

AGREEMENT

BETWEEN

HEALTH PROFESSIONALS AND ALLIED EMPLOYEES

AFT/AFL-CIO

and

**VIRTUA-MEMORIAL, VIRTUA-CNS,
CENTER FOR WOMEN**

May 31, 2017 – May 31, 2020

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AGREEMENT

BETWEEN

Health Professionals And Allied Employees

AFT/AFL-CIO

Virtua-Memorial, Virtua-CNS, Center For Women

May 31, 2017 -May 31, 2020

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This AGREEMENT is made and entered into effective May 31, 2017, by and between Virtua-Memorial, Virtua -CNS and Virtua - Center for Women in Lumberton (hereinafter called "Virtua", "Virtua-Memorial", "Virtua-CNS", "Virtua-CFW" and /or "the Employer") and the Health Professionals and Allied Employees, AFT, AFL-CIO, 110 Kinderkamack Road, Emerson, NJ 07670 (hereinafter called the "Union"):

ARTICLE 1. RECOGNITION

1.1 **Recognition:** Virtua hereby recognizes the Union as the exclusive collective bargaining representative pursuant to the Certifications of the National Labor Relations Board, Fourth Region, dated October 1, 1996 (4-RC-18890, Voting Units A and B) for a bargaining unit as covered by those certifications of all full-time, regular part-time, limited time and Per Diem Registered Nurses employed in registered nurse and Care Coordinator positions by Virtua Memorial, at its facilities at 175 and 166 Madison Avenue and 895 Rancocas Road, Mount Holly, NJ and 2051 Briggs Road, Mount Laurel, NJ, and Virtua CNS at its facilities at 15 Pioneer Boulevard, Westampton, NJ and 523 Fellowship Road, Mount Laurel, NJ and Center for Women at 1638 Route 38, Lumberton, NJ excluding all other Virtua employees, guards, managerial employees and supervisors as defined in the Act.

1.2 **Information:**

1. On a monthly basis: Virtua shall notify the Union of any new bargaining unit employees hired, and shall include the employee's name, address, telephone number, date of hire, date of rehire and date of termination if applicable, classification, status, shift, hourly rate of pay, unit assignment and Social Security number. Virtua shall provide change of status report regarding terminations, leaves of absence, and transfers, including name, address, telephone number, unit, classification, status and Social Security number of employee.
2. On a quarterly basis: Virtua shall provide the Union with a listing of bargaining unit employees, including their names, addresses, classifications, telephone number, base rate of pay, shift and unit assignment. Such listing shall be provided within 10 days of the end of the quarter.
3. Two times/year: By May 1 and November 1 of each year, Virtua will provide two seniority lists, containing names and dates of hire, in descending order of seniority; one of seniority within the entire bargaining unit, and one in seniority order by unit.

The reports above shall be provided by electronic transmission and/or by diskette.

1.3 **Work Preference:** Preference for available bargaining unit work shall be given to bargaining unit employees over nurses supplied through outside agencies provided that the bargaining unit employee is qualified for the position. A bargaining unit employee may bump an agency nurse with at least 24-hour notice before the start of the shift. In the event there is less than 24 hours notice then Virtua shall have the discretion whether or not to permit the bumping to occur.

In the event of call-outs, bargaining unit employees who have made themselves available, followed by bargaining unit employees currently on duty, shall be offered said work prior to Virtua utilizing outside agency personnel.

1.4 **New Job Classifications:** In the event that Virtua establishes a new job classification which falls within the scope of Section 1.1 above, it shall notify the Union in writing of such an establishment and shall bargain with the Union regarding the new job's terms and conditions of employment.

1.5 **Bargaining Unit Work:** Except for occasional assistance and training and in unforeseen emergency circumstances, supervisors shall not perform the work customarily performed by bargaining unit members.

1.6 **One Agreement:** Unless otherwise noted in the Agreement, all language will apply to all Hospital, CNS, and Center for Women units.

1.7 **Days:** Unless stated expressly otherwise, "day" or "days" refers to a calendar "day" or "days."

Center for Women:

Consistent with current practice at the Center for Women, Lumberton, supervisors may perform bargaining unit work to provide occasional assistance and as needed during call-out and emergent situations. Supervisors may also cover for scheduled absences once such time has been offered to bargaining unit members.

ARTICLE 2. UNION STATUS

2.1 **Union Membership:** 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 at that time shall be required, as a condition of continued employment, to continue membership in the Union for the duration of this Agreement. Employees covered by this Agreement who are not members of the Union at the time this Agreement becomes effective shall be required, to the extent not inconsistent with the law and as a condition of continued employment, to become members of the Union within five (5) days after the thirtieth (30) calendar day following the effective date of the Agreement. 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 and as a condition of employment, to become members of the Union within five (5) days after the ninetieth (90) calendar day following the initiation of their employment. An employee who shall tender initiation fees (if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership shall be deemed to meet this condition.

2.2 **Dues:** Employees who are required to tender periodic dues and initiation fees (uniformly required as a condition of acquiring or retaining membership) pursuant to section 2.1 above and fail to do so will not be retained in the bargaining unit by Virtua. No employee shall be terminated from the bargaining unit under this Article, however, unless he/she has failed to tender delinquent dues and/or initiation fees within ten (10) days after written notice from the Union of such delinquency and Virtua is advised of such failure in a written request for removal

of the employee from bargaining unit work. The Union agrees to inform all bargaining unit employees within ten (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.

2.3 Deduction of Union Dues: Upon receipt of a signed authorization from an employee, Virtua shall deduct from the pay all membership dues required by the Union as a condition of acquiring or retaining membership therein. The amount to be deducted shall be certified by the Union and the aggregate deductions of all bargaining unit employees shall be remitted, together with an itemized statement that includes hours worked and the hourly rate of pay of each employee, to the Union by the tenth (10th) day of the succeeding month after such deduction is made. Upon request by the Union, Virtua shall supply such information electronically.

Virtua shall be relieved from making such check off deductions upon (a) termination of employment, (b) transfer out of the bargaining unit, (c) an authorized unpaid leave of absence as defined herein, or (d) revocation of the check off authorization in accordance with its terms or with applicable law. Upon the return of an employee from an authorized leave of absence, Virtua shall immediately resume the obligation of making such deductions unless notified by the employee of revocation or of resignation from the Union. Deductions for employees rehired by Virtua or reinstated in the Union shall require a new written authorization.

2.4 Union Business: Unit and General Representatives.

HOSPITAL - The Union shall notify Virtua of its unit representatives whose number shall be no more than three (3) representatives per unit, who are authorized to deal with Virtua regarding grievances arising out of this Agreement.

The General Representatives shall be: Union officers (up to four) and the Chairperson of the grievance committee who are authorized to discharge the Union's duties as the collective bargaining representative. The Union shall notify Virtua in writing of said representatives' designation and authority and any change in either.

CNS - The Union shall notify Virtua of its four (4) representatives, who are authorized to deal with Virtua-CNS regarding grievances arising out of this Agreement.

Center for Women: The Union shall notify Virtua of its representatives, who are authorized to deal with Virtua regarding grievances arising out of this Agreement.

The General Representatives shall be: Union officers (up to three) and the Chairperson of the grievance committee who are authorized to discharge the Union's duties as the collective bargaining representative. The Union shall notify Virtua-CNS in writing of said representatives' designation and authority and any change in either.

2.5 Union Business:

- 1. Rights of Representatives.** Unit and General Representatives, as well as non-employee staff of the Union, shall have solicitation, distribution, and visitation rights to the extent required by the National Labor Relations

Act. Visitation of non-employee staff and off duty visitation of Unit and General Representatives requires twenty-four (24) hour notice of the date, time, and purpose of the visit to Assistant Vice President Human Resources (or designee). With regard to off duty visitations of Unit and General Representatives said notice is required only with regard to Union-related activity. Union-related meetings in the Hospital shall take place only in the cafeteria, the vending area adjacent to the cafeteria, the medical library, and any other area agreed upon by Virtua and the Union.

2. **Union Orientation – New Hires**

It is the intention of Virtua and the Union to promote Virtua as a good place of employment and to educate employees regarding the collective bargaining agreement. Virtua shall notify the Local Union President of each nursing orientation program and supply a list of names of the new hires. Virtua will arrange for a time and a room located at Virtua's offices at its Howard Boulevard location during the new hire orientation period for a representative of the Union to have an opportunity to address new employees. Such meetings will be non-adversarial in nature and will not exceed ½ hour. Management representatives may be present during the presentation. The Union representative making such presentations shall do so on non-scheduled time and shall be paid up to ½ hour for conducting such meetings. Such time shall not be considered hours worked for purposes of calculation of overtime.

CNS practice of meeting with new employees shall continue.

2.6 **Union Business: Bulletin Boards and Mail Box:** Virtua shall assign to the Union six (6) locked bulletin boards on which to post official Union information and notices which will be located: 1) adjacent to the employee cafeteria; 2) at the employee entrance; 3) outside the Emergency Department as mutually agreed; 4) in the Cardiac Rehab building; 5) in the Ambulatory Surgery building; and 6) Center For Women. The bulletin boards in the Cardiac Rehab building and Ambulatory Surgery building shall be the single door- type, approximately 24 x 32 inches.

The Union shall provide to Virtua a locked mailbox, which will be clearly identifiable to be located in the hallway by the employee entrance.

Virtua-CNS shall assign to the Union one bulletin board, located in the hallway adjacent to the medical supply area, on which to post official Union information and notices. CNS shall provide a locked mailbox, which will be clearly identifiable to be located in the reception area.

2.7 **Union Business: President:** The Local Union President/Chairperson shall be permitted ten (10) work days off for the Hospital and ten (10) days for CNS, without pay each year for conducting Union Business. These days may be delegated to any of the other local Union officers. Whoever uses these days shall give at least ten (10) days' notice to utilize such days.

2.8 **COPE Deductions:** Upon receipt of an authorized check-off card from the employee, Virtua shall deduct such amount of moneys authorized for the HPAE Committee on Political Education (HPAE COPE), to the extent permitted by law. The amount of money deducted shall be forwarded to the Union monthly.

ARTICLE 3. MANAGEMENT RIGHTS

3.1 Virtua retains all of the power, rights, functions, responsibility and authority to operate and manage its business and direct its employees, including but not limited to those set forth below, except as specifically limited by the express provisions of this Agreement.

3.2 Included within these rights, but not limited to them, are the following: the sole right to hire, train, classify, promote, demote, transfer, assign, supervise, lay off, discipline, discharge for cause, to determine or change the starting and quitting time and the number of hours worked per day and per week; to require reasonable overtime; to establish and change work schedules; to select and to determine the number of types of employees required; to assign work to employees in accordance with the requirement determined by Virtua; to establish and change work schedules and assignments; to assign or transfer temporarily equipment or facilities; to direct, plan and control facility operations; to exercise control and discretion over the organization and efficiency of operations; to change or eliminate existing methods, materials, equipment, facilities and reporting practices and procedures and/or to introduce new or improved ones; to utilize suppliers, subcontractors and independent contractors as it determines appropriate; to determine what products shall be used; to control all property of the Hospital; to establish, modify, combine or abolish job classifications; to make and enforce rules of conduct, standards and regulations governing conduct of employees; to lay off and to relieve employees from duty because of lack of work or other reasons; to determine the number of departments and units and the work performed therein; to 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; to determine standards of patient care; to determine the methods, procedures, and equipment to be utilized by employees in the performance of work; to utilize employees wherever necessary in cases of emergency or in the interest of patient care; to introduce new or improved methods or facilities regardless of whether or not such introduction may cause a reduction in the working force; to establish and administer policies and procedures related to research, education, training, operations, services and maintenance of the Hospital's operations; to determine staffing patterns including but not limited to the assignment of employees, number of employees employed, duties to be performed, qualification and areas worked; to change or abolish any job title, department or unit; to select and determine the type and extent of activities in which it will engage and with whom it will do business; to determine policies and procedures with respect to patient care; to determine or change the methods and means by which its operations are to be carried on; to 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.

3.3 The Union on behalf of the employees, agrees to cooperate with Virtua to attain and maintain full efficiency and optimal patient care and Virtua agrees to receive and consider constructive suggestions submitted by the Union toward these objectives.

ARTICLE 4. EMPLOYEE STATUS

4.1 **Classification:** An employee shall be classified as either a) full-time, b) part-time, c) limited time, or d) Per diem.

4.2 **Full-Time Employee:**

Hospital: A full-time employee is one who is employed to work at least thirty-six (36) hours per week (or is employed to work at least seventy hours per pay period in the Emergency Department) and accrues full benefits contained within this Agreement.

CNS and Women's Health Center: A full-time employee is one who is employed to work at least thirty-five (35) hours per week and accrues full benefits contained within this Agreement. As long as an employee is regularly scheduled (and not Per Diem) for thirty-five (35) or more hours per week, the employee shall be considered full-time.

4.3 **Part-Time Employee:** A part-time employee is one who is employed to work fewer than thirty-six (36) hours per week (35 hours per week for CNS & Center for Women) but at least forty (40) hours per pay period.

4.4 **Limited Time Employee:** A limited time employee is one who is employed to work fewer than forty (40) hours per pay period on a regular schedule that normally does not vary from month to month. Limited time employees do not receive benefits, but accrue paid leave.

4.5 **Per Diem employee:** A Per Diem employee is one who is not regularly scheduled but who works on a substitute or "as needed basis."

4.6 **Probationary Period:** All employees who are hired or transfer into a bargaining unit position after this Agreement is in effect, shall be considered probationary employees for a period of ninety (90) days, from the date of hire or transfer into a bargaining unit position as a Licensed RN, excluding time lost for sickness and other leave of absence, except for limited time and Per Diem employees hired at Virtua / CNS after this Agreement is in effect, who shall be considered probationary employees for a period of one-hundred and twenty (120) days, excluding time lost for sickness and other leave of absence.

These probationary periods may be extended one time for up to an additional 90 or 120 days as applicable, in the Employer's discretion, with written notice to the Union. The Employer's decision to extend the probationary period shall not be subject to the grievance and arbitration procedure of this Agreement.

During these probationary periods (or the extension thereof), employees shall be subject to discharge, suspension or other discipline at the sole discretion of Virtua without recourse to the grievance procedure.

4.7 **Transfer in status:** If an employee transfers to full-time or part-time status and thereby becomes entitled to health insurance, enrollment shall occur at the earliest possible date, but not more than thirty (30) calendar days from the date of transfer. Employees who transfer from a full-time, part-time or limited time status to Per Diem status shall not lose accrued

seniority, however time spent as a Per Diem employee, prior to September 30, 2000, shall not count toward additional seniority.

4.8 **Transfers:** Employees who have been employed by Virtua- Memorial / CNS longer than six (6) months and have not had a job change within the last six (6) months are eligible for promotions and transfers. However, an employee will only be eligible if he or she has not received any formal warning notice or greater discipline relating to clinical practice or insubordination during the previous six (6) months. A one (1) year waiting period is required when an employee has had two (2) job changes within twelve (12) months. These requirements will be waived when the opening is in an employee's unit or when a Per Diem employee transfers into a full-time, part-time, or limited time position, or when a full-time, part-time or limited time employee transfers into a Per Diem position.

4.9 **Internship Program: Hospital:** The Employer may establish internship programs to provide training in specialty areas. All intern positions shall be posted for at least ten (10) days, and offered to bargaining unit employees before being offered to non-bargaining unit employees. Selection of the bargaining unit employees shall be made on the basis of qualification and experience. In the event there are two or more bargaining unit employees equally qualified for the internship, bargaining unit seniority will prevail in the selection.

Upon bidding for an internship program, the employee shall receive an internship application packet, which shall include a written outline of the program, including an outline for successful completion, an evaluation form and job description. Such packet will also include an application for internship, which will specify any employment commitment following the completion of the internship, and reimbursement commitment and cost in the event the employee does not complete the internship program and/or employment commitment. A copy of the internship application packet shall be provided to the Union. The name (s) of selected interns shall be forwarded to the Union in a reasonable time. Upon acceptance into an internship, the employee shall receive clinical training/orientation of up to six months duration. In the event that the employee does not successfully complete the internship, she/he can return to her/his former position, if available. If the former position is not available, the employee may choose to apply for other available positions. The employee shall have the first preference for the former position when it next becomes available for a period of up to one year, provided she/he expresses such interest through the bidding process of the Employer.

4.10 **Weekend Staffing Positions:** The Employer may establish Weekend Staffing positions, in which an employee works twenty-four (24) hours on regularly scheduled weekend hours and is paid for thirty-six (36) hours (24/36). (Example: RN may be scheduled Friday and Saturday on one weekend, and the following weekend may be scheduled Saturday and Sunday; only 12 premium hours paid per weekend). Any hours worked above and beyond the weekend staffing requirement shall be paid at the employee's regular hourly rate. For purposes of these positions, the weekend shall commence at 3:00 p.m. on Friday and conclude at 7:00 a.m. on Monday. Individuals in such positions shall be considered full-time employees and will be eligible to receive health, dental, and prescription benefits, pension benefits (in accordance with the terms of the plan), as well as educational assistance, life insurance, and long-term disability coverage, as though employed on a full-time basis.

Participants in Weekend Staffing positions shall not be eligible for any other benefits, e.g., such employees shall not accrue PTO or EST, but shall accrue scheduled time off (STO) at a rate

.083* per hour worked, not to exceed 24 hours per quarter. Such accrual shall be paid at the employee's base rate of pay. STO may only be used for scheduled time off or may be sold back, in accordance with established policy, but may not be used for call-offs. The standards for requesting STO shall be the same as the standards applicable to PTO requests. In the event the request cannot be granted, the employee may choose either to receive pay in lieu of time off or to carry over the STO to the next quarter. STO carried over to next quarter may be requested by the employee and, if requested, will be granted, with the exception of a holiday described in Sections 7.8(1) and 21.3. The Employer will make every reasonable effort to grant STO on the first request. If no request is ever made, then the carry over provision is not triggered.

Participants in Weekend Staffing positions may schedule off up to two shifts per quarter. The employee will be paid only for hours worked, except that available STO/PTO will be paid for scheduled time off and in the event of cancellation. The premium pay (6 hours/12 hour shift or 4 hours/8 hour shift) shall only be paid for regularly scheduled weekend shifts worked in their entirety. In the event that such employees call off, the time missed must be made up at the Employer's discretion. *Employees shall be subject to the Employer's attendance policy as it applies to Weekend Staffing positions.

Participants in Weekend Staffing positions may be cancelled in accordance with the Hospital Excused Time provisions of this Agreement, however, they are not eligible to receive the one day of Hospital Excused Pay per contract year under Section 7.9(1)(C) of the Agreement.

Any hours worked above and beyond the Weekend Staffing requirement or as a non-weekend make-up of hours shall be paid at the employee's regular hourly rate and is subject to overtime only for hours worked in excess of forty (40) in a work week.

Assignment of holidays for employees in a Weekend Staffing Position is separate and apart from Section 7.8. Employees in Weekend Staffing Positions are required to work contractual holidays, which fall on their regular schedule. All other provisions of Section 7.8 shall apply. Holiday premium will be paid for all hours worked prior to calculation of incentive pay on legal holidays.

The Employer may discontinue any such 24/36 shifts and shall provide the Union and affected employees with six (6) months notice of such discontinuance. In the event of discontinuance of such position(s), the affected employee(s) may exercise her/his rights for job bidding and/or layoff.

NOTE: *Factor to equate to 24 hours STO/quarter if scheduled commitment is met.

4.11 Float RN Position: A Float RN Pool of full-time and/or part-time positions will be administered by the Nursing Resource Office (NRO). The following applies to this new role:

1. Virtua will determine the number of positions and the shifts necessary.
2. Positions will be posted and filled as defined by Section 10.10.
3. Virtua shall establish clinical groupings for each float position. It is agreed, however, that clinical groupings may be modified by agreement

between Virtua and the employee. The Union will be notified of any such modifications.

4. Float Nurses will receive an additional \$7.50 per hour added to their regular base rate of pay.
5. Float Nurses' weekend requirement shall be as described in Article 7.
6. Will not perform functions as charge RN/Resource.
7. Float Nurses will be treated like all other FT & PT employees.
8. Float Nurses will not be required to take call.
9. Float Nurses are not eligible for reassignment bonus.
10. On a particular shift, the float RN may be working in any or all of the areas within their designated clinical groupings based on patient care needs. Assignment within the designated clinical grouping shall not be considered a reassignment.

ARTICLE 5. PROFESSIONAL PRACTITIONER STATUS

5.1 Dress Code: HOSPITAL, CNS, & CENTER FOR WOMEN

All bargaining unit employees, when coming to the Hospital, CNS, and/or Center for Women, while off duty and attending an Employer-sponsored event, or when arriving at work, must maintain a professional image in appearance, dress and grooming. While on duty, the Virtua Health dress code (Reg-06-05), as it may be amended to comply with infection control and regulatory requirements, modified by the following addendum, will apply to unit employees.

1. This serves as an addendum to the Virtua Dress Code policy:
 - A. Hospital ID badges must be worn at all time.
 - B. Fingernails must be kept short and clean. Nail polish may not be chipped. Fingernail jewelry or accessories are prohibited. Artificial nails may not be worn.
 - C. **Behavioral Health Unit:** Street clothes are to be worn.
 - D. **Surgical Services and Cath Lab:** All personnel entering the surgical suite and individual operating rooms are required to wear hospital-approved attire. All OR attire, including cloth head covers, must be laundered by the hospital laundry. Appropriate attire will include: scrub pants and top; scrub dress; warm-up jacket; disposable or cloth head covers; dedicated shoes must be worn. Lab coats are not permitted in the surgical suite. When leaving the surgical suite areas: scrubs will be covered with a lab coat; and shoe covers will be removed.

- E. All other Clinical Areas:
 - 1. Mother Baby Unit, Pediatrics and Special Care Nursery: Uniform or scrubs are required.
 - 2. Labor & Delivery: Hospital-launched scrub uniforms will be provided by the hospital.
 - 3. All other areas: Uniform or scrubs are required.

- F. All Clinical Areas
 - 1. Hosiery: Socks / Stockings must be worn.
 - 2. Footwear: Sneakers/nursing shoes are permitted. They must be all white in color and of a nonporous material (i.e. must be leather and cannot be cloth or canvas)

- G. **Dress Code CNS:** All bargaining unit employees at CNS must maintain their appearance, dress and grooming in a manner that does not have a negative impact on patient care and is appropriate for the work environment in terms of safety, infection control and maintenance of a professional image. Visiting and clinical bargaining unit staff clothing will be solid blue (light/dark), beige or white. Professional scrub wear may be worn. Jackets must be blue (light/dark), white, or beige or may be multi-colored with one of those three colors predominant. Maternal Child Health staff may wear “child-friendly” print scrub tops. Clinic staff, while in a clinic setting, and Home Care Coordinator staff, while on patient units, will wear lab coats. Foot wear must be consistent with a professional image; athletic/walking shoes, and nursing shoes are permitted. No open-toed shoes, sandals or clogs without back straps are permitted.

5.2 Labor-Management:

The Union and Hospital agree to the creation of a Labor-Management Committee. A member designated by the Union and a member designated by management shall sit as Co-chairs of the committee. There shall be an equal number of participants selected by the Union and the Hospital, (5) Five members from the Union and (5) Five from Management. The Labor-Management Committee for CNS shall consist of (3) members from each party.

The Committee shall meet once a month for a reasonable time to discuss mutual problems and concerns to the Union and the Hospital. Two weeks before the scheduled meeting the Union will submit an anticipated agenda. The Union shall also notify Virtua of the attendees at least one week prior to the meeting. Minutes will be kept by Virtua and distributed to all participants within one week after the meeting. The minutes will be reviewed, with any additions, corrections or disagreements noted at the beginning of the next meeting. Canceled meetings shall be rescheduled, if needed, within a reasonable period. Committee members shall be afforded time

during the workday to attend such meetings. Union members shall receive pay for time spent at such meetings.

Staffing shall be an agenda item on a quarterly basis and additional employees may be invited to such meetings.

Center for Women: The committee shall meet once a month for a reasonable time to discuss mutual problems and concerns to the Union and the Center for Women. Two weeks before the scheduled meeting, the Union will submit an anticipated agenda. The Union shall also notify Virtua of the attendees at least one week prior to the meeting. Minutes will be kept by Virtua and distributed to all participants. Committee members shall be afforded time during the workday to attend such meetings. Union members shall receive pay for time spent at such meetings.

5.3 **Joint Committees:**

The Employer shall have the right to establish new committees and to continue any current committees that involve bargaining unit employees. The Employer shall notify the Union of all standing committees or when new standing or ad hoc committees are established by Virtua-Memorial / CNS that include bargaining unit staff. Notification shall include the purpose, frequency of meetings, and role of committee members. Notice of opportunities for committee membership will be posted to ensure that bargaining unit members have the opportunity to volunteer for committee membership on a fair and equitable basis. Employees shall be paid straight time for time spent at meetings.

The Hospital/ CNS shall select bargaining unit members for participation based upon the committee needs, and the qualifications and experience of the bargaining unit members. Reasonable attempts will be made to extend participation opportunities to members on all shifts and units, as appropriate. Bargaining unit members who participate on such committees shall be subject to the same terms and conditions of service on the committee as are other members of the committee.

The Employer will provide advance notice as early as possible of committee meetings. Participants will notify their managers as early as possible when planning to attend and attempt to arrange their schedules so as not to conflict with the meetings. In the event a conflict arises, the Employer will make reasonable efforts to release the employee and afford work time to attend. If coverage is not available, the employee will not attend the meeting.

Joint Committees shall not deal with wages, hours, terms or conditions of employment, and there shall be no changes in wages, hours or working conditions of bargaining unit members as a result of decisions made in Joint Committees

5.4 **Staff Development:**

Virtua shall provide the following for all employees covered by this agreement:

1. **Orientation Of New Employees:**

The Hospital shall provide orientation for new employee (s). New hire orientation shall typically be for a period of up to three months, and can be shortened or extended at the discretion of the

Nurse Manager. A written outline of the orientation content and copy of the evaluation form and job description will be given to each employee at the start of the orientation

2. Employee Transfer Orientation:

Each employee, upon transfer to another unit, shall be provided with an orientation program of up to three (3) months, depending on the experience and skills of the transferring nurse. The orientation will be planned, provided, and administered by the Nurse Manager of the receiving unit, in conjunction with the Nursing Education Department. The orientation can be shortened or extended at the discretion of the Nurse Manager. Failure to successfully perform duties needed for the new position shall not result in discipline. The employee will receive notification upon completion of orientation. In the event that the employee fails to demonstrate the ability to perform the job or the employee determines s/he no longer desires the position during the orientation period, the employee will return to his/her former position, if available. If the former position is not available, the employee may choose to apply for other available positions or may be assigned to a float position consistent with his/her prior status, shift and clinical grouping for a period not to exceed three (3) months. During the period that an employee is in a float position, she/he shall continue regular benefits and be paid at his/her regular rate. The employee shall have first preference for the former position when it next becomes available for a period of up to one year, provided she/he expresses such interest through the bidding process of the Employer.

3. Evaluation:

Employees will be given a written evaluation on or before the completion of the orientation period and annually thereafter. The evaluation period shall be the predetermined 12 month period. Nurses will be given a copy of their evaluation, if requested. Nurses may also do a self-evaluation and/or submit written response to the evaluation, both of which (as applicable) must be kept with and retained with the evaluation in the personnel file.

**CNS - STAFFING & ACUITY SYSTEM -
5.5 THROUGH 5.8 REFERS TO CNS NURSES ONLY**

5.5 Staffing and Acuity. CNS: Virtua - CNS agrees to maintain visiting staff levels based on the following patient visit system. Grant programs shall be subject to productivity standards to be determined by Virtua - CNS consistent with the terms of the Grant.

5.6 Patient Visit System. CNS: For nurses assigned to perform patient home visits, the following system shall be utilized:

Mileage in excess of 75 miles per day will count as one patient visit for the purpose of scheduling. Per Visit nurses will be paid for one (1) patient visit when mileage is in excess of 65 miles per day.

If circumstances surrounding a patient visit would significantly extend that visit and/or future visits beyond the expected visit time, then the patient assignment shall be adjusted with managerial approval. Such adjustment shall be made in real time without penalty to productivity, and noted in the schedule and other appropriate documentation by the manager. If an admission RN has made all

reasonable attempts and is unable to reach a manager by the end of scheduler's shift of that day, and the patient requires a visit the next day, the employee may instruct the scheduler to assign the patient as a 2 patient visit for the next day. Future visits for that patient are subject to manager review and approval.

Consent/Admissions/Resumption of Care = 2 patient visits

For Mother/Baby nurses, the initial visit for a mother and baby(ies), where such is a single visit, shall count as 2 patient visits (equal to one admission).

All other visits (including, for Mother/Baby nurses, the initial visit to a mother or a baby, if done separately) = 1 patient visit

For eight (8) hour visiting staff, the recommended patient assignment shall be 5-6 patients in eight (8) hours of available visit time. The following are examples of anticipated patient assignments.

5-6 Revisits or

1 Admission/ROC and 3-4 Revisits or

2 Admissions/ROCs and 1 Revisit

For twelve (12) hour visiting staff, the recommended patient assignment shall be 8 patients in twelve (12) hours of available visit time. The following are examples of anticipated patient assignments.

8 Revisits or

1 Admission/ROC and 6 Revisits or

2 Admissions/ROCs and 4 Revisits or

3 Admissions/ROCs and 2 Revisits

In addition, the RN assignments shall be adjusted in real time for scheduling delays and delays caused by the point of care device. The following shall be taken out of available visit time: time spent in meetings, education (including approved on-line competencies), inservices, delays in scheduling and delays caused by the point of care device. Other time not listed may be removed from available visit time with managerial approval. Preceptors shall have no more than 5 patient assignments in an 8 hour day, while actively precepting.

This does not limit the number of assignments a full-time RN can work if she/he chooses to do so.

If patient care needs warrant additional visits be made, volunteers for those additional visits will be sought from all qualified staff working that day. If there are no volunteers and the additional visits constitute emergent care, then they will be assigned in reverse seniority from among home

care visiting RNs, provided that no employee shall be required to take more than one (1) additional admission or two (2) additional patient visits.

It is the responsibility of the employee to insure that accurate patient visit data is provided for information system input. Patient visit standard compliance will be evaluated not less frequently than quarterly.

5.7 Patient Visit Review - CNS:

Virtua and the Union agree to review the patient visit system and issues related to the Point of Care device and productivity on a periodic basis during the regularly scheduled labor management meetings if requested by the Union. If so requested, this topic will be included in the agenda to be provided to the Employer at least two (2) weeks in advance of the meeting.

5.8 Miscellaneous- CNS:

1. **Case Management Time:** Will be scheduled for full time case management staff at a rate of three (3) hours every two (2) weeks and for part time/limited time case management staff at a rate of 1 and one half (1 ½) hours every two weeks, unless mutually agreed. Time shall be scheduled in advance and shall not be unreasonably withheld. At an employee's request, this three hours of time may be scheduled as follows for full time employees: one hour prior to, and two hours returning from, scheduled PTO of 40 hours or more. All case management time described in this Section 5.8.1 shall be taken out of available visit time.
2. **Mileage.** Employees shall receive the IRS standard for mileage reimbursement for miles driven from the first visit to completion of the last visit of each day. Employees also shall receive mileage from the office to their first visit and from their last visit to the office when those trips are made. Employees may start and / or end their day at the office for legitimate business needs.
3. **Job Related Expense with receipts – CNS:** Virtua shall reimburse employees for the following job related expenses: Tolls, faxing and printing costs, work related phone calls made from home phone, and personal cell phone calls in the event of an emergency, when paged or when required to contact physicians. Receipts will be turned in on a monthly basis no later than the end of the following month.
4. **Computer maintenance and updates** will be performed by Virtua. Repair cost for normal wear and tear is the responsibility of the Employer. Repair costs or replacement, whichever is less, for laptop computers resulting from deliberate or repeated negligent behavior, will be the responsibility of the nurse.
5. In the event of the closure of the Department of Health, managers, in their discretion, may allow Health Promotions employees to work at an

approved alternate location. Employees may choose to take unpaid time or use PTO.

5.9 Staffing – Hospital

General

Virtua Health and the Union believe that the Practice of Nursing drives the method in which staffing decisions are made. We further agree that staffing needs fluctuate over time and are influenced by many factors. These factors include patient data, patient focused indicators, and structure indicators. To ensure appropriate staffing, these quality sensitive indicators will be considered in determining appropriate staffing levels. Virtua shall maintain staffing levels to preserve quality patient care and employee safety at all times.

I. Staffing Regulatory Guidelines

The Hospital shall abide by all staffing guidelines promulgated by the NJSDOHSS and shall also consider professional guidelines standards as developed by recognized Specialty Nursing Organizations (e.g. Emergency Nurses Association, Association of Women’s Health, Obstetrical and Neonatal Nurses (AWHONN), etc.) to further define staffing parameters.

II. Hospital Staffing Guidelines

A. Development of staffing guidelines for units

1. The Hospital will maintain staffing guidelines, which shall be available on each unit. The guidelines are subject to modifications by Virtua as circumstances warrant.

Factors to be used in developing staffing guidelines

1. Patient data indicators
 - a) Admissions/Discharges
 - b) Patient Days
 - c) Length of Stay
 - d) Visit Volume
2. Patient outcomes
3. Structure indicators
 - a) Nursing hours per patient day/units of service/visit volume

- b) Use of agency staffing
- c) Staff turnover
- d) Overtime/worked hours
- e) Staff qualifications (experience, education, certification)
- f) Skill mix

B. In order to achieve staffing guidelines the Employer may utilize the following:

- 1. Posting of overtime and extra shifts
- 2. Weekend Program
- 3. Reassignment
- 4. Cancellation
- 5. Voluntary On-Call
- 6. Agency
- 7. Critical Shift Differential
- 8. The Employer may utilize Ancillary personnel to support staffing

C. In the event that Virtua establishes an acuity system during the term of this Agreement it will seek input from the Union. The determination shall be within Virtua's sole discretion.

III. Staffing Committee

During the term of this Agreement, the parties shall maintain a Staffing and Scheduling Committee made up of four (4) members representing diverse practice areas appointed by the Union, and four (4) members appointed by Virtua, one of which will be the Chief Nurse Executive of Virtua-Memorial. The Union shall provide Virtua with the names of its appointed members on an annual basis, and provide reasonable written notice of a change in membership. Committee members shall be afforded time during working hours to attend its meetings and shall receive pay for time spent at such meetings. Members who attend when not scheduled to work shall be compensated at their base rate of pay.

Either party may request additional individuals to attend a meeting to discuss unit specific issues. Employees who are not Committee members but who are invited to attend Committee meetings during their regularly scheduled hours shall be allowed time away from their units without loss of pay pursuant to Section 5.3. Employees who attend when not scheduled to work shall be

compensated at their base rate of pay. The meetings shall be held monthly or more often by mutual agreement.

The purpose of the Committee is:

1. Review data about staffing levels, patient care assignments, caseload, work assignments, and other staffing issues. Virtua will respond to the unsafe staffing forms within 7 business days of date of submission of such forms. The response shall address the specific concern(s) described on the form.
2. Examine and make recommendations regarding the appropriateness and feasibility of establishing self-contained units.
3. Review data of patient outcomes and satisfaction. Review HCAHP, Press Ganey and other patient satisfaction results. HCAHP results shall be sent to the Union President and Staffing Committee Chairperson monthly.
4. Make staffing recommendations based on evaluation of data; but, in no event can the Staffing Committee implement or move forward in enacting any ideas/recommendations.
5. Evaluate compliance with I. above.
6. Make recommendations regarding any other pertinent issues of staffing.
7. Review and discuss data regarding the effectiveness of the tele sitter program, and the use of ancillary staff to support staffing if identified in unsafe staffing forms.

The Staffing Committee will provide to the Union relevant information pertaining to staffing issues. Both parties acknowledge that the information reviewed in these Committee meetings is sensitive and will not be used for any purpose beyond the submission of reports and/or recommendations to the Employer. Minutes of each meeting will be maintained.

5.10 Patient satisfaction surveys and similar documents are tools that are intended to improve patient care and, as such, are not disciplinary in nature in and of themselves; however, Virtua reserves the right to investigate information contained in patient surveys and similar documents and take appropriate action.

5.11 Miscellaneous: Center for Women. It is recognized that case management is a requirement of all Center for Women Nurses.

ARTICLE 6. WAGES AND OTHER MONETARY BENEFITS

6.1 **Regular Compensation Rate:** An employee's regular compensation rate of pay shall be defined as base hourly rate.

6.2 **Wage** – Full-time, part-time, and limited time employees shall be compensated in accordance with the wage scale set forth as *Table "A"* below, which reflects the wage increases

described in this Section 6.2. Thus, beginning with the first pay period following May 31, 2017, each such employee will receive an across the board increase of two and three quarter percent (2.75%). Beginning with the first pay period following May 31, 2018, each such employee will receive an across the board increase of two percent (2.0%). Beginning with the first pay period following May 31, 2019, each such employee shall receive an across the board increase of two percent (2.0%). Upon each such increase, the employee shall move to the step of the salary scale that corresponds with her/his years of credited experience as a Registered Nurse.

TABLE OF WAGE SCALE ATTACHED

6.3 **Hire in Rate:** Virtua shall have the right to hire RNs up to the rate which reflects their credited experience, provided that such hire rates do not exceed the rates applicable to current employees up to 27 years of experience. The amount of credited experience shall establish the employee’s starting level on the wage scale, from which employee shall progress through his/her employment. A new hire’s years of credited services shall be determined as of the employee’s date of hire, and only complete years of service shall be counted. For example, a Registered Nurse who is hired on April 2, 2015 and has one (1) year and ten (10) months of credited experience at that time, shall be placed on the wage scale at Step 1, and shall move to Step 2 for the first payroll period following May 31, 2015. A Registered Nurse who is hired on July 1, 2014, and has three (3) years and six (6) months of credited experience shall be placed on the wage scale at Step 3, and shall move to Step 4 on for the first payroll period following May 31, 2015.

Counts toward credited service

- Acute care hospital
- Long-term care
- Home Care
- Per Diem hospital, long-term care or home care
- Time at Virtua on approved LOA
- Nursing Management Experience
- Teaching experience (Nursing School)
- Psychiatric nursing
- Case Management
- Paramedic RN
- Flight RN
- Occupational Health
- International Experience
- Center for Women

Does not count toward credited service

- Legal Nursing Consultation
- School Nursing & Physician office experience

Note: *The Employer, at its sole discretion, on a case by case basis may count, School Nursing & Physician office experience toward credited years of service.*

- Utilization review
- Camp Nurse
- Time spent not working

6.4 **Per Visit Personnel. CNS:**

Full-time, part-time, and limited time skilled field visit employees paid on a per visit rate may choose between the following options:

Option A: \$56.37 for one (1) patient visit and \$75.91 for visits which count as two (2) patient visits, as provided herein. Statutorily required benefits (such as unemployment, workers’ compensation, state temporary disability, and social security) and pension credits will be contributed on behalf of employees covered by this option. These

employees are eligible to purchase medical or dental insurance at 100% of the Employer cost.

Option B: \$45.55 for one (1) patient visit and \$58.46 for visits which count as two (2) patient visits, as provided herein. In addition to statutorily required benefits (such as unemployment, workers' compensation, state temporary disability, and social security) and pension credits, these employees are eligible to purchase medical and dental insurance at the applicable full-time or part-time employee contribution rate.

Weekend / holiday / on-call \$67.66 for one (1) patient visit and \$81.17 for visits which count as two (2) patient visits, as provided herein. The above rates will become effective the first payroll period following May 31, 2017. After that, the per visit rates will increase 2.0% effective the first payroll period following May 31, 2018, and 2.0% effective the first payroll period following May 31, 2019.

Per Diem visiting RNs shall be paid a per visit rate in accordance with Option A. Weekend / holiday / on-call will be paid at the rates set forth above.

CNS Per Visit Rates:

OPTION A	Current	2017	2018	2019
		2.75%	2%	2%
Patient Visit	\$54.86	\$56.37	\$57.50	\$58.65
Admission/Resumption of Care/Consent (2 patient visits)	\$73.88	\$75.91	\$77.43	\$78.98

OPTION B	Current	2017	2018	2019
		2.75%	2%	2%
Patient Visit	\$44.33	\$45.55	\$46.46	\$47.39
Admission/Resumption of Care (2 patient visits)	\$56.89	\$58.46	\$59.63	\$60.82
Weekend/Holiday/On-Call				
Patient Visit	\$65.85	\$67.66	\$69.01	\$70.39
Admission/Resumption of Care/Consent (2 patient visits)	\$79.00	\$81.17	\$82.79	\$84.45

All visiting RNs paid per visit will have an hourly rate in accordance with *Table "A"* below, based on years of credited RN experience. This rate will be used for orientation, education, and meetings.

All visiting RNs hired into limited time and Per Diem positions will be paid on a per visit basis after orientation.

Those employees who are currently paid on an hourly basis may maintain that status.

Full-time, part-time, and limited time per visit staff will accrue paid time off at the rate of one (1) patient visit credit for each twelve (12) visits worked. For every two hours spent in education or

meetings (paid at hourly rate), one (1) patient visit credit will be given for the purpose of paid time off accrual. Paid time off up to 60 patient visit credits may be carried over to the following year.

Paid Time Off in excess of 30 patient visit credits will be paid to the employee if the employee makes a timely request during the buyout period set forth in Section 9.4.

Mileage and expenses will be paid to these employees in accordance with Section 5.8 (CNS).

Paid time off while orienting will be paid out after completion of the probationary period.

6.5 **Transfer Between Hourly and per visit rates of pay. CNS:**

Methods:

1. CNS Employees who are paid hourly may opt for a per visit rate or vice versa, but must give at least one month's notice before the beginning of the pay period in which they wish to begin receiving the applicable rate. Such a change may not be made more than once in a 12 month period.

6.6 **Per Diem Wages:**

1. **Hospital based Employees:** Effective the first pay period following May 31, 2017, Per Diem employees shall be paid \$43.92 per hour for weekdays and \$49.55 per hour for weekends. Effective with the first pay period following May 31, 2018, these rates shall be increased by 2.0%. Effective with the first pay period following May 31, 2019, these rates shall be increased by 2.0%. Per Diem employees shall receive shift differentials for working the evening and night shifts.
2. **CNS and CFW based employees:** Per Diem staff are placed on the wage scale and are not paid hospital Per Diem rates.

6.7 **Other Monetary Benefits:**

1. Preceptor Pay: All employees who perform the duties of a preceptor shall receive an additional two dollars (\$2.00) for all hours worked as a preceptor. Preceptors shall be selected by the Nurse Manager from among volunteers, and must successfully complete a preceptor program established by Virtua.
2. RNFA's: RN First Assistants shall receive a differential of \$6.00 per hour for each hour worked as an RNFA.
3. Critical Shift Differential: May be used to address issues of acute short staffing and call- outs. In the event that patient care needs cannot be met with normal staffing methods on a particular unit and shift, the Hospital has the discretion to offer a "critical shift" differential of seventeen dollars and fifty cents (\$17.50) per hour in addition to the employee's regular compensation rate. When the need arises, this bonus will be offered on a

fair and equitable basis. The Union President or designee will be notified before the Critical Shift Differential is announced to staff.

4. Employees designated as shift coordinators (charge) shall be paid an additional \$1.50 per hour for time worked while in-charge for the duration of the contract. Responsibilities shall include:
 - Shift-assignments of patient care
 - Patient flow
 - Coordinator of break assignments
 - Assurance that emergency procedures are followed
 - Resources for critical issues
 - Liaison to administrative supervisor

Assignment of charge responsibility shall be made by the manager. Charge will be assigned when the unit manager is not present in the hospital.

5. Care Coordinators shall be placed on the wage scale and shall receive charge pay for all hours worked as Care Coordinators. When a Care Coordinator works as a staff nurse, the Care Coordinator will be paid on the wage scale per Table A, without charge pay. Care Coordinators who are working their regularly scheduled shifts shall be paid as Care Coordinators.

TABLE - A - Wage scale for Hospital, CNS and CFW

Years of Credited Experience	Current			
		2.75%	2.00%	2.00%
0	\$32.13	\$33.01	\$33.67	\$34.34
1	\$32.78	\$33.68	\$34.35	\$35.04
2	\$33.59	\$34.51	\$35.20	\$35.90
3	\$34.29	\$35.23	\$35.94	\$36.66
4	\$35.06	\$36.02	\$36.74	\$37.48
5	\$35.84	\$36.83	\$37.57	\$38.32
6	\$36.74	\$37.75	\$38.51	\$39.28
7	\$37.66	\$38.70	\$39.47	\$40.26
8	\$38.51	\$39.57	\$40.36	\$41.17
9	\$39.31	\$40.39	\$41.20	\$42.02
10	\$39.97	\$41.07	\$41.89	\$42.73
11	\$40.43	\$41.54	\$42.37	\$43.22
12	\$40.71	\$41.83	\$42.67	\$43.52
13	\$41.08	\$42.21	\$43.05	\$43.91
14	\$41.37	\$42.51	\$43.36	\$44.23
15	\$41.93	\$43.08	\$43.94	\$44.82

16	\$42.23	\$43.39	\$44.26	\$45.15
17	\$42.47	\$43.64	\$44.51	\$45.40
18	\$42.66	\$43.83	\$44.71	\$45.60
19	\$42.85	\$44.03	\$44.91	\$45.81
20	\$43.39	\$44.58	\$45.47	\$46.38
21	\$43.71	\$44.91	\$45.81	\$46.73
22	\$43.92	\$45.13	\$46.03	\$46.95
23	\$44.16	\$45.37	\$46.28	\$47.21
24	\$44.37	\$45.59	\$46.50	\$47.43
25	\$44.85	\$46.08	\$47.00	\$47.94
26	\$45.07	\$46.31	\$47.24	\$48.19
27	\$45.30	\$46.55	\$47.48	\$48.43
Per Diem	Current			
		2.00%	2.00%	2.00%
Weekday	\$43.06	\$43.92	\$44.80	\$45.70
Weekend	\$48.58	\$49.55	\$50.54	\$51.55

ARTICLE 7. HOURS OF WORK AND OVERTIME

7.1 **Normal Workday and Workweek:** The normal workweek of each hourly employee, not including the exceptions listed below, shall consist of five (5) days of eight (8) hours for hospital-based employees and five (5) days of eight (8) hours each for CNS bargaining unit skilled field visiting staff. The normal workweek for other CNS bargaining unit employees shall consist of five (5) days of seven (7) hours each or five (5) days of eight (8) hours each, whichever they are working at the time of the ratification of this Agreement. CNS bargaining unit skilled field visiting staff may also work 12 hour shifts by mutual agreement. The workweek begins and ends at 7 a.m. Sunday. A normal workday for hospital employees shall consist of eight (8) hours of work which are to be continuous and shall include two (2) paid fifteen-minute breaks, if time permits, and CNS employees, working a seven (7) hour day shall receive one (1) fifteen-minute break, if time permits. Employees who work eight-(8) hour or ten-(10) hour shifts shall be entitled to two (2) fifteen-minute breaks. Employees who work twelve- (12) hour shifts shall be entitled to three (3) fifteen-minute breaks. Employees will not be paid for breaks that are not taken. The breaks may not be combined with lunch. Lunch and breaks cannot be taken at the end or the beginning of a shift. Employees shall not be paid for lunch (which shall be 30 minutes long).

CNS - Virtua-CNS will establish and maintain an area for employees' break/lunch.

Center for Women - The normal workday/workweek of each employee shall consist of five (5) days Monday through Friday. A normal workday for employees shall consist of at least (8) hours of work which are to be continuous and shall include two (2) paid fifteen minute breaks if time permits. Employees will not receive additional payment for breaks that are not taken. The breaks may not be combined with lunch. Lunch and breaks cannot be taken at the end or the beginning of a shift. Employees shall not be paid for lunch, which shall be 30 minutes long.

7.2 **Exceptions to Normal Workday and Workweek:**

1. The Employer may utilize alternate staffing and scheduling (e.g. 9, 10, and 12-hour shifts). The Employer will meet with the Union and employees involved before establishing such schedules and will provide at least 45 days notification prior to implementation. A CNS employee may be permitted to flex her/his hours with management approval. Except as mutually agreed, individuals employed on or before September 30, 2000 shall not be required to change their current workday and workweek in connection with the establishment of alternative shifts under this section. This preceding sentence shall not apply to employees working at the Memorial Ambulatory Surgical Center (“MASC”). The Employer may change the schedules of MASC employees with 45 days notice. Changes in shifts at MASC shall not result in shifts of less than 8 hours.
2. The Center for Women is currently closed on Saturdays, Sundays and holidays. However, it is recognized that the work week for Center for Women may be amended to include Saturday, evening and/or holiday hours. In the event the Employer decides to amend the workweek, the Employer shall give forty-five (45) days written notice of the change to the Union and, if requested, will meet with the Union and employees involved before establishing schedules.

7.3 **Overtime:** Employees who work in excess of forty (40) hours in any workweek shall receive time and one-half (1 ½) times such employee’s compensation rate for all hours worked in excess of forty (40) hours in any workweek. There will be no pyramiding of time. Pyramiding is the payment of overtime based upon two or more contractual provisions for the same hours worked. Employees shall only be paid overtime based upon one of the contractual provisions when multiple provisions are applicable.

7.4 **Required Overtime - HOSPITAL:**

Mandatory overtime may be mandated in accordance with the standards, procedures and exemptions outlined in NJ 34:11-56a31. The terms of this law will be incorporated by reference.

7.5 **Scheduling: Hospital**

Master Schedule

1. This form of scheduling uses a matrix created by the manager in which nurses have a predictable pattern of work days and days off.
2. Changes to master schedule may be made to assure proper staffing. The nurse manager will distribute changes equitably.
3. The preliminary master schedule (Plan Sheet) with approved PTO days will be posted at least six weeks prior to start of schedule in order to allow switches in workdays between staff members.

4. Staff will be assigned on a rotational basis, to have changes made to their master schedule in order to provide proper coverage during vacations, LOA, and other shift vacancies. These rotational lists shall be created by shift and shall be posted by December 20th for the following year.
5. Semi-annually, the manager may evaluate the work load/activities of the unit and make changes to the master schedules in order to meet patient needs.
6. Holidays - During the week in which a holiday is included, schedules will be adjusted to the holiday track system. The holiday track scheduling system will take precedence over the employee's master schedule. When staffing on a holiday exceeds unit needs, the manager may choose to reassign staff to cover another day during the week of the holiday. Among the employees scheduled, the opportunity to switch to another day instead of the holiday will be offered to employees in order of seniority on a rotating basis. If no volunteers are found, the switch will be assigned in reverse order of seniority, on a rotating basis, among the employees scheduled.

Needs List (for master and self-schedule)

All remaining available work time shall be posted on a needs list (this shall include electronic posting on "Bid Shift"), which is generated by the manager after the full-time, part-time and limited time employees have been scheduled.

1. Per Diems must sign up for their full commitment on the needs list during the first 7 calendar days following the date the needs list is posted.
2. All employees may sign up for additional hours on the needs list in the second week following the date this list is posted.
3. Nurses may sign up for a partial shift but preference will be given to a nurse who fills the entire posted shift.
4. Overtime shifts must have management's pre-approval to be placed on needs list.
5. Preference will be given to employees who would not work overtime (including Per Diems signing up for their commitment) during the shift in question, or would not be put into overtime later in the workweek if he/she worked that shift, based on the employee's scheduled hours for that week. All overtime must be approved by the manager or supervisor.

Self Scheduling

A unit may change from self-scheduling to master scheduling or vice versa. This change may not occur more than once per contract year, unless otherwise mutually agreed. Such changes must be agreed upon with the approval of management, by a vote of 75% of the employees in the

unit. In self-scheduling units, the manager and the staff will establish a methodology and a process. If, after five (5) months after the implementation of self scheduling, management finds that more than minimal time is being spent by management adjusting the schedule, or that management is making multiple adjustments to the schedule, or that inequities are occurring (for instance some staff have several days off in a row or staff is complaining), Virtua retains sole discretion to eliminate self scheduling and to return to a master schedule model. In units using the self-scheduling, the following rules will apply:

1. A self-scheduling unit will initiate planning at least six weeks before the start of the four-week schedule.
2. Each employee shall be responsible for submitting his or her own schedule.
3. The unit may use a needs list, to be generated after the full-time, part-time, and limited time staff have scheduled themselves. The needs list provides a blue print to identify staffing needs.
4. If a needs list is utilized, the same procedures/rules for needs lists will be followed.
5. A final schedule must be submitted to the manager for approval at least two weeks prior to the start of the schedule and shall require minimal adjustment by the manager or supervisor. The schedule submitted must be complete and balanced and include all available staff, including FT, PT, LT and Per Diem staff.
6. In self scheduling units, the managers will notify the self scheduling committees (prior to distribution of the final schedule to the staff nurses) how many nurses must be scheduled for the holiday for the purpose of re-assigning the nurses with the most bargaining unit seniority to another day if they so desire.

Posted Schedules

1. The final schedule is posted at least two weeks prior to start of schedule.
2. Nurses who are scheduled on the final schedule shall be obligated to work as scheduled subject to the provisions regarding reassignment and cancellation.
3. Nurses may switch provided that such switches do not incur additional cost, (e.g.: bonuses, overtime). Differences in base rates between FT, PT, LT, or Per Diem staff shall not be considered.
4. Failure to work as scheduled shall be considered an unscheduled absence, and shall be handled consistent with Section 9.9.

Holiday scheduling for CNS and Master and Self-Scheduling units in the Hospital and CNS:

During holiday weeks, employees may choose among the following options for compensation. Requests for specific options will be submitted to manager/department head six (6) weeks prior to start of holiday schedule.

1. Employee works regular number of workdays, gets the holiday off, is paid for time worked only, no PTO is paid (meaning PTO hours saved).
2. Employee works regular number of workdays, gets holiday off, is paid for time worked PLUS PTO hours (meaning pay is higher than regular schedule).
3. Nurse works 1 less workday, gets holiday off, and is paid for time worked PLUS PTO hours (meaning regular pay).

For employees in departments which are closed on holidays, and for employees who are off on the holiday and do not make a specific request, option 3 shall be the default payment. Employees who work in units that are closed on the holiday will be paid for the day from their PTO bank, if the employee would otherwise have been scheduled to work on the holiday.

For employees who do not make a specific request and who work on the holiday, payment shall be for hours worked, including holiday premium as applicable.

*** See Charge Nurse Position Coverage for the Care Coordinator:** In the event there is not a Care Coordinator working a particular unit and shift, and the Employer is unable to cover the vacancy with another Care Coordinator, then the coverage shall be provided by a resource nurse.

Scheduling: Center for Women

Center for Women - It is agreed that scheduling will be handled independently from scheduling from the Hospital. The Employer shall maintain its current scheduling procedure during the terms of this Agreement, except as it may be modified by the decision to self-schedule*

***Self-scheduling for Center for Women**

Center for Women may change from the current scheduling practices to self-scheduling or vice versa. This change may not occur more than once per contract year, unless otherwise mutually agreed. Such changes must be agreed upon by a vote of 75% of the bargaining unit employees in the Center for Women. Such vote may occur within 30 days after ratification of the contract.

For Center for Women, the follow self-scheduling rules will apply:

1. The schedule submitted must be complete and require minimal adjustment by the manager or supervisor. Plan sheets shall be posted four weeks before the start of the four-week schedule.
2. All requirements contained in this Agreement specific to Center for Women will apply.

3. Overtime will be assigned only by the manager or supervisor.
4. Each employee shall be responsible for his/her own schedule.
5. Employees may schedule administrative work outside normal hours of orientation with management approval and as patient care needs permit.
6. If, after five (5) months after the implementation of self scheduling, management finds that more than minimal time is being spent by management adjusting the schedule, or that management is making multiple adjustments to the schedule, or that inequities are occurring (for instance, some staff have several days off in a row or staff is complaining), Virtua retains sole discretion to eliminate self- scheduling and to return to scheduling as currently practice.

It is agreed that nurses shall be scheduled off and use available PTO on a holiday when the Center for Women is closed.

7.6 Weekend Rotation – Hospital: Other than employees with regular weekend schedules, full-time, part-time, and limited time employees shall not be required to work more than every other weekend, except that employees who work 12-hour shifts shall not be required to work more than every third weekend.

1. Employees who work in departments that are not normally open weekends will not be required to work weekends. However, should the Employer determine that it will provide the services of the department on weekends, then the affected employees will be scheduled their complete shift, unless voluntarily accepting a shorter shift length. The Employer shall give forty-five (45) days advance written notice of the change to the Union and, if requested, will meet with the Union and employees involved before establishing schedules.

7.7 Weekend and Holiday Rotation – CNS:

1. **Weekends:**
 - A. Generally, Home Care Coordinators and Intake Coordinators work Monday through Friday, unless otherwise specified. On occasion, they may be required to work weekends. When the need arises, volunteers will be sought. In the event there are insufficient volunteers, employees will be assigned in reverse order of seniority, provided that no employee shall be required to work more than every fourth weekend. Generally, skilled field visiting staff, unless otherwise specified, shall be required to work no more than every fourth weekend. Where patient care needs cannot be met under this schedule, however, those employees may be assigned to work weekends more often. Where patient care needs require that employees work more than every fourth weekend, CNS shall first post notice of the need, and employees may

volunteer to work the weekends. If there are insufficient volunteers, CNS shall assign the weekend work on a rotational basis. Weekend rotation may be self-scheduled. The schedule submitted must be complete and require minimal adjustment by the manager or supervisor.

- B. In the event that an employee fails to work a scheduled weekend shift, she/he may be required to make up the missed shift within a four-week period.
- C. Hourly employees who are required to work an additional weekend shift beyond their regularly scheduled weekend shift, shall receive time and one half (1 ½ x) for hours worked on the additional shift (s).

- 2. **Holidays:** All skilled field visiting staff, Home Care Coordinators and Intake Coordinators are required to sign up for one holiday per year. Holiday rotation may be self-scheduled. The schedule submitted must be complete and require minimal adjustment by the manager or supervisor. The blank holiday schedule will be posted during February of each year and must be completed by the end of March. CNS will fill in gaps in the holiday schedule (to the extent possible) with Per Diem employees and, if there are insufficient number of Per Diem employees willing to work an additional holiday, CNS will assign employees to fill the gaps on a rotational basis. If an employee fails to work an assigned holiday, the employee may be required to work another mutually agreed upon holiday within the next twelve months where there is a need for coverage.

7.8 **Holiday Schedules. Hospital:**

- 1. The following tracks shall be used for scheduling purposes only:

Track A	Track B
New Year's Day	Memorial Day
Independence Day	Labor Day
Thanksgiving Day	Christmas Day
Christmas Eve	New Year's Eve

- 2. Employees assigned to work Track A generally shall be scheduled off work on Track B; employees assigned to work Track B generally shall be scheduled off work on Track A. The track designation shall rotate annually thereafter and will be posted by the Hospital.
- 3. The track scheduling set forth in this section shall take precedence over all other scheduling including weekends, vacations, etc. For instance, if an employee is assigned to work pursuant to this article, he/she must work even though he/she would otherwise be scheduled off because of vacation or the weekend assignment schedule.

The Employer shall make reasonable efforts to schedule the minimum number of employees on a holiday, while considering patient care needs and past call-out experience, to ensure that the maximum number of employees are scheduled off. Holiday scheduling options for compensation are listed in Section 7.5.

4. If an employee does not work when assigned and/or expected to work pursuant to this Article, the employee may be scheduled for any other holiday listed above.
5. Nothing in this Article shall prohibit the Hospital from scheduling or assigning employees as it determines appropriate in the event circumstances occur such that the Hospital determines that additional nurses are needed (such as leaves of absence, vacancies, unscheduled personal leave, etc.). If the Hospital determines that additional work hours or employees are needed on a holiday, the hours shall be assigned in the following order:
 - 1st Volunteers will be sought; if no volunteers then,
 - 2nd Nurses who had previous holiday absence will be scheduled
 - 3rd Employer may schedule agency staff before others are assigned provided that the assignment of the volunteer(s) is determined by the Hospital to be operationally sound and cost prudent. When circumstances permit, the Employer may utilize voluntary on-call instead of assigning employees to work the holiday. No employee shall be required to work five holidays in a year if another employee in the unit or department works fewer than four holidays.
6. **Surgical Services Holiday Coverage.** All Operating Room, Endoscopy and PACU employees are required to take call a minimum of one holiday (as listed above) per year. A holiday list will be posted during the first week of January for staff to sign up by February 15. If a vacancy remains on the holiday list, the supervisor will assign employees on a rotational basis. No employee will be required to work the same holiday two years in a row. Surgical Services nurses shall be required to work either Christmas Eve or New Year's Eve if Surgical Services is open on those days. Such work may substitute for the employee's holiday on-call obligation, provided that holiday on-call coverage needs permit.
7. In the event that staffing on a holiday permits, employees who are scheduled to work the holiday will be given the opportunity to volunteer to take the day off. Such opportunity would be offered in order of seniority of the employee scheduled to work on that unit on the holiday.

Float nurses shall also be given the opportunity to volunteer to take the day off and shall proceed in the following order:

- A. At shift changes, Staffing Officer/supervisor shall offer the holiday off first on a unit-specific basis based on staffing guidelines, excluding Float Nurses. This is to insure that the minimum numbers of RN's per unit are scheduled, as in 7.8#3.
 - B. Next, Float Nurses with less seniority than remaining staff in that Clinical Grouping shall either fill any vacancies that still exist or replace the remaining most senior nurse within the Clinical Grouping.
 - C. Finally, Float nurses with more seniority than remaining staff in a clinical grouping shall either fill remaining vacancies or, if none exist, be offered the day off.
8. Any employee reporting off on the scheduled holiday for a non-work related illness or injury will not be granted PTO pay for this unscheduled time off. Exceptions are limited to hospitalization, which shall include documented emergency room visits.
9. Notwithstanding the provisions above (Section 7.8 1-8), all nurses with more than twenty-five (25) years of bargaining unit seniority will be granted one (1) additional holiday off per year with approval based on seniority. The selection shall be handled on a unit basis.

Eligible nurses shall submit their request for holiday off to their manager by January 7 of each year. Nurses who shall reach their twenty-fifth (25th) anniversary within the calendar year shall request all this time, for holidays occurring after their twenty-fifth (25th) anniversary. Requests are to include the employee's first, second and third choice of holiday off. Nursing directors, or their designees, will make their best effort to grant the first preference, however in order to insure proper staffing, it may not be possible to grant first choice on all units.

This provision is not intended to have a negative impact on RNs not eligible for this holiday benefit.

This provision does not extend to employees working Surgical Services, or other units that are closed on holidays.

7.9 Hospital Excused Time, Overtime and Extra Time:

- 1. Hospital Excused Time – If it is determined by Virtua that an employee does not need to work his or her shift, the employee will be called at least one and one half (1.5) hours before the scheduled start time and excused from work. At the employee's request, the hospital excused time may be compensated by using accrued personal leave time, or may be taken as unpaid time.

In determining who will be excused when hospital excused time is necessary, the following guidelines will be followed:

- A. Employees may volunteer in advance and hospital excused time will be given to volunteers before others are assigned.
- B. A list of hospital excused time will be maintained on a rotational basis by order of bargaining unit seniority in each nursing unit. The Hospital will assign the excused time to the most senior employee working that day who has not been previously excused. The hospital retains discretion to vary from selecting the next nurse on a rotational basis taking into consideration staffing mix in the interest of quality care.
- C. The first time in each contract year (starting from the date of ratification) that an employee is excused, the employee will receive pay for the shift as Hospital Excused Pay. Hospital Excused Pay shall not include any shift differentials.

Care Coordinator: To maximize the effectiveness of the Care Coordinator as a resource to the staff nurse, the Employer will recognize the job as a separate and unique title for purposes of this Section 7.9

In lieu of Hospital Excused Time, the employee will be given one or more of the following options, if available, for all or part of the shift.

- A. Participation in committee work
 - B. Participate in patient education and/or follow-up phone calls
 - C. Participation in educational opportunities or educational modules
 - D. Participation in quality improvement programs
 - E. Orientation to other clinical areas
 - F. Float to another nursing department without a patient assignment
 - G. Reassignment consistent with Section 8.7 Clinical Groupings, or voluntary reassignment outside the clinical groupings
 - H. Offered voluntary on-call
 - I. Offered another available shift in their clinical grouping
2. Overtime and Extra Time – The hospital agrees to cancel RNs working extra shifts, with one and one half (1.5) hours notice or pay in lieu thereof, when it becomes necessary to do so, in the following order by bargaining unit seniority unless otherwise noted:

- A. Agency Nurses
 - B. Employees who are working overtime with bonus payments/Critical Shift differential
 - C. Employees on overtime, except that employees who have worked additional shifts on a voluntary or involuntary basis earlier in the week shall not be canceled on a regularly scheduled day, out of order, later in the week, unless mutually agreed upon
 - D. Employees who are working with bonus payments, with the person who last signed up, first to be canceled
 - E. Employees requesting PTO
 - F. Per Diem - with the person who signed up for the shift last, first to be canceled
 - G. Extra time part-time employees who signed up for extra shifts that are not overtime
 - H. Weekend Program Staff working extra shifts
 - I. Full-time employees who signed up for extra shifts that are not overtime
 - J. Assign Hospital Excused Time consistent with 7.9.1 above
3. Overtime will be canceled after the 40th hour. It is understood that overtime occurs when an employee has worked more than 40 hours in a week.
 4. An employee who has been canceled may by mutual agreement be placed on call or be reassigned to another available shift.
 5. In contrast to a late cancellation as set forth in paragraph 7.9.2 above, it is agreed that an employee improperly cancelled out of order shall be paid for the full shift missed.

7.10 **Daylight Savings Time:** Employees will be paid for all time worked.

ARTICLE 8. SHIFTS, DIFFERENTIALS AND CLINICAL GROUPINGS

8.1 Shift Rotation – HOSPITAL

Virtua shall continue its current practice regarding shift rotation as modified herein. Employees will be assigned “regular” shifts. Shift rotation may only occur to meet patient care requirements. Prior to any shift rotation, Memorial shall seek volunteers among the unit’s entire staff as well as all qualified Per Diem staff. Only if there is an inadequate number of volunteers, Virtua-Memorial may assign, with 45 days notice, employees to an alternative shift. Provided

the conditions of this section are met, Memorial may rotate an employee out of their regular shift during only one week during any two consecutive four-week schedules. During the designated week, rotation may only occur to one other designated shift.

An employee who rotates to another shift shall receive an additional five-dollars (\$5.00) per hour for the course of the rotation added to their base rate of pay.

8.2 **Work Reassignment and Shift Rotation – CNS**

1. Employees in Health Promotion may be reassigned to Clinic coverage, and employees in the Clinic may be reassigned to Health Promotion visits, as patient needs require.
2. Skilled field visit personnel may be reassigned to do visits on another team as patient needs require.
3. Employees may be reassigned to a shift other than their primary shift in order to provide adequate coverage. CNS shall:
 - A. first, solicit volunteers among all qualified CNS staff,
 - B. then, require the reassignment on a rotational basis. Unless otherwise agreed, RNs may be rotated only once in each four-week schedule and will be provided as much advance notice as possible but in no case less than twenty-four hours advance notice. Virtua will give due consideration to employee's personal circumstances in making such assignments. Nurses who work will be paid a bonus of \$5.00 per hour in addition to their regular rate of pay. In addition, nurses who work the full shift (at least eight (8) hours) may flex their time for up to two (2) hours the next day, if they choose to do so, and may use available PTO with notice to the appropriate supervisor or manager. If the employee utilizes his/her PTO, such time shall be taken out of his/her available visit time, and he/she shall have his/her schedule adjusted by CNS accordingly. There shall be no negative impact in the productivity of the nurse who is rotated and who chooses to flex their time as set forth above.

8.3 **Shift Differential:** Hourly employees shall be paid the following differential:

1. Hospital:
 - Evening - 10% for all hours worked between 3:00 P.M. and 11:00 P.M. (when the employee works at least four hours during that period).
 - Night - 15% for all hours between 11:00 P.M. and 7:00 A.M. (when the employee works at least four hours during that period).
2. CNS:

Evening -10% for all hours worked between 3:00 P.M. and 11:00 P.M. (when the employee works at least four hours during that period).

Night - 15% for all hours between 11 P.M. and 7:00 A.M. (when the employee works at least four hours during that period).

3. Shift Differentials. Per Visit Employees - CNS

Employees re-assigned to an evening or night shift rotation pursuant to paragraph 8.2 (c) shall be paid the following differentials:

Evening - 10% for all visits worked between 3:00 P.M. and 11:00 P.M. (provided employee works at least 3 RVE (s) during that period.)

Night - 15% for all visits worked between 11 P.M. and 7:00 A.M. (provided employee works at least 3 RVE (s) during that period).

All visits not satisfying the foregoing requirements shall be compensated at the regular RVE rates.

8.4 **On- Call**

1. **Hospital / facility based employees:** Employees in the following departments may be required to work on-call, if needed up to the maximums listed below.

AREA	WEEKDAY	WEEKEND	HOLIDAYS
Endoscopy*	Max - 3 shifts/4 week schedule (Shift = 6 pm - 6 am)	Max - 1 shift/4 week schedule (6 am Sat - 6 am Mon) (Shift = 48 hrs.)	Max - 2 holiday/year (Shift = 24 hrs.)
OR	Max - 3 shifts/4 week schedule plus 5 shifts 4 times year (Shift = 8:00 pm - 7 am)	Max - 12 shifts/year (7 pm Sat - 7 am Sun or 7 pm Sun - 7 am Mon) (Shift = 12 hrs.)	Max - 1 holiday/year (Shift = 24 hrs.)
PACU	Max - 4 shifts/4 week schedule (Shifts 8:30 pm - 8:00 am)	Max - 2 shifts/4 week schedule (8:30 pm Sat- 8:00 am Mon) (Shift =11 ½ hrs.)	Max - 2 holidays/year (Shift = 24 hrs.)
Radiology	M & W & Th 4 pm - 7:30 am Tues & Fri 4:30 pm -7:30 am 1 shift/week	Sat & Sun 7:30 am - 7:30 am (48 hrs.) 1 weekend/month	Max - 2 holidays/year (Shift = 24 hrs.)
Cardiac Cath Lab	Mon – Fri Max 5 shifts/4 week schedule (shift equals 5 p.m. - 6:30 a.m.) (Shift = 13 ½ hours)	Saturday- Monday Max 1 shift/4 week schedule (6:30am Sat - 6:30 a.m. Monday) (1 Shift = 48 hours)	Max - 2 holidays/year (6:30 a.m. - 6:30 a.m.) (Shift = 24 hrs.)
Vascular Access Team (VAT) Department**	No call requirement on weekday	Sat & Sun 8:00 am-4:30pm	Max – 3 holidays/year 8:00 am-4:30pm

NOTE REGARDING L&D: Employees in the L&D Department may be required to work on-call for C-sections (emergency or scheduled C-section) and for unpredictable spikes in patient volume up to the maximum listed below:

Weekday: Max-16 hours/4 week schedule, minimum of 4 hour blocks, 3:00 pm – 7:00am, and

Weekend: 8 Hours/4 week schedule, maximum of 4 hour blocks, 7:00 am Saturday – 7:00 am Monday.

The employee called in for C-section will have the option to either scrub/circulate on the case or work in the department, and the employee will only be required to stay for the recovery period which will end when the patient is transferred.

Virtua shall track the reasons and hours for all call-ins for the mandatory on-call times. The parties agree that the use of L&D on-call shall be reviewed quarterly at staffing committee meetings (Sec 5.9). The parties agree that if nurses are called in excessively during the mandatory on-call times, the parties will consider and discuss the potential for staffing adjustments.

Staff nurses are permitted to call in the on-call team. In the event a nurse volunteers to leave due to low census, he/she shall be required to be available to return to the shift; in the event of such return, the employee shall not receive on-call pay or call-back pay. Should census increase during the same shift, she/he shall be the first to be called back before calling in the on-call person.

Switches between staff for on-call are permitted.

Per-diem on-call requirements are set forth in Section 21.1.

Provided that patient volume remains substantially equal to current L&D volume, it is the parties' intent to maintain current staffing levels on the 11:00pm to 7:00am shift.

*NOTE REGARDING ENDOSCOPY: Holiday call shall be handled as described in the ENDO Side Letter.

**NOTE REGARDING VAT: Call in the VAT dept. is not considered to be an emergency procedure and thus, the hours of call will only be changed if the normal weekly operating hours change.

2. Surgical first call and second call in OR.

To assure the provision of emergency surgical services in the event that a patient needs emergency surgical care while another case is in progress, a second call system will be instituted in the main Operating Room. Virtua will attempt to provide second call coverage for the weekend (7 a.m. Saturday to 7 a.m. Monday) by first seeking volunteers for that purpose. In addition, first call and other second call coverage will be as follows:

- A. Weekdays: Weeknight call shifts shall begin at 8 p.m. and end at 7 a.m. Employees will take first call a maximum of three shifts per four-week schedule. Employees will take a full week (Monday through Friday nights) second call four times per year. Employees working 2 p.m. to 11 p.m. will begin taking call at 11 p.m.
 - B. Holidays: Employees will take call a maximum of one (1) twenty-four (24) hour shift per year.
3. The required response time shall be 30 minutes from all areas. One qualified employee may fulfill all or part of another employee's on-call requirement by mutual agreement between the two employees with approval by the manager. Such approval shall not be unreasonably denied. Staffing and cost concerns shall not be deemed to be "unreasonable."
 4. On call scheduling shall be subject to the self-scheduling rules as set forth in Section 7.5 self-scheduling, and shall be subject to review by management with regard to staffing and monetary concerns.
 5. Employees will be paid for the time they are on call. Employees will be paid for all hours worked with a 3-hour minimum at time and a half. When an employee is called into work he/she shall not receive on-call pay during the hours worked, but shall be eligible for shift differential. In the event that an employee is called in during a holiday, the employee shall receive double pay for all hours worked.
 - A. For Hospital/facility-based employees, payment begins from the time the employee arrives at his or her workstation and ends at the conclusion of the work he or she was called in to do.
 - B. On-Call rates shall be as follows:
 - \$5.00 per hour
 - Holiday on-call rate shall be double the above on-call rates.
 - C. On-call employees shall be entitled to a paid sleep day for their next scheduled shift of work if they work more than four (4) hours between the hours of 11 p.m. and 7 a.m. immediately preceding the next contiguous day shift.
 - D. Endoscopy Cath Lab and Radiology on-call employees who work on-call between 11:00 p.m. - 6:00 a.m. shall be entitled to a paid sleep time on an hour-for-hour basis (with a minimum of two (2) hours) for their next contiguous day shift of the hours worked on-call. *For example:* An employee is called in at midnight - 2:00 a.m.; then the employee will come in 2 hours later and be paid for the time. In addition, where Endoscopy Cath Lab and Radiology

on-call employees work more than four (4) hours between the hours of 11:00 p.m. and 6:00 a.m. immediately preceding the next contiguous dayshift, such employees shall be entitled to a paid sleep day for their next scheduled shift of work.

- E. First and second call shall be paid at the same rate.
- F. Staff are permitted to find their own coverage for on-call time, with the manager's approval.
- G. Employees shall not be required to find their own coverage for on-call time during approved PTO, but employees may not self schedule themselves for on-call coverage during requested or approved PTO.

6. Full-time On-Call RN

- A. Salaried on-call positions are used to provide on-call coverage and payment in a manner different than terms established elsewhere in this Agreement.
- B. Employees in such positions shall be paid forty (40) hours base pay for forty eight (48) hours of on-call coverage on a salaried basis. Such salary shall cover the on-call time and all hours worked up to forty (40) hours. Hours worked beyond forty (40) per week shall be paid at the applicable overtime rate. Hours of on-call for all fulltime on-call RNs will be set by the employer.
- C. Shifts worked in addition to the forty-eight (48) hours of on-call shall be paid at the employee's regular hourly rate. Overtime will be paid for hours worked in excess of forty (40) in a work week. Shift differential shall be paid for additional shifts worked.
- D. Additional, voluntary on-call will be paid in accordance with the on-call provisions of this Agreement.
- E. Benefits are the same as full-time employees. PTO/EST accrual will be based on 40 hours each week, regardless of amount of time actually called in to work.
- F. Holiday commitments shall be the same as other employees in the unit. Holiday differential will be paid for actual hours worked on the holiday.
- G. A salaried on-call RN shall be entitled to a 4 hour sleep time break after 12 consecutive hours of actual work time.

7. Occupational Health.

- A. Prospective application of “availability” coverage in Occupational Health to be administered in accordance with the procedure set forth below. In recognition of the need to occasionally seek off-hours consultation with occupational health nurses, the parties have agreed to utilize the following procedure in lieu of requiring on-call. This procedure applies to full-time, part-time, and limited time nurses and to Per Diem nurses. Per Diems must schedule at least sixteen (16) of their twenty-four (24) hour commitment as availability time. Additionally, Per Diem nurses may sign up for additional unit based availability time. Such time shall be over and above the twenty-four (24) hour per schedule availability requirement.
- B. Procedure:
1. Employees will not be required to be on-call; however, employees may be called by telephone at their homes or such other numbers as they may provide. Upon request, the Employer will provide the nurse with a beeper for this purpose.
 2. As employees will not be on-call, they will not be required to report to the hospital, nor be required to be available for such calls, nor will they be disciplined for not being available to receive such calls.
 3. It is expected, however, that employees will accept consultation calls when they are available.
 4. Employees will not receive on-call pay or other compensation for off-hours availability.
 5. Employees who provide consultation by telephone or who respond to requests to come to the hospital during off-hours will be paid for time spent in consultation, and/or at work in the hospital and will have such hours treated as hours worked. It is expected that consultations will be telephonic, unless the manager/supervisor specifically authorized the employee to come into the hospital.
 6. Employees who provide consultation by telephone will be required to submit documentation of time spent providing such consultation in accordance with normal submissions.
 7. Employees who come in to the hospital in response to request will record their time in accordance with normal time recording practices.

8. Employees will be expected to sign-up indicating their expected availability. If no employees indicate availability, the manager reserves the right to designate employee for such consultation calls.
 9. Local, long distance, and cell phone charges shall be reimbursed upon presentation of appropriate documentation.
 10. This process does not preclude the Employer from instituting “on-call.” In the event that such need occurs, the Employer shall provide at least two weeks’ notice to the affected employees and the Union.
8. Employer may implement on-call in any unit on a voluntary basis.
 - A. Employees on-call are paid the same as noted in (E) above.
 - B. Each unit shall have clearly defined on-call guidelines for on-call, which will be determined before implementation. A copy of such guidelines shall be forwarded to the Union and posted on the unit.
 - C. On-call shall be equitably divided among all staff volunteering.
 - D. Employees will not be sent home and placed on-call unless mutually agreed by the employee and the manager.

8.5 **On-Call: CNS Employees**

1. On-call shifts shall be composed of fifteen and one-half (15 ½) hours from 4:30 p.m. to 8:00 a.m. Employees may be required, if needed, to be on call for not more than two weekday on- call shifts per month and one weekend on-call shift per quarter. The weekend includes Saturday and Sunday.
2. CNS employees shall receive the same on-call rates as hospital/facility based employees. CNS on-call will have a two (2) hour minimum.
3. CNS hourly rate employees shall be compensated at time and a half (1 ½) of their regular rate of pay for on-call hours worked. Skilled field visiting per visit personnel shall be paid at their applicable per visit rate.
4. For CNS, payment includes travel time to the patient’s home and return to the employee’s home.
5. Designated On-call program. Employer may establish on-call positions for CNS subject to the following parameters.
 - A. On - Call RN’s: On-call shifts shall be composed of fifteen and one-half (15 ½) hours from 4:30 p.m. to 8:00 a.m.

- B. Employees in this position shall be considered limited time.
 - C. Employees shall receive on-call rates as per contract Section 8.4(5)(B).
 - D. Employees shall be compensated at their regular rate of pay for on-call hours worked.
 - E. On-call visits shall include travel time to the patient's home and return to the employee's home.
 - F. Employees who sign up to cover and or back up the designated On-Call Position(s) shall be notified by 4 p.m. if needed to work and will be compensated for holding the pager.
6. Triage Nurse position-on-call.
- A. Employees in this position shall be considered limited time and will work from their home. These employees do not do home visits.
 - B. Employees shall receive on-call rates as per contract Section 8.4(5)(B).
 - C. Employees shall receive their regular hourly rate of pay while triaging and appropriate follow-up.
 - D. On-call shifts shall be composed of fifteen and one-half (15 ½) hours from 4:30 p.m. to 8:00 a.m.
7. Per Diem and Limited Time Employees on-call.
- A. Limited time employees hired after May 31, 2009, must work one on-call shift per quarter of fifteen and one-half (15 ½) hours from 4:30 p.m. to 8:00 a.m. per month, in addition to their regularly scheduled work hours.
 - B. Per Diem employees hired after May 31, 2009, must make themselves available for one on-call shift of fifteen and one-half (15 ½) hours from 4:30 p.m. to 8:00 a.m. per quarter, in addition to their required 32 hours per month as set forth in Section 20.1 of this Agreement. One such on-call shift per year shall be a weekend shift.
8. The on call RN who works greater than four (4) hours of on call after working a full regular eight (8) hour shift and who is scheduled to work the following day another full shift, may request an adjustment of his/her schedule for the following day, hour for hour for any hours worked beyond four (4) hours of visit time on call. The employee may use PTO or take the time without pay. The employee will notify the supervisor on call

once he/she has exceeded four (4) hours of visit time on call if he/she wants his/her schedule shortened for the next day.

8.6 **Holiday Differential:** Time and one-half is paid for all hours worked on the following recognized Holidays:

Hospital has eight recognized Holidays:

New Year's Day	Labor Day
Memorial Day	Thanksgiving
Independence Day	Christmas
Christmas Eve	New Years Eve

The holiday shall commence at 7:00 am on the day of the holiday and run until 7:00 am the next day.

CNS and Center for Women have six recognized Holidays:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
July 4th	Christmas Day.

8.7 **Clinical Groupings and Reassignment: Hospital**

1. **Clinical Groupings:** Employees may be reassigned during their shifts to another patient care unit that is within the same clinical grouping. All employees within the clinical grouping are required to have the enumerated minimum requirements for that clinical grouping and to have completed the unit based orientation checklist. The clinical groupings, and their respective minimum requirements, are as follows:

CLINICAL GROUPINGS	MINIMUM REQUIREMENTS
Med Surg/Telemetry (3NE, 3NW, 4NE, 4NW, 5 Stokes, 7 Stokes)	BLS
ICU/CCU**	BLS, ACLS
PCU (2N)**	BLS, ACLS
Emergency Department	BLS, ACLS, PALS
Behavioral Health	BLS
Labor & Delivery/OB Triage	BLS, ACLS, NRP

Special Care Nursery, MBU	BLS for all, NRP
Pediatric Pavilion	ACLS & PALS
ATU	BLS
Operating Room	BLS
Surgical Admissions Area, Endo and PACU (main hospital only)	BLS, ACLS, PALS (PACU only)
Ambulatory Surgery Center (for PACU only)	BLS, ACLS, PALS
Radiology/Cardiac Cath	BLS, ACLS
Occupational Health	BLS
Cardiac Rehab / Cardiovascular lab	BLS, ACLS
Vascular Access Team (VAT) Department	BLS, PICC certified

** ICU/CCU and PCU shall be considered a clinical grouping for Per Diems only.

Per diem staff who are hired or transfer to PCU with no previous critical care experience after the effective date of this Agreement of May 31, 2017 must successfully complete a critical care course (s), which will be offered and paid for by the Employer, within 12 months.

NOTE: During construction projects, the employer may create temporary care locations that are not considered overflow areas.

In the event that new nursing units are developed, the Employer will negotiate regarding the placement in the clinical groupings. In the event that the parties do not reach agreement, the Employer may implement the placement in a clinical grouping, subject to the Union's right to grieve the placement.

2. Reassignment guidelines:

- A. The employee being reassigned must report to the reassigned unit within ten (10) minutes of notification.
- B. Agency, including travel nurses, shall be reassigned first, followed by Per Diem and/or Float nurses. Per Diems and Float nurses shall not receive the hourly reassignment pay described below. Reassignment may be to regular units or overflow areas.
- C. Volunteers for reassignment shall be sought next. Employees who volunteer (including the employee who is next up in the rotation to

be reassigned if he or she volunteers) for reassignment from one patient care unit to another shall receive an additional hourly rate of \$3.00 per hour. If there are not sufficient volunteers, regularly scheduled employees will be reassigned on a rotating basis. The employees in each unit shall maintain documentation of rotation.

- D. Employees who are reassigned shall not be required to assume Resource Nurse (Charge) duties. In situations where the employee believes he or she is not qualified to accept the assignment, including operation of equipment to which they have not been oriented, the employee shall notify the manager or supervisor so that Virtua can either provide the training or make the appropriate changes in the assignment. When reassigned, an employee may request to be reacclimated to the unit to which he/she is reassigned.
- E. Only when there is no other need within the clinical grouping (without regard to agency, traveling nurses, or overtime), or where nurses are held in reserve so that a unit can be re-opened, an employee who is chosen to be reassigned may either take personal leave or unpaid time off in lieu of being reassigned.
- F. Employees may sign up to work in a clinical grouping other than their own if they are qualified in the second clinical grouping, and, when they do so, they shall be subject to reassignment only for that time and shift, within the second clinical grouping.
- G. In the event of increase in census in a particular unit or clinical grouping, the Employer may create "overflow" areas which shall be considered part of that unit's clinical grouping. Reassignment to such an overflow area shall be a reassignment under this Section 8.7. The president or her designee shall be notified within 24 hours of the creation/opening of any overflow area. The following are current designated overflow areas: Cath Lab, ED Holding area, 3NW. Upon request, an employee reassigned to an overflow area shall be given an appropriate orientation to the area.

Virtua shall develop and maintain a list of all potential volunteers who have agreed in advance to be reassigned to overflow areas.

In addition, the nurse assigned to overflow shall be supplied with the name and contact number of a support person.

- H. Nurses who typically respond to emergencies and/or perform procedures in any areas outside their units will continue to do so and shall not receive any additional pay for such activities. For other nurses, in the event of an emergency, the employer may assign a nurse to an area physically outside of the units in his/her clinical groupings. A nurse in this situation would be entitled to

\$3.00 per hour above his/her hourly rate for the time spent on such emergency.

Such assignment shall not be considered a reassignment under this Section 8.7.

3. **Care Coordinator:** To maximize the effectiveness of the Care Coordinator as a resource to the staff nurse, the Employer will recognize the job as a separate and unique title for purposes of this article.

It is expressly agreed and understood that any reassignment of Care Coordinators shall be in accordance with Section 8.7.1. of the contract.

ARTICLE 9. PAID TIME OFF (PTO)

9.1 **Entitlement:** Full-time, part-time, and limited time employees are entitled to paid time off, in accordance with the schedule set forth below. Full-time, part-time, and limited time employees who transfer to Per Diem status will have their accrued Paid Time Off (PTO) paid to them at the time of transfer, except that an employee on “Right of First Refusal”, Section 11.5, shall have the option of having his/her PTO paid out. There are two parts to the plan, Paid Time Off and Extended Sick Time. Virtua will make reasonable efforts to grant PTO at times requested by the employees consistent with staffing and patient care needs.

9.2 **Paid Time Off:** provides time off for vacations, holidays, personal days and short-term illness.

Accrual: Paid time off is accrued each pay period and accrual begins immediately upon hire. New employees may not use PTO, for other than legal holidays, during their first three months of employment. After their first three months of employment, eligible employees may utilize PTO immediately upon accrual. The amount accrued is based upon the number of hours for which the employee is paid* each pay period and on the employee’s length of service, subject to the attached schedule.

* PTO and EST shall be earned for hours worked, staff meetings, education time for which employees are paid, jury duty, bereavement leave, PTO (except PTO which is taken during a leave of absence described in Section 11.1 or 11.3), EST for Workers’ Compensation, and short-term military leave.

PTO will not be earned for overtime hours; EST will not be earned for non-workers compensation absence, shift differentials, bonus if applicable and on -call hours.

PTO and EST will not be earned on any unpaid leave, or leaves of absences described in Section 11.1 or 11.3.

9.3 **Maximum Accrual:** The maximum total PTO accrual bank shall be as set forth on the attached schedule. (Table B)

9.4 **PTO Sell back:**

1. There shall be two PTO sell back opportunities/calendar year (which shall be at least six (6) months apart within each calendar year), in which employees may convert accrued PTO into cash. Employees may sell back up to one hundred (100) hours/opportunity, for a total of 200 hours/calendar year. The sell back price shall be 75% of the employee's base hourly rate. To be sold back, hours must be accrued and available and a minimum balance of twenty (20) hours must be retained at time of sell back. The Employer shall give the Union thirty (30) days prior notice of each payout date.
2. Employees who have requested PTO time, which has been denied by Virtua, shall have time off scheduled by the Employer or shall be permitted to cash in PTO at 100% of the employee's base hourly rate that would otherwise be lost due to the accrual limit, at the Employer's option.

9.5 Extended Sick Time (EST): EST provides paid time for work-related illnesses or non-work related injury, or illness as outlined in Section 9.6, and to supplement workers' compensation/TDB income.

Accrual: The factor for EST accrual is .019225 times hours worked, as defined in Section 9.2 above. The maximum annual extended sick time accrual shall be 2080 times the accrual factor. There shall be no maximum total accrual.

9.6 Access to EST: Employees may utilize EST on the first day of absence due to work related injury or illness, hospital admission, same day surgery including recovery period.

Employees may utilize EST for non-work-related injury/illness: After use of 24 hours of PTO in the event that an employee works less than four (4) days per week, or twenty four (24) hours, the employee may access his/her EST bank after seven (7) calendar days of illness or injury have elapsed.

Supplemental income: employees may use EST in order to supplement modified duty, workers compensation or temporary disability benefits up to 100% of the employee's regular base pay.

Consistent with Virtua policy, employees must provide the Employer with a note from their healthcare provider in order to utilize EST. Unrelated to payment for time missed from work, in order for the time to be properly counted as federal FMLA time and not as an occurrence under the Attendance Policy, employee must provide a note that provides enough detail so that the absence can be designated as one due to a serious health condition (it is best to use the Certification of Healthcare Provider form used to apply for FMLA leaves); consistent with the FMLA, a single note may cover more than one absence, for intermittent or consecutive days.

Per Diems may not access EST (accrued while in another status). Such time will remain frozen and may be utilized if the Per Diem returns to full-time or part-time status.

9.7 Procedures: Hospital, CNS & Center for Women

Hospital

1. Employees shall submit vacation requests and/or other critical PTO requests to their manager by January 7 of each year. Requests are to include the employee's first, second and third choice of vacation period for requested PTO for the peak vacation period of June 15 through the Sunday after Labor Day, and may not exceed the cumulative total of scheduled hours per pay period, that is, a maximum of two calendar weeks. July 4th and Labor Day are not counted in this maximum. Full-week vacation requests will take precedence over individual days, in the event that all requests cannot be granted.
 - A. If unscheduled time is available after granting the original request, then employees may request additional time.
 - B. When scheduling needs permit, additional time may be permitted by the manager.
 - C. The intent of critical PTO is to request time outside of the peak summer vacation period and limit total summer and critical PTO time to the cumulative total of scheduled hours/pay.
 - D. For purposes of preparing the summer peak vacation schedule, a week request will be the seven (7) day contiguous period noted by the requesting employee and the seven (7) day period will begin with the first day requested off by the employee.

Note: The parties agree to review the peak vacation scheduling process in staffing committee meetings.

2. The manager shall approve vacation in seniority order, and post the approved vacation and critical PTO times by February 7.
3. For subsequent PTO requests, managers will post a chart in units identifying the date each schedule begins, the earliest date PTO can be requested, and the latest date PTO can be requested. PTO requests must be submitted in writing. Such PTO request shall be submitted no earlier than ten weeks, and no later than six weeks, prior to the start of the schedule.
4. In determining which employee is entitled to a particular PTO request, the following rules apply:
 - A. The approval for requests submitted within the first five days of the schedule's PTO request window shall be based upon seniority.
 - B. The approval for requests submitted after the fifth day of the schedule's PTO request window shall be on a first-come-basis.

- C. In any event, each employee request for PTO shall be answered within fourteen (14) calendar days and, if denied, the reason for such denial shall be included in the response to the employee.
 - D. Virtua shall make every reasonable effort to grant PTO requests made during the time period specified by the process flow period. Such reasonable efforts shall include, but will not be limited to, pre-scheduled Per Diem staff and posting early on bid shift the requested hours.
 - E. PTO shall not be denied based on insufficient accrued time in an employee's PTO bank if (based on the employee's regularly scheduled hours) the employee has the potential to accrue the time to cover the PTO requested before it is to be taken.
5. Virtua will make every reasonable attempt to provide each nurse with at least one week of vacation between June 15 through the Sunday after Labor Day, if requested in accordance with Section 9.7.1 above.
 6. Managers shall post a calendar visible to all unit staff before the first week of January. Such calendar will be maintained by the employees and will be used for the purpose of allowing employees to view each other's peak vacation requests.
 7. When an employee voluntarily leaves work due to lack of work, with approval from her/his immediate supervisor, the employee shall have the option to use Paid Time Off (PTO) or have the time not paid.
 8. The Employer shall make every effort to grant additional weekend shift/year as follows:

<u>Staff Working</u>	<u>Additional Weekend Shift/Year</u>
Every other weekend	Four (4)
Every third weekend	Two (2)

It is understood that approval for a specific weekend shift is based upon patient and staffing needs. It is understood that contract Section 9.7.7 does not set absolute limits on the amount of weekend PTO that may be requested. Nurses may request additional weekend PTO, and if staffing allows, it will be granted.

9. RNs regularly scheduled to work evening or night shifts may request 10% additional PTO time to supplement the regular PTO request.
10. RNs may donate PTO value to another employee in case of extreme hardship. All donations are final.
11. Nurses seeking time off who find their own coverage shall not be denied the time, provided such coverage does not incur additional cost for the

day, other than base rates (e.g. overtime payment or bonus payment) for the day. Replacement at overtime payment may be approved at the manager's discretion. It is understood that "for the day" means that the overtime must start accruing on the same day the employee is working. Time that might be worked in the future is not counted as overtime.

Note: The nurse signing the change of schedule form shall be accountable for covering the shift for the originally scheduled nurse, subject to the provisions regarding reassignment and cancellation. Absent a signed agreement, the original assigned nurse is accountable for coverage of the shift.

Care Coordinator: To maximize the effectiveness of the Care Coordinator as a resource to the staff nurse, the Employer may recognize the job as a separate and unique title for purposes of approving time off.

CNS

All requests for PTO must be submitted no later than four (4) weeks prior to the requested leave date. Except for requests for the period of June 15 through Labor Day, all requests for PTO must be submitted no earlier than eight (8) weeks prior to the requested leave date. An employee's request for PTO shall be answered in writing within fourteen (14) calendar days from the date of the submission of a written request. If no PTO has been requested for a particular date within this four-week period, PTO may be granted at the discretion of the supervisor.

PTO requests for the period of June 15 through Labor Day and other critical PTO requests shall be submitted between January 1 and March 1 of the year in which the PTO is to be taken. Such requests submitted during this period shall take precedence over requests submitted after March 1. The requests shall be returned no later than March 31.

If unscheduled time is available after granting the original request, then employees may request additional time.

Nurses seeking time off who find their own coverage shall not be denied the time, provided such coverage does not incur additional cost for the day, other than base rates (e.g. overtime payment or bonus payment) for the day. Replacement at overtime payment may be approved at the manager's discretion. It is understood that "for the day" means that the overtime must start accruing on the same day the employee is working. Time that might be worked in the future is not counted as overtime.

Center for Women - Procedures for CFW

1. Employees shall submit vacation requests and/or other critical PTO requests to their manager by January 7 of each year. Requests are to include the employee's first, second, and third choice of vacation period for requested PTO for the peak vacation period of June 15 through the Sunday after Labor Day, and may not exceed the cumulative total of scheduled hours per pay period, that is, a maximum of two calendar weeks. July 4th and Labor Day are not counted in this maximum. Full-

week vacation requests will take precedence over individual days, in the event that all requests cannot be granted.

- A. If unscheduled time is available after granting the original request, then employees may request additional time.
 - B. When scheduling needs permit, additional time may be permitted by the manager.
 - C. The intent of critical PTO is to request time outside of the peak summer vacation period and limit total summer and critical PTO time to the cumulative total of scheduled hours/pay.
2. The manager shall approve vacation in seniority order, and post the approved vacation and critical PTO times by February 7.
 3. For subsequent PTO requests, employees may submit requested PTO time for four (4) weeks in advance of time requested. The manager shall approve requests in order of bargaining unit seniority, and notify employees of approvals within ten working days of requests.
 4. Subsequent requests for the same time off by nurses with greater bargaining unit seniority shall not affect PTO approvals.
 5. Nurses seeking time off with less than four (4) weeks notice shall be responsible for finding her/his own coverage. If an employee is unable to obtain coverage, approval will not be unreasonably denied. Replacement at premium and/or overtime payment may be approved at the manager's discretion.
 6. Per Diem staff may be pre-scheduled by the Employer to cover staff/benefit time, education time, or the like.
 7. Per Diem staff may be pre-scheduled to fill other schedule needs, only after regular staff have had the opportunity to fill such needs on a straight time basis.
 8. Request for prime time periods or the same time period year after year may be handled on a rotational basis.

9.8 **Responsibility for Coverage:** Virtua - Memorial / CNS will make reasonable efforts to provide coverage when an employee is utilizing PTO pursuant to Section 9.7 above. In all other circumstances, it is the responsibility of the employee to provide his/her own coverage consistent with unit requirements.

9.9 **ATTENDANCE POLICY**

1. Each manager will inform his/her employee of the attendance policy and the importance of maintaining good attendance records. Managers are responsible for monitoring all lateness and absences.

2. All employees will record accurate and current daily time entry.
3. Definitions:
 - A. An Unscheduled Absence (UA) is any unscheduled time lost from work of a full scheduled shift or any part of a shift that exceeds one half the scheduled time, regardless of reason except as otherwise provided. Once committed on the schedule, time off is considered unscheduled unless approved off in advance by the manager, “switched” through a signed schedule change form or cancelled by Virtua (consistent with Section 7.9(2)).
 - B. An Occurrence of an unscheduled absence is considered to be an absence of one (1) or several scheduled days without interruption. (Note: should a regularly scheduled day off fall during the period of time an employee is out, it shall not be deemed an interruption for purposes of this policy.)
 - C. Lateness is a late arrival or early departure from the workstation at any time during an employee’s regularly assigned shift without approval from the appropriate manager.
 - D. Pattern absenteeism such as Friday’s or Monday’s, day after pay day, day before or after scheduled days off, absence shortly after an Unscheduled Absence rolls-off, (ex. thereby avoiding a higher level of discipline pursuant to Steps 7 & 8 below) is unacceptable and shall be subject to performance counseling.
 - E. Excessive lateness for full-, part- and limited time employees shall be defined as 12 or more latenesses in a rolling calendar year without approval from the appropriate manager.
 - F. Excessive absenteeism for full-, part- and limited time employees shall be defined as 8 or more *occurrences* or a total of 16 *unscheduled days of absences (UA’s)* in a rolling calendar year, whichever is less. Pattern absenteeism, demonstrated by 2 or more incidences, shall also be considered excessive absenteeism.
 - G. Weekend absences are especially difficult in a health care organization. For the purpose of monitoring absences, each weekend day shall count as a separate occurrence.
 - H. In situations of both absenteeism and lateness for full-, part- and limited time employees, the combined number of absences shall not exceed 16 unscheduled absences in a rolling calendar year.
 - I. For all employees, absences and latenesses may be aggregated for disciplinary purposes with two latenesses being the equivalent of one absence.

- 4. Absences must be reported on a daily basis. The daily notification requirement shall be waived in cases of hospitalization or expected extended illness or injury beyond one week or in cases of Family/Medical Leave (FMLA), Bereavement Leave, Military Leave, Worker’s Compensation and Personal Leave of Absence when proper notice has been given or if approved by the manager. If the department is not open before the start of the shift, the employee must report off to the administrative supervisor or her/his designees. If and when an employees knows her/his illness will extend more than one shift, she/he will speak with the appropriate Department Head or designee to give the expected duration of absence.
- 5. Job Abandonment - In the event an employees fails to notify her/his manager of an absence within three scheduled workdays, Virtua Health will consider that the employee has abandoned his/her job and employment will be terminated.
- 6. Approved absences under the Family/Medical Leave (FMLA), Bereavement Leave, Jury Duty, Military Leave, Worker’s Compensation and Personal Leave of Absence, or employees sent home by the manager by mutual agreement due to lack of work, are not considered absences in calculating absentee records.
- 7. Absences are to be reported at least two hours prior to the start of the first shift and at least four hours prior to the second and third shifts, or in accordance with departmental notification requirements. Employees have the responsibility of knowing where, when and whom to call and must report their absences personally, provided the employee is capable of doing so.
- 8. Managers shall monitor absenteeism and lateness in a rolling calendar year using the following guides for full-, part- and limited time employees:

Occurrences	OR	Unscheduled Absences	Level of Counseling
5	Or	10	Verbal
6	Or	12	PIA
7	Or	14	PIA w/Decision Making
8	Or	16	Day Termination

The absenteeism and lateness of Per Diem staff shall be monitored on a rolling calendar year using the following guide, except as provided in Articles 20, 21.4 and 21.5:

5 absences	verbal counseling
6 absences	written counseling

7absences

termination

Two latenesses shall count as one absence.

9. An employee shall not be permitted to reach the same level of progressive counseling within a six-month period. Instead, the next appropriate level of counseling shall occur.
10. Method of Payment during absences and latenesses:
 - A. Unless otherwise provided within the contract, Paid Time Off (PTO) and Extended Sick Time (EST) shall be paid for absences in accordance with the collective bargaining agreement. Absence without pay is only permitted when an employee has exhausted her/his PTO bank.
 - B. A healthcare provider's note, indicating the ability to resume full duty is required for any absence of five days or greater. Virtua Health reserves the right to request a healthcare provider's note for absences of three (3) days or less.
 - C. An absence of exceeding one week requires a request for leave of absence (LOA).
 - D. If lateness is due to problems with public transportation, personal emergency, etc. the manager may exercise discretion in allowing the employee to make up the lost pay by working beyond the regular schedule and/or by foregoing a meal break. Unless approved by the manager, the lateness shall remain on the employee's record.
11. Department Managers may exercise discretion in the application of counseling which may be modified based on extenuating circumstances and in coordination with the Human Resources Director.

Table – B

Article 9 schedule – effective January 1, 2002 and applicable to employees hired prior to January 1, 2015:

DOH through 4 years of service	Full-time RNs	Part-time RNs
PTO Accrual	9.538 hours/pay period	0.1192 x hours worked (up to 40 in a work week)/pay period
To annual maximum of PTO bank limit	248 hours	248 hours
4 through 8 years of service		
PTO Accrual	11.077 hours/pay period	0.1385 x hours worked/pay period
To annual maximum of PTO bank limit	288 hours	288 hours
9 or more years of service		
PTO Accrual	11.38 hours/pay period	0.1423 x hours worked/pay period
To annual maximum of PTO bank limit	296 hours	296 hours
PTO sell-back	160	160
PTO accrual limit (% of annual income)	100%	100%
Minimum hours budgeted for PTO & EST eligibility	Current contract	Current contract
EST accrual	0.019225 x hours worked	0.019225 x hours worked
To annual maximum	40 hours	40 hours
Note: EST sell-back in accordance with article 13 Pension Plan, TSA, and 401(k) Implementation	Payout PTO down to 80% accrual max for anyone above 288 hours. In addition to sell back limits	

CNS employees who are accruing PTO at a greater accrual rate (employees hired before January 1, 1996) shall continue to accrue at the higher rate.

Article 9 schedule – effective January 1, 2015 and applicable only to employees hired on or after January 1, 2015:

DOH through 4 years of service	Full-time RNs	Part-time RNs
PTO Accrual	0.1192 x hours worked (up to 40 in a work week)/pay period	0.1192 x hours worked (up to 40 in a work week)/pay period
To annual maximum of PTO bank limit	248 hours 248 hours	248 hours 248 hours
4 through 8 years of service		
PTO Accrual	0.1385 x hours worked (up to 40 in a work week)/pay period	0.1385 x hours worked pay period
To annual maximum of PTO bank limit	288 hours 288 hours	288 hours 288 hours
9 or more years of service		
PTO Accrual	0.1423 x hours worked (up to 40 in a work week)/pay period	0.1423 x hours worked pay period
To annual maximum of PTO bank limit	296 hours 296 hours	296 hours 296 hours
PTO sell-back	160	160
PTO accrual limit (% of annual income)	100%	100%
Minimum hours budgeted for PTO & EST eligibility	Current contract	Current contract
EST accrual	0.019225 x hours worked	0.019225 x hours worked
To annual maximum	40 hours	40 hours
Note: EST sell-back in accordance with article 13 Pension Plan, TSA, and 401(k) Implementation	Payout PTO down to 80% accrual max for anyone above 288 hours. In addition to sell back limits	

The revised accruals described in this Table B shall be applicable only to employees hired on or after January 1, 2015. All employees hired prior to that date and who are accruing PTO at a greater accrual rate shall continue to accrue at the higher rate.

9.10 In the event the Employer decides to close the Center for Women, Memorial Ambulatory Surgical Center, the Cardiac Rehab Unit, ATU, CNS and/or similar outpatient services, due to unforeseen circumstances such as severe weather, road closures and the like, the effected employees will not be required to work and may opt to utilize accrued PTO time. If the employee does not use or have accrued PTO time, then the time will be unpaid.

ARTICLE 10. SENIORITY, LAYOFF, RECALL AND JOB POSTING

10.1 Definition of Seniority

1. Bargaining unit seniority for full-time, part-time, and limited time employees of record as of the date of this Agreement shall be defined as the length of the employee's continuous service with Memorial Health Alliance, Virtua - Memorial, Center for Women and/or CNS. "Continuous service" shall cover all authorized paid and unpaid leaves of absence and shall be computed from the employee's last date of hire.
2. Bargaining unit seniority shall accrue for time worked as a Per Diem beginning on September 30, 2000. Bargaining unit employees who were Per Diem prior to September 30, 2000 but who had time spent in full, part, limited time and Per Diem (after September 30, 2000) shall be added together to determine bargaining unit seniority.
3. For employees hired after September 30, 2000, bargaining unit seniority shall be defined as the date on which an employee was hired into a bargaining unit position.
4. Virtua seniority shall be defined as the length of an employee's continuous service with Virtua in any capacity.

10.2 Application

1. Virtua seniority shall be used for purposes of benefit accrual and pension.
2. Bargaining unit seniority shall be used for purposes of layoff and recall, job bidding and scheduling of Paid Time Off and holiday scheduling. In the event that two employees have the identical date of hire, full-time employees shall be given preference over part-time employees.

10.3 Termination of Seniority: When an employee is laid off for longer than one year, resigns, is discharged or otherwise terminates employment, the employee's seniority will terminate. When an employee exhausts a family leave, medical leave, worker's compensation leave, or injury leave as set forth in Article 11, Other Leaves, the employee's seniority will terminate one year from the commencement of the leave. Seniority will terminate those on workers' compensation leave after twenty-four (24) months. For all other leaves described in Article 11, Other Leaves, the employee's seniority will terminate when the leave is exhausted. When an employee refuses recall, the employee's seniority will terminate. When an employee's seniority is terminated and the employee returns to a bargaining unit position, the new date of hire shall be the employee's seniority date. Employees who leave the bargaining unit, but maintain employment with Virtua shall have their bargaining unit seniority restored if they return to the bargaining unit within three (3) calendar months of the time they left. However, if the reason for leaving the bargaining unit was caused by a lay-off, then the employee's bargaining unit seniority will be restored if the employee returns to the bargaining unit within twelve (12) calendar months.

10.4 **Rehired:** Employees who are terminated and rehired within twelve (12) months of the last day worked are eligible to apply for reinstatement. Upon reinstatement, the period during which the employee was not actively employed shall bridge the previous and current dates of hire and Virtua seniority shall be recognized as retroactive to the previous date of hire. Reinstated employees shall accrue no benefits for the time not actively employed.

Employees who were terminated as a result of ineligibility for a leave of absence under the terms of Sections 11.2 and 11.3 based on either a) less than one year of service, or b) insufficient hours worked, or who have exhausted their rights under Section 11.5, and who reapply within one year of termination shall be offered a vacant position for which they are qualified, if such position is available. Such applicant shall have given proper notice and have a satisfactory evaluation in order to be eligible. Rehire under this section shall not take precedence over internal bidding procedures.

10.5 **Layoff: Notice:** In the event of a layoff, Virtua will give a minimum of fourteen (14) calendar days written notice to the Union, except that the Employer shall have the right to implement an immediate layoff in such circumstances without notice in the event of a natural disaster (such as fire, flood, act of God, explosion, prolonged equipment failure, or war). Upon request, the Employer agrees to meet with the Union to explore alternatives to layoffs, including, but not limited to, job sharing and voluntary reduction of hours. The agreement by the Employer to meet with the Union in such circumstances does not impose or imply any obligation on the part of the Employer to provide any information. This section is not intended to be a waiver of any statutory rights the Union may have in the absence of agreement by the Employer to meet with the Union.

10.6 **Layoff: Procedures**

1. **HOSPITAL**

The Employer shall determine the units and/or departments and shifts where layoffs are targeted and the number, job title, status and shift of employees to be laid off. In these units or departments, any layoff shall be done in reverse order of seniority. Before laying off the employees with the least seniority in a unit or department, the following procedure shall apply:

- A. The Employer shall first seek volunteers to be laid off. If there are not enough volunteers, then:
- B. All probationary employees within the affected unit or department, in the affected titles, shall be laid off first without regard to their current status and whether their particular status is targeted for layoff. Status is defined by the number of hours an employee is regularly scheduled to work.
- C. In the event further layoffs are necessary, the Employer shall determine the number, status and shifts of employees in each unit or department targeted for layoff. In each unit or department, employees will be targeted for layoff by status and shift in reverse order of their seniority.

- D.
1. An employee who is laid off pursuant to 10.6.1.C. above shall be offered all available vacant positions on all shifts for which the employee is qualified.
 2. All positions in the hospital held by newly hired probationary employees or agency employees shall be considered vacant.
 3. Without limiting the definition of the term “qualified” for the purposes of this Article or otherwise, an employee shall not be deemed qualified for the purposes of this Article if the employee would require more than thirty (30) days of orientation for the position in question.
 4. If such an employee is offered a comparable position (same shift and status and number of hours within .1 of the employee’s formerly scheduled hours) and refuses to accept the position, the employee will be deemed terminated from employment.
 5. If no such comparable position exist, then the employee may bump the least senior employee in his or her clinical grouping and shift. If there is no such less senior employee, then the employee may bump the least senior employee on any shift in his/her clinical grouping.
 6. If there is no less senior employee, then the employee may bump the least senior employee on any shift in any unit within the employer, provided the bumping employee has held a position in such unit within the 24 months preceding the layoff date.
- E. In all bumping situations, the employee seeking to bump must be qualified to perform the job. In no event shall an employee be permitted to bump into a position for which the employee would require more than thirty (30) days of orientation. Those employees who are targeted for layoff, and have bumping rights or rights to vacancies, shall exercise such rights within twenty-four (24) hours upon being notified of their options by the Employer.
- F. A full-time employee may, but shall not be required to, bump a part-time or limited time employee (or vice versa) in the same clinical grouping and shift with less seniority provided he or she is willing to accept part-time benefits (when a part-time employee is bumped) and the same number of hours of the position he or she is bumping into.

- G. The Employer shall provide a list of all vacant positions to both the Union and the affected employee. Employees targeted for layoff shall be offered vacant positions for which they are qualified.
- H. Notwithstanding anything else in this Article, no one may bump or be recalled into a unit or department if such bumping or recall would result in the reduction of pre-layoff employees in the unit or department to a level below sixty percent (60%) of the number of employees in the unit or department before the layoff.
- I. An employee laid off under the provisions of this section who chooses not to exercise his or her right to bump may enter Per Diem status at any time during the year following his or her layoff unless the employee's seniority is terminated pursuant to another section of this Article.
- J. In the case of a reduction of hours in a unit or department (rather than a layoff), Memorial will first seek volunteers to have their work hours reduced. If there are insufficient volunteers, the employee or employees with the least seniority within the affected unit or department shall have their work hours reduced before employees with more seniority. In the case of a reduction of hours, there shall be no bumping rights.
- K. For the purposes of this Article, clinical grouping shall be identical to those of Article 8, except that there shall be a clinical grouping of Labor & Delivery, Special Care Nursery, Pediatrics, and Mother-Baby Unit.

2. CNS

The Employer shall determine the units where layoffs are targeted and the number, job title, status and shift of employees to be laid off. In these units or departments, any layoff shall be done in reverse order of seniority. Before laying off the employees with the least seniority in a unit, the following procedure shall apply:

- A. The Employer shall first seek volunteers to be laid off. If there are not enough volunteers, then:
- B. All probationary employees within the affected units, in the affected titles, shall be laid off first without regard to their current status and whether their particular status is targeted for layoff. Status is defined by the number of hours an employee is regularly scheduled to work.
- C. In the event further layoffs are necessary, the Employer shall determine the number, status and shifts of employees in each unit targeted for layoff. In each unit, employees will be laid off by status and shift in reverse order of their seniority.

- D.
1. An employee who is laid off pursuant to 10.6.2.C. above shall be offered all available vacant positions on all shifts for which the employee is qualified.
 2. All positions within CNS held by newly hired probationary employees or agency employees shall be considered vacant.
 3. Without limiting the definition of the term “qualified” for the purposes of this Article or otherwise, an employee shall not be deemed qualified for the purposes of this Article if the employee would require more than thirty (30) days of orientation for the position in question.
 4. If such an employee is offered a comparable position (same shift and status and number of hours within .1 of the employee’s formerly scheduled hours) and refuses to accept the position, the employee will be deemed terminated from employment.
 5. If no such comparable position exist, then the employee may bump the least senior employee in his or her unit, regardless of shift.
 6. If there is no such less senior employee, then the employee may bump the least senior employee on any shift in CNS, provided the bumping employee has held such position within the 24 months preceding the layoff date.
- E. In all bumping situations, the employee seeking to bump must be qualified to perform the job. In no event shall an employee be permitted to bump into a position for which the employee would require more than thirty (30) days of orientation. Those employees who are targeted for layoff, and have bumping rights or rights to vacancies, shall exercise such rights within twenty-four (24) hours upon being notified of their options by the Employer.
- F. A full-time employee may, but shall not be required to, bump a part-time or limited time employee (or vice versa) with less seniority provided he or she is willing to accept part-time benefits (when a part-time employee is bumped) and the same number of hours of the position he or she is bumping into.
- G. The Employer shall provide a list of all vacant positions to both the Union and the affected employee. Employees targeted for layoff shall be offered vacant positions for which they are qualified.
- H. Notwithstanding anything else in this Article, no one may bump or be recalled into a unit if such bumping or recall would result in the reduction of pre-layoff employees in the unit to a level below sixty

percent (60%) of the number of employees in the team before the layoff.

- I. An employee laid off under the provisions of this section who chooses not to exercise his or her right to bump may enter Per Diem status at any time during the year following his or her layoff unless the employee's seniority is terminated to another section of this Article.
- J. In the case of a reduction of hours in a unit (rather than a layoff), the Employer will first seek volunteers to have their work hours reduced. If there are insufficient volunteers, the employee or employees with the least seniority within the affected unit shall have their work hours reduced before employees with more seniority. In the case of a reduction of hours, there shall be no bumping rights.

10.7 Severance Pay: Employees with one or more years of continuous service in full-time, part-time, or limited time positions who are laid off shall receive one (1) week's pay for each complete year of continuous service with Memorial. If an employee is recalled during his or her severance period, or if the employee is terminated pursuant to the Recall section below, the employee's severance payments shall cease. Although an employee may be laid off more than one time, no employee shall receive more weeks of severance pay than the employee has worked complete years at Memorial.

If, at the time of layoff, employee is in a non-grant funded position, employee will get credit for all years of service.

If, at the time of layoff, employee is in a grant funded program, employee will get credit for only time spent in a non-grant funded position, with the exception of employees in a grant funded program as of June 1, 2011, who will receive credit for all years of service.

- 10.8 1. **Tuition Reimbursement for Laid Off Employees:** In the event that an employee is laid off while taking an approved course pursuant to Article 22 of this Agreement, reimbursement for such course(s) shall be made notwithstanding the layoff.
- 2. **Required Clinical Certification for Laid Off Employees.** An employee on lay-off status, and whose seniority has not terminated, may take clinical certification courses at Virtua where these courses are required by the employee's clinical groupings.

10.9 Recall: Procedure

- 1. Employees who have been laid off shall be placed in recall status. Such employees shall have first preference for any vacant position which becomes available and for which they are qualified. Employees in recall status shall be recalled in order of their seniority. Employees in recall status shall retain their rights to recall for one year. Employees who refuse

available positions in their clinical grouping on their previous shifts, whether full-time or part-time, shall lose their recall status and their seniority, and shall be terminated.

2. An employee who accepts a recall opportunity to a position with fewer hours than was previously held by that employee shall remain eligible to take the first vacant position within his/her former clinical grouping and equivalent to his/her former number of hours to become available within twelve (12) months of the date of the employee's lay off. Normal transfer rules, as set forth in Section 4.8, shall apply to all other situations.
3. New Positions. Upon request by the Union, when employees are in layoff status, full-time and/or part-time positions shall be created at the end of any calendar quarter during which the average weekly hours worked by Per Diem and outside agency in a given unit or department and shift are equal to 115% of the number of hours worked by a full-time employee. All hours worked by Per Diem and agency nurses on the same day and the same shift shall be calculated as no more than one (1) shift worked.
4. Newly hired probationary and temporary employees shall not have any recall rights.

10.10 Job Posting: Procedure

1. In the event that Virtua intends to fill a bargaining unit position or create a new position which falls within the scope of the bargaining unit, a notice of such open position shall be posted in the hospital and shall be available at CNS and Center for Women. The Employer will continue to provide the job postings to the Union on a monthly basis. The posted positions shall include at least the following information:
 - A. The minimum educational and clinical requirements/qualifications needed to be hired into the position.
 - B. department
 - C. status
 - D. requisition number
 - E. hours per week and shift
 - F. other requirements for the position, including on-call or weekend obligation
2. Virtua shall post notices for bargaining unit positions for ten (10) calendar days. On the same day of the posting of a newly created position a physical posting will be made in the unit. Virtua may interview for the position before the expiration of the ten-day period. An employee desiring to apply for open positions shall submit a transfer request to the Human

Resources Department. It is agreed that individuals who are awarded positions which are posted but not successfully bid upon by bargaining unit employees, must commence employment as an RN within (90) ninety days from date of acceptance of the position. This time period may be extended with approval from the Union.

3. Virtua will award an open position to the applicant with the most bargaining unit seniority provided that the employee is qualified for the position except that
 - A. Center for Women positions shall be awarded to the employee with the best qualifications, and
 - B. Care Coordinator positions shall be awarded to the employee on the basis of qualifications (as outlined in 10.10 (1)) and experience,
 - C. For positions in which qualifications prevail, in Sections (A and B) above in the event there are two or more bargaining unit employees equally qualified for the position, bargaining unit seniority will prevail in the selection. Section 10.10 (3) is waived, in light of language above.

Virtua shall determine whether an employee applying for a position is qualified, and the decision of whether an employee is qualified shall be based upon a review of the employee's clinical practice record and disciplinary record. "Clinical practice" includes technical skills and customer service. To be qualified, an employee also must be able to perform independently after thirty (30) days in that position. Thus, an employee will not be deemed qualified for a position if the employee would require more than thirty (30) days of orientation for the position.

Notwithstanding the above, nothing in this section shall prevent Virtua from awarding an open position to an employee who would require more than thirty (30) days orientation or who does not meet the minimum requirements in Section 10.10 (1) if there are no other internal or external "qualified" applicants as defined in this Article provided the position is reposted according to this section with the new requirements.

4. Full-time, part-time, and limited time employees applying for shift/status changes within their unit shall be given preference over applicants from outside the unit. In the case of multiple applicants within the unit, bargaining unit seniority shall prevail, except that employees who have had a disciplinary action involving insubordination or clinical issues within the proceeding six months shall not be eligible for a shift/status change unless approved by the manager.

ARTICLE 11. OTHER LEAVES

11.1 **Unpaid Leave: Maintenance of Seniority:** Employees utilizing unpaid leaves under Article 11, whether or not there is job protection, shall maintain and accrue uninterrupted seniority during authorized periods of leaves of absence. Upon return, the employee's base rate shall be in accordance with the terms of this Agreement.

Leave type:	<u>Adoption/Foster Placement</u> ^{†*}
Comments:	Refer to family leave for birth, adoption, or foster child placement
Leave type:	<u>Educational</u>
Employment status for eligibility:	Full-time Part-time
Waiting period for eligibility:	12 months of service
Duration of leave:	Up to a maximum of 14 weeks.
How is leave paid:	Employee may use PTO bank to point where it is exhausted and rest of time is Unpaid leave.
Comments:	Leave must be requested 4 weeks in advance and subject to approval by manager based upon staffing requirement of unit. Limit of 1 educational leave every five (5) years. Provided the employee returns in accordance with the terms of the leave, the employee will be returned to her/his same or substantially equivalent position if available.
Leave type:	<u>Family</u> ^{†*}
Employment status for eligibility:	Full-time , Part-Time , Limited Time and Per Diem
Waiting period for eligibility:	Employee must have a minimum of 12 months of service and have worked 1,000 hours in 12-month period preceding the LOA request
Duration of leave:	Consistent with applicable federal and state laws.
How is leave paid:	Employee may use PTO bank to point where it is exhausted and rest of time is Unpaid leave.
Comments:	Provided the employee returns in accordance with the terms of the leave, the employee will be returned to her/his same or substantially equivalent position.
Leave type:	<u>Maternity</u> ^{†*}
Employment status for eligibility:	Full-time, Part-Time, Limited Time and Per Diem
Waiting period for eligibility:	Employee must have a minimum of 12 months of service plus 1,000 hours in 12-month period preceding the medical LOA request. Employee must have a minimum of 12 months of service and have worked 1,000 hours in 12-month

Duration of leave:	period preceding the family LOA request. Employee who is disabled by a pregnancy (pre and post birth), and with proper verification from her physician, will be granted up to a maximum of 12 weeks medical leave of absence. Employee will be granted up to a maximum of 12 weeks family leave of absence.
How is leave paid:	See Medical Leave of Absence for medical portion of maternity leave. See Family Leave of Absence for family portion of maternity leave.
Comments:	Provided the employee returns in accordance with the terms of the leave, the employee will be returned to her/his same or substantially equivalent position.
Leave type:	<u>Medical</u> †* - **
Employment status for eligibility:	Full-time, Part-time, Limited time and Per Diem
Waiting period for eligibility:	12 months of service + 1,000 hours in 12-month period preceding the LOA request.
Duration of leave:	Consistent with applicable federal and state laws.
How is leave paid:	EST bank may be exhausted then employee can access NJ short-term disability.
Comments:	Provided the employee returns in accordance with the terms of the leave, the employee will be returned to her/his same or substantially equivalent position.
Leave type:	<u>Military</u> *
Employment status for eligibility:	
Waiting period for eligibility:	AS PER APPLICABLE LAW.
Duration of leave:	
How is leave paid:	
Comments:	
Leave type:	<u>Personal LOA</u>
Employment status for eligibility:	Full-time and Part-time
Waiting period for eligibility:	12 months of service
Duration of leave:	Minimum of 7 calendar days to a maximum of 60 Sixty; must be taken in one shot
How is leave paid:	PTO bank may be exhausted; rest of time is unpaid
Comments:	Only for bona fide reasons as determined by the Hospital Provided the employee returns in accordance with the terms of the leave, the employee will be returned to her/his same or

substantially equivalent position if available.

Leave type:	<u>Worker's Compensation*</u>
Employment status for eligibility:	Full-time, Part-Time, Limited Time and Per Diem
Waiting period for eligibility:	Time loss of more than 7 work days.
Duration of leave:	Up to a maximum of 18 weeks.
How is leave paid:	EST bank for absence <7 work days; Worker's Compensation for absence \geq 7 work days with compensation retroactive to first day of injury
Comments:	Absences related to work-related injures or illness will not be considered as unscheduled absences

†Employees are permitted to access multiple types of leave, but are not permitted more than a total of 12 weeks leave of absence in a rolling 12-month period, except when medical leave (including leave due to medical disability occasioned by child birth or related medical conditions) is taken first, in which case an employee may access up to 24 weeks of leave in a rolling 12-month period pursuant to the provisions of the FMLA and NJFLA, worker's compensation, in which case an employee may access up to 18 weeks of leave in a rolling 12-month period, and service member family leave under the FMLA, in which case an employee may access up to 26 weeks in accordance with the FMLA.

*Employee may use leave without having such absence count against them as an unscheduled personal leave.

**An employee who returns from a medical leave of absence within 3 months of the commencement of the leave in accordance with the terms of the leave will be returned to her/his position (same title, unit, shift and salary) without loss of previous accrued seniority.

11.2 **Unpaid Leave:** Procedure. An employee desiring a leave of absence under Section 11.2 shall, except in the case of emergency or illness, apply for such leave in writing to his/her immediate supervisor and to Human Resources as soon as possible but no later than thirty (30) days prior to the commencement of the leave.

11.3 Medical Leave of Absences (MLOA) without Job Protection and Right of First Refusal

1. **Medical Leave of Absences without Job Protection**

- A. MLOAs are available to employees who have at least six (6) months of Virtua employment.
- B. For the purpose of this section only: An employee may request a MLOA in the event that he or she is not eligible for a FML or their medical disability lasts more than the twelve (12) weeks of leave they received under FML.

- C. Virtua shall approve a MLOA with appropriate documentation from the same Health Care Provider that initiated the leave, and it does not guarantee that employees who take a MLOA will return to the same position held prior to the commencement of the Leave.
- D. Virtua may post the positions that lost protection due to business needs. An Employee must update the department manager and/or Employee Service Center of extension at eight (8) week intervals.
- E. FML and MLOA leaves shall not, when combined, exceed one year.
- F. Failure to obtain another position within thirty (30) days after receiving medical clearance to return from leave will be considered a voluntary separation of service.
- G. During the one (1) year period following the initial commencement of a MLOA the employee will receive any position for which he or she applies and is qualified, provided the employee is cleared to return to work. This preferential treatment may be exercised once.
- H. It is understood that if the employee does not return to work by the conclusion of an approved leave, the employee will be considered terminated.

2. **Right of First Refusal**

Once an employee is medically cleared to return to work, and regardless of whether the employee obtains a position through the MLOA process set forth above, the employee shall have a right of first refusal to be reinstated to his/her former position (former division and shift) the first time such position becomes available during the period of one (1) year from commencement of the initial leave. In the case of workers' compensation, the right of first refusal shall continue for a period of up to 24 months from the commencement of the leave. It is understood that the individual may retain right of first refusal after the one year maximum has been exhausted. It also is understood that if the employee does not return to work under one of the foregoing provisions, the employee will be considered terminated.

11.4 While on a unpaid leave of absence, an employee may continue health, dental, prescription and life insurance, provided the employee continues contribution levels at the same rate as if she/he were working. PTO and EST do not accrue while on an unpaid leave of absence or leave of absence described in Section 11.1 or 11.3.

11.5 Part-time or limited time employees who have completed one year of continuous employment, but who have not accrued sufficient hours to be entitled to a leave of absence may be granted a medical leave of absence of up to eight weeks, within any rolling twelve (12) month period, provided the employee provides appropriate documentation. Upon expiration of the leave the employee will be returned to his/her former position or a substantially equivalent position.

11.6 The Employer may use temporary employees to fill positions of employees on approved medical leaves of absence. Such position may be extended by mutual agreement of the parties. In the event that such a position is posted and no employees within the bargaining unit successfully bid, the Employer may fill the position as posted.

In the event that such a position is posted and no employees within the bargaining unit successfully bid for same, the Employer may fill the position with a temporary employee for a period of up to three (3) months. The duration of temporary position may be extended for up to an additional 3 months by mutual agreement between the Employer and the Union. In the event a temporary employee applies for and receives a bargaining unit position, probation, seniority, and benefit waiting period shall commence upon the date of hire into a bargaining unit position.

11.7 New Jersey Family Leave Insurance Benefits Program:

1. Eligible employees may receive Family Leave Insurance Benefits (“FLIB”) for the care of newborn or adopted children. In such cases, thirty (30) days advance written notice must be given unless due to unforeseen circumstances. In such cases, the employee must give as much written notice as practical.
2. Employees must substitute PTO for the first two (2) weeks of FLIB but, in no event, shall an employee be required to drain his/her PTO bank below forty (40) PTO hours.
3. An employee receiving FLIB may supplement those Benefits with accrued PTO time.
4. Nothing in Section 11.7 shall be construed to give an employee greater rights to a leave of absence beyond that set forth in other provisions of this Article 11.

ARTICLE 12. MEDICAL, DENTAL & LIFE INSURANCE

12.1 Virtua shall continue to offer to full and part time employees who work at least thirty-five (35) hours per pay period, medical, dental, prescription and life insurance benefits under the same terms and conditions (including the same costs of coverage, premium contributions, co-pays and deductibles, and medical waiver credits) as those benefits are provided to similarly situated non-management, non-bargaining unit employees of Virtua. Virtua shall have the discretion to change, alter and/or amend these benefits (including changing cost of coverage, premium contributions, co-pays and deductibles, plan design, insurance carriers and/or becoming fully or partially self-insured, and making such changes as may be required by applicable law), so long as such changes, alterations and/or amendments apply equally to the employees covered by this Agreement and similarly situated non-management, non-bargaining unit employees of Virtua. Virtua, in its sole discretion, may offer more than one option for benefits (for example, a PPO or HMO), and the parties further acknowledge that Virtua, in its discretion, may add or delete a particular option so long as such additions and/or deletions apply equally to employees covered by this Agreement and to similarly situated non-management, non-bargaining unit employees of Virtua. Virtua shall give the Union sixty (60) days’ written notice

of any change in employee contribution levels or plan design and provide supporting documentation, including the cost to the Employer.

12.2 For the medical, dental and prescription insurance benefits offered pursuant to this Article 12, the benefits provided at Virtua's facilities and within a "preferred network" shall be at least reasonably comparable overall to the benefits currently provided at Virtua facilities and within a "preferred network." (For purposes of assessing whether the benefits are "reasonably comparable" the number and identity of service providers in the network shall not be taken into account.) At least one option offered by Virtua shall provide out-of-network benefits, such benefits to be determined in Virtua's discretion.

12.3 During the term of this Agreement, the cost of the employee portion of the premium or premium equivalent for medical, dental and prescription coverage described above, for full and part time employees, as described in this Agreement, shall increase by no more than 5% per year over the prior year's most comparable plan.

12.4 Full and part time employees who work at least thirty-five (35) hours per pay period shall be eligible for medical, dental, prescription and life insurance benefits effective upon the first day of the month following the Employee's date of hire. Full time and part time employees who work at least thirty-five (35) hours per pay period and who transfer from non-benefit eligible positions into benefit eligible positions shall be eligible for medical, dental, prescription and life insurance benefits effective upon the first of the month following the Employee's date of transfer.

12.5 The above provisions shall apply only to employees defined in this Agreement as "full time" and "part time" employees who work at least thirty-five (35) hours per pay period. The terms "full time employee" and "part time employee" are defined in Section 4.2 and 4.3 of this Agreement. Any employee who is not a full time or part time employee regularly working at least thirty-five (35) hours per pay period, but who is defined as "full time" under the Patient Protection and Affordable Care Act ("ACA"), or is otherwise required by ACA or other applicable law to be offered health, medical and/or prescription coverage (for example, an employee classified as a "per diem" or as a "limited time employee"), shall be offered such coverage, but each such employee shall be responsible for paying 100% of the premium cost of such coverage and each such employee shall not be entitled to receive coverage or benefits as outlined in this Article except as provided in this Section 12.5.

12.6 In the event that any benefit plan offered under this Article is projected to or does trigger for any year the excise tax on high cost health coverage under Section 49801 of the Internal Revenue Code of 1986, as amended, or similar tax or penalty (the "Cadillac Tax"), the Employer, upon twenty (20) days' written notice to the Union, may reopen this Section 12.6 and the parties shall thereafter engage in good faith bargaining concerning such plan, including its benefits and cost sharing structure. The parties agree that only this Section 12.6 may be reopened (unless otherwise mutually agreed upon in writing) and that all other provisions of this Agreement will remain in effect unless otherwise terminated in accordance with Article 25 of this Agreement.

12.7 The Employer will provide all eligible employees coverage in a *Basic Life and Accidental Death Insurance* program on the same terms as provided to similarly situated non-management, non-bargaining unit employees. In addition, employees may purchase an

additional supplement to the Employer paid basic life insurance to the same extent offered to similarly situated non-management, non-bargaining unit employees. Such coverage may be modified from time to time or eliminated by the Employer.

ARTICLE 13. PENSION PLAN, TAX DEFERRED ANNUITY AND 401k

13.1 The Virtua Pension Plan and all amendments thereto (including the Pension Equity Plan Amendment) shall continue to apply to bargaining unit employees within Virtua for credited pension service up to and including December 31, 2003, EXCEPT THAT,

1. Employees who were in the bargaining unit on January 1, 2003, and were at least 50 years of age and had attained at least 10 years of credited pension service as of January 1, 2004, shall receive the better of continued participation in the previous Virtua pension formula as it applied to them prior to January 1, 2003 or the Pension Equity formula currently in place.
2. It is agreed and understood that this exception shall apply only to those employees who were employed at the time of ratification of the parties' 2003-06 Agreement and who met the above criteria as of January 1, 2004.
3. All employees in the bargaining unit who are not included in Article 13.1.1. ceased to participate in the Pension Equity Plan, effective December 31, 2003. The accrued pension benefits of all bargaining unit employees not covered under 13.1.1. above have been frozen, effective December 31, 2003.
4. Other than those described above, there shall be no material modifications of the plans in the future 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. The Employer may make technical changes that may be required to insure plan compliance or to comply with legal obligations. Nothing in this Agreement limits the Employer from modifying the plan as it applies to employees not in the bargaining unit.

13.2 **Tax Sheltered Annuity (403 b):** Virtua will include bargaining unit employees in any tax sheltered annuity (403 b) to the same extent as other non-management employees of Memorial Virtua.

13.3 **Retirement:** Employees who retire shall receive 25% value of EST time in his/her bank, in addition to any other benefits to which he/she may otherwise be entitled. Eligibility for EST sell-back shall require termination of employment and attainment of 55 years of age and 5 years of credited service or when the sum of age and years of service equal 70 (age + years of service = 70).

1. Employees who retire and terminate employment and who are at least 60 years of age and have at least 25 years of service shall receive 100% value of EST time in his/her bank, in addition to any other benefits to which he/she may otherwise be entitled

13.4 **401(k) Plan.**

1. For Employees hired on or after January 1, 2015, Virtua shall deposit an annual contribution of 1.5% of each employee's annual earnings to the employee's 401(k) account for each member of the bargaining unit who has completed one full calendar year of service, provided that the employee is a member of the bargaining unit at the time of the contribution, except for employees who are eligible to continue in the Virtua Pension Plan as set forth in Article 13.1.1., who shall be excluded from participation in the Employer's non- matching contribution. Contributions shall be on a pay period basis (i.e. 1.5% contribution of total pay each pay period) and shall begin as soon as practicable following one full calendar year of service. Such contributions shall be continued for the duration of the contract.
2. For Employees hired on or after January 1, 2015, Employees in the bargaining unit shall be eligible to participate in the Virtua 401(k) Savings Plan, which has been amended to exclude employees covered in 13.1.1. from the Employer non-matching contribution. As soon as practicable following one full calendar year of service, the Employer will contribute matching funds to the employee's 401(k) contribution at a rate of \$0.50 (fifty-cents) for every dollar contributed by the employee up to six (6%) percent.
3. There shall be no material modifications of the plan 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. The Employer may make technical changes that may be required to insure plan compliance or to comply with legal obligations. Nothing in this Agreement limits the Employer from modifying the plan as it applies to other non-management employees.
4. All Employees who were hired before January 1, 2015 are eligible for the contributions described in Section (1) and (2) above in accordance with the current terms of the plan.

13.5 **HPAE Retiree Medical Trust**

1. **Employee Contribution:** The Employer shall facilitate the payment of a monthly mandatory employee contribution of \$.20 per paid hour to the Health Professionals and Allied Employees, AFT/AFL-CIO, Retiree Medical Trust ("Retiree Medical Trust") for each full-time, part-time, and limited time employee through payroll deductions. No payroll check-off by employees will be required. On a monthly basis, the Employer will transfer one check to the Retiree Medical Trust representing \$.20 per paid hour for each full-time, part-time, and limited time employee who worked in that month.

2. Definition of Paid Hours: Paid hours include regular, PTO, and non-overtime hours worked up to, but not beyond, 80 hours per two week pay period. Paid hours includes incentive hours paid for “Baylor” RNs. For nurses paid on a per-visit basis, \$.20 shall be deducted for each RVE for which they are paid, and \$.20 per hour shall be deducted for meeting time, paid up to the maximum to 80 hours for the combined total of RVE and meeting hours per pay period. Paid hours do not include on-call time, preceptor differential, education hours, PTO sell back, EST, jury duty and bereavement pay, bonus payments, and call-back hours. This definition of paid hours is intended to reflect the parties’ current practice.
3. Transmittal of Contributions: The Retiree Medical Trust shall remain separate and apart from any other retiree health insurance funding program which may be established by the Employer, unless changed by mutual agreement of the parties to this Agreement. Contributions to the Retiree Medical Trust shall be due to the Retiree Medical Trust on the 10th of the month following the month for which the contributions are made.
4. Payroll Deductions: Payroll Deductions will begin for all new hires following completion of ninety (90) days of employment. As per current practice, the Employer shall provide notice to the Union when an RN transfers to Per Diem status, terminates or is terminated from Virtua’s employment, or transfers to a non-bargaining unit position, and, at that time, the deduction shall cease.
5. No Liability for Employer or Union:
 - A. The monies contributed to the Retiree Medical Trust shall be used only for retiree health insurance premiums or health service expenses, and the reasonable cost of administering the Retiree Medical Trust as permitted by law. The Employer hereby acknowledges receipt of the Trust Agreement governing the Trust and will cooperate with the Retiree Medical Trust in reporting and depositing the required deductions set forth above, according to the rules set by the Trustees of that Retiree Medical Trust. The parties acknowledge the provisions in Article XI, Sections 1 and 2, limiting the liability of both participating Employer and Union.
 - B. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Subsection 13.5, 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 reason of any action, claim, demand or suit by any person which may involve or be in whole or part based upon collection or deduction of any money by the Employer submitted to the Retiree Medical Trust in accordance with the terms of this Subsection and/or the Trust Agreement or which may involve or be in whole or part based upon the use of any monies by the Union or the Retiree Medical

Trust which may have been collected or deducted by the Employer and remitted to the Retiree Medical Trust pursuant to this Subsection 13.5 and/or the Trust Agreement. Once the funds are remitted to the Retiree Medical Trust, the disposition thereafter shall be the sole and exclusive obligation and responsibility of the Retiree Medical Trust. So long as the Employer makes payment of the deductions directed by the Union in the amount herein 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.

6. Per Visit Employees: For the purpose of determining paid hours, one (1) RVE will count as one (1) hour of work, and two (2) RVEs will count as two (2) hours of work.

ARTICLE 14. SAFETY

1. The Employer will observe and comply with all local, state, and federal health and safety laws and regulations, and will make its best efforts provide and maintain a safe and healthy workplace.
2. The Union will cooperate with the Employer in ensuring that employees properly utilize safety equipment and adhere to safety policies, procedures and regulations

14.1 Safety Committee

1. Hospital - Two members of the bargaining unit will be selected by the Union to serve on the Virtua Health and Safety Committee. The employees shall not lose time nor pay as a result of attending Safety Committee meetings. The employees shall be subject to the same terms of committee participation as other committee members.
2. CNS — One member of the bargaining unit will be selected by the Union to serve on the Virtua - CNS Health and Safety Committee. The employee shall not lose time nor pay as a result of attending Safety Committee meetings. The employee shall be subject to the same terms of committee participation as other committee members.

14.2 Safe Patient Handling: The Employer will establish the Safe Patient Handling (SPH) committee as mandated in the New Jersey Safe Patient Handling Act. The Union will select the Union representatives on the committee.

14.3 Violence Prevention: The Employer will establish the Workplace Violence Prevention (WPVP) committee as mandated in the New Jersey Workplace Violence Prevention Act. The Union will select the Union representatives on the committee

14.4 **TB Mask – CNS:** Registered Nurses shall be provided with, instructed, fitted with TB mask, as needed. Hospital: Registered Nurses working on units which treat TB patients shall be instructed, fitted and provided TB masks, as needed.

14.5 **Latex Use:** Virtua agrees to establish and maintain standards of care and administrative procedures and provide appropriate training to the registered nurses to ensure the safe usage of latex in patient care. Virtua will provide alternatives to latex (e.g., Nitrile gloves).

14.6 **Occupational Health Services:** Occupational Health Services will notify and evaluate registered nurses, as appropriate, in the event of exposure to a patient or employee with a contagious illness or conditions. In the event an employee contracts a work-related illness or condition, evaluation and treatment shall be provided through Occupational Health Services.

14.7 **Impaired Nurse:** Virtua and the Union support the goals of helping nurses impaired by alcohol and/or drugs and for ensuring the safety of patients. To that end, Virtua and the Union recognize the need to provide rehabilitation for impaired nurses and cause testing when circumstances warrant.

14.8 **Safety Escort:** Virtua will consider safety concerns in making assignments. Upon request from an employee, the Employer will make reasonable efforts to provide an escort. In the event there is not a safety escort available, the Employer must reschedule the visit to a time when an escort can be provided.

14.9 **Protective Equipment:** The Employer will continue to provide protective equipment and/or protective clothing as may be required by applicable regulations or policies of the Employer.

14.10 **Quarantine Pay Policy:** It is the policy of Virtua to provide income continuation to employees quarantined by the Infection Control practices of Virtua.

1. In the event an employee is exposed to a communicable disease while on the job, and is not permitted to work by the Infection Control Practitioner or designee, the employee shall be paid at full salary, including shift differential, throughout the quarantine. Quarantine pay will be reduced by the amount of worker's compensation benefits received.
2. In the event an employee is exposed to a communicable disease not related to employment, and is not permitted to work by the Infection Control Practitioner or designee, the employee shall be paid at full salary throughout the quarantine. Quarantine pay will end upon the employee returning to work or contracting the illness, at which time payment is based upon time worked or in accordance with the PTO policy, respectively.
3. Quarantine pay shall represent the employee's base rate and shift differential, based on regularly scheduled shift.
4. Time paid on quarantine shall not be considered time worked for payment of overtime.

5. Quarantine pay is to be charged for the incubation period of the disease to which the employee was exposed, and not the period of the illness itself.
6. Employees may be required to be examined by Occupational Health prior to return to duty.
7. Virtua will notify the Union within 48 hours of a Quarantine situation and will provide the Union with the names of employees who are quarantined.

ARTICLE 15. DISCIPLINE & PERSONNEL FILES

15.1 **Discipline for Just Cause:** Virtua shall have the right to issue discipline, including oral and written warnings, suspensions and discharges, for just cause.

15.2 **Notice:** In addition to notifying the affected employee, Virtua agrees to promptly notify a Union Officer or Grievance Chairperson in writing of any suspension or discharge of any employee.

15.3 **Right to Representation:** Employees shall have the right to representation or accompaniment by a Union representative during any meeting involving discipline or potential discipline. The employee may request representation at such an interview by any Union representative. When that Union representative is not available, (“available” includes being able to be released from his or her duties to serve as representative), Virtua may offer to select another Union representative who is on the Hospital premises and available to attend the meeting, or shall, at the request of the employee where the discipline does not involve suspension or termination, postpone the meeting for up to twenty-four (24) hours to make available the requested representative. Virtua reserves its rights under the law, including the right to forego meeting with the employee rather than conduct the meeting with a Union representative present.

15.4 **Personnel Files:** Upon reasonable notice and request by an employee, that employee shall be granted access to his/her personnel files (Nursing and Human Resources) and his/her benefit files. Human Resources Department files shall be made available to night shift employees once a week from 6:00 a.m. onward, and to evening shift employees once a week from 4:30 p.m. to 6:30 p.m., upon twenty four (24) hours written notice to the Human Resources specialist to be named by Virtua. These times are in addition to the regular operating times of the Human Resources Department and are not intended to limit the opportunity of an employee to review his/her personnel file during regular hours. Upon request, an employee shall be given photostatic and/or electronic copies of anything in his/her file at no cost to the employee. Employees may provide a written rebuttal to any information contained in their file within five (5) days after the employee becomes aware of the existence of the information, and said rebuttal shall be included in the employee’s file. All files shall be confidential and not open to public disclosure except through legal process. All written warnings, written memoranda or verbal warnings or anecdotal notes in an employee’s file will not be considered in future disciplinary action after two (2) years has elapsed since the employee’s last discipline.

ARTICLE 16. GRIEVANCE AND ARBITRATION

16.1 **Scope:** 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. Such grievances shall be processed and resolved as set forth in Sections 16.2 through 16.7. The filing of a grievance shall not foreclose ongoing or informal discussions or resolutions at the department level.

16.2 **Step 1:** Within ten (10) days after the occurrence of the alleged incident, event or circumstance the employee or Union representative may present the grievance in writing to the Nurse Director or Team Leader (CNS) (or their designees).

The Nurse Director/Team Leader (or designee) shall respond in writing no more than ten (10) days after the presentation of the grievance.

For a trial period of one year following the effective date of the Agreement, either party may schedule a meeting to discuss the grievance within the ten (10) day response period. When the grievance originated with an employee, that employee shall be invited (but not required) to attend the meeting. The meeting shall take place within the ten (10) day response period.

Following the trial period, the parties may elect to continue these Step 1 meetings or return to the above procedure.

Authorized local Union representatives shall have the right to participate in Step 1 meetings.

16.3 **Step 2:** Within ten (10) days from receipt of Virtua's Step 1 response, or within twenty (20) days of submission of the grievance (if there is no Step 1 response), the Union, in writing, may submit the grievance to the Assistant Vice President, Patient Care (AVP, Patient Care) or Agency Administrator (CNS) (or their designees). The AVP, Patient Care/Agency Administrator (or designee) shall meet with the Union (and the employee when the grievance originated with an employee) within ten (10) days of the submission of the grievance at Step 2 in order to attempt to resolve the grievance. The AVP, Patient Care/Agency Administrator (or their designees) shall answer the grievance in writing no more than ten (10) days after the presentation of the grievance at the Step 2 meeting.

16.4 **Class Actions:** Grievances which impact a substantial number of employees, or an entire shift or unit shall be filed with the Vice President of Patient Care or Agency Administrator (CNS) at Step 1 and with the Assistant Vice President, Employee & Labor Relations at Step 2.

16.5 **Discharges:** Grievances challenging the discharge of one or more employees shall be filed directly at Step 2, with the AVP Patient Care/Agency Administrator (CNS).

16.6 **Arbitration:** Should the Union be dissatisfied with Virtua's decision/response to the grievance at Step 2, the Union may submit the grievance to arbitration within thirty (30) days from the receipt of the written response to the Step 2 meeting. An arbitrator will be appointed through the American Arbitration Association under its Voluntary Labor Arbitration Rules. 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

16.7 Other Procedural Issues

1. Failure of the responding party to respond to a grievance within the time limits set forth in the above procedure shall be deemed a denial of the grievance and give the grieving party the right to submit the grievance directly to the next step of the procedure.
2. The time limits set forth above shall be strictly construed. Additional time will be allowed for any step in the above procedure only upon the written consent of the party asked.
3. 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.
4. Arbitrators' decisions shall be final and binding on both parties.
5. Grievance meetings or other conferences to discuss settling disputes which require the attendance of employee-representatives shall be scheduled at a time convenient to all involved whether or not during working hours.
6. In the event the grievance is with regard to a denial of PTO time occurring within the grievance processing period, the time set forth in Step 1 shall be reduced to five (5) days for both the employee and the Nurse Director/Team Leader.

ARTICLE 17. NO STRIKE OR LOCKOUT

17.1 Virtua agrees that it will not lock out employees during the term of this Agreement.

17.2 Neither the Union, its officers, agents, representatives, nor any employee shall engage in any strike, sympathy strike, sit-down strike, sit-in strike, work stoppage, slowdown, cessation or stoppage or interruption of work, refusal to cross a picket line, boycott or other interference with the operations of Virtua or prevent or attempt to prevent the access of any person to Virtua during the term of this Agreement.

17.3 Any employee engaging in a strike or other activity described above in Section 17.2 may be subject to discipline up to and including discharge. Such discipline or discharge shall be subject to the grievance-arbitration provisions of this Agreement. In the specific case where there has been a strike or other work stoppage as described above in Section 17.2, then in such a case the arbitrator's decision shall be limited as to the question of whether that employee actually engaged in a strike or other work stoppage as described above in Section 17.2.

17.4 Neither the Union, its officers, agents, representatives or members shall, directly or indirectly, authorize, assist, encourage, participate in, or sanction any strike, sympathy strike,

sit-down strike, sit-in strike, work stoppage, slowdown, cessation or stoppage or interruption of work, refusal to cross a picket line, boycott or other interference with the operations of Virtua or other conduct or action in violation of Section 17.2 above. The collective action of employees in violation of this Article 17 will be deemed to be the action of the Union, its officers, agents, representatives, and members.

17.5 In the event of a work stoppage, which is prohibited by this Agreement, the Union and its officers, agents, and representatives shall immediately take positive and evident steps to have those involved cease such activity. These steps shall involve the following: Within not more than four (4) hours after the occurrence of any such unauthorized action, the Union, its officers, agents, and representatives shall publicly disavow same and shall post a notice on the Union bulletin board. The Union, its officers and representatives shall immediately order its members to return to work, notwithstanding the existence of any wildcat picket line. The Union, its officers and representatives shall refuse to aid or assist in any way such unauthorized action. The Union, its officers and representatives, will in good faith, use every reasonable effort to terminate such unauthorized action. The obligations of the Union, and its officers, agents, and representatives listed above are in addition to any other remedy, liability or right provided by applicable law.

17.6 In the event of an alleged or asserted breach of this Article 17, the parties may resort to courts of competent jurisdiction or may follow the contractual grievance arbitration procedure through expedited arbitration by immediately notifying the American Arbitration Association who shall immediately appoint an arbitrator, who shall schedule a hearing within twenty-four (24) hours of the appointment to issue an immediate award with an opinion to follow.

ARTICLE 18. NO DISCRIMINATION

Virtua and the Union agree that they will not discriminate on the basis of Union membership.

ARTICLE 19. TUITION REIMBURSEMENT

19.1 **Amount:** During each calendar year, employees who have completed their probationary periods shall be eligible for reimbursement of their tuition for the successful completion of courses taken related to the attainment of a B.S.N., M.S.N., Nurse Practitioner, or other allied health undergraduate or graduate degree. Successful completion of the course shall be defined as achieving a passing grade of “C” 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 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 Virtua for twelve (12) months following completion of the course(s). Employees shall be reimbursed for work-related courses where the employee is matriculated in a non-nursing or allied health degree program in Virtua’s sole discretion. Repayment of Tuition Assistance shall be in accordance with Virtua policy and practice as applicable to similarly situated non-management employees.

	<u>Annual course limit</u>
Full-time / undergraduate	\$4,000.00
Full-time / graduate	\$5,000.00

Part-time / undergraduate	\$2,000.00
Part-time / graduate	\$4,000.00

Employees 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. 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 the twelve (12) month period following the completion of the course, the Employee shall be required to repay any Tuition Assistance payments.

19.2 Certifications and Requirements

Professional Requirements: The American Heart Association CPR Course Level “C”, (Virtua will seek to schedule at least six (6) CPR courses at Virtua - Memorial,) Critical Care Course, Pediatric Advanced Life Support (PALS), Advanced Cardiac Life Support (ACLS), Neonatal Resuscitation Program (NRP), Dysrhythmia Requirements, or any other course(s) required by the Hospital will be offered to employees for whom such education is required. Virtua will absorb the cost of sponsored programs. If the employee chooses to attend a program offered by a provider other than Virtua, but which is offered by Virtua, the employee will be responsible for cost of attending these programs outside Virtua.

If the employee takes BLS, ACLS, NRP, or PALS at Virtua, the employee will not have to pay for the course, although he/she may be required to pay for materials

Virtua will pay employees their regular rate of pay, for time spent in courses required by Virtua.

Nurses who work primarily with pediatric populations shall be entitled to attend the PALS courses and be paid whether or not it is required

Certifications: Full-time and part-time employees may utilize tuition reimbursement to pay for the cost of specialty certification and re-certification courses (not offered by Virtua) in the employee’s own area of practice or in an area designated by Virtua as one in which Virtua has a need for RNs. Payment will be made only upon proof of successful completion of the examination or issuance of certification or re-certification. Such employees may use tuition reimbursement for re-certification registration fee.

1. A bonus will be paid yearly during Nurse’s Week in May for RNs certified in their area of specialty, provided the nurse submits proof of certification by April 15th. The employee must be currently working in the area of certification, and will be paid for only one certification per year.
2. The bonus payment will be \$1,000.00 for full-time and \$500.00 for part-time, limited time and Per Diem employees for the term of the Agreement.

The attached certifications are approved for bonus payment. The parties agree that additional certifications will be reviewed and may be approved for bonus payment, upon the mutual agreement of the parties.

TITLE / CERTIFICATION	CERTIFICATION INITIALS	CREDENTIALING ORGANIZATION
Medical - Surgical Nurse	RNC	American Nursing Credentialing Center (ANCC)
Home Health Nurse	RNC	American Nursing Credentialing Center (ANCC)
Pediatric Nurse	RCN, CPN, CNP-Pediatrics, CCRN – Neonatal Pediatrics	American Nursing Credentialing Center (ANCC); Pediatric Nursing Certification Board; ANCC, AACN
Maternal and Child Nurse	RNC	American Nursing Credentialing Center (ANCC)
Nursing Case Management	RNC	American Nursing Credentialing Center (ANCC)
Gerontological Nurse	RNC	American Nursing Credentialing Center (ANCC)
CARES	CPEN	Board of Certification of Emergency Nurses
Critical Care Nurse (Incl. 2 North, IMCU, Cardiac Rehab)	CCRN	American Association of Critical Care Nurses
Oncology Certified Nurse	OCN	Oncology Nurses Association
Certified Emergency Nurse	CEN, CCRN	Emergency Nurses Association; American Association of Critical Care Nurses
Certified Diabetic Educator	CDE	American Diabetes Association (ADA)
Certified Flight Registered Nurse	CFRN	Board of Certification of Emergency Nurses
Certified Registered Nurse in Infusion	CRNI	Intravenous Nurses Society (INS)
Certified Infection Control Practitioner	CICP	Association for Professional Infection Control (APIC)

Certified Post Anesthesia Nurse (PACU)	CPAN, CCRN	American Board of Peri-Anesthesia Nursing Certification (ABPANC); American Association of Critical Care Nurses
Certified Ambulatory Peri Anesthesia Nurse	CAPA, CPAN	American Board of Peri-Anesthesia Nursing Certification (ABPANC);
Certified Nurse OR (OR)	CNOR	Certified Board of Perioperative Nursing, Inc.
Certified Registered Nurse First Assistant	CRNFA	Certified Board of Perioperative Nursing, Inc.
Certified Gastroenterology Registered Nurse (ENDO)	CGRN	Society of Gastrointestinal Nurses & Associates (SGNA)
Certified Professional in Healthcare Quality (Case Management)	CPHQ	Healthcare Quality Certification Board
Certified in Wound, Ostomy and Continence Nursing	CWON	Wound Ostomy & Continences Nurse Society
Nephrology Nurse	CPDN and CDN (Peritoneal Dialysis)	Board of Nephrology Examiners
Orthopedic Nurses	ONC	Orthopedic Nurses Certification Board
Pain Management	FAAPM	
Lactation Consultant	IBCLC	International Board of Lactation Consultants
Occupational Health	RNC	American Nursing Credentialing Center (ANCC)
Psychiatric Nurse (Crisis RN in ER, Skip Unit, and Behavioral Health)	RNC	American Nursing Credentialing Center (ANCC)
Women's Health Center Maternal Newborn Nurse and In- patient obstetrics	RNC	American Nursing Credentialing Center (ANCC)

Cardiac/Vascular Nurse	RNC	American Nursing Credentialing Center (ANCC)
Neonatal Intensive Care Nursing		NCC Maintenance Program
Low Risk Neonatal Nursing		NCC Maintenance Program
Holistic nursing		<u>AHNCC</u>
All Nurses	Advance Practice Nurse (APN)*	
VAD Team	VA-BC	American Association of Vascular Access (AVA)
Certified Bariatric Nurse	CBN	American Society for Metabolic and Bariatric Surgery (ASMBS)
Public Health Nurse	APHN (Advanced Public Health Nursing Certification – Master’s Degree required)	American Nursing Credentialing Center (ANCC)
	APHACC/PHN (America Public Health Association Certification for Community/Public Health Housing)	American Nursing Credentialing Center (ANCC)
Stroke Certified Registered Nurse	SCRN	American Board Neuroscience Nursing

*Only if APN Certification in Employee’s current area of practice.

19.3 Continuing Education - Conference Days: Full-time employees will be paid two (2) eight (8) hour days and part-time employees will be paid one (1) eight (8) hour day annually to attend educational seminars and workshops. Programs offered for Continuing Education Units or contact hours by NJSNA and organizations accredited by ANA shall be considered acceptable programs. Registration costs may be paid through the use of tuition reimbursement funds to a maximum of \$200.00 - full-time & \$150.00 for part and limited time employees. Paid time under this section will not be available for employees to attend programs that include organizational or collective bargaining activities, business meetings for the Union, or formal academic courses. The eight (8) hour day may be paid out in hour increments in order to accommodate shorter educational programs and/or online education.

19.4 Continuing Education – Internal: Virtua will continue to provide educational programs for RN’s on a continuing and regular basis and it will be the responsibility of each employee to seek opportunities to meet individual learning needs. All employees who are required to attend the programs on their own time will be paid at their base rate of pay.

1. Employees will be required to attend or complete courses, classes, or learning modules and maintain specific certifications as judged by Virtua as necessary to qualify the employee for assignment to a specific unit.
2. Whenever possible, education programs will be repeated to provide maximum access for RN's on all shifts.
3. Employees may participate in any educational program planned by Virtua, but will not be compensated for optional education occurring on off hours.
4. Information regarding educational programs will be posted on a monthly basis on all patient care units and other units where bargaining unit members work. Virtua will give as much notice as possible of all cancellations.
5. Virtua shall pay for the course and compensate an employees who attends any job related courses, programs, seminars approved by the manager, needed to maintain Government Grants. An employee who attends such programs shall not have the time deducted from his/her conference days.

ARTICLE 20. PER DIEM SCHEDULING – CNS & CENTER FOR WOMEN

20.1 Per Diem

1. **(CNS)** - Per Diem employees are scheduled to work by CNS to meet the needs of CNS, and they are assigned to a team according to needs. Per Diem employees are required to make themselves available for at least thirty-two (32) hours per month in accordance with the identified staffing needs. Eight (8) of these hours must occur on a weekend (Saturday or Sunday). Additional, on-call requirements are described in Section 8.5.7(B). All Per Diem employees also must make themselves available for one holiday per year. In addition, Per Diems must work (be available) either Christmas Eve, New Years' Eve or the day after Thanksgiving. These three (3) extra shifts shall be chosen in order of seniority, and submitted to management by March 31 and posted by August 31 for the following year. There is no obligation on the part of Virtua-CNS to utilize Per Diem employees for any minimum amount of time. Per Diem employees who fail to make themselves available for at least thirty-two (32) hours per month for two (2) consecutive months or one on-call shift in each of two consecutive quarters will be terminated. Notwithstanding the above, CNS Per Diem employees who were in that capacity as of September 14, 2000, will not be required to work (or be available for work), for Christmas Eve, New Year's Eve or the day after Thanksgiving.
2. **Center for Women:**
 - A. Per Diems working for this Center for Women are scheduled to work by Center for Women to meet the needs of Center For Women.

- B. Per Diem employees are required to make themselves available for at least twenty-four hours per month in accordance with the identified staffing needs. Per diem employees also must make themselves available for either Christmas Eve, New Years' Eve or the day after Thanksgiving. There is no obligation on the part of Virtua to utilize Per Diem nurses for any minimum amount of time. Per diem nurses who fail to make themselves available for at least 24 hours per month for two (2) consecutive months will be terminated.

20.2 **Per diem Scheduling (CNS):** Per Diem nurses will call their assigned team clerk to report their availability to work. Per Diem nurses will provide availability for one (1) calendar month in advance, no later than 1 week (7 days) prior to the first of each month. Per Diem nurses will be notified the day before each scheduled date if they are not needed to work. Per Diems will continue to be assigned to any geographic area, based upon caseload need.

20.3 **Center for Women:** Per Diem nurses will call their manager or designee to report their availability to work. Per diem nurses will provide availability for one (1) calendar month in advance, no later than 1 week (7 days) prior to the first of each month. Per diem nurses will be notified the day before each scheduled date if they are not needed to work. Per diem nurses will continue to be assigned within CFW as needed.

ARTICLE 21. PER DIEM STAFF-HOSPITAL

21.1 Per Diem employees are scheduled to work by Virtua and are assigned to a unit according to needs. Per Diem nurses are required to schedule themselves for an open shift a minimum of twenty-four (24) hours of time within each defined four-week schedule, of which one shift (8, 10, 12 hrs.) must be on a weekend (Saturday 7 a - Monday 7a). There is no obligation on the part of Virtua to utilize Per Diem nurses for any minimum amount of time. In areas where on call is required, eight (8) of the twenty-four (24) hour commitment may be on call. Per Diems must sign up for full 24-hour commitment during the first 7 calendar days after the plan sheet is posted.

Time will be awarded on a first come first served basis except that during the initial seven (7) calendar day sign up period, a Per Diem who signs up for time in his/her home unit shall be given preference to the time over a Per Diem from outside the unit, provided the first Per Diem signs up for the full posted shift.

21.2 After scheduling the required twenty-four (24) hours, or if no time is available, Per Diem nurses may provide coverage for full-time, part-time, and limited time employees who take paid time off in the following circumstances only:

1. the Per Diem nurse has the required minimum qualifications for the clinical grouping or unit.
2. a signed change of schedule form is completed by the employee requesting the change and approved by manager / supervisor before the start of the shift.

Note: The Per Diem nurse signing the change of schedule form shall be accountable for covering the shift for the originally scheduled nurse, subject to the provisions regarding reassignment and cancellation. Absent a signed agreement, the originally assigned nurse is accountable for coverage of the shift.

3. the switch shall not result in overtime unless approved by the manager.

21.3 Per Diem nurses must schedule themselves through the Nursing Resources office or their manager for a full shift as posted, unless otherwise approved by the Employer, for one of the following “Hallmark holidays”: Easter, Mother’s Day, Halloween, the day after Thanksgiving, the day after Christmas, Father’s Day, Valentine’s Day and Good Friday. This list will be posted for sign-up each contract year during the first week in September. Employees in surgical services, radiology and occupational health may be placed on call for this obligation rather than being required to work the day. Per Diems hired after the sign-up period will be required to meet the “Hallmark Holiday” requirement described in this section.

1. Per Diem nurses in Center for Women must schedule themselves for a shift for one of the following: Halloween, the day after Thanksgiving, the day after Christmas, the day after Easter or Good Friday.

21.4 Per Diem nurses who have been employed for at least six (6) months may be unavailable for up to six weeks for medical reasons and one four-week schedule for personal reasons (such as vacation) per 12-month rolling calendar year upon approval of the Administrative Director or Manager (rolling calendar year to begin the first time Per Diem employee takes such time off). Requests for such leave shall not be unreasonably denied. To the extent this provision conflicts with the Family Leave, Maternity Leave, Medical Leave, and Workers Compensation Leave provisions of Article 11 that specifically apply to Per Diem, those specific provisions within Article 11 shall apply. The provisions of this Section 21.4 shall not be construed to extend or increase the leave benefits provided under Article 11. That is, for employees eligible for leaves of absence pursuant to Article 11, the provisions of Article 11 only shall apply.

21.5 Unless on a leave of absence as described in Sections 21.4 above or in Article 11, if a Per Diem nurse fails to meet the expected 24 hour commitment (provided work is available) for 2 schedules, he/she will be counseled up to and including termination.

21.6 Cardiac Rehab/Cardiovascular, Radiology, ER, and BHU Per Diem nurses are unit- based and will schedule their hours with the unit manager. The Per Diem nurses in these departments are subject to the same time requirements as other Per Diem nurses, except as otherwise specified herein. Per Diem RNs in Labor and Delivery, Surgical Services, and Radiology must schedule at least eight (8) hours per month on call as part of their 24- hour commitment. Per Diem nurses may sign up for additional unit based on call time. Such on call time shall be over and above the twenty-four (24) hour per schedule availability requirement.

1. Center for Women: Per Diem nurses in Center for Women are unit-based and will not be reassigned involuntarily out of these units.

21.7 Per Diem RNs are eligible for shift and holiday differentials. Per Diem nurses shall receive overtime (time and one half) for hours worked in excess of 40 per week.

21.8 Notice. Per Diem nurses will be notified one and one-half hours before their scheduled shift if they are not needed to work.

21.9 Per Diem nurses are not eligible for benefits except as otherwise provided in this agreement.

21.10 Per Diems may voluntarily work outside of their clinical groupings.

21.11 Temporary Position

A temporary position for a specified period of time, not to exceed three (3) months, may be posted to cover for an employee who is on an approved leave of absence. Such positions may be offered to Per Diem nurses according to the following:

1. The Per Diem RN accepting a temporary position:
 - A. must commit to the master schedule or self-scheduling guidelines of the nurse on LOA for the entire length of initial leave;
 - B. will be required to meet all requirements of the position being covered (i.e. weekend requirements, holiday, on-call, reassignment, etc.);
 - C. must be able to perform the duties of the employee being covered;
 - D. will be paid at his/her current rate of Per Diem pay. Once assignment has ended, shall return to previous Per Diem commitments.
2. The Per Diem accepting the position will not be or become eligible for any additional benefits.
3. If two or more qualified Per Diems apply for the position, bargaining unit seniority will prevail.
4. In the event that such a position is posted and no employees within the bargaining unit successfully bid for same, the Employer may fill the position with a temporary employee for a period of up to three (3) months. The duration of a temporary position may be extended for up to an additional 3 months by mutual agreement between the Employer and the Union. In the event a temporary employee applies for and receives a bargaining unit position, probation, seniority, and benefit waiting period shall commence upon the date of hire into a bargaining unit position.

ARTICLE 22. MISCELLANEOUS PAID LEAVE /BENEFITS.

22.1 **Jury duty & Legal Time Off:** Virtua agrees to compensate full-time, part-time and limited time employees for a period of up to one week's regularly scheduled hours excluding differentials for jury duty. 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. 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.

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

Employees who are issued subpoenas by parties other than Virtua for personal business 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 Virtua upon receipt of the subpoena or as soon as practicable thereafter.

22.2 **Bereavement and Funeral Leave:** Full-time employees shall be entitled to be paid for their scheduled hours, to a maximum of twenty-four (24) hours within six (6) calendar days, barring extenuating circumstances, following the death of a member of the employee's immediate family: parents, grandparents, parents-in-law, spouse/civil union partner, child, brother, sister, grandchild, step-grandparents, brother-in-law, sister-in-law, daughter-in-law, son-in-law, or other family member in their household or significant other who is part of their household. Part-time employees shall be entitled to be paid for their scheduled hours, to a maximum of twelve (12) hours within six (6) calendar days, barring extenuating circumstances, following the death of a member of their immediate family as described above. Requests for usage of employee PTO time to attend any funeral-related services shall not be unreasonably denied. Employees may use up to one day of PTO per year to attend funeral-related activities related to the death of an aunt, uncle, niece, or nephew without having such absence count against them as an unscheduled PTO day.

Virtua may permit the use of three (3) additional PTO days to extend a bereavement leave if requested by the employee. Such PTO time must be earned or the employee may take an unpaid leave of absence. Such absence will not be considered an unscheduled absence.

Per Diems who follow the call out procedure and call out to a maximum of 24 hours within six (6) calendar days, barring extenuating circumstances, for a death in the Per Diem's immediate family (as defined above) shall not have the call out considered an unscheduled absence.

22.3 **No Other Benefits:** Bargaining unit employees will be entitled only to the benefits expressly agreed to by Virtua and included within this Agreement. Virtua agrees to maintain the following benefits to the extent that they are offered to other non-managerial employees of Virtua: Employee Assistance Program, direct deposit, pharmacy services, Service

Awards, employee purchases through payroll deduction, Credit Union, Savings Bonds, free parking, Quarter Century Club, employee referral programs, free shuttle bus service from remote lot, advanced PTO, Virtua Service Discount, Employer paid Long term disability program and employee recognition programs.

ARTICLE 23. SPECIAL TERMINATION PROVISIONS

23.1 **NOTICE:** Employees must give three (3) weeks written notice of resignation from Virtua-Memorial, CNS, and CFW. Virtua may waive all or any part of the notice period at its discretion. Failure to give proper notice will result in the employee's ineligibility for rehire and loss of accrued PTO time.

ARTICLE 24. SUCCESSORSHIP:

In the event of the transfer, sale or assignment of the Employer's facility or any portion thereof, the Employer will advise a prospective buyer of the existence of the collective bargaining agreement. Additionally, the Employer agrees that it will notify the Union of such prospective sale or assignment of the business or portion thereof and will negotiate with the Union regarding the effects of the transfer or sale. (The Employer shall have no further obligation to the Union or the employees in the event of a transfer, sale or assignment of the Employer's facility). The status of the purchaser, transferee or assignee of the facility as a successor shall be determined in accordance with applicable law.

ARTICLE 25. DURATION

This Agreement shall be effective May 31, 2017 and shall continue in full force and effect from May 31, 2017 through 7:00 am on May 31, 2020, and continue from year to year thereafter unless or until either party serves notice, in writing, at least ninety (90) days prior to the expiration of the original expiration date or any subsequent anniversary of the original expiration date of a desire to change, modify or terminate this Agreement. In the event either party serves notice with respect to changes in or modification or termination of this Agreement, it is agreed that the parties shall begin negotiations promptly. Pending the outcome of such negotiations, this Agreement shall continue in full force and effect beyond the expiration date, subject, however, to the right of either party to terminate the entire Agreement upon at least ten (10) days prior written notice to the other party.

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

Ann Twomey
Ann Twomey, President HPAAE

Debbie White RN
Debbie White RN, Local 5105 President

Lorraine Thone, RN
Lorraine Thone RN, Local 5105 Vice President

Molly Kirkpatrick RN
Molly Kirkpatrick RN, Vice President CNS

Beth Cohen, RN
Beth Cohen, RN Secretary-Treasurer

Sheryl Mount RN
Sheryl Mount RN, Grievance Chair - Hospital

Kelli Zambetti-Frazer, RN
Kelli Zambetti-Frazer, RN Grievance Chair - CNS

JoAnn Repici RN
JoAnn Repici RN, Unit Representative

Dawn M Jones RN
Dawn Jones RN, Unit Representative

Marikay Mc Miller, RN
Marikay Mc Miller RN, Unit Representative

Pete Latini RN
Pete Latini RN, Unit Representative

**Virtua Health Inc.
Hospital, CNS and CFW**

Rhonda Jordan, Senior Vice President,
Chief Human Resources Officer
Rhonda Jordan

Side Letter 1

Licensed practical Nurses (LPNs) will be used within the scope of their licensure. It is not the intention of Virtua to utilize LPNs to diminish the bargaining unit.

For HP AE

Date _____ Date _____

Side Letter 2

Non Supervisory Status

The Hospital agrees that during the term of this Agreement, it shall not assert or challenge the supervisor or non-supervisory status, as defined in Section 2(11) of the National Labor Relations Act (“NLRA”), 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.

Notwithstanding the provisions of the Non-Supervisory Status Side Letter, the Union agrees that the Infectious Prevention Manager shall not be included in the bargaining unit to the extent that such Manager exercises managerial and/or supervisory duties, as defined in Section 2(11) of the NLRA.

For HPAE

Date _____ Date _____

Side Letter 3

Infection Prevention Manager

Notwithstanding the provisions of the Non-Supervisory Status Side Letter, the Union agrees that the Infection Prevention Manager shall not be included in the bargaining unit to the extent that such Manager exercises managerial and/or supervisory duties, as defined in Section 2 (11) of the National Labor Relations Act.

For HPAE

Date _____

Date _____

Side Letter 4

MASC Employees Only

When the Employer determines that they are not needed due to low volume in MASC, MASC employees will have the option to be reassigned to the Hospital's Operating Room, Surgical Admissions Area, ENDO and/or PACU, as needed (provided the employee in question is qualified for such reassignment), or may take time off without pay, or may utilize PTO. Such reassignment or time off may be in one (1) to four (4) hour increments, at the start and/or end of a shift, or for a full shift. The first time in a contract year that a MASC employee is given a full shift off under this Side Letter, and not given the option to be reassigned to the Hospital, the employee will be eligible for Hospital Excused Pay under Section 7.9. MASC employees shall be reassigned or given time off on a rotating basis.

Any such MASC employee who is voluntarily reassigned to the Hospital shall be paid the \$3.00 per hour reassignment bonus described in Section 8.7(2)(C).

MASC staffing shall be a periodic agenda item at Labor Management meetings.

For HP AE

Date _____

Date _____

Side Letter 5

Staffing Committee

Where the Staffing Committee identifies a staffing pattern or other staffing issue which both parties agree would benefit from further discussion, the parties shall have such discussion, involving the VP of Patient Care and nurses from the unit and shift involved, at a Staffing Committee meeting or other mutually-agreed upon forum.

For HPAAE

Date _____

Date _____

Side Letter 6

PCU

During the term of this Agreement, the Employer shall transition more critically ill patients to the PCU. The Employer shall provide education and training to allow the PCU nurses to care for these patients.

For HP AE

Date _____

Date _____

Side Letter 7

Center For Women

In the event that a mid-level/physician provider is unavailable for an extended period of time lasting more than two weeks, the Employer may decide to close CFW. Should this occur, affected employees will not be required to work and may opt to utilize accrued PTO time. If the employee does not use or have accrued PTO time, then the time will be unpaid. The Employer will first discuss any other voluntary alternatives with the employee(s). It shall be considered a layoff in the event of a closure lasting 7 or more consecutive business days.

For HP AE

Date _____

Date _____

Side Letter 8

Emergency Department Staffing Committee

For a period of one year from the date of this Agreement, the parties will trial an Emergency Department Staffing Committee which shall meet once per month, unless otherwise mutually agreed. The Committee shall consist of three members from Management and three from the Union. Management members shall include the AVP and the Nurse Director. The parties anticipate that the Committee will be a working group which will review Emergency Department data about staffing levels, patient care assignments, case load, work assignments and other staffing issues. The Committee may be extended beyond a year by mutual agreement. Side Letter 5 shall not apply to the Emergency Department while this Side Letter is in effect.

The Union shall provide the employer with a list of the three Union Committee members, and shall give Management reasonable written notice of any change to the Committee membership. Committee members shall be afforded time during work to attend its meetings.

Either party may request additional individuals to attend a Committee meeting to discuss specific issues. Such employees will notify their managers as early as possible when planning to attend and attempt to arrange their schedules so as not to conflict with Committee meetings. In the event that conflict arises, the Employer will make reasonable efforts to release the employees and afford work time to attend. If coverage is not available, the employee will not attend the meeting. Committee members and other employees requested to attend Committee meetings shall be paid for time spent at Committee meetings. Those who attend when not scheduled to work shall be compensated at their base rate of pay.

All open positions in the Emergency Department as of June 2, 2017 and those which become open through June 15, 2017, shall be posted with the opportunity of an internship pursuant to Section 4.9 of the parties' Agreement.

Virtua will create, and make available on the unit, staffing guidelines for the Emergency Department.

Side Letter 9

Electronic “Unsafe Staffing Form”

The Employer and the Union agree to develop an electronic “Unsafe Staffing Form” which will be accessible to bargaining unit members. The parties shall work together to develop this form and anticipate that it will be implemented no later than October 31, 2017.

Side Letter 10

Virtua Nurse Professional Development Advancement Program (PDAP)

Effective 2018, Virtua will implement the PDAP. Nursing professional development is a specialized nursing practice that facilitates the professional development of nurses in their participation in lifelong learning activities to enhance their professional competence and role performance, the ultimate outcomes of which are protection of the public and the provision of safe, quality care (ANA, 2010, Nursing Professional Development Scope and Standards of Practice).

The PDAP recognizes professional excellence and differentiated practice, provides the RN with the opportunity for advancement and clinical outcomes, acknowledges clinical expertise, and seeks to compensate excellence in nursing.

The Virtua Nurse PDAP is a performance based advancement program that exists to promote, support, recognize and reward individual RNs as they grow within the role of the registered nurse. This program supports, guides, strengthens, and empowers nurses to evolve in their profession as individuals and as a whole.

There are three major standards to the program:

Education: The nurse promotes learning and development through continuing education, degree advancement, certifications and the role of educator, super-user or preceptor.

Evidence Based Practice/ Research: The nurse encourages colleagues to use evidence-based practice to drive quality and safe patient care, and impact positive patient outcomes. This includes involvement in clinical practice councils, research projects, performance improvement projects, or collaboration with care team members to apply practice guidelines across a unit or department. The nurse shares learning through presentations both internally and externally to the organization.

Leadership/Professional Service: The nurse takes on a variety of different roles as leader or chair for shared governance councils, chair or co-chair of practice councils, committees or charge nurse or through professional service.

	RN1 Novice	RN2 Competent	RN3 Proficient	RN4 Expert
Level Expectations	<p>Reflects the experience of a new to practice nurse.</p> <p>Less than 12 months of clinical nursing experience</p> <p>FT or PT status</p>	<p>Reflects the minimum level of competence and experience required for employment to a specific area of practice.</p> <p>Nurses are required to attain and maintain practice at this level.</p> <p>FT or PT status</p>	<p>Reflects clinical expertise and leadership abilities in area of practice.</p> <p>Two or more years of experience in specialty area.</p> <p>Requires application and acceptance by Program Oversight Committee.</p> <p>Has not received any written discipline within prior 12 months.</p>	<p>Reflects advanced expertise and leadership across the system.</p> <p>Two or more years of experience in specialty area.</p> <p>Minimum two years in Level 3.</p> <p>Requires application and acceptance by Program Oversight Committee.</p> <p>Has not received any written discipline within prior 12 months.</p>
General Requirements	<p>Satisfactory Performance Evaluation or better.</p> <p>By end of probationary period, meets all Department mandatory requirements for competence, education, and attendance.</p>	<p>Satisfactory Performance Evaluation or better.</p> <p>Meets all Department mandatory requirements for competence, education, and attendance.</p> <p>All requirements must be met by first annual evaluation.</p>	<p>Satisfactory Performance Evaluation or better.</p> <p>Meets all Department mandatory requirements for competence, education, and attendance.</p> <p>Meets all requirements of Levels 1 and 2.</p>	<p>Satisfactory Performance Evaluation or better.</p> <p>Meets all Department mandatory requirements for competence, education, and attendance.</p> <p>Meets all requirements of Levels 1, 2, and 3.</p>

	RN1 Novice	RN2 Competent	RN3 Proficient	RN4 Expert
Education Requirement		Completion of 15 CE credits within the prior year (or 30 within prior 2 years).	Meets all requirements of Levels 1 and 2. BSN or higher degree in nursing. National certification in specialty area. Provides one inservice/clinical presentation to unit.	Meets all requirements of Levels 1, 2, and 3. BSN or higher degree in nursing. National certification in specialty area. Provides one inservice/presentation at division or system level meeting or council.
EBP/ Research Requirement	Within 1 year of end of probationary period completes a clinical presentation to unit peers.	Participates as appropriate in unit based EBP projects and/or presentation.	Meets all requirements of Levels 1 and 2. Leads or co-leads one unit based EBP project. AND Presentation of unit based projects within Virtua. OR Writes a substantive article for an internal publication. OR Participates in annual review of nursing practice policies.	Meets all requirements of Levels 1, 2, and 3. Participates in one divisional or system EBP project. AND Presents professional presentation outside of Virtua. OR Submits an article to an external publication. AND Participates in annual review of nursing practice policies

	RN1 Novice	RN2 Competent	RN3 Proficient	RN4 Expert
Leadership/Professional Service Requirement		<p>Attends staff meetings, Virtua practice council, or Virtua committee with attendance at 50% of the meetings within prior 12 months strongly encouraged</p> <p>OR</p> <p>SuperUser for IT transformation initiatives</p>	<p>Meets all requirements of Levels 1 and 2.</p> <p>Co-chair or chair of Virtua practice council or committee within the last 2 years with attendance at 80% of the meetings within prior 24 months.**</p> <p>OR</p> <p>Leads special unit based council projects.</p> <p>Acts as a resource nurse to staff.</p> <p>OR</p> <p>Mentor to at least one RN as approved.</p> <p>Attends annual conference of professional nursing organization and presents information to staff</p> <p>OR</p> <p>Reads peer review journal and presents information to staff</p>	<p>Meets all requirements of Levels 1, 2, and 3.</p> <p>Co-chair or chair of division or system practice council or committee with attendance at 80% of the meetings within prior 24 months.</p> <p>OR</p> <p>Engages in division or system special project.</p> <p>Completes process improvement training.</p> <p>Mentor to at least one RN as approved.</p> <p>Attends annual conference of professional nursing organization and presents information to staff</p> <p>OR</p> <p>Reads peer review journal and presents information to staff twice per year (i.e., attends two conferences or reads two peer review journals, or does one of each)</p>

**** NOTE:** The Virtua/HPAE Staffing and Scheduling Committee and the Virtua Health and Safety Committee shall be recognized as a “committee.”

	RN1 Novice	RN2 Competent	RN3 Proficient	RN4 Expert
Documentation Requirement	<p>Preceptor Evaluation</p> <p>Orientation Competency Checklist</p> <p>Documentation of Clinical Presentation</p>	<p>Provides required documentation for competence, education, and/or certification. Documentation will be submitted by the employee as part of the annual evaluation process.</p>	<p>Application must be completed, which will include required documentation for competence, education, research, leadership/professional service, and certification, as well as resume and one professional letter of recommendation (from a Virtua manager or colleague).</p> <p>Level 3 incumbents do not have to re-apply each year, but must submit documentation verifying criteria continues to be met and need not submit additional letters of recommendation.</p>	<p>Application must be completed, which will include required documentation for competence, education, research, leadership/professional service, and certification, as well as resume and two professional letters of recommendation (including one from a Virtua manager or other colleague).</p> <p>Level 4 incumbents do not have to re-apply each year, but must submit documentation verifying criteria continues to be met and need not submit additional letters of recommendation.</p>

The Program Oversight Structure

The program is administered under the direction of Virtua’s Sr. Vice President/Chief Nursing Officer and Vice Presidents of Patient Care Services.

- **The Program Oversight Committee** (“Committee”) is appointed by the SVP CNO and the VPs of Patient Care and may include:
 - Sr VP/Chief Nursing Officer (Chair)
 - VP of Patient Care
 - AVP of Human Resources
 - AVP of Clinical Learning
 - Advance Nurse Clinician
 - 4 Staff RNs at Level 2, 3 or 4 (2 of whom may be appointed by the Union)

- Responsibilities:
 - General oversight of the PDAP at Virtua
 - Review of the PDAP policies and procedures, and ensure criteria and guidelines are met
 - PDAP Evaluation
 - Monitoring program participation
 - Educating the employees about the PDAP
 - Review and recommend action for each application for promotion
 - Review and recommend action for each renewal request
 - Provide individual consultation when requested to assist eligible RNs in their career development planning

- Representation on the Committee may include participants from different practice settings within Virtua, such as in patient care units, Ambulatory settings, Home Care, SEDs.

- Terms for serving on the Committee for bargaining unit members will be 2 years and may be renewed at the discretion of the Committee. The members will serve staggered 2 year terms with half of the members selected each year. In the initial year of the Program, one half of the members shall be assigned one year terms.

- Committee members shall be afforded time during the work day to attend Committee meetings, if those meetings are scheduled during the members’ work time. Members will be paid for time spent attending Committee meetings at their regular base rate.

Annual Review Process:

- An eligible RN may submit an application for promotion by one level at a time.
- RNs, who transfer or are in the process of transferring to another department, maintain their current level in the PDAP.
- Three copies of each application must be submitted to the Committee by the deadline.
- The annual deadline for application submissions is March 1.
- The Committee will have until April 15 to review and make a recommendation on each application received.
- Applications must be typed documents. The completion of the application, including providing supporting documentation, is the responsibility of each RN for his/her own application.
- The Committee's decision (which shall include an explanation of the decision if the application is denied) will be communicated in writing to the RN applicant on or before May 1.
- Payment of PDAP bonuses will be made on or before May 15.
- The RN may contact a member of the Committee to make an appointment to review the application after a decision is made and/or may request a review by a Special Labor/Management Committee. Such Special Committee shall consist of 2 PDAP Program Oversight Committee management members and the two HPAE-appointed members. A decision of the Special Committee shall be by majority vote. If the employee applicant is dissatisfied with the decision of the Special Committee, the Union may submit the matter to arbitration within thirty (30) days of the employee's receipt of the Special Committee's decision, which shall be in writing.
- To be eligible for RN3 or RN4, a nurse must be full-time or part-time as defined in Article 4, Employee Status.
- In 2018 only, nurses may apply directly to Level 3 or 4 without spending any time in a prior level of the Program.
- The BSN: For the term of this Agreement only, the requirement that an RN3 have a BSN or higher degree in nursing may be met by 50% completion of a BSN or higher degree in nursing, so long as the nurse remains actively enrolled in a BSN or higher degree in nursing program. Documentation of 50% credit completion and active enrollment must be included as part of the PDAP application.
- The PDAP does not limit or restrict the number of RNs who may achieve any particular level.
- Participation in the PDAP is voluntary. An employee who chooses not to apply for advancement to Level 3 or Level 4 shall not suffer any adverse consequences with respect to their performance evaluations or any other condition of employment.
- An employee's application for Level 3 or 4 shall be accepted in the event the employee has submitted a grievance related to a disciplinary action. The application shall be reviewed and, if the grievance is sustained, the application shall be considered retroactive to the appropriate decision date of the Program Oversight Committee.

Side Letter 11

Union Leave

In the event a Union officer is elected on or before May 31, 2020 to one of the three HPAE state officer positions (Pres/VP/Sec-Treas.), the member will be granted an unpaid leave of absence for the entire term of office, up to a maximum of 3 years. Within 30 days from the end of the term, the employee may return to his/her former position, if available, or to an open comparable position, with no loss of seniority. The employee must maintain all qualifications for the position sought and successfully complete a physical exam.

Side Letter 12

ENDO

- 1) Endoscopies done in the Endo department shall be staffed with 2 RNs for the term of this Agreement. Once cystoscopy procedures are moved to the O.R., provided that the patient volume, methods and procedures remain substantially unchanged, it is the parties' intent to maintain current staffing levels in the Endo Department.
- 2) The Employer shall change the hours of operation of the Endo department.
- 3) Nurses hired before 9/30/2000 shall retain their shift, status and hours; however, the nurses who currently work 7 am- 7:30pm shall have their hours changed to 6 am to 6 pm.
- 4) Notwithstanding language in 8.3 # 1, RNs who are currently receiving shift differential shall continue to do so for hours worked between 3 pm to 6:30 pm, paid as a quarterly bonus, so long as they remain employed in their current position.
- 5) Holiday Call. RNs shall be required to take holiday call according to the following process:
 - a) First, employees shall have the opportunity to volunteer to cover extra call hours;
 - b) If no one volunteers, then 2 RNs shall be assigned in order of reverse seniority to cover extra call yearly.
 - c) A rotational list shall be maintained from year to year.
- 6) The above changes shall not go into effect before January 2018.
- 7) Temporarily, until the transfer of cystoscopy to the OR is complete, vacant on call shifts will be offered on a voluntary basis to Endo RNs as permitted by the CBA; the Employer may offer CSB for work performed on call and/or holiday (double) call time. If call cannot be covered with these methods, call shifts may be covered by a qualified tech. This use of techs shall expire on January 31, 2018 unless mutually agreed by the parties.