

AGREEMENT

Between

Local 5131

Health Professionals and Allied Employees

AFT/AFL-CIO

and

South Jersey Healthcare

November 19, 2007 - May 31, 2010

HPAE

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PREAMBLE

This is an Agreement between SOUTH JERSEY HOSPITAL, Inc., and HOMECARE AND HOSPICECARE OF SOUTH JERSEY, INC., WHOLLY OWNED CORPORATIONS OF SOUTH JERSEY HEALTHCARE, INC. 2950 College Drive, Suite 1E, Vineland, NJ 08360 (hereinafter called the “employer” or “SJH”), and the HEALTH PROFESSIONALS & ALLIED EMPLOYEES AFT/AFL-CIO, (HPAE) 110 Kinderkamack Road, Emerson, NJ 07630 (hereinafter called “HPAE” or the “Union”).

ARTICLE 1 – ONE AGREEMENT

The Union and the Employer agree that unless otherwise noted in the agreement, all language will apply to all bargaining unit employees. In areas where terms and conditions may differ between units or facilities, then the heading in each section or proposal shall be denoted as such.

ARTICLE 2 - RECOGNITION

2.1 South Jersey Healthcare, Inc. hereby recognizes the Union as the sole and exclusive bargaining agent pursuant to the certification of the National Labor Relations Board (4-RC-21179) for the bargaining unit of all full-time and regular part-time registered nurses who work an average of four hours per week, including, Clinical Specialists, charge nurses, Clinical Coordinators, Disability Case Managers, Nurse Midwives, Nurse Practitioners, Perioperative Instructors (OR), Occupational Health Nurses and Women’s Center Nurses employed by the Employer.

2.2 Excluded are all other employees, Registered Nurses employed by the Employer’s joint venture with the Kidney Center at Vineland, Registered Nurses employed by a joint venture with the Community Health Care, Inc., Registered Nurses employed at Impact, Clinical Reimbursement Specialists, Case Managers, Clinical Patient Relations Representatives, Clinical Research Associate, Marketing Manager (Community Service), Resource Nurses, Education Specialists, guards and supervisors as defined in the Act. Also excluded are LPNs, nursing assistants, orderlies, technicians, Education Specialists Administrative employees, students, agency nurses, maintenance employees, directors, Registered Nurses employed by entities not employed by South Jersey Hospital, Inc.

ARTICLE 3 – DEFINITION OF EMPLOYEE

Whenever the terms “employee” or “employees” are used hereinafter in this Agreement, they shall be deemed to apply only to the employees of the employer who are included in the bargaining unit. The terms “employee” and “bargaining unit employee” are used interchangeably unless otherwise denoted. The pronoun “he” or “she” is deemed to be inclusive of the other gender.

ARTICLE 4 - NEW JOB CLASSIFICATIONS

In the event that the Employer establishes a new job classification which falls within the scope of Recognition, Article 2, the Employer shall notify the Union in writing of such an establishment and shall set the hourly rates and benefits of such position based upon the rates and benefits set forth in this Agreement. All other terms and conditions of employments shall be established by SJH and shall not be subject to the grievance or arbitration process. SJH shall bargain with the Union over the effects of such new job classifications.

ARTICLE 5 - SUCCESSOR

In the event of a sale of SJH’s operation or any portion thereof that employs bargaining unit employees, SJH will advise a prospective buyer of the existence of the Collective Bargaining Agreement and notify the Union in writing within ninety (90) days after execution of such a sales agreement. SJH will meet with the Union in order to bargain over the effects of such a decision on the bargaining unit as required by law.

ARTICLE 6 - BARGAINING UNIT WORK PREFERENCE

6.1. Per Diem Agency

6.1.1. Preference for all available bargaining unit work (as defined herein) shall be given to bargaining unit employees over per diem agency registered nurses supplied through outside agencies provided that the bargaining unit employee is qualified for the position. This preference shall not apply to traveling/contract agency nurses.

6.1.2. A bargaining unit employee may replace a per diem agency registered nurse provided the bargaining unit employee has notified his or her Manager with at least 24-hours notice before the start of the shift. In the event there is less than 24 hours notice, then SJH shall have the discretion of whether or not to permit the substitution to occur. This preference shall not apply to traveling/contract agency nurses.

6.2. Traveling/Contract Agency

Contract/Traveling Agency nurses are non bargaining unit RNs who are contracted pursuant to the Subcontracting Article of this Agreement. Prior to contracting with Traveling/Contract

nurses, SJH shall post the position pursuant to Article 36 and that position shall not have been filled.

6.3. SJH shall mark all shifts that are Per Diem Agency, Traveling Agency, and/or Contract Agency as such.

6.4. Bargaining unit work is defined, for the purposes of this Article only, as work customarily done by registered nurses.

6.5. Except for assistance, supervision, training, and in unforeseen circumstances, including but not limited to emergency situations, unanticipated increased unit acuity or census, unforeseen absenteeism, or to meet unplanned patient care requirements, supervisors/managers shall not perform bargaining unit work and shall not be given a regular patient care assignment.

6.6. Nothing in this Article limits SJH's authority to develop and implement a multi-disciplinary approach to care, or requires SJH to prefer bargaining unit employees over persons outside of the bargaining unit (e.g., physicians, LPNs, Technicians) or reduce their hours under this Article – except as set forth in this Article.

6.7. Nothing in this Article limits or prevents supervisors, physicians, LPNs, Technicians, and other non bargaining unit health care employees from performing work for which they are qualified to perform, unless otherwise specifically set forth in this Article.

ARTICLE 7 - UNION MEMBERSHIP

7.1. To the extent not inconsistent with the law, employees covered by this Agreement at the time it becomes effective who are members of the Union shall continue membership or choose Agency status. Employees covered by this Agreement who are not members of the Union at the time this Agreement becomes effective, and employees hired, rehired, reinstated or transferred into a bargaining unit position after the effective date of this Agreement shall be required, to the extent not inconsistent with the law, to either: 1) Become members of the Union within one hundred (100) days following the effective date of hire, rehire, reinstatement or transfer into a bargaining unit position, or 2) choose Agency Status within one hundred (100) days following the effective date of hire, rehire, reinstatement or transfer into a bargaining unit position.

7.2. Nothing in this Section shall affect the Employer's rights regarding Probationary Status as may otherwise be provided for in this Agreement. An employee who decides not to become or remain a member of the Union shall nevertheless be required to adopt Agency Status and to pay a fee for service equivalent to the percentage of the dues normally charged to members which is used for activities germane to the Union's status as the unit's exclusive bargaining representative (commonly referred to as the Agency fee).

7.3. The Union agrees to inform all bargaining unit employees within 10 days of Ratification of the legal rights of employees concerning payment of dues and initiation fees and will inform all new bargaining unit employees of such rights before the end of each employee's probationary period. Union membership or Agency status as described above shall be considered a condition of continued employment with the SJH under this Agreement. The failure of any employee to remain in good standing with the Union by either paying membership dues or the service/agency

fee, based on their choice of status, shall obligate the Employer, upon written notice from the Union to such effect, to discharge such person from a bargaining unit position. The Employer shall have fifteen (15) days following the receipt of such written notice to take action on the Union's demand to discharge said employee. If during said period of time the employee tenders or pays the amount lawfully owed, the Union must notify the Employer in writing and the Employer shall not be required to discharge said employee.

7.4. The Employer and the Union agree that neither they, nor their representatives nor members, shall restrain or coerce any employees in the exercise of their choice of Union membership or Agency status. Any disputes under this Section shall be subject to the Grievance and Arbitration procedure.

ARTICLE 8 - DUES DEDUCTION/PROCESSING

8.1. Dues Deduction

8.1.1. The Employer shall deduct from the total gross pay of each bargaining unit employee who is or thereafter becomes either a member of the Union or chooses Agency Status all dues as defined by the National Labor Relations Act upon the submission from the Union to the Employer of proper payroll authorization cards voluntarily executed by the employees from whom the dues are to be checked off. Such payroll authorization cards are to be in a form that complies with the National Labor Relations Act.

8.1.2. The Employer shall be relieved from making such a "check-off" deductions upon: 1) termination of employment, 2) change of status other than one covered by the Recognition Clause, 3) layoff from work, 4) unpaid leave of absence, and/or 5) revocation of the check-off authorization in accordance with its terms or with applicable law. Upon the return of an employee from an authorized unpaid leave of absence, the employer shall immediately resume the obligation of making such deductions unless notified by the employee of revocation or of resignation from the Union. Deductions from employees rehired by the employer or reinstated in the Union shall require a new written authorization.

8.2. Amount of Dues

The Union shall certify the amount of membership dues or fees for service to be deducted from each employee's total gross pay, whether in the form of initiation fees, periodic monthly dues, or authorized assessments, in writing by an authorized Union official. The Union shall notify the employer in writing of the amount of dues and initiation fees and any change therein.

8.3. Indemnification of Employer

The Union shall indemnify the Employer and hold the Employer harmless against any and all claims, demands, suits and other forms of liability that arise out of, or by reason of, action taken or not taken for the purpose of complying with any of the provisions of this Article. The Union shall similarly indemnify and hold harmless SJH's present and future parents, subsidiaries, divisions, affiliates, successors, joint employers, insurers, and reinsurers, and all persons and/or entities conducting business for or on behalf of these entities, including but not limited to the

owners, officers, directors, attorneys, agents and employees of these entities, both individually and in their official capacities, and their heirs, executors, and administrators.

8.4. Distribution

Membership dues or fees deducted shall be forwarded to the Union by the tenth (10th) day of the succeeding month following the payroll deduction. The Employer shall list the names, hours paid, gross pay and the amount of dues or fees for service deducted from each employee. The Employer will provide the Union with such information in an electronic format used by SJH and by printed format. The Union agrees to receive payment electronically via the Automated Clearing House (“ACH”). The Union shall fill out and submit the proper ACH authorization form.

ARTICLE 9 - INFORMATION

9.1. The Employer agrees to provide the Union with a list of all employees, their addresses, date of hire, classification, status, Department and Unit, location of employment, rate of pay, system id and date of birth, and the amount of dues deducted every six months. A separate file will be provided to match social security numbers and system I.D.

9.2. The Employer will provide a monthly update to this list including new hires, changes in employment status (e.g. active, terminated, LOA), classification (e.g. FT, PT, PD, CRT, Baylor), and location of employment.

9.3. All information will be provided to the Union in an electronic format used by SJH and by printed format on request.

9.4. The Union agrees to keep this information confidential, and comply with all federal, state and local laws regarding the safe-keeping and dissemination of this information.

ARTICLE 10 - COMMITTEE ON POLITICAL EDUCATION (“COPE”) CHECK OFF

10.1. SJH agrees to deduct from the paycheck of all employees covered by this Agreement, voluntary contributions to the HPAE Committee on Political Education (“COPE”). The Union shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a bi-weekly basis for all weeks worked, along with a Deduction Authorization signed by the employee earning a wage. The Employer shall remit to the Union, on a monthly basis by the 30th day of the month following the month in which the employee contributions are deducted in one check, the total amount deducted, along with the name of each employee on whose behalf a deduction is made, and the amount deducted from the employee’s paycheck.

10.2. Ongoing employees may only make this request on an annual basis, during the month of January. Their decision may not be changed until January of the following year. Newly hired employees may make this request upon completion of their probationary period. Their decision may not be changed until the next January.

10.3. The Union and COPE agree to indemnify the Employer and to hold the employer harmless for all monies which are deducted in accordance with COPE instructions, and which are disputed by the involved employee. The Union, COPE and the employee further agree that all disputed deductions are to be resolved between the Union, COPE and the employees themselves without the involvement of the Employer.

ARTICLE 11 - BARGAINING UNIT REPRESENTATIVES

11.1. Notice and Designation of Employee Bargaining Unit Representatives

11.1.1. The Union will notify SJH of its local bargaining unit representatives employed by SJH (denoted as "Employee Bargaining Unit Representatives" herein and in other Articles of this Agreement) who are authorized to work with SJH as a collective bargaining representative to adjust grievances arising under this Agreement. The Union shall notify SJH in writing of the Employee Bargaining Unit Representatives' designation and authority and any change in either. All Employee Bargaining Unit Representatives and alternates must be actively employed by SJH. SJH is not required to recognize any employee as an Employee Bargaining Unit Representative unless the Union has complied with the written notification requirements of this Article.

11.1.2. For Hospital employees (Bridgeton, Elmer, RMC), it is agreed that Employee Bargaining Unit Representatives shall not exceed forty-five (45) employees who are designated to deal with the Employer on behalf of the Union. It is further agreed that there shall be no more than three (3) Employee Bargaining Unit Representatives per unit. For Community Services employees, there shall be no more than three (3) Employee Bargaining Unit Representatives total of employees who are designated to deal with the Employer on behalf of the Union.

11.2. Conduct and Access Of Employee Bargaining Unit Representatives

Employee Bargaining Unit Representatives shall limit all activities under this Article to the adjustment of grievances or complaints arising under this Agreement. Employee Bargaining Unit Representatives shall not conduct any Union meetings unrelated to the adjustment of grievances or complaints on SJH property. Employee Bargaining Unit Representatives shall limit all permitted activities under this Section to the following non-patient care areas or another area that is designated by SJH:

- RMC – visits shall be limited to pre-scheduled conference rooms and classrooms;
- Elmer – visits shall be limited to pre-scheduled conference rooms and classrooms;
- Bridgeton – visits shall be limited to pre-scheduled conference rooms and classrooms;
- Community Services – visits shall be limited to a pre-scheduled conference room at the Salem facility.

Employee Bargaining Unit Representatives shall perform such activities in a manner that does not disrupt or impede patient care services. Failure to follow the procedure could result in discipline – up to and including discharge. Employee Bargaining Unit Representatives agree to respect and preserve at all times the confidentiality and privacy of patients and visitors, and shall at all times comply with state and federal privacy laws.

11.3. Conduct and Access Of Non-employee Union Representatives

11.3.1. Non-employee Union Representatives shall arrange with SJH to have access to SJH facilities to the extent permitted by SJH for the sole purpose of investigating grievances filed under Article 39. Such access shall be limited to the following non-patient care areas:

- RMC visits shall be limited to pre-scheduled conference rooms and classrooms
- Elmer – visits shall be limited to pre-scheduled conference rooms and classrooms
- Bridgeton – visits shall be limited to pre-scheduled conference rooms and classrooms
- Community Services – visits shall be limited to a pre-scheduled conference room at the Salem facility

11.3.2. The Union shall provide 48 hours' written notice to SJH's Chief People Officer or Director of Labor Relations, or their designees, to arrange a time and place for the site visit. The Union also shall provide in writing the purpose and scope of the visit, including the estimated length of time of the visit.

11.3.3. Non-employee Union Representatives shall perform such duties in a manner that does not disrupt or impede patient care services and will not conduct any Union meetings on company property. Failure to follow the procedure could result in the Non-employee Union Representative being barred from SJH in the future.

11.3.4. Non-employee Union Representatives agree to respect and preserve at all times the confidentiality and privacy of patients and visitors, and shall at all times comply with state and federal privacy laws. SJH approval is subject to safety conditions and/or critical conditions that may exist at the time of the scheduled visit, and shall comply with any and all security terms and limitations set by SJH.

11.4. Employees conducting activities under Sections 11.2 or 11.3 of this Article shall do so on their own time, and shall not be compensated for said time.

11.5. Orientation of New Bargaining Unit Employees

It is the intention of SJH and the Union to promote SJH as a good place of employment and to educate employees regarding the collective bargaining agreement. SJH and the Union will mutually arrange for a time and place during or after the new hire orientation period for an Employee Bargaining Unit Representative to have an opportunity to address new employees. Such meetings will be non-adversarial in nature and will not exceed ½ hour. SJH representatives

may be present during the presentation. The Employee Bargaining Unit Representative making such presentations shall do so on non-scheduled time and shall not be paid for conducting such meetings. Such time shall not be considered hours worked for purposes of calculation of overtime or other accruals. The meetings will be held at the employee's place of employment unless another location is agreed to by SJH and the Union.

11.6. Union Officials and Union Days

11.6.1. In addition to designating Employee Bargaining Unit Representatives, the Union shall designate one Bargaining Unit Employee as President/Chairperson and additional Bargaining Unit Employees as "Elected Officers" for each facility (Regional Medical Center (Vineland), Bridgeton, Elmer and Community Services (Salem)). The Union shall notify SJH in writing of said designations and authority and any change in either. The Employee President/Chairperson and Employee Officers must be actively employed by SJH.

11.6.2. The Employee President/Chairperson shall be permitted ten (10) shifts off without pay each contract year for conducting Union Business. Such time must be taken off in full shift increments unless otherwise approved in writing by SJH. Such time shall not be considered hours worked for purposes of calculation of overtime or other accruals. These shifts may be delegated to Employee Officers standing in for the Union President/Chairperson.

11.6.3. Whoever is planned to be absent to conduct Union business not specifically set forth in other Articles of this Agreement shall submit a written request to their Manager within Thirty (30) days' of the requested leave date. SJH has the discretion to approve or deny such requests based upon its practices and policies, but shall not unreasonably withhold approval of a valid and timely request.

11.7. Nothing in this Article is intended to limit the rights an employee or Union representative may have under the National Labor Relations Act or other applicable law.

ARTICLE 12 - UNION BULLETIN BOARD

The Employer will provide a bulletin board by the employee's primary entrance at the Regional Medical Center (Garden level entrance across from the dining area), Bridgeton (Magnolia Street entrance), Elmer (entrance adjacent to the Volunteer office), and at the 2d Floor of the Community Services' Salem location. Such bulletin board will have a glass or Plexiglas door that will be locked for the exclusive use of the Employee Bargaining Unit Representatives that are employed by SJH. The bulletin board will be approximately 24 X 32 inches. The Union shall not post notices that are not protectable under the National Labor Relations Act and/or other Federal, State or local laws. Each posted notice shall carry the signature of an authorized Union Representative.

ARTICLE 13 - UNION MAILBOX

The Employer shall mount a mailbox with a lock that will be provided by the Union. The mail boxes will be located at each facility next to the bulletin board (Regional Medical Center, the

Bridgeton facility, Elmer facility, and Community Services Salem location) for the use of the Union. The mailbox shall not exceed the dimensions of 16”H x 12”W x 6” D.

ARTICLE 14 - CLASSIFICATION OF EMPLOYEES

14.1. Regular full-time (“RFT”)

14.1.1. Hospital employees who are regularly scheduled to work a minimum of 40 hours per week are considered to be RFT employees – except that employees regularly scheduled to work three (3) 12-hour shifts shall also be considered Regular Full Time employees.

14.1.2. For Community Services:

14.1.2.a. (“RFT”) employees are regularly scheduled to work a minimum of 40 hours per week – except that employees regularly scheduled to work three (3) 12-hour shifts shall be considered Regular Full Time employees.

14.1.2.b. Regular after hour employees (RAHE) are employees who are regularly scheduled to be on-call and available to work between 4:00 pm and 8:00 am Monday through Saturday, 8:00 am Saturday to 8:00 am Monday, as well as holidays and other times the office is closed.

14.2. Regular part-time (“RPT”) employees are employees not specifically mentioned in Section 14.1 above that are regularly scheduled to work less than 80 hours per pay period but not less than 40 hours per pay period.

14.3. Per Diem employees are irregularly scheduled employees utilized by SJH to provide continuity of coverage.

14.3.1. Per Diem employees in the hospitals must work a minimum of sixty (60) hours with thirty-six (36) hours being scheduled as weekend hours every ninety (90) days. This averages one (1) weekend (two shifts) every six (6) weeks and one (1) twelve hour (12) shift per month but not necessarily consecutive weekend days.

14.3.2. Per Diem employees in the hospitals must be scheduled to work at least one twelve (12) hour shift on one (1) winter and one (1) summer holiday on a rotating basis: Winter Holidays - Thanksgiving, Christmas, New Years; Summer Holidays – Memorial Day, July 4th, Labor Day.

14.4. CRT employees are designated employees that accept system-wide assignments within a predefined clinical cluster.

14.4.1. CRTs must have at least two (2) years of clinical experience in the clinical cluster that they are hired into. This clinical experience must be recent and within the last two (2) years.

14.4.2. CRTs must select one or more clinical clusters from the groupings designated by SJH for which they are competent.

14.4.3. Orientation to the respective areas will be arranged through the CRT Manager and/or the Unit Nurse Manager.

14.4.4. SJH shall schedule CRTs at its discretion except as otherwise provided for in this Agreement

14.4.5. CRTs are required to work a minimum of one twelve (12) hour shift or two eight (8) hour shifts every month. There are no requirements for weekends or holidays.

14.4.6. If a CRT employee does not work within a six (6) month period of time, it will result in discharge and forfeiture of CRT status.

14.4.7. CRTs will forfeit their status if they call out more than four times in a calendar year on a day when they have been pre-scheduled to work.

14.4.8. CRTs are required to complete all annual mandatory education as well as certifications and licensure identified for their assigned clinical cluster. CRT staff must attend one (1) Skills Fair event during the calendar year. Failure to do so will result in discharge. Certifications are the responsibility of the CRT.

14.5. Temporary employees are employees hired by SJH for a prescribed period of time, not to exceed six (6) months.

14.6. Probationary Employees. All employees in their first 100 days of employment, exclusive of approved leave, shall be classified as "Probationary Employees", whose continued employment is qualified by and contingent upon the successful completion of training and orientation. The right to release employees during the employee's training and orientation period shall be vested exclusively with SJH without regard to any other provision of this Agreement. SJH shall have the right to exercise its own judgment during this period as to fitness for retention as an employee. The Grievance and Arbitration provisions set forth in this Agreement shall not apply to Probationary Employees with regard to discipline and/or discharge and/or to any extensions of the probationary period. SJH has the authority to extend the probationary period past 100 days. SJH has the authority to extend the probationary period an additional 30 days.

14.7. Traveling, Contract and/or Per Diem Agency registered nurses are nurses retained through an outside entity for a specific term under the Subcontracting Article of this Agreement. Traveling, Contract and/or Per Diem Agency registered nurses are not employees of SJH, and therefore, are not part of the bargaining unit. Except as otherwise provided for in this Agreement, the terms and conditions of Traveling, Contract and/or Per Diem Agency registered nurses shall be within the sole authority of SJH, and shall have no rights to bring grievances or arbitration under that process.

ARTICLE 15 - Regular Weekend Registered Nurses

15.1. Recognizing the desire of some Registered Nurses to work only weekend shifts, and in order to promote staff recruitment and retention, and as an aid to fill vacancies on various units on weekends, SJH may, at its discretion, implement a “Regular Weekend Registered Nurse” program to hire Registered Nurses to work twelve hour weekend shifts. These Registered Nurses shall be classified as “Regular Weekend Registered Nurses.” Employees hired into the Regular Weekend Registered Nurse program are required to have a minimum of two (2) years of experience as a Registered Nurse. This requirement may be waived at the discretion of SJH.

15.2. Regular Weekend Registered Nurses shall work a minimum of two (2) weekend shifts per weekend.

15.3. A “weekend shift” shall be defined as 12 ½ consecutive hours, which shall include a 30 minute unpaid lunch period, on any of the following: Friday 6:45p-7:15a, Saturday 6:45a-7:15p, Saturday 6:45p-7:15a, Sunday 6:45a-7:15p or Sunday 6:45p-7:15a.

15.4. Regular Weekend Registered Nurses (“RW”) shall accrue PTO time at the same rate as Part Time employees. All PTO time shall be requested and approved according to the practices and policies of SJH for other Registered Nurses. All PTO time shall be used in 12-hour intervals. However, RWs shall be permitted to use PTO time in less than 12-hour intervals if called off by SJH. There shall be no “advancing” or “borrowing” of PTO time.

15.5. Compensation:

The hourly rate for Regular Weekend Registered Nurses shall be the same rate as other Registered Nurses with like experience and tenure (See Wage Scale).

15.6. Rest periods: There will be two (2) paid 15-minute rest breaks each 12-hour shift. One (1) break will be taken in each of the first half and second half of the shift.

15.7. Holidays:

Regular Weekend Registered Nurses are required to work holidays if such holidays occur during their scheduled weekend shifts. Regular Weekend Registered Nurses shall be paid for holidays under the same terms and conditions as Regular Full-time Registered Nurses.

15.8. All Regular Weekend Registered Nurses shall be eligible for health benefits and tuition reimbursement equal to Regular Full-Time employees. For all other terms and conditions of employment and benefits, Regular Weekend Registered Nurses shall be considered similarly to Regular Part Time Registered Nurses.

15.9 Baylor Program

15.9.1. SJH may, at its discretion, implement a “Baylor Program” to hire Registered Nurses to work two twelve hour weekend shifts at 1.5 times their regular rate of pay. These Registered Nurses shall be classified as “Baylor Nurses.” Current employees working under the Baylor Program shall have the option of continuing to work under the terms and conditions of the Baylor Program as set forth below. This Article shall not be construed as a guarantee of hours of work per day or per week.

15.9.2. Employees in the Baylor program are required to have a minimum of two (2) years of experience as a Registered Nurse. This requirement may be waived at the discretion of SJH.

15.9.3. Work Requirements: Minimum work requirements in each 52-week period, beginning with the date of hire, are as follows:

15.9.3.1. Each employee will be scheduled 7 out of every 8 weekends. The Employer will make reasonable efforts to schedule each employee seven (7) consecutive weekends on, followed by one (1) weekend off.

15.9.3.2. A weekend shift shall be defined as 12 1/2 consecutive hours including a 30 minute unpaid lunch period on any of the following: Friday 6:45p-7:15a, Saturday 6:45a-7:15p, Saturday 6:45p-7:15a, Sunday 6:45a-7:15p or Sunday 6:45p-7:15a.

15.9.3.3. Nothing in this section prohibits a Baylor Nurse from working additional shifts.

15.9.4. Compensation:

15.9.4.1 The hourly rate for weekend hours worked up to twenty-four hours on the weekend schedule shall be at 1.5 times the RN’s base rate of pay.

15.9.4.2. All additional hours worked above the twenty-four hour weekend requirement, up to 40 hours total for the week, will be paid at the normal base rate (not 1.5 times the base rate).

15.9.4.3. Hours worked beyond 40 in the week will be paid at time and one half of the employee’s normal base rate.

15.9.5. Rest periods:

There will be two (2) paid 15-minute rest breaks each 12-hour shift. One (1) break will be taken in each of the first half and second half of the shift.

15.9.6. Holidays:

Employees will be required to work holidays if they fall during their scheduled, weekend shifts. The holiday worked shall be paid at the weekend rate of pay defined in section B above. Double time is not paid for holidays worked from Friday 6:45 pm to Monday 7:15 am.

15.9.7. Benefits:

Employees shall be considered part time employees for the purposes of all benefits, except that Baylor Nurses are entitled to full-time tuition reimbursement, and are not entitled to PTO or LTS.

ARTICLE 16 – PERSONNEL FILES

16.1. SJH maintains a personnel file on each employee. The personnel file includes such information as the employee’s job application, resume, documentation of performance appraisals, and other employment records. These files are the property of SJH, and access to the information they contain is restricted. Generally, only supervisors and management personnel of SJH who have a legitimate reason to review information in a file are allowed to do so.

16.2. Employees may arrange to review their own personnel file outside of the time the employee is scheduled to work or during the employee’s break provided that the employee can return to work on time. Employees must contact Human Resources to schedule a time to review their own personnel file, as the employee’s review will require a member of Human Resources to be present at the time of the review. Generally, Human Resources shall be available for file review between the hours of 8:30AM and 4:00 p.m. Monday through Friday (except legal holidays) or at another specified time by special arrangement with Human Resources. Generally, 24 hours minimum notice is required to review personnel files.

16.3. The employee may review and receive copies of his/her personnel file, which typically includes employee evaluations, disciplinary records, and correspondence from the employee to SJH or from SJH to the employee. The employee shall pay to SJH a fee of \$0.25 per copy.

16.4. Parties other than SJH or the employee requesting to review or receive information from an employee’s personnel file must provide a release signed by the employee, unless such information is requested pursuant to: 1) a court order, 2) a valid subpoena, or 3) as otherwise required by law.

ARTICLE 17 – NON-DISCRIMINATION

Neither the Union nor SJH will discriminate against any employee or applicant for employment, based upon Union membership or status.

ARTICLE 18 - RESIGNATION

18.1. Employees who voluntarily resign their employment from SJH shall give three (3) weeks’ written notice of resignation to their direct manager with a copy to Human Resources. SJH may waive all or part of the notice period at its discretion.

18.2. As the purpose of the notification period is to encourage employees to help SJH with an orderly transition before leaving employment, employees who are in the three-week notification period may not use any paid leave time that has not been approved pursuant to the procedures set

forth in Scheduling of Extended Paid Time Off during this period without the written consent of SJH, who shall have sole authority to permit or reject such leave request.

18.3. Failure to give proper notice and/or to attend an exit interview will result in the employee's ineligibility for rehire and loss of unused PTO.

18.4. Once an employee has resigned, Human Resources shall schedule an interview on the employee's scheduled workday within the three week period. The employee shall return any keys, ID badges and other SJH property to his or her department manager.

ARTICLE 19 – DUTIES AND RESPONSIBILITIES

RNs will perform duties as contained in their job descriptions and consistent with the duties they have historically performed. RNs may be required to perform duties beyond these functions in an emergency or other circumstances, provided such duties are related to Nursing practice.

ARTICLE 20 – TRAINING & ORIENTATION

20.1. SJH shall provide training and orientation to new employees.

20.2. The orientation period may be extended by SJH after consultation with the preceptor (Hospital)/mentor (Community Services) and employee.

20.3. SJH shall provide written orientation information and a copy of appropriate evaluation documentation to each new employee at the start of the orientation period. SJH may also provide additional information and documentation at the start of or during the orientation and training period.

20.4. During the orientation period the new employee shall be assigned a primary preceptor (Hospital) and Mentor (Community Services) consistent with the Precepting Article of this Agreement. However, nothing in this Article prohibits SJH from assigning additional and/or substitute preceptors/mentors to new employees consistent with this Agreement.

20.5. SJH shall make reasonable efforts to ensure that the new employee's schedule shall be identical to his or her preceptor/mentor or an additional/substitute for the length of the orientation, except when waived by mutual agreement of the Manager, preceptor and orientee.

20.6. The employee will be not considered in the staffing numbers until all orientation requirements have been completed.

20.7. When an employee transfers to another unit, or is either rehired by SJH and/or returns from leaves of absence, SJH shall offer training and orientation based upon SJH's assessment of the needs of the employee.

ARTICLE 21 – HOSPITAL LABOR MANAGEMENT COMMITTEE

21.1. SJH and the Union agree to establish a Labor/Management Committee that will meet to discuss and resolve issues of mutual concern to the Union and SJH, in accordance with the following guidelines:

21.1.1. All meetings of the Labor/Management Committee will be held at mutually agreed to times.

21.1.2. Meetings will take place at each facility (Bridgeton, Elmer, RMC) on a rotating basis.

21.1.3. Meetings shall last no longer than two (2) hours unless mutually agreed to by the parties.

21.1.4. Employees who are regularly designated as Labor/Management designees shall be paid their base hourly rate for time spent at the meetings, with a maximum of two hours paid. Time spent at these meetings shall not be considered as time worked for the purpose of computing PTO or overtime.

21.1.5. Meetings shall be held bimonthly (6 times per year) on a regularly scheduled day and time. However, more frequent meetings may occur upon the mutual agreement of the parties.

21.1.6. The Committee is not intended to circumvent the grievance procedure or the collective bargaining process.

21.1.7. The Union is permitted to select up to four (4) employee designees to attend meetings of the Labor Management Committee. Likewise, SJH is permitted to select up to four (4) management designees. Either party may invite other employee participants based on mutual agreement, if needed.

21.1.8. One week before the scheduled meeting, the Union shall submit an anticipated agenda. If no agenda is submitted the meeting may be cancelled. The Union shall also notify SJH of the proposed attendees at least one week prior to the meeting. The Employee Designees will be released if working to attend such meetings. Invited attendees are responsible for requesting time off pursuant to the policies and practices of South Jersey Healthcare. SJH shall not unreasonably withhold approval of a valid and timely request.

21.1.9. SJH and the Union reserve the right to cancel meetings. Canceled meetings shall be rescheduled, if needed, within a reasonable period.

21.2. The Union and SJH will hold its first meeting of this committee within sixty (60) days of ratification by the Union of this Agreement.

ARTICLE 22 – COMMUNITY SERVICES LABOR MANAGEMENT/STAFFING COMMITTEE

SJH and the Union agree to establish a Labor-Management/Staffing Committee that will meet bi-monthly at a regularly scheduled time and place and consist of three (3) members appointed by the Union and three (3) members appointed by SJH. Employees will be released if scheduled to work and time spent at such meetings will be counted as hours worked. Cancelled meetings shall be rescheduled for the following month.

ARTICLE 23 - COMMITTEES

23.1 The Employer shall have the right to establish new committees and to continue any current committees in the workplace that involve bargaining unit employees. The employer shall notify the Union of all standing committees or when new committees are established by the Employer that includes bargaining unit staff. This notification shall include the name, purpose, approximate frequency and bargaining unit staff involved. Committee members shall be afforded time to attend such meetings. Participation in all such committees shall be voluntary. Employees will receive their regular rate of pay for attendance at all meetings.

23.2 SJH shall not use such Committees as a substitute for or circumvention of bargaining obligations it has with the Union under the law and as such there shall be no changes in wages, hours or working conditions of bargaining unit members as a result of decisions made in such Committees.

ARTICLE 24 – PRECEPTORS AND PRECEPTOR DIFFERENTIAL

24.1. Hospital: As part of the orientation process, SJH, at its discretion, shall provide an orienting hospital employee with a Preceptor as set forth in Article 20 for new Hospital RNs. SJH shall have the authority to select preceptors from inside or, if there are no qualified volunteers, outside of the bargaining unit, and SJH shall have authority over the selection processes and criteria, including but not limited to the authority to appoint, reject, and/or remove employees from the Preceptor role.

24.2. Precepting will be voluntary and open to all nurses who fulfill SJH's requirements for a preceptor, as determined by SJH. Qualified preceptors shall be assigned on a fair and equitable basis.

24.3. All employees in the bargaining unit who perform the duties of a preceptor shall receive a differential of one dollar and fifty cents (\$1.50) to their base hourly rate for all hours worked as a preceptor. The Preceptor Differential shall not be counted when calculating any applicable overtime rate to the extent permitted by law.

24.4. As part of the Community Services orientation process, SJH at its discretion, shall provide an orienting Community Services employee with a Mentor as set forth in Article 20 for new Community Services RNs. SJH shall have the authority to select mentors from inside or

outside of the bargaining unit, and SJH shall have authority over the selection processes and criteria, including but not limited to the authority to appoint, reject, and/or remove employees from the mentor role. All employees in the bargaining unit assigned as mentor for Community Services under Article 20 shall receive a differential of one dollar (\$1.00) to their base hourly rate for all hours worked as a mentor. This Differential shall not be counted when calculating any applicable overtime rate to the extent permitted by law. Mentoring will be voluntary and be open to all nurses who fulfill SJH's requirements for a mentor. Qualified mentors shall be assigned on a fair and equitable basis.

24.5. Preceptor pay does not apply to Nurse Practitioners or Nurse Midwives unless nurses in these positions precept staff RNs.

ARTICLE 25 – HOSPITAL STAFFING

25.1. Preamble & Statement of Intent

In order to provide quality patient care, ensure the health and safety of employees, and retain and recruit qualified employees, SJH agrees to provide adequate staffing in all units. SJH and the Union further agree that staffing needs fluctuate over time and that SJH requires the flexibility to respond to these fluctuating needs in a timely fashion. Accordingly, SJH may, in its discretion, adjust staffing as the needs of the patients and the system dictate.

25.2. Staffing Levels

25.2.1. The Hospital shall abide by all staffing guidelines promulgated by the New Jersey Department of Health and Senior Services (NJDOHSS), the Joint Commission for the Accreditation of Acute Hospital Organizations (JCAHO), and any accrediting or licensure agencies to which SJH is legally bound. Furthermore, in the event that staffing levels and ratios are mandated by state and/or federal laws, SJH agrees to abide by such levels and ratios.

25.2.2. SJH shall, in its discretion, consider the professional standards developed by recognized Specialty Nursing Organizations, as well as other health professional organizations, to further define staffing guidelines.

25.2.3. SJH shall, in its discretion, consider staffing recommendations from the Staffing Committee as well as other committees.

25.2.4. SJH and the Union shall continue to encourage closed staffing models.

25.3. Staffing Committee

25.3.1. SJH and the Union agree to establish a Staffing Committee that will meet to discuss and resolve issues of mutual concern to the Union and SJH, in accordance with the following guidelines:

25.3.1.1. All meetings of the Staffing Committee will be held at mutually agreed to times.

25.3.1.2. Meetings will take place at each facility (Bridgeton, Elmer, RMC) on a rotating basis.

25.3.1.3. Meetings shall last no longer than two (2) hours unless mutually agreed to by the parties.

25.3.1.4. Employees who are regularly designated as Staffing designees shall be paid their base hourly rate for time spent at the meetings, with a maximum of two hours paid. Time spent at these meetings shall not be considered as time worked for the purpose of computing PTO or overtime. Union employee-invitees shall not be paid for attendance at the meetings.

25.3.1.5. Meetings shall be held bi-monthly (6 times per year) on a regularly scheduled day and time. However, more frequent meetings may occur upon the mutual agreement of the parties.

25.3.1.6. The Committee is not intended to circumvent the grievance procedure or the collective bargaining process.

25.3.1.7. The Union is permitted to select up to four (4) employee designees to attend meetings of the Staffing Committee. Likewise, SJH is permitted to select up to four (4) management designees. Either party may invite other employee participants based on mutual agreement, if needed.

25.3.1.8. One week before the scheduled meeting, the Union shall submit an anticipated agenda. If no agenda is submitted the meeting may be cancelled. The Union shall also notify SJH of the proposed attendees at least one week prior to the meeting. Proposed attendees are responsible for requesting for time off pursuant to the policies and practices of South Jersey Healthcare. SJH shall not unreasonably withhold approval of a valid and timely request.

25.3.1.9. SJH and the Union reserve the right to cancel meetings. Canceled meetings shall be rescheduled, if needed, within a reasonable period.

25.3.2. The Union and SJH will hold its first meeting of this committee within sixty (60) days of ratification by the Union of this Agreement.

ARTICLE 26 – STAFFING, COMMUNITY SERVICES

26.1. Staffing - Eight Hour Employees – Homecare and Hospice Care.

26.1.1. SJH shall assign case management load and other work to Regular full time and Part time eight (8) hour employees at a volume that SJH determines should be completed typically within a regular 8-hour workday – inclusive of staff meetings, paid breaks, charting, and travel between patients and exclusive of meal breaks and the typical or average commuting time to the first destination and home from the last destination.

26.1.2. Employees who cannot complete their daily caseload will contact their supervisor no less than two (2) hours before the end of their shift and shall communicate the work that cannot be completed that workday.

26.1.3. SJH shall not require employees to work involuntarily past their regular 8-hour day except in unforeseen emergent circumstances. Nothing in this Article prohibits an employee from volunteering to work past their scheduled workday - provided that the employee has the express approval of their supervisor.

26.2. Staffing - Per Diem Employees and 12 Hour Shift Employees – Homecare and Hospice Care.

26.2.1. SJH shall assign work to Per Diem Employees and 12-Hour Shift Employees at a volume that SJH determines should be completed typically within their regularly scheduled shift – inclusive of staff meetings, paid breaks, charting, and travel between patients and exclusive of meal breaks and the typical or average commuting time to the first destination and home from the last destination.

26.2.2. Employees who cannot complete their work will contact their supervisor no less than two (2) hours before the end of their shift and shall communicate the work that cannot be completed that workday.

26.2.3. SJH shall not require employees to work involuntarily past their regularly scheduled shift except in unforeseen emergent circumstances. Nothing in this Article prohibits an employee from volunteering to work past their scheduled shift – provided that the employee has the express approval of their supervisor.

26.3. Employees who reasonably believe that their safety may be compromised at an offsite visitation shall immediately contact their supervisor before entering the home. Employees who reasonably believe that their safety is threatened shall immediately contact 911 and thereafter contact their supervisor. Employees who reasonably believe that their safety may be compromised because of dangerous travel or other conditions shall contact their supervisor immediately. Requests to be exempt from these visits will not be unreasonably denied.

ARTICLE 27 – REASSIGNMENT (FLOATING & PULLING)

27.1. SJH recognizes the benefits of having employees work in their assigned units on a regular basis and shall use reasonable efforts to minimize reassignment outside of a designated unit. However, in emergency situations, unanticipated increased unit acuity, unforeseen absenteeism, to meet patient care requirements, or when the census in a unit decreases or increases, SJH shall have the right to float, pull and/or reassign qualified employees to provide patient care in the reassigned unit (hereinafter collectively referred to as “reassign”). In such cases, employees shall accept temporary reassignment to other units or campuses as requested as follows:

27.2. First, to the extent feasible, qualified volunteers will be sought from among available staff on the affected unit.

27.3. If no qualified volunteers are available, then involuntary reassignment shall be done in the following order:

27.3.1. Qualified Agency nurses

- 27.3.2. Qualified CRT
- 27.3.3. Qualified per-diem; then
- 27.3.4. Qualified employees who are doing voluntary extra shifts; who have first been given the option to leave work.
- 27.3.5. Qualified RPT/FT/RW.

27.4. SJH will not reassign a nurse where SJH determines that the nurse is unable to meet the requirements of the reassignment. An employee who is reassigned shall not be responsible to care for patients or operate equipment unless the employee is appropriately qualified and oriented. Patient care assignments shall be within the educational and skill level of the floated nurse. If the nurse believes that the assignment is beyond his or her skill level, he or she may raise the issue with the supervisor and the assignment shall be evaluated by the supervisor and adjusted if necessary.

27.5. Qualified RPT/FT/RW employees will be reassigned equally per the unit based rotation system, unless there is a need for specialized experience or licensed personnel.

27.6. Floating Guidelines. SJH shall use reasonable efforts when involuntarily reassigning to reassign RNs to another patient care unit that is within the same clinical groupings where the RN is qualified for reassignment:

1	ED; RMC ED may be reassigned to the RMC observation unit; Med-Surg/Acute Care RNs may be reassigned to Med Surg patients who are holding in the ED or observation; Critical Care RNs may be assigned to patients holding in the ED or observation.
2	ICU, PICU, Step Down; in addition, PICU/Stepdown may be reassigned to Med-Surg/Acute Care.
3	Dialysis
4	MedSurg, Acute Care, TCU, Observation; Med Surg/Acute Care RNs may be assigned to Med Surg/Acute Care patients who are located in Peds.
5	Mental Health (adult and adolescent)
6	OR
7	PACU, SDS, Endo and PAT
8	Mother Baby / L&D
9	Transitional Nursery / Special Care Nursery / Peds
10	Cardio Pulmonary/Cath, Rehab, Stress Testing
11	Elmer LDRP
12	Closed units are not generally available for reassignment

Nothing in these guidelines prevents SJH from reassigning RNs for the purposes of teaming with RNs and other medical staff in other clinical groupings to form multidisciplinary, multiclinical groups such as the Rapid Assessment Team and CVA Code. Such teams are not considered floating. If a Critical Need is determined by SJH, a nurse may be reassigned outside their clinical grouping provided that the patient care assignment is within their level of competency.

27.7. Employees working 12-hour shifts will be included in the rotation, and may be rotated at the 4 or 8 hour point in their shift.

27.8. Employees may be floated only once per shift unless it is to be floated back to their home unit.

27.9. New graduates/new employees generally will not be reassigned during and for three months after orientation ends. When possible, Preceptors, while precepting, will not be included in the reassignment of staff. If, however, a Preceptor is reassigned, the new employee must also accept the same reassignment.

27.10. Calls to staff to rotate to another campus will be made by the Supervisor or Staffing Coordinator, to the employee's home, when possible. It is the employee's responsibility to check for messages, or to call the Supervisor or Staffing Office for confirmation, if in doubt. Reassignments may take place without prior notice.

27.11. Employees who are floated between campuses shall receive a differential of \$5.00 per hour. However, RNs working in the RMC and Bridgeton Emergency Department and the RMC and Bridgeton Dialysis Department who move between Bridgeton and the RMC shall not be considered a reassignment under this Article unless they are reassigned after the start of their shift. RNs shall be paid travel time to and from the campuses and reimbursed for miles driven pursuant to IRS regulations.

27.12. Employees who float outside of their clinical groupings above shall receive a differential of \$2.00 per hour.

27.13. Except 27.1, 27.2, 27.4, and 27.12 above, nothing in this article shall apply to voluntary reassignment.

ARTICLE 28 – MIDWIVES

28.1 Midwives shall be eligible for the following benefits:

- \$ 3,000.00 per year to maintain Midwifery Certification, which shall follow the reimbursement program set forth for the National Certification below, 29.1.2 and 29.1.3;
- 40 hours of paid education time at the employee's calculated hourly rate to attend educational conferences approved at the discretion of SJH;
- cost of New Jersey midwifery license; and
- cost of malpractice insurance premiums for care related to Women's Center patients, or when acting as first assistants on private practice patient.

ARTICLE 29 – NATIONAL CERTIFICATIONS

29.1 Approved National Certifications – Regular Full Time and Regular Part Time Employees.

29.1.1. South Jersey Healthcare encourages employees to hold nationally recognized professional certifications and provides financial assistance for educational endeavors that are required for obtaining or maintaining job-related certifications.

29.1.2. SJH will reimburse the employee for the cost of the initial and any subsequent re-certification examinations, preparatory courses for National Certifications related to the nurses current practice and approved by SJH in its discretion, and, provided the employee takes and successfully passes such examinations in full. Such fees shall be reimbursed upon receipt of the renewal card and proof of payment. An employee obtaining an approved National Certification will be scheduled off to attend preparatory courses as well as be scheduled off to sit for the actual day of the examination, provided the employee provides adequate advance notice (thirty (30) days prior to posting of schedule) so the time can be scheduled without adversely effecting patient care. Such time shall be unpaid but the employee may utilize available PTO to cover time spent up to a total of forty (40) hours of pay in a week. Such time is not considered work time for purposes of computing overtime.

29.1.3. To the extent that SJH provides preparatory courses for National Certification, employees shall not qualify for course reimbursement for such courses taken outside of SJH.

29.1.4. Continuing Education Credits (CEs) used to maintain national certification are excluded from reimbursement under this Article.

29.1.5. Eligibility

This benefit is only available to regular full-time and regular part-time employees who have completed their probation period of employment.

29.1.6. Covered Expenses

29.1.6.1. For one-day courses, the program will cover the cost of the course and mileage (at prevailing IRS reimbursement rate). The program will also cover the cost of lodging for one-day courses provided that travel distance is greater than 90 miles or require more than one and one-half hours of travel time.

29.1.6.2. For courses that last for more than one day, the program will cover the cost of meals to a maximum of \$30.00 per day. The cost of alcoholic beverages will not be reimbursed. The program will also cover the cost of lodging for these multiple day courses provided that the travel distance is greater than fifty miles or would require more than one hour of travel time by car.

29.1.6.3. The program will cover the cost of reasonable expenses necessary to travel to and from courses described above. These expenses can include mileage, airfare, train tickets, bus tickets, cab fare and the cost of other reasonable means of transportation.

29.1.7. Reimbursement Procedure

To receive reimbursement of the costs associated with approved course/exam taken, the employee must take the following steps:

- Complete the Certification Reimbursement Request form and submit it to the appropriate Nurse Manager or Clinical Director for review and signature. The Nurse Manager or Clinical Director will review the form and verify that the course/exam in question is related to the employee's current job and is an approved National Certification.
- After the course/exam is successfully completed, submit proof of satisfactory completion of the course/exam and proof of payment within 30 days to the Nurse Manager or Clinical Director, along with a bill, invoice or other documentation that shows the cost of the course.
- The Nurse Manager or Clinical Director will review the Certification Reimbursement Request to ensure program compliance, and will submit to finance for processing.

29.2 Maintenance of required courses and certifications (BLS, ACLS, PALS, NRP, TNCC, ENPC), Skills Fair, and other Mandatory Education

29.2.1. Employees will see that all other certifications and courses are kept up to date and renewed as required for their positions. SJH shall provide the following courses to all regular full time and regular part time employees and per diem and CRT employees who work greater than 1000 hours in a calendar year: BLS, ACLS, PALS, NRP, TNCC, and ENPC. Skills Fair and other mandatory education, i.e. Health Stream, shall be provided by the employer to all employees. All employees signing up for these courses shall pay nominal deposit, which is returned upon completion of the scheduled class.

29.2.2. Failure to maintain a valid certification required by their position will result in the employee being immediately suspended from work without pay and without PTO until such time as he/she obtains the certification and/or takes the required course. Any employee who fails to obtain certification and/or take the required course within 30 days after expiration shall be subject to termination.

29.2.3. Employees will be paid to attend these required courses, however such hours shall not be counted toward the computation of Overtime. If the employee does not maintain the certification or take the course as required, the employee will take the course on their own time and pay for the class at the going rate.

29.2.4. American Heart Association courses are the only approved courses for BLS, ACLS, PALS and The American Academy of Pediatrics is the only approved course for NRP. SJH will not accept online courses in lieu of actual courses for these programs. Any employee with a current card from another provider will be offered a free course with refundable deposit to achieve course completion from AHA or AAP.

NOTE: As of January 1, 2008, the 30 day grace period for extension of the expiration dates for BLS, ACLS, PALS, and NRP cards is eliminated. Expiration occurs at the end of the month listed on the card.

ARTICLE 30 – PROFESSIONAL LICENSE REQUIREMENTS

Employees will see that their license is kept up to date and renewed as required by law. Failure to maintain a valid licensure under State/Federal law will result in the employee being suspended from work without pay and without PTO until such time as he/she obtains the licensure. Any employee who fails to obtain licensure 30 days after expiration shall be terminated.

ARTICLE 31 – TUITION ASSISTANCE

31.1. South Jersey Healthcare and HPAE support employees in their efforts to continue their education that benefits the employee, the Health System and our patients. SJH provides financial assistance to employees for these educational endeavors.

31.2. During each calendar year, regular full-time and regular part-time employees who have completed their probationary periods shall be eligible for reimbursement of their tuition upon presenting proof of the successful completion of courses taken related to the attainment of Nursing graduate or undergraduate degrees, as approved by SJH. Approvals shall not be unreasonably denied.

31.3. Successful completion of the course shall be defined as achieving a passing grade of “C” or pass in a pass / fail course or better for undergraduate courses, and a “B” or better for graduate courses. Tuition benefits shall not be paid if the employee is not employed in a regular full- or part-time position at the time of the completion of the course(s) and shall be repaid by the employee in the event the employee does not remain employed by SJH for twelve (12) months following completion of the course(s).

	Annual limit
Full-time employee taking undergraduate and or graduate courses	\$4,000.00
Part-time employee taking undergraduate and or graduate courses	\$2,000.00

31.4. Employees with two or more years of bargaining unit seniority may request prepayment of Tuition Assistance upon submission of the Tuition Assistance Application with the understanding that such payments will not be made more than thirty (30) days before payment to the educational institution is due.

31.5. Should the employee not provide evidence of successful completion, or is no longer employed in a full- or part-time position at the completion of the course, or is not employed for a minimum of twelve (12) month period following the completion of the course, the Employee

shall be required to repay any Tuition Assistance payments. Any unpaid leaves of absence shall not count towards the minimum 12-month employment requirement.

ARTICLE 32 - SENIORITY

32.1. Definition of Seniority

32.1.1. System Seniority is defined as the length of time an employee has been continuously employed at SJH. “Continuously employed” or “Continuous Service” for the purpose of seniority only will include all authorized paid and unpaid leaves of absence – provided there is no break in service as defined in 32.4 below, or where state or federal law, or applicable benefit plans, dictate otherwise.

32.1.2. For existing employees, upon ratification bargaining unit, seniority shall be defined as the length of continuous service with the employer from the date of last hiring in a bargaining unit position governed by this Agreement and shall be computed in continuous years, months and days from the date of last hire in the bargaining unit position. Continuous service for the purpose of seniority only will include all authorized paid and unpaid leaves of absence of one year or less provided there is no break in service as defined in Section D below.

32.1.3. For employees hired into a bargaining unit position after the date of ratification of this Agreement, bargaining unit seniority shall be defined as, and start on, the date on which an employee was hired into a bargaining unit position. Bargaining unit seniority shall be computed in years, months and days.

32.1.4. Bargaining unit seniority lists for Elmer, RMC, and Bridgeton facilities shall be combined. These lists shall not be combined with Community Services, which shall maintain its own Bargaining Unit seniority list. However an employee will not lose bargaining unit seniority if he or she transfers from an Elmer, RMC, and Bridgeton facilities into a position in Community Services or vice-versa.

32.2. Application

32.2.1. System seniority shall be used for purposes of benefit accrual and pension accrual provided to bargaining unit and non bargaining unit employees by SJH on a system-wide basis. Examples include vacation accrual and vesting in system wide benefit plans.

32.2.2. Bargaining unit seniority shall apply to operational issues where length of service is a factor, and where not addressed specifically by another Article in this Agreement. Such benefits include: scheduling of paid time off within units, transfers from units, temporary transfers from units, reassignments from units, determining shift and schedule changes within units, for layoff and recall and/or other related issues within units. (For Community Services, “units” shall mean Homecare, Hospicecare, and Adult Daycare” for the purposes of this Section).

32.3. Accrual

Seniority shall accrue during a continuous authorized leave of absence, with or without pay, up to (6) six months.

32.4. Termination of Seniority

An employee shall lose all seniority if the employee:

32.4.1. quits, resigns, retires or otherwise voluntarily terminates his/her employment from a bargaining unit position, subject to Section E below;

32.4.2. is discharged for just cause;

32.4.3. fails to return to work as scheduled upon the expiration of an authorized leave of absence: a) without a reason that is in SJH's discretion satisfactory to SJH, or b) provides a false reason for obtaining a leave of absence.

32.4.4. upon notice of layoff, refuses a position offered to him/her, in accordance with the Agreement.

32.4.5. is laid off for a period of over twelve (12) consecutive months;

32.4.6. fails to return to work within five (5) calendar days of recall from layoff, after written notice to return to work has been sent via certified mail by SJH to the last address provided by the employee or refuses an offer of recall; an employee does not work or is otherwise absent from employment for any reason for a period of (6) consecutive months other than layoff; is absent for three (3) consecutive work days without authorization.

32.5. Return To Bargaining Unit.

Employees who leave the bargaining unit, but maintain employment with SJH shall have their bargaining unit seniority restored if they return to the bargaining unit within 120 days of the time they left. Bargaining unit seniority shall not accrue during this time period.

ARTICLE 33 – LAYOFF

33.1. Should a layoff be necessary, the anticipated length and reasons for such shall be sent to the Union. Such notification shall be given as soon as possible. A minimum layoff notice of fourteen (14) calendar days shall be provided to the Union, the employees affected and those who might be affected before any layoff takes place. At the same time employees shall be advised of all vacant positions and/or bumping rights, except in situations that SJH could not have reasonably foreseen; such as natural disaster (such as fire, flood, act of God, explosion, prolonged equipment failure, or war) and in those cases the Hospital will give such notice as is reasonable and practicable under the circumstances.

33.2. At the request of the Union, the Employer and the Union shall meet within one (1) week to discuss any possible layoff in order to explore alternatives to layoff including, but not limited

to, job sharing and voluntary reduction of hours. SJH will advise the Union of all vacant positions and/or bumping rights.

33.3. SJH shall determine the parameters of the layoff and areas affected, including but not limited to the centers, units or departments, sites, shifts, offices, and/or skill sets where layoffs or reduced hours are required, including the number of employees (as well as FTEs) that are required for layoff or reduction. In such centers, units or departments, sites, shifts, offices, and/or skill sets, any layoff or reduction in hours shall be done first by job classification, and within those job classifications in reverse order of bargaining unit seniority. In cases where two (2) or more individuals who are affected by a layoff in a particular unit or department, site or office, have the identical seniority dates the determination of whom to lay off shall be made by SJH utilizing the following criteria:

33.3.1. License(s)

33.3.2. Experience in the new unit or department.

33.3.3. Completed orientation in the new unit or department due to having previously worked in the new department.

33.3.4. Attendance and tardiness record.

33.3.5. Disciplinary record.

33.4. The following procedure shall apply to determining layoffs:

33.4.1. All per diem agency or contracted agency shall be cancelled for the effected units;

33.4.2. SJH shall then seek volunteers from the class of employees identified for layoff. If there are not enough volunteers then;

33.4.3. All CRTs from the class of employees identified for layoff shall be laid-off;

33.4.4. All Per-diems from the class of employees identified for layoff shall be laid-off;

33.4.5. All Regular Part Time and

Regular Full Time RNs from the class of employees identified for layoff shall be laid-off.

33.5. Vacant Positions. Employees who are laid off or reduced in hours shall be eligible for all available vacant positions, including all positions held by contracted agency, on all shifts for which the employees are qualified. An employee shall be deemed qualified if such employee can independently perform the duties of the position within thirty (30) days. If an employee is offered a comparable position and the employee refuses the offer, the employee shall be deemed to have resigned from employment. Comparable position is defined as similar job classification (full, part time) and same shift (day, evening, night), regardless of any unit, department or geographical location.

33.6. Bumping Rights

33.6.1. In the event that no comparable vacant position is available, the employee may exercise a one-time right to bump the least senior employee in the bargaining unit on the same shift, provided the employee is qualified to perform the work, as defined in paragraph 33.5 above. If the employee refuses to bump the least senior employee on the same shift, then such employee shall be deemed to have resigned from employment. Full time employees may bump part time employees but part time employees may not bump full time employees. Laid off employees must exercise their bumping rights, if any, within- forty eight (48) hours of being notified of their options by SJH.

33.6.2. The employee who is bumped pursuant to 33.6.1 above will have the choice of taking any comparable vacant position or being laid off.

33.6.3. A laid off employee may convert to a per diem position. If the employee accepts a per diem position, this will not affect layoff/recall rights.

33.7. Recall

33.7.1. Individuals on layoff will be recorded on a Recall List maintained by the Human Resources Department. They will remain on the Recall List for a period of six months following layoff.

33.7.2. Whenever a vacancy exists, individuals will be recalled in reverse order of layoff, according to need, classification and present ability and skill to do the essential job functions.

33.7.3. Written notice of recall will be sent by Certified Mail to the last known address of the individual concerned. This notice will state the date on which he/she must contact the Human Resources Department and report to work. It is the responsibility of individuals to keep SJH informed of their correct address. Refusal to accept recall to the same or equivalent position will remove the individual from the list as of the effective date of recall.

33.8. Status of Benefits During Layoff

33.8.1. Once layoff notice is given, the employee needs to make arrangements with a Human Resources representative to review the total benefit package.

33.8.2. Health, Prescription and Dental Insurance: Employees participating in SJH's Health, Prescription and Dental plans who are on layoff will be permitted to continue their coverage under COBRA. SJH shall maintain the employee's benefits under this Section 2 up to the last day of the month in which the layoff occurs.

33.8.3. Life Insurance: Employees enrolled in life insurance will continue their coverage until the last day of the month in which the layoff occurs. The employee has the right to

convert the policy to individual coverage at his/her own expense by applying directly to the carrier within the time period required by the carrier.

33.8.4. Paid Time Off Program: An employee on layoff shall receive all accrued but unused PTO hours. Employees who have an LTS account that was frozen on December 21, 2002 and have at least ten years of continuous full-time service at the time of layoff shall receive 50% of the value of that employee's personal LTS account.

33.8.5. Pension Plan:

33.8.5.1 If an employee is recalled from layoff within his/her eligible layoff period and returns to work, his/her service shall be considered as continuous for retirement purposes as long as they have worked 1,000 hours for that calendar year.

33.8.5.2 If the individual is not recalled within the eligibility period or refuses recall and is dropped from the list, eligibility for retirement benefits will be computed with date of layoff as the end of service date.

33.8.6. Educational Reimbursement: Employees actually taking courses which have been approved for educational reimbursement at the date of layoff, will be eligible for the refund upon successful completion of the program.

33.8.7. I.D. Card/Name Badge: I.D. cards shall be turned in to the supervisor at the end of the last shift worked.

33.8.8. Keys, Locks, and other Hospital Property: Keys, Locks, and other Hospital Property shall be turned in to the supervisor at the end of the last shift worked.

33.8.9. Unemployment Compensation: Employees laid off may apply for Unemployment Compensation.

33.8.10. LOA/Workers' Compensation:

33.8.10.1. Any employee on LOA or Workers' Compensation at the time SJH initiates a layoff program will be considered along with all other employees of their department for layoff.

33.8.10.2. An employee on FMLA or Workers' Compensation will be treated like similarly situated active employees in determining layoff and recall.

ARTICLE 34 – SEVERANCE PAY

34.1. Employees with one (1) or more years of continuous service with SJH in full-time positions or regular part-time positions who are permanently laid off from work because of lack of work shall receive one (1) week's pay based on their current regular rate of pay for each complete year of continuous service with SJH up to a maximum of ten (10) weeks. An employee who accepts severance waives their right to recall.

34.2. Employees shall not be paid lump-sum severance pay, but rather employees shall be paid severance as part of SJH's regular payroll practice as they were paid while employed. Employees who return to work in a full-time or regular part-time capacity prior to full payout of the severance pay shall waive their entitlement to continued severance pay.

34.3. Although an employee may be laid off more than one time, no employee shall receive more than one weeks' pay for each complete year of continuous service up to a maximum of ten (10) weeks for their entire tenure at SJH. For example, an employee with 6 years-experience is laid off for a year and receives 6-weeks' severance pay. If that employee is later rehired, works 3 more years, and is again laid off, the employee shall only be entitled to an additional 3-weeks' severance pay for the subsequent layoff. If the employee works an additional 6 more years before they are again laid off, the employee shall only be entitled to an additional 4-weeks' severance pay for the subsequent layoff.

34.5. Severance Pay shall be reduced by any income the laid off employee may earn from other positions with SJH during the layoff period.

ARTICLE 35 – JOB POSTINGS

35.1. SJH shall post all vacant or new bargaining unit positions on the intranet for a minimum of five (5) calendar days, not to include the day of the posting. Once posted, outside applicants may be interviewed, but not hired, during posting period. Consideration for all vacant or new bargaining unit positions shall be given to bargaining unit employees. The posting procedure described above shall not apply to Per Diem positions, however, consideration for all vacant per diem bargaining unit positions shall be given to bargaining unit employees.

SJH shall post the minimum qualifications of the position, and shall post the department, status (full/part time), hours per week and shift, and other qualifications for the position.

35.2. Application for Posted Job

35.2.1. An employee may apply for a posted position after serving in his or her current position in the same department/division for a period of at least 6 (six) months. The employee must not have had a performance or disciplinary occurrence ("disciplinary occurrence" is defined as a written warning, suspension or a performance improvement plan) within the prior 6 (six) months, except as may be waived at the discretion of SJH.

35.2.2. SJH may waive the conditions stated above for an employee who applies for a posted position within his/her existing department, when that position would reflect a status change for the employee.

35.3. Eligibility. An employee must meet the necessary qualifications for the vacancy as specified in the job description as determined by SJH.

35.4. Procedure

35.4.1. An employee may apply for posted positions online, and will receive an automated response to their application.

35.4.2. Human Resources will review all bids and only the most qualified candidates will receive an interview. Those candidates who are not interviewed will be notified by Human Resources and be informed of the deficits at the request of the employee.

35.4.3. If SJH determines that two or more employees who bid for a position are equally qualified, the employee with the most bargaining unit seniority will be awarded the position.

35.4.4. If there are no bargaining unit employees qualified for the position, then the employer may hire a non-bargaining unit applicant.

35.4.5. Once the hiring selection is made, those not selected will be notified by Human Resources of the decision.

35.4.6. Once the hiring selection is made, the two managers involved in the transfer will agree upon a mutually acceptable transfer date, typically no later than thirty days after the decision is made.

35.4.7. SJH retains the discretion to determine whether the applicant has the necessary qualifications to perform the job based upon a review of, but not limited to, the employee's experience, education, certification, clinical practice record, discipline/attendance record, skills and ability, performance reviews, and interview.

ARTICLE 36 – DISCIPLINE & DISCHARGE

36.1. SJH reserves the right to discipline, including but not limited to verbal warnings, written warnings, suspensions, mandated performance improvement plans, and/or discharge, an employee who has completed his or her Probationary period for just cause.

36.2. SJH reserves the right to discipline, suspend or discharge Probationary Employees without the employee's or the Union's recourse to the Grievance and/or Arbitration process.

36.3. The employee involved shall be advised in writing of any written warning, suspension, discharge or mandated performance improvement plans issued. A copy of the notice for suspension or discharge shall be delivered to the Union within forty-eight (48) hours. Any record of a verbal or written discipline, including anecdotal counseling received by an employee shall not be used for the purpose of graduated discipline if no like occurrence has taken place within twenty-four (24) months of the prior infraction.

36.4. Discharge or suspensions may be brought directly to Step 3 of the grievance procedure.

36.5. Employees shall be entitled to Weingarten Rights to the extent permitted under the law.

36.6. To the extent practicable, disciplinary or investigational meetings shall be scheduled at mutually convenient times for the Employer, Union representative and employee.

36.7. The Employer will issue its disciplinary decision within a reasonable time following the completion of its investigation, but no later than fourteen (14) calendar days after the completion of its investigation

ARTICLE 39 – GRIEVANCE & ARBITRATION

39.1. The filing of a grievance shall not foreclose ongoing or informal discussions or resolutions at the department level, and nothing contained in this Article is intended to prohibit an employee from engaging ~~in~~ a supervisor on his/her own informal conversation to clarify or resolve any questions or issues he/she may have. The Union will cooperate with SJH by handling grievances/ arbitrations in such a manner that there will be no interference with normal patient care and other operation of Hospital business.

39.1.1. A Grievance shall be defined as a dispute or complaint arising between the parties regarding the application, interpretation or claimed violation of any term of this Agreement - except where expressly stated in this Agreement as not being a subject of a grievance. Grievances shall be resolved in the following manner:

39.1.1.1 Step 1. Resolution Through Nurse Manager (Hospital) or Coordinator/Supervisor (Community Services), collectively referred to herein as “Manager”:

Within ten (10) calendar days after the occurrence of the events or circumstances grieved or when the grievant should have reasonably known of the events or circumstances, the grievance shall be presented in writing to the employee’s Manager or designee. The grievance shall be on an official grievance form provided by the Union, and shall be signed by the employee. If it is not possible for the grievant to sign the grievance by the time the grievance must be filed, he or she must sign it as soon as practicable. The Manager or designee shall respond to the employee in writing no more than ten (10) calendar days after receipt of the grievance. In the case of class action grievances, at least one employee grievant affected by the grievance must sign the grievance.

39.1.1.2 Step 2. Resolution Through Vice President of Patient Care Services (Hospital) or Program Director/Administrator (Community Services):

Should the grievance not be satisfactorily resolved in Step 1, or if there is no response within ten (10) calendar days, the grievance may be appealed by submitting the written grievance, within 10 calendar days from the receipt of the written response or when the response was due, to the Vice President of Patient Care Services or designee. A

meeting with the Vice President of Patient Care Services (Hospital) or Program Director/Administrator (Community Services) or designees will be scheduled and held within ten (10) calendar days following receipt of a written grievance. A written response will be provided to the Union within ten (10) calendar days from the date of that meeting.

39.1.1.2 Step 3. Resolution through Human Resources.

Should the grievance not be satisfactorily resolved in Step 2, or if there is no response within ten (10) calendar days, the grievance may be appealed by submitting the written grievance, within 10 calendar days from the receipt of the written response or when the response was due, to the Director of Labor Relations or their designee. The Director of Labor Relations or their designee shall meet with the grievant and his/her Union representative within ten (10) calendar days of the submission of the grievance at Step 3 in order to attempt to resolve the grievance. The Director of Labor Relations or their designee shall answer the grievance in writing no more than ten (10) calendar days after the meeting.

39.1.1.4. Step 4. Arbitration.

39.1.1.4.1. Should the grievance not be satisfactorily resolved at Step 3, or if there is no response within ten (10) calendar days, the grievance may be submitted to arbitration within (30) days from the receipt of the written response to the Step 3 meeting pursuant to the Labor Arbitration Rules of the American Arbitration Association (“AAA”), and the parties shall follow the rules of appointment under these Rules. No individual employee may institute arbitration.

39.1.1.4.2. Failure on the part of SJH to answer a grievance at any step shall not be deemed acquiescence thereto, and the grievant shall have the right to submit the grievance directly to the next step of the procedure.

39.1.1.4.3. Any settlement or agreement reached in resolution of a grievance after its written submission shall be reduced to writing and signed by both parties.

39.1.1.4.4. The time limitations set forth herein relating to the time for filing a grievance and the demand for arbitration shall be mandatory. Failure to follow said time limitations shall result in the grievance being waived, and it shall not be submitted to arbitration. The time limitations provided herein may be extended by mutual written agreement of South Jersey Healthcare and the Union.

39.1.1.4.5. Each party shall be responsible for the expenses of its witnesses and others selected to attend grievance or arbitration sessions. Fees and expenses payable to an arbitrator shall be divided equally between the parties to this Agreement.

39.1.1.4.6. The arbitrator shall be confined to the subjects submitted for decision, and may in no event, as a part of any such decision, impose upon either party any obligation to arbitrate on any subjects which have not herein been agreed upon as subjects for arbitration; nor may the arbitrator, as a part of any such decision, effect reformation of the contract, or of any of the provisions thereof. The arbitrator shall have no power to add

to, subtract from, or modify the terms of this Agreement. The authority of the arbitrator shall be strictly limited to the application, interpretation or resolution of any claimed violation of any term of this Agreement, and arbitration shall be limited to issues specifically set forth in the written grievance. Neither shall the arbitrator render any enforceable decision which shall be contrary to law or contrary to rules, regulations and orders of the governmental bodies or agencies having jurisdiction over SJH.

39.1.1.4.7. The Arbitrator's decision shall be final and binding on both parties, except that in any proceeding seeking to require or stay arbitration, or to stay, enforce, modify, or set aside a decision or award of the arbitrator, none of the provisions of this Agreement shall deprive a court of its power to determine questions of arbitrability, or the jurisdiction of an arbitrator or the validity of any decision or award of the arbitrator.

39.1.1.4.8. The Union and SJH may agree to submit a grievance directly to Step 4 of the grievance procedure provided that the parties mutually agree in writing.

39.1.1.4.9. Class action grievances, termination or suspensions maybe presented immediately to Step 3 of the Grievance Procedure.

39.1.1.4.10. Nothing in this Article shall be interpreted as precluding SJH from filing a grievance/arbitration. In this instance, the grievance will be filed by SJH at Step Four directly. It must be filed within thirty (30) days of the occurrence or when SJH first reasonably knew of the occurrence.

39.1.1.4.11. Expedited Arbitration Procedures. The parties recognize and agree that it may be mutually beneficial to expedite the arbitration of certain grievances. Upon mutual written agreement, the parties shall request expedited arbitration under the rules of the American Arbitration Association.

39.1.1.4.12. It is understood between the parties that this Grievance/Arbitration procedure is the exclusive process for resolving disputes and that bargaining unit employees will not have access to SJH's internal Grievance Procedure, (including a hearing before the employee's peers). It is understood and agreed that all of the rights and privileges created by or implied from this Agreement shall be enforceable only by the Union and SJH, and only in the manner established by this Agreement or by law.

39.1.1.4.13. Grievance meetings shall be scheduled at mutually convenient times.

39.1.1.4.14. The Union shall provide SJH with a list of bargaining unit employees who will attend an arbitration hearing at least one (1) month prior to, the date of the arbitration hearing. Failure to list an employee will preclude that employee from attending the hearing. Employees who absent themselves from work to attend the hearing without proper notice to SJH will be considered to be "no call/ no show" for the day and subject to denial of paid time off and subject to the imposition of disciplinary actions. This notice requirement does not apply to potential rebuttal witnesses that may be needed in an arbitration or for employees who otherwise may be subpoenaed.

39.1.1.4.15. The arbitration procedure shall extend only to those issues which are arbitrable under this Agreement. Wages, benefits and renewal or extensions of this Agreement and making of a new Agreement between the parties upon the expiration or termination of this Agreement shall not be subjects of the grievance or arbitration, but shall be left to collective bargaining between the parties to this Agreement in accordance with applicable law. This does not apply to any grievances or arbitrations filed before the contract expiration.

39.1.1.4.16. The same question or issue shall not be the subject of arbitration more than once, except upon a showing of new evidence or change in conditions or circumstances.

ARTICLE 40 - PTO & LTS

40.1. All current practices of the Hospital and Community Services regarding PTO and LTS accrual, access, and/or payout will continue for all bargaining unit employees, except as otherwise modified by this Agreement.

40.2. Nothing in this Agreement shall affect any past PTO or LTS balances to the extent that employees are entitled to such balances under this Agreement or as required by law.

40.3. Any increase in PTO and/or LTS accrual rates of non-bargaining unit, non-managerial employees will be applied to all bargaining unit employees.

ARTICLE 41 – NORMAL WORK WEEK

41.1. Normal Work Week

The parties recognize that the Employer's operation requires coverage on a twenty-four (24) hour a day, seven (7) day per week basis. However, for the purpose of determining application of an employee's base compensation rate and employee status, the normal workday and normal workweek shall include but not be limited to: eight (8) consecutive worked hours per shift and forty (40) worked hours per week, respectively; ten (10) consecutive worked hours per shift and forty (40) worked hours per week; or twelve (12) consecutive worked hours per shift and thirty-six (36) worked hours per week; or nine (9) consecutive worked hours per shift and thirty-six (36) worked hours per week. All of the above are exclusive of one thirty (30) minute unpaid meal period.

41.2. The work week begins at 10:45 p.m. on Saturday and ends at 11:15 p.m. on the following Saturday.

41.3. This Article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week.

ARTICLE 42 – SCHEDULING, HOSPITAL

Scheduling For Hospital Employees and Personal Time Off (“PTO”)

42.1. SJH shall have the sole authority to create schedules and for granting time off. Factors SJH shall consider when creating schedules are patient needs, standards of care, and fair staffing practices.

42.2. Self-Scheduling. SJH promotes the practice of Self-Scheduling. Individual units may continue with current practices for scheduling work including self scheduling. SJH shall have the right to expand self scheduling to additional units upon request and to discontinue self scheduling where the practice fails to meet patient and hospital needs. The staff shall produce a completed mock-up staffing schedule (defined as the specifics of the unit’s criteria), and shall present it to SJH, which can approve, reject, or modify the mock schedule at its sole discretion. In the event that gaps remain in the schedule, SJH shall make the necessary adjustments to the schedule to ensure the proper mix and distribution of staff in order to meet patient care needs. The Nurse Manager or other supervisor will supervise the development of the mock-up schedule so that weekend, holiday and vacation schedules will be equitably distributed to the extent practicable.

42.3. Schedules shall be posted two (2) weeks before the start of the next four (4) week schedule. Such schedule shall be maintained until it is superseded by a new unit schedule or changed by the Hospital in an effort to maintain safe and quality levels of patient care. Such schedules shall not be altered without first seeking volunteers to provide needed coverage or changes, and without first discussing such changes and alternate suggestions with the affected employees. Such procedure with regard to volunteers and discussions shall also apply to alterations of established weekend cycles. Where there are changes to be made the least senior employee shall be the first to be affected. Consistent with the preceding language, if the resulting schedule fails to meet patient and Hospital needs, the supervisor shall make the final decision with regard to scheduling and notify the effected employees.

42.4. Scheduling of Short-Term Paid Time Off

In order to provide time off for employees while ensuring consistent staffing, the parties hereby agree that Full-time and Part time employees are entitled to Paid Time off (“PTO”)

42.4.1. Short-Term Paid Time Off is defined as pre-approved paid time off equal to or less than two 12-hour shifts or three 8-hour shifts in any work week.

42.4.2. Short Term PTO Requests. All requests for Short-Term PTO shall be submitted on a PTO request form to the Nurse Manager not later than 4 weeks prior to the start of the schedule containing the dates requested. A separate form must be submitted for each consecutive period of time requested. The employee shall then write his or her request on the unit calendar, where provided, in pencil for the benefit of other employees choosing dates for which to request time off. SJH shall send written confirmation of the approval,

denial or other action taken with respect to the PTO request to the requesting employee and to the Staffing Office. If the PTO request is approved, the requesting employee shall denote such approval of the PTO request on the unit calendar in ink.

42.4.3. Reasonable efforts shall be made to grant short term PTO requests, and such requests shall be granted on a first come, first-served basis and shall not be unreasonably denied. Requests made with less than the three weeks notice may be considered. Such approval lies within the sole discretion of SJH based upon patient needs, standards of care, and fair staffing practices. Requests for short-term PTO during the week of a holiday shall be considered only after individual holiday commitments have been addressed and will be granted solely on the availability of staff.

42.5. Scheduling of Extended Paid Time Off

42.5.1. Extended PTO is defined as a request to take paid time off in excess of two 12-hour shifts or three 8-hour shifts in any work week.

42.5.2. Extended PTO Requests. Each year beginning January 2nd through February 28th, SJH shall accept requests for Extended PTO. All requests for Extended PTO shall be submitted by the employee on a PTO request form. Space for a 1st, 2nd and 3rd choice shall be provided. The 2nd and 3rd choice will only be considered if the 1st choice cannot be granted. If two or more employees request the same days off then the employee with the greatest bargaining unit seniority will be given their first choice. No more than one (1) episode of a two consecutive week PTO will be granted to each employee during the time of May 1st to September 15th. Extended PTO shall not be granted for the time period between December 15th and January 3rd, unless a written request is reviewed by the Director of Nursing, and approved by the VP of Patient Care Services. SJH shall approve/deny/address all requests for Extended PTO submitted by February 28th no later than March 16th. Such requests shall not be unreasonably denied. A request consisting of greater than two consecutive weeks must be approved by the Nursing Director. Requests for Extended PTO during the week of a holiday will be considered only after individual holiday commitments have been addressed and will be granted solely on patient needs.

Requests for Extended PTO may be made after February 28th and will be considered on a first-come, first served basis. Such approval lies within the sole discretion of SJH based upon patient needs, standards of care, and fair staffing practices.

42.5.3. If the Extended PTO request is approved, the requesting employee shall denote such approval of the Extended PTO request on the unit calendar ,where provided, in ink. Any request for Extended PTO that does not conform to the procedure set forth in this section shall be denied by SJH. However, at its discretion, SJH may waive this provision and will be approved on a first come, first serve basis.

42.6. PTO Calendar. SJH shall provide a calendar on each unit that makes visible requests for PTO in order to show potential conflicts. Whenever possible, conflicts should be

resolved between staff with the help of the Manager if needed, prior to the submission of the PTO request form.

42.7. Nurses seeking time off are encouraged to find their own coverage and a nurse who finds her own coverage shall not be unreasonably denied the time. However, the covering nurse must be qualified to work the assigned shift or shifts, and the covering nurse must not be subject to premium or overtime pay at the discretion of the manager. All coverage requests must be submitted in writing to and approved by the manager and must be signed by both the covering nurse and original assigned nurse. The covering nurse signing the change of schedule form shall be accountable for covering the shift for the originally scheduled nurse. Absent a signed agreement, the original assigned nurse is accountable for coverage of the shift.

ARTICLE 43 – SCHEDULING CS

43.1. Scheduling of Extended Paid Time Off

43.1.1. Extended PTO is defined as a request to take paid time off in excess two 12-hour shifts or three 8-hour shifts in any workweek.

43.1.2. Extended PTO Requests. Each year beginning November 15th and ending December 31st, SJH shall accept requests for Extended PTO. All requests for Extended PTO shall be submitted by the employee on a PTO request form. Space for a 1st, 2nd and 3rd choice shall be provided. The 2nd and 3rd choice will only be considered if the 1st choice cannot be granted. If two or more employees request the same days off then the employee with the greatest bargaining unit seniority will be given their first choice. SJH shall approve/deny/address all requests for Extended PTO submitted by December 31 no later than January 15th. Such requests shall not be unreasonably denied. Typically requests for PTO more than two consecutive weeks shall not be granted without the express approval of the Program Director, and shall only be granted for exceptional circumstances. Requests for Extended PTO during the week of a holiday will be considered only after individual holiday commitments have been addressed and will be granted solely on patient needs.

Requests for Extended PTO may be made after December 31 and will be approved on a first come, first served basis. Such approval lies within the sole discretion of SJH based upon patient needs, standards of care, and fair staffing practices.

43.1.3. Any request for Extended PTO that does not conform to the procedure set forth in this section shall be denied by SJH. However, at its discretion, SJH may waive this provision on a case by case basis and will be approved on a first come, first serve basis.

43.1.4. PTO Calendar. SJH shall provide a calendar on each unit that makes visible requests for PTO in order to show potential conflicts. Whenever possible, conflicts should be resolved between staff with the help of the supervisor if needed, prior to the submission of the PTO request form.

43.2. Scheduling of Short-Term Paid Time Off

43.2.1. Short-Term Paid Time Off is defined as pre-approved paid time off equal to or less than two 12-hour shifts or three 8-hour shifts in any work week.

43.2.2. Short-Term PTO Requests. All requests for Short-Term PTO shall be submitted on a PTO request form to the supervisor not less than 24 hours prior to the day requested. A separate form must be submitted for each consecutive period of time requested. SJH shall send written confirmation of the approval, denial or other action taken with respect to the PTO request to the requesting employee. Any request for PTO that does not conform to the procedure set forth in this section shall be denied by SJH. However, at its discretion, SJH may waive this provision on a case by case basis.

43.2.3. Reasonable effort shall be made to grant short term PTO requests, and such requests shall be granted on a first-come, first-served basis and shall not be unreasonably denied. However such approval lies within the discretion of SJH based upon patient needs, standards of care, and fair staffing practices. Requests for short-term PTO during the week of a holiday shall be considered only after individual holiday commitments have been addressed and will be granted solely on the availability of staff.

43.3. Weekends.

Community Services employees who are not hired for the specific purpose of working weekends may be required to work no more than two weekend days per month, including on call, but may agree to work more.

ARTICLE 44 – WORK & MEAL BREAKS

44.1. SJH shall provide employees who are scheduled to work ten (10) and twelve (12) hours per shift with two (2) fifteen (15) minute paid “work break” periods and one (1) thirty (30) minute unpaid “meal break” period scheduled by the employee’s manager. Employees who are scheduled to work eight (8) hours per shift shall be provided with one (1) fifteen (15) minute paid work break and one (1) thirty (30) minute unpaid meal break. Breaks may not be used to report late or leave the work shift earlier, and may not be combined to extend the work or meal break time.

44.2. Employees shall make a reasonable effort to notify their manager or supervisor before working through a meal break. Such notification shall not apply to Community Services nurses.

44.3. Work breaks are non-accruing and, therefore, if unused, cannot be accumulated for pay or overtime purposes.

44.4. SJH may modify break periods based upon patient care needs and staffing requirements.

44.5. The number of employees taking breaks at the same time shall be subject to patient care needs and staffing requirements.

44.6. Employees may leave their building during unpaid meal breaks but must swipe out and swipe back in. Employees at Bridgeton, Elmer and the RMC may not leave their campus during paid break times.

ARTICLE 45 – TIME RECORDATION

45.1. Hospital employees may not swipe in for work earlier than six (6) minutes before the beginning of their shift or swipe out more than six (6) minutes after the end of their shift unless the employee first notifies SJH, unless such additional time is warranted by emergent circumstances. Employees may use any available clock to swipe in or out. Employees are expected to swipe in and out of work and to actually begin work at the start of their shift and to remain working on the work floor up to the end of their work shift.

45.2. Community Services employees will continue to follow the current practices regarding time recordation.

ARTICLE 46 – OVERTIME

46.1. Overtime Work

46.1.1. SJH may require employees to work overtime, consistent with applicable law.

46.1.2. Employees who work in excess of forty (40) hours in any workweek shall receive time and one-half (1.5) of their regular compensation rate for all hours worked for the overtime shift worked in excess of forty (40) hours in any workweek. By way of example, an employee with a base hourly rate of \$30.00 per hour and a differential of \$2.00 per hour shall earn \$48.00 per hour for all hour time worked over 40 hours in a specific workweek.

46.2. Voluntary Overtime or Extra Shifts

When overtime or extra shift (not greater than 40 hours) is deemed necessary by the Employer, the Employer shall ask for volunteers. Employees may not work voluntary overtime unless such overtime is requested by the employee and approved by SJH prior to the working of any such voluntary overtime. When two (2) or more employees volunteer for the overtime assignment and once overtime has been equally distributed, the Employer shall grant the overtime to the volunteer with the greatest amount of bargaining unit seniority who has made themselves available.

46.3. No Pyramiding of Overtime and other Pay

Under no circumstances shall overtime pay be computed on a pay rate other than the employee's regular compensation rate. Where both premium and overtime pay apply to the same hours, SJH is only required to pay the one rate that is highest, except as otherwise provided for in this agreement.

46.4. Non-Mandated Time Not Time For Calculating Overtime

Hours used by employees for all paid and unpaid leaves, educational and other programs not mandated by the Employer, hours related to maintaining certification and licensure, holidays, and all time used by employees not specifically directed by SJH, bona fide volunteer hours, and other hours specifically excluded in this Agreement shall not count as hours worked for the purpose of overtime pay except as otherwise provided for in this Agreement.

ARTICLE 47 – WEEKEND REQUIREMENT

47.1. Employees are required to work weekend shifts as scheduled but are required to work no more than every other weekend. SJH may waive this requirement on a shift by shift basis based upon the needs of the employee, patients need, staffing levels, and needs of SJH, provided this option is offered to all employees on an equitable basis.

47.2. Except in cases of serious injury or illness, unscheduled weekend absences shall be made up by the employee at a time of mutual agreement but no later than 6 months.

47.3. This shall not apply to employees hired with a specific weekend requirement.

ARTICLE 48 – HOLIDAY SCHEDULING

48.1. Holidays defined.

The parties recognize that the Employer's operation requires coverage on a twenty-four (24) hour a day, seven (7) day per week basis, and therefore, it may not be possible for employees to be off on the same day. Holidays are defined for the purposes of holiday pay as follows: (1) for 12 hour shifts, holidays are defined as beginning on 7:00 PM of the Eve of the holiday until 7:00 PM of the night of the holiday, except for Christmas Day and New Years Day which begin at 3:00PM; and (2) for 8 hour shifts, holidays are defined as beginning 11:00 PM on the Eve of the holiday to 11:00 PM on the night of the holiday, except for Christmas Day and New Years Day which begin at 3:00PM.

48.2. For the purposes of holiday pay, SJH recognized holidays:

- New Year's Day
- Easter (except Community Services)
- Memorial Day
- July 4th
- Labor Day
- Thanksgiving Day and
- Christmas Day

48.3. Holiday Pay

All regular full-time and regular part-time Hospital employees, except Midwives, who work on any of the holidays listed in this Agreement shall be paid at the rate of two (2) times the employee's base rate of pay. All regular full-time, part-time, and 12 hour CS employees, except RAHEs, who work on any of the holidays listed in this Agreement shall be paid at the rate of 1.5 times the employee's base rate of pay. There shall be no "pyramiding of time" (as defined by Section 46(c)) when working a holiday. If an employee has an unscheduled absence forty-eight (48) hours preceding or following a holiday, if scheduled to work, the employee may not use PTO time for payment relating to the unscheduled absence(s).

48.4. Holiday Scheduling

48.4.1. Except as modified by this Agreement, Hospital employees are required to work weekend shifts as scheduled and are required to work every other holiday. CS employees are required to work one "hot" and one "cold" holiday, up to two (2) in a calendar year. SJH in its sole discretion, may waive this requirement on a shift-by-shift basis based upon the needs of the employee, patient needs, staffing levels and needs of SJH, and excuse employees starting with the employee with the greatest bargaining unit seniority.

48.4.2. Holiday rotation will take precedence over regular work schedule. If the holiday that the employee must work occurs on their regular weekend off, they must work the holiday.

48.4.3 Arrangements may be made between employees of equal status to switch holidays or to switch weekends to work on the weekend in which the holiday occurs. This must be put in writing, signed by both employees, and approved by SJH. SJH shall not approve any agreements to switch holiday shifts more than three weeks prior to the earliest holiday being switched. The employee accepting responsibility to work the holiday pursuant to such an agreement shall have the responsibility to cover any vacancy that may occur if that employee is unable to cover that shift for any reason. Any agreement to switch holiday obligations made between employees of equal status shall not change the holiday rotation for the rest of the year, or for the next year, for either party.

ARTICLE 51 – ON-CALL, HOSPITAL

51.1. Scheduled On-Call

51.1.1. Procedure

51.1.1.1. SJH shall have the right to schedule employees to be on call and such employees will be considered to be on Scheduled On-Call status. Any employee who is notified that they may be called to return to work outside their regular work hours will be considered on Scheduled On-Call status. Employees in this status must be able to be contacted and return to work according to the approved departmental time frame established according to urgency of desired arrival.

51.1.1.2 Employees who are Scheduled On-Call and cannot be reached by telephone, refuse to come to work, refuse to be on call or do not reach the hospital within the established time frame are subject to disciplinary action, up to and including termination.

51.1.1.3 Employees may not remain in the hospital during scheduled on-call hours without authorization of SJH.

51.1.2. On-Call Pay

Employees will be paid a rate of \$3.00 per hour for the time that they are on-call but not required to be physically at work (“beeper pay”). If an employee is called into work under this subsection, that employee shall be guaranteed a minimum of four hours pay. Employees will be paid 1.5 times their regular rate of pay for all hours worked while physically at work (“On-call Pay”). If an employee works less than four hours when called into work, that employee shall receive On-call Pay for actual hours worked and four hours minus actual hours worked at their regular rate of pay. For example, an employee who is called in for two hours of actual work shall be paid at 1.5 times their regular rate of pay for those two hours and paid at their regular rate of pay for the remaining two hours. All compensation under this section shall not be pyramided with any other premium pay, such as overtime, holiday. Refer to 46(c). (non-pyramiding section).

51.2. Unscheduled Emergency Call-In

51.2.1. Procedure

51.2.1.1 Unscheduled Emergency Call-In is any employee who is called to return to work on an emergency basis outside their regularly scheduled work hours and who is not on Scheduled On-Call status, excluding employees who are called in to replace regularly scheduled employees. Unscheduled emergency call-in is voluntary.

51.2.1.2 An appropriate member of the administrative staff must approve all unscheduled Emergency Call-In time in advance. If the administrative staff member is not available, Emergency Call-In must be approved by the Nursing Shift Supervisor acting in the capacity of such an administrative staff member.

51.2.1.3 In a declared disaster, the Unscheduled Emergency Call-In provisions of the policy apply, provided the employee reaches the Hospital within one-half hour of notification.

51.2.2. On-Call Pay

If an employee is called into work under this subsection, that employee shall be guaranteed a minimum of four hours pay. Employees will be paid 1.5 times their regular rate of pay for all hours worked while physically at work (“On-call Pay”). If an employee works less than four hours when called into work, that employee shall receive On-call Pay for actual hours worked and four hours minus actual hours worked at their regular rate of pay. For example, an employee who is called in for two hours of actual work shall be paid at 1.5 times their regular rate of pay

for those two hours and paid at their regular rate of pay for the remaining two hours. All compensation under this section shall not be pyramided with any other premium pay, such as overtime, holiday. Refer to 46(c). (non-pyramiding section).

51.3. Standby

51.3.1. Procedure

In the event that SJH must call-off employees in accordance with this Agreement, an effected employee, upon request of their manager, may volunteer to be placed on stand-by status, in lieu of a call-off. The employee shall accrue vacation, holiday and sick time on all hours cancelled as if they were worked hours. The employee shall report to work within one hour of being notified.

51.3.2. Compensation

The employee is paid \$3.00 per hour for hours on standby, similar to beeper pay. If an employee is called into work under this subsection, that employee shall be guaranteed a minimum of four hours pay. Employees will be paid 1.5 times their regular rate of pay for all hours worked while physically at work (“On-call Pay”). If an employee works less than four hours when called into work, that employee shall receive On-call Pay for actual hours worked and four hours minus actual hours worked at their regular rate of pay. For example, an employee who is called in for two hours of actual work shall be paid at 1.5 times their regular rate of pay for those two hours and paid at their regular rate of pay for the remaining two hours. All compensation under this section shall not be pyramided with any other premium pay, such as overtime, holiday. Refer to 46(c). (non-pyramiding section).

51.4. Time Recordation

On-call and Standby employees are required to clock in when they return to work and clock out when they complete their work.

ARTICLE 52 -COMMUNITY SERVICES ON-CALL

52.1. Scheduled On-Call

52.1.1. Procedure. Any employee that is scheduled to be available to work, but not physically present at work, outside of their regular work hours will be considered on Scheduled On-Call status. Employees in this status must be able to be contacted and return to work according to the approved departmental time frame established according to urgency of desired arrival.

52.1.2. Employees who are Scheduled On-Call and cannot be reached by telephone, refuse to come to work, refuse to be on call or do not reach the assigned workplace within the established time frame are subject to disciplinary action, up to and including termination.

52.1.3. Before the beginning of the calendar month, SJH shall first ask for volunteers prior to assigning Scheduled On-Call. Volunteers shall be assigned on an equitable basis. If there are no

volunteers available to cover an on call assignment, then SJH shall assign on call involuntarily on a rotating basis. RAHE, Per Diem and 12 Hour employees are not assigned involuntary on-call.

52.1.4. Compensation

The employee shall be paid \$3.00 per hour for hours on call Monday through Friday, and \$4.00 per hour for hours on call Saturday and Sunday, similar to beeper pay. Employees will be paid 1.5 times their regular rate of pay for all hours worked while physically at work. All compensation under this section shall not be pyramided with any other premium pay, such as overtime and holiday pay. Refer to Article 46(c) (non-pyramiding section).

52.2. Time Recordation

Time recordation shall be maintained consistent with current practices utilized by Community Services.

ARTICLE 53 - WAGES

53.1. Definitions

53.1.1. Base Rate of Pay

The base rate shall be defined as the employee's hourly rate of pay as set forth on the wage scale table in Section H without any differential, bonus, incentive, or premium pay.

53.1.2. Regular Compensation Rate

Regular compensation rate shall be defined as the employee's base hourly rate of pay plus any differentials.

53.1.3. Premium Compensation Rate

Premium Compensation Rate of pay shall be defined as 1.5 times the employee's regular compensation rate and shall include holiday pay for regular full and part time Community Services employees that qualify for holiday pay set forth in Article 48, on-call and overtime compensation.

53.1.4. Double Time Compensation Rate - Hospital Employees Only

Double Time Compensation Rate of pay shall be defined as two (2) times the employee's regular compensation rate and shall only apply to regular full and part time hospital employees who qualify for holiday differentials set forth in Article 48.

53.2. Overtime

Employees shall be paid one and one-half (1 ½) times their regular compensation rate of pay, for all time in excess of forty (40) hours within a work-week. However, preceptor pay and charge nurse pay shall not be counted when calculating the applicable overtime rate.

53.3. Shift Differentials

All current SJH practices and pay involving shift differentials shall remain in effect throughout the duration of this Agreement.

53.4. Daylight Savings/Standard Time:

Employees shall be paid for the actual number of hours worked.

53.5. Mileage

Current reimbursement practice and rates will continue. Reimbursement rates shall be at the prevailing IRS rate.

53.6. New Hires

New hires will not be placed on a step of the applicable Wage Scale that is higher than any current employee with the same level of experience in their position. The amount of credited experience shall establish the employee's starting level on the wage scale, from which the employee shall progress through their employment.

53.7. Wage Adjustment and Correction

Within thirty-days of ratification, employees will be placed on their applicable Wage Scale. The amount of credited experience shall establish the employee's starting level on the Wage Scale Table, from which the employee shall progress through his/her employment. To ensure proper placement on the wage scale, each employee, within thirty (30) days from the date of ratification of this Agreement, will receive notice from the Employer indicating the years of experience as an RN and the date of hire. A copy shall also be sent to the Union. Employees shall report any errors to SJH within thirty (30) days from the date of mailing of SJH's notice. Failure of the employee to report an error shall constitute an irrevocable waiver of that error and ratification that SJH's designation is correct. Errors in calculated years of experience will be corrected by the employer no later than two pay periods from the date of notification.

53.7.1. No employee will have their current base rate reduced in any way based upon this Article. Where an employee's pre-Agreement base rate is more than their base rate set forth in this Agreement, the employee's base rate shall be "red circled," and the employee shall not be entitled to any increases in their base rate (either across-the-board-increases or Step increases) until the employee's base rate in the Agreement is equal to the employee's pre-Agreement base rate. Nothing in this Article prevents SJH from increasing or reducing an employee's pay rate if the employee accepts a position outside of their current job classification.

53.7.2. All wage adjustments shall also apply to probationary employees.

53.7.3. Employees shall have their Wage Scale experience established as follows:

RN Experience counts toward credited service	RN Experience does not count toward credited service
Acute care hospital	Legal Nursing Consultation
Long-term care	Physician office experience
Home Care	Utilization review
Per Diem, Hospital, Long Term Care or Home Care	Camp and Cruise Ship Nurse
Time at SJH on approved LOA	Time spent not working as a Registered Nurse
Nursing Management Experience	Parrish/Church Nurse
Clinical teaching experience (Nursing School)	International Nurse
Psychiatric nursing	Casino Nurse
Paramedic RN	Case Management
Flight RN	Non-clinical classroom teaching experience
Occupational Health	Any other non-clinical experience not listed here
School Nursing	
Peace Corps Nurse	

53.8. Base Rate Wage Scales.

53.8.1. Wage Scale - Full Time, Regular Part Time, Regular Weekend RNs

South Jersey Hospital			Community Svcs		
Step ¹	RN	Nurse Prac	Nurse Midwife ²	RN ³	Adult Day
0-1	25.95	31.50	48.92	24.95	22.00
1	26.25	32.29	49.36	25.25	22.30
2	26.51	33.09	49.81	25.55	22.60
3	26.81	33.92	50.25	25.85	22.90
4	27.08	34.77	50.71	26.15	23.20
5	27.66	35.81	51.16	26.45	23.50
6	28.20	36.89	51.57	26.75	23.80
7	28.76	37.99	51.98	27.05	24.10
8	29.29	39.13	52.40	27.35	24.40
9	29.84	40.31	52.82	27.65	24.70
10	30.38	41.52	53.24	27.95	25.00
11	30.73	42.14	53.67	28.25	25.30
12	31.07	42.77	54.10	28.55	25.60
13	31.42	43.41	54.53	28.85	25.90
14	31.77	44.06	54.97	29.15	26.20
15	32.12	44.73	55.41	29.45	26.50
16	32.37	45.17	55.85	29.75	26.80
17	32.61	45.62	56.30	30.05	27.10
18	32.88	46.08	56.75	30.35	27.40
19	33.11	46.54	57.20	30.65	27.70
20	33.37	47.01	57.66	30.95	28.00
21	33.56			31.25	28.30
22	33.76			31.55	28.60
23	33.96			31.85	28.90
24	34.16			32.15	29.20
25	34.36			32.45	29.50
26	34.55			32.75	29.80
27	34.75			33.05	30.10
28	34.95			33.35	30.40
29	35.15			33.65	30.70
30	35.36			33.95	31.00

RN - Registered Nurses Nurse Prac - Nurse Practitioners	Adult_Day - Adult Day Care
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¹ Step indicates years of experience as an RN as defined by 53.7 of this Article.

² Regular full-time Nurse Midwives are salaried employees and receive an annual salary of their base rate times 2080, regardless of the number of hours actually worked.

³ Homecare and Hospicecare RNs.

53.8.2. Wage Scale – Per Diem and CRTs - Hospital

RN Unit Based Per Diem

RN	Day	Night
Weekday	36.40	41.60
Weekend	41.60	46.80
Holiday	46.80	52.00

RN Central Resource Team - Hospital

RN	Day	Night
Weekday	31.20	39.52
Weekend	36.40	44.72
Holiday	41.60	49.92

Per Diem and CRT employees shall not qualify for differentials or premium pay except where required by law.

53.8.3. Wage Scale - Per Diem - Community Services

Per Diem hired by Community Services shall be paid a base rate commensurate with their years of experience on the Community Services Wage Scale Table 53.8.1 of this Article. Per Diem employees shall not qualify for differentials or premium pay except where required by law.

53.8.4. Wage Scale - Per Diem Nurse Practitioners, Nurse Midwives

Per Diems hired into the positions listed above shall be paid a base rate commensurate with their years of experience on the respective Wage Scale Table 53.8.1 of this Article. Per Diem employees shall not qualify for differentials or premium pay except where required by law.

53.8.5. Wage Scale -Regular After Hour Employees (Community Services)

53.8.5.a. Regular After Hour Employees (RAHE) are employees who are regularly scheduled to be on-call and available to work between 4:00 pm and 8:00 am Monday through Saturday, 8:00 am Saturday to 8:00 am Monday, as well as holidays and other times the office is closed.

53.8.5.b. RAHEs are expected to work alternating seven (7) day schedules, and shall be paid a flat rate of their hourly base rate (wage scale table 53.8.1.) times 80 hours for their entire weekly shift. This flat rate includes payment for being on call, as well as for all work performed during their weekly shift, including all administrative work as well as patient care work performed. RAHEs who perform over 40 hours of actual patient visitation work per week shall be entitled to overtime at a rate of 1.5 times their base rate for all actual patient visitation hours worked, including travel time but excluding administrative time.

53.8.6. Wage Scale Increases

Employees on scale 53.8.1 shall advance one step on the salary scale on the anniversary date of hire of the employee.

Subject to the red circle provision of Article 53.7.1., effective June 1, 2008, SJH shall increase the base rates in 53.8.1 through 53.8.5 by five percent (5 %).

Subject to the red circle provision of Article 53.7.1., effective June 1, 2009, SJH shall increase the base rates in 53.8.1 through 53.8.5 by four and a half percent (4.5 %).

53.9. An Employee who currently participates in the retention bonus program via written contract with SJH shall continue to receive their annual incentive under the program until the date the contract expires.

53.10. Charge pay.

Nurses who volunteer to work or are otherwise assigned “charge” shall receive a differential of \$0.45/hour. This differential shall not be counted when calculating the applicable overtime rate.

53.11. Pay Periods and Pay Checks.

1. Pay Period will continue as every two weeks.
2. All paychecks will be delivered in envelopes.
3. Pay stubs will clearly identify specific hours worked, hours worked year to date, and compensation, including rates, differentials, and any and all deductions.
4. When an error in pay has been brought to the attention of the Department Head or designee, the Employer will issue a check with the correction on the regularly scheduled payday that occurs three (3) days following the resolution of the error. In the event the delay in payment results in a bank charge or penalty due to Employer error, the Employer will issue a letter of explanation to the bank and give a copy to the employee.
5. Direct Deposit shall continue to the same extent as for non-Union, non-management employees.

53.12. Retroactivity.

Hospital RNs shall receive their 4% increase reflected by the Wage Scales in Sections 53.8.1 through 53.8.5 retroactive to June 1, 2007. CS RNs shall receive a retroactive increase, if any, to June 1, 2007 based on the difference between the RN's increase in April, 2007 and 4%.

ARTICLE 54 – RETIREE MEDICAL TRUST

54.1 General Contribution from Wages

Within twelve (12) months after ratification of the agreement by the Union, full-time and part-time employees of the bargaining unit will participate in a secret ballot referendum vote to participate in a mandatory employee contribution to the HPAE Retiree Medical Trust. Based upon an affirmative result, the Employer shall facilitate the payment of a monthly mandatory employee contribution of \$.20 per hour (not to include overtime hours or on-call hours) for each full-time and part-time employee covered by this agreement. Upon notice of an affirmative vote, SJH will implement mandatory employee contributions on the first pay period of the month, twelve (12) months after the ratification of the agreement. No payroll check-off by employees will be required; instead, the employer will transfer one check for this purpose of employee contributions, representing \$.20 per hour for each full-time and part-time employee who worked in that month. The monthly per capita amount of employee contributions shall be included in each employee's salary for purpose of calculating retirement benefits and will be withheld pursuant to applicable law.

54.2 The above will be applicable on September 1, 2009 unless the hospital offers a comparable or better plan to employees in the bargaining unit by May 1, 2009. The Employer will present the details of any alternative plan to HPAE at least 60 days before May 1, 2009. The issue of whether or not the plan is comparable or better will be subject to the grievance and arbitration procedure. If the Union challenges the plan in arbitration the implementation of either plan will occur after the arbitration decision.

54.3 It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article and the Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, and other forms of liability that might arise out of or by reasons of any action, claim, demand or suit by any person which may involve or be in whole or in part based upon collection or deduction of any money by the Employer submitted to the Retiree Medical Trust pursuant to this Article. Once the funds are remitted to the Trust, the disposition thereafter shall be the sole and exclusive obligation and responsibility of the Trust. So long as the Employer makes payment of the contributions directed by the Union in the amount specified, the Employer shall have no additional liability or responsibility to any of the Union, the Retiree Medical Trust, or the employees for whom the deductions are made. The employer does not agree to be covered by or be bound by Trust Agreement establishing the HPAE retiree medical trust. The employer is not a party to the trust agreement.

54.3 All tax treatment of the amounts withheld shall be in accordance with applicable law as provided in a private letter ruling issued by the Internal Revenue Service to the Union or the Retiree Medical Trust.

ARTICLE 55 – LEAVE OF ABSENCE

For the duration of this Agreement, bargaining unit employees shall be eligible for Leaves of Absence consistent with the SJH Leave of Absence policies in effect as of the effective date of

this Agreement, and applicable law, including but not limited to Family Medical Leave and Personal Leave.

ARTICLE 56 – VOTING TIME OFF

56.1. SJH may grant up to two (2) hours unpaid time off to vote in general, direct, primary and presidential elections under the following conditions:

56.1.1. The employee is a registered voter.

56.1.2. There is insufficient time for the employee to vote outside his or her regular working hours. An employee is considered to have sufficient time if the polls are open two (2) hours before or after the employee's working hours.

56.1.3. An employee who has reason to believe that time off to vote will be needed will give their manager/supervisor at least one week notice.

ARTICLE 57 – BEREAVEMENT LEAVE

57.1 Full time and regular part-time employees will be paid for all days off in which they were scheduled to work during the three consecutive days immediately following the death of an Immediate Family Member. "Immediate Family Member" is defined as mother, father, stepmother, stepfather, mother-in-law, father-in law, sister, brother, stepsister, stepbrother, spouse, civil Union partner, child and stepchild. If additional time is necessary, an employee may request approval for the use of PTO time.

57.2 Full-time and regular part-time employees will also be eligible for one (1) regularly scheduled day off (12 hours maximum) with pay at the time of the death of a grandparent, grandchild, sister-in-law, brother-in-law, daughter in-law, son-in-law, stepparent-in-law, and grandparent-in-law.

ARTICLE 58 – MILITARY LEAVE

Military leave will be provided according to applicable law.

ARTICLE 59 – JURY DUTY & LEGAL TIME OFF

59.1. SJH agrees to compensate regular full-time, and regular part-time employees for a period of up to three weeks of their regularly scheduled hours, not including extra shifts or overtime hours, that are missed because of jury duty and grand jury duty.

59.2. SJH shall pay the employee their base rate. Hours paid shall not count as hours worked, and therefore, shall not count for the purposes of accruing benefits or earning other entitlements under this Agreement.

59.3. Employees are required to give their manager advance notice of the summons for jury duty and shall be paid for absence due to jury duty on regularly scheduled workdays only. Employees who work the day and evening shift shall be off the same day. Employees who work the night shift shall be off the preceding night, excluding the first four hours of the 7p-7a shift preceding the jury duty day.

59.4. To be compensated, employees must notify their manager daily and must submit proof of service with their time records in order to receive payment. If the manager is not notified and/or the proof of service is not provided, the time shall be charged as unscheduled paid time off.

59.5. Employees who are issued subpoenas by SJH and/or who are requested by SJH to testify regarding SJH business shall be paid their regular compensation for all hours spent on activities surrounding the subpoena and/or request.

59.6. Employees who are issued subpoenas by parties other than SJH and are scheduled to work on the date in which they have been ordered to appear, shall be granted the time off and must use their PTO time. Such absences shall not count as an unscheduled absence, provided that the employee notified SJH upon receipt of the subpoena or as soon as practicable thereafter.

ARTICLE 61 - BENEFITS

61.1. Health, Prescription Drug, Dental, Vision, Life Insurance and Long Term Disability plans.

61.1.1. Except as may be provided for in this Agreement, the Employer shall make available to bargaining unit employees the same Health, Prescription Drug, Dental, Vision, Life Insurance and Accidental Death and Dismemberment, Long Term Disability, Critical Care/Illness insurance which it provides to non managerial, non bargaining unit employees.

61.1.2. SJH shall have the sole discretion to change or modify these benefits. However, during the life of this Agreement, SJH shall not terminate these benefits and shall maintain these benefits at the same level as SJH does for non management, non bargaining unit employees.

61.1.3. The contribution levels charged to bargaining unit employees for these benefits will be equal to those charged to non-management, non bargaining unit employees within the same classification and same wage tier. In any event, the total cost of any increase in employee premium co-payments for a bargaining unit employee shall not be greater than the increase for any comparable non-management, non-bargaining unit employee in any tier, i.e. any non-management, non bargaining unit employee in the same classification (regular full-time and regular part-time) and with the same type of coverage (Single, Family, etc.). Further, the contribution levels for bargaining unit employees shall be no greater than 17.5% of premiums.

61.1.4. In the event of exceptional economic circumstances effecting the Plans or the Employer, SJH and the Union agree to negotiate any proposed changes to the contribution levels outside of the levels set forth in paragraph A(3).

61.2. 403(b) and Target Benefits Plan

61.2.1 SJH shall provide the same 403(b) and Target Benefits Plan as provided to comparable non managerial, non bargaining unit employees. During the life of this Agreement, SJH shall not terminate these benefits, and there shall be no material modification of the plans as it applies to bargaining unit employees without agreement between the Employer and the Union except as may be required by applicable law or regulations, and except where dictated by exceptional economic circumstances.

61.2.2. In the event of exceptional economic circumstances effecting the Plans or the Employer, SJH and the Union agree to negotiate any proposed changes to the contribution levels outside of the levels set forth above.

ARTICLE 62 – ANCILLARY BENEFITS

62.1 To the extent that SJH controls the following ancillary benefits, they shall continue for the term of this Agreement: Free Parking, Day Care Reimbursement, and Fitness Connection Discounts.

62.2 SJH shall continue to provide ancillary benefits to Community Services and Hospital bargaining unit employees that are not specifically expressed in this Agreement at the same level as provided to all similarly situated non-management, non bargaining unit employees in these entities.

62.3 Any decision by SJH to change, modify, or terminate ancillary benefit levels shall not be subject to bargaining with the Union. SJH shall notify the Union of any decision by SJH to change, modify, or terminate any of these system wide ancillary benefits, and upon request shall bargain over the effects of such changes upon bargaining unit employees only to the extent required by law.

ARTICLE 63 – HEALTH & SAFETY

63.1. SJH and the Union recognize that employee and patient health and safety is of paramount importance. As part of a continuous effort to improve health and safety of patients and employees:

63.1.1. SJH and employees will observe and comply with all local, state, and federal health and safety laws and regulations, and will provide and maintain a safe and healthy workplace, free of recognized hazards.

63.1.2. SJH health and safety committees shall be open to bargaining unit employees to the same extent and on the same terms as they are open to non-bargaining unit, non managerial employees.

ARTICLE 64 - SEVERABILITY

If any term or provision of this Agreement, or the enforcement of any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable

or enforced or performed, except to the extent permitted by law. If, at any time thereafter, such provision or its enforcement or performance shall no longer be unlawful, then such provision shall be reinstated as of the date it becomes lawful and shall continue in full force and effect for the balance of the term of this Agreement. If either party determines that a revision is necessary in the intervening period between the time said language was originally deemed to be unlawful and the time at which such language was deemed to be lawful again, then they will notify the other party of the intent to negotiate an alternate lawful provision on the same topic. The parties agree to meet within thirty (30) days of said notice. In the event the parties cannot reach an agreement within 30 days after the first meeting the matter shall be submitted to expedited arbitration under the terms of the Agreement. Any new language, side-letter, additional agreement or Award shall govern and shall be deemed to replace the original language in the Agreement, and shall remain in full force and effect for the balance of the term of this Agreement.

ARTICLE 65 - DURATION

This Agreement shall expire on May 31, 2010 at 11:59 PM

ARTICLE 66 – MANAGEMENT RIGHTS

66.1 The management and control of South Jersey Healthcare and the direction of the work force rest exclusively with South Jersey Healthcare, and except as otherwise limited by an express provision of this Agreement, South Jersey Healthcare shall retain the absolute right to exercise complete control and discretion over its organization, employees, management, operations, and technology, and shall have the full and absolute right to make any decisions affecting its organization, employees, management, operations, and technology. Such management rights include, but are not limited to: create, change, discontinue, manage, administer, sell, assign, transfer, and control South Jersey Healthcare's operations, programs, activities, mission and resources; plan, direct and control all duties and functions performed by employees; hire, train, orient; precept, educate, classify, demote, transfer, assign, supervise, layoff, discipline, suspend, and discharge; promote to positions within or outside the bargaining unit; determine or change the starting and quitting time, length of shift and the number-of hours worked per day and per week; require overtime as permitted by law; establish and change work schedules; determine the staffing numbers and composition for each department and shift and to select and determine the number and types of employees to provide patient care; assign work to employees; establish nurse to patient staffing ratios; establish and change work schedules and assignments; establish and implement on-call procedures and/or policies and to require employees to meet on call requirements established by South Jersey Healthcare; establish and implement call in procedures and/or policies and to require employees to report to work in accordance with the policies and/or procedures; assign or transfer employees temporarily or permanently to other classifications, work areas or facilities; assign or transfer equipment or facilities temporarily or permanently; direct, plan and control facility operations; exercise control and discretion over the organization and efficiency of operations; change or eliminate existing methods, materials, equipment, facilities and reporting practices and procedures and/or to introduce new or improved ones; assign or contract out all or any part of the work currently

performed by bargaining unit employees or new work, including the right to utilize the services of agencies, contractors, non bargaining unit personnel, suppliers, contractors and volunteers; determine what products and methods shall be used; control all property of the South Jersey Healthcare; create, modify, combine or abolish any job classifications or title; create, promulgate reasonable work rules, policies and regulations; Communicate, modify, interpret and enforce work rules, policies and regulations on any matter that is not specifically and unambiguously provided for in this Agreement to the contrary, including but not limited to rules, regulations and standards addressing conduct, patient care, attendance, employment and safety; create, promulgate, enforce and modify employee handbooks, manuals, orientation documents, publications, newsletters, and any other documents or memoranda addressing any rights reserved by South Jersey Healthcare under this Article; lay off and relieve employees from duty because of lack of work or other reasons, and to determine the extent and duration of such layoff; determine the number of departments and units and the work to be performed therein; create, discontinue, enlarge, reduce, consolidate or reorganize any department or unit; transfer any or all operations to any location or discontinue the same in whole or in part; merge with any other institution; sell or close any and all operations; determine the methods, procedures, and equipment to be utilized by employees in the performance of work; utilize employees wherever necessary in cases of emergency or in the interest of patient care within the discretion of South Jersey Healthcare; introduce new or improved methods or facilities regardless of whether or not such introduction may cause a reduction in the working force; establish and administer programs, policies and procedures related to research, education, training, operations, services and maintenance of the South Jersey Healthcare's operations; determine staffing patterns including but not limited to the assignment of employees, number of employees employed, duties to be performed, qualification and areas worked; select and determine the type and extent of activities in which it will engage and with whom it will do business; determine policies and procedures with respect to patient care; determine or change the methods and means by which its operations are to be carried on; take any and all actions it determines appropriate, including the subcontracting of work, to maintain efficiency and appropriate patient care; and in all respects to carry out the ordinary and customary functions of management.

66.2 The foregoing statement of the rights of management and of SJH's functions are not all inclusive, but indicate the type of matters or rights which belong to and are inherent in management, and shall not be construed in any way to exclude other management functions not specifically enumerated. Any of the rights, powers, or authority SJH had which have not been expressly limited by the terms of the collective bargaining agreement between the parties are retained by SJH. Failure to exercise any of the functions, whether or not expressly stated herein, shall not constitute a waiver thereof. SJH shall provide the Union with proper notice by law.

66.3. The Union, on behalf of the employees, agrees to cooperate with South Jersey Healthcare to attain and maintain full efficiency and optimal patient care.

66.4. Any of the rights, power or authority South Jersey Healthcare had prior to the signing of this Agreement, as determined by the policies, past practices and conduct of South Jersey Healthcare, are retained by South Jersey Healthcare.

66.5. South Jersey Healthcare's exercise of any retained right in a particular manner, or the non-exercise of such right in any particular manner, shall not operate as a waiver of South Jersey Healthcare's rights hereunder, or preclude South Jersey Healthcare from exercising its rights in a different manner in the future.

66.6. SJH shall notify the Union of any changes in policies and practices that affect bargaining unit employees, and shall discuss with the Union upon request and bargain over the effects of such changes upon bargaining unit employees to the extent required by law.

66.7 The preceding paragraphs shall not be deemed as a waiver by the Union of any right it may have to negotiate under this Agreement or as required under applicable laws or statutes.

ARTICLE 67 - SUBCONTRACTING

SJH retains the right to sub-contract any bargaining unit work in the future based upon patient care needs or economic considerations, provided that such sub-contracting will not be done for the purpose of laying off employees in the bargaining unit – although the effect of such subcontracting may result in layoffs. Before any final decision regarding subcontracting is reached, SJH will meet with the Union as soon as practicable to negotiate with the Union as to the effects of such decision.

ARTICLE 68 – NO STRIKE OR LOCKOUT

68.1 During the life of this agreement or any extension thereof, the Union, its officers, agents, representatives, members and employees (herein denoted as "Union"), agree that they will not collectively, concertedly or individually encourage, direct, authorize, condone, participate in, threaten or sanction any strike (whether it be economic, unfair labor practice, sympathy or otherwise) slow down, walk-out, sit-down, picketing or other stoppage of work, retarding of work or boycott, whether they be of a primary or secondary nature, or any other activities which directly or indirectly interfere with or interrupt SJH's operations or the presentation of its services for any reason, whether employees are on duty or off duty, including the concerted use of sick time or unlawful refusal to work overtime. The Union shall not refuse to cross the picket line of its own Union or another Union which is established at SJH facilities or any location affiliated with SJH, nor will it engage in any activities which prevent or attempt to prevent the access of any person to SJH's facilities during the term of this Agreement. The term strike shall include a failure to report to work because of a primary or secondary picket line at SJH premises, whether established by this or any other Union. The activities referenced above shall be defined as "Prohibited Activity" for the purpose of this Article.

68.2 Nothing in this Article shall prohibit bargaining unit employees from distributing information or other activities, including informational picketing, provided that they do not rise to the level of Prohibited Activities.

68.3 Any employee engaging in, participating in or encouraging Prohibited Activity will be subject to discipline up to and including discharge.

68.4. Any claim, action or suit for damage either party may have against the other for violation of this Article may be brought in a court of competent jurisdiction or through the contractual grievance procedure.

68.5. In the event that Prohibited Activity occurs, the Union and its officers, agents and representatives shall immediately commence (within three (3) hours of a request by SJH) positive and evident steps to bring such Prohibited Activity to an end and to have those involved cease such Prohibited Activity. These steps shall involve at least the following:

68.5.1. Publicly and unconditionally repudiate and denounce the Prohibited Activity by employees and/or Union agents/employees through a press release and through memoranda to its members.

68.5.2. Advise SJH in writing that the Prohibited Activity by employees has not been called, requested or sanctioned by the Union.

68.5.3. Notify employees in writing of its disapproval of the Prohibited Activity and instruct such employees to cease such Prohibited Activity immediately.

68.5.4. Post notices at the Union bulletin boards that it disapproves the Prohibited Activity and to cease such Prohibited Activity immediately.

68.5.5. Refrain from giving any aid, encouragement, or support of any sort whatever to employees who are engaging in Prohibited Activity.

68.5.6. The obligations of the Union, and its officers, agents and representatives are in addition to any other obligation imposed by law or any other remedy, liability or right provided to SJH.

68.6 During the life of this agreement or any extension thereof, SJH agrees that there shall be no lockouts of employees.

ARTICLE 69 – ENTIRE AGREEMENT

69.1 This Contract contains the entire understanding, undertaking, and fully bargained for Agreement for SJH and the Union, and represents matters of collective bargaining for its term. Changes to this Agreement, whether by addition, waiver, deletion, amendment or modification, must be reduced to writing and executed by both the Union and SJH. There will be no individual agreements made between the Employer and individual members of the Union.

69.2. No term or condition of this Agreement shall become effective until the Agreement has been ratified and executed by all parties hereto. No term or condition of this Agreement shall have retroactive effect unless otherwise stated in this Agreement.

69.3 Nothing in this Article shall preclude SJH from implementing and/or terminating programs that provide employees compensation and benefits that are in addition to what is required under this Agreement. SJH shall negotiate with the Union over such programs prior to

implementation. SJH shall have the sole authority to terminate such programs unless otherwise agreed to by SJH and the Union.

69.4 SJH shall have the discretionary authority to continue or terminate discretionary compensation programs currently in place such as Premium Incentive Pay, Extra Shift Contracts, Hiring Bonuses, Referral Bonuses, Retention Bonuses, and Student Nurse Loan Forgiveness Program.

ARTICLE 70 - PROFESSIONAL NURSING LADDER – (Hospital Staff RNs Only)

70.1. SJH and HPAE support the pursuit of continued education and application of such education to our patients, employees and the communities in which we serve. This Professional Nursing Ladder provides incentives to RNs to pursue these goals.

70.2. All full-time and part-time Hospital Staff RNs shall be eligible to apply for annual incentives under the Professional Nursing Ladder as follows:

Annual Eligibility Requirements	RN	BSN	MSN	Continuing Ed Reimbursement
<p>Level I - 6 months of continuous experience at SJH</p> <ul style="list-style-type: none"> Satisfactory Completion of Orientation No disciplinary suspension during 6 month eligibility period Satisfactory completion of Performance Improvement Plan (if applicable) Completion of Project or Committee participation Attendance at 50% of staff meetings 		1000.00FT 500.00 PT	1250.00FT 625.00 PT	100.00 FT 50.00 PT
<p>Level II - 1 year experience at SJH</p> <ul style="list-style-type: none"> National Certification in nurse’s specialty area of practice Satisfactory Annual Performance Review (overall rating of 3 or higher) No disciplinary suspension during one year eligibility period Satisfactory completion of Performance Improvement Plan (if applicable) Completion of Project Attendance at 50% of staff meetings Active participation in shared governance evidenced by attendance of 50% council meetings including UB practice meetings or 50% attendance at labor management or safety meetings or other committees (or any combination) 	1500 FT 750.00 PT	2500.00 FT 1250.00 PT	3000.00 FT 1500.00 PT	200.00 FT 100.00 PT
<p>Level III- at least 2 years experience at SJH</p> <ul style="list-style-type: none"> National Certification in nurse’s specialty area of practice 	2000.00 FT 1000.00 PT	3000.00 FT 1500.00 PT	3500.00 FT 1750.00 PT	500.00 FT 250.00 PT

Annual Eligibility Requirements	RN	BSN	MSN	Continuing Ed Reimbursement
<ul style="list-style-type: none"> • Satisfactory Annual Performance Review (overall rating of 3 or higher) • No disciplinary suspension during one year eligibility period • Satisfactory completion of Performance Improvement Plan (if applicable) • Completion of Performance Improvement Project • Nurse as Teachers/Teaching Project • Attendance at 50% of staff meetings • Active participation in shared governance evidenced by attendance of 50% council meetings including UB practice meetings or 50 % attendance at labor management or safety meetings or other committees (or any combination) 				
<p>Level IV</p> <ul style="list-style-type: none"> • National Certification in nurse’s specialty area of practice • Satisfactory Annual Performance Review (overall rating of 3 or higher) • No disciplinary suspension during one year eligibility period • Satisfactory completion of Performance Improvement Plan (if applicable) • Voluntary Community Service (Hospital Related) • Participation in Research Activity • Completion of Performance Improvement Project • Nurses As Teachers • Attendance at 50% of staff meetings • Active participation in shared governance evidenced by attendance of 50% council meetings including UB practice meetings or 50 % attendance at labor Management or safety meetings other committees (or any combination) 	2500.00 FT 1250.00 PT	3500.00 FT 1750.00 PT		600.00 FT 300.00 PT
<p>Level V MSN Required</p> <ul style="list-style-type: none"> • National Certification in nurse’s specialty area of practice • Satisfactory Annual Performance Review (overall rating of 3 or higher) • No disciplinary suspension during one year eligibility period • Satisfactory completion of Performance Improvement Plan (if applicable) • Voluntary Community Service (Hospital: Related) • Participation in Research Activity • Mentor at least one RN (includes attending workshop for preparation) 			4000.00 FT 2000.00 PT	700.00 FT 350.00 PT

Annual Eligibility Requirements	RN	BSN	MSN	Continuing Ed Reimbursement
<ul style="list-style-type: none"> • Performance Improvement Project • Nurses As Teachers/Teaching Project • Attendance at 50% of staff meetings • Active participation in shared governance evidenced by attendance of 50% council meetings including UB practice meetings Attendance at 50% of staff meetings or 50% attendance at labor management or safety meetings or other committees (or any combination) 				

70.3. Employees under this program may apply in the month of December for incentive payment for goals that have been reached during the calendar year. All incentives under this Program shall be paid on the first regularly scheduled pay period in May of the following calendar year.

70.4. The Continuing Education incentives shall consist of a certificate for reimbursement for Continuing Education Classes.

70.5. This Program does not apply to Community Services employees (see side letter), Nurse Practitioners, or Nurse Midwives, or any other RNs other than regular full- and part-time Hospital Staff RNs.

70.6. Per diem employees with at least 1000 hours of service in the previous calendar year at the time of application shall qualify for part time benefits under this ladder at RN rate (column 1). Time canceled or flexed shall be considered as time worked toward the 1000 hours of service requirement.

70.7. The Continuing Education Certificate is valid only for one year after the date of issue.

70.8. An Employee is eligible to apply for incentives and a Continuing Education Certificate for only one level per year under this program.

70.9. Eligibility for the Ladder. An employee must have been continuously working for SJH for the time periods required for placement or advancement.

70.10. RN's who are unable to meet some or all of the criteria for maintenance of status because of prolonged illness, or for any illness or injuries within the meaning of the FMLA or NJ Leave acts, military service, or a similar compelling reason, and who furnish documentation will maintain status on the professional ladder for 6 months after they return to work.

70.11. Nurses on maternity leave or who have experienced a catastrophic illness may maintain their status for six months after they return to work.

70.12. Meetings missed due to call off by the employer will have the missed meeting counted in the 50 % calculation for maintaining their status.

ARTICLE 71– TEMPORARY REDUCTION OF STAFFING

71.1. SJH retains the right to deviate from its schedule and temporarily reduce staffing on a given unit and/or shift due to decreased census, decreased volume of work, or for other

significant reasons that may arise. SJH shall consider patient need and acuity before a reduction of staff or hours occur.

71.2. Cancellation or reduction of hours shall be done on the following basis:

71.2.1. Call-off will be within a unit or department of the affected division;

71.2.2. Call-off will be specific to shift by job classification, by employment status considering present ability and skill;

71.2.3. Call-off will be by rotation within employment status. The rotation will start with least senior staff member in each job classification affected. For purposes of this policy seniority is defined as bargaining unit seniority;

71.2.4. Rotation is defined as call-off s shared equally among all permanent staff members within employment status by job classification.

71.3. The following order for call-offs within job classifications by unit or department, will be followed, but SJH retains the right to make exceptions as necessary:

- RNs who volunteer to be called off;
- Per Diem Agency nurses;
- RNs working overtime;
- CRT;
- Per-diem;
- Full time and Regular part time employees working extra shifts;
- Regular Full Time, and Regular Part Time and Regular Weekend Employees.

71.4. A log shall be kept on the unit for tracking and will be available to all employees on the unit.

71.5. Employees selected for call-off shall be given as much advance notice as is reasonable and as circumstances allow.

71.6. Employees called-off by SJH have the option to use PTO time, if available.

71.7. Employees called off involuntarily have the option of applying for partial unemployment compensation.

71.8. Nothing in this Article limits SJH's right to reassign employees under Article 27 or to adjust staffing under Article 25.

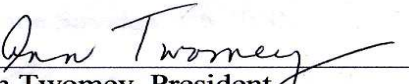
71.9. Notice of call-off shall be given before the beginning of the shift. All RNs are responsible for leaving a contact number with their supervisor or the staffing office so that they can be contacted in case a call off situation arises. A message left for RN at the contact number provided shall constitute effective notice. If a message cannot be left at that number upon calling, SJH shall maintain documentation of the call and such documentation shall be considered a message left.

71.10. SJH may, with the employee's consent, place the employee on Standby On-Call Status (Article 51.3).

72 – EFFECTIVE DATE AND TERMINATION:

This agreement shall remain in full force until May 31, 2010.

**For Health Professionals and Allied
Employees, AFT/AFL-CIO**


Ann Twomey, President


Michelle Silvio, RN


Michelle Alston, RN


Karen Bailey, RN, BSN


Kelly Hobbs, RN


Lisa Junghans, RN, BSN, CCRN


Linda M. Loveland, RN


Karen Lynd, RN


Beth Manganaro, RN


Deborah C. Pacitti, RN, BSN, CRN


Lyn Phillips, RN

For South Jersey Healthcare, Inc.



Erich Florentine
Chief People Officer



Elizabeth Sheridan
Chief Operating Officer RMC/
Corp Chief Nursing Executive

Joanne Savidge RN BSN
Joanne Savidge, RN, BSN

Stephanie M Shustock RN
Stephanie Shustock, RN, BSN

Mary Jane Stephenson RN
Mary Jane Stephenson, RN

Kevin Winder RN
Kevin Winder, RN

SIDE LETTER OF AGREEMENT 1

Notwithstanding any contract language SJH and the HPAE agree to the following:

1. Any employee currently on the STAR program will have the option to a) continue on the STAR Program by yearly application and receive the compensation according to its terms so long as the STAR program qualifications for the applicable level are met or b) participate in the New Professional Ladder program. Once an employee chooses to participate in the New Professional Ladder program, they may not apply for compensation under the STAR program. Employees currently enrolled in the STAR program shall be eligible for that program for two years from December 31, 2007, after which the STAR program shall sunset on December 31, 2009. Any employee who is not currently enrolled in the STAR program shall not be eligible for the STAR program, but may apply for the New Professional Ladder program.

2. Employees who currently have a National Certification in the nurse's current area of practice may be Grandfathered and continue to receive the current \$0.50 certification differential and have access to \$3,000.00 of tuition reimbursement for maintenance of his or her national certification in lieu of applying for the New Professional Ladder program. Employees choosing this option shall not be eligible for the \$4,000 tuition reimbursement set forth in Article 31. At any time these employees may opt to participate in the new Professional Ladder along with the tuition program set forth in Article 31 and by so doing they will no longer be eligible to receive the National Certification differential or the tuition reimbursement for maintenance of his or her national certification. Grandfathered benefits under this option shall sunset on December 31, 2009. Employees shall provide proof of National Certification within thirty (30) days after ratification of this Agreement.

3. Employees who are receiving the \$0.35 BSN hourly differential will be Grandfathered and continue to receive that differential on top of his or her base rate of pay. These employees shall be eligible to participate in the New Professional Ladder Program. However, once an employee chooses to participate in the New Professional Ladder program, they shall not continue to receive the above-described BSN hourly differential.

4. Employees who are currently receiving other differentials such as ACLS, ICU will be Grandfathered and continue to receive such differential in addition to his or her base rate of pay. However, such differentials under this subsection shall not be computed into the employees overtime rate.

5. All other Employees not currently enrolled in the STAR program, receiving a national certification differential, other certification differential or a BSN differential, will not receive any of the differentials noted in paragraphs 1-4 or be able to participate in the STAR Program. However these employees will be eligible to participate in the New Professional Ladder according to its terms and if eligible, be compensated accordingly.



For the Union

Date: _____



For the Employer

Date: _____

SIDE LETTER OF AGREEMENT 2

Based upon the operational needs of the facility it is understood that positions SJH currently classifies as full-time that are not included as full-time in the "Classification of Employees" Article shall not be subject to a change of Status as a result of this Article.



For the Union

Date: _____



For the Employer

Date: _____

SIDE LETTER OF AGREEMENT 3

Upon ratification of this Agreement, the parties to this Agreement shall mutually withdraw with prejudice all Unfair Labor Practice charges concerning non-disciplinary matters. The parties agree to meet and discuss on any Unfair Labor Practice charges concerning disciplinary issues. In the event these issues cannot be resolved, the charges will not be withdrawn.

Furthermore, the Union shall withdraw with prejudice and cause to be dismissed all complaints filed with OSHA for failure to provide information currently pending.



For the Union

Date: _____



For the Employer

Date: _____

SIDE LETTER OF AGREEMENT 4

The Hospital agrees that during the term of this Side Letter of Agreement, it shall not assert or challenge the supervisory or non-supervisory status, as defined in Section 2(11) of the National Labor Relations Act, of any bargaining unit employees, including nurses who function in the role of charge nurse whether on a temporary or permanent basis. The bargaining unit employees (including charge nurses) shall not have the authority to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively recommend such actions or to exercise independent judgment in any such regard unless the exercise of the foregoing is routine or clerical in nature. The foregoing shall not preclude bargaining unit nurses including charge nurses from performing any duties which they are presently performing.

The parties agree that this Side Letter of Agreement shall expire as of the date of the agreement expiration and is solely an agreement to postpone the exercise of any rights it might have or which might be created, for the term of this Side Letter of Agreement only.



For the Union

Date: _____



For the Employer

Date: _____

SIDE LETTER OF AGREEMENT 5

Whereas, the Union has been certified as the exclusive bargaining agent pursuant to the certification of the National Labor Relations Board (4-RC-21179)

Whereas, the Health Professionals and Allied Employees, AFT/AFL-CIO is the certified collective bargaining agent of RNs that qualify for inclusion into the bargaining unit,

Whereas, South Jersey Healthcare, Inc. and the Union recognize and agree that the discussion over the Recognition clause of the collective bargaining agreement is a permissive subject of bargaining,

Whereas, South Jersey Healthcare, Inc has expressed the intention to create non-bargaining unit Assistant Nurse Managers positions,

Whereas, South Jersey Healthcare, Inc requests the exclusion of the title of “Resource Nurse” from the bargaining unit. (See attached list),

Whereas, employees in the Resource Nurse position are receiving a differential of \$1.50 per hour added to the base rate of pay,

Whereas, South Jersey Healthcare, Inc further requests the exclusion of the following positions held by employees currently in the bargaining unit: Clinical Patient Representative, Clinical Research Associate, Marketing Manager (Community Service), and Education Specialists.

Therefore, the parties agree to the following:

1. The RNs currently in the position of Resource Nurse shall be give the option to accept an Assistance Nurse Manager Position and thereby shall be excluded from the bargaining unit or reject the Assistant Nurse Manager position and thereby remain in the bargaining unit as a staff RN.
2. The RNs rejecting the Assistant Nurse Manager position shall continue to receive the \$1.50 per hour differential and be subject to red circling.
3. The RNs rejecting the Assistant Nurse Manager position shall be considered a staff nurse and have no supervisory duties.
4. It is understood that the RNs rejecting the Assistant Nurse Manager position will have the same job duties and assignments as similarly situated RNs and be subject to all provisions of the Agreement as are all other bargaining unit employees.

SIDE LETTER OF AGREEMENT 6

South Jersey Health Care (SJH) and Health Professionals and Allied Employees (HPAE) have reached a tentative agreement, which the parties now desire to confirm in this Memorandum of Agreement.

The tentative Agreement is subject to the ratification of the membership of HPAE Local 5131. The Bargaining Committee of HPAE Local 5131 agrees to recommend, without reservation, the approval of the tentative Agreement to the membership of the Union.

Therefore, SJH and HPAE agree that the attached pages reflect the agreements reached during contract negotiations for a collective bargaining agreement. The parties by their signatures set forth below signify their agreement as to the terms set forth in this Memorandum of Agreement.

The parties agree to meet within thirty (30) days to review a draft of the contract based on the attached agreement and to execute the collective bargaining agreement within sixty (60) days.



For the Union

Date: _____



For the Employer

Date: _____

Constitution

And

By-Laws

of

Local 5131

Health Professionals and Allied Employees

AFT/AFL-CIO

Ratified by the membership of Local #5131

December 3, 2007

LOCAL 5131 CONSTITUTION & BY LAWS

ARTICLE I. NAME

The name of this organization shall be Health Professionals and Allied Employees, Local # 5131.

ARTICLE II. OBJECTIVES

The objectives of this organization shall be as follows:

- A. To provide representation for all its members to bargain collectively with respect to wages, hours and working conditions of employment, to negotiate written agreements with the employer relating thereto and to achieve benefits and working conditions at all levels commensurate with the skills and expertise required of its members.
- B. To maintain and improve employment standards related to members and to critically examine and evaluate all new developments relating to their professions and all legislation which may have an effect upon the membership.
- C. To enable members to speak with a common voice on matters pertaining to their professional and common interests.
- D. To collaborate with other labor organizations and the community to promote awareness of issues of mutual concern.
- E. To promote the health, wealth and safety of all members and to take such action as may be necessary to protect the interest of the organization and each of its members and affiliates.
- F. To seek appropriate recognition of the education and skill required of its members in all specialized professional and allied occupations and to formulate and adopt such ethical practices and personnel practices to elevate the status of all members.
- G. To develop and maintain a communication network to adequately inform the membership of common concerns, benefits and opportunities in an efficient and timely fashion.
- H. To ensure that high standards of care are maintained and that opportunities for professional advancement are offered to members.
- I. To ensure equal treatment for the membership without regard to race, religion, creed, gender, color, sexual orientation, nationality, or age; and to protect the membership from discrimination in these areas.
- J. To encourage the widest participation of members so that the Local's leadership bodies and activities adequately represent and reflect the full range and diversity of members' views, interests and concerns.
- K. To develop an effective channel of communication between the employer and our members.

ARTICLE III. JURISDICTION

The jurisdiction of Local 5131 shall include all health professionals and allied employees at South Jersey Healthcare, Inc., Vineland, NJ 08360.

ARTICLE IV. MEMBERSHIP

Section 1: Qualification

- a. All employees who are within the jurisdiction of Local 5131 shall be eligible for membership so long as they agree to abide by the constitution and by laws. No person shall be denied membership on the basis of race, creed, color, gender, sexual orientation, age, marital status, political beliefs, national origin or religion.
- b. All other individuals who wish membership with HP AE may apply, in writing, to the Executive Board of Local 5131. This membership application is subject to a membership vote for acceptance.

Section 2. Dues.

All members shall pay an initiation fee and dues as set by the State Federation to the State Federation.

Section 3. Assessments

A per capita assessment, in addition to dues, may be levied upon the membership if the amount and method of payment of such assessment have been approved.

- a. By a majority vote of its members in good standing present at a regular or special meeting after a reasonable notice of the intention to vote upon such a question.
- b. By a majority vote of members in good standing in a membership referendum conducted by secret ballot.
- c. When an assessment is proposed by the State Executive Council, or by action at a meeting of a Local Executive Board, a notice shall be mailed to the members in good standing at least two weeks in advance of the secret ballot vote on the issue.

Section 4. Maintenance of Membership

A member who leaves the jurisdiction of this local may resign as an active member. Arrangements may be made to maintain an inactive membership status through the State Federation.

Section 5. Termination of Membership.

A member who remains in the jurisdiction of the Local and elects to resign membership shall follow the procedure set forth below:

- A. (1) On an annual basis, a member may resign during the thirty calendar day period next preceding the said member's anniversary of the most recent membership application. Such time period shall commence on the thirtieth day preceding the anniversary date and shall terminate on the anniversary date of said membership application; or,
(2) In addition to provision A (1) above, a member may resign during the first five days of January each year, exclusive of holidays and weekends.
- B. All resignations must be accomplished in accordance with the procedure specified herein.

(1) All resignations shall be in writing and shall be sent by registered mail only, postmarked on the dates set from above.

(2) Such registered letters shall be sent to the main HPAE office and shall be addressed to the Local Union's President.

(3) Such registered letters shall clearly state the intention to resign. Such statements shall be accompanied by the said member's current address, work location and assignment. Such letters shall contain the signature of the member seeking to resign. Members seeking to resign may include reasons for resignation.

(4) All letters of resignation shall be accompanied by an authorization revoking the deduction of dues and the intent to no longer pay membership dues. Such letters of revocation of dues deduction authorization must also be sent to the said member's employer who makes such deductions at the same time such letters is sent to the Union.

C. Any failure to fully comply with each and every element of the above procedure shall void the resignation effort and said resignation effort shall have no force or effect.

D. Any member who resigns pursuant to the procedure set forth above shall not, from that time forward, be caused to bear any financial obligation for non-collective bargaining activity as per the law. Any required financial adjustments shall be made as soon as possible.

E. Any member who chooses to resign shall lose all voting privileges.

Section 6. Reinstatement of Membership.

Reapplication for membership to this Local may be made at any time by submitting a new application which may include reasons for both resignation and reinstatement. Along with the application for membership, payment of dues and initiation fees as set forth in Section 2 of this article shall be included.

ARTICLE V. MEETINGS

Section 1. Regular Membership Meetings

Regular meetings of the general membership shall be held semiannually and as necessary as determined by the Local Executive Board and representatives of the Local.

Section 2. Special Membership Meetings

A special meeting of members may be called at any time by the Local Executive Board or by written request of 25% of the membership. Only those items set forth in the notice of a special meeting shall be discussed and acted upon at such a meeting.

Section 3. Notice

Written notice of each special meeting shall be mailed to each member and/or posted on an HPAE bulletin board no less than three (3) days prior to the meeting. For regular meetings notification shall be given no less than 14 days prior to the meeting.

Section 4. Open and Closed Regular or Special Meetings

Each meeting, regular or special, shall be restricted to members only unless otherwise stated by written notice. Determination for an open meeting is to be made by the Local Executive Board or by written request of 25% of the membership.

Section 5. Quorum.

A quorum for the transaction of business at a regular or special meeting shall be defined as follows:

- a. One half or more of the Local Executive Board plus a sufficient number of members so that the total number of officers and other members equals 10% of the members in good standing.
- b. In the absence of a quorum, business may be discussed and minutes taken but no vote shall be taken on any issue.

Section 6. Local Executive Board Meetings

Regular meetings of the Local Executive Board will take place bimonthly. Additional meetings may be scheduled as necessary by the President or at the request of a majority of the Local Executive Board.

ARTICLE VI. EXECUTIVE BOARD, OFFICERS and REPRESENTATIVES

Section 1. Executive Board

The Local Executive Board shall be the governing body of the local. It shall supervise the affairs of the local and shall have the authority to make rulings and adopt policies not covered by the Constitution and By-Laws which are consistent with the provision of the Constitution and By-Laws.

The Executive Board shall consist of seven (7) members. The six elected officers: President, three (3) Vice-Presidents, the Secretary, the Treasurer and the appointed Grievance Chairperson.

Section 2. President

It shall be the President's duty to administer the affairs of the local and to execute policies established by the local in conjunction with the Local Executive Board. The President, or Executive Board designee, shall preside at all meetings of the membership and serve as ex-officio member of all committees, may appoint chairpersons of committees and shall discharge all duties incidental to the office of President. The President shall also serve as the Second Vice-President on the State Executive Council of the State Federation and shall be eligible to serve on the Executive Committee of the State Federation in accordance with the State Federation Constitution. The President shall be a delegate to the State and National Conventions.

Section 3. Vice Presidents

The Local shall elect members to serve in three (3) Vice-President positions. One Vice-President shall be nominated and elected by the bargaining unit members in RMC. One Vice-President shall be nominated and elected by the bargaining unit members in the Elmer Division. One Vice-President shall be nominated and elected by the bargaining unit members in the Bridgeton/Community Services Division. It shall be the Vice-Presidents' job to coordinate the activities of the union reps and members in their respective locations. In the absence of the President, the Vice-President appointed by the Local Executive Board, shall perform all duties of the President and when so acting shall have all the powers of and be subject to all the restrictions upon the President. The Vice-Presidents shall be delegates to the State and National Conventions.

Section 4. Secretary

The Secretary shall keep or cause to be kept an accurate record of minutes of the meetings of the Local and shall give or cause to be given notices of all meetings in accordance with these by-laws. The Secretary shall be responsible for the Local newsletter, and shall in general perform all duties incidental to the Office of Secretary. The Secretary shall be a delegate to the State and National Convention.

Section 5. Treasurer

The Treasurer shall supervise the maintenance and distribution of all funds of the Local and shall keep accurate and current records of such funds. The Treasurer shall keep all financial records on a permanent basis. The Treasurer shall work with the State Federation Treasurer in developing and implementing a budget and shall in general perform all duties incidental to the office of Treasurer. The Treasurer shall serve on the Budget Committee of the State Federation. The Treasurer shall be a delegate to the State and National Conventions.

Section 6. Grievance Chairperson

The President shall appoint a member, subject to the approval of the Local Executive Board, to serve as the Grievance Chairperson. The primary responsibility of the Grievance Chairperson will be the grievance handling for all bargaining unit members. The Grievance Chairperson will establish a grievance committee. The Grievance Chairperson will serve on the Executive Council in accordance with the State Federation Constitution.

Section 7. Representatives

The Local Executive Board will determine the number of unit representatives and their assignments. The role of the unit representative is to assist members with grievance handling, provide communication between membership and the Local Executive Board, update bulletin boards and recruit and orient new members about the union.

No member who has attended less than one-third (1/3) of the regular or special meetings of the Local shall be eligible to serve as a representative of the Local.

Section 8. Vacancies

In the event that a vacancy occurs in any elected position, such vacancy shall be filled as soon as practicable in the following manner.

a. A Vice-President shall fill the vacancy of President. The Local Executive Board will determine which of the three (3) Vice-Presidents should fill the vacancy, until such time as a special election may be held.

b. For vacancy of any other officer, the President, subject to the approval of the Local Executive Board, shall appoint a member to fill the vacancy for the remainder of the term.

Section 9. Reimbursement for Union Business.

Any officer, representative or member attending to the duly authorized union business may be reimbursed for expenses incurred such as tolls, mileage and parking.

Section 10. Term of Office.

Term of office shall be for two years.

Section 11. Eligibility

No member who has attended less than one-third (1/3) of the regular or special meetings of the Local shall be eligible to run for elected office of the Local.

ARTICLE VII. COMMITTEES

Section 1. Appointment, Number and Term

The committees of the Local shall be standing or special committees. Each standing committee shall consist of no less than three (3) active members. The committee Chairperson shall be appointed by the Local Executive Board and the committee members by the chairperson of the committee all subject to the approval of the Local Executive Board. Each standing committee member's term shall be concurrent with the Local Executive Board's term of office. Each standing committee shall hold meetings as designated by the committee chairperson. Each standing committee chairperson shall report directly to the Local Executive Board.

Section 2. Standing Committees

A. Labor-Management Committee

This committee shall be responsible for meeting with the Employer to discuss mutual problems and concerns to the Union and the Employer.

B. Committee on Political Education (COPE)

This committee shall be responsible for following legislation and political activity

that may have an impact on the Local. The committee shall participate on the State Federation's COPE committee. The committee will make recommendations to the Local Executive Board regarding the Local's participation in legislative and political issues. The committee will coordinate community education and outreach on these issues.

Section 3. Special Committees

Special committees may be appointed by the President with the approval of the Local Executive Board for such special tasks as warranted. Special committees shall be limited to the activities necessary to accomplish the tasks for which they were created and upon completion of such tasks, shall be discharged.

A. Committee on Negotiations

On behalf of the membership, this committee shall investigate and formulate proposals, which are supported by the membership as a basis for entering into negotiations with the Employer. The President will chair this committee and the Local Executive Board will determine the number of committee members. The committee will bargain in good faith as representatives of the membership and shall have the authority of the membership to negotiate a contract, which it shall present for ratification to the general membership. In the event a satisfactory tentative agreement between the negotiating committees from the Local and the employer are not reached, the membership of the local may consider and authorize actions, which are not in conflict with this Constitution and By-Laws.

B. Committee on Nominations and Elections

This committee will be composed of members in good standing who shall formulate all the rules and procedures for the conduct of elections. No member of this committee can also be a candidate in an election while the member is serving on the nominations committee.

C. Constitution and By-Laws Committee

This committee shall be responsible for reviewing, interpreting and evaluating the need for amendments to this constitution and by laws.

ARTICLE VIII. STRIKES AND JOB ACTIONS

Section 1. Local Membership Authorization

The Local membership may authorize job actions or other concerted activity including but not limited to a strike as a means of resolving deadlocked negotiations or other disputes provided the procedures outlined in Article VIII, Section 2 have been followed.

Section 2. Voting Procedure

- A. The decision to engage in a job action or other concerted activity must be authorized by the Local membership involved through a simple majority of votes cast by secret ballot.
- B. The decision to engage in a job action or other concerted activity will be limited solely to those members who are employees of the particular institution or employer in question.
- C. Notice, by mail and posting, shall be given to all eligible members at least three days prior to the vote.
- D. Voting will be conducted by secret ballot at a membership meeting. If a meeting is not possible, voting may be conducted by mail.

ARTICLE IX. RATIFICATION OF CONTRACT

The ratification of a negotiated collective bargaining agreement will be accomplished:

- A. Upon reaching a tentative agreement with the employer, a general membership meeting will be scheduled.
- B. By secret ballot, a majority of ballots cast in favor shall be required to ratify any tentative agreement arrived at by the negotiations committee.

ARTICLE X. OFFENSES, DISCIPLINE AND HEARING

Section 1. Offenses

- a. For any member to knowingly make any false statements or misrepresentation in or in connection with said member's application for membership.
- b. For any member to commit any act or acts which are seriously detrimental to the interest of the organization.
- c. For any member to knowingly violate or conspire or attempt to violate the Constitution and By-Laws of the organization, any laws promulgated hereunder or any lawful order of the Executive Council of the State Federation.
- d. For any member to knowingly work for an employer against whom a strike has been called, unless supported by membership vote.
- e. For any member to interfere with the performance of legal or contractual obligations of the State Federation or local its affiliates or the officers thereof.
- f. For any member to commit or to conspire, incite or attempt to commit violence against any other member.

Section 2. Discipline

- a. The term "discipline" when used in this Article, shall include without limitation, suspension or removal from office, disqualification to run for office, suspension or expulsion from membership.
- b. Any officer or member of the Local Executive Board found guilty of any offense may be removed from office.
- c. The penalty for any violation resulting in a wrongful loss of property to any individual or to the union may include a provision for reimbursement to the body suffering loss.

Section 3. Charges

- a. Charges against a member of the union for any violation of the provisions of this Constitution and By laws must be made in writing, signed by the members making such charges and presented to the Local Executive Board within six months of the occurrence of the offense or knowledge of occurrence of the offense.
- b. In the case where charges are filed against an officer, such charges will be presented to the highest ranking officer who is not named in the charges.
- c. The officer receiving such charge will forward a copy to the member or officer cited by registered mail to the last known address of the charged party.

Section 4. Investigation and Due Process

- a. Within a thirty (30) day period of time of the mailing of the charge, a hearing will be scheduled. The hearing date shall not exceed sixty (60) days from the date of the mailing of the charges. All parties will be notified of such date, time and place by certified mail.
- b. An investigation committee will be formulated consisting of local representatives, not to exceed six in number, and appointed by the Executive Council of the State Federation.
- c. The charged party may challenge any member of the investigation committee because of interest or bias by submitting a challenge in writing to all members of the investigation committee and to the Executive Council of the State Federation. If any challenged member does not request to be excused, the Executive Council of the State Federation shall review the merits of the challenge and, where the claim of interest or bias is sustained, shall cause the member to be relieved of serving. In the event a vacancy occurs because of a request to be excused or because of removal for interest or bias, such vacancy shall be filled by appointment from the Executive Council of the State Federation in accordance with this Article.
- d. Either party may choose any other member, an interested third party, or an attorney to represent a said member at the hearing.
- e. If insufficient evidence is presented against the charged party, the investigation committee shall dismiss the charges.
- f. If the charged party does not appear, the investigation committee nevertheless may, if presented with evidence sustaining the charge, make a finding of guilt and impose a punishment.
- g. The investigation committee may postpone the hearing for good cause shown.
- h. The burden of proof is on the charging party. Decisions shall be based only upon facts presented to the investigation committee during the proceedings and a finding of guilt shall only require a preponderance of the evidence.
- I. A stenographer may be present if requested by either party seven days prior to the hearing. The party requesting the transcript will assume the costs and will provide a copy to be distributed to the investigation committee and a copy to the other parties.
- j. The investigation committee will determine the truth of the charges by majority vote and announce its verdict and punishment at that time. A report will be prepared within fourteen days thereafter and sent by registered mail to the parties involved.
- k. Parties not complying with a verdict and punishment within thirty days of receipt of

notice thereof, shall be expelled from membership. However, if an appeal has been instituted during that thirty-day period, punishment shall not be imposed pending determination of the appeal.

1. Within thirty days of the verdict, an appeal may be instituted by notifying the Investigation Committee and other parties in writing of such by certified mail. The appealing party may submit the matter to binding arbitration and will assume all cost of such arbitration. An arbitrator shall be appointed by the American Arbitration Association. The decision of the arbitrator shall be final and binding on all parties. If the arbitrator finds on behalf of the accused individual, said individual will be reimbursed the expenses of the arbitration.

ARTICLE XI. AMENDMENTS

This Constitution and By-Laws may be amended by a vote of two-thirds of those members voting in person at any regular or special meeting or by mail ballot provided that at least two weeks in advance of any proposed amendment each member has been notified in writing or such topic has been posted.

ARTICLE XII. SAVINGS CLAUSE

If any provision of this Constitution and By-Laws is found to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions of this Constitution and By-Laws.

Ratified by membership of Local 5131
Health Professionals and Allied Employees, *AFT/AFL-CIO*
December 3, 2007