AGREEMENT
-between-

SAINT MICHAEL’S MEDICAL CENTER

and

JNESO, DISTRICT COUNCIL 1, IUOE, AFL-CIO
MAY 5, 2019 THROUGH MAY 4, 2022
TABLE OF CONTENTS

ARTICLE 1 – RECOGNITION ......................................3
ARTICLE 2 - UNION SECURITY ...............................5
ARTICLE 3 - DEDUCTION OF UNION DUES...........6
ARTICLE 4 - PROBATIONARY PERIOD..................8
ARTICLE 5 - EMPLOYMENT STATUS.....................8
ARTICLE 6 - RULES AND REGULATIONS.............10
ARTICLE 7 – SENIORITY.................................10
ARTICLE 8 - PROFESSIONAL NURSING PRACTITIONER
   COMMITTEE AND TECHNICAL
   DEPARTMENTAL COMMITTEE(S).................17
ARTICLE 9 - CONTINUING EDUCATION, STAFF
   DEVELOPMENT AND ORIENTATION.........20
ARTICLE 10 - NURSING & PROFESSIONAL
   FUNCTIONS.............................................29
ARTICLE 11 - JOB POSTING.............................35
ARTICLE 12 - PERSONNEL FILES......................38
ARTICLE 13 - NON-DISCRIMINATION...............38
ARTICLE 14 - DISCHARGE AND DISCIPLINE..........38
ARTICLE 15 - GRIEVANCE PROCEDURE.............40
ARTICLE 16 – ARBITRATION............................42
ARTICLE 17 - STRIKES AND LOCKOUTS............43
ARTICLE 18 - MANAGEMENT RIGHTS...............44
ARTICLE 19 - PAST PRACTICES.......................45
ARTICLE 20 - HOURS OF WORK/OVERTIME AND
   AVAILABLE TIME.................................46
AGREEMENT made and entered into this day of May 5, 2019 by and between Saint Michael’s Medical Center, 268 Dr. Martin Luther King, Jr. Boulevard, Newark, New Jersey 07102 (hereafter the Employer) and JNESO, District Council 1, IUOE, AFL-CIO, 1225 Livingston Avenue, North Brunswick, New Jersey 08902 (hereafter the "Union"), acting herein on behalf of the employees of the Employer as hereinafter defined now employed and collectively designated as the employees.
WITNESSETH:

WHEREAS, the Employer recognizes the Union as the sole collective bargaining representative for the employees covered by this Agreement as hereinafter provided; 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 employees through the improvement of the practice of nursing and the other disciplines covered by this Agreement, by the promotion of equitable employment standards and to avoid interruption and interference with service of the patients as set forth herein their agreement covering rates of pay, hours of work and conditions of employment;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:
ARTICLE 1 - RECOGNITION

1. (a) The Employer recognizes the Union as the sole and exclusive collective bargaining representative of all full-time and regular part-time and per diem (as defined in Article 5) registered professional nurses and nurse anesthetists and all full-time, regular part-time and per diem technical employees in the following departments only: X-ray, Cardiac Cath, Respiratory Therapy, CT Scan, Special Procedures including, Mammography and MRI.

   (b) Excluded from the aforesaid bargaining unit are all office clerical employees, service and maintenance employees, all other technical employees, including licensed practical nurses, all other professional employees, guards and supervisors as defined in the National Labor Relations Act, including nurse managers, directors of nursing, employee health nurses, utilization review nurses, infection control nurses, clinical educators, clinical specialists.

2. The parties agree that this contract shall apply and remain and continue in full force and effect at any location to which the Employer may move. The parties further agree that this contract shall apply to any new or additional facilities of the Employer and under its principal direction and control within the State of New Jersey.

3. a. Whenever the word "employees" is used in this Agreement, it shall be deemed to mean the employees in the bargaining unit.
b. Whenever the word “Union” is used in this Agreement, it shall be deemed to mean JNESO District Council 1, IUOE AFL-CIO.

c. Whenever the word “Local” is used in this Agreement, it shall be deemed to mean the St. Michaels’s Local of JNESO District Council 1, IUOE AFL-CIO.

4 (a) Upon the signing of this Agreement, the Employer shall furnish the Union with a copy of a list of their employees covered by this Agreement. This list of employees in the bargaining unit is to contain the following information: employee's name, address, date of hire, and rate of pay as well as title and department. The Employer shall supplement this list every month with the same information for new hires. The monthly supplemental report shall also include BU members who are on LOA for that month and any terminations and/or resignations for the month. In addition, the Employer shall give a listing of per diem employees and hours worked, each month.

4 (b) At the time a new bargaining unit employee as defined by this Agreement is hired, the Employer shall inform the employee that it has a contractual relationship with the Union.

Each month the Union will be notified of the new hires and given an opportunity to meet with all new bargaining unit employees hired during that month to distribute a copy of the contract. The Union will be allowed up to one (1) hour per month, total twelve 12 hours per year for this purpose. Scheduling of such meetings will be the responsibility of the Union, provided said meeting does
not interfere with the operations of the nursing unit and/or the department. While recognizing that orientation activities are a priority, the Employer will make every reasonable effort to release employees for such meetings, provided timely notification is given.

4 (c) The parties agree to share the cost of printing the contract with the Union obtaining the lowest bid possible. The Union will provide the management with sufficient copies for their needs, and for distribution to new employees.

**ARTICLE 2 - UNION SECURITY**

1. All employees on the active payroll as of the effective date of this Agreement or execution date of this Agreement, whichever is later, who are members of the Union, shall maintain their membership in the Union in good standing as a condition of continued employment. However it is recognized that membership means only the payment of initiation fees and periodic dues as statutorily defined.

2. All employees on the active payroll as of the effective date of this Agreement or the execution date of this Agreement, whichever is later, who are not members of the Union shall become members of the Union within thirty (30) days thereafter and shall maintain their membership in the Union in good standing as a condition of continued employment.

3. All employees hired after the effective date of this Agreement or the execution of this Agreement, whichever is later, shall become members of the Union no later than the 30th day following the beginning of such employment and shall thereafter
maintain their membership in the Union in good standing as a condition of continued employment.

4. For the purposes of this Article, an employee shall be considered a member of the Union in good standing if she/he tenders her/his periodic dues and initiation fee as statutorily defined.

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

**ARTICLE 3 - DEDUCTION OF UNION DUES**

1. The Employer, upon receipt of written authorization from an employee, shall deduct from the wages due the employee each payroll period, the initiation fee in the prevailing amount and manner so fixed by the Union then starting the first pay period following the completion of the employee's probationary period, deduct and remit to the Union regular monthly dues from each payroll period as fixed by the Union.

2. The Employer shall be relieved of making such deductions upon:

   (a) Termination of employment;
   (b) Transfer to a job other than one covered by the bargaining unit;
   (c) Layoff from work;
   (d) An agreed leave of absence;
   (e) Revocation of check off authorization in accordance with applicable law.
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 (a), (b), (c) or (d), the Employer shall immediately resume making the said deductions.

3. The Employer shall not be obligated to make dues deductions of any kind from any employee who, during any dues period involved, shall have failed to receive sufficient wages to equal the dues deductions.

4. By the 20th day of each month, the Employer shall remit to the Union deductions for dues made from the salary of employees for the preceding month, together with the following information:

- Payroll run of all employees in the Bargaining Unit with their
- Base hourly rate of pay
- Hours worked for that payroll period
- Wages earned for that payroll period
- Dues deducted for that payroll period

5. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.
ARTICLE 4 - PROBATIONARY PERIOD

All employees, including regular part-time employees, will serve a probationary period of ninety (90) consecutive days or three calendar months from the date of employment whichever comes first, excluding time lost for illness or absenteeism. Such period may be extended by the mutual agreement of the Employer and the Union. Per diem employees, as defined in Article 5 shall serve a probationary period of three (3) months, provided in each month they complete in excess of two (2) shifts for a total of six (6) shifts. An employee who is carried beyond the end of the probationary period without the consent of the Union shall become a permanent employee. During or at the end of the probationary period, the Employer may discharge any probationary employee at will and such discharge shall not be subject to the grievance and arbitration provision of this Agreement.

ARTICLE 5 - EMPLOYMENT STATUS

1. Classification: Employees covered by this Agreement will be classified as:

   (a) Regular Full-Time
   (b) Regular Part-Time
   (c) Per Diem employees

2. Regular Full-Time Employees: An employee shall be defined as a regular full-time employee when that employee has completed a probationary period described herein and regularly works 37-1/2 hours or other hours set forth in this Agreement. A
regular full-time employee will be eligible for all benefits provided for in this Agreement.

3. Regular Part-Time Employees: A regular part-time employee is one who works less than seventy-five (75) hours per pay period but at least thirty (30) hours per pay period. A regular part-time employee is eligible for all paid time off benefits on a pro-rata basis based on hours actually worked.

4. A per diem employee is a registered nurse or technical employee utilized on an interim basis to supplement staffing. All per diem employees shall be covered by the collective bargaining agreement for the purpose of grievance and arbitration, discharge and discipline, salary, seniority, and dues and other provisions identified in Article 46 Per Diem. They shall only be entitled to specifically designated other paid or time off benefits. Per diem employees shall not be scheduled at the expense of rotation or floatation of regular full-time and part-time employees.

5. Those employees who do not fit the definition in paragraphs 1, 2, 3, and 4 above shall be defined as temporary employees or agency personnel. A temporary employee is one who is so informed at the time of hire and was hired for a special project or to replace employees on leaves or vacations or holidays and who was hired for a period of not longer than three (3) months or for the duration of such projects, leaves, or vacation, whichever is greater, but in no event to exceed six (6) months.

6. Agency nurses or other Agency personnel are not employees of the Employer and are hired only after all other employees have
declined available work and overtime. In no event, will agency nurses or other agency personnel be used at the expense of a bargaining unit employee, including but not limited to rotation or flotation. Agency personnel will be placed on the schedule after employees have the opportunity to place their time and available time on the schedule planner.

ARTICLE 6 - RULES AND REGULATIONS

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

2. All bargaining unit employees will have access to the Personnel Policies of the Employer through the Personnel Policy Manual online. The Union shall also be provided with a copy of all Personnel Policies.

3. The bargaining unit employees will maintain access to all Nursing/Technical and Administrative Policies and Procedures through the respective Policy, Procedure & Administration Manuals online. It is the responsibility of the employees to familiarize themselves with all policies and procedures.

ARTICLE 7 - SENIORITY

1. Seniority will be by bargaining unit seniority. Bargaining unit seniority is defined as the length of time the employee is
continuously employed by the Employer as covered by this Agreement.

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

3. Accrual and Acquisition: An employee's seniority shall commence after completion of the probationary period and shall be retroactive to the date of the employee's most recent employment date. Regular part-time employees shall accrue pro rata seniority. Per diem employees shall accrue seniority within the per diem classification. Seniority shall not accrue but shall not be lost during leaves of absences unless the leave is a paid leave, utilizing accrued benefit time. If benefit time is used to supplement disability payments, seniority will accrue on a pro-rata basis. Seniority will continue to accrue during a paid protected leave of absence (FMLA).

If a bargaining unit employee works in a non-bargaining unit position for a period of time that exceeds six (6) months, bargaining unit seniority shall be lost. However, if an employee has been in the bargaining unit for five (5) or more continuous years, seniority will be lost if the employee works in a non-bargaining unit position for a period of time that exceeds twelve (12) months. In no event will the employee accrue seniority while working in a non-bargaining unit position.

4. Loss of Seniority: An employee's seniority shall be lost when the employee:
(a) Terminates voluntarily;
(b) Is discharged for cause;
(c) Violates an approved leave of absence;
(d) Is laid off for a period of six (6) months; or for a period exceeding the length of an employee's continuous service, whichever is less;
(e) Failure to return to work within three (3) working days after recall by certified mail return receipt requested, sent to employee's last known address;
(f) Fails to apply for reemployment within the statutory period after separation from military service.

5. Lists: The Employer will, upon execution of this Agreement and at least annually thereafter, furnish the Union with a seniority list. Anniversary date is date of hire.

6. Layoff: In the event of a layoff, temporary employees shall be laid off first. Probationary employees shall be laid off next without regard to their individual period of employment. Non-probationary employees in the bargaining unit shall next be laid off in the inverse order of their seniority, i.e., bargaining unit employees with the greatest amount of seniority shall be laid off last.

If a part-time employee has greater full-time equivalent seniority than a full-time employee who is to be laid off, the Employer will require the part-time employee to accept full-time employment to continue working and to remain full-time until expiration of recall rights.
Non-probationary employees in the affected job classification shall be the next to be laid off on the basis of their seniority provided the remaining employees have the skill, ability and experience to perform the remaining work and assume the responsibilities required.

Prior to any layoff, the Employer will provide the Union with at least four (4) weeks’ notice, except in the event of an unforeseen emergency, and advise the Union of the reason for the layoff, and the parties agree to meet and discuss the procedure to be used.

Any employee affected by a layoff may volunteer for a layoff. In addition, any employee in the same job title, unit, and shift as the affected employee may volunteer for a layoff, with the approval of the Employer.

7. Recall: Whenever a vacancy occurs in a bargaining unit job classification, bargaining unit employees shall be recalled in accordance with bargaining unit seniority in the reverse order in which they were laid off.

8a. When an employees transfers from full time to benefits eligible part time, benefit time accrued in excess of the applicable maximum will be preserved for a period of up to one (1) year. If during that time the employees moves from part time back to full time, previously earned time will be restored.

When an employee transfers from benefits eligible to per diem, or part time non benefits eligible status, the following shall occur:
Accrued vacation time will be paid out consistent with the provisions of Article 24.

Accrued sick time will be preserved for a period of up to one (1) year.

If at any time the employee moves back to full time or benefits eligible part time, the following shall occur:

Accrued sick leave will be reinstated if the non eligible benefit status was less than one (1) year.

Waiting periods for holiday time will be waived.

Medical, dental, and life insurance benefits will be reinstated the first of the month following the transfer.

8b. Employees whose status change results in a different pay category, shall be paid their appropriate rate for that pay category.

9a. Temporary unit closure is defined for the purpose of this Article as unit closure for a period of time greater than one (1) week but less than twelve (12) weeks. If the Employer determines a temporary unit/department closure is necessary, the following procedure will commence after the affected employees have been provided four (4) weeks’ notice of the closure. In the event of such a temporary unit closure, employees working on the affected unit will follow the listed work procedures until such time as their unit reopens or a long term unit closure is effected as outlined below:

1. The employee will work the posted schedule unless changes are mutually agreed upon.
2. The employee may be assigned to a comparable unit within his/her float block on a shift-by-shift basis or may be assigned outside of his/her float block if cross training has been completed. Cross training requirement should be considered met if the employee voluntarily worked overtime in a unit.

3. If there is no available time on any unit, as outlined in #2 above the employee from the affected unit may utilize holiday or vacation time if available, at her option.

4. Holiday or vacation time will then be offered to any employee in a comparable unit to create available time for the displaced employee.

5. If, after the above procedures there still exists excess staffing, then the cancellation order outlined in Article 20, Section 8(f) shall be put in place.

In the event that the unit closure exceeds twelve (12) weeks, the parties will meet to determine if it is appropriate to continue the temporary closure for an additional period of time or to move to the procedure for a long term Unit Closure.

9b. Long Term Unit/Department Closure:

In the event that a Temporary Unit/ Department Closure is determined to be of a long term nature, that is in excess of 20 weeks with no end date established, or in the case the Employer determines initially that a Long Term Unit Closure is necessary the following procedure will commence after the affected employees have been provided four (4) weeks’ notice of the closure.
In the case of Long Term unit/department closure of a unit/department, displaced employees shall have the right to select from any comparable vacant position on a seniority basis. The Employer and the Union will jointly define "Comparability" as it relates to the unit/department to be closed and the available vacancies shall be frozen during the 4 week notice period. If there is no comparable vacancy the affected employee(s) may utilize the bumping procedure outlined below or may be afforded the opportunity as would a new hire, and be trained to a non-comparable position where a vacancy exists, providing he/she meets the minimum qualifications for the position. If there are no vacancies, any displaced employee may select the least senior employee in the following order:

- comparable unit/same shift/same status
- comparable unit/same shift/any status
- comparable unit/any shift/any status

The bumping shall continue until the least senior employee or employees are those to be laid off. At the end of the four (4) week notice period or sooner if mutually agreed, all of the above options will be presented to the affected employees. Once those options are presented to the affected employees there will be a seventy-two hour response time for each round of bumping during which they must make their decision(s). The Employer will respond with the remaining options within the next seventy-two hours. This process will repeat itself every seventy-two hours until all affected employees have been placed or laid off.
The seventy-two hour windows for both employee choices and Employer responses are exclusive of Saturdays, Sundays, and holidays.

10. The above mentioned bumping procedure (9b.) will also apply to any employee affected by a layoff unless an alternative procedure is mutually agreed to by the parties.

**ARTICLE 8 - PROFESSIONAL NURSING PRACTITIONER COMMITTEE AND TECHNICAL DEPARTMENTAL COMMITTEE(S)**

1. The parties agree to maintain a Professional Nursing Practitioner Committee (PNPC) at Saint Michael's Medical Center.

2. The purpose of the PNPC is to provide a mechanism for constructive discussion and input on matters relating to the Professional Nurses’ practice. These discussions are to be made to maintain and improve patient care.

3. The Committee shall be composed of the following bargaining unit members and an equal number of alternates from each of the following areas of practice:

   (a) Medical-Surgical/Telemetry 2 Unit Members
   (b) Critical Care/Peri-Operative 2 Unit Members
   (c) Ambulatory Care 1 Unit Member

Alternates shall only serve in the absence of the regular committee member.
The Employer shall be represented on the Committee by the Vice President, Nursing and one other representative of the Employer.

4.(a) Meetings shall be monthly at a regularly scheduled time.

(b) Committee members will be granted an aggregate pool of up to twenty (20) days per contract year to be used for both preparation and meeting time.

(c) The agenda approved by the Committee shall be referred in writing to the Vice President, Nursing ten (10) days prior to the meeting.

(d) The Vice President, Nursing will also submit in writing an agenda to the chairperson ten (10) days prior to the meeting.

TECHNICAL DEPARTMENTAL COMMITTEE(S)

1. The purpose of these committees are to provide a mechanism for constructive discussion and input on matters relating to the practice of each discipline covered by this Agreement, other than nursing. These discussions are to be made to maintain and improve patient care.

2. Upon request of the Local, a meeting of the discipline/department i.e. Radiology, shall be scheduled between an equal number of employees from the discipline/department requesting the meeting and the discipline/department manager/director and a representative of the Local to discussion matters of practice or procedures related to that discipline/department.
3. The conditions outlined above in sections 4, 5, 6, 7, 8 and 9 will also apply.

4. Minutes shall be kept of all meetings. Minutes will be posted within 10 days of the meeting.

5. Recommendations developed by the Committee or by either party's representative will be reduced to writing. Recommendations will be responded to in writing within ten (10) calendar days following the scheduled meeting.

6. Should there be any dissatisfaction on the part of the Committee with the response in #5 above, the Committee may request in writing a joint response on the issue by the Vice President of Human Resources or Designee and the Vice President of Nursing. The final response shall be given in writing within ten (10) days of the receipt of said written response.

7. The following shall not be discussed by the Committee:
   (a) Pending grievances or items properly handled under the grievance procedure;
   (b) Individual disciplinary actions;
   (c) Collective bargaining matters;
   (d) Performance appraisals of individual employees.

8. The provisions of this Article and their implementation is not subject to the grievance procedure, except for disputes regarding the aggregate time as provided in 4(b).
ARTICLE 9 - CONTINUING EDUCATION, STAFF DEVELOPMENT AND ORIENTATION

1. The Employer will conduct continuing staff development and in service educational programs for the benefit of all of bargaining unit employees as part of the normal workweek. In the event that attendance is requested by the Employer on a bargaining unit employee's time off, the bargaining unit employee will receive straight pay at the employee’s regular hourly rate or time and one half (1 ½) the employee’s regular hourly rate if overtime applies.

In service is in-house education or programs and updates. Continuing education is educational programming which generally lasts four (4) hours or more and which may be offered on premises or outside the hospital facility. Employees who attend day conferences/workshops at a site within the facility may be required to work after completion of said conference/workshop in order to complete their normal shift. Payment for off premises conferences/workshops shall be paid in equal number of hours not to exceed 37.5 hours per week for education in total or in combination. Proof of CEU’s obtained will be provided.

All employees will be provided up to twenty-four (24hrs) hours of off premises and in-service educational programs per calendar year. Annual competencies shall not be included in the calculation of such time. Such time shall be included in the employee’s regular work week and maybe taken as a full week provided the program is conducted for a minimum of two consecutive days or may be scheduled as single days equal to the employees’ regular shift.
Employees must request such educational time in the same manner as all other time requests on the regular schedule. Such requests must be related to the practice or discipline of the employee and shall not be unreasonably denied. If multiple employees request the same programs/time seniority shall prevail but the requests must be granted in a rotating manner in order to allow all employees access to education.

2. The schedule of continuing staff development and in-service education programs shall be posted at thirty (30) days prior to the program on the Union bulletin board.

3. Continuing education and specialized training shall be provided to all employees whenever new equipment or methods are introduced to the Employer.

4. Regular full-time employees who have been employed for one (1) year or longer shall be eligible to receive tuition reimbursement for a maximum of twelve (12) credits per calendar year for employment-related college level credit courses taken on their own time. The maximum reimbursement per calendar year shall be $5,000 per year. Part time employees shall be entitled to this benefit on a pro rata basis.

The following conditions shall apply:

(a) Course must benefit both the Employer and the employee;

(b) The course must be approved by the Vice President of Nursing or designee or the appropriate Department Director on a form provided by the Employer prior to registration;
(c) Once a course has been approved the tuition funding can be received by submitting to the administrative assistant/Nursing/Department Director a voucher indicating the cost of enrollment in that course. At the completion of the course the employee will be required to provide evidence of a passing grade of "C" or better where such a grade is available. Should the employee not provide evidence of completion of the course; passing of the course with a "C" grade or better, or should the employee leave the employment of the Employer prior to the completion of the course, the employer shall recoup any tuition monies paid. The employee must remain with the Employer for a period of at least one (1) year after completion of the course. In the event that the employee leaves the employment of the Employer prior to one year, the Employer will deduct the amount of reimbursement that was paid to the employee from the employees’ final paycheck/paychecks.

The Employer will pay reimbursement for tuition, seminars, and continuing education within three (3) months of submission for reimbursement.

5. In addition to tuition reimbursement, the Employer will make available a Special Education Fund available to all bargaining unit members. The maximum amount paid by this fund in any calendar year shall be ($10,000) ten thousand dollars. Specific criteria for the eligibility of these funds shall be developed jointly by the Local President or her designee and the Nursing Department and the appropriate technical departments. Employees, including Technical employees, who wish to apply for these funds
shall submit an application which shall be reviewed and approved jointly by the Local President or her designee and Nursing Administration.

Any staff nurse who takes the Critical Care course must stay employed at Saint Michael’s for a minimum of two years, (Provided it is pro-rated for length of employment or exempt in cases of LOA, Workers’ Comp, Disability, Termination, or Military transfer of employee or spouse,) otherwise they must reimburse the Employer for the cost of the course, including instruction.

6. The Employer will continue to provide paid time off to attend seminars and other educational programs both in house and outside. Requests to attend workshops pertinent to their nursing/technical area may be initiated by the Education and Development Department, Nurse Manager/Department Director or the employees themselves. Every consideration will be given by the Employer to honor the employee's request when it is deemed pertinent and staffing and budgeting permit. Requests for continuing education attendance will be granted on a fair and equitable basis to both full and benefits eligible part time employees. Conflicts for nursing over denials of workshop requests and any action to be taken may be discussed at the PNPC Committee Meeting.

This provision is in addition to the time for educational programs outlined in Section 1 and 5 above.
The Nursing Education Department will review and summarize all requests on a quarterly basis. A copy of this report shall be submitted to the Local President with a copy to the Executive Director of JNESO.

7. Nothing contained in this shall affect the current practice whereby employees are from time to time requested by the Hospital to take courses on the Hospital's time and at the Hospital's expense.

8. Regular full time and part time nurses who hold a recognized certification approved by a recognized national Nursing organization which can be utilized in the area(s) in which they work, shall be eligible to receive a certification bonus as set forth in this Article.

   a. Full-Time RNs who qualify for the certification bonus will receive an annual bonus of $4,000, payable on a quarterly basis.
   b. Part-Time RNs who qualify for the certification bonus will receive an annual bonus of $2,000, payable on a quarterly basis

9. Regular full time and part time technical employees who hold a nationally recognized certification approved by a national organization for a certification which is utilized in the employee’s current position shall be eligible to receive a certification bonus as set forth in this Article.
a. Full-Time Technical employees who qualify for the certification bonus will receive an annual bonus of $2,500, payable on a quarterly basis.

b. Part-Time Technical employees who qualify for the certification bonus will receive an annual bonus of $1,250, payable on a quarterly basis.

10. Any position in which certification is a job requirement shall not be eligible for the above certification bonus.

11. The certification differential will not be included in base salary for the calculation of the overtime rate as the certification pay is based solely on the basis that regular full time/regular part-time benefit eligible nurse or technician holds a recognized certification approved by a national nursing/technical organization.

12. All eligible employees may utilize tuition reimbursement to take National Certification or Recertification exams according to the guidelines set forth in 4(a), (b), (c) above.

13. Full-time or regular part-time nurses or technicians to be eligible for the quarterly payment must have worked at least eighty (80) hours in the previous quarterly period to be eligible to receive the payment. Payments are made for the previous three (3) month period.

14. Regular part-time employees shall be entitled to a pro rata share of all continuing education, in-service, and staff development as provided for in this Article.
Orientation Nursing:

(a) The Employer will provide a minimum six (6) week clinical orientation program for newly graduated staff nurses and staff nurses with less than one year of experience.

The clinical orientation shall consist of four (4) weeks on the day shift and two (2) weeks on the shift for which the employee is hired. During the clinical orientation period, orientees shall not be counted in staffing totals. During the entire clinical orientation period the orientee shall be assigned to a preceptor. The orientee will maintain a Monday through Friday schedule for the first four (4) weeks of clinical orientation. Thereafter, the orientee will follow the preceptor's planned schedule including weekends on, unless there are unanticipated absences.

(b) Newly hired employees with experience will be oriented for a minimum of three (3) weeks clinical orientation. The clinical orientation shall include two (2) weeks on the shift for which the employee is hired. During the three (3) week clinical orientation period, the orientee shall not be counted in staffing totals and shall be assigned to a preceptor/Manager/Director. The intent of this provision is to have consistency in precepting.

(c) Transfers or newly hired, experienced employees to special care areas are to have a custom designed orientation for at least six (6) weeks or not to exceed three (3) months, depending upon specialty, previous experience and evaluation. The same provision for early release in the above paragraph shall apply. Orientees in
acute care areas shall not be included in staffing totals and shall be assigned to a preceptor.

(d) Orientees shall not be floated.

Technical Department(s) Orientation

**RESPIRATORY**: Newly hired employees with experience will be oriented for up to three (3) weeks clinical orientation with a preceptor. The clinical orientation shall include two (2) weeks on the shift for which the employee is hired. During the three (3) week clinical orientation period, the orientee shall not be counted in staffing totals. Experience is defined as one (1) year of work.

*Respiratory*: Newly hired employees with no experience will receive a minimum of five (5) weeks clinical orientation with a preceptor. The clinical orientation shall consist of three (3) weeks on the shift for which the employee is hired. During the clinical orientation period, the orientee shall not be counted in staffing totals.

**X- RAY**: Newly hired employees will be oriented for a minimum of five (5) weeks clinical orientation (3 weeks in basic radiology and 2 weeks with special equipment) with a preceptor. During clinical orientation, the orientee shall not be counted in staffing totals.

*Angiography*: Newly hired employees with experience, will be oriented for a minimum of six (6) weeks clinical orientation with a preceptor. During clinical orientation, the orientee shall not be counted in staffing totals.
Newly hired employees without experience, will be oriented for a maximum of three (3) months clinical orientation with a preceptor. During clinical orientation, the orientee shall not be counted in staffing totals.

**CVT**: Newly hired employees with experience shall receive a six (6) week clinical orientation with a preceptor. During clinical orientation, the orientee shall not be counted in staffing totals.

Newly hired CVT’s without experience shall receive a minimum six (6) week clinical orientation, up to a maximum of three (3) months, and will be assigned to a preceptor. During clinical orientation, the orientee shall not be counted in staffing totals.

**CT SCAN and MRI**: A newly hired employee without experience will be oriented for six (6) weeks with up to three (3) months if necessary, of clinical orientation and be assigned to a preceptor. During the clinical orientation the orientee will not be counted in staffing totals.

Newly hired employees with experience will be oriented for a minimum of three (3) weeks clinical orientation and be assigned to a preceptor. During clinical orientation the orientee will not be counted in staffing totals.

**MAMMOGRAPHY**: A newly hired employee with experience will be oriented for a minimum of four (4) weeks clinical orientation and will be assigned to a preceptor. During clinical orientation the orientee will not be counted in staffing totals.
Newly hired employees without experience will be oriented for a minimum of six (6) weeks clinical orientation and will be assigned to a preceptor. During clinical orientation the orientee will not be counted in staffing totals.

**IVT/CVT:** Newly hired employees will adhere to the orientation of the CVT and Angiography specialties.

Orientation time can be reduced by mutual agreement between the orientee, preceptor, and instructor/Manager.

**ARTICLE 10 - NURSING & PROFESSIONAL FUNCTIONS**

1a. The standards of professional practice as set forth by the American Nurses Association shall be used as guidelines by the Employer when formulating nursing standards. The practice standards of each of the Technical disciplines covered by this shall be established by the National Organization of each discipline, if such exist.

1b. Each employee shall have an annual objective evaluation to be utilized as a professional growth tool. The evaluation shall be documented by the employee’s immediate supervisor on an annual basis.

2. Employees without appropriate training and/or experience in any of the above areas shall not be floated into designated specialty units except under emergent conditions. Emergent conditions are defined as disaster, severe weather conditions and health epidemics. Cross floating into and out of listed groups shall
be permitted with mutual consent of management and the employee involved.

Employees will not be required to float, except as delineated within this Agreement.

Individuals may volunteer to be cross-trained and oriented outside their permanently assigned units. Cross-training must be offered as a condition to float an employee to any unit to which the employee is not permanently assigned.

The requisite cross-training will provide a competency base, objective skills check, taking into consideration the requirements of the unit and the standards of practice.

Such cross-training shall consist of a self-study module, administered by the Education Department, in addition to a one (1) week precepted clinical practicum, dependent upon specialty, previous experience and evaluation.

Cross-training shall be made available on a volunteer basis. In the event that there are insufficient volunteers, a specific number of staff, determined on a unit-by-unit basis, by mutual consent between the Employer and the Union, in reverse order of seniority, shall be identified to be cross-trained.

Reeducation will be given to any employee who has not utilized the cross-trained skills within the preceding 6 months.

Employees who fail to successfully cross train shall not be subject to discipline.
Unit identification may change location throughout the life of the contract. The restrictions outlined are to identify specialty and/or services provided in that given area regardless of where or what the unit is located or called. Newly developed/opened Units or specialties shall not float until or unless placement is mutually agreed between the Employer and the Union.

In the event that floating is required, volunteers will float first. In the event there are no volunteers, floating shall occur in the following order:

1. Agency personnel
2. Per diem employees
3. Regular full time and part time employees on a rotating basis and in inverse order of seniority.
4. A log of float rotation shall be kept on each unit /department. Floating shall be rotated in an equitable manner among the Unit and Group designations, provided the employees have the requisite skills for the day’s assignments.

The following areas shall cross cover the other:

**Nursing**  
**Group 1 Critical Care**

CRR/MICU/CCU

Telemetry RN with Critical Care competencies or patient with appropriate level of acuity.
Critical Care staff can cover patients in other critical care units, including Group 2 if educationally and clinically prepared and demonstrates competency.

Tele RNs that have successfully passed the BKAT and Critical Care course may be floated to Critical Care, Competencies will be reassessed on the education department on a quarterly basis.

**Group 2 A4 – Post Cath Procedures and Post Surgical**

Group 2 can go to Cath holding in Group 1 if educationally and clinically prepared and demonstrates competency. Group 1 can go to Group 2.

RNs that have successfully passed the BKAT and Critical Care course may be floated to Critical Care, Competencies will be reassessed on the education department on a quarterly basis.

There will be a 6 month Pilot Program where Group 2 Nurses will select which Group they wish to be prepared to float to Group 1 or Group 3.

***see deferred Addendum B

**Group 3 Telemetry /Med/Surg (A7,A8, A3, M3)**

All Registered Nurses will be provided Telemetry course and must be able to recognize and respond appropriately to lethal dysrhythmia.

Only chemo competent RNs may be sent to administer chemo in a critical unit if necessary.
**Group 4 - Perioperative (SDS, PACU, ENDO, OR)**

Staff shall not float into the OR but OR and Endo staff may cover Bronchoscopy if educationally prepared. SDS can cover PACU when Phase I recovery is completed. SDS RNs can provide Phase II recovery in PACU as needed. (The nursing role in this phase focuses on preparation for care in the home, extended observation, or an extended care environment as per the ASPAN standards.)

PACU can cover SDS

PACU can cover Endoscopy for monitoring only

SDS can cover Endoscopy for monitoring only if they have dysrhythmia training

Endoscopy can cover SDS

**FLOAT POOL**

Float pool nurses are hired with the understanding of being in the designated float pool.

The float pool are RNs who are hired for and can demonstrate competency in at least two (2) of the float blocks named above. Such nurses may be full-time, part-time or per diem and are utilized by the areas in which they have demonstrated competency.
IMAGING DEPARTMENT

Imaging Department: Employees without training and experience can not be floated to Angio; C-Scan; or Mammo and MRI. Such training will be voluntary.

GENERAL CONDITIONS FOR ALL FLOATING

1. Practice designation listed above may move their actual location but nurses will only be assigned patients in practice designations to which they have demonstrated competency as outlined in the next paragraph.

2. Competency check lists will be provided for the specifics of each specialty identified in the above groups. These check lists will be based on the patient population in the unit. The competency of employees will be assessed and verified annually. Identified educational or clinical needs will be addressed.

3. Any units not listed in any of the float blocks are closed units where staff shall not be subject to flotation, except as previously designated.

4. If the blocks need to be adjusted or changed, the parties will provide notice and an opportunity to bargain with the Union.

5. Floating shall occur only during the first hour of the employee's scheduled shift, except in case of emergency. Staffing needs known prior to the first hour of the shift shall not be considered emergencies.
6. When a Nurse agrees to work overtime on her regularly assigned unit, no floating of the overtime Nurse or any other regularly scheduled Nurse shall occur unless mutually agreed to. The Nurse on overtime may exercise her option to go home rather than to float. Conversely, if a Nurse has signed on for overtime on another unit or for general available time, she may be floated in accordance with the terms and conditions for floating outlined in this Article.

7. Once floated to another unit or department the employee shall remain until the end of their shift, except in cases of emergency.

8. Floating shall be utilized to provide needed staff coverage and shall not be utilized to cause another staff member to be floated to or from another unit. (double or more bumping of floated staff)

9. The parties agree that patients will not be transferred or moved for ½ hour prior to each shift and ½ hour after change of shift unless the hospital has made its best effort to avoid such transfer move.

**ARTICLE 11 - JOB POSTING**

1.a. All promotions, vacancies, shift changes, unit/department transfers and newly created positions within the bargaining unit will be posted for seven (7) consecutive days on the Employee entrance and appropriate Department Bulletin Board with a copy to the Local and JNESO headquarters. Such copies may be hand delivered or by electronic mail. Posting(s) must be dated and shall include the minimum qualifications for the position, job
description, day, evening or night shift and employment status, i.e. full time etc., any applicable differentials or additional benefits. All persons who are interested in the job are encouraged to file a bid for the job with the Human Resources Department. All persons who bid and who meet the minimum qualifications will receive an interview for the position. Such interviews shall be conducted as soon as reasonably possible. All those who are interviewed will be notified of the individual decisions in their case as soon as reasonably possible. If no one bids for a job or no one meets the minimum qualifications, the Employer will advertise for the position. In an emergency, the Employer will post and advertise the position at the same time, but current employees will have preference over non-employees.

Should the position remain unfilled at the conclusion of the posting cycle, the position will be posted on the intranet and internet.

b. All employees interested in transfers to another unit or to different shifts shall indicate their interest by completing a transfer request form obtained from Human Resources. A copy of the form will be kept by both the employee and Human Resources. If the request is for an open/posted position the conditions and time frames outlined in Section 1 A above will apply. In order to be considered for a transfer, an employee must not have received any disciplinary action within the previous twelve (12) months, unless their discipline is subject to the grievance/arbitration procedure. Exceptions will be made on a case-by-case basis after review with the Director of Human Resources or designee.
c. Once promotions, shift changes, vacancies, unit transfers, or newly created positions have been approved, they shall be completed as expeditiously as possible; however, in no event shall it exceed ninety (90) days of said approval.

2. Where two or more employees are under consideration for such vacancies, shift changes, unit transfers, promotions, and newly created positions, the Employer will promote the employee with the greatest seniority, unless as between or among the employees there is a demonstrative difference in their ability and qualifications to do the job. Disputes under this provision shall be subject to the grievance and arbitration provision of this Agreement.

3. Full-time employees shall be considered before part-time employees for all positions.

4. An employee who is promoted or transferred shall serve the same probationary period on the new job as a new hire. If she/he is removed from the new job during the probationary period, she/he shall be returned to her/his former job without loss of seniority or other benefits except that if she/he is discharged, her/his rights shall be subject to the other provisions of this Agreement. If the employee desires on their own to return to the previously held position they may do so within thirty (30) days of the transfer only if still vacant. If not vacant, then to the most comparable position.

Part time and Per Diem hours worked shall be reviewed quarterly and identified. Management reserves the right to determine whether to create/post a position based on staffing needs. Based
upon the identified need, a corresponding position will be posted in accordance with Article 11. Full time or increased part time hours’ positions shall be posted in accordance with this Article.

**ARTICLE 12 - PERSONNEL FILES**

An employee shall have the right to review her/his personnel file during working hours provided sufficient notice is given to the Human Resources Department and it does not interfere with patient care. A Human Resources representative may be present. This right shall not be abused.

**ARTICLE 13 - NON-DISCRIMINATION**

Neither the Employer nor the Union shall discriminate against or in favor of any employee on account of race, color, creed, national origin, political belief, disability, sex, sexual orientation, age or any characteristic protected by law.

**ARTICLE 14 - DISCHARGE AND DISCIPLINE**

1. The Employer shall have the right to discharge, suspend or discipline an employee for just cause.

2. The Employer will notify the Union in writing by certified mail of any discharge or suspension within five (5) working days from the time of discharge or suspension. If the Union desires to contest the discharge or suspension, it shall initiate the grievance at Step 3 within five (5) working days of receipt of notification.

3. If the discharge, suspension or discipline of an employee results from conduct relating to a patient and the patient does not
appear at the arbitration, the arbitrator shall not consider the failure of the patient to appear as prejudicial.

4. The term "patient" for the purpose of this Agreement shall include those seeking admission and those seeking care or treatment in clinics or emergency rooms, as well as those already admitted.

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

6. No employee shall be disciplined or called to a meeting that would result in discipline without an available Union representative present; however, for an alleged severe infraction, the employee may be suspended pending the availability of a delegate.

7. Disciplinary action, with the exception of verbal warnings, are to be presented on a "Disciplinary Action Form" with a copy made available to the employee at the time of discipline. If the disciplinary action relates to a severe infraction, the employee may be suspended immediately.

8. Disciplinary action, verbal or written with no recurrence after a period of two (2) years, the subject of the disciplinary action shall not be utilized in any disciplinary proceeding or included in any future reference. If the disciplinary action relates to gross misconduct, the disciplinary action will not be removed.
ARTICLE 15 - GRIEVANCE PROCEDURE

1. A grievance shall be defined as a dispute or complaint arising between the parties hereto under or out of this Agreement or the interpretation, application, performance, or any alleged breach thereof, or any claim to rights accrued during the term of this Agreement and shall be processed and disposed of in the following manner:

Step 1: Within five (5) working days of the occurrence or knowledge of the facts giving rise to a grievance an employee and/or her/his Union/Local Steward shall take it up with her immediate supervisor. The supervisor shall have a maximum of five (5) working days in which to give her/his answer.

Step 2: If the grievance is not settled in Step 1, it shall be reduced to writing within five (5) working days and presented to the grievant's department head or her/his designee. Grievances filed at this step shall be stamped as received, by the Nursing/Department office which it is submitted to. If the grievance is submitted via electronic mail an electronic response of receipt will suffice. The department head or her/his designee shall render a written response within a maximum of five (5) working days and send it to the Local Steward/Union representative via electronic mail.

Step 3: If the grievance is not settled in Step 2, the grievance may, within five (5) working days after the answer in Step 2, be presented in Step 3. A grievance shall be presented in this Step in writing setting forth the Article(s) of the contract violated, the specific facts of the violation claimed and the remedy sought to the
Human Resources Director or his/her designee, Grievances filed at this step shall be stamped as received, by the Human Resources Office. If the grievance is submitted via electronic mail an electronic response of receipt will suffice. The Human Resources Director or his/her designee shall render a decision in writing within five (5) working days after the presentation of the grievance in this Step and send it to the Local Steward/Union representative via electronic mail.

A grievance concerning a discharge or suspension may be presented in writing initially at Step 3 in the first instance within the regular time limits specified in this Article. The time limits outlined above may be extended or waived by mutual consent in writing.

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

3. Any disposition of a grievance from which no appeal is taken within the time limits specified herein shall be deemed resolved and shall not thereafter be considered subject to the grievance procedure.

4. A grievance which affects a substantial number or class of employees and which the Employer representative designated in Steps 1 and 2 lacks authority to settle, may initially be presented at Step 3 by the Union representative. Any such grievance shall be presented in writing and shall name or identify all affected employees, specifically enough for the Employer to know who is affected.
5. Whenever in the above procedure a grievance is to be presented in writing, it shall be written on a grievance form or facsimile mutually agreed to by the parties.

6. The Employer and the Union shall furnish each other with a list of their representatives who are to participate in the settlement of grievances under this Article.

ARTICLE 16 – ARBITRATION

1.a A grievance, as defined under the grievance procedure of this Agreement, which has not been resolved may, within fifteen (15) working days after completion of Step 3 of the grievance procedure, be referred for arbitration by the Union to an arbitrator selected in accordance with the procedures of the American Arbitration Association (AAA).

b. At the time of filing either party may request consolidation of multiple grievances to be submitted as a single arbitration. In the event of a disagreement between the parties regarding consolidation the matter may be determined by the arbitrator.

2. The fees and expenses of the American Arbitration Association (AAA) and the arbitrator shall be borne equally by the parties.

3. The award of an arbitrator hereunder shall be final, conclusive and binding upon the Employer, the Union and the employees.
4. The arbitrator shall have jurisdiction only over disputes arising out of grievances, as defined in Section 1 of the grievance procedure, and he/she shall have no power to add to, subtract from, or modify in any way any of the terms of this Agreement.

5. A grievance contesting a discharge may be submitted to AAA for a single Panel of five arbitrators under the rules of the AAA.

**ARTICLE 17 - STRIKES AND LOCKOUTS**

1. 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, picket, or in any way interfere with or interrupt the Employer's operation during the term of this Agreement.

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

3. If there be 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.
4. Any employee who violates this Article shall be subject to disciplinary action, including discharge, subject to the grievance and arbitration provisions of this Agreement.

5. 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 18 - MANAGEMENT RIGHTS**

1. Except as otherwise provided in this Agreement, the Employer retains the exclusive right to direct and schedule the working force; to plan, direct and to control operations; to discontinue or reorganize or combine any department or branch of operations with any consequent reduction or other changes in the working force; to hire, discipline for cause and lay off employees; to promulgate rules and regulations; to introduce new or improved methods or facilities regardless of whether or not the same cause a reduction in the working force and in all respects to carry out, in addition to those rights specifically enumerated herein, the ordinary and customary functions of management. None of these rights shall be exercised in a capricious or arbitrary manner.

2. The Union, on behalf of the employees, agrees to cooperate with the Employer to attain and maintain full efficiency and maximum patient care and the Employer agrees to receive and consider constructive suggestions submitted by the Union toward these objectives.
ARTICLE 19 - PAST PRACTICES

The Agreement constitutes the sole and entire existing agreement between the parties and supersedes all prior agreements, commitments and practices, whether oral or written, between the Employer and any of the covered employees unless the practice is listed below:

1. The Employer shall continue the employees' access to the cafeteria/coffee shop on the day shift and evening shift until 6:30 p.m.

2. The Employer shall provide vending machines.

3. Employees may, after receiving their supervisor's approval, combine their fifteen (15) minute break with their lunch period in order to be allowed additional time for cashing checks on pay day or to allow them to purchase commodities off premises, provided patient care is not interfered with. If the employee leaves the premises, they must punch out.

4. Scrub suits and lab coats shall be provided for nurses in PACU, OR, Cardiac Cath Lab, SDS and ENDO, and shall be worn. The same shall apply to technical employees and cardiac cath techs. Respiratory therapists are provided with a lab coat only. Radiology Techs are provided scrub suits when required.

5. The paycheck distribution practice shall continue.

6. Employees shall follow hospital policies and procedures for recording time and attendance.
ARTICLE 20 - HOURS OF WORK/OVERTIME AND AVAILABLE TIME

1. The normal work day shall be defined as seven and one-half (7-1/2) hours, nine point four (9.4), or twelve and one-half (12.5) hour shift.

2. The normal work week shall be defined as thirty-seven and one-half (37-1/2) hours or seventy-five (75) hours per pay period for those employees working the 12 hour shift.

3. The normal shifts for Nursing are:

   A. 7am to 3:30pm, 8.5 hour/day, two (2) 15 minutes paid break time, sixty (60) minutes unpaid break time, 37.5 hours paid.

   3:00pm to 11:15pm, 8.25 hour/day, two (2) 15 minutes paid break time, forty-five (45) minutes unpaid break time, 37.5 hours paid.

   11:00pm to 7:15am, 8.25 hours/day, two (2) 15 minutes paid break time, forty-five minutes unpaid break time, 37.5 hours paid.

   B. 6:30am to 4:30pm, 10.0 hours/day, two (2) 15 minutes paid break time, thirty (30) minute unpaid break time, 37.5 hours paid.

   11:30am to 9:30pm, 10.0 hours/day, two (2) 15 minutes paid break time, thirty (30) minutes unpaid break time, 37.5 hours paid.

   C. 7am to 7:30pm, 12.5 hours/day, three (3) 15 minutes paid break time, thirty (30) minutes paid break time, 37.5 hours paid.
The normal shifts for the Emergency Department Nursing are as follows:

7pm to 7:30am, 12.5 hours/day, three (3) 15 minutes paid break time, thirty (30) minutes paid break time, 37.5 hours paid.

The normal shifts for the Emergency Department Nursing are as follows:

7am to 7:30pm 12.5 hours/day, three (3) 15 minutes paid break time, thirty (30) minutes paid break time 37.5 hours paid.

7pm to 7:30am, 12.5 hours/day, three (3) 15 minutes paid break time, thirty (30) minutes paid break time, 37.5 hours paid.

9am to 9:30pm, 12.5 hours/day, three (3) 15 minutes paid break time, thirty (30) minutes paid break time, 37.5 hours paid.

11am-11:30pm, 12.5 hours/day, three (3) 15 minutes paid break time, thirty (30) minutes paid break time, 37.5 hours paid.

Newly hired or current staff who volunteer, may work the following shifts:

1:00pm-1:00am, 12.5 hours/day, three (3) 15 minutes paid break time, thirty (30) minutes paid break time, 37.5 hours paid.

3:00pm-3:00am, 12.5 hours/day, three (3) 15 minutes paid break time, thirty (30) minutes paid break time, 37.5 hours paid.

Fast track ED conditions are as follows:

Monday thru Friday – 11am to 11:30pm
Full time or Part-time
No weekend obligation
Newly hired or transferred employees may have a weekend obligation

The normal shifts for the Operating Room are as follows:

Monday-Friday 10.0 hours/day, two (2) 15 minutes paid break time, thirty (30) minutes unpaid break time, 37.5 hours paid

6:30am-4:30pm
7:00am-5:00pm
12:30pm-10:30pm

Weekend and Holiday hours of work are addressed in Article 34-

On Call

**PACU**
7:00AM-7:30PM
8:00AM-8:30PM
10:00AM-10:30PM

**SDS**
6:00AM-4:00PM
7:00AM-5:00PM
7:00AM-3:30PM
10:00AM-7:00PM

**Cardiac Cath Lab**
7:00AM-7:30PM
7:00AM-3:00PM
7:00AM-5:00PM
10:00AM-6:00PM
8:00AM-6:00PM
ENDO  
7:00AM-3:00PM 8 hours/day Monday thru Friday, two (2) 15 minutes paid break time, thirty (30) minutes unpaid break time. 37.5 hours paid.

The normal shifts for the technical departments are as follows:

**Imaging:**

A. 6:00AM - 2:00PM  
K. 7:30AM-3:30PM  
B. 7:00AM - 3:00PM  
L. 2:00PM-10:00PM  
C. 8:00AM - 4:00PM  
D. 10:00AM – 6:00PM  
E. 11:00AM- 7:00PM  
F. 12 Noon - 8:00PM  
G. 3:00PM - 11:00PM  
H. 3:30PM - 11:30PM  
I. 4:00PM - 12 Midnight  
J. 12 Midnight – 8:00AM

**Respiratory:**

A. 7:00AM - 7:30PM  
B. 7:30PM - 7:30AM  
C. 8:00AM - 8:30PM  
D. 8:00PM - 8:30AM  
E. 7:00AM - 3:00PM  
F. 3:00PM - 11:00PM  
G. 11:00PM - 7:00AM  
H. 11:00AM - 11:30PM

**Cardiac Cath Lab:**

A. 7:00AM -7:30PM  
B. 7:00AM - 3:00PM  
C. 7:00AM – 5:00PM  
D. 10:00AM–6:00PM

+++++++see Side Letter for excepted shifts.
CRNA’S:

Monday through Friday, 7:00AM to 11:00PM.

Two (2) sixteen (16) hour shifts and one (1) eight (8) hour shift each week.

All of the above-mentioned shifts or hours of work may be changed through negotiations and mutual agreement by Management and the Union. Such requests and changes, if any will be submitted in writing.

All employees shall work on the shift, shifts or shift arrangements for which they were hired. The Employer may change an Employee's shift only for good and sufficient reason. The Employer agrees to request for volunteers to accept the changed shift, and upon failing to get volunteers the changed shift shall apply to the Employee with the least seniority qualified to do the work. Any Employee who mutually agrees to work a different shift will have that agreement in writing. Except in an emergency, the Employee will be given four (4) weeks notice before the shift change takes effect.

4. The Employer will post four (4) week time schedules covering each employee on the appropriate bulletin boards on the nursing unit/department at least two (2) weeks in advance of the start of the schedule. No changes will be made unless mutually agreed upon or unless in an emergency.

5a. A weekend means Saturday and Sunday for Nursing and one (1) Saturday and Sunday every third (3rd) weekend in
Respiratory, except in departments or units that are not open or are covered by On-Call.

Twelve point five (12.5) hour employees shall work three (3) weekend days in a four (4) week period. This will be accomplished by having the employee work their required full weekend and the second weekend being split - that is Saturday or Sunday.

This will satisfy the 12.5 hour employees weekend obligation. Any additional weekend time work will be voluntary.

Weekend hours are defined as 7:00am Saturday through 7:00am Monday

Weekend rotation for the X ray department will be as follows:

Work a full weekend (Saturday and Sunday)
Full weekend off
Work a partial weekend (Saturday or Sunday)
Full weekend off

5b. Each full time employee working other than 12.5 hour shifts shall be entitled to twenty-eight (28) weekends off a year in an alternating every other weekend off pattern plus the additional two weekends off.

5c. Any member of the bargaining unit who calls in sick on more than one weekend shift (two or more) in any three month calendar quarter may be required to make up those weekend shifts within the following three month calendar quarter.
5d. In the event that an employee's position does not currently require weekend work and such weekend work is later required, the employee will be subject to Article 20, Section 5 (b). In addition, prior to any change, the Employer will give the employee three (3) months notice. Any such change in the weekend work requirement shall not be arbitrary and capricious. If the weekend work requirement does change employees affected will work in their unit when open and not be subject to floating to other units when their unit(s) are not operational.

The Employer shall first seek volunteers within each unit. In the event there is an insufficient number of volunteers, the Employer shall schedule by reverse order of seniority within each unit.

New positions required in said units shall be posted with the weekend obligation, but subject to the same restrictions as outlined above in 5d.

5e. Twelve point five (12.5) hour employees shall work three (3) weekend days in a four (4) week period. This will be accomplished by having the employee work their required full weekend and the second weekend being split - that is Saturday or Sunday.

6. At the request of either party, experimental work week shall be discussed and negotiated and implemented upon mutual consent of both parties.

7a. Overtime compensation shall be the equivalent of time and one-half (1-1/2) for any time worked over forty hours in a week or eighty (80) hours in a pay period.
7b. In the event a part-time employee works a double shift, the second such full shift shall be paid at time and one-half (1-1/2).

7c. Sick time shall not be computed as hours worked for the purpose of computing overtime. All other paid time including holiday time and vacation time shall be computed as workdays for the purpose of computing overtime.

8a. Available time is defined as RN or Technical coverage still needed for specific shifts at the time the schedule has been posted and the committed hours have been assigned to all bargaining unit personnel. Available time does not include coverage for sick/absent calls, unscheduled vacations, or changes made once the schedule has been posted.

8b. Available time will be posted in the applicable nursing unit/department at the time the schedule is posted for ten (10) consecutive days and the time will be offered in the following priority:

Part Time - at regular hourly rate of pay up to 40 hours per week.
Per Diem - at regular hourly rate of pay up to 40 hours per week.
Full Time - overtime after 40 hours per week.
Part Time - overtime after 40 hours per week.
Per Diem - overtime after 40 hours per week.

Any two or more unit employees of the same status signing up for the same available time, the most senior unit staff member of that status will be given the available time. This will be done on a rotation basis to ensure equity.
8c. After 10 days the Available Time list will be removed by the Nurse Manager/Department Director, approved or disapproved within forty eight (48) hours, and he/she will notify the applicable staff of extra hours. Once approved, no one may bump the available time.

8d. All remaining available time will also be posted in the Staffing Office and will be made available hospital wide and on the Nursing Unit. Filling of this time will be on a first come first serve basis. At the time the Employee signs up, he/she must notify the staffing assistant or designee who will notify the Nursing Unit/Department to remove the slots from the remaining available time.

8e. Employees may fill available time slots up until eight (8) hours prior to the scheduled shift. If the available time has been filled with Agency Personnel, the employee may "bump" the agency personnel with eight (8) hour notice to the Staffing Office or Nursing Manager/Director.

8f. The Nursing Office/Department Director will give three (3) hours notice of cancellation of extra time or overtime. In the event that cancellation of extra time or overtime is necessary, the extra time or overtime shall be in inverse order of the way it was offered and filled, in the following order:

a. Agency personnel will be cancelled before any St. Michael's employee.
b. Per diem employees scheduled for overtime.
c. Part Time employees scheduled for overtime.
d. Full Time employees scheduled for overtime.
e. Per Diem.
f. Part Time employees working above FTE schedule.

8g. Once scheduled for available time or overtime the employee shall be given the above (8f) notice of cancellation by the Nursing Service Office or Department Director. Failure to notify the employee within the above guidelines will result in payment of three(3) hours of paid time at the employee’s regular rate of pay. No employee may be canceled once they report to work.

8h. All employees approved for available time must fulfill their commitment except in the case of an emergency. Anyone failing to fulfill their commitment or obtain a replacement may be denied additional hours in the next schedule of available time.

Notice to the Hospital when an employee is canceling themselves for scheduled available time, except in case of an emergency, and shall be four (4) hours prior to the start of the scheduled shift.

Short Notice Rate for weekends and holidays –

All regular full-time and part-time staff who are called in to work and given a notice period of two hours or less will receive double time the employee’s hourly rate for all hours worked on the shift they received the short notice for.

Short notice rate would apply to all regular full-time and part-time staff who are called in to work and given a notice period of two hours or less. Staff who are paid the Short Notice Rate will not be entitled to any additional compensation for the hours worked, such
as time and one-half if the hours exceed 40 or on holiday coverage. However there will no pyramiding of overtime.

Acceptance of such work is voluntary.

**ARTICLE 21 - LUNCH PERIOD AND BREAK PERIOD**

1. Employees working 12.5 hour shifts shall be entitled to three (3) fifteen minute (15) breaks in addition to their lunch period. One of these fifteen (15) minute breaks is to be taken in the first four (4) hours. Neither of the two remaining breaks shall be combined with the lunch break without special permission of the appropriate Manager or Supervisor. Employees working all other shifts have their break and lunch entitlements outlined in Article 20.

2. An employee who is required to work through his/her unpaid lunch period shall be paid time and one-half (1-1/2X) provided that hours worked are approved in advance by her/his Manager unless for a documented emergency, such approval shall not be withheld in an arbitrary manner. In the event that an employee is unable to contact the Manager at the time the approval is needed, he/she is responsible for communicating this inability to the respective supervisor prior to the end of the shift, at which time the request will be approved or denied based on the unit activity.

3. An Employee who is required to work through his/her paid lunch period shall have those hours count toward the calculation of overtime, provided that hours worked are approved for a documented emergency. Such approval shall not be withheld in an arbitrary manner. In the event the Employee is unable to contact
his/her supervisor, or the supervisor is not present at the time the approval is needed, the supervisor will review the appropriate documentation with the Employee to certify that the hours were needed.

**ARTICLE 22 - SHIFT DIFFERENTIAL**

1. The parties recognize that patient needs require the Employer to provide nursing care on a twenty-four (24) hour basis. To meet these needs, the Employer will endeavor to assign nurses to the shift they desire, but it cannot guarantee any specific shift.

2. Employees working on the 3:00 p.m. to 11:30 p.m. shift shall receive a shift differential of ten (10%) percent per hour.

3. Employees working on the 11:00 p.m. to 7:30 a.m. and the 7:30pm to 7:30am shifts shall receive a shift differential of fifteen (15%) percent per hour.

4. All employees whose shift begins on or after 10:00am or those employees who work a minimum of 3.5 hours after 3:00pm will be eligible for shift differential for all hours worked after 3:00pm.

5. Employees working the 7:00 a.m. to 7:30 p.m. will receive a differential applicable for any hours worked after 3:00 p.m.

6. Day shift employees who are required to work a full evening or night shift, shall be entitled to the appropriate shift differential.
7. Employees are hired to specific shifts. There are no rotation of shifts unless mutually agreed.

8. Where a day employee works overtime or rotates, they shall be paid the applicable shift differential on all hours worked.

9. Any employee assigned to a shift between 3:15 p.m. and 7:30 a.m. on a permanent basis shall receive the applicable shift differential on all paid time.

10. Employees with the exception of those working the Weekend Employee program, and per diem employees, shall receive a weekend differential RNs shall receive two dollars ($2.00) per hour for all weekend hours worked. Technical employees with the exception of per diem employees, will receive a weekend differential of two dollars ($2.00) per hour for all weekend hours worked. Weekends are defined as 7:00am Saturday through the conclusion of the latest shift on Sunday.

**ARTICLE 23 – HOLIDAYS**

1. Regular full-time employees shall be entitled to seventy five (75) hours of paid holiday time. Holiday time is paid to equal the regular shift hours of the employee, however not to exceed 75 hours annually.

The holidays recognized by the Employer are as follows:

- New Year's Day
- Martin Luther King's Birthday
- Memorial Day
- Independence Day
Labor Day  
Thanksgiving Day  
Christmas Day  
Three (3) free days.

2. Recognizing that the Employer 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 to require an employee to work on the holidays listed above and not to exceed 5 holidays unless the employee volunteers.

New Year’s Day and Christmas Day shall be alternated, unless the employee requests otherwise, each year so that no employee may be required to work either holiday or both holidays back to back. Section 15 of this Article shall also apply.

Units that are closed or covered by on call are found in Appendix B.

Conflicts shall be resolved by seniority. The Employer will, consistent with the needs of the Employer, distribute holidays off on an equitable basis within departments and consult with the employees as to preference. Time off for Holiday or preference to work specific holidays will be posted by each Unit Manager prior to the beginning of each calendar year.

3. If a holiday falls on an employee's scheduled day off, the employee shall receive an additional day off to be mutually agreed upon at the regular rate of pay within thirty (30) days of the holiday.
4. If a holiday falls during an employee's vacation, at the option of the Employer, the vacation shall be extended by one (1) day, or the employee shall receive one (1) day's regular pay or a day off with regular pay.

5. To be entitled to holiday pay, an employee must work the scheduled work day before and the scheduled work day after the holiday, except if proof of illness is submitted.

6a. A regular full-time employee who is scheduled to work on any legal holiday in Section 1 above, shall be paid for work performed on that date at the rate of time and one-half (1-1/2X) the employee's regular pay rate. Additionally, said employee shall receive one (1) day off to be mutually agreed upon at the employee's regular pay within the next calendar quarter unless a time off request has been denied after the holiday. This banked holiday time is maintained at its current level.

6b. At the employee's option, an employee may elect to be paid double time and one-half (2 & 1/2X), without the one (1) day off with pay as provided for in 6a above for any and all of the legal holidays for which the employee is scheduled and works.

Such option will be exercised prior to the close of the pay period in which the employee has worked the holiday and must be in writing.

7. A regular part-time or per diem 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 (1-1/2X) the employee's
regular pay. Part time employees receive an additional day off or the option outlined in 6b above.

8. Regular full-time employees shall be entitled to the number of "free days" with pay specified in paragraph 1(A) above. Free days must be taken at the rate of one (1) day each four (4) months in accordance with existing practice. Free days shall be scheduled at least one (1) month in advance with the approval of the Nursing Department, except in emergency situations and depending on staffing. Free days shall be taken as full work days and shall be taken in the period in which accrued, unless otherwise mutually agreed. However, free days cannot be accrued from year to year. Scheduled free days shall not be canceled, but the Employer shall retain the right to require work, but with mutual agreement, on scheduled free days as on other paid holidays, provided that the employee shall be paid for such work at the employee's regular pay, and shall receive an additional day off with regular pay within thirty (30) days of the scheduled free day.

9. After thirty (30) days' employment, if a probationary employee is required to work on a legal holiday, they shall be paid at the rate of one and one-half (1-1/2) and shall receive one day off to be mutually agreed upon at the employee's regular pay within thirty (30) days after the holiday. Employees not completing their probationary period will have the holiday pay forfeited from their last paycheck.

10. Employees completing their probationary period shall be entitled to free days in accordance with paragraph 8 above. In order to be eligible for an initial free day, the employee must have
completed his/her probationary period within the time frame of each four (4) month period.

11. Scheduling of free days is the responsibility of the employee and will not be designated by the Employer. Should the employee fail to schedule the last free day in accordance with paragraph 8 above, the Employer and employee shall mutually agree to the free day to be taken by December 30th. In the event the day is not taken, the employee will forfeit same.

12. Regular part-time employees will receive pro rata holiday and free day benefits.

13. Holiday pay shall apply on the day of the actual holiday in the case of the following holidays: New Year's Day, July 4, Labor Day, Thanksgiving Day and Christmas Day. Holiday pay shall apply on the day the holiday is celebrated for all other legal holidays.

14. 12 hour shifts, holiday pay, shall commence at 7:00PM on the eve of the holiday until 7PM on the day of the holiday. For 7.5 hour shifts the holiday shall commence at 11:00PM on the eve of the holiday until 11:00PM on the day of the holiday.

15. Employees with twenty (20) or more years of service to the Employer shall not be required to work the Christmas or New Year's holiday.
ARTICLE 24 - VACATION

1. Regular full-time employees (RN and Technical) shall be entitled to one hundred fifty (150) working hours paid vacation per year at regular pay after completion of one (1) year of continuous service with the Employer. Seventy-five (75) hours of the foregoing one hundred fifty (150) hour eligibility may be taken by the employee after completion of six (6) months employment.

Nurses hired prior to 11/1/06 completing vacation anniversary dates of fifteen (15) years of service will earn 172.5 hours; twenty (20) years of service will earn 180 hours and twenty-five (25) years of service will earn 187.5 hours of vacation time. Employees hired prior to July 1, 1975 shall maintain a July 1 anniversary date for vacation purposes.

2. The Nursing Office/Department Directors will distribute a vacation preference schedule by March 1st of each year. The employees will make their preference selections by April 1st and return them to the Nursing Office/Department Director. The Nursing Office will finalize the schedule and publish it by April 15th. Employees' vacations will be scheduled to permit proper staffing for patient care needs. Seniority will be used to determine any conflicts. Changes in vacation will be accommodated on thirty (30) days notice where patient care needs permit and shall not be unreasonably denied.

3. In order that all employees share equally in prime vacation time, no more than three (3) weeks will be granted during the period between June 15th through September 15th, if a conflict
exists. This time period between June 15th and September 15th shall be known as “Prime Time” Vacation.

Up to one half (1/2) of a year’s accrual may be carried over until the following year’s anniversary date.

All other vacation time requests (except June 15th – September 15th) will be submitted no sooner than six (6) months prior to the time requested but no later than seven (7) days before the posting and/or finalization of the schedule in which the vacation would fall and shall be on a first come, first serve basis. All such requests shall be responded to within 2 months of the time off.

Additionally requests for special family events such as, but not limited to, an employee’s own wedding or wedding of an immediate family member as defined in Article 31 Bereavement Pay, a may be requested in this manner. Requests must be made in writing and submitted to the employee’s manager or department head.

All requests will be responded to within ten (10) calendar days. Requests shall not be unreasonably denied.

4. Employees permanently assigned to the evening or night shifts will receive the shift differential as part of their vacation pay.

5. Vacation eligibility (time and pay) will not accumulate during periods of layoff, or unpaid leaves of absence.

6. Any employee who quits her/his employment after six (6) months of employment will receive their accrued vacation
provided the employee gives the Employer four (4) weeks’ notice of intention to quit. No part of an employee's scheduled vacation may be charged to sick leave. However, where a vacation has not yet commenced and an employee becomes ill, or if the employee is hospitalized, the employee may reschedule his/her vacation and utilize unused sick leave time, provided notification is given to the Employer.

7. It is the responsibility of each nurse/employee to schedule their vacation. Vacations shall be taken each year and may not be carried forward except as provided for in Section 3 above or if the Employer unreasonably denies the requested time. Vacation requests for Prime Time submitted by April 1st will be determined by seniority where conflict exists.

8. Paid vacation shall be considered as time worked for the purpose of computing overtime.

9. Regular part-time employees shall receive vacation benefits on a pro-rata basis.

10. If medical clearance is required upon return from vacation, the employee shall present his/her specimen three (3) working days prior to return to work or the date due to return to work. If the tests prove positive, the employee will be allowed to utilize accrued sick time. If clearance takes longer than seventy-two (72) hours, the affected employee will be allowed to utilize accrued sick time.
ARTICLE 25 – INSURANCES

1. On the first of the month, following date of hire, all full-time and regular part-time employees working a minimum of twenty hours per week, shall be provided with the Hospital’s Medical Plan Options.

Employees may choose to participate in any of the medical plans as outlined in Appendix A.

The rates outlined in Appendix A remain unchanged for the life of this contract.

****See Appendix A for coverage changes agreed to.

During open enrollment each year any eligible employee who chooses not to enroll in the employer’s medical insurance coverage and can provide proof of coverage elsewhere shall receive an insurance waiver for the employee of $50.00 per pay period and an additional $50.00 per pay period for a waived spouse.

In addition, in and outpatient services provided by the Employer shall be provided free of charge. Physician fees, however will be processed through major medical or other insurance coverage to which the employee is entitled.

2. On the first of the month, following date of hire, all full-time employees and regular part-time employees working a minimum of twenty hours per week and their eligible dependents shall be covered by a Dental Insurance Plan currently provided by the Employer
3. Each regular full-time and part-time employee shall be entitled to the Employer Pharmacy discount currently provided.

4. The Employer shall continue to provide life insurance protection of all regular full-time employees and regular part-time employees working a minimum of twenty hours per week as currently provided by the Employer upon the expiration of the probationary period.

5. It is understood and agreed that the Employer’s sole liability under this Article is to pay the cost of and provide the aforesaid insurance protection for employees. The employee's rights, benefits, obligations, qualifications, duties and eligibility requirements shall be determined solely by the terms, provisions, requirements and conditions set forth in the policies, plans or contracts providing the welfare or insurance protections.

6. 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 welfare or insurance benefits. The Employer will assure employees who complete such forms of prompt and accurate proof of continuous coverage.

7. During the period of layoff, leave of absence or any other period when an employee is not working (with the exception of vacation period and/or paid sick leave), the Employer shall not be required to provide any welfare or insurance benefits. During such period the employee shall have the option to continue such benefits
at the group rate. The Employer will abide by the provision of the New Jersey Family Leave Act.

8. Upon the return to work of an employee after a leave of absence or for any other reason, the Employer shall again assume the cost and provide the welfare and insurance benefits provided the insurance carrier can do so.

9. It is understood and agreed that the Employer shall select the form of insurance policy or plan to provide the aforesaid protection. The Employer may further change insurance companies or protections to obtain the benefits provided hereunder, provided the new insurance contract or plan contains the same or better benefits or protections.

10. It is specifically agreed that should coverage provided by the Employer be improved to other employees currently covered under the same Plan, such improvements shall be provided to all JNESO members.

11. The Employer shall provide Long Term Disability insurance coverage, at 100% costs paid by Full-time and Part-time registered nurses and technical employees working at least thirty (30) hours in a pay period who have completed the probationary period.

Such coverage is voluntary at the employees option.

The plan will provide a benefit of 50% pay up to $5000 maximum of base pay per month. The elimination period shall be 180 days and the duration of the coverage shall be until age 65. Additional
plan conditions are covered in the Plan book which shall be provided to every covered employee.

**ARTICLE 26 - MALPRACTICE INSURANCE**

The Employer shall continue to provide at its sole cost and expense the current malpractice insurance for each bargaining unit employee.

Should the Employer be sold, file for bankruptcy or otherwise cease to operate as a hospital the Employer shall provide for tail malpractice insurance at the time it stops being operational.

**ARTICLE 27 - PENSION PLAN**

The Employer will continue its contribution to the IUOE Multi Employer Central Pension Fund.

The contribution will be two dollars and fifty cents ($2.50) per hour paid, up to an annualized maximum of 1950 hours.

In the third year of the contract the contribution will be two dollars and eighty-five cents ($2.85) per hour paid, up to an annualized maximum of 1950 hours.

Employees may contribute on a voluntary basis to the Employers 401(k) Plan, without any contribution provided by the Employer.

**ARTICLE 28 - SICK TIME**

1a. The parties affirm the policy that sick leave is to be used exclusively for legitimate absences. After three (3) months of
employment, employees shall be entitled to paid sick leave earned at the rate of, nine (9) days per year earned on a prorated basis each pay period, retroactive to date of hire, up to a maximum of ninety (90) hours per year. There shall be no accumulation of sick leave during periods of leave of absence, layoff, disability or sick leave. 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 or licensed practitioner (APN with prescriptive privileges, PA) certifying to the employee’s illness. An employee on the day shift who is not going to report to work because of illness, must call the Employer four (4) hours before the employee’s scheduled starting time. In the case of evening and night shift employees, four (4) hours advance notice must be given. The Employer may require a doctor’s examination of an employee returning from sick leave, if the employee is absent for three (3) consecutive days or more. Employees returning from sick leave will not be guaranteed the same assignment they had prior to their sick leave in cases where the sick leave extends sixty (60) days or longer. However, shall be guaranteed their same rate of pay and same shift.

1b. An employee may designate up to 3 days of the 9 to be utilized under the criteria of the NJ Earned Sick Leave Law*. Such time may not be used to effect the employee bonus.

Sick leave payment shall include shift differential for employees permanently assigned to evening and night shifts.
Regular part-time employees will have a proportionate benefit under this Article.

Per Diem employees will earn 1 hour of sick time for any pay period where the per diem works thirty (30) hours or more to a maximum of 3 days which can be used as outlined by the Earned Sick Time Leave Law*. Per Diem employees must use sick time in increments of seven and ½ (7.5) hours or more.

2. Sick leave for regular full-time employees may accumulate up to 450 hours.

3. Unused sick leave shall be forfeited upon termination of employment.

4. If an employee works for less than four (4) hours and is sent home by the Emergency Room physician, the employee will be paid up until the time she/he leaves as time worked. The remainder of the day will be paid from the employee’s accumulated sick leave.

5. The Employer recognizes the detrimental effect that sporadic sick calls has on staffing and patient care. At the same time the Employer recognizes that employees who do not abuse their allotted sick time. With this in mind, the following incentive is offered. On an annual basis, as defined by anniversary date, regular full-time employees shall enjoy the following benefit:

****See Addendum C
0 sick calls/or absent without pay/ yr.-12 days banked, - $600 bonus
1 sick call/or absent without pay/yr.- 11 days banked, - $400 bonus
2 sick calls/or absent without pay/yr.-10 days banked, - $250 bonus
3 sick calls/or absent without pay/yr.- 9 days banked, - $150 bonus

Regular, part-time employees scheduled to who work over one thousand (1000) hours per year and who use zero (0) sick days shall receive a three hundred dollar and fifty ($350) bonus with all accumulated sick time banked.

Utilization of sick time as outlined above in Section 1b. or under FMLA shall not adversely affect the above bonus.

**ARTICLE 29 - PROFESSIONAL ATTIRE ALLOWANCE**

All full-time employees required to wear a complete uniform not supplied or provided by the Employer shall receive a uniform allowance of two hundred and twenty-five dollars ($225) per year, payable one hundred and twelve dollars and fifty cents ($112.50) in January and one hundred and twelve dollars and fifty cents ($112.50) in July.

**ARTICLE 30 - JURY DUTY**

1. A regular full-time employee who is summoned (not volunteered) and reports to 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 pay paid by the court (not including travel allowances or reimbursement of expenses), for each day on which she/he reports for or performs jury duty and on which she/he otherwise would have been scheduled to work for the Employer. An employee called for jury duty must promptly notify the Employer, who may request that the employee be excused.

2. The Employer’s obligation to pay an employee for jury duty is limited to a maximum of 75 hours pay [covering a maximum of ten (10) days only].

3. In order to receive payment, an employee must give the Employer prior notice that she/he has been summoned for jury duty and must furnish satisfactory evidence that she/he reported for or performed jury duty on the days for which claim for payment is made and must furnish proof for the amount of compensation. The hours for which such payment is made shall not be considered as hours worked for the purpose of determining overtime or premium pay. The employee shall report to work on any day or portion of days that she/he is excused from jury duty.

4. All full-time and regular part-time employees who are subpoenaed to appear before any federal, state or municipal tribunal in relation to any malpractice claim arising out of their employment at Saint Michael’s Medical Center shall be compensated at her regular rate of pay.
ARTICLE 31 - BEREAUMENT PAY

Regular full-time and part-time employees who have completed their probationary period shall be entitled to the following time off with pay for up to three (3) working days.

When there is a death in the employee’s immediate family:

Notification of death must be received by the Employer within five (5) days of death. Immediate family is defined as mother, father, husband, wife, brother, sister, children, grandchildren, grandparents, mother-in-law and father-in-law and a non-marital partner who resides in the employee’s domicile. Proof of death shall be provided when requested.

ARTICLE 32 - LEAVES OF ABSENCE

Section 1. Regular full-time and regular part-time employees who have completed six (6) months of service may be granted a leave of absence for good reason without pay or other benefits. Seniority shall continue to accrue for the duration of a paid leave of absence and will be maintained for the duration of an unpaid leave of absence. Leaves of absence may be granted at the sole discretion of the Employer with the exception of a medical leave of absence. Medical leaves of absence shall be granted as outlined in the conditions below upon submission of satisfactory proof that such a leave is required.

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

Section 3. The initial leave of absence will be for up to six (6) months upon written application. Said leave may be extended for additional three (3) month periods, subject to a maximum of twelve (12) months. Such extensions with the exception of medical leave shall be at the sole discretion of the Employer. Medical leave extensions shall be granted upon continuing of proof that such a leave is still required.

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

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

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

Section 7. An employee will be subject to immediate dismissal for falsifying any reasons given to the Employer for a leave of absence.
Section 8. The Employer will provide the same position and base rate to the employee returning from a leave of absence if the leave is less than three (3) months. After three (3) months, the employee shall be returned to her/his previous position if it remains open. If not, the employee shall be returned to the most comparable position.

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

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

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

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

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

Section 9f. While using paid time, employees shall continue to accrue all benefits prorated on the hours paid by the Employer, for a maximum of twenty-six (26) weeks (including the FMLA period). However, an employee who uses the same number of paid time hours per week in order to receive compensation as the employee was regularly scheduled to work prior to the leave shall not be limited to twenty-six (26) weeks.

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

**ARTICLE 33 - PHYSICAL EXAMINATIONS**

1. Each employee will be required to have an annual PPD or Chest X-Ray, if necessary; a Rubella titer; and any other State or Federally mandated tests.

2. In the event the Employer or state regulations require additional examination other than that set forth above the Employer shall be responsible for the cost of same when performed by the Employer.

**ARTICLE 34 – ON CALL**

On-call as outlined in this article shall be utilized as set forth below.

1. Off premise call personnel shall be paid time and one half of the employee’s regular rate of pay plus appropriate shift and weekend,(when appropriate) differential for all hours worked for those working a thirty seven and one half (37.5) hour work week. Travel time to and from the Employer will be counted as time worked with a minimum guarantee of four (4) hours pay.

2. Hours worked during off premise call will not be deducted from call pay entitlement.

3. An employee who has worked over four (4) hours on a call in after 11:00 pm and is scheduled to work the following morning, may be excused for all or part of the next scheduled shift by using
accrued vacation, sick, personal, holiday, and/or unpaid time, at the employee’s option. Use of sick time for this purpose will be included in the calculation of overtime.

4. Holiday time worked shall be paid at time and one half for all hours worked plus time off equal to the hours worked.

5. Off premise on-call pay will be five dollars and fifty cents ($5.50) per hour.

6. Off premise on-call pay for holidays will be six dollars ($6.00) per hour.

7. All changes among staff members in assigned call must be approved by the Nurse/Department Manager.

On-call will be after 10:30pm Monday – Friday until 6:30am OR nurses with five (5) or more years of service may voluntarily take this on-call shift.

Holiday on-call will be for 24 hours beginning 7:00am the morning of the holiday.

Voluntary second call will be from 7:00am Saturday through 7:00am Monday and 7:00am the day of the holiday through 7:00am the next day.

Weekend On-call will be from 7:00 AM Saturday through 7:00am Sunday and 7:00am Sunday through 7:00am Monday.

On-call assignment may be transferred or traded to any qualified RN.
B. Cardiac Cath Lab

On-call will consist of one RN and one CVT.

Hours of off premise on-call during the week will be Monday through Thursday, 7:30pm through 7:00am.

Weekend off premise on call hours will be 7:30 pm Friday through 7:00am Monday.

Holiday off premise on call will be 7:00am on the day of the holiday until 7:00am the day after the holiday.

All Nurses and Techs (full-time, part-time and per diem) will be required to take on-call. **

Call assignment may be transferred or traded provided the staff covering remains at least one (1) RN and one (1) Tech.

Additional call may be voluntarily accepted.

**See Addendum B for further details about implementation.

C. PACU

Hours of on-call will be 7:00am Saturday through 7:00am Monday

Holiday on call will be 7:00am the morning of the Holiday until 7:00am the next morning.

D. Endoscopy

Hours of on-call will be 4:00pm Friday through 7:00am the following Friday.
Holiday on-call will be covered by the employee on-call that week.

F. The above mentioned shifts or hours of work may be changed through negotiations and mutual agreement by Management and the Union. Such requests and changes, if any will be submitted in writing.

**ARTICLE 35 - OUT OF TITLE**

Effective with the execution of this contract, when a bargaining unit employee works out-of-title in a non-bargaining unit position, he/she will receive an increase in base pay up to the rate of the position he/she is assuming, or charge pay, whichever is greater, for all hours worked.

**ARTICLE 36 - SAFE ENVIRONMENT**

1. The Employer shall continue to take reasonable steps to provide a safe environment to all employees.

2. A representative of the Union shall maintain a seat on the Medical Center’s Safety Committee.

3. Infectious Disease:

   A. The Employer will make every effort to keep staff informed of all relevant developments in the area of Infectious Disease.

   B. The Employer will provide appropriate protective equipment whenever necessary as set forth in the Hospital policy and procedure manuals.
C. The Employer will maintain a medical monitoring program for any staff that is exposed to an infectious disease through work related activity, at the Employer’s expense.

4.a If an employee comes in “on-call”, dusk to dawn, and ED Staff whose start time is 11:00pm or later, the employer will provide parking in the visitor parking.

   b. Upon request, the employer will provide a safety escort for employees entering or leaving the hospital at night (from dusk to dawn).

5. Parking

Employee parking will continue to be provided with employees paying the following:

   Employees working Monday – Friday $25.00 per month
   Employees working 12 hour shifts $1.50 per day

All other Bargaining Unit employees will have access to parking at $1.50/day.

If the provided parking is off-site, shuttle services or an escort will also be provided.

**ARTICLE 37 - UNION REPRESENTATION AND BULLETIN BOARDS**

1. No employee shall engage in any Union activity that is prohibited by law including the distribution of literature which
could interfere with the performance of work during his/her working time or in working areas of the Employer at any time.

2. The Employer shall not hinder or interfere with the selection of Union stewards or the performance of their duties.

3. The names and contact information of the Union stewards and their alternates who will function in the absence of regularly assigned stewards, shall be submitted in writing to the Human Resource Office and Nursing Office after execution of this Agreement, and the Union shall advise both departments of any changes in stewards in the future.

4. A representative of the Union shall have reasonable access to the Medical Center for the purpose of conferring with the Employer, stewards of the Union and/or employees, and for the purpose of administering this Agreement. Where the Union representative believes it necessary to enter a department of the Medical Center for this purpose, he/she shall so advise the Human Resource Director or his/her designee in person. A steward intending to go to a unit-section shall first advise his/her supervisor. Such visits shall not interfere with the operation of the Medical Center.

5. The Employer shall provide three bulletin boards, which shall be used for the purpose of posting proper Union/Local notices. One bulletin board shall be placed outside the cafeteria, and the other at a mutually agreed upon place. Half the space on unit/department based bulletin boards shall be reserved for JNESO postings. Copies of material to be posted on said bulletin board
shall be given to the Employer’s Human Resource Director or his/her designee before posting. The Human Resource Director or his/her designee will have them posted unless objections to content are made to the Union.

6. The work schedules of all bargaining unit employees selected, as Union representatives shall be adjusted to permit attendance at regular Union meetings provided the Medical Center's operation shall not be unreasonably impaired. The maximum number of representatives shall be at the rate of one (1) representative for each twenty-five (25) unit employees.

7. The Employer shall allow six (6) members of the bargaining unit paid time off for up to twenty-two and one-half (22-1/2) hours to attend the JNESO Convention once every two (2) years.

8. The Employer shall endeavor to arrange the schedules of the Convention delegates in order for them to attend the Annual Union Meeting. Proper notice shall be given to the Employer for such arrangements.

9. The President(s) or her designee of JNESO of both Registered Nurses and Technical groups shall be granted up to forty (40) hours of paid hours for each group in each contract year to attend to Union business. If any balance remains it may be carried over into the following year.

10. The Employer will make permanent office space available to the Union for their exclusive use.
ARTICLE 38 - NON-NURSING/NON TECHNICAL FUNCTIONS

In the interest of high quality patient care, the parties agree that it is in the Employer, Employees and patients’ interest to maximize the utilization of Registered Nurses in nursing functions to minimize their use in non-nursing functions. Except in emergency situations and except where these services are extension of patient care, employees covered by this Agreement will not perform functions ordinarily provided by the following departments: housekeeping, maintenance, laundry, dietary, and transport departments. Examples of those functions are as follows and shall include but not be limited to:

(a) Wash beds or other furniture or equipment;
(b) mop floors, clean up vomit or other substances from environmental surfaces or empty garbage cans;
(c) move furniture or equipment;
(d) transport cadavers;
(e) transport patients for tests or procedures unless a nurse is required;
(f) transport blood, urine and/or other specimens off unit;
(g) carry orthopedic equipment; and
(h) clean equipment.

The Nursing Service Department shall provide ancillary personnel to perform the above tasks. In the event that the ancillary worker is not readily available, the bargaining unit employee has the responsibility of notifying the Nursing Supervisor who will assign an ancillary staff member to complete the task. If an ancillary staff
member is not assigned to a critical care area on a particular shift, the unit personnel will be notified by the Nursing Service Office regarding the name and location of the NA/ORD they are to contact for errands.

Technical employees shall be utilized for the functions and duties for which they are educated, licensed, and/or certified.

**ARTICLE 39 LABOR / MANAGEMENT MEETINGS**

The Employer and the Union shall meet from time to time for labor-management meetings to discuss mutual concerns. Either party may request a meeting to be held at a mutually agreeable time and the frequency of said meetings shall not be abused.

**ARTICLE 40 – JOB DESCRIPTIONS**

At the time of signing of this Agreement, the Union will be furnished with copies of current job descriptions.

All newly hired employees will be given copies of their job descriptions.

Any current employee who transfers to another area will be furnished with the appropriate job description prior to the transfer.

Changes in the aforementioned job descriptions and job descriptions for new positions in the bargaining unit will be presented to the Union with a copy to the Local. At the request of the Union, the parties will agree to meet and negotiate the changes if any. It is understood that all job descriptions will reflect the professional nature of Registered Nurses and Technical employees.
ARTICLE 41 – CHARGE

****CHARGE DUTIES IN BOTH NURSING AND TECHNICAL DEPARTMENTS ARE DEFERRED SEE ADDENDUM B

1a. On the evening night and weekend shifts a charge person shall be designated for each unit/department. Eligibility for this assignment shall be based on demonstrated competency in practice, effective communication, critical thinking, delegation and time management. In the event that only one person is assigned to a given unit/department he/she shall be designated as the charge person. The charge person shall be compensated for all hours in which he/she assumes charge at the rate of an additional two dollars ($2.00) per hour for all hours worked in charge.

1b. Charge persons shall not be required to float, unless mutually agreed upon or their respective unit is closed.

1c. Charge persons will receive a one day orientation to that assignment prior to assuming charge.

2. A charge person shall also be designated in the following circumstances:

• In the event that a Manager is responsible for two (2) or more units.
• When the unit does not have a Manager
• In the absence of the Manager for four (4) or more hours.
• In units where a charge is designated on a daily basis even if the Manager is present.
Charge duties will be rotated if two (2) or more qualified employees volunteer.

Charge is voluntary unless only one (1) employee is working on the affected unit/department, in such case the Hospital has the right to designate a qualified person to be in charge. Education will offer a Charge Duty Workshop annually.

**TECHNICAL CHARGE**

1. On the evening and night shifts, when two or more technical employees are working in a department, one employee shall be designated in charge, except in a department where a nurse is designated in charge. Eligibility for this assignment shall be based on demonstrated competency in practice, effective communication, critical thinking, delegation and time management.

2. On the day shift, in the absence of the department manager, a technical employee may volunteer to take charge for the period in which the manager is absent. In the event the manager is present, voluntary charge may be taken with the approval of the manager, and equitably rotated.

**GENERAL CHARGE GUIDELINES**

1. Delegate patient care assignments for staff.
2. Act as a resource/contact person in the absence of the manager.

3. Communicates relevant patient care or customer satisfaction issues to the appropriate Administrator, in the absence of the manager.
4. Completes acuity documentation if applicable.
5. Coordinates bed assignments in collaboration with appropriate departments.
6. Ensure that emergency equipment and daily unit specific checks are conducted as per policy.

These guidelines are general in nature and not department specific. Every attempt will be made to modify the patient assignment of the charge.

Per diem employees, whether RN or Technical, will not be designated to assume the position of charge unless there are no qualified full time or part time employees and if the per diem is routinely assigned to that unit.

**ARTICLE 42 – STAFFING**

1a. A validated patient classification system will be maintained. Staffing ratios shall be based on patient acuity as defined the patient classification system and in the Staffing Appendix *(N.J.A.C. 8:43G-17.1-27(d)4) which provides specific ratios. Those ratios will serve as the floor and patient acuity shall determine the resulting ratios on a shift by shift basis with the patient acuity determining the next shift's staff ratio in addition to the ratios outlined in the Staffing Appendix Policy Number Ns-16.0 Nursing Service-Staffing Guidelines.

1b. The Employer will provide the Union with its current Staffing and Contingency Plan for each Technical Department and its Contingency plan for Nursing. The Employer will adhere to the Staffing and Contingency Plan(s) they have established and
provided to the Union. Patient Classification System Policy No. NS-14.2

The Union Representatives shall continue to meet quarterly with Nursing Administration to review and update the classification system, HCAHPS scores, NDNQI scores, staffing matrices and contingency plans. The parties are mindful that future reimbursement will be dependent on improvements to patient care and to the criteria in the HCAHPS and the NDNQI scores.

The parties agree that HCAHPS and NDNQI scores need to be improved and maintained at a high level. The Union will work jointly with Nursing Administration to do the following:

- To refine and improve the Patient Classification System;
- To educate and encourage staff to accurately assess patient acuity and the improvements to the Classification System;
- To educate and encourage good communication skills with staff, patients and the public;
- Demonstrate improved patient outcomes;
- To align patient outcomes with CMS requirements
- To educate and encourage staffing coordinators/supervisors/managers as to the mutually agreed upon improvements and their impact on staffing ratios.

Staffing in Med/Surg units will be at an average of 5 to 1.  
*****Calculation of average deferred See Addendum B.
Respiratory care Standards and Imaging Standards should be jointly defined and developed by the parties as soon as possible but in no event later than six (6) months after ratification.

*****See deferred Addendum B.

**ARTICLE 43 - PRECEPTOR PROGRAM**

**Explanation and Definition**

An essential component of the progress of orienting new staff members and newly transferred employees is an experienced coworker to facilitate the transition from new employee to a contributing member of the nursing/technical staff. This person is usually called a preceptor. "The preceptor is a staff nurse/tech, 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 careful pairing of a new employee or a newly transferred employee with an experienced, coworker (R.N./Tech) on a unit setting provides an environment of nourishment and growth for the new graduate or new employee and of recognition and reward for the 'preceptor'."

New nurses/techs often feel they are required to function independently with a full assignment before they are ready and properly orientated. This appears to result in an increased turnover rate. For the new graduates, the orientation period is often a critical time. The orientation time for new graduates needs to be longer and more individualized to facilitate the transition from student to staff. This is the crucial time when newly learned professional
philosophy and skills must be put into practice in the real world. Promotion of a self-concept that integrates both educational and work values is essential to success of the new graduate. The same basic philosophy is needed for newly hired and newly transferred staff members.

1. A preceptor will be chosen by the Nursing/Technical Manager, based on established criteria which includes clinical competency, effective communication and interpersonal skills, and a minimum of at least one (1) year of service to St. Michael's or one (1) year of clinical practice.

2. All preceptors will attend at least a full day of training provided by the Education and Development department. This training will include communication skills, adult learning theory, coaching, motivation, stress management, performance evaluation, and the role of the preceptor.

3. Preceptors will be paid a differential of two dollars and twenty-five cents ($2.25) per hour during the time that they are orienting a new staff member.

4. Preceptors and preceptees will work the same schedules as much as it is realistically feasible during the orientation period. If it is necessary for the preceptors to be off the preceptee will be under the direction of the Nursing/Technical Manager or his/her designee for that particular day. Preceptors will remain on their regular every other weekend schedule.

5. New staff will not be counted as patient care staff during orientation.
6. Each time a primary preceptor completes a four (4) week block orientation for nursing or technical employees, he/she will receive a day off with pay not to exceed a total of two (2) days off. Days off will be scheduled based on unit needs and at the request of the preceptor, with approval of the manager.

**ARTICLE 44 - WAGE SCHEDULE**

All bargaining unit employees shall be hired in at a salary step that provides for one (1) year of current relative experience. Current is defined as continuous experience, or if broken, within five (5) years. Relevant experience is defined as acute care, sub acute care or long term care hospital or nursing home experience within the United States. If the hospital or nursing home experience is outside the United States, the employee shall be hired in at a step that provides for one (1) year of credit for every two (2) years of current relative experience.

For hiring at the appropriate salary step, the current relative work experience as a Licensed Practical Nurse will be calculated at a salary step that provides for one (1) year of credit for every two (2) years of current relevant experience. The relevant work experience as a Licensed Practical Nurse is defined as acute care or sub acute care Hospital experience or sub acute care Long Term Care experience. Both the hospital and long term care experience are within the United States.

The following wage Schedules shall be in effect:

*The first full paid period after the effective date of this Agreement and in each year of the Agreement across the board for
all positions. Retroactivity in the first year for wages back to July 1, 2019 and step increase retroactivity to May 5, 2019.

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Any employee who is between steps with the annual adjustment above will go to the next highest step regardless of service or experience.

Employees who are at or above maximum will receive $.39 increases on their anniversary date in each year of the contract.

**Nurse Anesthetists**

Nurse anesthetists will not be entitled to shift differential.
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All employees will advance a step on their appropriate anniversary date. Employees who are at or above the maximum will receive a thirty-nine cent ($0.39) per hour increase on their anniversary date in each year of the contract.

All nurses and CRNA’s shall have their rates based on years of service (based on date of hire) adjusted to the scale or to their equivalent step whichever is higher.
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24-25  $36.75  $37.48  $38.23  $39.00  
25+yrs  $37.26  $38.00  $38.76  $39.54  

Any member who is under $30.00 per hour on 7/1/2019, will be brought up to $30 and then receive the 2% on top of that and then move to next highest step on their anniversary.

Per Diem Rates
CRT/RRT

7 AM - 7:30 PM

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7 PM - 7:30 AM

|            | $38.94  | $39.72   | $40.51   | $41.32   |

Any employee who is between steps with the annual adjustment above will go to the next highest step regardless of service or experience. Employees who are at or above the maximum will receive a thirty-nine cent ($0.39) per hour increase on their anniversary date in each year of the contract. Those employees not at or above maximum shall move to the next step on the scale on their anniversary in each year of the contract.
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24-25 $35.76  $36.48  $37.20  $37.95

CVT Per Diem
Current
2%  2%  2%
$32.37  $33.02  $33.68  $34.35

Any employee who is between steps with the annual adjustment above will go to the next highest step regardless of service or experience. Employees who are at or above the maximum will receive a thirty-nine cent ($.39) per hour increase on their anniversary date in each year of the contract.

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MRI
Current
2%  2%  2%
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2-3 $43.57  $44.44  $45.33  $46.24
3-4 $43.90  $44.78  $45.67  $46.59
4-5 $44.23  $45.12  $46.02  $46.94
5-6 $44.57  $45.46  $46.37  $47.30
6-7 $44.90  $45.80  $46.72  $47.65
7-8 $45.24  $46.15  $47.07  $48.01
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MRI- Current Per Diem  
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Any employee who is between steps with the annual adjustment above will go to the next highest step regardless of service or
experience. Employees who are at or above the maximum will receive a thirty-nine cent ($0.39) per hour increase on their anniversary date in each year of the contract.

Those employees not at or above maximum shall move to the next step on the scale on their anniversary in each year of the contract.

Special Procedures

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Radiology

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Any member who is under $30.00 per hour on 7/1/2019, will be brought up to $30 and then receive the 2% on top of that and then move to next highest step on their anniversary.

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Any employee who is between steps with the annual adjustment above will go to the next highest step regardless of service or experience. Employees who are at or above the maximum will receive a thirty-nine cent ($.39) per hour increase on their anniversary date in each year of the contract. Those employees not at or above maximum shall move to the next step on the scale on their anniversary in each year of the contract.
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CT Per Diem

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**ARTICLE 45 - PER DIEM**

Per Diem employee(s) is a registered nurse or technical employee who is utilized on an interim basis to supplement staffing (see Available Time Clause of this contract).

Seniority shall accrue on actual hours worked and shall be maintained on a Per Diem seniority list.

Per Diems are covered by this contract for the above and for the following:

- Employee Status
- Grievance and Arbitration
- Discharge and Discipline
- Seniority
Sick Time as provided for in Article 28
Nursing Practice
Hours of Work and Available Time
Access to Health Insurance as provided by law
Union Membership and Dues Deduction
Holiday pay as outlined below
Statutory benefits ie. Workers comp

Salary as provided in Article 45

10 and 12 Hour employees are paid the prevailing rate listed above based on the shift in which they actually perform work, i.e. 7:00 a.m. to 7:00 p.m. is paid the day rate for hours worked from 7:00 a.m. to 3:00 p.m. and evening rate for hours worked from 3:00 p.m. until 7:00 p.m.

A per diem nurse, can be floated to other units within their float block even if they are unit based, should a staffing need arise. The Employer will give three hours notice of cancellation. Failure to notify the employee within the above time frame will result in payment of the applicable rate of pay equal to the cancellation notice time.

Per Diem employees are required to make themselves available at least two shifts per pay period to work based on the needs of the Employer and one winter and one summer holiday.

Any Per Diem who works a holiday shall be paid time and one-half (1 &1/2) their regular rate of pay, for all hours worked, but shall not be entitled to any additional time back for holidays worked.
ARTICLE 46 – SEPARABILITY

It is understood and agreed by the parties that if any of the provisions of this Agreement or the application thereof shall be held invalid as a matter of law, the remainder of this Agreement or the application shall not be affected thereby.
ARTICLE 47 – DURATION

1. This Agreement shall be in full force and effect for the period commencing May 5, 2019 and ending May 4, 2022. The parties understand and agree that if the Hospital is sold, the terms of this Agreement will automatically expire upon the closing of the sale of the Hospital.

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 of this Agreement.

IN WITNESS WHEREOF, the Union and the Employer have executed this Agreement this 5th day of May 2019.
### ADDENDUM A

**JNESO MEDICAL PLAN EMPLOYEE CONTRIBUTIONS PER PAY PERIOD:**

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<td>Employee + Spouse</td>
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<td>Employee + Children</td>
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<tr>
<td>Employee + Family</td>
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<table>
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<th>MEDICAL PLAN – VALUE PLAN Employee Contribution (per pay period 26/year)</th>
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<table>
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- The following exceptions have been agreed to in the Prime EPO Plan:

- The EPO requires a Primary Care Provider (PCP) which provides continuity of care.

- Continuity of Care: Prime has a formal process called “continuity of care” when affected individuals can apply to
have the continuity entered into the system. Prior to the effective date of change, Prime would reach out so that any continuities of care would be in effect on January 1, 2020.

- If we do not have adequate PCPs in the Tier 1 network, we can allow employees to access Tier 2 PCPs, using the Tier 1.5 benefit, so their copays, coinsurance and deductibles are identical.

- Employees who reside outside of 35 miles of a Prime facility can access the Tier 2 network with 1.5 rates.

- Referrals to specialist should be made through your PCP if possible. Authorizations are good for 90 days from the date we receive them.

- We have developed a robust plan to increase Tier 1 participation which involves all relevant Prime Corp leaders working with their hospital counterparts to significantly increase participation. We are also asking employees to reach out to their preferred Tier 2 providers to join. 2020 Medical Plan Contributions

- Employee contributions into the EPO plan will remain unchanged for the duration of the contract as detailed below.
ADDENDUM B

Deferred Negotiation Items

The parties agree to meet and negotiate the items listed below as expeditiously as possible but in no event for longer than 6 months from the signing of this contract.

1. IR Duties/Including on call coverage
2. PICC and IV Team
3. RRT Team
4. Cath Lab, including Education, New Hires and on-call
5. Charge and Lead Duties
6. Radiology and Respiratory Staffing and Standards of Care
7. Staffing criteria for 5 to 1 ratio
8. Criteria for Education Fund
9. A4 Float Blocks

Additionally the parties agree to bargain to impasse at which time the Employer may implement their last position and the Union may file interest arbitration.
ADDENDUM C

N.J.S.A. 34:11D-1 et seq. EARNED SICK LEAVE.

Utilization of sick time as outlined below or under FMLA shall not adversely affect the above bonus

Permitted usage of earned sick leave

6. An employer shall permit an employee to use the earned sick leave accrued pursuant to this act for any of the following:

   (1) time needed for diagnosis, care, or treatment of, or recovery from, an employee’s mental or physical illness, injury or other adverse health condition, or for preventive medical care for the employee;

   (2) time needed for the employee to aid or care for a family member of the employee during diagnosis, care, or treatment of, or recovery from, the family member’s mental or physical illness, injury or other adverse health condition, or during preventive medical care for the family member;

   (3) absence necessary due to circumstances resulting from the employee, or a family member of the employee, being a victim of domestic or sexual violence, if the leave is to allow the employee to obtain for the employee or the family member: medical attention needed to recover from physical or psychological injury or disability caused by domestic or sexual violence; services from a designated domestic violence agency or other victim services organization; psychological or other counseling; relocation; or legal services, including obtaining a restraining order or preparing
for, or participating in, any civil or criminal legal proceeding related to the domestic or sexual violence;

(4) time during which the employee is not able to work because of a closure of the employee’s workplace, or the school or place of care of a child of the employee, by order of a public official due to an epidemic or other public health emergency, or because of the issuance by a public health authority of a determination that the presence in the community of the employee, or a member of the employee’s family in need of care by the employee, would jeopardize the health of others; or

(5) time needed by the employee in connection with a child of the employee to attend a school-related conference, meeting, function or other event requested or required by a school administrator, teacher, or other professional staff member responsible for the child’s education, or to attend a meeting regarding care provided to the child in connection with the child’s health conditions or disability.

a. If an employee's need to use earned sick leave is foreseeable, a employer may require advance notice, not to exceed seven calendar days prior to the date the leave is to begin, of the intention to use the leave and its expected duration, and shall make a reasonable effort to schedule the use of earned sick leave in a manner that does not unduly disrupt the operations of the employer. If the reason for the leave is not foreseeable, an employer may require an employee to give notice of the intention as soon as practicable, if the employer has notified the employee of this requirement. Employers may prohibit employees from using foreseeable earned sick leave on certain dates, and require reasonable documentation if sick leave that is not foreseeable is used during those dates. For earned sick leave of three or more
consecutive days, an employer may require reasonable documentation that the leave is being taken for the purpose permitted under subsection a. of this section. If the leave is permitted under paragraph (1) or (2) of subsection a. of this section, documentation signed by a health care professional who is treating the employee or the family member of the employee indicating the need for the leave and, if possible, number of days of leave, shall be considered reasonable documentation. If the leave is permitted under paragraph (3) of subsection a. of this section because of domestic or sexual violence, any of the following shall be considered reasonable documentation of the domestic or sexual violence: medical documentation; a law enforcement agency record or report; a court order; documentation that the perpetrator of the domestic or sexual violence has been convicted of a domestic or sexual violence offense; certification from a certified Domestic Violence Specialist or a representative of a designated domestic violence agency or other victim services organization; or other documentation or certification provided by a social worker, counselor, member of the clergy, shelter worker, health care professional, attorney, or other professional who has assisted the employee or family member in dealing with the domestic or sexual violence. If the leave is permitted under paragraph (4) of subsection a. of this section, a copy of the order of the public official or the determination by the health authority shall be considered reasonable documentation.

b. Nothing in this act shall be deemed to require an employer to provide earned sick leave for an employee's leave for purposes other than those identified in this section, or prohibit the employer from taking disciplinary action against an employee who uses earned sick leave for purposes other than those identified in this section. An employer may provide an offer to an employee for a payment of unused earned sick leave in the final month of the
employer’s benefit year. The employee shall choose, no later than 10 calendar days from the date of the employer’s offer, whether to accept a payment or decline a payment. If the employee agrees to receive a payment, the employee shall choose a payment for the full amount of unused earned sick leave or for 50 percent of the amount of unused earned sick leave. The payment amount shall be based on the same rate of pay that the employee earns at the time of the payment. If the employee declines a payment for unused earned sick leave, or agrees to a payment for 50 percent of the amount of unused sick leave, the employee shall be entitled to carry forward any unused or unpaid earned sick leave to the proceeding benefit year as provided pursuant to subsection a. of section 2 of this act. If the employee agrees to a payment for the full amount of unused earned sick leave, the employee shall not be entitled to carry forward any earned sick leave to the proceeding benefit year pursuant to subsection a. of section 2 of this act.

c. If an employer foregoes the accrual process for earned sick leave hours pursuant to subsection a. of section 2 of this act and provides an employee with the full complement of earned sick leave for a benefit year on the first day of each benefit year, then the employer shall either provide to the employee a payment for the full amount of unused earned sick leave in the final month of the employer’s benefit year or carry forward any unused sick leave to the next benefit year. The employer may pay the employee the full amount of unused earned sick leave in the final month of a benefit year pursuant to this subsection only if the employer forgoes, with respect to that employee, the accrual process for earned sick leave during the next benefit year. Unless an employer policy or collective bargaining agreement provides for the payment of accrued earned sick leave upon termination, resignation, retirement or other separation from employment, an employee
shall not be entitled under this section to payment of unused earned sick leave upon the separation from employment.

d. Any information an employer possesses regarding the health of an employee or any family member of the employee or domestic or sexual violence affecting an employee or employee’s family member shall be treated as confidential and not disclosed except to the affected employee or with the written permission of the affected employee.

SIDE LETTER OF AGREEMENT
Between
JNESO – DISTRICT COUNCIL 1, IUOE
And
ST. MICHAEL MEDICAL CENTER

HEMODIALYSIS/CAPD HEMODIALYSIS/CARDIAC TRANSPORT

In the event the Employer determines to self-perform Hemodialysis/CAPD Hemodialysis or Cardiac Transport, the Employer will negotiate with the Union regarding the terms and conditions of employment for employees performing such work.

[Signatures]
SIDE LETTER OF AGREEMENT
Between
JNESO – DISTRICT COUNCIL 1, IUOE
And
ST. MICHAEL MEDICAL CENTER

WEEKEND PROGRAM

Should the Hospital determine to implement a weekend nursing program, the Hospital will meet in advance, with the Union to negotiate the rate, hours of work and the time off conversion for such weekend employees.

[Signatures]

JNESO – DISTRICT COUNCIL 1, IUOE
ST. MICHAELS MEDICAL CENTER
SIDE LETTER OF AGREEMENT
Between
JNESO – DISTRICT COUNCIL 1, IUOE
And
ST. MICHAEL MEDICAL CENTER

GRANDFATHERED AND GRANDMOTHERED SHIFTS

OR
Part-time

Employee Number 16968 4:30pm-10:30pm

Imaging
Employee Number 38456 7:00am-11:00pm
Every Sunday (at straight time) Part-time

Employee Number 16772 9:00am-5:00pm, No Weekends

The above shifts will be continued until they are vacated by the current employee noted above. Such shifts will be discontinued at that time.

[Signatures]

JNESO – DISTRICT COUNCIL 1, IUOE  ST. MICHAELS MEDICAL CENTER
SIDE LETTER OF AGREEMENT
Between
JNESO – DISTRICT COUNCIL 1, IUOE
And
ST. MICHAEL MEDICAL CENTER

ANGIOGRAPHY

In the event the Employer determines to reopen Angiography, the Employer will negotiate with the Union regarding the terms and conditions of employment for employees performing such work.

[Signatures]

JNESO – DISTRICT COUNCIL 1, IUOE
ST. MICHAELS MEDICAL CENTER