AGREEMENT BETWEEN

HUMC HOLDCO, LLC

AND

JNESO – DISTRICT COUNCIL 1, IUOE

October 1, 2018 through September 30, 2021
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PREAMBLE

This Agreement made and entered into this 1st day of October 2018 by and between HUMC HOLDCO, LLC (hereinafter referred to as the “Employer”) for its place of business at 308 Willow Avenue, Hoboken, New Jersey 07030 and JNESO - District Council 1, IUOE/AFL-CIO (hereinafter referred to as the “Union”) 1225 Livingston Avenue, North Brunswick, New Jersey 08902.

WITNESSETH, whereas the purpose of this Agreement is to set forth the understanding reached between the parties hereto with respect to salaries, hours of work, and conditions of employment and to provide a means for the amicable adjustment of grievances that arise herein and,

WHEREAS, it is the intent and purpose of the parties hereto that this Agreement promote and improve the mutual interests of the patients of the Employer as well as of its employees through the improvement of the practice of nursing by the promotion of equitable employment standards and to avoid interruption and interference with service to the patients, accordingly the parties have 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.

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ARTICLE 1 - RECOGNITION

A. The Employer recognizes the Union as the sole and exclusive collective bargaining representative of all full-time, part-time, and per diem registered nurses including, but not limited to, cardiology nurses, maternal fetal medicine nurses, ambulatory services nurse, and X-ray nurses, case managers - RN, advanced practice nurses, non-managerial clinical documentation specialists, and non-managerial performance improvement - RN coordinators employed by the Employer at its Hoboken, New Jersey location.

Excluded from the aforesaid bargaining unit and not covered by this Agreement are all office clerical employees, service and maintenance employees, in-service instructors, licensed practical nurses, technical employees, nursing care coordinators, assistant nursing care coordinators, managerial clinical documentation specialists, managerial performance improvement – RN coordinators, non-RN case managers, chief of advanced nurse practitioners, managerial employees, all other professional employees, guards and supervisors as defined in the Act, and all other employees.

B. 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 A hereof.

Whenever the word “Local” is used in this Agreement that means the “Hoboken Local” of JNESO.

Whenever the word “Union” is used in this Agreement, it shall be deemed to mean JNESO- District Council 1, IUOE/AFL-CIO.
C. Upon the signing of this Agreement, the Employer shall furnish the Union with a copy of a list of employees covered by this Agreement. This list of employees in the bargaining unit is to contain the following information: employee’s name, home address, social security number, shift, date of hire and rate of pay. At the time a new bargaining unit employee, as defined in this Agreement, is hired, the Employer shall deliver to said bargaining unit employee, a written notice that the Employer recognizes and is in a contractual relationship with the Union.

D. The Employer shall notify the Union on a monthly basis of any new bargaining unit employees hired and said notification shall include the following information: employee’s name, home address, social security number, shift, date of hire, job classification, rate of pay, in addition to any employee on any leave of absence, and employees who terminate.

E. For purposes of this Agreement, the following classifications shall be identified as “2012 Added Nurses”: case managers – RN, advanced practice nurses, non-managerial clinical documentation specialists, and non-managerial performance improvement – RN coordinators.

**ARTICLE 2 - UNION SECURITY**

A. All employees covered by this Agreement who are members of the Union on the effective date of this Agreement or on the date of execution of this Agreement, whichever is later, shall remain members of the Union as a condition of employment. All present employees covered by this Agreement who are not members of the Union and all employees covered by this agreement who are hired
hereafter shall become and remain members of the Union in good standing as a condition of employment no later than the thirty-first (31st) day following the beginning of their employment or on and after the thirty-first (31st) day following the effective date of this Agreement, whichever is later.

B. For the purposes of this Article an employee shall be considered a member of the Union in good standing if he/she tenders his/her periodic dues uniformly required as a condition of membership.

C. Subject to Article 9, the failure of any person covered by this Agreement to become a member of the Union at the required time shall obligate the Employer, upon written notice from the Union to such effect to forthwith discharge such person. Likewise, the failure of any person to maintain his/her Union membership in good standing, as required herein, upon written notice to the Employer by the Union to such effect, shall obligate the Employer to discharge such person. 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 same are not tendered within the aforementioned twenty (20) days, the sanctions of this paragraph shall take effect.

**ARTICLE 3 - DEDUCTION OF UNION DUES**

A. The Employer, upon receipt of written authorization from the employee in the form annexed hereto and made a part hereof as Exhibit A, shall pursuant to such authorization, deduct from the wages paid to said employee and remit to the Union regular monthly dues as fixed by the Union.
B. Employer shall be relieved of making such “check-off” deductions upon:

1. termination of employment
2. transfer to a non-bargaining unit job.
3. lay off from work
4. an agreed leave of absence
5. revocation of the check-off authorization in accordance with its terms or applicable law

Notwithstanding 1 - 4 above, upon return of an employee to work from any of the foregoing enumerated absences, the Employer shall immediately resume the obligations and make the said deductions, except that deductions for terminated employees shall be governed by the first paragraph of this Article.

C. During an agreed leave of absence, the employee must make provision for remaining a member in good standing. Upon return of an employee to work in a bargaining unit position from any of the absences enumerated in (1), (2), (3), or (4), the Employer shall immediately resume making the said deductions.

D. 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.

E. 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 a year to date summary of the employee’s gross earnings and hours.
F. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of the 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, disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE 4 - NON-DISCRIMINATION

It is agreed that the Employer and Union will not discriminate against any employee covered by this Agreement because of race, color, creed, religion, national origin, political belief, sex, sexual orientation or age.

ARTICLE 5 - PROBATIONARY PERIOD

All new full-time employees will be on probation for a period commencing upon their first day of employment and until such employees have been employed for ninety (90) calendar days excluding time lost for illness and other leaves of absence. All new regular part-time employees will be on probation for a period commencing upon their first day of employment and continuing for one hundred and twenty (120) calendar days thereafter. Probationary periods may be extended an additional thirty (30) days. The Employer will notify the Union in writing of any extension of a probationary period and present documentation of the need for an extension. During the probationary period the employee will be subject to demotion, suspension, other discipline or discharge at the Employer’s sole discretion without recourse to the grievance procedure.
During the employee’s probationary period he/she shall not be entitled to any seniority rights under this Agreement. During the probationary period no employee shall be in charge on a unit or floor. Upon successful completion of the probationary period an employee’s seniority will be retroactive to the employee’s last date of hire.

Employees shall be eligible to earn sick leave, holidays, and vacation from their date of hire, and may invoke grievance and arbitration except for discipline and discharge or the decision to extend the probation period.

Probationary employees shall not be eligible to bid on any posted positions.

The probationary period for per diem nurses shall be thirty (30) shifts, but not to exceed seven (7) months.

**ARTICLE 6 - EMPLOYEE STATUS**

A. **Classification:**

Employees covered by this Agreement will be classified as either:

(a) regular full-time  
(b) regular part-time or  
(c) per diem.

B. **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 either forty (40) hours in a weekly period for
employees working five (5) eight (8) hour shifts, forty (40) hours in a weekly period for employees working four (4) ten (10) hour shifts or thirty-six (36) hours in a weekly period for employees working three (3) twelve (12) hour shifts. A regular full time employee will be eligible for all benefits in the manner provided for in this Agreement.

C. 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:

Less than forty (40) hours but more than eight (8) hours in a weekly period for employees working eight (8) hour shifts and;

Less than forty (40) hours but more than ten (10) hours in a weekly period for employees working ten (10) hour shifts and;

Less than thirty-six (36) hours but at least twelve (12) hours in a weekly period for employees working twelve (12) hour shifts.

A regular part-time employee is eligible for pro-rata benefits, including bereavement, tuition, education days and jury duty based on hours worked. Part-time employees regularly scheduled to work less than twenty (20) hours in a weekly period shall not be entitled to Hospitalization, Major Medical, Life or Dental Insurance coverage.

D. Per Diem Employees:

A per diem employee is an employee who does not work any regularly scheduled hours per week but rather works as available to supplement regular full-time and regular part-time employees. Per Diem employees are eligible for benefits as outlined in Article 43.
E. Non Exempt Status

All bargaining unit employees shall be classified as non-exempt employees under federal, state and local wage and hour laws. They shall be paid hourly wages pursuant to this Agreement in accordance with such status.

ARTICLE 7- SENIORITY

A. Definition:

1. For all employees other than 2012 Added Nurses employed on the date the modified collective bargaining agreement is ratified, seniority is defined as the length of time an employee has been continuously employed by the Employer\(^1\) in a bargaining unit position.

2. For all 2012 Added Nurses on the date the modified collective bargaining agreement is ratified, seniority is defined as the length of time an employee has been continuously employed by the Employer since the employee’s last date of hire with the Employer.\(^2\)

B. Application:

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

C. Accrual and Acquisition:

\(^1\) For the purpose of defining length of seniority, Employer shall include HUMC Holdco, LLC and Hudson Healthcare, Inc.

\(^2\) For the purpose of defining length of seniority, Employer shall include HUMC Holdco, LLC and Hudson Healthcare, Inc.
Bargaining unit seniority shall commence upon completion of the probationary period and shall be retroactive to the employees most recent date of hire with Hudson Healthcare, Inc. and/or HUMC Holdco, LLC. Regular part-time employees shall accrue bargaining unit seniority pro rata based upon their hours of work. Seniority dates for regular part-time employees will initially be calculated as of the end of the last pay period in 1999 and will be adjusted no less than annually thereafter.

The Employer will maintain a separate seniority list for per diems. Seniority for per diems will begin with their last start date as a per diem, unless the per diem status is maintained for one (1) calendar year, at which point the previous seniority shall be reinstated on a per diem list. Per Diem seniority shall be based on hours worked.

Bargaining unit seniority shall not accrue during a leave of absence unless it is a paid leave of absence, utilizing accrued benefit time. If benefit time is used to supplement disability, full seniority will accrue. Seniority will accrue during a protected leave of absence (FMLA) whether paid or unpaid.

An employee who accepts a position outside of the bargaining unit in HUMC Holdco, LLC and returns to a bargaining unit position within six (6) months from accepting the outside position, will retain all prior seniority that he/she had at the time he/she left the bargaining unit position. In no event will seniority accrue while working in the non-bargaining unit position. If an employee does not return to the bargaining unit within the six (6) month period, all previously earned bargaining unit seniority shall be forfeited.

D. Loss of Seniority:

An employee’s bargaining unit seniority shall be lost when the employee:
1. terminates voluntarily

2. is discharged for just cause

3. has exhausted all available leave

4. is laid off for a period of six (6) months or more or for a period exceeding the length of employee's continuous service with the Employer, whichever is less

5. fails to return to work within three (3) working days after recall by certified mail, return receipt requested, to the employee's last known address, except for illness of the employee as the cause of the delay, as certified by a licensed physician or where other provable reasons made it impossible for an individual to return on time, provided the employee notifies the Employer within three (3) days after recall

6. fails to apply for reemployment within the statutory period after separation from military service.

E. Lists:

On or before January 1, of each year, the Employer shall furnish to the Union and to the Local president a seniority list for full-time, regular part-time and per diem employees covered by this Agreement reflecting seniority based upon actual hours worked as of the end of the last pay period in the preceding year. The list shall be updated every six (6) months.

F. Temporary Unit Closure:

In the event a unit or department is closed on a temporary basis or partially closed due to a decline in census the following process will be followed:
1. Scheduled overtime will be cancelled provided they have at least two (2) hours’ notice.
2. Scheduled per diem staff will be cancelled provided they have at least two (2) hours’ notice.
3. Staff may be assigned to another unit within his/her float block on a shift by shift basis or may be assigned outside the float block if permitted by Article 51.
4. Staff will be asked to volunteer to use vacation time or leave without pay.

G. Permanent Unit Closure: Displaced employees are entitled to exercise the rights set forth in Article 55-Section A-Layoff.

**ARTICLE 8 - PROFESSIONAL NURSING COMMITTEE**

A. The parties recognize that due to the special training and experience of the employees covered by this Agreement, a Professional Nursing Committee shall be established.

B. The purpose of the Professional Nursing Committee is to encourage constructive discussion of matters related to professional nursing practice. It will be advisory and communicative in nature.

C. The Committee representatives shall be as follows with two (2) alternates (alternates shall serve in the absence of the regular representation) from each of the following areas of practice:
   1. Peds -- 1
   2. OB/L&D/Nursery –1(OB/L&D), 1 (Nursery)
   3. ICU/CCU -- 1
   4. Telemetry -- 1
   5. Med/Surg -- 2
   6. ER -- 1
   7. Center for Family Health -- 1
   8. Psych -- 1
   9. CCIS -- 1
D. The Committee shall meet as agreed by the parties, but not less frequently than twice a year, without loss of pay for those participating.

E. Matters for discussion and recommendation may be presented and formulated by Employer representatives as well as Committee representatives. Recommendations developed by either party shall be in writing and responded to in writing within fourteen (14) calendar days. Minutes shall be maintained and distributed for each meeting. Minutes of each meeting shall also be kept in the Nursing Office.

F. Matters discussed by the Professional Nursing Committee shall not be subject to the grievance procedure or arbitration.

**ARTICLE 9 - GRIEVANCE PROCEDURE AND ARBITRATION**

A. Definition:

A grievance shall be defined as a dispute or complaint involving the interpretation, application, construction or claimed violation of any clause of this Agreement. If any such grievance arises, it shall be submitted to the following grievance procedure. Time limits set forth in the following steps may only be extended by mutual written consent of the parties hereto.

B. Purpose:

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 in the grievance procedure.

C. Grievance:

Step 1: The employee shall immediately attempt to resolve the grievance through informal discussion with his/her Nursing Care Coordinator or Nursing Supervisor. If the grievance is not resolved, it must be submitted in writing to the employee's Nursing Care Coordinator or Nursing Supervisor no later than ten (10) working days from the day following the occurrence or it is forever barred.

Step 2: If the matter is not resolved within ten (10) working days after submitting the grievance in writing in Step 1, the employee shall, with the Union representative, present same to a Nursing Administrator or his/her designee. A grievance so presented in this step shall be answered by the Employer in writing within ten (10) working days after its presentation.

Step 3: If the matter is not resolved in Step 2, within ten (10) working days after the receipt of the reply of the Employer, the matter may be presented, in writing, at Step 3, to the Director of Human Resources or his/her designee. The Director of Human Resources or his/her designee shall render a decision in writing within ten (10) working days after the presentation of the grievance in this Step.

Any grievance for which the Employer Representative designated in Steps 1 or 2 lacks the authority to settle, may initially be presented at Step 3 by a Union Representative.

A grievance concerning a discharge or suspension may be presented initially in Step 3 in the first instance within the time limits specified in this Article (Step 1).
A grievance which affects a class of employees, may initially be presented at Step 3.

D. Arbitration:

Step 4: If the grievance is not settled on the basis of the foregoing procedures, either the Employer or the Union may submit the issue in writing to arbitration within ten (10) working days of the disposition of the grievance in Step 3. The aggrieved party shall request a list of arbitrators from the American Arbitration Association. The arbitrator’s decision shall be final and binding on both parties. The arbitrator shall have no authority to add to or subtract from or otherwise change or modify the provisions of this Agreement, but shall be authorized only to interpret the existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. Each party shall bear one-half of the fee of the arbitrator and any other expense jointly incurred incident to the arbitration hearing. 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. Only the Union and the Employer shall have the right to request arbitration.

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

F. 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 this Agreement.

G. The arbitrator may not substitute his judgment for that of management unless he finds that management has acted arbitrarily
through mistake or in violation of this Agreement. Each grievance will be arbitrated separately unless the parties agree otherwise.

H. In the event an arbitrator in his decision should award any back pay or other benefit to an employee, it is agreed that there shall be deducted from said award any earnings or benefits of the employee earned elsewhere during the period involved in accordance with the National Labor Relations Board standards.

I. Failure of any party to abide by the time limits set forth in this procedure shall give the grieving party the right to submit the grievance directly to the next step of this procedure.

J. The Union and the Employer will cooperate for the handling of grievances in such a manner that there will be no interference with normal operations of the Employer’s business.

K. In the case of a discharge or in any other grievance where the parties mutually agree an arbitration may be submitted for expedited arbitration under the rules of the American Arbitration Association.

ARTICLE 10 - DISCIPLINE

A. The Employer shall have the right to demote, discharge, suspend or discipline any employee for just cause. The Employer shall notify the Union in writing by certified mail return receipt requested of any discharge or suspension within three (3) days (excluding weekends and holidays) after the employee is discharged or suspended. If the employee or the Union desires to contest the discharge or suspension, he/she or it shall give written notice thereof to the Employer within five (5) days from the date of receipt of the notice of discharge or suspension (excluding weekends and holidays). In such event the dispute shall be submitted to and determined under the grievance and arbitration procedures of this
Agreement. In the event the written notice aforesaid is not given within the time limit specified, then and in that event, the filing of a notice and the contesting of the discharge or suspension shall be forever barred.

B. If the discharge or suspension of an employee results from conduct relating to a patient and the patient and/or person involved does not appear at the arbitration hearing, the arbitrator shall not consider the failure of the patient to appear as relevant or prejudicial to the Employer.

C. No employee shall be disciplined or called to a meeting that could result in discipline without being accorded the opportunity to have a Union representative present. If the employee waives the right to have a representative present, it will be documented in writing by both parties and submitted to the Chief Steward or Local President.

**ARTICLE 11 - UNION ACTIVITY, REPRESENTATION AND BULLETIN BOARDS & LABOR MANAGEMENT**

A. No employee shall engage in any Union activity, including the distribution of literature, which could interfere with the performance of work, during his/her working time or in patient care areas of the hospital at any time.

B. Duly accredited representatives of the Union who are not employed by the Employer shall have reasonable access to the hospital premises during working hours for the purpose of investigating grievances and to secure the enforcement of the terms and conditions of this Agreement, provided that their visitation does not interfere with hospital operations. However, prior to entering the hospital property, the Union representative shall notify the Human Resources Office. Once admitted to the hospital, the representative
will conform to all safety requirements of the Employer during his/her visit.

C. The Employer will provide a locked bulletin board for the use of the Union located on the third floor near the elevators, one on each unit at locations to be designated by agreement of the Employer and the Union, and one in the Center for Family Health. Nothing shall be posted on said board, which is disparaging to the Employer. The Union shall furnish the Employer with copies of all items posted before same are posted. All posted notices must be signed by a Local Officer or the JNESO Labor Representative.

D. No employee shall have the right to post any notice on the bulletin board.

E. The Employer will provide the Union with a locked mailbox on the Union office door.

F. The Union shall advise the Employer in writing of the names of the stewards who are authorized to act on behalf of the Union. If and when changes are made, the Union shall promptly notify the Employer in writing of such changes.

G. If staffing patterns permit, the work schedules of four (4) bargaining unit employees elected as Union representatives shall be adjusted to permit unpaid attendance at regular Union meetings not to exceed six (6) meetings per year providing Employer’s operations shall not be unreasonably impaired and provided one (1) month’s notice of said meeting is given to the Human Resources Department.

H. A Union office shall be provided.

I. Bargaining unit employees who represent the Union at Labor Management meetings with representatives of the Employer shall
not suffer any loss of straight time earnings. In addition, up to four
(4) Employees who attend quarterly Labor Management meetings
on their day off shall receive straight time pay for time spent in such
meetings.

J. The Employer will set up a time and location during the
orientation period for new employees, during which the Union may
address RN orientees. The Employer will notify the Union and the
Local President at least two (2) weeks in advance. Such a meeting
shall not exceed one hour. Management will provide the Local with
an orientation calendar on an annual basis and will notify the Local
of any changes within one (1) week.

K. The Employer will pay up to a combined total not to exceed
two hundred and fifty (250) paid hours to bargaining unit members
who attend negotiations concerning the next contract renewal at the
employee’s regular hourly rate.

L. A paid leave of absence at straight time rates will be granted
to a maximum of four (4) Union officers every other year who are
selected as delegates to the JNESO convention for the purpose of
attending said convention. No more than one member from the same
unit/shift may utilize the paid leave provided for in this section.

The delegates must give the Employer written notice requesting said
leave by the end of February in each convention year or the leave
will not be approved. Said leave will be granted for a period not to
exceed two (2) days.

ARTICLE 12 - STRIKES AND LOCKOUTS

A. It is agreed that the Union, its officers and representatives
and the employees covered by this Agreement will not collectively,
concertedly or individually, directly or indirectly, strike, sympathy
strike, picket, or in any way interfere with or interrupt the Employer’s operation during the term of this Agreement.

B. The Employer agrees that there will be no lockout of employees during the term of this Agreement.

C. If there is a strike, picketing or interruption or interference with the Employer’s operations, or violation of this Article in any manner by the Union or the employees covered hereunder during the term of this Agreement, the Union, by its officers, agents and representatives, shall immediately declare the strike, picketing or interference with operations illegal and unauthorized. The Union agrees further to cooperate with the Employer to remedy any situation by immediately giving written and oral notice to the Employer and the employees involved, declaring the said activity unlawful by ordering said employees to return to work and by directing said employees to resume full and normal work.

D. The Employer shall have the unqualified right to take whatever disciplinary action, including discharge, which it determines appropriate against any or all of the employees who participate in or encourage the aforementioned improper activity subject to the grievance and arbitration provisions of this Agreement.

E. The Employer reserves the right to institute appropriate court action on any violation of this Article if it so desires and this right shall be in addition to all other rights under this contract.

**ARTICLE 13 - MANAGEMENT RIGHTS**

A. All rights, powers and authorities the Employer had prior to the execution of this contract, except as the same are specifically abridged, delegated, or modified herein, shall and do remain
exclusively in management. Included in such rights, but not limited thereto, are management’s right to operate and manage its hospital; to select and to determine the number and type of employees required; to determine standards of operation; to direct the work force; to hire, classify, transfer, promote, demote, assign and lay off employees; to discipline and discharge for just cause; to determine the number of hours per day or per week to be worked; to plan, direct and control the entire operation of the hospital; to make technological improvements; to install or remove equipment or to change methods of operation whether or not such action causes a reduction of any kind in the number of employees; to discontinue and close operations and/or subcontract operations in whole or in part regardless of whether or not the same cause a reduction in the working force; to introduce new methods, procedures, processes, equipment and means of operating; to maintain safety; to assign nursing functions to such employees in accordance with the requirements determined by management; to establish and change work schedules and assignments; to promulgate rules and regulations, not inconsistent with the provisions of this Agreement and to reorganize or combine any department with any consequent reduction or change in the working force.

B. There shall be no individual agreements with the employee. This Agreement contains the full understanding between the parties and cannot be modified except by a written understanding, mutually acceptable to the parties.

C. The wage rates, economic benefits and other terms and conditions of employment provided for in this Agreement are intended to be and shall be in lieu of any other benefit, terms and conditions of employment and/or bonuses which may heretofore have been granted or made available to employees.
ARTICLE 14 - RULES AND REGULATIONS

The Employer will give the Union thirty (30) days advance notice of all new rules and policies and modifications of existing rules and policies ("Changes") that materially affect mandatory subjects of bargaining. Upon request from the Union, the parties will meet to discuss the Changes. The Employer may implement the Changes pursuant to agreement with the Union or upon reaching a bona fide impasse, subject to the Union's right to file a grievance, arbitration or an unfair labor practice.

ARTICLE 15 - EFFECT OF LEGISLATION – SEPARABILITY

It is understood and agreed that all agreements herein are subject to all applicable laws now or hereafter in effect; and to the lawful regulations, rulings and orders of regulatory commissions or agencies having jurisdiction. If any provision of this Agreement is in contravention of the laws or regulations of the United States or of the State of New Jersey, such provision shall be superseded by the appropriate provision of such law or regulation, so long as same is in force and effect; but all other provisions of this Agreement shall continue in full force and effect.

ARTICLE 16 - ORIENTATION PROGRAM

The Employer will provide all newly hired employees with an orientation period:

A. All newly hired nurses with at least six (6) months of experience (excluding rehires) shall receive a minimum four (4) week clinical orientation program (1-2 weeks on days and the remaining time on the shift for which the employee was hired, based on individual need). The clinical orientation is exclusive of any...
classroom orientation time. New orientees will be assigned to a preceptor during the entire orientation period and shall not be counted in staffing totals. Some areas may require additional orientation based on unit specific competencies.

During the orientation period, no employee shall work overtime. Newly hired graduates or new hires with less than six (6) months of experience shall have a ten (10) week clinical orientation program, with three (3) to six (6) weeks on the day shift and the remaining time on the shift for which the employee was hired, based on individual need. The clinical orientation is exclusive of any classroom orientation time. New orientees will be assigned to a preceptor during the entire orientation period and shall not be counted in staffing total. Upon completion of the classroom orientation the orientee will follow the preceptor’s planned schedule.

B. The orientation period may be shortened or extended for selected individuals based upon individual need and situation. However, if orientation is extended, it will only be extended for a period of thirty (30) days. This decision will be made based on an evaluative discussion among the orientee, preceptor, education coordinator and unit coordinator. Generally, there shall be weekly meetings to evaluate the progress of orientation, but in no event shall the meetings be less frequent than biweekly.

C. Employees transferring to any specialty from a different division shall receive at least a four (4) week custom designed clinical orientation, depending upon specialty, previous experience, and evaluation. During orientation, orientees will be assigned to a preceptor and will not be counted in staffing totals. Based on individual need and situation, the orientation may be shortened or extended as per Section B above.
D. Newly hired Orientees will not be floated.

E. In house transfers on orientation may be required to float, but no more than four (4) times during orientation.

Floating will be by inverse order of seniority on a rotating basis if more than one orientee is orienting on the same unit. Prior to floating, the Employer will:

- Assign nurses within their float block
- Seek volunteers
- Contact per diem nurses

Upon request, the Employer will provide documentation that the above procedure was followed.

In the event that an in house transfer on orientation is required to float, orientation time will be extended a sufficient amount of time to ensure an appropriate orientation.

F. (i) The orientation period for Case Manager – RNs, Non-managerial Clinical Documentation Specialists, and Non-Managerial Performance Improvement – RN Coordinators shall be four (4) weeks.

(ii) The orientation period for Advanced Practice Nurses shall be two (2) weeks.

**ARTICLE 17 - CHARGE NURSE**

1. A charge nurse will be designated in the absence of a NCC or ANCC and at other times as determined by the Employer.
2. The charge nurse will be assigned based on nursing practice, competency, and leadership ability.

3. Charge nurses will receive a minimum of one shift orientation to that position prior to assuming the charge role.

4. Charge nurses shall not be required to float unless mutually agreed upon.

5. Charge duties will be equitably rotated.

6. Effective October 1, 2018 until the first day of the first pay period beginning on or after January 1, 2019, charge nurse pay will be one dollar and fifty cents ($1.50) per hour for all hours worked in charge. Effective the first day of the first pay period beginning on or after January 1, 2019, charge nurse pay will be two dollars ($2.00) per hour for all hours worked in charge.

7. This Article shall not apply to 2012 Added Nurses.

**ARTICLE 18 - WORK WEEK – OVERTIME**

A. Normal work day:

   i. The normal work day for all full-time employees other than Advanced Practice Nurses, shall consist of eight (8) hours plus a one-half (1/2) hour unpaid meal period, ten (10) hours plus a one-half (1/2) hour unpaid meal period or twelve (12) hours plus a one-half (1/2) hour unpaid meal period.

   ii. The normal work day for all Advanced Practice Nurses shall begin no earlier than 6:00 am and end no later than 6:00 pm and shall consist of no less than
six (6) and no more than twelve (12) hours, plus a one-half (1/2) hour unpaid meal period.

iii. See Article 45 for terms and conditions governing 10 and 12 hour shifts.

B. The maximum straight time work week is forty (40) hours.

C. Overtime compensation at the rate of time and a half the employee's straight time compensation rate shall be paid for all time actually worked (see Section D below) in excess of forty (40) hours in a work week. Overtime must be approved by the Employer. Each unit will have a master overtime sheet in duplicate for computation of overtime. One copy of said sheet shall remain on the unit.

D. The following paid absences shall be considered as time worked for purposes of calculating overtime: jury duty days and bereavement leave days. All other paid time off shall not be considered time worked for purposes of determining overtime eligibility.

E. The Employer shall have the right to establish change and/or discontinue any shift or shift hours or starting times which it shall determine necessary, for business reasons. Whenever the Employer contemplates a change in existing shift hours, it shall notify the Union four (4) weeks in advance of the posting of the schedule of the reasons for the change and the date of implementation. The affected employees may at his/her option work the new shift in that particular unit or area. Such changes will be offered on a seniority basis. If such employees elect not to work the new shift, said employee will be able to bid on any vacant position and will be given preference over all other employees provided he/she possesses the necessary qualifications or is provided the opportunity to obtain the qualifications on the same basis as would be afforded a new hire for
the position. In the event the affected position has another shift change and becomes vacant, the displaced employee will have the option of returning to that position within one (1) year of transferring to another position.

F. There shall be no duplication or pyramiding in the computation of overtime or other premium wages and nothing in this Agreement shall be construed to require the payment of overtime and/or other premium pay more than once for the same hours worked.

G. The provisions of this Agreement shall not be construed as a guarantee of employment.

H. The Employer and staff share a mutual responsibility to care for patients. In the event overtime is necessary to provide coverage, overtime shall be offered as provided for in the Available Time article.

**ARTICLE 19 - REST AND MEAL PERIODS**

A. Each employee that works a scheduled eight (8) hour shift shall receive a fifteen (15) minute rest period scheduled by the Employer during the first half of a regular shift and a fifteen (15) minute rest period scheduled by the Employer during the second half of a regular shift. Each employee that works a scheduled ten (10) hour shift shall receive a fifteen (15) minute rest period scheduled by the Employer during the first half of a regular shift and a fifteen (15) minute rest period scheduled by the Employer during the second half of a regular shift. Each employee that works a scheduled twelve (12) hour shift shall receive three fifteen (15) minute rest periods scheduled by the Employer. The foregoing time limitations shall be strictly observed by the employees. Rest periods may be staggered by the Employer to meet patient needs.
B. There shall be a one-half (1/2) hour unpaid meal period which shall be scheduled by the Employer. Meal periods may continue to be staggered by the Employer to meet patient needs. An employee who cannot take his/her scheduled meal period (not rest periods) must call his/her coordinator or supervisor for relief which may be provided at any time during the first six (6) hours of the employee’s shift. If relief cannot be provided, the employee will be paid for such time only (with shift differential). Written approval of the coordinator or supervisor must be obtained to authorize this payment.

C. In the event there is only one (1) RN on a unit, lunch and break will be scheduled by mutual agreement between the Manager and the employee at the start of the shift.

D. Advanced Practice Nurses, Non-managerial Clinical Documentation Specialists, and Non-Managerial Performance Improvement - RN Coordinators may combine the fifteen (15) minute rest period for the first half of a regular shift with the one-half (½) hour unpaid meal period with the agreement of the Employer.

**ARTICLE 20 - SHIFT DIFFERENTIAL AND ROTATION**

A. Employees who work the 3:00PM to 11:30PM shift shall receive a shift differential of two dollars and fifty cents ($2.50) per hour.

Employees who work the 11:00PM to 7:30AM shift shall receive a shift differential of three dollars and fifty cents ($3.50) per hour for all hours actually worked on said shift.
Employees whose shift hours begin prior to 3:00 pm but who work the majority of hours after 3:00 pm will be entitled to shift differential for all hours worked.

Employees who work the 7:00 PM to 7:30 AM shift shall receive a shift differential of three dollars and fifty cents ($3.50) per hour for all hours actually worked on said shift.

Where a day employee works beyond their scheduled shift or rotates, they shall be paid the applicable shift differential on all hours worked beyond their normally scheduled shift.

B. The Employer may require employees with less than five (5) years of continuous service to rotate shifts or provide spot coverage. Rotation will be assigned in two (2) week increments by inverse seniority, on a rotating basis, unless otherwise agreed to by both parties. Such rotation or spot coverage shall be limited to sixty (60) days per year for those working an eight (8) hours shift, fifty (50) days per year for those working a ten (10) hour shift, and forty (40) days per year for those working a twelve (12) hour shift.

Employees with five (5) or more years continuous service shall rotate shifts or provide spot coverage upon mutual agreement. Such employees will be provided with a differential of six dollars ($6.00) per hour for all hours worked on a rotated shift or in providing spot coverage.

All cumulative unpaid leaves of absence, in excess of the initial three (3) months, will be added to the five (5) years continuous service in determining eligibility towards no rotation—no spot coverage except by mutual agreement. No nurse shall be rotated for the purpose of accommodating the scheduling of an agency nurse or per diem.
C. In cases where an RN agrees to rotation longer than the required two (2) week period and are returning to the day shift from the night shift after working one (1) month scheduled rotation on what is commonly known as the normal rotation basis will not be required to work on the day shift earlier than seventy-two (72) hours after the end of the last night shift worked. This paragraph shall not apply in situations involved under spot coverage above.

D. This Article shall not apply to 2012 Added Nurses.

**ARTICLE 21 – WEEKENDS**

Regularly scheduled eight (8) hour employees may be required to work every other weekend as identified in the job posting. Employees will not be required to make up weekends while they are out on approved vacation, but they will be required to make up any other weekends missed as determined by the Employer.

Additional weekends off may be granted in the Employer’s sole discretion, by seniority on a rotating basis, provided adequate staffing exists (Per Diem Commitment). This provision applies to eight (8), ten (10) and twelve (12) hour shift employees. A rotation list will be kept by management on each unit in a visible and accessible location.

Employees working ten (10) and twelve (12) hour shifts may be required to work up to forty-four (44) weekend shifts per year, not to exceed four (4) shifts per schedule unless mutually agreed upon to work additional weekend coverage.

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3 The phrase “as identified in the job posting” shall not apply to 2012 Added Nurses employed on the date the modified collective bargaining agreement is ratified.
Employees will not be required to make up weekends while they are out on vacation, however they may be required to work their forty-four (44) weekend shifts per year.

Required weekend work for part-time employees, newly hired (less than a year) employees and employees on an approved leave of absence will be on a pro rata basis.

A weekend shift is defined as Saturday or Sunday for those employees working the day and evening shifts, and Friday or Saturday for those employees working the night shift.

**ARTICLE 22 – HOLIDAYS**

A. Regular full-time employees shall be entitled to the following paid holidays within each contract year:
   - Martin Luther King’s Birthday
   - Memorial Day
   - Independence Day
   - Labor Day
   - Thanksgiving Day
   - Christmas Day
   - New Year’s Day

Premium Pay for Holidays listed above will be paid on the actual day irrespective of the date the Holiday is legally celebrated.

B. Recognizing that the hospital operates every day of the year and that it is not possible for all employees to be off on the same day, the Employer shall have the right, at its sole discretion, to require any employee to work on any of the holidays herein specified. The Employer will, consistent with the needs of the hospital, distribute holidays off on an equitable basis within departments. Except as provided elsewhere in this Article or Agreement, full-time employees may be required to work one half
(1/2) of the observed scheduled holidays listed above each calendar year to include no less than one (1) major winter holiday (Christmas or New Year’s Day) and no less than one (1) major summer holiday (Memorial or Independence Day). Employees shall alternate the A and B holiday work schedules each year. Regular part-time employees shall work a proportionate share of holidays in accordance with Article 46 of this Agreement. By mutual agreement employees may work more than the required number of holidays.

Per diem employees must work the holiday shift (day or night) for which they were hired or for which they work the majority of their hours. Per Diem nurses are required to work one (1) major winter (Thanksgiving, Christmas, New Year’s) and one (1) major summer (Memorial Day, Independence Day, Labor Day) holiday per year and follow an alternating schedule.

Employees who have eighteen (18) or more years bargaining unit seniority shall not be required to work Christmas and New Year’s. If there are insufficient non-exempt staff to work the Christmas or New Year’s holidays in a particular unit or shift, the Employer will seek volunteers and then mandate from the exempt group in inverse seniority order on a rotating basis.

During the first week of November in each year, the Employer will post the holiday schedule for all employees, beginning with Martin Luther King Day. In the event that the holiday rotation schedule results in the assignment of more staff than is needed, the employee may be granted off as in the past according to seniority on a rotating basis. The rotating list shall continue until all employees have had the opportunity to be rotated off (not on a yearly basis). If the employee chooses not to be rotated off on their given holiday, said rotation will count on the rotation list and the employee will not be eligible for rotation until all other employees have been rotated off.
Scheduled holidays granted off will be considered as holidays worked for the purpose of holiday work obligations.

A rotation list will be posted on each unit in a visible and accessible area, and will be maintained by management, recording additional holidays off.

Holidays work obligations will be grouped as follows:

<table>
<thead>
<tr>
<th>Schedule A</th>
<th>Schedule B</th>
</tr>
</thead>
<tbody>
<tr>
<td>*Martin Luther King</td>
<td>*Martin Luther King</td>
</tr>
<tr>
<td>Independence Day</td>
<td>Memorial Day</td>
</tr>
<tr>
<td>Labor Day</td>
<td>Thanksgiving</td>
</tr>
<tr>
<td>Christmas Day</td>
<td>New Year’s Day</td>
</tr>
</tbody>
</table>

*Nurses who are not required to work either Christmas or New Year’s (shift specific) in accordance with the second paragraph of B above will be scheduled to work Martin Luther King Day. In the event there are insufficient staff, this holiday will be staffed with volunteers or assigned in inverse seniority order on a rotating basis.

Employees may trade any of their holidays as long as the trade is a direct parallel trade on the opposite schedule. Volunteering to work on a holiday for which the employee was not scheduled does not satisfy the employee’s obligation to work his/her scheduled holiday.

Employees may not take a vacation day on their scheduled holiday to work. Holiday obligations must be met.

C. If a holiday falls on an employee’s regularly scheduled day off (units and areas that work a Monday through Friday schedule with weekends and holidays off), the employee shall receive a day off at the straight time compensation rate within thirty (30) days before or after the holiday. If a holiday falls during an employee’s vacation, the vacation may be extended by one (1) day, or at the
option of the Employer, the employee may receive a day off with the straight time compensation rate within thirty (30) days. In making the determination, the Employer will take into consideration the employee’s expressed preference.

D. If an employee is absent on the scheduled workday before and/or the scheduled workday after a paid holiday, the Employer may demand proof of illness. The Employer will deny pay for such holiday if satisfactory proof is requested and not furnished.

E. A regular full-time employee who is scheduled to work on any holiday shall be paid for work performed on that date at the rate of time and one half the employee’s straight time compensation rate including shift differential and in addition, shall receive an additional day off at the employee’s straight time compensation rate including shift differential within thirty (30) days before or after the holiday or, in lieu thereof shall be paid a day’s straight pay including shift differential at the option of the Employer. In making this determination, the Employer will take into consideration the employee’s expressed preference.

F. A regular part-time employee who is scheduled to work on any holiday shall be paid for work performed on that date at the rate of time and one half the employee’s straight time compensation rate including shift differential.

Per Diem employees who work on a holiday will be paid time and one half for all hours worked.

G. An employee must work on the actual holiday to qualify for time and one half pay.

H. Employees working on the actual holiday on all day and evening shifts will be paid premium pay.
Employees working on the eve of the holiday - 7:00 p.m. to 7:00 a.m. or 11:00 p.m. to 7:00 a.m. will be paid premium pay.

The shift that commences 7:00pm or 11:00pm on the eve of the holiday will be considered the holiday for purposes of holiday premium.

Shifts starting prior to 7:00pm will receive holiday premium on the day of the holiday (for example, 12:00pm- 12:00am and 3:00pm-3:00am).

Management shall make every effort to provide evening and night RNs who schedule themselves on the evening shift and the next shift after a holiday the opportunity to have off the opposite holiday block shift and the day after.

Premium pay shall only be paid once to any employee who might work on more than one of the eligible shifts above.

I. Bidding:

All job postings will include holiday schedule A or B. Successful bidders will assume the holiday schedule for the position upon hire or transfer.

J. Benefit hours for ten (10) and twelve (12) Hour R.N. same as 40-hour R.N. Hours to be paid in ten (10) or twelve (12) hour segments as follows:

Holiday time is accrued eight (8) hours per holiday.

**ARTICLE 23 – VACATIONS**

A. Vacation time is granted to employees in recognition of continuous service. Employees may not use vacation during the first
six (6) months of employment but will accrue vacation based on the below chart beginning upon date of hire.

B. Full-time and part-time employees are entitled to vacation time as determined by their bargaining unit and length of service specified in the chart below:

**FULL-TIME EMPLOYEE VACATION ACCRUAL**

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Vacation Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-9</td>
<td>184</td>
</tr>
<tr>
<td>10-19</td>
<td>188</td>
</tr>
<tr>
<td>20-29</td>
<td>196</td>
</tr>
<tr>
<td>30 or more</td>
<td>200</td>
</tr>
</tbody>
</table>

Accruals for part-time employees (excluding per diems) will be prorated and computed based on the previous pay period.

C. The rate of pay that employees receive for vacation will be an amount equal to their base rate plus any regularly scheduled shift differential, if applicable. Employees permanently assigned to the evening or night shifts will receive the shift differential as part of their vacation pay.

D. Annual Vacation accruals must be used within six (6) months or the accrual will be forfeited. There will be no balance of accrued vacation time carried over from year to year beyond the six (6) months unless despite more than one documented request, the employee was not granted sufficient time off.

E. 1. Vacation time may be used for scheduled absences such as vacation or other personal use, as well as unscheduled absences, such as an employee’s illness or family emergency.
2. Vacation time cannot be used in less than one-hour increments.

3. An employee who must go home due to illness will receive regular pay for the time worked and be eligible for vacation if accrued, for the remainder of the day or Sick pay if applicable.

4. In cases where there is an attendance problem a Department Head, prior to the employee’s return to work, may ask for a doctor’s certificate.

5. When a designated holiday falls during a scheduled vacation period, holiday pay will be paid on that day rather than vacation pay.

6. No part of scheduled vacation may be charged to sick time unless hospitalization is documented.

F. 1. The vacation schedule will be for a full calendar year, beginning January 1 and ending December 31. A vacation request form will be distributed to employees on or before November 1 of each year. The employees will make their preference selections by December 1 and return them to their nurse manager or designee. During the period between December 1 and January 1, the nursing office shall review vacation requests and grant them based upon seniority and operating needs within each unit or department in collaboration with the nurse manager or designee. Prior to being published on January 1, should a conflict arise via denial of vacation time, the affected employee shall be notified and given a chance to request a different vacation period. Vacation requests after the January 1st publication of the schedule shall be approved or denied within 10 calendar days.
2. The Employer will schedule vacation in a manner that permits proper staffing for patient care needs. Changes in vacations will be accommodated on a sixty (60) day notice where patient care needs permit but not at the expense of vacation already approved. If an employee makes no vacation selection by December 1, vacations will be granted on a first come first serve basis. Regular part-time employees will receive a proportionate vacation benefit. No more than three (3) weeks of an employee's vacation may be scheduled during the months of June, July and August of any year. Employees may take the same vacation period for two (2) years, consecutively, or longer, if there are no other requests. All vacation requests are subject to approval. Vacations may only be switched with a more senior bargaining unit member. If declined by the most senior bargaining unit member, it will then be offered to the other bargaining unit members by order of seniority. Switching of vacations may only occur up to thirty (30) days prior to the scheduled vacation.

3. Vacations can be scheduled throughout the year including December and January. However, employees cannot take vacations during the two (2) weeks that would encompass both the Christmas Day and New Year's Day holidays. Employees working Monday through Friday in departments closed on the Christmas and New Year holidays shall continue to be able to schedule vacations during this time.

4. To be eligible for these accruals for an unscheduled absence an employee shall notify his/her supervisor following departmental policy and provide at least four (4) hours’ notice before the start of the scheduled shift. In addition, the employee shall reasonably keep his/her supervisor informed of his/her progress while absent.
5. Failure to follow appropriate procedures will result in not approving payment for that time off.

6. Department heads and managers are responsible for monitoring their employees' scheduled and unscheduled vacation usage.

G. All vacation accrued prior to November 4, 2011 will be placed in a separate accrual bank and if used will be paid at the employee’s rate of pay on November 4, 2011. Unused vacation accrued prior to November 4, 2011 will not expire if not used.

H. Once an employee has given or been given notice of resignation or layoff no vacation time will be granted to the employee. Any vacation accrued and unused on the date of resignation shall be paid only if four (4) weeks’ notice of resignation is given. Any vacation accrued and unused for laid off employees shall be paid upon layoff. Accrued vacation will not be paid to those terminated for cause.

I. Employees will receive their vacation checks by noon of the last business day before the employee’s vacation and the same will be distributed by the payroll secretary or in her absence by the supervisors.

J. Vacation eligibility (time and pay) will not accumulate during periods of layoff, leave of absence, unpaid sick leave or other unpaid leave.

K. Vacation scheduling for bargaining unit employees will not be affected in any way due to auxiliary personnel scheduling or the scheduling of the ANCC or NCC.
ARTICLE 24 - SICK LEAVE

A. All full-time employees, following successful completion of probation, will accrue seven (7), eight (8) hour days annually and such accrual will continue from year to year up to a maximum of thirty (30), eight (8) hour days. Employees working ten (10) hour shifts will receive a total of fifty-six (56) hours annually and such accruals will continue year-to-year up to a maximum of two hundred and forty (240) hours. Employees working twelve (12) hour shifts will receive a total of fifty-six (56) hours annually and such accruals will continue year to year up to a maximum of two hundred and forty (240) hours. All part-time employees, following successful completion of probation, are eligible to receive a pro-rated amount of sick time, which is computed based on the previous pay period.

B. Sick leave may be taken only when employees are ill or unable to perform their duties due to health reasons. Use under any other circumstances is not permitted.

C. An employee who must go home due to illness will receive regular pay for time worked and be eligible for sick pay if accrued, for the remainder of the day or vacation pay, if applicable.

D. All sick time accrued prior to November 4, 2011 will be placed in a separate accrual bank and can be used pursuant to this policy. Any use of such time will be paid at the employee’s rate of pay on November 4, 2011. Unused sick accruals prior to November 4, 2011 will not expire if not used and will not be paid out upon termination, resignation or lay off.

E. Sick pay is payable only on scheduled working days in an amount equal to an employee’s base rate plus any regular differentials provided the criteria listed herein are met. Sick leave
payments will include shift differentials for employees permanently assigned to the evening and night shifts.

F. To be eligible for these accruals an employee shall notify his/her supervisor following departmental policy at least four (4) hours before the start of the scheduled shift. In addition, the employee shall reasonably keep his/her supervisor informed of his/her progress while absent. The Employer may request from the employee who has been absent on sick leave for three (3) days or more a certificate from a licensed physician certifying to the employee’s illness.

G. Before returning to work, following an illness of three or more days, a doctor’s certificate of fitness for work must be presented to the employee health nurse. The Employer may also require an examination by a doctor of its choice, at the Employer’s expense, of an employee returning from sick leave. In cases where there is an attendance problem, a Department Head or manager, prior to the employee’s returning to work may ask for a doctor’s certificate or examination for any illness.

H. There will be no accrual of benefits during unpaid periods of leave of absence, layoff, disability or sick leave. (Receipt of payment through the State disability program are considered unpaid leaves for the purpose of accrual, however, employees will accrue benefits for supplemented paid time.)

I. When the Employer directs an employee to the emergency room, it shall pay the resulting emergency room bills.

J. When an Employee goes on disability leave, the Employer will supplement their state disability benefit with accrued sick time, at the employee’s option, at a rate that will reflect the employee’s regular weekly paycheck until the sick time has been exhausted.
Full-time employees may utilize accumulated sick leave up to twenty (20) days before going on disability.

K. Once an employee has given or been given notice of termination, resignation or lay off, no sick time will be payable.

L. Temporary Disability. The Hospital shall have the sole and exclusive right to change the administrator for its temporary disability benefits plan from the State of New Jersey to a private entity provided that the new administrator’s temporary disability benefits plan is fully compliant with applicable State law and regulations and at a minimum, is equivalent to the temporary disability benefits required by State Law.

M. New Jersey Earned Sick Leave Act. The Employer shall comply with all provisions of the New Jersey Earned Sick Leave Act of 2018 (the “Act”). Per Diem employees are not eligible for any rights or benefits created by the Act or this Article. To the extent this Agreement provides rights and benefits which are more favorable to employees than those granted by the Act, such more favorable rights and benefits shall continue for the term of this Agreement.

N. Perfect Attendance Bonus: If an employee does not utilize any sick days during the period of December 1 until November 30, the employee shall receive a bonus in the amount of $600 and may redeem payment of up to four (4) vacation days. The payment of the bonus and any redeemed vacation days will be made before December 24th. If an employee elects to redeem any vacation days, the employee’s accumulated vacation days will be reduced by the number of days the employee redeems. This Section shall be effective starting with the December 1, 2018-November 30, 2019 bonus cycle.
ARTICLE 25- JURY DUTY/SUBPOENA

Regular full-time and part-time employees who are summoned to and report for jury duty (other than while on vacation, leave of absence or a period during which for any reason the employee is not working) as prescribed by applicable law, shall be paid by the Employer an amount equal to the difference between the amount of wages (excluding shift premium) the employee otherwise would have earned by working during straight time hours for the Employer on that day and the daily jury duty fee paid by the court (not including travel allowances or reimbursement of expenses), for each day on which he reports for or performs jury duty and on which he otherwise would have been to work for the Employer. An employee called for jury duty must promptly notify the Employer who may request that the employee be excused.

The Employer’s obligation to pay an employee for jury duty is limited to a maximum of eighty (80) hours pay covering a maximum of ten (10) eight (8) hour-days per year.

Part-time employees are eligible for this benefit on a pro rata basis.

In order to receive payment, an employee must give the Employer prior notice that he has been summoned for jury duty, must furnish satisfactory evidence that he reported for or performed jury duty on the days for which he claims such payment and must furnish proof of the amount of compensation received as such juror. The employee shall report to work on any day or portions of days he is excused from jury duty.

If the Employer is a party to a lawsuit and an employee covered by this Agreement is subpoenaed as a witness, the Employer will pay the employee for those days the employee actually must appear in court or give depositions or for those hours the employee is
instructed to meet with representatives of the hospital regarding a law suit. If an action arises out of the course of a nurse’s employment at the hospital and the nurse is subpoenaed as a witness, the hospital will pay the nurse for the day the employee actually must appear in court. The foregoing provisions shall apply to hearings before the courts of the State of New Jersey, the federal courts, the grand jury or any administrative agency, as well as municipal courts.

It shall not apply to employees subpoenaed to appear during off duty hours. The Employer shall not be obligated to pay an employee for an appearance in an action against the hospital when the employee is a witness for an employee or complainant who may be bringing an action against the hospital. In cases where the hospital is a party to an action and the employee covered by this Agreement is subpoenaed to appear or requested to appear on behalf of the hospital, the employee will be paid as aforesaid, whether on duty or off duty. The Employer shall have the option to attempt to have the employee released from the terms of any subpoena or required appearance in court and submit an affidavit or submit to a deposition in lieu of a court appearance. An employee who works 7pm-7am, and is subpoenaed or requested by the Employer to appear on behalf of the Employer shall not be required to work the night before, or the night of such appearance.

**ARTICLE 26 - EDUCATION DAYS-IN SERVICE EDUCATION**

**A.** Each regular full-time employee shall be entitled to use up to one (1) paid eight (8) hour education day per year at straight time rates. The education day shall be scheduled at least two (2) weeks in advance through and with the written approval of the Nursing Department in order to have minimum interference with patient care. The educational program must be approved by the Employer.
Such approval will not be unreasonably withheld. Education days may not be carried forward from year to year. The Employer may grant additional education days in its sole discretion. This benefit shall be prorated for part-time employees.

State mandated requirements (example ACLS) shall be paid and not counted as education days with the exception of CEU’s required to maintain licensure. Only programs that are not offered at a CarePoint Health facility are eligible for reimbursement. However, if time constraints do not permit an employee to participate in a program at a CarePoint Health facility, the Medical Center will reimburse the employee for the cost of the program up to CarePoint Health’s cost. Reimbursement will not be provided where an employee has allowed a certification to lapse.

B. The Employer will continue to conduct continuing In-Service Educational Programs for the benefit of the employees. In-Service Education will be offered on all shifts. In the event that such a program is scheduled on the employee’s time off, the employee will be paid at time and one half the employee’s regular rate if overtime applies in the event he/she attends such In-Service Program provided such employee has first obtained prior written approval of the Employer to attend such program.

C. The posting of the schedules of continuing In-Service Educational Programs shall be done at least one month prior to the scheduling of such programs.

D. National Certification:

Employees with National Certification from a professional organization (see Addendum A) shall receive one dollar ($1.00) per hour added to their base rate of pay.
Certification must be in the employee’s area of employment, i.e., O.R. certified in O.R.; certification must be maintained or differential will be discontinued; proof of certification must be provided; only one certification will be recognized; if transferred out of area of certification differential will continue until it expires. For the purpose of calculating base rate only, the differential will be deducted from the employee’s base rate each time a wage increase is given under this Agreement.

The Employer shall reimburse up to $500.00 towards the cost of the successful completion of examination and preparation, which does not include payment for time off to prepare. Such $500.00 reimbursement for the successful completion shall also be available each time an employee applies for re-certification.

E. Educational Differential:

Employees who currently hold or obtain a Bachelor of Science in Nursing degree shall receive an hourly differential of $0.80. Employees who currently hold or obtain a Master of Science in Nursing degree will receive an additional hourly differential of $0.80. The educational differential will be added to the employee’s base rate. For the purpose of calculating base rate only, the differential will be deducted from the employee’s base rate each time a wage increase is given under this Agreement.

F. With respect to 2012 Added Nurses:

a. Sections A, B and C of this Article shall apply.
b. Paragraphs one and two of Section D shall not apply.
c. Paragraphs three and four of Section D shall apply.
d. Paragraph E shall not apply.
G. Geropsychiatry nurses may be assigned to Med/Surg periodically for training with a preceptor to maintain their Med/Surg competency.

**ARTICLE 27 - BEREAVEMENT LEAVE**

A full-time employee shall be paid his/her regular pay for three (3) working days' absence in the event of the death of his/her parents, spouse or non-marital partner residing in the same domicile as employee, child, brother or sister, grandparents, grandchildren, mother-in-law and father-in-law of the employee. These days are for bereavement or other purposes related to death. Such three (3) working days must be taken within a reasonable time of the day of death or day of the funeral. The maximum number of days that can be granted under this provision is three (3) days. A day's pay under this provision shall be the employee's regular straight time hourly rate of pay times the number of straight time hours in the said employee's normal straight time workday. Subject to the foregoing limitations, the Employer will grant one (1) day off in the event of the death of the aunt, uncle, niece, nephew, brother-in-law and sister-in-law, of a full-time employee. Part-time employees shall be eligible for pro rata benefits as per Article 6, Section C.

**ARTICLE 28 - PATERNITY LEAVE**

A full-time employee covered by this Agreement shall receive one (1) day leave of absence with pay at straight time rates in the event of the birth of a child or in the event of an adoption.
ARTICLE 29 - LEAVE OF ABSENCE

A. Personal Leave:

Personal leave of up to thirty (30) days may be granted for personal reasons in the sole discretion of the Employer.

B. Educational Leave:

An educational leave of three (3) months may be granted with an extension of an additional three (3) months at the sole discretion of the Employer.

C. Leave Due to Health:

Any employee who is ill, injured or disabled (including illness or disability due to pregnancy) and presents satisfactory proof of such illness, injury or disability to the Employer, will be granted an unpaid leave of absence (subject to any eligibility for disability payments or use of vacation, sick time) for a period up to twenty-six (26) weeks on written application. Upon physician’s certification, such leave may be extended for up to twelve (12) additional weeks, not to exceed an overall total of thirty-eight (38) weeks leave of absence. If an Employee requires medical leave beyond this period or is ineligible for medical leave under this section based upon the eligibility criteria in Section F (1), upon written request to Human Resources, the Employer will evaluate and respond to such request in accordance with the Employer’s interpretation of applicable federal and state law. The Employer shall not act in an arbitrary, capricious or discriminatory manner in evaluating and responding to such a request.

During the leave of absence, the Employer may request written verification of the employee’s health status at periodic intervals and
the employee shall provide physician’s certification prior to returning to work.

D. Child-Care Leave:

Employees covered by this Agreement shall be granted an unpaid leave to care for a newly born child without pay or benefits (subject to voluntary use of vacation time and except as provided otherwise by State and Federal Family and Medical Leave legislation) in accordance with State and Federal Family and Medical Leave legislation.

E. Adoption:

In the event an employee legally adopts an infant or child, said employee shall be permitted a leave of absence in accordance with State and Federal Family and Medical Leave Legislation. Any such leave will be without pay or benefits (subject to voluntary use of vacation time and except as provided otherwise by State and Federal Family and Medical Leave legislation). The Employer may require proof of adoption.

F. General Conditions:

The following will cover all of the foregoing leaves of absences:

1. Employees’ eligibility for leave under this Article will be determined in accordance with applicable State and federal Family and Medical Leave legislation.

2. All requests for leave of absence must be in writing with the exception of bona fide emergency situations which may be oral. All requests shall be addressed to the nursing office. All leaves of absence will be approved in writing by Human Resources as soon
as possible but no later than five (5) days of receipt, exclusive of Saturdays, Sundays, and holidays. In bona fide emergencies, approval may be oral and subsequently confirmed in writing.

3. An employee who fails to return to work on termination of her leave of absence may be deemed to have resigned.

4. An employee who engages in unapproved gainful employment during a leave of absence will be deemed to have resigned.

5. An employee shall be subject to immediate dismissal for falsifying any reason given to the Employer for a leave of absence.

6. Except as provided by law, an employee on a leave of absence for twelve (12) weeks or less shall be returned to their former position. Employees returning from a leave that exceeds twelve (12) weeks shall be placed in their prior position if available, or in another position which shall be the most comparable position available, in accordance with the Employer's interpretation of applicable federal and state law, which shall not be performed in an arbitrary, capricious or discriminatory manner.

7. All leaves are without pay or other benefits except as required by law. Seniority shall not accrue during a leave of absence, unless such leave utilizes paid time or except as required by law.

8. State and Federal Law:

The Employer will promulgate forms and administrative policies consistent with this Article and its legal obligations. Any leave not covered by this article will be administered pursuant to applicable law and in accordance with all terms, conditions, rights and obligations contained in those statutes as they are currently constituted or may be amended, from time to time.
G. Light Duty Assignments

a. Subject to availability, the Medical Center may offer a light duty assignment to an employee with a temporary work-related or non-work-related illness or injury. The Medical Center shall not act in an arbitrary, capricious or discriminatory manner in offering a light duty assignment to an employee. Light duty assignments are not regular positions but are created for the purpose of rehabilitation and acceleration of an individual's return to work. Every effort shall be made to accommodate the employee, i.e. prescribe treatments, diagnostic studies, doctor appointments and transportation.

b. Light duty assignments are temporary and are usually eight (8) weeks. If an employee is unable to return to his or her position after completion of the eight (8) weeks of a light duty assignment, upon written request to Human Resources, the Medical Center will evaluate a request for an extension of the light duty assignment in accordance with the Medical Center’s interpretation of applicable federal and state law.

c. An employee who has received medical clearance to participate in light duty shall be eligible for consideration to participate in this program.

d. An employee working in a light duty assignment will maintain his/her regular rate of pay and benefits while in the assignment. An employee with a work-related injury or illness who rejects an available light duty assignment after she/he has obtained a medical clearance to perform light duty may be ineligible for workers’ compensation benefits.

e. An employee working in a light duty assignment will not be given a patient assignment unless duty modifications permit.
ARTICLE 30 - MILITARY LEAVE

Leave of absence for the performance of duty with the United States Armed Forces or with a Reserve or National Guard component thereof shall be granted in accordance with applicable law. Military duty shall not be considered the vacation of the employee unless the employee so chooses.

ARTICLE 31 - TUITION REIMBURSEMENT

Full-time employees shall receive financial reimbursement for furthering their education by pursuing after hour studies in accredited schools, colleges or universities or other recognized institutions. Courses chosen by the employee must be in a BSN, Master of Nursing or PhD program. Courses must directly relate to the employee’s present position or healthcare-related career within the Medical Center or prepare the employee to meet the specific qualifications for another position within the Medical Center to be eligible for reimbursement.

From October 1, 2018 through December 31, 2018, the maximum payment will be four thousand ($4000) dollars per calendar year for courses taken in a BSN program or five thousand ($5000) dollars per calendar year for courses taken in a Master of Nursing or PhD program. Effective January 1, 2019 the maximum payment will be five thousand ($5000) dollars per calendar year for courses taken in a BSN Program or six thousand ($6000) dollars per calendar year for courses taken in a Masters of Nursing or PhD program. The reimbursement shall be applicable only for tuition and laboratory fees. Reimbursement requests shall be made through the Human Resources Department. Payments will be made upon completion of the course and proof of a grade equivalent to “C” or better within sixty (60) days of the date of submission. Part-time employees shall be eligible for pro rata benefits as per Article 6, Section C.

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All courses must be approved by Human Resources in writing by the Employer before enrollment or the employee will not be entitled to reimbursement. The employee will have to remain employed for one (1) year after the date of the completion of the course that is reimbursed or be subject to refunding a prorated portion of the reimbursement.

ARTICLE 32 – HEALTH INSURANCE

A. The Employer shall continue to provide the group benefit plan currently in effect. Following is an outline of the principal terms of the plan provided for general information purposes. In all cases the plan language and summary plan description shall govern:

1. Employee Contributions. In each year of the contract, Employees participating in the Employer’s Health Plan shall make the following biweekly premium contributions through payroll deductions:

<table>
<thead>
<tr>
<th>Medical Plan</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Full Time</td>
<td>Full Time</td>
<td>Full Time</td>
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<tr>
<td>Current Contributions</td>
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<td>Part Time</td>
<td>Part Time</td>
</tr>
<tr>
<td>Current Contributions</td>
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<td>Bi-Weekly</td>
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53
### Dental Plan

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<th>Year 3</th>
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<tbody>
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<td>Full Time</td>
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<td>Bi-Weekly</td>
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<td>Bi-Weekly</td>
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<tr>
<td>Employee</td>
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<td>$3.51</td>
<td>$0.33</td>
<td>$3.60</td>
<td>$0.12</td>
<td>$3.68</td>
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<tr>
<td>1st &amp; Plus 1</td>
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<td>$4.18</td>
<td>$0.12</td>
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<tr>
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<td>$6.59</td>
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<td>PPO</td>
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<td>5% increase</td>
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<td>Bi-Weekly</td>
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<td>$0.50</td>
<td>$6.34</td>
<td>$0.25</td>
<td>$6.59</td>
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Employee premium contributions and plan benefits for the time period beginning October 1, 2018 and ending November 30, 2018 shall be in accordance with those described in the October 1, 2015 through September 30, 2018 agreement between the Parties.

2. **Plan Changes:**

Effective December 1, 2018, the following changes will be made to the Employer’s Health Plan:

**Prescription Drug Co-pays**

Change to a three-tier co-pay system, with the following classifications: Generic (G), Preferred Brand (PB), and Non-Preferred Brand (NPB). Co-pays will be as follows:
<table>
<thead>
<tr>
<th>Prescription</th>
<th>Co-Pays</th>
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</thead>
<tbody>
<tr>
<td>Retail (30 DOS)</td>
<td>G: $10.00 PB: $40.00 NPB: $60.00</td>
</tr>
<tr>
<td>Retail Maintenance (90 DOS)</td>
<td>G: $20.00 PB: $80.00 NPB: $120.00</td>
</tr>
<tr>
<td>Mail Service (90 DOS)</td>
<td>G: $20.00 PB: $80.00 NPB: $120.00</td>
</tr>
<tr>
<td>CarePoint Health Pharmacy (BMC and Christ) 30 DOS</td>
<td>G: $7.00 PB: $35.00 NPB: $50.00</td>
</tr>
<tr>
<td>CarePoint Health Pharmacy (BMC and Christ) 90 DOS</td>
<td>G: $14.00 PB: $70.00 NPB: $100.00</td>
</tr>
</tbody>
</table>

**Deductibles (In-Network and Out-of-Network)**

Individual deductible – increase to $750  
Family deductible – increase to $1,500

**MD Co-pays**

December 1, 2018- Increase to $30  
December 1, 2020- Increase to $35

**Out-of-Pocket Maximum**

In Network –$3,500 for Individual and $7,000 for Family  
Out of Network –$5,100 for Individual and $10,200 for Family (no change)

**B.** The Employer may change coverage plans, plan administrators, insurance carriers, plan requirements, structures and characteristics as applicable to the bargaining unit employees provided there is no material adverse change in benefits.

**C.** All employees agree to complete and execute all forms and supply all data and information and submit to such medical examinations as it may be required to furnish the aforesaid welfare or insurance benefits.
D. During the period of layoff, leave of absence or any other period when an employee is not working (with the exception of vacation period, paid sick leave, and/or family medical leave), the Employer shall not be required to provide any of the aforementioned welfare or insurance benefits. During such period, the employee shall have the option to continue such benefits at the group rate, consistent with COBRA.

E. Upon the recall or return to work of an employee after layoff or leave of absence, the Employer shall resume active employee benefits pursuant to the plan.

F. The Employer agrees to pay six hundred dollars ($600) annually to an Employee eligible to participate in the Employer’s group benefit plan, yet who elects not to participate in the plan. In order to receive this payment, the Employee must present proof of alternate insurance coverage. Payments will be made in bi-weekly installments.

G. **Wellness Programs Applicable to All Individuals Covered Under the Employer Health Plan:**

   1. The Employer will engage an independent third party administrator within six (6) months of the effective date of the contract to implement and administer the wellness programs. The employer will provide the Union with notice to and an opportunity to discuss the administrative details of the wellness programs prior to implementation.

   2. The wellness programs are voluntary. They are as follows:

      a. Nutrition counseling if BMI determines that an individual is medically obese (managed by a third party
nutrition counseling company) at no additional cost to the individual.

b. If an individual suffers from one or more chronic conditions, he/she will be placed in a third party care management program (assigned a nurse practitioner and social worker to help with medication compliance and medical coaching) to consist of telephonic coaching and minimum of four (4) visits per year at a mutually agreeable location when the diagnosis is CHF, COPD, Diabetes or Stroke. There will be no additional cost to the covered individual for participation in the program.

c. A second opinion prior to a surgery is required which will be managed by a third party company at no additional cost to the individual. Individuals still can have the surgery irrespective of the result of the second opinion.

3. If any covered individual declines to participate in any or all of the programs or fails to comply with the guidelines set forth in the programs, a penalty in the amount of thirty percent (30%) of the cost of employee only medical insurance coverage will be imposed against the employee each year a covered individual declines to participate in the programs or fails to comply with the guidelines set forth in the programs, consistent with applicable law. The employer reserves the right to refrain from imposing such penalties in whole or in part.
ARTICLE 33 – 401(K)

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

The Employer will provide a base level match of one hundred percent (100%) of employee contributions up to three percent (3%) each year. Additional contributions are at the sole and exclusive discretion of the Employer. Participation at any level is subject to the respective Plan requirements.

The vesting period for contributions made by the Employer shall be reduced from six (6) years to five (5) years.

Effective January 1, 2019 the plan will be amended to include an employee loan program.

ARTICLE 34 - MALPRACTICE INSURANCE

Employees shall receive the same professional liability insurance coverage as all other hospital employees. The limits on said policy shall be no less than five hundred thousand dollars ($500,000) for any one claim and one million dollars ($1,000,000) in the aggregate of claims. The Employer shall have the sole and exclusive right to select the insurance carrier and to change the same.

ARTICLE 35 - LIFE INSURANCE

The Employer shall provide life insurance protection to all full-time and part-time employees working a minimum of twenty-four (24) or more hours per week at the rate of one time the employee’s annual base salary.
ARTICLE 36 – MISCELLANEOUS

A. Identification Card:

The Employer shall provide each employee one (1) identification card at the Employer’s cost. Replacement cards will be paid for by the employee. All employees must wear their name pin at all times while they are on duty.

B. Parking: Parking fees for Hospital employees who park in Hoboken Parking Utility garages shall be no higher than the rates set by the Utility for HUMC employees. In addition, eligible Hospital employees may use a Transportation Spending Account in connection with their parking fees to the extent permitted by the plan the Hospital created pursuant to Section 132 of the Internal Revenue Code.

C. Paychecks:
Paychecks will be distributed to nurses who do not elect direct deposit on their individual units.

ARTICLE 37 – PROFESSIONAL ATTIRE ALLOWANCE

In those classifications where the Employer requires the employee to wear a uniform, full-time employees shall receive the following uniform allowance:

1. Employees on the payroll of the Employer as of April 30th of each year shall receive a uniform allowance of two hundred and forty ($240) dollars, payable during the first full pay period of May.

2. Part-time employees shall receive this benefit pro rata based on their regularly scheduled hours of work.
3. In the event that the Medical Center changes the color, style or design of uniforms that would require employees who are required to wear uniforms to purchase new uniforms, or should the Medical Center decide to issue uniforms and forgo the allowance, the Medical Center agrees to:

a. Provide employees with written notice of the effective date of the change prior to issuance of the professional attire allowance to employees; and
b. Implement such change a minimum of thirty (30) days after issuance of the professional attire allowance to employees.

ARTICLE 38 – IMPAIRED NURSE

The Union and the Employer support the goal of helping a nurse impaired by alcohol and/or drugs to return to an acceptable level of nursing practice. Every attempt shall be made to accomplish this through confidential assistance and guidance toward voluntary participation in an effective rehabilitation program for impaired nurses. A nurse who requests a leave of absence for an impairment shall be granted an appropriate leave for medical reasons under Article 29. The first extension of any such leave will be granted upon a physician’s request only. The nurse may return to work only upon presentation of a letter from the rehabilitation program authorizing return to work.

ARTICLE 39 – CONTRACT PRINTING

The cost of printing the collective bargaining agreement shall be shared equally by the Employer and the Union. The Employer will be provided with 100 copies.
ARTICLE 40 – ACCESS TO PERSONNEL FILES

An employee may review his/her personnel file on the employee’s own time provided forty-eight (48) hours’ notice is given (excluding Saturdays, Sundays and holidays) to the Human Resources Department. Employees may request copies of items in their personnel file which will be furnished at a charge of three (3) pages for twenty-five ($25) cents. Employees will be permitted to respond in writing to anything placed in their personnel file at the time said document is reviewed with the Employer. Employees will not be given access to pre-employment information (e.g. references) in their respective files. A notation of all verbal warnings will be placed in the employee’s personnel file in the Human Resources Department.

All evaluations and notices of disciplinary action shall be reviewed with the employee who shall be requested to sign or initial the same prior to placement in his personnel file. Such signing or initialing shall not indicate an acceptance or admission of the statements contained in said materials.

ARTICLE 41 – WAGES

A. Wage Rates for Newly Hired R.N.s:

All newly hired bargaining unit members will be hired in at a salary step that provides for one (1) year of credit for every one (1) year of current, relevant experience. Current is defined as continuous experience or if broken, within five (5) years. Relevant experience is defined as acute care hospital experience.

A newly hired nurse with prior current, relevant work experience as a Licensed Practical Nurse will be hired in at a salary step that provides for one (1) year of credit for every three (3) years of LPN experience.
Effective October 1, 2018, the wage scale below shall be used to determine new hire wage rates only. These wage rates shall not apply to incumbent employees. After the rate of a new hire is set in accordance with the wage scale, such employee shall then receive wage increases in accordance with Paragraph B of this Article 41.

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</tr>
<tr>
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<td>$50.67</td>
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<td>29</td>
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</tr>
<tr>
<td>30</td>
<td>$49.60</td>
<td>$50.84</td>
<td>$52.11</td>
</tr>
</tbody>
</table>

B. **Increases:**

1. Effective the first day of the first pay period beginning on or after October 1, 2018, the Employer will grant a two and one half percent (2.5%) across-the-board wage increase for all bargaining unit employees, including all full-time, part-time, and per diem employees employed on that date. Such increase will be applied to the employees’ base rates.

2. Effective on their dates of hire, the Employer will grant a 2.5% across-the-board wage increase to all bargaining unit employees, including all full-time, part-time and per diem employees, hired between October 1, 2018 and the date of ratification of the memorandum of agreement between the parties. Such increase will be applied to the employees’ base rates.

3. Effective the first day of the first pay period beginning on or after October 1, 2019, the Employer will grant a two and one half percent (2.5%) across-the-board wage increase for all bargaining unit employees, including all full-time, part-time,
and per diem employees employed on that date. Such increase will be applied to the employees’ base rates.

4. Effective the first day of the first pay period beginning on or after October 1, 2020, the Employer will grant a two and one half percent (2.5%) across-the-board wage increase for all bargaining unit employees, including all full-time, part-time, and per diem employees employed on that date. Such increase will be applied to the employees’ base rates.

5. All wage increases for employees at the maximum salary step or above are encompassed in the above-referenced across-the-board wage increases per Paragraph (B)(1)-(4) of this Article 41.

6. From October 1, 2018 through September 30, 2021, there will be no longevity bonuses and no experience step increases.

C. 2012 Added Nurses:

1. All 2012 Added Nurses will receive the across-the-board wage increases set forth in Section B of this Article, if eligible.

2. Case Manager – RNs and Non-Managerial Clinical Documentation Specialists will be placed on the RN Wage Scale at the step corresponding to their years of experience determined in accordance with the Section A of this Article. All step movements will be governed by Section B of this Article.

3. Non-Managerial Performance Improvement RN Coordinators shall not be placed on the RN Wage Scale. However, they shall receive the across-the-board wage increases set forth in Section B of this Article, if eligible.
4. Advanced Practice Nurses: Effective October 1, 2018, the wage scale below shall only be used to determine new hire wage rates for Advanced Practice Nurses. These wage rates shall not apply to incumbent employees. After the rate of a newly hired Advanced Practice Nurse is set in accordance with the wage scale, such employee shall then receive wage increases in accordance with Paragraph B of this Article 41.

**Advanced Practice Nurse Wage Scale**

<table>
<thead>
<tr>
<th>YEARS EXP</th>
<th>HIRE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Effective the first day of the first pay period beginning on or after 10/1/2018</td>
</tr>
<tr>
<td></td>
<td>Effective the first day of the first pay period beginning on or after 10/1/2019</td>
</tr>
<tr>
<td></td>
<td>Effective the first day of the first pay period beginning on or after 10/1/2020</td>
</tr>
<tr>
<td>0</td>
<td>$48.82</td>
</tr>
<tr>
<td>1</td>
<td>$49.79</td>
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<tr>
<td>2</td>
<td>$50.77</td>
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<tr>
<td>3</td>
<td>$51.73</td>
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<tr>
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<td>$53.68</td>
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<td>7</td>
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<tr>
<td>8</td>
<td>$56.61</td>
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<td>$57.58</td>
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<td>$60.58</td>
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<td>14</td>
<td>$61.25</td>
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<tr>
<td>15</td>
<td>$61.94</td>
</tr>
<tr>
<td>16</td>
<td>$62.61</td>
</tr>
</tbody>
</table>
5. Red circled employees and placement on the scale can be found in the 2012 Memorandum of Agreement for 2012 Added Nurses executed on September 21, 2012.

**ARTICLE 42 - OUT OF TITLE**

In the event of an extended absence of an NCC or ANCC or other positions outside the bargaining unit, a member who is requested to perform functions normally performed by the NCC or ANCC will receive a differential of ten percent of their hourly rate or the minimum rate for that position. In the event that said employee is entitled to overtime pay, holiday pay, or shift differential as defined in this Agreement during the period the employee is working out of title, he/she will receive the additional pay for those hours worked. During the period the employee is working out of title, bargaining unit seniority will not accrue. If the time period exceeds six (6) months, bargaining unit seniority shall be lost.

**ARTICLE 43 - PER DIEMS**

A. Per Diem Nurses shall have no scheduled hours, but rather, work as available to supplement the full-time and part-time staff. The Employer will, upon request, furnish to the Union and to the designated Local delegate, a list setting forth the per diems’ names, units and hours worked during the prior month.
B. Per Diem nurses are required to work one (1) major winter and one (1) major summer holiday per year as per Article 22-Holidays, and two (2) shifts per schedule, one (1) of which must be a weekend shift. Upon request, verification of time worked shall be submitted to JNESO.

C. Per Diem nurses shall accrue seniority, enjoy protection from discipline and discharge without just cause, and be paid in accordance with this agreement. Per diem employees shall have the right to pursue grievance and arbitration with respect to wages, discipline, and other rights expressly granted by this agreement.

D. **Per Diem Nurse Wage Scale**

<table>
<thead>
<tr>
<th></th>
<th>First day of first pay period on or after 10/1/18 2.5%</th>
<th>First day of first pay period on or after 10/1/19 2.5%</th>
<th>First day of first pay period on or after 10/1/20 2.5%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Days</td>
<td>$46.21</td>
<td>$47.37</td>
<td>$48.55</td>
</tr>
<tr>
<td>Evenings</td>
<td>$49.36</td>
<td>$50.59</td>
<td>$51.86</td>
</tr>
<tr>
<td>Nights</td>
<td>$49.36</td>
<td>$50.59</td>
<td>$51.86</td>
</tr>
<tr>
<td>Weekend Days</td>
<td>$50.40</td>
<td>$51.66</td>
<td>$52.95</td>
</tr>
<tr>
<td>Weekend Evenings</td>
<td>$51.46</td>
<td>$52.75</td>
<td>$54.07</td>
</tr>
<tr>
<td>Weekend Night</td>
<td>$51.46</td>
<td>$52.75</td>
<td>$54.07</td>
</tr>
</tbody>
</table>

E. Per Diem employees who work on a holiday will be paid time and one half for all hours worked on the holiday.
F. Per Diem employees who do not satisfy their monthly commitment for two (2) consecutive months will be deemed terminated. Per diem employees who do not satisfy their holiday commitment will be deemed terminated. If a per diem employee is terminated, such employee will not be eligible to work at the hospital for a period of six (6) months following termination.

G. The Employer will maintain a separate seniority list for per diems.

H. 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.

**ARTICLE 44- ON-CALL**

A. On Call:

1. Employees required by the Employer to be on call shall receive twelve dollars ($12.00) an hour during such on-call time. Employees on call, called to work at other than during their normal work hours shall receive time and one half for all such hours worked outside of their normal work day with a guarantee of pay for three (3) hours work. There shall be no guaranteed minimum number of hours or premium pay for any subsequent call-in on the same on-call shift. There shall be no pyramiding of pay under this agreement.

2. While on call, the employee shall have the option of staying on or off hospital premises. If the employee remains on hospital premises, the Employer shall provide adequate room provisions. If the employee remains off premises, the employee must be able to reach the hospital within thirty (30) minutes of a call.
3. The Employer shall furnish one (1) beeper to the on-call person who will be responsible to transfer it to the next on-call person. The employee having possession of the beeper shall be responsible for damage to or loss of the same.

4. If an employee comes in from on-call to the OR, the Employer will provide parking.

5. In all cases where employees are working on a case or procedure which will carry over into a subsequent shift which is covered by call, the procedure below will be followed:

   a. The Medical Center will seek volunteers currently assigned to the case or procedure or on that shift to finish the procedure or case. If there is mutual agreement between the Medical Center and a volunteer, then the volunteer may stay and complete the case or procedure. The volunteer will be paid time and one-half for time worked to complete the case or procedure in the subsequent shift. If there are not sufficient volunteers, the call team will be called in to finish the procedure or case.

   b. If an employee is on-call and the same employee is working on a case or procedure which will carry over into a subsequent shift which is covered by call, said employee shall receive time and one-half for any case or procedure that continues for up to one hour. If the case or procedure extends beyond one hour, said employee shall receive the 3-hour minimum of pay at the premium compensation rate and all other on-call benefits.

6. In all areas in which call is permitted, per diem employees may be assigned to take one weekend call shift and one holiday call shift within a six-month period.
B. An employee who has worked over four (4) hours on a call in after 11:00pm and is scheduled to work the following morning, may have the option to be excused for all or part of their regularly scheduled shift by utilizing vacation or holiday time.

C. Employees will report for duty at the start of their regularly scheduled assigned shift. Employees required to change on the Employer’s premises at the beginning of the work shift will be provided ten (10) minutes of changing time. Employees required to change on the Employer’s premises at the end of the work shift will be provided ten (10) minutes changing time.

D. Endoscopy On-Call:

Call in the Endoscopy department is Saturday 7 a.m. through Monday 7 a.m. and 24 hours on holidays. Call shifts will be offered to volunteers and in the absence of sufficient volunteers, call will be assigned on a rotating basis by inverse seniority.

In addition, Endoscopy nurses who are not on call who make themselves available, may be called to come in on a voluntary basis by order of seniority. When an Endoscopy nurse volunteers hereunder, he/she will be paid a minimum of three (3) hours at time and one-half their regular hourly rate.

Staff will be paid at time and one-half their regularly hourly rate for time worked on cases that continue past the department’s closing time. In this case, no call pay shall apply.

E. Radiology On-Call Option:

1. Call time is available on a voluntary basis to nurses who are regularly assigned to the Radiology Department, and to full-time, part-time, and per diem nurses who possess the
required competencies and have completed orientation to the department.

2. Required competencies include:
   A. Successful completion of Employer program for moderate sedation (may be completed as self-study module).
   B. I.V. certification.
   C. Current ACLS card from approved course (American Heart Association)

3. Orientation for nurses not regularly assigned to Radiology Department will include:
   A. Location of special procedures equipment and emergency equipment.
   B. Use of thrombolytic agents to de-clot vessels/shunts.
   C. Review of documentation, protocols, and patient profiles.
   D. Care of patient receiving IV contrast materials, including possible adverse reactions and interventions.
   E. General duties required (i.e. assisting physician with administration of local anesthetics, providing sterile supplies to the sterile field, documentation, etc.)

4. The Employer will provide a beeper and parking facilities.

5. Such Employees will be compensated in accordance with Section A above.

6. Call time will be available Monday to Friday from 4PM to 8AM, and from 4PM Friday until 8AM Monday. Call time will also be available on Holidays.
7. The call schedule will be posted four (4) weeks in advance as available time.

8. Nurses regularly scheduled in Radiology may cover 75% of the available call. Full-time, part-time, and per diem nurses who have the required competencies and orientation may cover the remaining 25%. If the remaining 25% of call time is not taken, Radiology nurses may cover additional remaining call time.

F. PACU On-Call

Consistent with past practice, PACU call begins at 8:30pm and ends at 7:00am, Monday through Friday.

G. Operating Room On-Call

Call shifts may be offered to volunteers in the OR and, in the absence of volunteers, may be assigned in the OR by inverse seniority on a rotating basis as follows:

a. Monday through Friday 8:30pm to 7:00am;
b. 24 hours on holidays;
c. 48 hours on weekends; and
d. To cover vacations from 3:30 pm to 11:00 pm, Monday through Friday, provided the employee has not been on-call the preceding 11:00 pm to 7:00 am.

H. Labor & Delivery On-Call

Nurses may volunteer by seniority for on-call shifts as posted by the Medical Center on the on-call blank schedule. If there are insufficient nurses to fill the on-call shifts on the schedule, the Medical Center may assign on-call shifts on a rotating basis by
inverse seniority. At no time shall a nurse be required to be on-call more than two (2) times during the 4-week posted schedule. Nothing herein shall be construed as prohibiting a nurse from scheduling additional call shifts by agreement with the Medical Center.

If Labor & Delivery nurses are called in, they shall NOT be floated to Mother Baby.

**ARTICLE 45 - 10 AND 12-HOUR SHIFTS**

1. **TIME CARDS**

Daily notations will indicate ten (10) or twelve (12) hours worked. Time cards will be totaled indicating actual hours worked.

2. **OVERTIME**

Overtime will be paid after forty (40) hours worked in one week. See Article 18.

3. **BREAKS**

Ten (10) hour shifts will include one (1) one-half (1/2) hour meal break and two (2) fifteen (15) minute breaks.

Twelve (12) hour shifts will include one (1) one-half (1/2) hour meal break and three (3) fifteen (15) minute breaks. See Article 19.

4. **DIFFERENTIAL**

See Article 20
5. WEEKENDS

Up to forty-four (44) weekend shifts per year, not to exceed four (4) shifts per schedule unless mutually agreed upon to work additional weekend coverage. See Article 21.

6. EMPLOYEE STATUS

Ten (10) hour staff working forty (40) hours will be considered full-time employees. Twelve (12) hour staff working thirty-six (36) hours will be considered full-time employees. See Article 6.

7. VACATION

Annual vacation accrual shall be as follows:

1-9 years – 184 hours
10-19 years – 188 hours
20-29 years – 196 hours
30+ years – 200 hours

Full entitlement is earned after one (1) year of employment, half of which may be taken after six (6) months per request policy. See Article 23.

8. HOLIDAYS

Holiday time = 8 hours per holiday. See Article 22

9. SICK LEAVE

Employees shall accrue seven (7) eight (8) hour days of sick time per year. See Article 24.
ARTICLE 46 - PART TIME EMPLOYEES

Regular part-time employees shall receive pro-rata time off benefits.

Time off accruals for part-time RNs shall be based on actual hours worked and shall be calculated each pay period.

Part-time RNs who are scheduled to work twenty-four hours per week or more are required to work three (3) of the observed holidays each calendar year (shift specific).
Part-time RNs who are scheduled to work less than twenty-four hours per week are required to work two (2) of the observed holidays each calendar year (shift specific).

All part-time RNs shall be required to work no less than one (1) major winter holiday (Christmas or New Year’s) and no less than one (1) major summer holiday (Memorial Day, Independence Day). This paragraph shall not apply to part-time 2012 Added Nurses.

Required weekend work for part-time employees shall be on a pro rata basis.

ARTICLE 47 - AVAILABLE TIME AND SCHEDULING

1. A preliminary blank schedule/plan sheet is posted four (4) weeks prior to starting date of the schedule for full and part-time employees. Posting is for one (1) week.

2. Following the completion of the preliminary schedule/plan sheet, all conflicts for scheduling of individual days on and off will be resolved by seniority on a rotating basis. A final schedule will be posted two weeks prior to the start of the schedule.

3. No employee shall be scheduled to work more than three (3)
consecutive twelve and one half hour (12.5) shifts, unless mutually agreed upon between the employee and management.

4. Coverage still needed for specific shifts at the time the schedule has been posted and the committed hours have been assigned to full-time and part-time employees will be offered in the following priority:

   - **Part-Time** At regular hourly rate of pay up to 40 hours/week
   - **Per Diem** At their regular hourly rate of pay up to 40 hours/week
   - **Full-Time/PT** Overtime (according to seniority)
   - **Per Diem** Over 40 hours/week

5. All extra time, as outlined above, is time available after committed hours are met. Extra time shall be offered in an equitable rotating manner.

6. The availability list will be posted for one (1) week and removed, and approved within seventy-two hours (72). No one may bump the approved available time.

7. Available time will be posted in the unit. If no one on the unit takes the available time, it will then be available for house wide distribution 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.

8. A commitment to work the available time is a serious commitment. Failure to report to work pursuant to the available time
commitment and without timely notification (6 hours) will result in the employee being barred from available time for one (1) posted schedule period.

RN’s who engage in a pattern of cancelling their commitment to available time will be barred from available time for one posted schedule period.

A pattern shall be defined as two cancellations within one posted schedule period or one cancellation in each of any four (4) consecutive posting periods.

9. The Nursing Office will give three (3) hours’ notice of cancellation of extra time or overtime.

10. Employer may utilize outside agency personnel not covered by this Agreement. In no event will an agency nurse be employed if a bargaining unit nurse is ready, qualified and willing to perform the work.

In the event that cancellation of extra time or overtime is necessary, it shall be in inverse order of the way it was offered and filled:
1. Agency personnel will be cancelled before any HUMC employee.
2. Per Diem scheduled for overtime (over 40 hours/week)
3. Full-time/part-time scheduled for overtime (according to seniority)
4. Per Diem
5. Part time employees working above required hours.

(Cancellation will be by inverse order of seniority, on a rotating basis)

If cancelled with less than three (3) hours’ notice, the employee shall be paid four (4) hours of straight time pay.
ARTICLE 48 - HEALTH AND SAFETY

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

B. The Employer will keep all staff informed of all new developments in the area of infectious diseases, with a special emphasis on AIDS and all new communicable and infectious diseases, i.e., CDC, OSHA.

C. The Employer will provide all protective equipment as required by Section A above. The Employer will provide any State required testing (including Mantoux testing).

D. The Employer will continue to maintain a medical monitoring program for any staff member who is exposed to an infectious disease through work-related activity.

E. The Employer will review security needs on an on-going basis and develop security measures necessary to provide proper protection for the staff.

F. Influenza Vaccinations

As a patient safety initiative, influenza vaccinations are a condition of employment for all Medical Center employees, regardless of job function, including clinical and nonclinical staff, contracted clinical personnel, and volunteers. All employees will be required to either obtain the influenza vaccine or wear a mask for the duration of the influenza season (October-April) when in contact with any patients.
When there are medical and/or physiological reasons why an employee cannot wear a mask, the Medical Center will consider these circumstances on an individual basis. Thus, the Medical Center will reasonably accommodate employees who are unable to wear a mask due to such medical and/or physiological reasons.

**ARTICLE 49 - STAFFING**

A. **General**

The Union and the Employer agree that adequate staffing is consistent with quality patient care and employee safety. Both agree that staffing requirements may be influenced by many factors including patient data, patient focused indicators and structure indicators.

A staffing committee of three (3) members to be designated by the Employer and three (3) members to be designated by the Union will meet to review patient focused structured indicators. In addition, the PNPC will add any ongoing problems related to this Article to its agenda for problem solving and remedial action.

Pt Focused Indicators include:

- Medication error rates
- Patient falls
- Nosocomial infections
- Pain management
- Pressure Ulcers
- Restraint Use
- Patient Satisfaction with nursing care

Structure Indicators include:
NHPPD/units of service/visit volume
Use of agency RNs
Nurse staff turnover
RN overtime/worked hours
Nursing qualifications (experience, education, certifications)

Patient Data Indicators include:

Admissions and Discharges
Patient days
CMI
LOS
Visit volume
Emergencies

B. The staffing committee will meet at least quarterly to review staffing patterns and make recommendations to the Directors of Nursing.

Confidential patient and scheduling data shared in these processes are for the sole internal use of the Employer and the Union. If a staffing discrepancy occurs, as defined by the staffing plans, patient volume and acuity, an Assignment Despite Objection form may be filed with the Director of Nursing by the nurse or nurses affected. The Director will have the concern investigated and a report describing the factors relevant to issues will be generated. A copy of the report will be forwarded to the Union and to the Professional Nursing Committee for discussion and to retain permanent full-time and part-time employees.

This article shall be subject to the following conditions and limitations with respect to grievance and arbitration:
Any failure by the Employer to comply with its procedural obligations under this Article shall be subject to grievance and arbitration.

Individual Assignment Despite Objection forms shall not be subject to grievance and arbitration.

Recommendations by the staffing committee shall not be subject to grievance and arbitration.

A representative of Human Resources and/or a representative of Nursing management will meet with the members of the staffing committee to provide an update of recruitment and retention activities and to develop, discuss and evaluate actions that can be taken in these areas.

C. This Article shall not apply to 2012 Added Nurses.

ARTICLE 50 – NON-NURSING FUNCTIONS

In the interest of high quality patient care, the parties agree that it is in the interests of the Hospital employees and patients to maximize the utilization of Registered Nurses in nursing functions and to minimize their use in non-nursing functions. Except in emergency situations, except where functions are extensions of patient care, and except where failure to do so would immediately jeopardize or impede patient care, employees covered by this Agreement will not perform the following functions ordinarily provided by housekeeping, maintenance, laundry, clerical, dietary, and transport departments:

- wash beds or other equipment or furniture;
- mop floors, clean up vomit or other substances from environmental surfaces or empty garbage cans;
move furniture or equipment;
transport patients for tests or procedures unless a nurse is required;
transport cadavers;
transport, blood, urine and/or specimens off unit;
clean dialysis equipment and surgical equipment.

The Employer will use its best efforts to provide ancillary personnel to perform the above tasks.

**ARTICLE 51 – FLOATING**

**SECTION A:**

1. In the event that floating is necessary, nurses shall be floated in the following order:

   A. Volunteers  
   B. Agency nurse  
   C. Per diem nurse  
   D. Least senior RN on a rotating basis

2. Nurses who are assigned to float will not be assigned charge duties or responsibilities, unless mutually agreed, nor will they be assigned to perform patient care duties that are not commensurate with their experience and training.

3. All nurses that are required to float will be given proper orientation and cross training if needed to the unit to which they have been floated.

4. A nurse will not be floated more than once during the shift, but may be returned to the home unit if clinical circumstances warrant such return. A nurse will not be
floated after the second hour of the shift except in the case of an unforeseen emergency situation.

5a. No nurse will be floated to accommodate an agency nurse.

5b. Nurses shall not be displaced from their own unit by a floated RN.

6. This Article shall not apply to 2012 Added Nurses.

7. Floats shall be permitted in accordance with the chart below and this Article 51, Section A. The language of this Section A is subject to change if the hospital adds, combines, reorganizes, or discontinues services or units. The Hospital will provide the Union advance notice of such changes and the Parties will meet to discuss the changes.

Staff nurses may volunteer to float outside of specific floating blocks provided they have been cross-trained as above.

<table>
<thead>
<tr>
<th>Employee's Home Department</th>
<th>Floats to</th>
<th>Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>ICU/CCU</td>
<td>4 North Emergency Department (for ICU-CCU holds) Interventional Radiology Cardiology</td>
<td>Except in unusual circumstances, most floating will occur between ICU/CCU and 4 North Telemetry. Nursing staff on these units are oriented and competent to function in either unit. Telemetry nurses will not be assigned to ICU</td>
</tr>
<tr>
<td>4 North Telemetry</td>
<td>6 South Medical Surgical 6 North-Med./Surg. Overflow TCU Rehab ICU/CCU Emergency Department (for 4 North holds)</td>
<td>Except in unusual circumstances, most floating will occur between ICU/CCU and 4 North Telemetry. Nursing staff on these units are oriented and competent to function in either unit. Telemetry nurses will not be assigned to ICU patients who require IABP, pulmonary arterial, or invasive monitoring using specialized technology.</td>
</tr>
<tr>
<td>-------------------</td>
<td>---------------------------------------------------------------------------------------------------</td>
<td>---------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Emergency Department</td>
<td>ICU 4 North Interventional Radiology Cardiology</td>
<td>Emergency Department nursing staff are oriented and competent to function in these units and will have a resource nurse assigned to assist them with location of supplies/equipment, to answer questions, and help with documentation that may be specific to the unit.</td>
</tr>
<tr>
<td>Interventional Radiology</td>
<td>ICU 4 North Telemetry Emergency Department Cardiology</td>
<td>Except in unusual circumstances, most floating will occur into Interventional Radiology/Cardiology.</td>
</tr>
</tbody>
</table>
| Cardiology | ICU  
|            | 4 North  
|            | Emergency  
|            | Department  
|            | Interventional  
|            | Radiology  
|            | Cardiology nursing staff are oriented and competent to function in these units and will have a resource nurse assigned to assist them with location of supplies/equipment, to answer questions, and help with documentation that may be specific to the unit.  
| 6 South Medical Surgical/6 North Overflow | 4 North Telemetry  
|            | TCU  
|            | Rehab  
|            | Infusion Center  
|            | Nurses who float to 4 North Telemetry but have not successfully completed a formal basic dysrhythmia course will not have responsibility for telemetry monitoring. They will be assigned either to patients who do not require monitoring, or
<table>
<thead>
<tr>
<th>Location</th>
<th>Areas</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>TCU</td>
<td>6 South Medical Surgical</td>
<td>Nurses who float to 4 North Telemetry but have not successfully</td>
</tr>
<tr>
<td></td>
<td>6 North Med./Surg. Overflow</td>
<td>completed a formal basic dysrhythmia course will not have responsibility for</td>
</tr>
<tr>
<td></td>
<td>4 North Telemetry Rehab</td>
<td>telemetry monitoring. They will be assigned either to patients who do</td>
</tr>
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<td></td>
<td></td>
<td>not require monitoring, or a telemetry nurse will be responsible for</td>
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<tr>
<td></td>
<td></td>
<td>the telemetry monitoring.</td>
</tr>
<tr>
<td>Rehab</td>
<td>6 South Medical Surgical</td>
<td></td>
</tr>
<tr>
<td></td>
<td>6 North Med./Surg. Overflow</td>
<td></td>
</tr>
<tr>
<td></td>
<td>TCU</td>
<td></td>
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<tr>
<td>Infusion Center</td>
<td>6 South Medical Surgical</td>
<td></td>
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<tr>
<td></td>
<td>6 North Med./Surg. Overflow</td>
<td></td>
</tr>
<tr>
<td>Children’s Crisis</td>
<td>3NP- Adult Psychiatry</td>
<td></td>
</tr>
<tr>
<td>Interventional Unit (CCIS)</td>
<td></td>
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<tr>
<td>(Psychiatry Block)</td>
<td>3NS- Geropsychiatry</td>
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<tr>
<td>3NP- Adult Psychiatry</td>
<td>Children’s Crisis Interventional Unit</td>
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<tr>
<td>(Psychiatry Block)</td>
<td>(CCIS)</td>
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<tr>
<td>3NS- Geropsychiatry</td>
<td>Children’s Crisis Interventional Unit (CCIS)</td>
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<tr>
<td>Department</td>
<td>Specialty</td>
<td>Certification Requirement</td>
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</tr>
<tr>
<td>Labor &amp; Delivery</td>
<td>Mother/Baby</td>
<td>Based on competency, orientation, and required certification.</td>
</tr>
<tr>
<td>Pediatrics</td>
<td>Mother/Baby</td>
<td>Based on competency, orientation, and required certification.</td>
</tr>
<tr>
<td>Mother/Baby</td>
<td>Pediatrics</td>
<td>Based on competency, orientation, and required certification.</td>
</tr>
<tr>
<td>Nursery I and II</td>
<td>Mother/Baby</td>
<td>Based on competency, orientation, and required certification.</td>
</tr>
</tbody>
</table>

**SECTION B:**

A. The following floats shall be permitted with required staff competencies, orientation, patient care needs, and certifications. In addition, the language in Section A of this Article 51 shall not apply to these floats.

<table>
<thead>
<tr>
<th>Employee’s Home Department</th>
<th>Floats to</th>
</tr>
</thead>
</table>
| PACU (Perioperative Block) | SDS: Admissions, Phase II recovery, discharges, PAT, and phone screenings  
|  | ENDO: Recover Endoscopy cases  
| Operating Room (Perioperative Block) | PACU: to be 2nd RN in PACU  
|  | ENDO: to perform endoscopy procedures  
| ENDO (Perioperative Block) | OR (Assigned to Holding, Minor Procedures, and if competent- OR procedures)  
<p>|  | PACU: Phase II recovery, and as 2nd RN |</p>
<table>
<thead>
<tr>
<th>Department</th>
<th>Functions/Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>SDS (includes PAT- ONE department) (Perioperative Block)</td>
<td>SDS: Admissions, Phase II recovery, discharges, PAT, and phone screening</td>
</tr>
<tr>
<td></td>
<td>Bronchoscopy procedures in Endoscopy</td>
</tr>
<tr>
<td>ENDO: Admissions, Phase II recovery, discharges</td>
<td>PACU: Phase II and discharges</td>
</tr>
<tr>
<td>3NP- Adult Psychiatry (Psychiatry Block)</td>
<td>3NS- Geropsychiatry</td>
</tr>
<tr>
<td>3NS- Geropsychiatry (Psychiatry Block)</td>
<td>3NP- Adult Psychiatry</td>
</tr>
<tr>
<td>Family Practice Clinic (Neighborhood Health Center)</td>
<td>Ambulatory Care, Maternal Fetal Medicine, Women's Services</td>
</tr>
<tr>
<td>Ambulatory Care (Neighborhood Health Center)</td>
<td>Family Practice Clinic, Maternal Fetal Medicine, Women’s Services</td>
</tr>
<tr>
<td>Maternal Fetal Medicine (Neighborhood Health Center)</td>
<td>Ambulatory Care, Family Practice Clinic, Women’s Services</td>
</tr>
<tr>
<td>Women’s Services (Neighborhood Health Center)</td>
<td>Family Practice Clinic, Ambulatory Care, Maternal Fetal Medicine</td>
</tr>
<tr>
<td>Float Pool</td>
<td>RNs hired as Float RNs into a Float Department will be exempt from Section A of this Article and can be assigned to work in any of the units listed on the Med./Surg. Block and/or the Critical Care Block consistent with their experience, competency, and training.</td>
</tr>
</tbody>
</table>
ARTICLE 52- SHIFT CHANGE AND JOB POSTINGS

Where a vacancy in a bargaining unit position occurs or where newly created positions in the bargaining unit occur, the Employer shall post a notice of such vacancy on the bulletin boards it ordinarily uses for notices to bargaining unit employees for a period of seven (7) calendar days before the vacancy is filled. The Employer shall grant the position to the most qualified “active” employee as determined by the Employer. For the purpose of this paragraph, “active employee” shall include employees actively at work and employees on leave of absence who will return to work within two (2) weeks of the date of the award. However, where two (2) or more employees under consideration for a vacancy are equally qualified, the Employer shall grant the position to the active employee with the greatest bargaining unit seniority. If the initial posting fails to produce a qualified applicant the Employer may hire from the outside.

If the position remains unfilled, the Employer may elect to re-post the job stating that an employee without the specified qualifications may bid on the position and may be afforded the required education, training, and orientation to function in the position before providing the opportunity to an outside candidate.

Disputes under this provision shall be subject to the grievance and arbitration provision of the Agreement only if the question involves an arbitrary decision of the Employer.

1. All employees who bid for a position will be notified whether they were selected or not. Upon request, employees not selected for a transfer will be informed of the reasons.

2. Employees transferred to a different unit will serve a probationary period of thirty (30) days for full-time employees and forty-five (45)
days for part-time employees on the new unit or shift. If he/she is removed from the new job or the employee desires to return to his/her previous position during the probationary period, he/she shall be returned to the previous position if vacant, or the most comparable vacant position without loss of seniority or other benefits, excepting that if he/she is discharged, his/her rights shall be subject to the other provisions of this Agreement.

3. No employee shall be entitled to bid for a job for a period of one (1) year in specialty areas and six (6) months in other areas after he/she has successfully bid for or been granted a unit transfer, unless, the Employer and the Union mutually agree to allow any such employee to bid.

4. The posting shall include shift, status, and any minimum job qualifications as defined by the job description.

5. Employees on the evening and/or night shifts shall not be eligible for shift transfer until they have completed at least six (6) months of continuous employment in the same unit at the Employer on the evening or night shift.

6. If no qualified employee bids on a vacancy by the end of the posting period, the Employer may fill the position from any source, including hiring from the outside.

7. Shift Change. In the event an employee changes his/her position and/or shift, he/she may exchange his/her position only with another employee on the same unit. If more than one employee has the desire to exchange said position or shift and a conflict arises, seniority will prevail.
ARTICLE 53 - PRECEPTOR PROGRAM

The preceptor is a person who teaches, counsels, inspires, role models, and supports the growth and development of an individual for a fixed and limited amount of time with the specific purpose of socialization into a new role. The pairing of a new HUMC employee or other CarePoint Health RN with an experienced RN in a unit setting provides an environment of nourishment and growth.

Preceptors may precept HUMC employees and other CarePoint Health RNs. Utilization of preceptors is one approach to fulfilling the orientation needs of newly hired graduates and newly hired nurses with experience, or transferred employees as outlined in Article 16 Orientation Program of this Agreement.

1. All nurses with at least two (2) years of nursing experience may act as a preceptor upon request.

2. Preceptors will be chosen by the coordinator on each unit (but may decline), based on established criteria that includes clinical competence, good communication and interpersonal skills.

3. Preceptors will attend a full day of education as conducted by staff development. This day will include communication skills, adult learning, theory, coaching, motivation, stress management, performance evaluation and the role of the preceptor.

4. Preceptors will be paid a differential during the time they are precepting an HUMC employee or other CarePoint Health RN. That differential shall be one dollar and fifty cents ($1.50) per hour in addition to the regular rate October 1, 2018 to December 31, 2018. Effective on the first day of the first pay period beginning on or after January 1, 2019, that differential shall be two dollars ($2.00) per hour in addition to their regular rate. Preceptees will be scheduled to adjust to the preceptor’s needs unless the preceptor agrees to
rotate or change schedule.

5. Preceptees shall not count in staffing totals.

6. Preceptors will not be floated while precepting a preceptee.

7. Per Diem employees who have completed probation and meet the requirements of sections 1, 2 and 3 above may act as preceptors, on a voluntary basis, on their regularly assigned units, in unanticipated absences of the primary preceptor.

8. The preceptor will be provided with an orientation schedule including, but not limited to, objectives, goals, and competencies.

**ARTICLE 54- TEAM LEADER**

Team leader positions shall be posted and the normal bidding process shall apply.

Qualifications for team leaders include:
Clinical expertise and at least 2 years’ experience in the specific area.
Specialty certification (or obtain within 1 year).

Reliable time and attendance record.
Above average performance in all aspects of the job description.
Willingness to learn and to teach others.
Excellent interpersonal skills.
Strong verbal and written communication skills.

Additional duties required of team leaders include:
Take patient assignment.
Act as a clinical resource for staff.
Orient new staff to the service.
Recommend, perform, and assist in arranging in-service education for staff based on identified learning needs.
Serve as a contact for physicians regarding operational needs and issues.
Develop procedure preference cards where indicated.
Work with management and staff to improve processes such as turnaround time, patient flow, patient care processes.
Develop and maintain par levels for specialty supplies.
Work with physicians and management to ensure cost effective use of supplies and resources.

Team leader positions will be posted, and will not be in addition to the usual complement of staff. Team leaders will have no management responsibilities such as hiring, discipline or scheduling of employees. The performance of these duties shall not be considered supervisory in nature. Team leaders will be paid an additional $2.00 per hour. Team leaders who do not continue to meet all requirements or perform the functions required in the position will return to a regular staff position. Team Leader and Charge can occur simultaneously and the employee will be paid both differentials with patient assignment based on acuity.

Should one of the Team Leader positions be discontinued the position would revert to a staff nurse position, and the rate of pay reverts to established rates. If the Team Leader opts not to continue in the position, he/she may voluntarily return to an RN position. If the candidate who has been awarded the position fails to obtain certification within the specified time period (1 year or less), he/she will return to an RN position. Team Leaders who have not achieved required certification within One (1) year of becoming a Team Leader, and who have returned to a staff position, are eligible to reapply for a Team Leader position after certification is achieved.

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ARTICLE 55 – LAYOFF AND RECALL

A. Layoff

In the event of a lay off or reduction of hours, the anticipated length and reasons for such shall be sent to the Union. This notice shall be given as soon as reasonably possible after the Medical Center decides to effect a layoff. A minimum layoff notice of fourteen (14) calendar days shall be provided to the affected employees and those who might be affected, except in cases of an unplanned layoff.

An unplanned layoff shall be defined as circumstances that render the Medical Center unable to operate in whole or in part and the Medical Center does not have advance notice such as fire, flood, explosion, equipment failure, war, act of God or other disaster. In case of a layoff, the following procedure shall be applied to an affected employee in order of bargaining unit seniority. The least senior employees in the area affected by the layoff are those to be laid off.

1. The Medical Center will first seek volunteers acceptable to the Medical Center. If there are no acceptable volunteers, then:

2. The most senior affected employee shall be offered a choice of any vacant position provided that with a reasonable amount of orientation, (not to exceed thirty (30) calendar days), the employee is currently qualified. (This continues for each affected employee in seniority order.) They shall be given first preference for all vacancies.

3. If the employee refuses a vacant comparable [same shift, status (part-time or full-time), job title, and rate of pay]
position, she/he will have the option of being placed in a layoff status, or:

4. The employee may bump as follows:
   a) First, the employee may bump the least senior employee, including probationary employees, within his/her unit, regardless of shift, whose job the employee is qualified to perform, in the same status (full-time, part-time, per diem) or a lower status at the employee’s option.

   b) If the employee lacks the requisite seniority and/or qualifications to exercise bumping rights pursuant to paragraph (a) above, the employee may bump the least senior employee, including probationary employees, within the bargaining unit regardless of shift, whose job the employee is qualified to perform, in the same status (full-time, par-time, per diem) or a lower status at the employee’s option.

   c) If the employee lacks the requisite seniority and/or qualifications to exercise bumping rights pursuant to paragraphs (a) and (b) above, the employee will be laid off.

   d) Any employee displaced as a result of the exercise of bumping rights set forth herein, also will be permitted to bump pursuant to paragraphs (a) and (b) above. If any such displaced employee lacks the requisite seniority and/or qualifications to exercise bumping rights pursuant to paragraphs (a) and (b) above or is otherwise ineligible to exercise bumping rights pursuant to paragraphs (a) and (b) above, such displaced employee will be laid off.

   e) An employee shall not be deemed qualified for the purposes of this Article if the employee would require more
than thirty (30) days of orientation for the position in question with the option to extend an extra thirty (30) days on a case-by-case basis by mutual agreement of the parties.

f) Full-time employees shall have the option of bumping part-time and per diem employees hereunder, but part-time and per diem employees shall not have the option of bumping full-time employees hereunder.

If the employee chooses not to bump the least senior person in the bargaining unit pursuant to this section, the employee will have been deemed to have waived his/her bumping rights and will be placed in a layoff status.

5. Each affected employee will have forty-eight (48) hours from the date of notification of layoff and bumping options in which to advise the Medical Center whether or not she/he intends to bump. The employer will provide the bump list and any other information on the employee’s options to the employee and the Union at notification of layoff.

6. All employees affected by the lay-off, including employees who have been bumped, shall have the right to exercise the options listed in this section.

7. The Medical Center shall send notice of layoff to the affected employees either by personal delivery in the Medical Center or by certified and regular mail to the address provided by the employee. It shall be the responsibility of the employee to provide an address at which the employee can be reached in a timely fashion of the sending of the notice by the Medical Center.
B. Recall:

Probationary employees who have been laid off shall have no recall privileges. For all others, 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 a layoff, up to a maximum of six (6) months.

If a vacancy occurs in any bargaining unit position, the laid off employee with the most bargaining unit seniority will be recalled provided they possess the necessary skill and ability to perform the job. The Employer shall not be arbitrary in deciding whether the employee possesses the necessary skill and ability or can obtain the necessary skills, ability or qualifications as would be afforded a new hire.

C. Miscellaneous:

Regular part-time employees shall be laid off and recalled as set forth in this article with the understanding that if the remaining work requires a full-time employee then the employee must be willing to accept the full-time position.
ARTICLE 56 - DURATION

1. This Agreement shall become effective on October 1, 2018 and shall continue in full force and effect until midnight September 30, 2021. Thereafter, it shall remain in effect for successive periods of one (1) year unless either party gives written notice, by certified mail return receipt requested or by registered mail or by personal service to the other not less than ninety (90) days prior to the expiration date or any subsequent anniversary date of a desire to change, modify, or terminate or amend this contract.

2. The Employer and the Union agree to jointly enter into discussions relative to a renewal of this Agreement no later than the ninetieth (90th) day immediately preceding the termination date of this Agreement.

JNESO – DISTRICT COUNCIL 1, IUOE

HOBOKEN MEDICAL CENTER

[Signatures]

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SIDE LETTER: STAFFING

Article 49 of the collective bargaining agreement calls for creation of a Staffing Committee which is to meet to review staffing issues.

This side letter requires the parties to meet as required by Article 49.

SIDE LETTER: EARLY RETIREMENT PROGRAM

The Employer may offer an Early Retirement Program to employees in accordance with the following terms:

1. The Program will be strictly voluntary. There will be no reprisals against employees who decline to volunteer.

2. The Employer will be able to offer the Program to employees it will have discretion to select.

3. The Employer will provide thirty (30) days advance notice to the Union before soliciting volunteers to participate in the Program. Upon request, the Employer will confer with the Union regarding the terms of the Program.

4. The terms of the offer and list of affected employees will be given to the Union no less than fifteen (15) days prior to the offer.

5. Each Program participant will receive a cash payment, to be determined by the Employer, in exchange for a resignation from employment.

6. The Employer also may offer to Program participants benefit continuation and other items of value.
7. The Program will not be offered more than two (2) times a year to employees in any job classification within any unit or department.

8. Should this Program be deemed unlawful under either federal, state or local laws, including but not limited to the Employee Retirement Income Security Act, the Age Discrimination in Employment Act, the National Labor Relations Act or the Labor Management Relations Act or any other statutes, by a federal or state court, or a federal, state or local administrative agency, this Program and the obligations hereunder shall be deemed null and void.

9. The Employer shall indemnify and hold harmless the Union from any and all liability, damages and statutory penalties which may arise as a result of this Program.

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

**SIDE LETTER:**

**WORK AT OTHER CAREPOINT HEALTH FACILITIES**

The Employer may seek qualified volunteers to work at any CarePoint Health System facilities with proper orientation in accordance with this section. This shall include employees who work within the bargaining unit covered by the collective bargaining agreement between the Employer and the Union (the “Bargaining Unit”) going to other CarePoint Health System facilities and employees from other CarePoint Health System facilities working within the Bargaining Unit. The following guidelines shall apply to work performed hereunder:
1. The program will be strictly voluntary. There will be no reprisals against employees who decline to volunteer.

2. The work will be temporary in nature.

3. The Employer may solicit qualified volunteers. In the event that there are more qualified volunteers than available work, the Employer will select from among qualified volunteers by seniority.

4. When soliciting volunteers, the Employer shall not offer cancellation of a previously scheduled shift in exchange for an employee’s volunteering to work pursuant to the Program.

5. The collective bargaining agreement between the Employer and the Union will govern the terms and conditions of employment for all Bargaining Unit employees who perform work at other CarePoint Health System facilities.

6. Employees from other CarePoint Health System facilities may work within the Bargaining Unit consistent with the collective bargaining agreement between the Employer and the Union and this side letter.

7. Employees will be reimbursed for additional travel and additional out-of-pocket expenses necessarily incurred as a result of performing work at other CarePoint Health System facilities pursuant to this Program. Such reimbursement shall be paid within 30 days of submission of the request for reimbursement with required documentation.
8. Bargaining Unit work performed by employees of other CarePoint Health System facilities will not cause any Bargaining Unit employee to be laid off.

9. Only after the Employer offers all "extra" or "available" time pursuant to Article 47 of the collective bargaining agreement may a CarePoint employee from another facility be scheduled to work within the Bargaining Unit.

10. The Employer will not use this program for the purpose of evading the filling of vacancies in Bargaining Unit positions.

11. The Employer will not down staff employees in any Bargaining Unit job classification within any unit or department in which employees from other CarePoint Health System facilities are working pursuant to this Program.

12. Employees from other CarePoint Health System facilities who work within the Bargaining Unit who are asked to float during such work will have the option of floating as requested or going home. In addition, such employees will be treated like agency employees for the purpose of Article 51 of the collective bargaining agreement.

13. Employees who work at other CarePoint Health System facilities pursuant to this Program who are asked to float during such work will have the option of floating as requested or going home.

14. The Employer will not seek volunteers pursuant to this program while its employees are on strike, nor will the
Employer seek volunteers to work at a CarePoint Health System facility whose employees are on strike.

15. The Employer will not assert occurrences, practices or events arising out of or relating to the operation of this Program in support of a National Labor Relations Board unit clarification petition or any other proceeding intended to alter the Union’s bargaining unit in any way, including accretion into any other bargaining unit. Thus, the Employer unconditionally waives and relinquishes any and all rights it may have in this regard.

16. The Employer will not cancel a scheduled shift for Bargaining Unit per diems or other Bargaining Unit employees for the purpose of facilitating employees from other CarePoint Health System facilities working within the Bargaining Unit.

17. The per diem work requirements in Article 43 B may only be satisfied by work within the bargaining unit. They cannot be satisfied by work at other CarePoint Health System facilities pursuant to this Program or otherwise.

18. Upon request, the Employer will give the Union detailed monthly information about voluntary transfer activity pursuant to this Program, including (a) the hours worked by Non-Bargaining Unit employees within the Bargaining Unit; and (b) the number of hours worked by Bargaining Unit employees within the Bargaining Unit covered by this agreement. The Union may request additional information relevant to the program.
The parties will meet on or about March 1, 2015 for the purpose of reviewing utilization of the program and discussing possible avenues for improving the Program.

SIDE LETTER:
LABOR & DELIVERY SCHEDULING

The procedure for posting schedules/plan sheets and on-call schedules/plan sheets is as follows:

Section A

1. A preliminary blank schedule/plan sheet shall be posted six (6) weeks prior to the starting date of the schedule for Labor & Delivery employees. The preliminary blank schedule/plan sheet will be posted for one (1) week.

2. During the following week, all scheduling conflicts will be resolved by seniority on a rotating basis.

Section B

1. A completed schedule and a preliminary blank on-call schedule/plan sheet will be posted four (4) weeks prior to the starting date of the schedule. The preliminary on-call blank schedule/plan sheet will be posted for one (1) week.

2. During the following week, all scheduling conflicts will be resolved by seniority on a rotating basis.

3. The final schedule and final on-call schedule will be posted two (2) weeks prior to the start of the schedule.
SIDE LETTER:
NURSE TRAINING TUITION PROGRAM

The Medical Center shall establish a Nurse Training Tuition Program (the "Program") in order to provide current Medical Center RNs and external RN candidates the opportunity to develop the skills necessary to be successful in specific specialty areas at the Medical Center. The terms of the Program are as follows:

1. When an RN position becomes available within a specialty area, either through a vacancy or a newly created position, and no qualified current Medical Center RN bids for and is selected for the position and no qualified external candidate is selected for the position, the Medical Center will determine whether the specialty RN position is eligible for participation in the Program.

2. If the Medical Center determines that the specialty RN position is eligible for participation in the Program, the Medical Center will post the Program RN position in accordance with Article 52 of the Collective Bargaining Agreement. If no qualified internal RNs apply for the Program RN position, the Medical Center at its discretion may recruit external RN candidates for participation in the Program. The Medical Center will notify the Union of each Program offer made to an RN who is employed by the Medical Center at the time the offer is made.

3. At the time the Program RN Position is offered to a current Medical Center RN or external RN candidate, the Medical Center will explain the terms of the Program to the Medical Center RN or RN candidate, including the cost of the Program and commitment requirement. The Medical Center will permit the Medical Center RN or RN candidate to ask
questions concerning the Program. The Medical Center RN or RN candidate may decline to participate in the Program at that time. The Medical Center will offer to any current Medical Center RN who is offered a Program RN position the ability to have a Union representative accompany them to this meeting with the Medical Center. This will be at the discretion of the Medical Center RN.

4. Medical Center RNs or RN candidates who accept a Program RN position will be required to sign an acknowledgement form agreeing to be bound by the Program’s terms. A copy of the acknowledgment form will be given to the Union prior to execution, and following execution, a fully executed copy will be given to the Union.

5. Medical Center RNs or RN candidates who accept a Program RN position will be required to provide a two-year commitment to work at the Medical Center, Bayonne Medical Center or Christ Hospital after the RN’s successful completion of the Program.

6. Medical Center RNs or RN candidates who accept a Program RN position will have the ability to resign from the Program should the RN and the Medical Center both determine that continued participation in the Program will not be beneficial to the RN or the Medical Center. The Medical Center shall have the right to terminate a RN from the Program or from employment at the Medical Center for just cause.

7. If the RN and the Medical Center agree that the RN can resign from the Program or the Medical Center terminates the RN from the Program for just cause, the RN may bid on any available full-time RN position for which the RN is
qualified in accordance with Article 52 of the Collective Bargaining Agreement.

8. Newly hired RNs who accept a Program RN position will be deemed probationary employees until thirty days after successful completion of the Program pursuant to Article 5 of the Collective Bargaining Agreement; however, eligibility for sick leave, holidays, vacation and health insurance will commence after completion of the regular probationary period as set forth in Article 5 of the Collective Bargaining Agreement. Consistent with Article 2, Section A of the Collective Bargaining Agreement, newly hired RNs who accept a Program 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.

9. RNs who fail to honor the two-year commitment after successful completion of the Program and RNs who are terminated from the Program or from employment at the Medical Center for just cause will be required to reimburse the Medical Center for the cost of the Program as follows:

a. For those RNs who successfully complete the Program and who resign from employment at the Medical Center or are terminated from employment at the Medical Center for just cause prior to the exhaustion of the two-year commitment period, reimbursement will be prorated based on the length of time worked by the RN during the two-year commitment period as follows:

- If an RN works less than one (1) year following completion of the Program, the RN will be
responsible to repay 100% of the cost of the Program;
- 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 50% of the cost of the Program;
- 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 25% of the cost of the Program.

b. For those RNs who resign from employment at the Medical Center or who are terminated from employment at the Medical Center for just cause prior to successful completion of the Program, reimbursement for the cost of the Program will be prorated based on the length of time the RN participated in the Program.

c. RNs who are terminated from the Program or employment at the Medical Center prior to the successful completion of the Program or the exhaustion of the two-year commitment period will not be required to reimburse the Medical Center for the cost of the Program pursuant to this paragraph until after conclusion of the grievance and arbitration procedure.

10. 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.

11. Program RN positions are not guaranteed and are subject to all terms and conditions within the Collective Bargaining Agreement unless inconsistent with this Side Letter.
12. The Program may include additional terms which are not inconsistent with this Side Letter.

SIDE LETTER: BONUS PAYMENTS FOR EXTRA SHIFTS

It is agreed between JNESO District Council 1, IUOE (the Union) and Hoboken University Medical Center (the Employer) that the Employer may offer Bonus payments to full-time or part-time Nurses qualified to work extra hours, in accordance with the following terms:

1. The Employer will offer Bonuses for extra shifts as specified below to qualified Nurses working extra hours voluntarily in increments of 4 hour; 8 hour; and 12 hour shifts as outlined below in a. thru c.

   a. $50.00 for shifts up to 4 hours
   b. $100.00 for shifts 5-8 hours
   c. $150.00 for shifts 9-12 hours

2. The Employer reserves sole discretion to determine what shifts qualify for bonus incentives, with notice to the Union.

3. The Employer also reserves sole discretion to cancel this Agreement at any time upon seven (7) days advance written notice to the Union.

4. Bonus payments will have no contractual effect on the calculation of wages and overtime premium compensation.

5. It is further agreed by the parties that if Nurses call in sick during a week in which they work a Bonus shift, they may
forfeit the Bonus for that worked bonus shift, if they have an attendance problem as defined in Article 24 (F) and (G) Sick Leave.

**ADDENDUM A: CERTIFICATION**

Only Certification by the following professional organizations will be recognized:

1. American Association of Critical Care Nurses
2. American Board of Neurosurgical Nursing
3. American Board of Occupational Health Nursing
4. American Board of Urologic Allied Health Professionals
5. American Nurses Association
6. American Society of Parental and Enteral Nutrition
7. Association of Operating Room Nurses
8. American Society of Ophthalmic Registered Nurses
9. American Society of Post-Anesthesia Nurses
10. Board Nephrology Examiners for Nurses and Technicians
11. Certification Board of Emergency Nursing
12. Certification Board for Nurses in Enterostomal Therapy
13. Certification Board for Practitioners in Infection Control.
14. Certification Board of Rehabilitation Nurses
15. National Association of Orthopedic Nurses
16. National Board of Pediatric Nurse Practitioners and Associates
17. National Intravenous Association Incorporated
18. Nursing Association of the American Council of Obstetricians & Gynecologists Certification Corporation
19. Oncology Nursing Certification Corporation
20. Society of Gastrointestinal Assistants, Inc.
21. American Nurse Credentialing Center

Medical/Surgical:
   ANA - Medical/Surgical Nurse
   Certification in appropriate specialty practiced on unit.

Oncology:
   ANA - Oncology
   Oncology Nursing Certification Corp.

Pediatrics:
   ANA Pediatrics Nurse
   National Board of Pediatric Nurse Practitioners and
   Associates

Critical Care:
   American Associates of Critical Care Nurses

Emergency Room:
   American Association of Critical Care Nurses
   Certification Board of Emergency Nursing

Operating Room:
   Association of Operating Room Nurses

Post-Anesthesia Room:
   American Society of Post-Anesthesia Nurses
   American Association of Critical Care Nurses

Psychiatry:
   ANA - Psychiatric and Mental Health Nurse
   Certification Alcoholic Counseling
Obstetrics:
Nursing Association of the American Council of Obstetricians & Gynecologists
Certification Corporation
ANA - Perinatal Nurse
Infection Control:
Certification Board for Practitioners in Infection Control

Employee Health Nurse:
American Board of Occupational Health Nursing
Case Manager

And any other certifications approved by the Director of the division

GUIDELINES CERTIFICATION:

1. Certification must be in area employed. If involuntarily transferred out of area certified, certification will be recognized until expiration or for one year, whichever is less. If voluntarily transferred out of area certified, certification differential will no longer be paid if certification inapplicable to new area employed.

2. Must maintain certification status and present NSO proof of recertification to retain monetary adjustment.

3. Employees with a National Certification from a professional organization (see Addendum A) shall receive one dollar ($1.00) an hour added to their base rate of pay.

4. Only one (1) certification will be recognized.
DUES DEDUCTION FORM

JNESE - DISTRICT COUNCIL 1, IUOE - AFL - CIO
"THE PROFESSIONAL HEALTH CARE UNION"
MEMBERSHIP/DUES DEDUCTION
1225 LIVINGSTON AVE., NORTH BRUNSWICK, NJ 08902 1-800-292-0542
E-MAIL: jnesonj@aol.com

PLEASE PRINT NAME

HOME ADDRESS

EMPLOYER'S NAME

JOB TITLE

DATE OF BIRTH

CITY

STATE

ZIP

SOCIAL SECURITY NUMBER

HOME PHONE NUMBER

DATE EMPLOYED

CELL PHONE NUMBER

DATE APP. MADE

I authorize Payroll Deduction of dues as set by the union when payroll deductions available.

SIGNATURE

EMAIL

DUES ARE:

$100.00 Initiation Fee for all new members - unless specifically waived by the Union
1.50% of Gross pay

3% of all dues collected are rebated by JNESE to the local

[Signature]

Printed Name

Employer Copy

Card - Union Copy

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