has not been called or sanctioned By the Union;

(c) Notify the employees of its disapproval of such Action, and that such conduct is unlawful, and order all employees to cease such action and return to work immediately; and

(d) Do everything in its power to prevent its members from participating in such actions, and take all steps as may be necessary to bring about
Section 4

Any employee engaging in any activity prohibited by this Article shall be subject to immediate discharge, with the Employer having the selective right to discharge or otherwise discipline any or all employees involved in the prohibited activity.

Section 5

In the event of an alleged or asserted breach of this Article, the Employer may resort to courts of competent jurisdiction, or may follow the contractual grievance arbitration procedure.

Section 6

The right of the Employer to seek injunctive relief in court against any action in breach of this Article without submission to the grievance and arbitration procedure is expressly recognized by the parties.

ARTICLE 11 - MANAGEMENT RIGHTS

Section 1

The management of the Hospital and the direction of the work force are vested exclusively with the Employer. The Employer retains all functions of management not specifically limited by the express language of this Agreement. Among the rights retained by the Employer, but not wholly inclusive of these rights, are the sole rights to hire, discipline, discharge, layoff and promote, to determine or change the starting and quitting time and the number of hours worked; to promulgate rules and regulations; to assign duties to the work force; to assign or transfer temporarily, or on a regular basis, employees to other duties as operations may require; to organize,
discontinue, enlarge or reduce a department, function or division; to introduce new or improved methods, equipment or facilities; and in all respect to carry out the ordinary and customary functions of management, whether or not exercised by the Employer prior to the execution of this Agreement. Matters of inherent managerial policy are reserved exclusively to the Employer and include, but shall not be limited to, such areas of discretion or policy as the functions and programs of the Hospital, standards of service, budget, utilization of technology, organization structure, and selection and direction of personnel. The Employer reserves the right to discontinue operations in whole or in part, to subcontract, to transfer, sell or otherwise dispose of its business in whole or in part, to determine the number and types of employees required, and to otherwise take such measures as management, may determine to be necessary to the orderly or economical operation of the institution. The above set forth management rights are by way of example; but not by way of limitation.

Section 2

The Union recognizes that the Employer may introduce a revision in the method or methods of operation which will produce a revision in job duties and a reduction of personnel. The Union agrees that nothing contained in this Agreement shall prevent the implementation of any program or work force reductions on any program to be hereafter undertaken by the Employer.

Section 3

The Union and the Employer recognize that the primary obligation of the Hospital is to ensure the safety, health and comfort of its patients. Consequently, the parties agree to cooperate to attain and maintain full efficiency and maximum patient care.

ARTICLE 12- PAST PRACTICE

The parties acknowledge that during the negotiations which resulted in
this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Accordingly, the terms of this Agreement shall constitute the full and complete agreement between the parties, notwithstanding any oral agreement or any past practices with the exception of any written side letter of agreement.

ARTICLE 13 - PROFESSIONAL PRACTITIONERS STATUS

The Employer recognizes that due to their unique education and experience, the employees covered by this Agreement have a unique contribution to make towards maintaining and improving professional nursing care in this facility.

Therefore, the parties agree to the establishment of a Council of Nursing Practitioners, consisting of all members of the bargaining unit. The Council may establish such committees as it deems desirable to carry out its function as set forth below. The Council shall advise the Employer of the membership of any standing committees. All meetings and other activities of the Council and its committees under this Article shall occur during non-working hours on Hospital premises by arrangement with the Employer.

The purpose and function of the Council shall be to make recommendations regarding standards of nursing practices consistent with those enunciated by the profession and specific to the Hospital. These recommendations to the nursing administration must relate solely to nursing practice and not to areas subject to the grievance and arbitration procedure.

Such recommendations shall be reduced to writing and submitted to the CNO/Vice President of Patient Services. The CNO/Vice President of Patient Services will respond to such recommendations within ten (10) days, in writing, if requested. Any actions taken or not taken in response to such
recommendations are within the sole discretion of the Employer, and shall not be subject to the grievance or arbitration procedure of this Agreement. The CNO/Vice President of Patient Services or designee shall meet quarterly or more frequently if necessary, to discuss such recommendations or responses with representatives of the Council at mutually agreed upon times.

ARTICLE 14 - HOURS OF WORK AND OVERTIME AND AVAILABLE TIME

Section 1

The normal work day for regularly scheduled employees shall continue to be eight (8) hours, including a one-half (½) hour paid meal period. Overtime compensation shall be paid at time and one-half (1½) the regular rate for any time actually worked in excess of forty (40) hours in a week, except that a part time employee who works more than four (4) hours into the second consecutive shift shall be paid at time and one-half (1½) for the hours worked during the aforementioned second consecutive shift. If the supervisor requests that a part time employee report to work two (2) or more hours prior to the start of the shift the employee will be paid at time and one-half (1½) for the two (2) or more hours providing they complete their scheduled shift. Overtime must be approved by the employee's immediate supervisor prior to its utilization.

Section 2

Employees shall be entitled to one (1) fifteen (15) minute rest period per shift.

Section 3

Only actual hours worked will be included in the overtime calculation. The only exception will be if an employee who is scheduled off for PTO is called in to work, that employee will automatically be paid time and one-half (1 ½) for hours worked during that shift. At their option, the employee may decide whether to rescind request for the previously approved/scheduled PTO for that
shift.

**Section 4**

Employees Full-time/Part-time are responsible for working every other weekend or 26 weekends per year, on a steady alternating schedule, one weekend on and one weekend off. This may be altered when an employee transfers from one unit/team to another or when an employee has to make up weekends. Time taken off on weekends scheduled to be worked will have to be made up on subsequent weekends within (ninety) 90 days of such absence unless mutually agreed otherwise or if staffing needs require it. The only exception is outlined below: in each calendar year, Full-time/Part-time employees will have the option of not making up four (4) pre-scheduled weekend days/shifts which are part of a pre-approved PTO request, employees hired before July 1st have the option of not making up two (2) pre-scheduled weekend days/shifts which are part of a pre-approved PTO request, employees hired after July 1st have no weekend exceptions.

Employees will not be required to make up the scheduled weekend shifts which fall during an employee’s inpatient hospital stay, approved medical LOA/FMLA or if an employee accepts a management requested staffing adjustment.

**Section 5**

Nothing in this Agreement shall constitute a guarantee of hours of work per day, or days of work per week.

**Section 6**

The Employer and the Union agree that individuals moved from one Unit to another will have appropriate training to be able to function. Non-bargaining unit personnel will receive appropriate training. The Employer will confer with all currently employed RNs/LPNs to determine those who require additional training/education to any Unit and provide such training.
Employees hired after ratification of this contract shall be oriented to all Units.

Non-bargaining unit personnel, then casual pool, will be moved prior to a regular employee to another MOD/Unit. Staff offering to work overtime or extra shifts and non-bargaining unit employees will be assigned to the MOD or Unit experiencing the staffing deficit. The Employer shall decide from what Mod/Unit an employee needs to be moved. The movement of employees from one MOD/Unit to another shall be rotated among all part-time employees on that Mod/Unit and shall be started with the least senior part-time employee on the MOD/Unit. A log for each MOD/Unit shall be kept in the Supervisor’s office.

Section 7 – Available Time

Along with the regular schedules posted on Friday every four weeks, a deficit list will also be posted and distributed to employees via email who have provided an email address. Employees wishing available time (i.e. extra shifts) shall notify the scheduling coordinator by 9:00am Tuesday after the schedule is posted. Extra shifts will be offered by category on a rotating basis within each category starting with the most senior employee.

1. Part-time employees up to 40 hours -no OT
2. Full-time employees up to 40 hours -no OT
3. Casual Pool employees covered by the CBA up to 40 hours -no OT
4. Casual Pool not covered by the CBA employees up to 40 hours -no OT
5. Full-time employees on an overtime basis
6. Part-time employees on an overtime basis
7. Casual Pool employees covered by the CBA on an overtime basis
8. Casual Pool employees not covered by the CBA on an overtime basis

Employees shall also be allowed to sign-up each posting period indicating their desire and availability to work extra shifts during that schedule period. Sign-up will be through the Scheduling Coordinator. Employees may decide to be added to the list or deleted at any time. If time becomes available
because of call outs, individuals on the sign-up sheet will be offered the extra shifts by category on a rotating basis within each category starting with the most senior employee.

All postings shall be kept for one year. The Employer shall review the casual pool utilization every six (6) months to determine whether creation of regular part-time or full-time positions would be feasible with findings furnished to the Union and Local president no later than the 21st of January and July.

Section 8

Time schedules are to cover a four (4) week period and are to be posted one (1) week prior to the implementation date of the schedule. No changes shall be made to the posted schedule without prior, direct notice to the affected employee.

Section 9

It is not the Employer's intent to require rotation of shift. If the Employer determines that shift rotation is necessary during the life of this agreement the employer will first request volunteers. If volunteers do not fill the need, assignments will be made in inverse order of seniority in an equitable manner based on the needs of a given group of patients. Such assignments shall be limited to thirty (30) shifts per nurse per year. Regular part-time employees shall be assigned on a pro rata basis.

Section 10

Nursing Management will consider requests for alternate scheduling provided however, that such arrangement shall be reduced to writing and subject to mutual agreement by management, the Union, and the affected employee(s), prior to implementation.

Section 11

One and one half (1 ½) hours prior to the start of an available time shift (as
defined in Section 7), staff may be cancelled in the following order. If more than one employee meets the criteria in any one category, inverse seniority will be applied.

1. Casual Pool working OT hours
2. Full-time working OT hours
3. Part-time working OT hours
4. Casual Pool working regular hours -non-OT
5. Part-time picking up extra shift -non-OT

Where there are no employees in Categories 1 through 3 above, an employee working their regular shift may volunteer to cancel. If accepted by the Employer, the employee may utilize PTO at their option. PTO used in this manner shall not be considered unscheduled. Voluntary cancellation of regular shifts shall be equitably rotated starting with the most senior.

**Section 12**

If overstaffing is identified after the start of a shift, cancellation of available time (as defined in Section 7) may occur in the order outlined below. Where two or more employees fall within the same category, cancellation shall be rotated starting with the least senior employee, with the exception of volunteers as in categories 1 and 5, where the rotation will begin with the most senior. For employee impacted by the staffing change, there shall be a minimum of four (4) hours pay.

1. Any employee working OT hours who volunteers
2. Casual Pool working OT hours
3. Full-time working OT hours
4. Part-time working OT hours
5. Casual Pool working regular hours -non-OT
6. Part-time picking up extra shift -non-OT
Where there are no employees in categories 1 through 4 above, an employee working their regular shift may volunteer to leave prior to the end of their shift and may utilize PTO at their option. PTO used in this manner shall not be considered unscheduled. Acceptance of volunteers shall be equitably rotated starting with the most senior.

ARTICLE 15- HOLIDAYS

Section 1

Employees shall be entitled to the following paid holidays:

- New Years Day
- Thanksgiving Day
- Memorial Day
- Christmas Day
- Independence Day
- Labor Day

Section 2

An employee who is not scheduled to work on a holiday will be paid for such holiday at their regular compensation rate. An employee who is scheduled to work on a paid holiday will be paid time and one-half (1½) the regular compensation rate. In addition, an employee who works on any of the paid holidays shall receive one (1) day off at the regular compensation rate within a month of the holiday or in lieu thereof shall be paid for one (1) day at the regular compensation rate as mutually agreed upon subject to the Employer's scheduling needs. No employee request for cancellation of scheduled holidays will be accepted prior to the start of the shift. If the cancellation process is initiated by the Employer, it will be offered by seniority (starting with the most senior) and on a rotating basis. At the time of offering, the employee will be notified that holiday time will be applied to the actual holiday and the additional day off with pay will be forfeited. If part-time, the hours paid for the holiday will be pro-rated.

Employees who have already received their extra day off with pay prior to the holiday will not be given the option to be cancelled.
Section 3

In lieu of holidays as listed herein, employees of various religious denominations may substitute three (3) days for religious holidays as appropriate to the observances of the employee's religion. At least thirty (30) days notice shall be provided the Employer by any employee wishing to substitute under this Section. Such substitute days shall be treated as holidays in accordance with the provisions of the Article.

Section 4

In order to be eligible for holiday pay, an employee must work the last scheduled working day before and the first scheduled working day after the holiday except, however, if an employee has an unscheduled PTO or is on ESL and is absent the day preceding or the day after the holiday, the employee to be eligible for holiday pay may be asked to submit a doctor's certificate. An employee who is scheduled to work on any holiday and fails to report for work shall receive no holiday pay for that day, unless the employee is on scheduled PTO or ESL.

Section 5

If a holiday falls on an employee's scheduled day off, the employee shall receive another day off at the regular compensation rate within a month of that holiday, or in lieu thereof shall be paid an additional day's pay as mutually agreed upon subject to the Employer's scheduling needs.

Section 6

If a holiday falls during an employee's scheduled PTO, the employee shall receive an extra day's regular pay or a day off with regular pay within one (1) month of the holiday, as mutually agreed upon. The employee may request a day off for the holiday and such request will be considered
and whenever possible granted.

**Section 7**

If at sometime in the future, Veterans Day or an additional holiday is recognized as a holiday for non-union employees, then it will also be recognized as a holiday for employees covered under this agreement.

**Section 8**

Calculation for part-time holidays – time and one half for hours worked on the holiday plus 8 hours off. Pro-rataion for any holiday scheduled off will be based on a percent of benefits paid as of the calendar date of the holiday, not the date the employee takes the holiday.

**Section 9**

For 11-7 shift, the holiday will be recognized as the eve of the legal holiday.

**Section 10**

Those employees currently required to work holidays will be assigned holiday by an A & B rotation concept.

<table>
<thead>
<tr>
<th>A</th>
<th>B</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 4</td>
<td>New Years</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>Labor Day</td>
</tr>
<tr>
<td>Thanksgiving</td>
<td>Christmas</td>
</tr>
</tbody>
</table>

Rotation of holidays, will take place following the Memorial Day holiday and of each year thereafter.
The employer shall retain the right to disallow a scheduled holiday when necessitated by staffing needs, this shall be by seniority and rotated. The A & B scheduling will be assigned by Management.

Before any changes in the Holiday schedules are made, volunteers will be sought. If no volunteers come forward, changes will be made in accordance with inverse seniority.

**ARTICLE 16-PTO/ESL**

**Section 1**

A. Regular full-time RNs shall accrue Paid Time Off (PTO) and Extended Sick Leave (ESL) based upon the number of annual days allotted, as listed below:

<table>
<thead>
<tr>
<th>Number Years of Service</th>
<th>Number of Days Accrued Per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>PTO</td>
<td>ESL</td>
</tr>
<tr>
<td>Up to 5 years</td>
<td>26</td>
</tr>
<tr>
<td>After 5 years</td>
<td>31</td>
</tr>
<tr>
<td>After 20 years</td>
<td>32</td>
</tr>
</tbody>
</table>

B. Regular full-time LPNs shall accrue Paid Time Off (PTO) and Extended Sick Leave (ESL) based upon the number of annual days allotted as listed below:
<table>
<thead>
<tr>
<th>Number of Years of Service</th>
<th>Number of Days Accrued per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>PTO</td>
</tr>
<tr>
<td>Up to 5 years</td>
<td>21</td>
</tr>
<tr>
<td>After 5 years</td>
<td>26</td>
</tr>
<tr>
<td>After 6 years</td>
<td>27</td>
</tr>
<tr>
<td>After 7 years</td>
<td>28</td>
</tr>
<tr>
<td>After 8 years</td>
<td>29</td>
</tr>
<tr>
<td>After 9 years</td>
<td>30</td>
</tr>
<tr>
<td>After 10 years</td>
<td>31</td>
</tr>
<tr>
<td>After 20 years</td>
<td>32</td>
</tr>
</tbody>
</table>

**Effective with the first pay period of 2020, PTO Accruals for LPNs will be modified as follows:**

<table>
<thead>
<tr>
<th>Number of Years of Service</th>
<th>Number of Days Accrued per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>PTO</td>
</tr>
<tr>
<td>Up to 5 years</td>
<td>23</td>
</tr>
<tr>
<td>After 5 years</td>
<td>28</td>
</tr>
<tr>
<td>After 8 years</td>
<td>29</td>
</tr>
<tr>
<td>After 9 years</td>
<td>30</td>
</tr>
<tr>
<td>After 10 years</td>
<td>31</td>
</tr>
<tr>
<td>After 20 years</td>
<td>32</td>
</tr>
</tbody>
</table>

C. Regular part-time RNs and LPNs shall accrue Paid Time Off (PTO) and Extended Sick Leave (ESL) on a pro-rata basis.
Section 2

Upon completion of three (3) months of service, employees may begin to utilize up to 2 days (16 hours) of PTO and have access to their full ESL accrual. Following the completion of six (6) months, employees are eligible for their PTO and ESL time accrued to date in accordance with the Use Guidelines listed within the Article.

Section 3

PTO is accrued to a maximum not to exceed double the annual accrual rate. ESL may be accumulated up to ninety (90) days, i.e. 720 hours. Once the maximum accrual is reached no further accrual will take place until time accrued is utilized, i.e. the balance falls below the maximum accrual. Employees will not be compensated for PTO time not taken unless the time was not taken through no fault of their own/or denied by management.

Section 4

Time off schedules shall be established taking into account the wishes of the employees and the staffing needs of the Employer. Employees shall submit their PTO requests via Employee Self-Service (ESS), no more than six (6) months and no less than five (5) days in advance. Requests shall be responded to as soon as possible, but not longer than two (2) weeks, and shall not be arbitrarily denied. Approved requests submitted within this timeframe will be considered “scheduled” PTO. Ideally requests will be submitted one (1) week prior to the date the Schedule is posted. (see Article 14, Section 8). In the event of a conflict in scheduling PTO time among employees arising from two or more PTO requests received on the same day, seniority shall prevail. Bargaining unit employees are not required to find coverage for scheduled time off.

A regular part-time employee is only eligible to utilize PTO and ESL benefits for the number of days worked per week.
Section 5

PTO time may be taken as single days. Any PTO requests exceeding two (2) successive weeks requires special approval by the Employer.

Section 6

Any request of PTO submitted less than five (5) days in advance will be considered “unscheduled” PTO. Within a 12-month period, employees may utilize up to six (6) unscheduled PTO days. Unscheduled days in excess of six (6) per rolling year will not be compensated. Employees with unscheduled days in excess of six (6) per rolling year will be subject to disciplinary action as per the Employer’s attendance policy.

To be eligible for unscheduled PTO, employees who are absent must notify a nursing management staff member prior to their scheduled work shift that they are unable to work. All employees must provide two (2) hours notice.

Section 7

In the case of illness or injury that requires three (3) or more consecutive days of absence, ESL can be used starting with the 3rd consecutive day of absence, with the first two (2) days compensated under PTO, providing the employee is eligible, based upon Section 2 and 6 above and has a PTO and ESL balance. Absences paid for under ESL shall not be considered an unscheduled absence.

In the case of illness of injury that requires five (5) or more consecutive days of absence, ESL can be used starting with the first consecutive day of absence, providing the employee is eligible, based upon Section 2 and 6 above and has an ESL balance. Absences paid for under ESL shall be not considered an unscheduled absence.

Absences due to illness or injuries of three (3) days or more require a physician’s clearance that the specific illness or injury causing the absence no
longer prevents the employee from returning to work without restrictions.

The Employer may request from the Employee who takes ESL or unscheduled PTO written notification from a physician verifying the employee’s illness or injury requiring absence from work, if the Employer has reason to believe there is an abuse of the time off provision.

Providing the Use Guidelines stipulated in the above Sections are met, employees may utilize PTO and ESL to care for immediate family members defined as: spouse, child and parent.

Employees who utilize PTO/ESL of five (5) days due to either their own or an immediate family member’s illness may qualify under Medical, FMLA or NJFLA leave and must notify the Human Resources Department so that required paperwork can be completed. See Article 19 Leaves of Absence.

Section 8

Employees may use up to forty (40) hours of PTO per year for any purpose set forth in the NJ Earned Sick leave Act, NJ S.A.34, 11 D-3. Employees requesting PTO (scheduled or unscheduled) for a purpose specified under the Act should designate NJESL on their request. If the employee fails to designate NJESL, the Employer will designate where applicable.

Section 9

Employees will convert one (1) ESL day into one (1) PTO day for every six month period they maintain perfect attendance. Perfect attendance is defined as not using any ESL days or unscheduled PTO days. The six month periods will be from Jan. 1st - June 30th and July 1st- Dec. 31st.

Employees with 10+ years may convert 2 ESL days into 2 PTO days for every six month period they maintain perfect attendance. Perfect attendance is defined as not using any ESL days or unscheduled PTO days. The six month
periods will be from Jan 1st – June 30th and July 1st – Dec 31st.

Section 10

Employees will be paid their eligible accumulated PTO balance upon termination of employment, in accordance with Section 2. Unused ESL will not be paid upon termination of employment.

ARTICLE 17 - BEREAVEMENT LEAVE

Upon completion of the probationary period, time off with pay up to three (3) working days will be granted to arrange for or attend a funeral or memorial service, when there is a death in the employee's immediate family. Immediate family should be defined to mean mother, father, husband, wife, brother, sister, children, grandparents and grandchildren.

Time off with pay of one (1) working day will be granted when there is a death of current mother-in-law, father-in-law, brother-in-law or sister-in-law. 2 Additional PTO days may also be used and shall not be counted in the calculation of the unscheduled time and not subject to the language in Article 16 Section 6. Proof of death and relationship will be submitted upon request of the Employer. Part-time employees will be entitled to pro rata bereavement leave pursuant to the provisions of Article 5.

ARTICLE 18-JURY DUTY

An employee called for jury duty shall promptly notify the Employer who may request that the employee be excused. In the event that the request is denied and the employee does report to jury duty, the employee will be paid the amount equal to the difference between the wages the employee would otherwise have earned and the daily jury duty fee paid by the court, for time that employees are unable to work because of such jury duty.

An employee shall be paid at the regular compensation rate if subpoenaed to appear in court on hospital business.
ARTICLE 19-UNPAID LEAVE OF ABSENCE

Section 1

In a case of medical disability, including maternity disability, all employees who have completed six (6) months of service may request unpaid leave of absence for a maximum of six (6) months which may be extended an additional three (3) months for staff who have ten (10) years of service at the time of the request. Prior to such leave being taken the employee may first utilize all accrued ESL. The Employer may require a doctor’s certification of the disability prior to granting a leave of absence. An employee returning from a leave of absence may be required to present a doctor’s certificate that the employee is able to perform all job duties normally in her classification. The hospital will attempt to return the employee to her former position and shift.

Section 2

Nursing related education leave leading to a associates degree in nursing i.e. graduate professional nurse, or bachelors degree, masters degree or Doctorate otherwise not covered by the terms of this Agreement will be granted without pay or benefits at the sole discretion of the Employer. The Employer will not unjustly, capriciously or arbitrarily deny such leave. To be eligible, a nurse must have completed three (3) years of service and matriculate in a Nursing program or a field related to her employment. The maximum leave granted will be limited to one (1) year.

Section 3

Requests for Personal Leave of Absence must be made in writing, stating the reason for the leave, requested starting date and anticipated date of return. Authorization for a Personal Leave of Absence shall be granted at the discretion of the CNO/Vice President of Patient Services. If such leave is denied and the employee voluntarily resigns, subsequent rehire, will place the
employee in the position of a new employee with no carryover of benefits or seniority.

In order to qualify for a Personal Leave of Absence, the employee must have completed one (1) year of service. Granting of Personal Leaves will be based upon the following schedule:

<table>
<thead>
<tr>
<th>Length of Service</th>
<th>Maximum Allowable</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 year to 2 years</td>
<td>2 weeks</td>
</tr>
<tr>
<td>2 years to 10 years</td>
<td>3 weeks</td>
</tr>
<tr>
<td>10 years to 25 years</td>
<td>4 weeks</td>
</tr>
</tbody>
</table>

The hospital will continue its contributions for life insurance and group health coverage for an employee on a personal leave of absence. Both regular full-time and regular part-time employees shall continue to contribute their regular bi-weekly contribution to maintain the continuity of their benefits while on Personal Leave.

Section 4

A Personal Leave of Absence will be granted on an unpaid basis only. During such a leave of absence employees will not accrue PTO, ESL, holiday time or seniority. Accumulated time will be held for use upon return.

Section 5

Employees must notify the Employer as far in advance as is practical if they know ahead of time that they will be requesting a leave of absence. An employee who fails to return to work upon termination of such leave of absence shall be deemed to have resigned.

Section 6

An employee who returns to work following such leave of absence shall
be reinstated to a former position or a comparable position with seniority provided the Employee has given two (2) weeks notice of their intention to return to work. An employee returning from a leave of absence will receive a preference for shift over a casual pool or temporary employee.

Section 7

An employee who engages in gainful employment during a leave of absence shall be deemed to have resigned, except where the Employer has given prior approval to the employee.

Section 8

The individual employee may opt to continue paying insurance premiums. Arrangements will be made through the Human Resources Department. Premiums are due the first of each month in the Human Resources Department. If said premium is not paid as due, the employee will be deleted from group coverage. Upon return from the leave of absence the employee will be eligible for reinstatement of insurance benefits on the first of the month following a three (3) month waiting period.

Section 9

Individuals covered under this agreement will be eligible for State and Federal Family and Medical Leave in accordance with all applicable laws.

Section 10

Prior to utilizing unpaid leave, employees on a qualified leave (medical, FMLA or NJFLA) whether consecutive, intermittent or reduced schedule will be required to utilize their ESL balance up to the approved amount of leave time, per leave occurrence, providing the reason for absence is illness.

Prior to utilizing NJ Family Leave Insurance, the employee must utilize two (2) weeks of PTO or ESL as appropriate to the specific leave.
ARTICLE 20 - HOSPITALIZATION/DENTAL INSURANCE

Section 1

If any changes are made in the benefit level, up or down, of the current health insurance coverage, including but not limited to such items as increase or decrease in deductibles or co-pays, with regard to all unrepresented employees, including those in management, those changes shall be applicable to employees covered under this agreement also.

Section 2

Part time employees will be eligible for equal coverage on a pro rata basis as set forth in Article 5 Section 1(b).

Section 3

Eligibility for health benefits will be the 90th day of regular service, while dental insurance benefits will begin the first of the month following three months of regular service. The hospital will comply with all aspects of the ACA.

Section 4

The Employer will make available dental insurance. The plan selected shall be at the sole discretion of the Employer.

Section 5

Full-time employees will be eligible for individual dental coverage at no cost to the employee. Dependent coverage will be available, with at least one plan offered not to exceed 50/50 cost sharing basis.
Section 6

Part-time employees will be eligible for equal dental coverage on a pro rata basis as set forth in Article 5 Section 1(b).

Section 7

The current medical opt-out program (which may be changed) calls for a $50 payback two times/month ($1,200 if annualized) for full-time employees who waive coverage through a Bacharach sponsored plan and provide proof of alternative coverage.

ARTICLE 21 – PENSION PLAN, LIFE INSURANCE AND M Malpractice INSURANCE

Section 1

Effective 9/20/03, the current pension plan ceased for all RN’s and LPN’s. Unvested employees will continue to accrue vesting service under the Betty Bacharach Rehabilitation Hospital Pension Plan until fully vested. Vested employees/benefits will be payable under the terms of the “old” plan. The Employer shall provide to employees covered by this agreement participation in the multi-employer “Central Pension Fund” of the International Union of Operating Engineers and shall contribute $1.45 on all hours paid during this contract. New hires will receive this benefit on the first of the month upon successful completion of probation (90 days).

Section 2

The Employer will continue to provide life insurance coverage at a level equal to that of its current life insurance coverage for full and part-time employees.

Section 3

The Employer will continue to provide malpractice insurance at a level equal
to that of its current malpractice insurance policy.

**ARTICLE 22-STAFF DEVELOPMENT**

**Section 1**

The employer shall continue to conduct a planned orientation program under the responsibility and direction of the Nursing Department. The CNO/Vice President of Patient Services will assure that new nurses receive adequate orientation to the facility, including specific orientation programs, clinical areas, and individual responsibilities. Recognizing that all new employees have differing learning needs, orientation shall be individualized to meet those needs. Clinical exposure to each specialty unit along with a general rehabilitation unit will be emphasized during the orientation period. During orientation on a new unit an orientee will work with a nurse who knows the unit. New employees shall be provided with their rate of compensation in writing at the time of their hiring interview or as soon thereafter as it becomes available but no later than the first day of orientation and shall also be provided with a copy of Bacharach Institute for Rehabilitation’s personnel policies. The new employee shall be advised that JNESO is the collective bargaining representative of the nurses and that membership is required upon completion of thirty-one (31) days of employment.

Within the first two (2) weeks of orientation the Employer will allow a JNESO representative the opportunity to address new hires, distribute copies of the Collective Bargaining Agreement and answer questions pertaining to the Union—such address will be non-confrontational in nature and will last no longer than one half (.5) hour. A list will be provided to the Local President and the Union.

**Section 2**

Each employee will be evaluated on at least an annual basis with the evaluation of nursing performance per se being done by supervisory nurses
in the Nursing Department. All disciplinary action notices and written evaluations placed in an employee's personnel file shall be signed and dated by the employee to indicate that the employee has read the document. Each employee shall have the right to review her personnel file.

**Section 3**

Annual competencies must be completed in the timeframe designated by the Employer (currently December 31st of each year). Other mandatory training/competencies as may be required by licensing or accrediting agencies must be completed by the date specified and shall be compensated at a minimum guarantee of one (1) hour when completed off shift. Such time shall be compensated at the employee’s regular rate of pay and counted as hours of work. Except in emergent or unexpected situations, schedules for such programs shall be posted at least four (4) weeks prior to the date they are held. Employees on leave of absence or vacation at the time mandatory training/competencies are due will be provided up to two (2) weeks to complete upon return from leave or vacation. The employee is responsible for contacting the Nursing Educator to schedule a make-up session. Employees returning from an extended leave of absence will be scheduled during their shift for mandatory competency completion as appropriate. All nurses are required to maintain CPR certification.

An organized program of internal education (in-services/on-line training/self-learning packets) will be provided.

**Section 4**

(a) Employees will be eligible for $800.00 per calendar year for courses taken at an accredited college or other recognized institution and upon receipt of confirmation as to matriculated status in a BSN program; this amount shall increase to $2,200.00 per year. Such money may also be used for scheduled fees including i.e. Laboratory fees, general fees, liability fees, activities fees, athletic fees and one time graduation fee. Such money may not include application or textbooks. Courses taken must have prior approval of the
CNO/Vice President of Patient Services. The Employee must have completed one (1) year of service prior to registration; the Employee’s most recent evaluation must have been satisfactory and the employee must receive a 'C' or better (or 'pass' in a pass/fail system) to be eligible for tuition reimbursement. If the Employee does not remain employed by the Employer for two (2) years after the completion of the course, the employee will return the monies received in full if employment ends within six (6) months of the completion of the course and on a prorate basis if employment ends at any time after six (6) months employment up to two (2) years of completion of the course.

(b) After the requirements in section (a) have been met the employee, upon presentation of the proper documentation as per hospital policy, may receive eligible reimbursement within fifteen (15) Business days.

(c) Employees may also receive approved tuition funding prior to completion of a course providing eligibility requirements in section (a) have been met, the CNO/Vice President of Patient Services has approved the prior funding and an invoice from the school is presented indicating the cost of enrollment. Such funds will be paid to the school within fifteen (15) working days at which time the employee will sign a payroll deduction authorization to be used in the event that the successful completion requirements in section (c) are not met.

(d) At their option employees not utilizing the applicable amount permitted in section (a) may elect to use up to $300 per year towards registration and course fees for job related seminars that have been approved by the CNO/Vice President of Patient Services. Monies utilized in this manner do not have to be repaid by the employee should they terminate their employment prior to one (1) year after the seminar or conference. An additional $200.00 per year above the $300.00 may be used by Registered Nurses for additional required CEUs for ARN/CRRN (=$500.00).

(e) Part-time employees working greater than or equal to eight-hundred
thirty-two (832) hours per year will receive these benefits pro rata based on actual hours paid.

(f) When utilizing educational funds for work-related seminars that fall on a scheduled work day or the day after a scheduled night or evening shift, employees may request use of the following education time. In each calendar year a full-time employee will be eligible for up to two education days (meeting time) of eight (8) straight-time hours for seminar attendance. Part-time employees will be eligible for one education day (meeting time) of eight (8) straight-time hours for seminar attendance. Education days shall not be allowed to accumulate and if not used shall be waived. When requested, education days cannot be unreasonably denied.

(g) Nothing in this Article shall prohibit the Employer from continuing the current practice of sending employees to job related seminars and programs on hospital time and at hospital expense.

(h) Any employee returning from a job related seminar or program will provide an In-Service report on that seminar or program matter at the request of the CNO/Vice President of Patient Services.

(i) The employer will provide registration fees for the CRRN Certification examination up to the cost of the exam one time only for Registered Nurses. For recertification the employee may use tuition reimbursement monies up to the amount of the cost of recertification.

1. These monies will be made available to the employee at the time of application for said exam.
2. Monies utilized in this manner do not have to be repaid by the employee should she terminate her employment prior to one (1) year after the exam or for failure to pass the certification exam.

(j) LPN’s pursuing a degree leading to RN status, shall be eligible for up to $3,000 per year. Utilization of such monies shall carry a two (2) year service commitment commencing with change to RN status.
ARTICLE 23- MISCELLANEOUS

Section 1

Employee Health Requirements – Following completion of new hire lab/physical requirements, on an annual basis, each employee is required to complete routine testing including PPD/PPD positive reactor form and Influenza consent/declination forms within the timeframe indicated by the Employer. The Employer shall be responsible for its cost when performed or arranged by the Employer.

Section 2

The collective bargaining Agreement shall be printed and made available to all employees with the cost of such printing to be shared by the parties.

Section 3

All vacancies, lateral transfers and/or promotions within the bargaining unit shall be posted for five (5) Business days on both the Union and the Employer's Bulletin Boards. Where two (2) or more qualified current employees have bid for such position, the Employer shall grant the position to the employee with the greatest seniority. All employees who apply shall be notified in writing of the individual decision in their case.

If no current employee bids for the open position within the five (5) days, the Employer may fill the position from outside the hospital.

Section 4

A minimum of three (3) elected delegates of the Union, to be determined by the local officers, shall be granted time off without pay to attend the Union Convention/Education Day(s) in April of every year. Delegates may request to use PTO Time if available. However, a total of up to five (5) members may be approved to attend based upon staffing needs. On an annual basis, elected
Officers shall be granted up to a maximum combined total of 15 unpaid union leave days. Such union leave request shall be submitted at least four (4) weeks prior to the posted schedule and shall not be capriciously or arbitrarily denied.

Section 5

The Employer will pay for emergency room treatment when it directs and requires an employee to be treated or examined in the Atlantic City Medical Center Emergency Room reserving the right to first submit charges to the employee's Medical Insurance carrier in non-work related instances.

Section 6

The Employer agrees to maintain lockers and lounges. The employer agrees that the lounges shall be accessible at all times for all bargaining unit employees. Parking will be maintained and every attempt will be made to make the parking lot and access roads safe.

Section 7

Courtesy Discount - Nurses will be eligible for a courtesy discount as outlined in the hospital’s Employee Courtesy Discount Policy.

Section 8

Non-Nursing Functions -

(a) In the interest of high quality patient care, the parties agree that it is in the employer's, employee’s and patient's interest to maximize the utilization of Registered Nurses and Licensed Practice Nurses in the nursing function and to minimize their use in non-nursing functions.

(b) Except in unusual situations, Registered Nurses/LPN’s covered by this Agreement will not ordinarily perform such non-nursing functions as housekeeping, maintenance, laundry, and dietary.
Section 9

Copies of all new/revised clinical and/or personnel policies and procedures which affect bargaining unit employees shall be sent to the Local President and the Union prior to implementation. Upon request, the Employer shall meet and discuss the changes. Complete copies of all current policies will be provided to the local president and JNESO within thirty (30) days of contract signing. The Employer shall attempt to provide enough time for discussion prior to implementation.

Section 10 - Uniforms

Navy blue uniforms will be worn by all RNs and LPNs beginning six (6) months after contract ratification. The Employer will provide a one-time reimbursement of up to $200 to RNs and LPNs employed at the time of contract ratification, following submission of receipts. Receipts should be submitted within thirty (30) days of uniform purchase, and reimbursement processed within fourteen (14) days.

Employees hired after contract ratification are solely responsible for the cost of their uniforms.

ARTICLE 24- CHEMICALLY DEPENDENT NURSES

Employees covered by this Agreement, who have been identified as impaired due to drugs and/or alcohol, will be offered appropriate assistance, either directly or by referral, within the New Jersey Board of Nursing GUIDELINES FOR REPORTING UNLAWFUL ACTIVITIES BY LICENSED NURSE.

Nursing Administration and the bargaining unit members concur that each licensed nurse is accountable for monitoring adherence to legally established practice standards and to the improvement of nursing efforts and service to the public.
It is the ethical and moral responsibility of each nurse to recognize their colleague’s alcohol and/or drug dependency/abuse and to assist them into treatment.

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Hire in rate for RNs limited to Step 11

**Licensed Practical Nurse**

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Section 1

(a) Employees with a BSN will receive a differential one dollar and thirty cents ($1.30) per hour added to their base rate. Employees shall be eligible for this payment the pay period after verification of degree is received by the employer.

(b) Employees with a MSN shall receive a differential of one dollar and thirty cents ($1.30) per hour added to their base rate. Employees shall be eligible for this payment the pay period after verification of degree is received by the employer.

Section 2

Registered Nurses with a CRRN Certification will receive a one (1) time bonus of $500.00, to be paid upon receipt of proof of certification. Employees with a CRRN Certification will receive one dollar and twenty cents ($1.20) added to their hourly base rate.

Section 3

Registered Nurses assigned to work in a higher classification for one (1) or more hours in a day shall receive the rate for the higher classification during that period. The rate for such "out of title" pay shall be three dollars ($3.00). Such "out of title" pay shall also apply to overtime and shift differential pay as defined in this Agreement. Working out of title is substituting for a supervisor who is not there for a full shift. Such substitution does not include evaluations or disciplining of bargaining unit members. The following are duties normally associated with this:

a. Receives intershift report from off going supervisor.

b. Assigns/re-assigns staffing resources per patient acuity, maintains "float log" as per contract
c. Logs all staff callouts noting reason, and time of callout.
d. Attempts to replace call outs as needed, logs all attempts to replace.
e. Facilitates appropriate investigation of any incidents, patient, visitor, and employee; completes Dr. Quality report.
f. Handles any patient/visitor complaints, documenting appropriately.
g. Acts as resource for staff for any patient care issues, using the physician on-call and administrator on call lists as needed. Makes rounds on all newly admitted patients or patient’s on report.
h. Obtains needed supplies for staff.
i. Utilizes the “Chain of Command” and “Clinical Controversy” policies to guide decisions.
j. Provides oversight and assists RN in patient care decisions
k. Notifies next of kin regarding change in patient condition.
l. Assumes supervisory role in all “Codes.”
m. Approves /disapproves requests by staff to leave early, or stay late.
n. Notifies physician of any patients leaving AMA and completes all appropriate documentation.
o. Provides direct supervision to staff to ensure that patient care standards are met.
p. Ensures that all the policies and procedures of the hospital are followed.
q. Contacts the administrator on call for direction as a situation necessitates.
r. Provides a complete intershift report to oncoming supervisor and completes the Administrator’s report for the shift.

Section 4

Registered Nurses and Licensed Practical Nurses who work the evening/night shift shall receive a differential of four dollars ($4.00). Employees regularly scheduled for shift differential who come in for Council Meetings on the day shift in lieu of working their regular 2nd or 3rd shift shall receive the appropriate shift differential for the council meeting. Employees permanently assigned to shifts that start after 3pm and end before 7am shall receive the shift differential on all paid time.
Section 5 - Extra Weekend Shift Worked

RNs and LPNs who work their regular schedule (i.e. no callouts) during the week prior and the week following, providing the weeks fall within the pay period in which an additional weekend shift is worked will be paid as follows:

Part-time employees—paid at time and one-half their regular rate
Full-time employees—paid at twice their regular rate.

Section 6

RNs who assume responsibility for a second MOD, due to no RN being assigned for at least two hours but less than four hours in a shift will receive $1.50 for all hours when such duties were assumed. If such duties are assumed for less than a two hour period per shift, no extra compensation will be due. If duties are assumed for four hours or more on the shift, the RN shall receive $1.50 per hour differential for all hours worked on that shift.

The above payment shall also be applied to RNs working the 1st shift on Renaissance without another RN or Renaissance RN Supervisor, and to RNs on the 2nd or 3rd shift if working on Renaissance without another RN.

ARTICLE 26 - CLINICAL LADDER

Criteria for the Clinical Ladder will be at the sole discretion of the employer. A copy shall be sent to the union. Staff RNs may apply for entry to the Clinical Ladder at Clinical levels 2, 3 and/or 4. LPNs may apply to the Clinical Ladder at Clinical level 2. One (1) year will be allowed for completion of applicable criteria.

Criteria will be evaluated on an annual basis in order to remain at the acquired clinical level. The evaluation will take place at the end of each contract year.

The committee to evaluate accomplishment of criteria for the clinical levels will include a representative from the applicable job classification, who is a member of a nursing council.
Differentials for clinical steps will be paid as follows:

Registered Nurse 04/28/2019

Clinical Level 2  $1.00
Clinical Level 3  $1.25
Clinical Level 4  $1.50

Licensed Practical Nurse
Clinical Level 2  $ .75

Eligibility for differentials will commence with the beginning of each contract year. No aspect of the clinical ladder program shall be subject to the grievance and arbitration provisions of this agreement.
ARTICLE 27 – DURATION

This Agreement shall be in full force and effect for the period commencing May 1, 2019 through April 30, 2022 and shall remain in effect from year to year thereafter unless either party gives notice of his desire to terminate this Agreement at least ninety (90) days prior to April 30, 2022 or ninety (90) days prior to the end of any subsequent yearly period.

In WITNESS WHEREOF the Union and the Employer have executed this Agreement on this day of June 5, 2018.

BACHARACH Institute For Rehabilitation

JNESO, District Council 1
IUOE/AFL/CIO

[Signatures]

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**SIDE LETTER OF AGREEMENT (1)**

There shall be one Sub-acute day shift staff RN on day shift who will also function as a supervisor and be excluded from the bargaining unit, but who shall perform all the normal functions of an RN.

**SIDE LETTER OF AGREEMENT (2)**

The parties have agreed to keep the rates for nurse educator in the collective bargaining agreement even though there are no bargaining unit members currently in that position. It is agreed that the current occupant of the position of Nursing Education Coordinator or any successors who may be performing nurse educator functions as well is not covered by the collective bargaining agreement. If any individuals are hired in the future to perform only nurse educator functions they shall be covered under the terms of the collective bargaining agreement.

**SIDE LETTER OF AGREEMENT (3)**

It is agreed between JNESO-District Council 1, IOUE (the Union) and Bacharach Institute for Rehabilitation (the Employer) that the Employer may offer bonus payment for critical shifts.

When identified, an email notification will be sent to JNESO and all nurses with a minimum opportunity for sign-up of 48-hours. Interest in picking up shifts should be communicated to the Scheduling Coordinator via method outlined in notification. In the case of multiple sign-ups for a shift designated as critical under this Agreement, time will be assigned following the criteria outlined under Article 14, Section 7 of the Contract. After this process, any unfilled critical shifts will be offered following the language of the above referenced section of the Contract.
Once a particular shift has been designated as critical, the Employer will offer bonuses to employees who agree to pick-up additional hours on that shift (i.e. not those working their regular schedule) based upon the following:

a. $50 for working a minimum of 4 hours
b. $100 for working 8 hours

Once a critical shift has been identified, any nurse who agrees or previously agreed to pick-up additional hours on that shift and works those hours will receive the critical shift bonus.

If an employee is confirmed to pick-up hours on a critical shift and is then cancelled prior to the start of the shift, the bonus will not apply. If an employee is requested and agrees to modify their schedule to provide coverage on a critical shift, that employee will receive the bonus and will not be cancelled as the modification becomes their regular schedule for the week.

Employees are expected to fulfill their normally scheduled hours within the week any critical shift bonus is paid. Unscheduled absences may result in bonus forfeiture if the infraction results in disciplinary action or the employee is in progressive discipline for attendance.

Bonus payments will have no contractual effect on the calculation of wages and overtime premium compensation to which an employee may otherwise be eligible.