

Agreement

Between

Cooper University Hospital

And

Local 5118

Health Professionals & Allied Employees

AFT/AFL-CIO

CHAPTER I

Registered Nurses

June 1, 2014 to May 31, 2017

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ARTICLE 1. RECOGNITION

Cooper University Hospital (the “Medical Center”) hereby recognizes the Union as the exclusive collective bargaining agent pursuant to the Certification of the National Labor Relations Board, Fourth Region, dated October 8, 1999 (4-RC-19703) for a bargaining unit composed of all Registered Full -Time and Part -Time Nurses including Limited Time Nurses and Pool Nurses who work[ed] more than fifty-two (52) hours in the preceding calendar quarter (Jan – Mar; April – June; July – September; Oct. – Dec.) at 1 Cooper Plaza, Camden, New Jersey, and all Registered Full -Time, Part -Time and Limited Time Nurses at 3 Cooper Plaza, Voorhees Center (Main Street & Centennial Boulevard), the Cooper Digestive Health Institute at 501 Fellowship Road, Mount Laurel, Cooper Cancer Institute, 42 East Laurel Rd., Cooper Cyber Knife, Fellowship Road Mt. Laurel and Cooper Gastroenterology at 218 C Sunset Road, Willingboro, but excluding all Nurses at: E & R Building at Camden, New Jersey and Certified Registered Nurse Anesthetists, Utilization Review Managers, Information Technology Nurses, Clinical Nurse Specialists, Advance Nurse Practitioners, Discharge Planners, Nurse Educators, Research Nurses, Medical Records Nurses, all Pool Registered Nurses (PRN) who work[ed] less than fifty-two (52) hours in the preceding calendar quarter, Directors, Clinical Directors, Assistant Clinical Directors, Research Nurses at E & R Building, and all Registered Nurses employed by the Employer at its Haddonfield, Cherry Hill, Marlton, Runnemede, Haddon Heights, Pennsville, Gloucester City, Absecon and Pennsauken, New Jersey offices, and all guards and all other supervisors, managers, as defined in the Act, and all other employees.

Whenever the terms “employee” or “Registered Nurses” or “Nurses” or “Nurse” or “RN” are used hereinafter in this Agreement, they shall be deemed to apply only to Registered Nurse employees of the Medical Center who are specifically included within the appropriate bargaining unit above noted.

The sole purpose of the above is to identify the categories of employees in the appropriate bargaining unit, and this provision shall not be construed or interpreted so as to impose obligations or confer rights upon the parties beyond that of recognition of the unit.

ARTICLE 2. UNION STATUS & CHECKOFF

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 the 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, and employees hired, rehired, reinstated or transferred into a

bargaining unit position after the effective date of this Agreement shall be required, to the extent not inconsistent with the law, to either:

a) Become members of the Union within ninety (90) days for regular employees and one hundred twenty (120) days for Pool Nurses following the effective date of this Agreement, or

b) To choose to become “Beck” objectors. Employees, who choose such Beck objector status, shall be responsible to pay representation fees within the meaning of CWA v. Beck. Employees who choose this status are not considered members of the Union; thus they are not afforded the rights and privileges of Union membership, such as holding office or voting in Union officer elections, nor are they subject to the Union’s Constitution, By-Laws and Policies. An employee who chooses Union membership and who shall tender initiation fees (if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership in the Union shall be deemed to meet this condition.

Employees who choose Beck objector status who pay the designated fees as required by Beck 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 in the Union) or Beck representation fees, pursuant to Section 2.1 above and fail to do so shall not be retained in a bargaining unit position by the Medical Center. No employee shall be terminated from a bargaining unit position, however, unless he/she has failed to tender delinquent dues and initiation fees within fifteen (15) days after written notice from the Union of such delinquency and the Medical Center is advised of such failure in a request for removal of the employee from the bargaining unit position. The Employer shall not be responsible for any liabilities or damages related to action taken under this Article.

2.3 Deduction Of Union Dues. Upon receipt of a signed authorization form by employees required to pay dues or other fees under this Article, the Medical Center shall deduct from the pay all membership dues or representation fees. The Medical Center will deduct dues and fees beginning in the first full pay period after both of the following have occurred: (1) RN completed initial probationary period and (2) Medical Center received signed authorization form. 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 within five (5) business days from end of the last pay period of the succeeding month after such deduction is made.

2.4 The Medical Center's remittance will be deemed correct if the Union does not give written notice to the Medical Center within thirty (30) calendar days after receipt of the same of its good faith that the remittance is incorrect. The Union assumes full responsibility for the remittance upon receipt of same.

2.5 It is agreed that the Medical Center assumes no obligation, financial or otherwise, arising out of the provision of this article, and the Union hereby agrees that it will indemnify and hold the Medical Center harmless from any claims for dues or fees arising from the deduction made by the Medical Center hereunder. Once funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

2.6 The Medical Center shall be relieved of making such check off deductions upon (a) termination of employment, (b) transfer out of the bargaining unit, (c) an agreed unpaid leave of absence, or (d) revocation of the check off authorization in applicable law. .When an employee transfers back into the bargaining unit within ninety (90) days of leaving the bargaining unit, no new dues deduction or initiation fee form will be required to be signed by the employee in order for dues and initiation fees to be deducted

2.7 Upon receipt of a signed authorization from an employee, the Medical Center shall, pursuant to such authorization, deduct from the wages due the employee each pay period a voluntary deduction for the COPE fund, (HPAE Committee on Political Education), in the amount specified by the employee. The total amount deducted from employees for the COPE fund, with an itemized list of employees authorizing such deductions and the amounts thereof, shall be forwarded to the Union by the fifteenth (15th) day of the month following the deduction. Remittance to the Union of COPE Fund deductions shall be by a separate check and not combined with dues and initiation fees.

ARTICLE 3. INFORMATION

Within five (5) business days from the end of the last pay period of the succeeding month, the Medical Center shall electronically send the union staff representative and the identified HPAE Administrative staff person the name, address, phone number, and status arranged by cost center in alphabetical order beginning with the last name first of the bargaining unit nurses. At the same time, in separate reports the Medical Center shall electronically send the union staff representative name, address, telephone number changes, transfers in/out of the bargaining unit, retirement status (when applicable), and the pending list.

Semi Annually, on February 1st for months July 1 to December 31st and August 1st for months January 1 to June 30th, the Medical Center shall provide the Union with an alphabetical listing of all bargaining unit employees, indicating unit, classification, address, phone number, and

Social Security number. Such list shall be provided electronically and sent to the Union Administration Office in Emerson, New Jersey. In addition, the Medical Center shall provide (2) seniority lists, one containing names and dates of hire in descending bargaining unit seniority order, and the other by unit or departmental seniority order and provide name and or address changes for those employees who have so notified Medical Center.

ARTICLE 4. UNION PRIVILEGES & UNION BUSINESS

4.1 Recognition of Local Union Representatives and Local Union Officers

From among the employees employed in the appropriate bargaining unit, the Union shall designate and the Medical Center shall recognize a local Union President and other officers who in conjunction with HPAE have full authority to bind and to discharge the Union duties as Collective Bargaining representative. The Medical Center shall not be required to recognize any employee as a department/unit Union representative unless the Union has informed the Medical Center in writing of the employee's name, department and scope of Union responsibilities, noting the designation of the local Union representative. It is understood that these local Union representatives shall be authorized to represent the Union regarding grievances arising from under the terms of this Agreement.

4.2 Pay for Union or Grievance Business

Grievances, and other ad hoc meetings with Medical Center Management mutually agreed to, shall be scheduled at a time convenient to all parties. The Union representative(s) and the employee(s) may designate PTO (accrued and unused) or unpaid leave time for purposes of compensation relative to the performance of Union business, on a straight time hourly wage rate basis.

The Union and employees shall perform such duties in a manner that does not disrupt or impede patient care (services) and will not conduct any Union meetings on Company property.

4.3 An HPAE Staff Representative shall have the right of reasonable access to enter the premises of the Cooper Health System for the purpose of investigating grievances and ascertaining compliance with this Agreement provided that such visit does not interrupt work or interfere with patient care and the HPAE Staff Representative has received prior permission on reasonable notice from the Vice President of Human Resources or her/his designee. Such permission shall not be unreasonably denied. An intentional failure to follow this procedure may result in future loss of access to the premises of the Cooper Health System.

Local HPAE Officers may contact bargaining unit employees on the premises of the Cooper Health System to discuss union business only during non-work hours, duty-free lunch

periods, before and after bargaining unit employees' hours of work or when the bargaining unit employee is not engaged in work duties of any nature, provided that such contact takes place in a location not accessible to patients or non-medical system employees and where no non bargaining unit employees are present at the time. The Local HPAE Officers shall not interrupt any employee's duties or assignments. The Medical Center will comply with the National Labor Relations Act.

4.4 The Medical Center shall assign to the Union a glass enclosed bulletin board with a lock, in each location specified below. These bulletin boards are for the purpose of posting official Union notice of upcoming meetings, Union elections, Union sponsored social events and other official union information. The Union agrees to use good taste and exhibit professionalism in the use of the bulletin boards and that no information posted shall be in any way defamatory of the Medical Center.

It is agreed that all bulletin boards will be decorated in the same fashion and color(s) as all other bulletin boards.

The Union bulletin boards shall measure and be located as follows:

- 1) Kelemen – (four (4) feet by (3) feet) exterior wall between restrooms on Second Floor Cafeteria hallway
- 2) Three Cooper Plaza – Main Lobby – two (2) feet by (3) feet
- 3) Voorhees Center
- 4) Cooper Digestive Health Institute in Mt. Laurel
- 5) Pavilion – (four (4) feet by (3) feet) across from the Business Center on the first floor
- 6) Dorrance - (two (2) feet by (3) feet) across from the Federal Credit Union on the second floor
- 7) Voorhees Pediatrics - 6400 Main Street, Voorhees (two (2) feet by (3) feet)

In addition, the Medical Center shall provide a locked mailbox on the second floor of the Kelemen building situated across from the bulletin board, a locked mailbox in the vicinity of the time clock at the Voorhees Center, at the Cooper Digestive Health Institute in Mt. Laurel and the Pavilion in a non public area.

4.5 The Medical Center will arrange a time during the new employee orientation program for a representative from the Union to address new employees regarding highlights of the Collective Bargaining Agreement. Such meetings will be non-adversarial in nature and will not exceed one (1) hour. Management representatives may be present during the presentation. The Union representatives making such presentations will do so on non-scheduled time and shall not be paid.

Management will notify the Union in advance of the Orientation noting when, where, and how many new Orientees will be present.

ARTICLE 5. EMPLOYEE STATUS

5.1 An employee shall be classified as (a) Regular Full Time Hourly, (b) Regular Part Time Hourly, (c) Regular Limited Time Hourly (d) a covered Pool Nurse or (e) Baylor Nurse.

5.2 Regular Full Time Definition

A regular full time employee is one who is employed to work at least thirty-six (36) hours per week or seventy-two (72) hours bi-weekly. Regular full time employees shall be eligible for full benefits as defined in this Agreement. Employees may, as needed by the Medical Center, be approved to change “employee status” designation to Pool Nurse provided the nurse (1) has completed one (1) year of employment (not including orientation) (2) is clinically competent to practice in more than one clinical area and (3) has a minimum of two years clinical experience. A minimum of one (1) year clinical experience is permitted when transferring to a Level II. Such requests for Pool Nurse status shall not be unreasonably denied. Nurses who have received a written warning or greater in the last 12 months may be denied Pool Status at the discretion of the Medical Center.

5.3 Regular Part Time Definition

A regular part time employee is one who is employed to work fewer than thirty-six (36) hours per week, but who works at least twenty (20) hours per week. Regular part time employees shall be eligible for pro-rated benefits as defined in the Agreement.

5.4 Regular Limited-Time Definition

A regular limited time hourly employee is one who is a non-Pool employee who is regularly employed to work fewer than twenty (20) hours per week but more than twenty-five (25) hours per month. Regular limited time employees shall be eligible for statutory benefits (ex. Pension, TSA) and shall be eligible to accrue PTO based on actual hours worked, but shall not be entitled to receive any other benefits listed in this Agreement.

Regular limited-time employees will work one (1) winter holiday and one (1) summer holiday. In addition, they will work two (2) weekend shifts in a six (6) week period or the equivalent.

Regular limited time employees are permitted two call outs in a floating twelve (12) month period.

5.5 Covered Pool Nurse Definition

A covered Pool Nurse is one who is an unscheduled per diem and who is engaged with no minimum guarantee of hours on an as needed and where needed basis by the Medical Center and

whose hours worked conform with eligibility requirements noted in the Recognition Article of the Agreement. Pool Nurses are non-benefit status employees. Pool nurses may participate in the Professional Ladder Program if they work 1000 hours in the previous calendar year.

Covered Pool Nurses shall accrue seniority on the same basis as other regular employees in the bargaining unit.

5.6 Baylor Nurse Definition

A Baylor Nurse is one who is division – based and works every weekend (defined as two (2) 12 hour shifts from 7pm Friday to 7am Monday) as determined by patient care and unit staffing needs.

ARTICLE 6. PROBATIONARY PERIOD

All newly hired employees shall serve a Probationary period for ninety (90) days excluding time lost for sickness and other leaves of absences. The Probationary period for newly hired Pool/Baylor Nurses shall be twenty-four (24) worked shifts or one hundred twenty days (120), whichever is later. Upon notice to the Union such Probationary period shall be extended for an additional thirty (30) days. During this Probationary period, employees shall be subject to demotion, discharge, suspension or other disciplinary action at the sole discretion of the Medical Center without recourse to the grievance and arbitration procedure.

ARTICLE 7. HOURS OF WORK AND STAFF SCHEDULES

7.1 For the purpose of determining application of an employee’s base compensation rate and employee status, the normal workday and normal workweek shall be four (4), six (6), eight (8), ten (10) and/or twelve (12) hour shifts in combination as a posted position as assigned to equate to a thirty-six (36) or forty (40) hour work week.

The workweek shall begin at 12:01 a.m. on Sunday and end at 12:00 midnight on Saturday.

7.2 Lunch and Break Periods

The Medical Center shall provide bargaining unit employees who work ten (10) and twelve (12) hours per shift with two (2) fifteen (15) minute paid break periods and one (1) thirty (30) minute unpaid lunch period. Employees who work eight (8) hours per shift shall be provided with one (1) fifteen (15) minute paid break and one (1) thirty (30) minute unpaid lunch period. Breaks may not be used to report late or leave the work shift earlier.

As determined by the Clinical Director or designee, subject to staffing and patient care requirements, the number of employees taking a break, lunch or extended lunch break at the same time shall be subject to patient care needs and staffing requirements.

7.3 Schedules

Schedules will be posted for required work shifts 20 days (Monday) before the start of the next four (4) week schedule. Such schedule shall be maintained until it is superseded by a new unit schedule. Posted schedules will not be changed without the mutual consent of the Registered Nurse and the Clinical Director.

The staff shall produce a completed mock-up-staffing schedule, (defined as the specifics of the unit's criteria). In the event that gaps remain in the schedule, management shall make the necessary adjustments to the schedule to insure the proper mix and distribution of staff. The Clinical Director will supervise the development of the mock-up schedule so that weekend, holiday and vacation schedules will be equitably distributed.

Scheduling Procedure

A. Regular time (base hours) will be given to Full-time, Part-time, Limited Part-time before UBP which shall be prior to schedule balancing.

1. Hospital Pool nurses shall submit their schedule requests for required shifts to the pool office by the "base hour request due" date 6 weeks prior to the first day of the next schedule. Requests must be in writing, with base days and additional time indicated, and the form shall be dated and timed at submission.
2. Any hospital pool nurse request submitted after 2 weeks prior to the first day of the next schedule will be maintained in the Staffing office.
3. After the first day of the final posted schedule for all staff, including hospital pool, additional time will be offered through the unit director or staffing office utilizing the submission information.
4. Unit-Based Pool, Weekend Unit-Based Pool, and Baylor Nurses will follow the unit scheduling process listed in B below.

B. Posting of Schedules and Sign up for PRE-schedule Additional Time and Over Time

1. The required shifts schedule will be posted 3 weeks prior to the first day of the next schedule or final posted schedule date. At this time, a preschedule additional time/OT list will be posted on each unit to fill existing holes on the unit schedule. A uniform preschedule form will be used.
2. Additional time (non-overtime) will be assigned to FT, PT and LPT based on bargaining unit seniority (on that unit first) on a rotating basis (for each schedule) by the unit director after other factors, such as skill mix, shift

duration, and unit needs are considered. Any remaining additional time will be offered to unit base pool then hospital pool by bargaining unit seniority on a rotating basis per schedule.

3. Preference to fill staffing needs will be given to employees who would not work overtime during the shift in question or would not put them into overtime later in the work week if the RN worked that shift, based on the employee's scheduled hours for the week. If all factors are equal including employee status, skill mix, shift duration, and unit needs, then bargaining unit seniority on a rotating basis will be used per schedule.
 - a. Overtime –Pre-Scheduled Overtime will be assigned based on bargaining unit seniority to FT, PT and LPT staff first (on that unit first) on a rotating basis (for each schedule) by the unit director after other factors, such as skill mix, shift duration, and unit needs are considered. Any remaining OT hours will be offered to unit base pool then hospital pool by seniority on a rotating basis per schedule. All overtime is subject to cancellation.
 - b. The final schedule with overtime listed but not guaranteed will be posted thirteen (13) days (Monday) prior to the start of the next schedule.

C. Remaining staffing Needs-POST Schedule Overtime

1. Submission of time after 2 weeks before the start of the schedule will be considered late. This late notation will be used for purposes of scheduling requirements. Refer to article 11.6 for low census/ overstaffing.
2. Staff may submit their availability to work post schedule overtime to their unit director. The staff availability will be maintained on a post schedule OT needs list.
 - a. Should post schedule overtime need to be assigned, it will be based on bargaining unit seniority. Any additional open shifts will be offered to UBP then hospital pool by bargaining unit seniority.
 - b. All overtime is subject to cancellation and not guaranteed.
 - c. No agency time will be scheduled until all available time, considering skill mix, shift duration, and unit needs have been accepted. EG--a maternity nurse is needed, a needs list has been posted without interest

on the unit and there aren't any available on the availability lists. In this case, an agency RN would be sought.

D. Miscellaneous

(1) Alterations of schedules due to patient mix and complements shall not constitute a replacement (i.e., an OR nurse is needed for a cardiac case, the nurse who is available with this competency will acquire the shift.).

(2) A staff member who cancels themselves two (2) or more times in a schedule (regardless of when cancellation occurs) will not be permitted to sign up for additional or overtime in the next schedule.

E. Issues raised for clarification that do not rise to the level of a grievance related to this Article will be referred to Labor Management or the Associate CNO/CNO for a collaborative discussion and mutual agreement.

F. Nurses returning from Medical or Family Leave of Absence will have their base hours placed in the current schedule. The hours will not be considered late in the scheduling process. The shifts will be placed on the schedule, within reason, where shifts are needed. Additional or overtime requests will be placed on the availability list.

G. Units that do procedures Monday-Friday will do their own follow up phone calls on weekends (Saturday and Sunday). Sign up for weekend call will be done: volunteers first followed by reversed order of bargaining unit seniority, including unit base pool.

7.4 Self-Scheduling

On units that currently utilize self-scheduling and on those units where at least 75% desire to self-schedule in a contract term, the following rules will apply:

- A. Data entry into Per Se' may be performed during limited work time periods at the authorization of a Clinical Director provided there will be no impediment to the provision of patient care.
- B. Overtime scheduling and changes that result in overtime will be assigned and approved only by the Clinical Director.
- C. Scheduling changes require the approval of the Clinical Nurse Director or their designee or Clinical Operations Director, however changes shall not be unreasonably denied provided they are submitted in writing (inclusive of email) and/or phone at least twenty-four (24) hours for weekdays and forty-eight (48) hours for weekend prior to the change date. This requirement may be waived in the event of unforeseen or emergency situations.

- D. If the mock-up schedule does not produce a proper staffing schedule with a balanced skill mix on any particular day, the Clinical Nurse Director retains the sole right to make adjustments to insure staffing coverage and such skill mix.
- E. If the Clinical Director does not receive a balanced schedule s/he may post each phase of the schedule up to one week (7 days) later than is specified in Article 7.3.
- F. The work areas may submit either a four (4) or six (6) week schedule understanding only four (4) weeks will be entered into per se.

7.5 Overtime

Overtime pay is defined as premium pay to non-exempt employees paid at the rate of one-and-a-half times (1 ½) an employee's regular base rate for all hours worked in excess of forty (40) hours per week, except that employees shall be paid their regular base straight time hourly rate for all approved incidental hours worked beyond their regular shift or thirty-six (36) worked hours.

Individuals scheduled to work a thirty-six (36) hour work week shall be paid overtime for approved hours worked in excess of thirty-six (36) hours per week providing the employee works a full four (4) hour block of hours (for example the employee must work a full forty (40) hours to be compensated at the premium rate of one-and-a-half times (1 ½) the base rate for the thirty seventh (37th) to the fortieth (40th) hour).

Voluntary overtime shall be distributed to employees desiring such shifts based on bargaining unit seniority provided that employees desiring such overtime work opportunities provide notice to the Clinical Manager that they have made themselves available. Each unit or department shall establish a mechanism, which enables employees to document their availability for overtime hours, and a schedule of when the time needs to be submitted.

In the event more than one nurse makes themselves available for the same day and time within the scheduling timeframe, the employee with the most bargaining unit seniority will be offered the available time. This process will continue on a rotating basis each schedule.

Employees will not be forced to work in excess of a predetermined and regularly scheduled daily work shift, not exceeding forty (40) hours per week, except in unforeseeable emergent circumstances. The employer will exhaust all reasonable efforts to avoid mandatory overtime, which will be used as a last resort. Reasonable efforts include contacting employees to volunteer, pool, then agency nurses.

The Medical Center will provide employees mandated for overtime with one (1) hour off to arrange for child or eldercare.

On-call will not be utilized as a substitute for mandatory overtime.

The parties agree in a state/federal/locally declared state of emergency, or a “catastrophic” event, substantially affecting or increasing the need for health care services or causes the facility to activate its emergency or disaster plan, the employer may mandate overtime, without exhausting reasonable efforts.

If an employee is required to work four (4) hours or more of such additional time and is scheduled to work the next calendar day, such employee may be afforded by the Medical Center the option, subject to patient care needs, to take the next day off with or without the use of their PTO time.

7.6 Weekend Rotation

The normal weekend work requirements for all full and part time employees is every third weekend or the equivalent (four (4) shifts per six (6) week period). A weekend, for purposes of defining a weekend off and/or a weekend worked as determined by the Clinical Director, is defined as two (2) days: Saturday and Sunday for day and evening staff, Friday and Saturday, or Saturday and Sunday for night staff.

As of June 1, 2014, all full-time, part-time, and limited part-time nurses with between twenty-five (25) and twenty-nine (29) years of service will work one weekend per month and those nurses with thirty (30) or greater years of service will not be required to work weekends.

Bargaining unit employees may volunteer to work more than every third weekend and shall be compensated at their regular straight time hourly base rate unless such time entitles the employee to overtime or any other existing incentive. In units where the normal weekend rotation is every third weekend, the employer may assign to such staff extra weekend time in order to meet unforeseen (for example, LOA’s, resignations) and immediate, urgent or emergent patient care needs, such to be done only after:

- 1) Volunteers shall be sought.
- 2) Pool staff.
- 3) For weekend requirements caused due to open budgeted deliberately unapproved vacant positions, the Medical Center shall seek agency staff, prior to rotating regular staff in reverse order of bargaining unit seniority.
- 4) In the event that required staffing levels cannot be accomplished using the above, the Medical Center shall assign regular employees on a rotating basis in reverse order of bargaining unit seniority to work such additional shifts required to meet the immediate, emergent or urgent patient care needs.

Employees who are scheduled to work a specific weekend and who are absent because of a call out are subject, based on staffing and patient care needs, to being required to make up the

missed weekend shift. Such make up shift, if required by staffing and patient care needs, shall be by mutual consent but if such consent is not obtained may be assigned by the Medical Center anytime during the next two schedules.

During the term of this Agreement, the Staffing Committee shall meet periodically to review and discuss the feasibility of the establishment of weekend alternative programs. The Medical Center retains sole ultimate discretion regarding the establishment, implementation and continuation of any weekend or extra time incentive program which it may choose to make available to employees.

7.7 Holiday Schedules/Pay

Recognizing that the Medical Center works every day of the year and that it is not possible for employees to be off on the same day, the Medical Center may assign and agrees to distribute holidays off on an equitable basis. Each unit or department shall be responsible for staffing their own unit(s) during holidays (meaning that employees on one unit may not be allowed to work less than the four (4) below holidays which would create deliberate gaps in their holiday schedule).

Employees, on an annual rotating basis, shall schedule holidays on a track basis. Employees shall be scheduled to work one eve holiday and one holiday in:

PREMIUM HOLIDAY SCHEDULE/PAY

<u>Track A</u>	and	<u>Track B</u>
<u>Paid at Base Rate</u>		<u>Paid at time and a half</u>
Christmas Eve Day		Christmas Day 12/25 (12:00 am – 11:59 pm)
Christmas Eve Night		
New Year's Eve Day		New Year's Day 1/1 (12:00 am – 11:59 pm)
New Year's Eve Night		

and

Shall also be scheduled to work:

<u>Track C</u>	or	<u>Track D</u>
<u>Paid at time and a half</u>		<u>Paid at time and a half</u>
Independence Day *		Memorial Day *
Thanksgiving Day		Labor Day *
* Summer Holidays		

A holiday call list, for those units that take holiday call, will be published simultaneous to the mock scheduling.

All bargaining unit employees with twenty (20) to twenty-nine (29) years of service will work one (1) summer and two (2) winter holidays. All employees with thirty (30) years of service and greater will work no holidays. If greater than 50% of the employees on a specific unit or department have thirty (30) or more years of service, the thirty (30) year employee will, in reverse

order of seniority, be required to work one (1) summer or one (1) winter holiday based on the staffing needs of the unit.

Summer Holidays: Memorial Day, Independence Day, and Labor Day

Winter Holidays: Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day

All part-time bargaining unit nurses' holidays will be pro-rated and rotated (i.e. rotate Memorial Day, July 4th, Labor Day and Thanksgiving and work every other Christmas Day or New Year's Day and every other Christmas Eve or New Year's Eve). In the event that a particular unit is not adequately staffed for a particular holiday prior to the schedule being posted, part-time bargaining unit employees may be required to do one additional holiday per year within the four rotating holidays (i.e. Memorial Day, July 4th, Labor day and Thanksgiving) using the following: pool nurses will be sought, part-time bargaining unit RN volunteers will be sought, then the least senior part-time bargaining unit RN will work one additional holiday per year on a rotating seniority basis. Employees will be scheduled to work from Track A (only one eve) and Track B (only one day) and shall work one (1) day from Track C or D.

The current practice with respect to holiday call scheduling shall continue for the duration of this Agreement barring unforeseen or emergent patient care needs.

If an employee is absent the scheduled work day before and/or the scheduled workday after a paid holiday, the employee will receive regular pay for that holiday and is not entitled to holiday pay. However the employee will receive PTU pay for the callout/absence. With the mutual consent of the Clinical Director, employees may alter their holiday schedule by mutually agreeable switches with other bargaining unit employees, providing that the unit's skill mix is maintained, the scheduled number of Registered Nurses remains the same and patient care needs are met. The holiday requirement of the employee requesting the switch will be fulfilled. Nurses who have agreed to switch forego being granted low census PTO or any other opportunity to be moved off the holiday unless no other employees in the clinical unit desires PTO that holiday shift.

When additional time off on a holiday may be granted to a scheduled Bargaining Unit employee, the time off will be given based on unit seniority on a rotating basis. For those areas/departments who utilize a holiday rotation list showing who should be granted off, the list will clear every January 2. The employee will be notified of this option in accordance with the Holiday Request Form. The holiday requirement of the employee granted the additional time off will be fulfilled.

The “Track” scheduling set forth in this Article shall take precedence over all scheduling, including weekends, vacations, etc. For example, 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. Part Time employees shall also be subject to the above holiday scheduling.

If an employee does not work when assigned pursuant to this Article, due to call out, the employee may be scheduled to replace the absented holiday. Such scheduling will be subject to the patient care needs.

Full-time bargaining unit RNs who work at facilities and/or in units/departments that are closed on a holiday shall have the option to take the holiday with no pay or with PTO.

ARTICLE 8. WORK PREFERENCE

Work Preference for available bargaining unit work shall be given to bargaining unit nurses over agency and traveler nurses. Regular Full-Time, Part-Time, or Limited Time Nurses must provide at least twelve (12) hours notice to the Clinical Director to volunteer for additional work time that has been scheduled to worked by agency nurses.

Staff working overtime or additional time will be permitted to cancel themselves at least twenty-four (24) hours in advance Monday 7a – Friday 7a, and forty-eight (48) hours Friday 7p – Sunday 7p without being charged a PTU day for the purpose of discipline. A late cancellation will result in an unpaid PTU for purposes of discipline.

Staff exercising the option to work additional time or overtime within the same work week may have base hours canceled only if the base hours will be paid as overtime.

ARTICLE 9. POOL NURSES

9.1 Level One Pool Work Requirements: Nurses shall work at least three (3) weekend shifts per quarter (three (3) four (4) week schedules), two (2) holiday shifts per year (one winter and one summer) and a minimum of six (6) shifts per quarter (three (3) four week schedules) inclusive of the weekend/holiday requirements. Nurses must schedule themselves for the full shift, as assigned, in order to meet these work requirements.

9.2 Level Two Pool Work Requirements: Nurses shall work at least three (3) weekend shifts per four (4) week schedule, four (4) holiday shifts per year (two (2) winter and two (2) summer), and six (6) shifts per four (4) week schedule inclusive of weekend/holiday requirements. Nurses must schedule themselves for the full shift, as assigned, in order to meet these work requirements.

9.3 Level One and Two Pool Work Schedules: Refer to Article 7.3.

9.4 Pool Holiday Schedules: Pool nurses, including UBP, shall submit their work preference for each holiday listed in each Track upon hire/transfer and annually by January 15th thereafter. Based upon the nurse’s preference and staffing needs, the Manager shall assign a holiday. Pool, including UBP, Nurses who are absent for their assigned track shall be scheduled for the next holiday or Hallmark Day as needed by the Medical Center. If a Pool employee, including UBP, is cancelled on a holiday then their holiday requirement shall be considered fulfilled.

Winter Christmas Day (12/25) New Year’s Day (1/1) Thanksgiving Day Day After Thanksgiving * “Hallmark Days” Super bowl Sunday * Valentines Day * Halloween * * not premium pay	Summer Memorial Day Independence Day Labor Day “Hallmark Days” Easter Sunday * Mother’s Day * Father’s Day *
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9.5 Cancellations: Pool Nurses are not guaranteed hours and may have their shift(s) cancelled one and a half (1-1/2) hours prior to the start of the shift. If less than one and a half (1-1/2) hours for day shift, one and a half (1-1/2) hours for evening and night shift of notice is given, the Pool employee will receive two (2) hours of pay. This does not apply when two (2) attempts to reach the Pool Nurse have been made. Pool employees who absent themselves must notify the Staffing Office at least three (3) hours prior to their scheduled shift (day) and three (3) for the evening and night shifts(s).

9.6 Meeting Work Requirements: Pool Nurses are expected to fulfill their work requirements, as noted in this Article. The progressive discipline policy may be followed when the Pool requirements are not met.

9.7 Black out Period: There shall be no transfers into the Pool from November 15th to January 2nd each year of this agreement.

9.8 Retiree Pool Employees who are at least 60 years of age and have fifteen (15) years of service as a registered nurse will be eligible to participate in a retiree pool as a bargaining unit employee. The pool will be permitted to work in one specified area. The retiree pool member and Clinical Director will determine the area based on clinical competencies. There will be no weekend or holiday requirement. The hours requested will be at the discretion of the employee and may be in increments of four (4), six (6), eight (8), ten (10), or twelve (12) hours. Hours actually worked will be dependent upon patient care and unit staffing needs. There will be no floating requirement. The Level One (1) pool rate will apply.

9.9 Unit-Based Pool

Unit-based Pool are unit-based positions and shall follow the time, weekend, and holiday pool process per Articles 9.1, 9.2, and other applicable sections to be reconciled.

Unit-based Pool nurses will be paid either Level 1 or Level 2 pool rates depending on their commitment, plus shift differential.

Unit-based Pool nurses will be expected to acquire and maintain the certifications and competencies of their assigned areas.

Unit-based pool nurses will follow the float language outlined in Article 11 which includes Article 11.5 but will not be eligible for float pay.

On a volunteer basis a unit based pool nurse may add a unit to their float district as long as they have competence in that area.

9.10 Weekend Unit-Based Pool – Level III

Weekend unit-based pool nurses will work three (3) out of four (4) weekends (defined as two (2) 12 hour shifts from 7pm Friday to 7am Monday) as determined by patient care and unit staffing needs. The routine process for requesting time off applies. The weekend unit-based pool nurse will work the holiday that falls on his/her weekend to work. Weekend unit-based pool nurses will be subject to floating as per Article 11, which includes Article 11.5 but will not be eligible for float pay.

Weekend unit-based pool nurses are permitted two (2) call outs within a twelve (12) month floating period. The third (3rd) call out will result in suspension (2 days) (one call out occurrence equals 1 or 2 shifts in one weekend). The fourth (4) call out will result in termination of employment.

Earned ESL will remain in the bank of regular full and part-time employees transferring into a unit -based weekend pool position.

Weekend unit-based pool nurses will be paid the Level One (1) pool rate plus shift differential for extra shifts worked.

9.11 Weekend Division Based Baylor

Baylor nurses must be competent to float in at least three (3) units of the division. Division-based Baylor must work every weekend (defined as two (2) 12 hour shifts from 7pm Friday to 7am Monday) as determined by patient care and unit staffing needs. Baylor nurses will work either Saturday/Sunday days, Friday/Saturday nights or Saturday/Sunday nights. Baylor nurses work twenty-four (24) hours every weekend and are paid for thirty six hours (24/36). When a Baylor nurse is cancelled one shift on the weekend for low census they will be paid twenty-four

(24) hours for twelve (12) hours worked for the second shift of that weekend. The weekend division-based Baylor nurse will work the premium holiday if it falls on his/her weekend to work.

Baylor nurses may take two (2) weekends or four (4) twelve (12) hour shifts off every six (6) months. The process for requesting time off will be to submit either a vacation request as indicated in Article 19, Vacation Scheduling, or the Per Se One Staff Time Line to their Sheppard manager.

Federal and State law will guide FMLA, workers compensation and pension issues. Earned ESL will remain in the bank of regular full and part-time employees transferring into a Baylor position.

Baylor nurses are permitted two (2) call outs within a twelve (12) month floating period. The third (3rd) call out may result in suspension (2 days) (one call out occurrence equals 1 or 2 shifts in one weekend). The fourth (4) call out may result in termination of employment. This applies only when Baylor nurses are working the required weekend shifts. When Baylor nurses work over and above their regular required weekend shifts, any callouts will be subject to the call out/absenteeism process outlined in Article 13.

Baylor nurses will be paid the Level One (1) pool rate plus shift differential for extra shifts worked.

The Baylor Program will be funded for the duration of this contract.

Baylor Nurses are eligible for the Cooper Medical Plan only as full time employees. There will be no additional payment if medical coverage is waived.

Baylor nurses are eligible to participate in the Dental Plans as part-time employees.

Baylor nurses are eligible to participate in the Professional Ladder program.

Baylor nurses are eligible to participate in the flexible spending accounts.

Baylor Nurses are not eligible for holiday pay when the holiday falls on their required weekend to work.

There is no PTO accrual or use. Any PTO balance will be paid out in the case of a transfer. Shifts are twelve (12) hours in length, not including a thirty (30) minute unpaid meal period.

Nurses applying for a Baylor position must have at least two (2) years registered nurse experience.

A one (1) year commitment to Cooper is required.

Baylor Nurses must give four (4) weeks notice prior to transfer or resignation.

Baylor nurses are eligible for ETI/WTI after the fortieth (40th) hour worked as long as the extra incentive programs are in effect.

ARTICLE 10. SHIFT DIFFERENTIAL AND CHARGE

10.1 Employees shall be paid the following shift differential:

- a) A 10% shift differential added to the base rate for all hours worked between 3 p.m. and 11:30 p.m. provided the employee works at least four (4) hours during that period or if nurse is sent home per Article 11.6.
- b) A 15% shift differential added to the base rate for all hours worked between 11 p.m. and 7:30 a.m. provided the employee works at least four (4) hours during that period or if nurse is sent home per Article 11.6.

Employees, based on staffing requirements and patient care needs may, as appropriate, be temporarily scheduled to rotate to an off-shift and be compensated as noted above. Prior to invoking such rotation, volunteers shall be sought first, Pool employees must then be requested to work, then staff shall be rotated by reverse bargaining unit seniority.

- (c) Shift differential shall continue to be paid when employees work overtime and on holidays.

10.2 Employees will not be asked to take charge when they are precepting.

10.3 Minimum preparation guidelines for the Unit Charge Nurse:

All new graduate RNs shall have at least six (6) months experience working as a registered nurse at Cooper on their unit following orientation before being in charge.

Experienced nurses shall have at least three (3) months experience working on a specific unit following orientation. If an experienced nurse must take charge prior to three (3) months experience on a given unit, they will be educated on how to get in touch with hospital/unit resources if questions or concerns arise (i.e. Clinical Operations Director/number, unit leadership phone number, etc.).

By unit, management along with the nurses will discuss and develop their unit specific charge nurse responsibilities. Each unit shall have this completed by January 2, 2015.

Following unit orientation, each nurse should be offered at least one orientation shift to shadow the charge nurse and/or Associate Clinical Director in the charge role. This charge nurse role model should be extremely seasoned, confident, and open to sharing his/her thoughts and processes. This experience can be enhanced when a Clinical Director, Associate Clinical Director, or educator is on duty and readily available.

Nurses should be offered the opportunity to take charge nurse class offered by the nursing education department. This class is not required prior to assuming the charge nurse role.

Each unit has specific requirements for the charge nurse role: reference sheets, tasks, etc. When a unit policy exists, its details may supersede or enhance these guidelines.

10.4 When nurses are placed in charge, they will carry the lightest assignment on the floor (number/acuity).

ARTICLE 11. FLOATING

11.1 Although the Medical Center will make its best effort to minimize floating during the term of this contract, employees on a rotating basis in reverse order of bargaining unit seniority as determined by patient care needs may be (re) assigned during their shift(s) to other patient care unit(s) that are within the same clinical grouping(s), provided that the float nurse is qualified as determined by the Medical Center. If an employee is qualified, in a bona fide emergency situation, as determined by the Medical Center, the employee may be floated outside the clinical grouping, but may not be given an independent patient assignment. In the event this occurs, this shall not be considered an orientation to the unit.

The following is to be considered representative and not conclusive of the criteria utilized by the Medical Center to assess qualification(s):

- License;
- Recent (three (3) yrs. or less) prior experience in the unit(s);
- Recent (three (3) yrs. or less) prior comparable experience from another institution;
- Completed check list and geographic orientation;
- Appropriate certifications (ACLS, NRP, PALS, etc.)

At the medical center's discretion, they can accept or seek volunteers willing to cross-train to other units within or outside of the RN's float district. Volunteers (FT, PT, and LPT) must have at least one year assigned in their current unit. If more than one volunteer is interested, bargaining unit seniority will prevail. Cross-training assumes that it will take time for the RN to acquire competencies to work in the area. Cross-training by definition is more than orienting to an "area". Cross-training shifts will be done on base hour shifts and accomplished when their home unit needs permit. Once cross-training is complete, the RN agrees to work at least a minimum of 4 shifts per year in the area trained to maintain their acquired competency. By agreeing to be cross-trained, the RN is floatable to that area when needs exist and after Article 11.3 (1) reassignment guidelines are followed.

11.2 The Clinical Groupings should be as follows (locations are provided for convenience but may change based on unit moves):

<u>Unit</u>	<u>Floats to:</u>
<u>Med/Surg defined as K10 (N/S), K9 (N/S), K8 (S), K7 (N), P6, P7, P8, P9¹</u> <u>¹P9 – LVAD assignment as per RN competency on P9</u>	<u>Med/Surg defined as K10 (N/S), K9 (N/S), K8 (S), K7 (N), K5 (Psych)**</u> , P6, P7, P8, P9 ¹ <u>¹P9– LVAD assignment as per RN competency on P9</u>
<u>TSDU</u>	<u>Med/Surg: INCU, K10 (N/S), K9 (N/S), K7 (N), P6, CDU</u>
<u>INCU</u>	<u>TSDU, K10 (N/S), CDU</u>
<u>CDU</u>	<u>Med/Surg K10 (N/S), K9 (N/S), K7 (N), P6, K8 (S)</u>
<u>ICU</u>	<u>ED, PACU, CCU, TICU, TSDU, INCU</u>
<u>K8 (S)</u>	<u>K10 (S) TELE, P6, CDU, S4</u>
<u>CCU</u>	<u>ICU, INCU, ED</u>
<u>CCL</u>	<u>CCU, Radiology, IR, CDU</u>
<u>TICU*</u>	<u>TSDU, INCU, ICU, CCU</u>
<u>OR</u>	<u>Surgery Center</u>
<u>Surgery Center</u>	<u>Radiology, SCU/SPU/PAT, Special Tests, Mt Laurel</u>
<u>MFCU (MICU)</u>	<u>LD, MIU</u>
<u>MIU***</u>	<u>MFCU</u>
<u>PICU*</u>	<u>PEDS/PIMU & NICU, MIU (see Article 11.1)</u>
<u>L&D***</u>	<u>MFCU***, MIU</u>
<u>PEDS/PIMU</u>	<u>PICU (see Article 11.1) NICU, MIU (see Article 11.1)</u>
<u>NICU</u>	<u>PEDS/PIMU, PICU less than 1 year of age - (see Article 11.1 for greater than 1 year of age), MIU (see Article 11.1)</u>
<u>PACU</u>	<u>OR Holding & Surgery Center, ICU, CCU</u>
<u>Radiology</u>	<u>Special Tests, CCL, & Surgery Center, SCU/SPU/PAT</u>
<u>IR</u>	<u>Special Tests, CCL, & Surgery Center, SCU/SPU/PAT</u>
<u>SCU, SPU, PAT</u>	<u>Radiology, Special Tests & Surgery Center</u>
<u>Special Tests</u>	<u>SCU, SPU, PAT, Radiology, Surgery Center, Mt. Laurel, Willingboro</u>
<u>ED*</u>	<u>CDU</u>
<u>Mt. Laurel</u>	<u>Special Tests, SCU, SPU, PAT, SPU, Surgery Center, Radiology, Willingboro</u>
<u>Willingboro</u>	<u>Mt. Laurel, Surgery Center, SCU, Special Tests, SPU, PAT, Radiology</u>
<u>Outpatient Infusion – Camden/CCI, Voorhees</u>	<u>Camden, CCI, Voorhees (Hem/Onc & Gyn Onc)</u>

- Only bargaining unit nurses with Telemetry education will be assigned to patients on Telemetry.
- Only RNs with appropriate competency will be assigned to patients in intermediate care areas within Medical/Surgical or Telemetry Units (i.e. ISCU, CICU)
- Med/Surg includes all units listed in definition
- *ED, TICU, and PICU pull back in emergent situations
- ** As per Articles 11.6 and 11.3, Psychiatric nurses may be reassigned to another area to serve as a helper.
- ***RNs who were bargaining unit members and notified their nurse manager by April 10, 2004 may choose not to accept an assignment that includes GYN patients. Nurses who have done so will be subject to the low census PTO process when there is a need for a nurse to care for GYN patients.
- If any area opens during this contract, bargaining will occur to place the area in the appropriate float district(s).
- Appropriate competencies needed for assignments are determined by the medical center in all cases above.

11.3 (Re) Assignment Guidelines

- 1) When two or more nurses are determined by the Medical Center to be equally qualified utilizing the criteria in 11.1, the following guidelines will be utilized to float or (re) assign:
 - Agency nurses
 - Volunteers
 - Pool
 - Baylor
 - Staff working outside of their unit
 - Unit-based pool
 - Staff working overtime
 - Staff working additional time
 - Regular staff by reversed order of bargaining unit seniority on a rotating basis

*Note: Except for Agency nurses (re) Assignment will be done by reverse order of bargaining unit seniority.

**Note: On a volunteer basis a Unit-Based pool nurse may add a unit to their float district as long as they have competence in that area.

- 2) Orientees shall not be subject to floating.
- 3) Nurses who are required to float may be required to be oriented to determine qualifications
- 4) Employees who float shall not be involuntarily assigned Charge Nurse duties, absent an emergency situation.

- 5) Employees may sign-up to work extra shifts in a Clinical Grouping other than their own if qualified in the second Clinical Grouping and when they do so, they shall be subject to float to such units as needed by the Medical Center.
- 6) Excluding Pool Nurses, an employee who is assigned to a float unit should not be involuntarily floated again within the shift, absent an emergency.
- 7) Upon being reassigned, employees must report to the assigned unit within ten (10) minutes of notification.

11.4 Individuals who are floated, either voluntarily or by assigned rotation, shall receive \$2.00 per hour float differential.

11.5 A nurse who has fifteen years or greater seniority at the Medical Center as an RN shall not float unless all nurses on a particular unit on a particular shift would not be required to float, in which case the least senior nurses(s) shall float on a rotating basis in reverse order of seniority. When an RN with Fifteen (15) years or greater seniority works overtime or additional time outside of their unit the no float language is not applicable.

11.6 Low Census/Over Staffing

In the event that, after all options for reassignment have been exhausted as per article 11.2, available staff exceeds patient care needs, staff will be canceled and/or redistributed as follows:

1. Agency
2. Traveler
3. Pool OT by reverse order of bargaining unit seniority.
4. UBP OT by reverse order of bargaining unit seniority.
5. Baylor OT by reverse order of bargaining unit seniority.
6. Staff OT by reverse order of bargaining unit seniority, on that unit first.
7. Pool, UBP, and Baylor base hours which put them into overtime earlier in the week by reverse order of bargaining unit seniority
8. Full-time, part-time or limited part-time base hours which put them into overtime earlier in the week by reverse order of bargaining unit experience, on that unit first.
9. Volunteer PTO who has made their wish known by bargaining unit seniority.
10. Additional time (pool, UBP then Baylor) by reverse order of bargaining unit seniority.
11. Weekends:
 - Level 1 Pool by reverse order of bargaining unit seniority
 - Level 2 Pool by reverse order of bargaining unit seniority
 - Unit Base Pool by reverse order of bargaining unit seniority
 - Weekend – Unit-Based Pool-Level III by reverse order of bargaining unit seniority

12. Weekdays:

- Level 1 Pool by reverse order of bargaining unit seniority
- Level 2 Pool by reverse order of bargaining unit seniority
- Unit-Based Pool by reverse order of bargaining unit seniority

13. Staff additional time by reverse order of bargaining unit seniority, on that unit first.

14. Volunteers without PTO by bargaining unit seniority.

15. Mandate

For mandating of time off the Baylor's bargaining unit seniority will be used to reflect their seniority within the Sheppard unit. This seniority will also be used if working outside the Sheppard unit.

(When 2 or more RNs have the same bargaining unit seniority in a listed category, then hospital seniority will be assessed and cancelled in reverse order of seniority. If seniority remains identical, then the RN who has the highest employee number will be cancelled first.)

i.e.: Bargaining unit seniority 6/15/15

Hospital seniority 6/15/15

Employee ID number 121212 vs. 121213 (cancelled)

- Note: When low census/over staffing occurs during the shift, PTO or time off without pay (per individual request) will be offered by bargaining unit seniority. Mandating PTO or time off without pay (per individual request) for low census/overstaffing during the shift will be determined by reverse order of bargaining unit seniority.

11.7 Mandation Guidelines

When mandation must occur per article 11.6 #15 the following guidelines will be followed:

A list will be maintained based on unit seniority on a rotating basis. This list will capture the date and number of hours mandated, and will clear every January 2.

- (1) Article 11.6 #15 will not be used on Summer or Winter Holidays until all nurses in order of bargaining unit seniority are offered the shift off with or without PTO. Mandated holiday shifts (Article 11.6 #15) will not count as a holiday shift off.
- (2) Nurses that have greater than 30 hours mandated in a calendar year, shall be permitted to take preapproved vacation time even if they do not have enough PTO time (can be unpaid) equal to the amount of hours that were mandated off per calendar year.
- (3) Nurses that have greater than 30 hours mandated in a calendar year, may elect not to take previously scheduled vacation time. Their base hour shifts will be placed back on the schedule, within reason, where shifts are needed. If overstaffing results, refer to

Articles 11.3 or 11.6 as necessary. Additional or overtime requests will be placed on the post schedule availability list.

- (4) Mandatory cancelled hours will not count against the full time, part time, limited part time, or Baylor nurse acquiring 1,000 worked hours for the purpose of the professional ladder or tuition reimbursement and eligibility for FMLA.
- (5) Nurses who are out on FMLA or are in the orientation process will be given credit for the number of shifts that have been mandated off equal to the nurse with the closest seniority in their unit.
- (6) Additional, overtime and pool hours that are available: When a nurse has been mandated off for an entire shift, they may make themselves available to pick up an additional, overtime and pool shift on their unit. Management will facilitate and coordinate this time to ensure that the unit remains covered. Keeping the unit covered is the priority while trying to accommodate the make up of the mandated shift off. Seniority will prevail if more than one person wants to make up the shift.

ARTICLE 12. LEAVES OF ABSENCE

12.1 For the duration of this Agreement, bargaining unit employees shall be eligible for Leaves of Absence consistent with the Medical Center's Leave of Absence policies in effect as of the effective date of this Agreement, and applicable law, including but not limited to 8.401 Family Medical Leave, 8.402 Jury Duty, 8.403 Military Leave, and 8.404 Personal Leave.

12.2 Union Leave

Upon request, one employee who has at least one (1) year of bargaining unit seniority shall be granted an unpaid leave of absence of up to one (1) year if she/he is elected to a full-time position with the Union. If the employee elects to return to work at the Medical Center following such leave, the employee's former position shall be guaranteed if such employee returns from leave within three (3) months. If the employee returns from an approved leave more than three (3) months but less than four (4) months, he/she shall return to their former position, if available, or to a comparable position. Comparable means the same shift, number of hours and clinical specialty.

If the employee returns from a leave of more than four (4) months, they shall return to their former position, if available, a comparable position or to a vacant, approved to fill, position for which they are qualified. In a greater than four (4) month leave, if there are no comparable positions available, the employee shall also have the right to convert to Pool status and retain the right of first refusal to the next available comparable position.

12.3 Increases in pay will become effective upon the employee's return from leave.

12.4 Employees who fail to return to work from a leave of absence within seven (7) calendar days are subject to termination.

An employee who, while on leave (other than military) that accepts new or other employment without the consent of the employer shall be subject to termination.

ARTICLE 13. CALL-OUT

13.1 Sometimes it is necessary to counsel/remind employees of their attendance responsibilities. Employees working less than 40 hours will have a prorated occurrence of absence within any floating twelve (12) month period. Department Heads are responsible for monitoring absenteeism in a timely manner. Guidelines should be applied within the pay period they occur.

Notification by the Employee to the Medical Center with respect to the use of PTU for a call-out shall be as follows:

- Day Shift - 3 Hours
- Evening Shift - 3 Hours
- Night Shift - 3 Hours

Below is the guideline for the kind of absence pattern which will lead to management counseling. However, management should counsel when a trend is noted, regardless of the number of absences. Example: every Friday or the shift before or after a Premium Pay Day.

Percentage of time worked	Number of absences within floating 12 month period before management action	Actions
100 (40/40)	5	Counseling
.90	5	Counseling
.80	4	Counseling
.70	3	Counseling
.60	3	Counseling
.50	2	Counseling
.40	1	Counseling

All management action thereafter will follow the established progression.

13.2 Excessive call-outs shall be disciplined as follows:

Next Occurrence - Written Warning

Next Occurrence	-	Written Warning
Next Occurrence	-	Suspension of one normal workday as defined in Article 7.1 (8,10 or 12 hrs.)
Next Occurrence		Suspension of one normal workweek as defined in Article 7.1 (36 or 40 hrs.)
Next Occurrence	-	Termination

13.3 Sick leaves or call-outs may not be used to extend or replace vacation days or holidays, or to extend weekends off.

13.4 Progressive management action can also be applied in accordance with Human Resource Policies including 8.701 Disciplinary Action, 8.702 Health System Rules and 8.618 Unauthorized Late Arrivals and Early Departures for action including:

- a. Failure to call-in, regardless of the reason;
- b. Absence exceeding time requested or approved;
- c. Excessive amounts of lateness;
- d. Evidence of patterned absences for disciplinary purposes and the threshold of discipline will be determined by the Medical Center;
- e. Progressive discipline will be applied to a pattern that includes:

Employees that take PTU to the maximum number of occurrences of four (4) or more times within a floating twelve (12) month period starting with the first occurrence.

ARTICLE 14. JURY DUTY

The Medical Center agrees to compensate employees required to serve as jurors (petit or grand). Employees shall be paid the difference between what the Court pays and the employee's regular base pay. Employees are required to give their Clinical Director advance notice (defined as two (2) days from date of summons or the court's registered mail, whichever is the latter) of the summons for Jury Duty and shall be paid for actual jury service (if proper notice is given) on regularly scheduled workdays only.

ARTICLE 15. SENIORITY, LAYOFF, RECALL & JOB POSTING

15.1 Definition

1) Bargaining unit seniority shall be defined as the length of an employee's continuous service and shall cover all paid and unpaid leaves of absence less than one year within the bargaining unit, computed from the Registered Nurse's last date of hire or eligibility within the bargaining unit as a whole for all employees hired on or after June 1, 2000. All employees employed prior to June 1, 2000 shall compute their seniority based upon their date of hire within the Medical Center.

2) Unit, department, site or office seniority is the length of continuous service as a Registered Nurse determined by the last date of assignment within that unit, department, site or office. Continuous service shall cover all paid and unpaid leaves of less than one (1) year and shall be computed based upon the Registered Nurse's bargaining unit seniority.

3) An employee who, after transfer or promotion out of the bargaining unit, remains in the continuous employ of the Medical Center may be returned to the bargaining unit with no loss of bargaining unit seniority. The employee's former bargaining unit position shall be guaranteed if such employee returns to the unit within 90 days. The employee's unit and bargaining unit seniority will be guaranteed if such employee returns to the unit within ninety (90) days.

If the employee returns to the bargaining unit more than three (3) months but less than four (4) months after transfer or promotion, he/she shall return to their former position, if available, or to a comparable position. Comparable means the same shift, number of hours and clinical specialty.

If the employee returns to the bargaining unit more than four (4) months after transfer or promotion, they shall return to their former position, if available, a comparable position or to a vacant, approved to fill, position for which they are qualified. In the event the absence from the bargaining unit is greater than four months, if there are no comparable positions available, the employee shall have the right to convert to Pool status and retain the right of first refusal to the next available comparable position.

15.2 Application of Seniority

Seniority shall apply in the event of a layoff and recall. Seniority shall also apply in the computation and determination of eligibility for all benefits stated in this Agreement and where length of service for Registered Nurses is a factor.

Bargaining unit seniority shall apply to: 1) bumping, 2) layoff/reduced hours, 3) recall, 4) transfers, 5) promotions, 6) benefits (as applicable), 7) job posting, 8) vacation scheduling. Unit, department, site or office seniority shall apply to: 1) holiday scheduling, 2) personal PTO time, 3) authorized leaves.

Layoffs and reduced hours shall be implemented using the principle of reverse seniority (last hired, first laid off or bumped).

15.3 Termination of Seniority

An employee's seniority shall terminate in the event an employee:

- 1) Is Laid-off for longer than twelve (12) months.
- 2) Voluntarily ceases employment or is discharged for just cause.
- 3) Refuses recall.
- 4) Fails to report to work within seven (7) calendar days of a recall.

5) Exceeds an official leave of absence by seven (7) calendar days.

15.4 Decision to Effect – Layoff or Reduced Hours

The Medical Center recognizes that layoffs or reduction in hours have a significant impact on employees. Accordingly, the Medical Center will exercise its right to layoff or reduce employee hours only when such layoff or reduced hours are driven by financial (examples, declining revenues, grant cancellations, erosion of market share, etc.) and/or business considerations (examples, census declines, unit consolidations, unit closings, and expansions, etc.) and where the Medical Center determines there are no other reasonable alternatives.

In cases where circumstances necessitate a layoff of employees or a reduction of hours, the Medical Center shall, except in unforeseen emergency or disaster circumstances, notify the Union in writing a minimum of ten (10) calendar days in advance and specifying the positions so affected.

At the request of the Union, the Medical Center shall meet to discuss the layoff and/or the reduction, and explore alternatives prior to implementation, provided this meeting is held before the layoff/reduction implementation date.

15.5 Layoffs

The Medical Center shall determine the units and/or the departments and shifts where layoffs or reduced hours are required, including the number of employees (as well as FTE's) that are required for layoff or reduction. In such units or departments, sites or offices any layoff or reduction in hours shall be done in reverse order of bargaining unit seniority. In cases where two (2) or more individuals who are affected by a layoff in a particular unit or department, site or office, have the identical bargaining unit seniority dates the determination of whom to lay off shall be made by the Medical Center utilizing the following criteria:

1. License(s)
2. Experience in the new unit or department.
3. Completed orientation in the new unit or department due to having previously worked in the new department.
4. Attendance and tardiness record.
5. Disciplinary record.
6. An employee shall be deemed qualified if they would also be able to perform independently in the position within ninety (90) days.

However, before laying-off or reducing hours of such employees, the following procedure shall apply:

- 1) The Medical Center shall first seek volunteers for layoff or reduction within the affected area. If there are not enough volunteers then,
- 2) All Probationary employees within the affected unit or department, site or office in the affected job titles shall then be laid-off first, then,
- 3) In the event further layoffs or reduction of hours are necessary, the Medical Center shall determine the number, status, and shift of employees in each unit, department, site or office affected by the layoff or reduction of hours, then,
- 4) The most senior employee of those who are laid off or reduced in hours shall be first offered all available “approved-for-recruitment” vacant positions on all shifts for which the employee is qualified. If the employee is offered a position on the same shift and the employee refuses the offer, the employee shall be deemed to have resigned from employment. If the employee in question has more than ten (10) years of bargaining unit seniority they may accept the layoff and be placed in recall status.
- 5) If no such comparable position (status and shift) exists, then the employee may bump the least senior employee in his/her clinical division and shift, provided it is in a different unit, department, site or office and that the employee is qualified for the position. If there is no such least senior employee (for example, the employee targeted for layoff is the least senior in their division and shift) the employee may bump the least senior employee on any shift in their division. If no such position exists they may bump the least senior employee outside of their division on their shift if they are qualified to perform in the position.

For the purpose of this section Nursing Divisions shall be:

- a) Critical Care: Cardiac Cath Lab, TICU, Adult Critical Care & Emergency
 - b) Medical-Surgical: Psychiatry, PCU & CDU, N/S10, N/S 9, K8S, N7, P6, P7, P8, P9
 - c) Maternal Child Health: PICU, PEDS, Mother & Infant, MICU, NICU, L&D, PIMU Corresponding Outpatient Clinics, and Voorhees Pediatrics Center, WCC
 - d) Perioperative: OR, OR Holding, PACU, SCU, Radiology, and Voorhees Surgi-Center
 - e) Outpatient/Procedural: ST, IR, Radiology, SPU, DHI, Chemo Infusion Centers, Rad Onc, PAT, PICC Team, Willingboro
 - f) Intermediate Care: TSDU, INCU, CICU and ISCU
- 6) An employee affected by a bump may, in turn, displace the least senior employee in the bargaining unit, providing the employee is qualified for the position.
 - 7) If an employee refuses to bump, the employee waives all rights to bumping and shall be laid-off and be placed on a recall list.

- 8) Those employees having bumping rights or rights to “vacant positions approved for recruitment” shall exercise such rights within one (1) work week (Monday thru Friday) upon being notified in person of their options in writing.
- 9) A full-time employee may, but shall not be required to, bump a less senior part-time employee or vice versa. In bumping, the employee must accept the number of hours and/or shift held by the least senior employee.
- 10) Laid-off employees may join the nursing pool and shall be offered work as needed by the Medical Center. Such employees shall be treated like other Pool employees, however, laid off employees joining the Pool shall return to their position upon recall. Employees on a recall list may enter Pool status while awaiting recall.
- 11) In the case of a reduction of hours, there shall be no bumping rights.
- 12) For the purposes of bumping or filling a vacant position an employee shall not be deemed qualified if they would not also be able to perform independently in the position within ninety (90) days.

15.6 Qualification and Seniority

For the purpose of transfers, promotions, and filling a vacant “approved to fill” position Clinical Practice criteria to determine qualifications shall be used by the Medical Center. The following Clinical Practice criteria are listed as examples:

- 1) Licensure(s)
- 2) Experience in the New Unit or Department.
- 3) Completed Orientation in the New Unit or Department due to having previously worked in the Unit or Department.
- 4) Performance Appraisals
- 5) Competencies
- 6) Quality of Practice (i.e. Number of variations in medication administration, etc.)
- 7) Attendance and Tardiness Record
- 8) Disciplinary Records
- 9) Customer Service
- 10) Ability to perform independently in the position within sixty (60) days.

15.7 Recall

Laid-off employees shall be placed in recall status for twelve (12) months. Such employees shall have first preference for “approved-to-recruit” vacant positions that become available for which they are qualified. Employees shall be recalled in order of bargaining unit seniority. If such

recalled employees fail to report to work within seven (7) calendar days of recall, seniority shall terminate and the employee shall be considered to have resigned. If such employees have full time employment elsewhere they shall have up to seven (7) calendar days to report to work. Such time limits may be extended, with the mutual consent of the employee and the Medical Center.

An employee who accepts a recall opportunity to a position with fewer hours than previously held by that employee shall remain eligible to take the first posted vacancy in the position they had previously held prior to the layoff. It is understood that it is the obligation of the affected employee to keep track of such openings and to alert the Human Resources Department, when a position in their department, with the same number of hours that they previously held, is posted for recruitment.

15.8 Job Posting

In the event that the employer intends to fill an “approved-for-recruitment” vacant bargaining unit position or creates a new position which falls within the scope of the bargaining unit, a notice of such opening shall be posted in the Department of Nursing and on the Bulletin Board adjacent to the employee Cafeteria. The notice will include the following information:

- Hours of work and shift
- Minimum qualifications
- Any special requirements for the position

Such notices shall be posted for five (5) calendar days. A copy of the current job description for the position shall be available in the Human Resources Department for inspection.

15.9 The Medical Center may begin interviewing for the position before the expiration of the posting period. An employee desiring to bid for the position may do so by filing a written transfer request with Human Resources. Qualified bargaining unit employees who submit such a request shall be granted an interview provided the bid is submitted prior to the end of the posting period. The employee awarded the position will be sent a confirmation letter within three (3) business days of his/her acceptance. Such letter will indicate the effective date of the transfer, which will normally be up to six (6) weeks from the date of acceptance. An employee who was not awarded the position will be so notified in writing within five (5) business days of the successful employee’s acceptance.

15.10 The employer shall award an open position to the applicant with the greatest bargaining unit seniority provided that the employee is qualified for the position. The Medical Center shall determine whether an employee applying for the position is qualified, such decision being based on a review of the employee’s clinical practice record and disciplinary record. “Clinical Practice”

is defined as noted above and shall include independent performance within sixty (60) days of the award.

15.11 However, nothing in this section shall prevent the employer in his discretion from awarding an open position to an employee who would require more than sixty (60) days of orientation if there are no other qualified internal applicants for the position.

15.12 By mutual agreement between the Medical Center and the Union, an employee who has transferred to a different unit, department, site, or office may within sixty (60) days from the effective date of such transfer, return to his/her previous position, if available, or may bid upon another position for which he/she is qualified.

ARTICLE 16. SEVERANCE

It is agreed between the parties that Policy 8.706 – Severance shall remain in effect through the term of this Agreement.

ARTICLE 17. RECRUITMENT/REFERRAL BONUS

17.1 The employees shall receive a predetermined announced bonus for referring inpatient and Case Manager Nurses who become employed by the Medical Center. The employer agrees to give notice ten (10) calendar days in advance to the Union in the event that the bonus amount is increased or diminished. The referring inpatient or outpatient employee shall receive half of such payment after six (6) months of the referred employee's employment and the final payment at the end of one (1) year of said employee's employment.

17.2 During the term of this Agreement, within thirty (30) days of notice, in writing from the Medical Center to the Union, the Union will meet with the Medical Center upon the latter's request for the sole purpose of discussing and advising new recruitment initiatives. The Medical Center shall retain discretion to implement such initiatives which have been the subject of such discussions upon fourteen (14) calendar days notice in writing to the Union.

ARTICLE 18. PAID TIME OFF (PTO), PAID TIME UNSCHEDULED (PTU), EXTENDED SICK LEAVE (ESL)

18.1 It is agreed between the parties that the Human Resource PTO Policy shall continue for the duration of this Agreement except as modified below:

1. Limited Part-Time employees shall be eligible for PTO.
2. The call-out policy shall be applied as modified (see Call-Out article).

3. Employees may maintain 72 hours of PTO when they are otherwise required to use PTO during unpaid leaves of absences.

18.2 Sell Back

During the month of November, employees may elect to receive payment for PTO hours earned but not used. Full time employees may sell back up to forty (40) hours of PTO in eight (8), ten (10), or twelve (12) hour increments provided they maintain seventy-two (72) hours in their bank at the time of the sell back. Part-time and limited part-time employees may sell back up to twenty-four (24) hours in eight (8), ten (10), or twelve (12) hour increments provided they maintain thirty-six (36) hours in their bank. Payment will be made at the employee's base rate of pay. Sell back requests must be in writing and submitted in a timely fashion to the manager. Sell back is voluntary and the decision to do so is final.

18.3 Bereavement Leave

The Medical Center agrees to maintain Hospital Policy 8.309 for bargaining unit members.

ARTICLE 19. VACATION SCHEDULING

19.1 For vacations during the period of May 1 through November 1 of each calendar year, employees shall submit requests in writing by February 15 of the same year in which such employee's vacation is to be taken. Except as modified below, bargaining unit seniority shall prevail for all May 1 through November 1 requests submitted in writing by February 15.

Employees will be notified, in writing, by their Clinical Director by February 28 of the approval or denial of such vacation requests. Requests made after February 15 shall be on a first come first served basis. Requests for PTO of less than one week may be submitted when the schedules are due. Such submissions shall not be unreasonably denied.

For vacation requests between November 1 through December 15 and January 7 through May 1, employees may submit requests in writing by August 15. Bargaining unit seniority shall prevail for all such requests if submitted in writing by August 15. Employees will be notified, in writing, by their Clinical Director by August 31 of the approval or denial of such vacation requests. Requests made after August 15 shall be on a first come first served basis. For PTO requests between December 15 through January 7, the Medical Center may in its discretion approve, subject to patient care requirements and staffing needs, PTO requests.

19.2 During peak vacation times (May through September 30), requests for full week blocks of PTO will take precedence over PTO requests for less than one week. During non-peak vacation times (Oct 1 through December 15 and January 7 through April 31), vacation requests may be made in full week blocks or single days. The Medical Center shall make its best efforts to allow employees at least two (2) weeks of vacation time during the vacation period May through

September. However, such limits may, on an annual basis be waived by the Medical Center to allow for additional time upon requests in units whose staffing allows such. In the event that bona fide staffing or patient care requirements renders an individual without one week of a summer vacation, and through no fault of the employee same exceeds the maximum annual carryover accrual, (but the employee must attempt to mitigate the potential additional carryover), the employee may elect the option of allowing such amount to remain in PTO that year or sell back that amount at the employee's base rate of pay during the last period of that year. This process must be reviewed and approved by the Vice President of Patient Care Services.

Employees with fifteen (15) years or more of service who accrue more than their maximum allowable amount of PTO time by December 15 may elect to sell back up to forty (40) hours of additional PTO at the employee's base rate of pay.

19.3 In the event that staffing does not permit the granting of all "first come, first serve" vacation requests, the priority of requests received on the same day from two or more employees shall be determined by bargaining unit seniority.

ARTICLE 20. ON CALL

20.1 For the term of the contract the parties shall agree to accept the current policy and practices related to On-Call. Should the Medical Center elect to initiate the use of On-Call in additional units or areas or modify the on-call practice on a unit, it will provide the Union with written notice of at least forty-five (45) days in advance of the proposed implementation date and meet and confer with the Union regarding the planned change.

20.2 All nurses when required to be On-Call shall be paid \$3.00 per hour during the week and \$4.00 per hour during the weekend. For purposes of this Article, the weekend begins at the end of the employee's shift on Friday (but in no event shall it begin prior to 3:00 p.m.) and shall end Monday at 7:00 a.m.

20.3 The parties agree that during the term of this agreement, the bargaining unit nurses who are hired to work 7:00 p.m.- 7:30 a.m. in the Operating Room located at 1 Cooper who work the Saturday night shift will not be required to take on call. They may volunteer to take on call. This agreement is for the required on call in a normal schedule and excludes any on call commitment for holidays. The parties acknowledge that there is a mutual benefit to allowing this change in practice.

20.4 TICU On call

Only in the event of low census/overstaffing, on-call may be utilized on a voluntary basis by bargaining unit seniority (off but available). All other on-call assignments in the TICU will be in accordance with Article 20.1.

20.5 Use of Call

The use of call shall be used for emergencies which may include emergent cases and unpredicted spikes in volume and not as a way to staff the unit. The departments shall track on-call usage and the Staffing Committee may review concerns at its meetings. Employees with twenty-six (26) or more years of service will not be required to take call.

ARTICLE 21. TUITION REIMBURSEMENT and STAFF DEVELOPMENT PROGRAM

21.1 Regular full-time and regular part time employees, who have completed their probationary period, shall be eligible for reimbursement of their tuition for the successful completion of courses taken related to the attainment of Nursing graduate and undergraduate degrees as approved by the Medical Center.

21.2 The employer agrees, as approved, to continue to provide at the Medical Center for such certifications such as CPR, BLS, ACLS, NRP, etc. that are required for employment in the employees unit. All full time and part time employees who attend the classes will be paid at their base rate. Pool nurses who have worked in excess of 1,000 hours in the previous calendar year will be paid at their base rate when attending such classes.

21.3 It is agreed between the parties that policy 8.303 Tuition Assistance shall remain in effect throughout the term of this Agreement.

21.4 Employees who have worked at least 1,000 hours in the previous calendar year may use up to \$500 per calendar year to cover the costs of successful certification and/or recertification fees/exams, related books/materials and/or continuing education conference fees relating to the enhancement of patient care delivery. The membership fee may be paid to one organization directly related to the specialty area in which the nurse works. All such conferences and memberships must be pre-approved by the Vice President of Patient Care Services, or her designee.

21.5 Employees participating in the Tuition Reimbursement and/or “the Certification/Conference fee” program must remain in employment with the Medical Center for one (1) year after receipt of reimbursement for Tuition Reimbursement or Certifications or Conference fee reimbursement participation. Should an employee resign or be terminated prior to the completion of the one (1) year requirement noted above, said employee shall reimburse the Medical Center in that year through a payroll (re) deduction for the tuition paid and/or the costs of Certification/Conference reimbursement program as determined upon initial offering of the training.

21.6 In the event that an employee is laid off while taking an approved course, Tuition Reimbursement shall be made, notwithstanding the layoff.

21.7 Preceptors are bargaining unit RNs who volunteer to oversee the orientation of newly hired, transferred staff or nurse externs. Preceptors will be selected utilizing the Medical Center's current selection process, and have completed a formal preceptor training program. The preceptor is responsible for appropriate record keeping for those orientees assigned to them. They will also assure appropriate assignments for the orientee to assure an appropriate orientation to the unit. Preceptors will be paid two dollars and fifty cents (\$2.50) per hour in addition to their regular pay for each hour they have a precepting assignment. The preceptor and staff orientation programs shall be reviewed on a periodic basis by the Staffing Committee.

21.8 New employees who attend an internship program must remain in employment with the Medical Center for one (1) year after completion. Should an employee resign or be involuntarily terminated prior to the completion of the one (1) year requirement, said employee shall reimburse the Medical Center for the cost of internship.

21.9 Staff Orientation

1. A minimum four (4) week planned orientation program will be provided for new full-time and part-time employees. This excludes those individuals who have held positions in Patient Care Services at the Medical Center within the last two (2) years. All exceptions are noted in items 2, 3 or 4 of this Article or as determined by the Clinical Manager. The orientation will consist of the following elements:

- a. Nursing Education in conjunction with the Clinical Manager will provide new employees with both a general and specific orientation. Nursing Education will provide a structured classroom program covering general information and policies and procedures of the Medical Center, and policies, procedures, specific skills training/testing for Patient Care Services basic competencies (i.e., Omnicell, Accucheck, IV, and Skills Fair).
- b. A unit or area-based orientation will include, but not be limited to, a predetermined series of assignments with a staff nurse, supervised individual assignments and ongoing evaluations by the Clinical Manager in collaboration with an Educator, Clinical Nurse Specialist, and the preceptor. This orientation will include the geographic layout and any special documentation requirements for units in the appropriate floating district.
- c. A written comprehensive assessment of the competencies (i.e., unit specific) of the new employee shall be completed at regular intervals during the orientation, and a comprehensive summary evaluation completed at the conclusion of the

four (4) week period. At this time, a determination will be made of any need to extend orientation.

- d. Certain units may require an orientation of longer than the basic four (4) weeks. Employees must achieve pre-determined competencies (i.e., unit specific) in these units before completing the orientation process. Each orientee will be assigned a preceptor. Such preceptor shall be specifically trained in precepting and shall be responsible for orienting the new hires, transfers, and nurse externs, when applicable to the unit. Selection process and compensation is as defined in 21.7 of this Agreement.

2. The orientation for newly hired employees with experience will be two (2) weeks, during which time their competencies (i.e, unit specific) to care for the patient population on the unit will be evaluated. During orientation the new experienced employee shall be assigned a preceptor. Orientation may be extended at the discretion of the manager, with input from the preceptor.

3. The Clinical Manager, based on the basic and unit specific competencies of the employee, shall determine the orientation for current employees who transfer to a new unit or into a pool position.

4. Pool nurses who are new employees must attend the Medical Center and the appropriate nursing orientation, and orient for at least two (2) preceptored shifts. The total length of the orientation will be determined by the basic and unit specific competencies of the pool nurse.

ARTICLE 22. BENEFITS

22.1 The Medical Center agrees to make available to eligible bargaining unit employees the same Health, Prescription Drug, Dental, Vision, Life Insurance and Long Term Disability plans, as they may be amended from time to time, which it provides to its non-bargaining unit employees, subject to the terms and conditions of those Plans. The contribution levels charged to eligible bargaining unit employees for coverage under the plans will be equal to those paid by non-bargaining unit employees of the Medical Center for comparable categories of coverage (i.e., Employee Only, Family, etc.).

No dispute arising under or relating to this section shall be subject to the grievance and arbitration procedures set forth in this Agreement, except an allegation that the Medical Center has failed to pay its portion of any insurance premiums required to purchase the coverages described immediately above. All other disputes arising under or relating to this section between the

Medical Center, any Plan, the Union or the employee(s) shall be resolved in accordance with the terms of and procedures specified in the applicable plan or by applicable law.

22.2

It is agreed that the Medical Center reserves the right to change the respective benefit carriers. For the duration of the Agreement, the benefit listed above made available to bargaining unit employees shall remain substantially equivalent.

Effective January 1, 2015, all bargaining unit employees (Full-time, Part-time, Limited Part-Time, Baylor) who receive health benefits will pay at the Tier 3 contribution rate.

Notwithstanding the foregoing, for bargaining unit employees who participate in the Cooper Health Plan, the employee contributions for health insurance based on salary tier and participation level shall not increase by more than 1% of the total premium + \$25 per pay for each year of the contract through 2017. Employees who are non-tobacco users will be afforded an opportunity to receive a \$25 per pay discount for being a non-tobacco user, as defined in the plan. A tobacco cessation program will be offered at no cost to employees to assist in becoming a non-tobacco user.

22.3 Pension Plan. The Medical Center agrees to provide to eligible bargaining unit employees the same Cooper Health System, Inc. Defined Contribution Retirement Plan, as it may be amended from time to time (The "Plan"), which it also provides to non-bargaining unit employees, subject to the terms and conditions of the Plan. Benefit accruals for all Utilization Case Managers, RN in the Cooper Health System Retirement Plan (The Defined Benefit Plan) have been frozen in accordance with ERISA standards.

No actions by the Medical Center respecting the Plan or the DB Plan nor any disputes arising under or relating to the Plan or the DB Plan shall be subject to arbitration under this Agreement. All such disputes between the Medical Center, the Plan, the DB Plan, the Union or the employees shall be resolved in accordance with the procedures specified in the applicable Plan or, if no Plan is applicable, by applicable law.

Pursuant to the Plan document, the contribution for the Medical Center's Retirement Plan is 1% of base salary. Three (3) additional contributions of 2% each will be made to the retirement accounts of vested participants. The first contribution will be made after December 31, 2014, the second after December 31, 2015 and the third after December 31, 2016.

22.4 Tax Sheltered Annuity (TSA). The Medical Center shall continue to offer employee(s) access to the employee(s) contributory Tax Sheltered Annuity Program under § IRC 403(b). It is understood that the Medical Center does not recommend, or sponsor any Tax Sheltered Annuity

plan offered by any vendor and that any employee contribution or investment is made voluntarily by the employee under the concept of “caveat emptor”.

22.5 Travel Mileage. Employees when required and pre-approved to use their automobiles for work related travel shall be compensated at the current IRS standard rate for all such approved miles.

ARTICLE 23. WAGES & SALARIES

23.1 Inpatient & Outpatient Bargaining Unit Wage Scale

Effective June 2014, 2.5% wage increase
Effective June 2015, 2% wage increase
Effective June 2016, 2% wage increase

The effective dates of wage scale increases are the first full pay period, beginning after June 1st of each year. RNs who exceed the 32 year wage scale shall receive the across the board wage increase in the first full pay period, beginning after June 1st of each year.

23.2

All non-exempt employees who participate in the step experience scales shall, based on their recognized experience, receive a 1% wage increase during the month in which their experience date occurs.

RN's Hired Prior to 1/1/2012

2.5% increase effective 6/1/2014 (inclusive of 2014 step) Year/Wage	2% increase effective 6/1/2015 plus step for calendar year 2015 Year/Wage	2% increase effective 6/1/2016 plus step for calendar year 2016 Year/Wage	Step increase for calendar year 2017 (Jan 1- May 31) Year/Wage
0	1	2	3
32.07	33.04	34.04	34.39
1	2	3	4
32.38	33.36	34.37	34.72
2	3	4	5
32.70	33.69	34.71	35.06
3	4	5	6
33.03	34.03	35.06	35.42
4	5	6	7
33.62	34.63	35.67	36.03
5	6	7	8
34.54	35.58	36.65	37.02
6	7	8	9
35.43	36.50	37.60	37.98
7	8	9	10
36.51	37.61	38.74	39.13
8	9	10	11
37.60	38.73	39.90	40.3
9	10	11	12
38.54	39.70	40.90	41.31
10	11	12	13
39.29	40.47	41.69	42.11
11	12	13	14
40.13	41.34	42.59	43.02
121	13	14	15
41.02	42.26	43.53	43.97
13	14	15	16
41.93	43.19	44.49	44.94
14	15	16	17
42.13	43.40	44.71	45.16
15	16	17	18
42.35	43.63	44.94	45.39
16	17	18	19
42.57	43.85	45.17	45.63
17	18	19	20
43.07	44.37	45.71	46.17
18	19	20	21
43.75	45.07	46.43	46.9
19	20	21	22
44.18	45.51	46.88	47.35

20	21	22	23
44.42	45.76	47.14	47.62
21	22	23	24
44.64	45.98	47.36	47.84
22	23	24	25
44.86	46.21	47.60	48.08
23	24	25	26
45.12	46.48	47.88	48.36
24	25	26	27
45.37	46.74	48.15	48.64
25	26	27	28
45.60	46.97	48.38	48.87
26	27	28	29
45.83	47.21	48.63	49.12
27	28	29	30
46.08	47.47	48.90	49.39
28	29	30	31
46.32	47.71	49.15	49.65
29	30	31	>32
46.55	47.95	49.39	No step
30	31	>32	>32
46.79	48.20	Receive wage increase only	No step
31	>32	>32	>32
47.04	Receive wage increase only	Receive wage increase only	No step
Receive wage increase only	Receive wage increase only	Receive wage increase only	No step
Receive wage increase only	Receive wage increase only	Receive wage increase only	No step

RN's Hired 1/1/12 and After			
2.5% increase effective 6/1/2014 (inclusive of 2014 step) Year/Wage	2% increase effective 6/1/2015 plus step for calendar year 2015 Year/Wage	2% increase effective 6/1/2016 plus step for calendar year Year/Wage	Step increase for calendar year 2017 (Jan 1- May 31) Year/Wage
0	1	2	3
32.07	33.04	34.04	34.39
1	2	3	4
32.38	33.36	34.37	34.72
2	3	4	5
32.71	33.7	34.72	35.07
3	4	5	6
33.03	34.03	35.06	35.42

4	5	6	7
33.36	34.37	35.41	35.77
5	6	7	8
33.61	34.62	35.66	36.02
6	7	8	9
34.55	35.59	36.66	37.03
7	8	9	10
35.43	36.5	37.6	37.98
8	9	10	11
36.52	37.62	38.75	39.14
9	10	11	12
37.60	38.73	39.9	40.3
10	11	12	13
38.53	39.69	40.89	41.3
11	12	13	14
39.29	40.47	41.69	42.11
12	13	14	15
40.13	41.34	42.59	43.02
13	14	15	16
41.02	42.26	43.53	43.97
14	15	16	17
41.94	43.2	44.5	44.95
15	16	17	18
42.12	43.39	44.7	45.15
16	17	18	19
42.36	43.64	44.95	45.4
17	18	19	20
42.57	43.85	45.17	45.63
18	19	20	21
43.08	44.38	45.72	46.18
19	20	21	22
43.75	45.07	46.43	46.9
20	21	22	23
44.18	45.51	46.88	47.35
21	22	23	24
44.42	45.76	47.14	47.62
22	23	24	25
44.63	45.97	47.35	47.83
23	24	25	26
44.86	46.21	47.6	48.08
24	25	26	27
45.13	46.49	47.89	48.37
25	26	27	28
45.37	46.74	48.15	48.64

26	27	28	29
45.60	46.97	48.38	48.87
27	28	29	30
45.83	47.21	48.63	49.12
28	29	30	31
46.08	47.47	48.9	49.39
29	30	31	>32
46.31	47.7	49.14	No step
30	31	>32	>32
46.55	47.95	Receive wage increase only	No step
31	>32	>32	>32
46.80	Receive wage increase only	Receive wage increase only	No step
Receive wage increase only	Receive wage increase only	Receive wage increase only	No step
Receive wage increase only	Receive wage increase only	Receive wage increase only	No step

23.3 The maximum hiring scale for nurses shall be at the experience level of thirty-two (32) years. Experience is defined as full-time acute care hospital for in-patient nurses.

23.4 The hourly rate of pay for the Practice/CPA nurses when working an in-patient unit will be at their hourly rate.

23.5 An employee’s base compensation rate, as defined above will apply to all regular work time, with the base compensation forming the basis for calculating overtime (premium) pay.

23.6 POOL AND BAYLOR NURSE WAGE SCALE

The Pool and Baylor Nurse wage rate shall be increased in accordance with the following table:

- Level I, Level II, and Level III Pool, UBP and Baylor
- Effective June 2014, 2.5% wage increase
- Effective June 2015, 2% wage increase
- Effective June 2016, 2% wage increase

The effective dates of wage scale increase are the first full pay period, beginning after June 1st of each year.

	June 2014	June 2015	June 2016
	2.50%	2.00%	2.00%
Level I	42.59	43.45	44.32
Level II	47.08	48.03	49.00
Level III	49.33	50.32	51.33
UBP- Level I	42.59	43.45	44.32
UBP- Level II	47.08	48.03	49.00
Baylor	42.59	43.45	44.32

23.7 Bi-weekly direct deposit periods shall continue as heretofore.

23.8 Professional Development Ladders: The Medical Center retains the right to modify, to replace, or to eliminate Professional Development Ladders. HPAE elected Officers will be awarded four (4) points toward the ladder. HPAE members who officially chair the Staffing, Labor Management, Violence Prevention, Health & Safety, Safe Patient Handling and or the Blood Body Fluid Exposure/Sharps Safety Committees will be given ten (10) points. HPAE members who are part of the negotiating committee will be given three (3) points and union representatives will be given two (2) points.

The Professional Council shall review the current compensation schedules and the assigned point values of the Professional Ladders for Nursing Practice for the purpose of recommending increased payments and point (re) adjustments. Included in the review will be the point values for collaborative committees including but not limited to, Staffing, Labor Management, Safe Patient Handling, Health & Safety, Violence Prevention, Blood/Body Fluid Exposure Safety, unit councils and participating on the negotiating committee. The Professional Development Ladder compensation will be paid in a separate check from the regular check

23.9 Duplication or Pyramiding of Overtime and Other Premium Pay. For each period of time for which an employee is entitled to compensation pursuant to a provision of this Agreement, he shall be paid in accordance with that pay formula set forth in this Agreement which entitles him to the greatest amount of compensation, but he shall not be entitled to compensation pursuant to any other pay formula set forth in this Agreement. Time for which an employee is compensated pursuant to the preceding sentence at a premium rate shall not be counted to enable the employee to receive compensation pursuant to another provision of this Agreement.

23.10 During the term of this Agreement, within thirty (30) days of notice, in writing from the Medical Center to the Union, the Union will meet with the Medical Center upon the latter's request for the sole purpose of discussing whether market conditions warrant increases to any of the contractual wage rates set forth above. The Medical Center shall retain discretion to implement increases which have been the subject of such discussions upon fourteen (14) calendar days notice in writing to the Union.

ARTICLE 24. DISCIPLINE

24.1 The Medical Center reserves the right to discipline, suspend or discharge an employee during the initial probationary period without the employee's or the Union's recourse to the grievance and/or arbitration process. When an employee's probationary period is extended, the

employee has the right to have a union representative present for any discipline, suspension or discharge.

24.2 Further, the Medical Center reserves the right to discipline, suspend or discharge an employee who has completed their Probationary period but only for just cause.

24.3 In addition to notifying the affected employee, the Medical Center agrees to notify the Union in writing by email within twenty four (24) hours of any suspension or discharge of any bargaining unit employee. Employees receiving either a suspension or a discharge may challenge such decision by filing a grievance immediately at the final Step (3) of the grievance procedure. The Union shall determine the validity of the grievance and may, thereafter, proceed through the grievance procedure.

ARTICLE 25. GRIEVANCE PROCEDURE

25.1 Definition Of Grievance

A grievance is defined as any dispute or difference concerning the application, interpretation or a claimed violation of an express provision of the Agreement or the claimed violation of Cooper's applicable Human Resources policies, as amended from time to time, and that are subject to mandatory bargaining or otherwise provided by law.

Grievance Procedural Steps

Step 1 -

Within ten (10) business days of the incident upon which the grievance is based, the grievance will be presented in writing on an HPAE Local 5118 grievance form to the unit Clinical Director. A first step grievance meeting will be scheduled at the convenience of all parties involved. The response to the first step will be reduced to writing on the grievance form by the supervisor or Clinical Director. If no satisfactory settlement is reached within ten (10) business days of such discussion, the union shall have the right to proceed to Step 2.

Step 2 –

If no settlement is reached, the grievance may be appealed to the appropriate Sr./Executive/Administrative Director within ten (10) business days after the step 1 decision was rendered. The grievance will be presented in writing on an HPAE Local 5118 grievance form. The Medical Center will respond to such written notice within ten (10) business days by scheduling a meeting to discuss the grievance. Such meeting will take place at the convenience of all parties involved, not later than twenty (20) business days from the date of the Medical Center's receipt of the Step 2 grievance. The Director of Patient Care Services, or her designee, will render a decision within ten (10) business days from the date of the conclusion of the meeting.

Step 3 –

If no settlement is reached following Step 2 grievance meeting, the grievance may be appealed to the CNO or designee and Human Resources within ten (10) business days after the Step 2 decision was received by the Union. The Medical Center will respond to such written notice within ten (10) business days by scheduling a meeting to discuss the

grievance. Such meeting will take place at the convenience of all parties involved, not later than twenty (20) business days from the date of the Medical Center's receipt of the Step 3 grievance. The Vice Presidents or their designees will render a decision within ten (10) business days from the date of the conclusion of the meeting. Such answer shall be final and binding on the parties unless the grievance is appealed to arbitration by the Union in accordance with the procedures set forth in Article 26 Arbitration Procedure.

All amended Human Resource policies noted in this Agreement will be sent to the Grievance Chair and the HPAE Staff Representative for the duration of this agreement.

25.2 Since the time limitations set forth in this Article are of the essence to this Agreement, grievances must be submitted, responded to, and appealed timely as noted above. No grievance shall be accepted by the Medical Center unless it is submitted within the time limit set forth above. It is understood that such time limitations may be extended only with the mutual written consent of the parties. If a grievance is not appealed in a timely manner, it shall be deemed to have been settled in accordance with the last Step decision rendered. If the Medical Center fails to answer within the time limits herein noted, the grievance may automatically proceed to the next step of the grievance or arbitration procedure. For the purpose of this Article, the computation of business days shall not include Saturday, Sunday or officially recognized holidays.

25.3 All grievances presented at Step 2 of this procedure shall set forth the essential facts giving rise to the grievance, the provision(s) of the Agreement, if any, alleged to have been violated, the names of the known aggrieved employees and the remedy sought. All grievances filed at Step 2 and appeals at Step 3 shall be signed and dated by the aggrieved employee and/or his/her union representative.

25.4 If disciplinary action against an employee results from conduct relating to the patient or a visitor, and the patient or visitor does not appear at the grievance or arbitration, the Arbitrator shall not interpret or consider the failed appearance as prejudicial. Nor shall the Arbitrator grant more weight to "out of hearing statements", than would otherwise be granted to any other hearsay testimony or documents.

ARTICLE 26. ARBITRATION PROCEDURE

26.1 Arbitration

Should the Union be dissatisfied with the decision/response to the grievance at Step 3, the Union may submit the grievance to arbitration within sixty (60) business days of the receipt of the written response to the Step 3 meeting. The failure to appeal a grievance to arbitration in accordance with the provision of this Section shall constitute a waiver of the Union's right to appeal this grievance to arbitration. In such case, the written answer of the Medical Center at Step 3 of the grievance procedure shall be final and binding on the aggrieved employee(s), and the Union. An Arbitrator

shall be appointed through the American Arbitration Association under its Voluntary Labor Arbitration Rules.

26.2 Procedural Issues

The decision of the arbitrator shall be final and binding on both parties. The costs for the arbitration shall be divided equally between the Union and the Medical Center. The arbitrator shall have no power to add to, subtract from or modify the terms of this Agreement. Upon request, the Medical Center shall make every effort to reschedule any employee called as a witness in any arbitration hearing in order that said employee shall have continuity of income, provided, however, the notice of intention to call an employee as a witness shall be provided by the Union to the Employer in writing and at least fourteen (14) days prior to any hearing.

26.3 Expedited Arbitration in Cases of Termination

The parties recognize and agree that it may be beneficial to expedite the resolution of grievances arising from the termination of employment. Upon mutual agreement on a case-by-case basis, the parties shall follow the following procedures:

- A) Within 30 business days of the resolution of the third step of the grievance process and only in cases of termination of employment, a request for expedited arbitration shall be presented in writing to Vice President of Human Resources.
- B) Within 10 business days of the receipt of the request for expedited arbitration, joint notice will be provided to the next available arbitrator from the panel of arbitrators.
- C) The next available arbitrator must agree to hear the matter within 60 days of receipt of the joint notice of expedited arbitration. If that arbitrator cannot hear the matter within 60 days of receipt of the joint notice of expedited arbitration, the next available arbitrator from the panel shall be provided the joint notice of expedited arbitration.
- D) The arbitrator shall schedule the arbitration to occur within 60 days after receipt of the joint notice of expedited arbitration after providing due consideration to the availability of the parties, the parties' representatives and any witnesses.
- E) Once an arbitrator and date have been selected:
 - 1. Both sides will meet prior to the arbitration hearing date to identify (a) the issue(s) that the arbitrator will be deciding, (b) joint exhibits, (c) stipulated facts regarding the grievance, (d) the list of witnesses and (e) the mutually agreed upon location of the arbitration

2. In the event that the parties cannot agree upon the location of the arbitration, the parties agree that the arbitration shall be at a location selected by and at the convenience of the arbitrator
 3. All parties to the arbitration agree to accept the decision of the arbitrator as final and binding, and will not appeal that decision to any court of law or equity.
- F) The parties agree that the panel of arbitrators shall consist of 5 arbitrators and will be selected by mutual agreement of Cooper and the Union within 120 days of the execution of the Agreement.
- G) The phrase “next available arbitrator” shall mean that arbitrator beginning with the first named arbitrator on the list comprising the panel of arbitrators and rotating through the list by each successive request for expedited arbitration.
- H) The costs of arbitration will be equally born by Cooper and the Union.

ARTICLE 27. RESIGNATIONS/TERMINAL PAY

27.1 Upon resignation from employment, RN’s shall provide four (4) actual worked weeks, not including PTO time, advance “proper notice” from date of the notification to the Nurse Management. The Nurse Manager shall acknowledge receipt of the resignation letter, and note date and time of receipt of the notice. This date shall be the official notice date for the calculating of the four (4) weeks’ notice period. Employees providing “proper notice” and who have been employed for at least one year shall be paid for accrued and unused PTO time. Employees not giving proper notice or who are terminated for cause shall forfeit Terminal Pay (PTO).

27.2 Bargaining unit members age 55 and above who retire or resign from employment after 20 years or more of service will be eligible for a partial payout of their accrued ESL hours at their regularly hourly rate as follows:

<u>ESL ACCRUAL AT TERMINATION DATE</u>	<u>PAYMENT</u>
500-999 hours	36 hours
1000 and above	72 hours

27.3 Employees who have tendered their resignation notice and have less than one (1) year of employment will not be eligible for the payment of PTO/PTU hours that may occur during the four week notice period.

ARTICLE 28. MANAGEMENT RIGHTS

All the rights, powers, authority, discretion and prerogatives possessed by the Medical Center prior to execution of this Agreement, whether exercised or not, are retained by and are to remain exclusively with the Medical Center, except as may be limited by this contract and applicable laws. This Agreement embodies any and all restrictions on the Medical Center's rights whatsoever.

It is agreed by the parties that the Medical Center, subject to the terms of this contract and applicable law, shall remain vested to: direct the workforce; to promote, transfer, demote, float, train, discipline, suspend or terminate staff; use non-bargaining unit employees to perform patient care duties; assign, classify, supervise, lay off; determine policies, methods of operation; promulgate rules and regulations within applicable statutes; direct, designate, (re) schedule and assign duties to the work force; use standards and benchmarks; judge the qualification and performance of employees; plan, direct, and control the entire operation of the Medical Center; discontinue, consolidate or reorganize any department, service or unit; transfer any or all operations to any location or discontinue the same in whole or in part; merge with any other institution; make technological modifications or improvements; install or remove equipment, regardless of whether or not such action causes a reduction of any kind in the number of employees, or transfers in the workforce; requires the (re) assignment of additional or different duties or causes the elimination of, changes in, or the addition of Nursing titles, jobs; shifts, schedules, starting and finishing time, or the number of hours and shifts worked and whenever possible, the Medical Center will provide a minimum of 30 days notice to the affected employees when shifts, schedules, starting and finishing time are adjusted; the right to set appearance, grooming, hygiene and dress standards; and the right to otherwise generally manage the business.

ARTICLE 29. NO STRIKE OR LOCKOUTS

29.1 Neither the Union, its officers, agents, representatives, members, nor any employee collectively, concertedly or individually, directly or indirectly, may or shall instigate, engage in or participate, lead, authorize, cause, assist, encourage, ratify or condone any strike, picket(ing), sympathy strike, sit-down strike, sit-in strike, sick-out, slow down, cessation or work stoppage or interruption of work, refusal to work overtime, refusal to cross a picket line, or prevent or attempt to prevent the access of any person to the Medical Center during the term of this Agreement.

In the event of a work stoppage, activity(ies) or action(s) which is (are) 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 include, but not be limited by: within two (2) hours of a request by the Medical Center, publicly disavow such activities, shall publish and post notices on all Union bulletin boards, notify every known

individual of its disapproval of such action, declaring the said action or activity violative of the contract, and issue a prompt back to full duties and work order, notwithstanding the existence of any wildcat picket line. The Union, its officers, agents and representatives shall refuse to aid or assist in any such unauthorized action. The Union, its officers, agents and representatives will use every effort to terminate such unauthorized action. The above obligations of the Union, its officers, agents and representatives are in addition to any other remedy, liability or right provided by applicable law.

Any employee engaging in any breach of contract activity described above shall be subject to discipline up to and including discharge, which is subject to expedited arbitration.

29.2 If the arbitrator finds that a violation occurred, he shall issue a cease and desist order directed at such violation and sustain the discipline. In the event of an alleged or asserted breach of this Article, 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.

29.3 There shall be no lockouts during the term of this Agreement.

ARTICLE 30. PERSONNEL FILES

Upon reasonable notice, employees, during their non-work time, shall be granted Human Resource-witnessed access to their personnel file during normal and regular Human Resources Department hours. Employees will schedule a mutually convenient time with Human Resources in order to view their personnel file.

A prior disciplinary action, corrective measure, or counseling memorandum shall not form the basis for further disciplinary action if twelve (12) consecutive months elapse from the date of issuance of the action without additional disciplinary action.

ARTICLE 31. HEALTH & SAFETY

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

Affected employees will receive appropriate in-service training on new safety equipment, devices, materials, and procedures. Absent conditions beyond the control of the employer (for example

back orders or interruption in production) the employer shall provide non latex nitril gloves upon request.

Joint Health and Safety Committee

There shall be a Joint Health and Safety Committee composed of four (4) representatives from the Union, and four (4) representatives from the Medical Center.

The Committee shall address issues related to the health and safety of the employees. The committee will participate in the development of health and safety programs for the staff, review and identify hazards, participate in the investigation of health and safety problems, and identify remedial actions.

Minutes will be distributed to all representatives within 2 weeks after meeting.

- The Committee shall oversee the functioning of the Safe Patient Handling Task Force, and the implementation of the stated goals of that group.
- The Committee will develop specific measures, including training programs, to improve the physical work environment, work practices and work design.
- The Committee shall review the functioning of the Violence Prevention Committee, and shall review progress with the implementation of the additional mandatory education for caregivers. The Committee will recommend additional training or procedures or processes as needed.
- The Blood Body Fluid Exposure/Sharps Safety Committee shall also report on a regular basis to the Committee. It is understood that there will be bargaining unit members appointed to the Committee by the Union. The Committee will review the purpose of the Needle Safety Committee, and will make recommendations for additional goals.
- The Committee will also review protective equipment and clothing and exposure to pathogens and allergens. The Committee will recommend additional training, and will participate in the development of this training.
- Walk through inspections: One bargaining unit member who is also a member of the Joint Health and Safety Committee may do a biannual walk through with the CNO or his /her designee. The purpose is to jointly identify opportunities to improve safety in the workplace. These individuals will submit their findings to the safety committee. The safety committee will review the findings and if necessary develop an action plan to address these issues.

Meetings shall occur on a quarterly basis. It may be determined that more frequent meetings are required to address all of the charges of the Committee. The Union and the Medical Center shall submit an agenda to the Committee. The Union and the Medical Center shall submit an agenda to the other party at least one (1) week before the meeting. The Committee will be co-chaired by a Union and a hospital representative.

Members of the Committee shall not suffer any loss of pay for attendance. Committee members attending a meeting that is not scheduled in their normal working time will be paid for their attendance. Cooper shall make a reasonable effort to provide coverage so that members may attend the meetings. Members will make every reasonable effort to schedule themselves so that the meetings will not interfere with patient care.

ARTICLE 32. COMPLIANCE PROGRAM

Employees upon receipt of materials regarding the Medical Center's compliance programs shall execute a notice of receipt of such materials. The Medical Center may require paid attendance at in-service educational programs regarding the Compliance Program.

ARTICLE 33. STAFFING

33.1 The Cooper Health System and Union agree that in any patient care situation, patient safety and quality care is of utmost importance and must be insured for the benefit of the patient, the staff and the Medical Center.

Recognizing the importance of staffing levels for the provision of patient safety and care, the Medical Center agrees that there should be an appropriate number of staff in all units and departments on each shift. In determining staffing requirements for a clinical area, the Medical Center will, at all times consider patient safety, patient acuity, the skill mix of the registered nurses, , and the unit census. All of the above factors will be considered when assignments are made. It is also recognized that these factors are dynamic, and the input of the unit nurses will be considered in determining unit activity.

33.2

The Medical Center shall staff to guidelines at the start of every shift reflecting:

- Medical Surgical - 1:5
- Telemetry and Oncology - 1:5

The following exceptions shall apply:

- Unforeseen circumstances, patient emergencies, etc.
- Changes in volume
- Patient acuity indicates an adjustment in hours per patient day.

It is understood by both parties that instances may arise when the contract guidelines cannot be maintained.

The medical center will make every reasonable attempt to return to established guidelines throughout the shift.

ARTICLE 34. SEPARABILITY

If any term or provision of this Agreement is, at any time during the life of this Agreement, adjudged by a court or administrative body of competent jurisdiction to be in conflict with any law, such term or provision shall become invalid and unenforceable, but such invalidity or unenforceability shall not impair or affect any other term or provision of this Agreement.

ARTICLE 35. COMPLETE AGREEMENT

This Contract contains the entire understanding, undertaking, and fully bargained for Agreement for the Medical Center and the Union, and represents matters of collective bargaining for its term. Changes to this Agreement, whether by addition, waiver, deletion, amendment or modification, must be reduced to writing and executed by both the Union and the Medical Center.

ARTICLE 36. MISCELLANEOUS

36.1 The Medical Center agrees to maintain the following policies for bargaining unit employees on the same basis as that of the other Medical Center employees: 8.305 Employee Cafeteria, 8.203 Payment of Wages, and 8.309 Bereavement Leave.

The Union shall be notified at least six (6) weeks prior to implementation of all proposed modification(s) of HR Policies referenced in this Agreement. Upon request from the Union, which must be made at least four (4) weeks prior to implementation of the proposed change(s), the parties shall meet to discuss the reasons for the changes and alternatives the Union may propose shall be considered. Both the Union and the Medical Center will endeavor to meet promptly prior to the scheduled implementation.

36.2 Both parties agree there will be no individual agreements made between the Medical Center Administration/management and individual members of the Union.

36.3 Committees

- **Staffing Committee:** During the term of this Agreement, the parties shall maintain a Staffing Committee made up of four (4) members appointed by the Union, and four (4) members appointed by the Medical Center. Either party may request additional individuals to attend a meeting to discuss unit specific issues. Members of the Committee shall not suffer any loss of pay for attendance. Committee members attending a meeting that is not scheduled in their normal working time will be paid for their attendance. Cooper shall make a reasonable

effort to provide coverage so that members may attend the meetings. Members will make every reasonable effort to schedule themselves so that the meetings will not interfere with patient care. The meetings shall be held every other month, or as mutually agreed upon.

- The Staffing Committee will:
 1. Make recommendations to the Medical Center on all levels of professional nursing and ancillary staff and skill mixes on the nursing units and departments.
 2. Review (or discuss the implementation of) acuity of patient classification systems and the application of such systems.
 3. Review patient satisfaction and hospital functioning.
 4. Review on a periodic basis the clinical groupings and floating and assignment guidelines.
 5. Review unit specific staffing issues that enhance or interfere with the appropriate delivery of quality patient care.
 6. Review current unit/area staffing needs and recommend adjustments to staffing matrix guidelines where appropriate.
 7. Review the staff orientation programs on a regular basis, and recommend modifications or enhancements. Part of this review shall include a periodic review of the preceptor program.
 8. Review and discuss recruitment and retention information, exit interview aggregate data, agency utilization and RN overtime use.

The Staffing Committee will provide to the union, upon written request, relevant information pertaining to staffing issues. Both parties acknowledge that the information reviewed in these committee meetings shall be of a sensitive nature and will not be used for any purpose beyond the submission of reports and/or recommendations to the Medical Center. Minutes of committee meetings shall be maintained. There shall be a rotation of agenda planning and recording of minutes. Committee recommendations shall be in writing and the Medical Center shall promptly respond in writing to such recommendations, but in no event later than 30 calendar days after the receipt of the recommendations.

Additional patient care units may be identified by the staffing committee as distressed as a result of, but not limited to, high vacancy rates, high staff turnover, changes in patient population, significant increases in admission and discharge activity. The identified units will be targeted as a priority by the staffing committee and an Action Team may be appointed to address the issues of that unit and make recommendations to improve overall unit operations to the staffing committee. The recommendations may include, but shall not be limited to, restructuring of staffing matrices, unit support, physical plant alterations, professional education, or development and evaluation of alternative care delivery models.

- **Labor Management Committee:** The Union and the Medical Center agree to the continuation of a Labor/Management Committee. This Committee shall consist of representatives from the Union (not to exceed ten (10) and representatives from the Medical Center (not to exceed ten (10)). The Committee shall meet up to twelve (12) times per year to discuss mutual problems and concerns to the Union and to the Medical Center. One (1) week prior to the scheduled meeting, the Union will submit an anticipated agenda. Committee members will be afforded time, with no loss of pay, during their work day to attend such meetings, as approved by their manager and subject to staffing needs and patient care

requirements. New legislation affecting members of the bargaining unit may be an agenda item presented by either party.

36.4 Effective July 1, 2014 and for the duration of this agreement, smoking is prohibited in all buildings and on all Cooper Medical Center property and grounds.

36.5 The Medical Center reserves the right to increase the parking fees. There will be no raise in parking rates in 2014 for bargaining unit nurses. Effective January 1, 2015, there may be an annual increase not to exceed \$5 per pay period during the term of this Agreement.

36.6

Required education while on duty less than 2 hours in duration will be offered on both day and night shifts. When attending a required education greater than 4 hours the nurse may request PTO to subsidize the remaining hours of their “worked” shift. Requests will not be unreasonably denied if PTO time in the unit is available. A required education eight (8) hours or greater will count as a worked shift, and the nurse may request PTO to subsidize the remaining hours of their standard worked shift.

36.7 Annual Incentive Program Full-time, Part-time and Limited Part time, bargaining unit nurses will participate in the discretionary annual incentive program in accordance with the incentive plan rules and process at the time of distribution.

36.8 Interventional Radiology/Radiology: The Department of Radiology Nurses (Interventional Radiology and Radiology) will work together to meet the needs of patients in their respective areas during regular business hours.

36.9 Nurse Peer Feedback Process: Upon request from management, nurses will complete nurse peer feedback form. Feedback may be used to offer coaching, education or may be incorporated into an individual’s annual appraisal after management has assessed and analyzed the information acquired. The information on the peer feedback form will not result in discipline.

ARTICLE 37. NON-SUPERVISORY STATUS

Employer agrees that during the term of this Agreement, it shall not assert or challenge the supervisory or non-supervisory status, as defined in section 2(11) of the National Labor Relations Act, of any bargaining unit employees. The bargaining unit employees 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 exercise independent judgment in any such regard unless the exercise of the foregoing is merely routine or clerical in nature.

Employer further agrees that during the term of this Agreement it will not assert or seek to challenge the supervisory or non-supervisory status, as defined under the National Labor Relations Act, of bargaining unit employees who function in the role of Charge Nurse, whether on a temporary or permanent basis. A Charge Nurse 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 exercise independent judgment in any such regard unless the exercise of the foregoing is merely routine or clerical in nature.

Employer agrees that during the term of this Agreement, the establishment of any new supervisory or managerial positions shall not result in the reduction of hours, layoff, or abolishment of positions of bargaining unit employees.

ARTICLE 38. HPAE RETIREE MEDICAL TRUST

Section 1: General Contribution from Wages

Within six (6) months after ratification of the agreement by the Union, the covered members of the bargaining unit will participate in a referendum vote to participate in a mandatory employee contribution to the HPAE retiree medical trust. Based upon an affirmative result the

Employer shall facilitate the payment of a monthly mandatory employee contribution of \$.20 per hour for each employee covered by this agreement. No payroll check-off by employees will be required; instead, the employer will transfer one check for this purpose of employee contributions, representing \$.20 per hour for each employee who worked in that month. The monthly per capita amount of employee contributions shall be included in each employee's salary for purpose of calculating retirement benefits and will be withheld pursuant to applicable law.

For purposes of the preceding paragraph, employee shall mean all bargaining unit employees full-time, limited part-time and part-time.

Contributions to the Trust shall be due at the Trust office on the 10th of the month following the month for which the contribution is made.

Section 2: No Liability for Employer or Union

The monies contributed to the trust shall only be used for retiree health insurance premiums or health service expenses, and the reasonable costs of administering the Trust.

Liabilities and Debts of Trust Fund

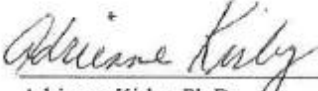
No signatory party or Trustee, and no employer, employer association, labor organization, employee, or beneficiary shall be responsible for the liabilities or debts of the Trust.


ARTICLE 39. SCOPE OF AGREEMENT

This Agreement shall become effective on June 1, 2014 and shall continue in full force and effect through May 31, 2017, unless the parties mutually agree in writing to extend, revise or modify the contract for an additional specified term.

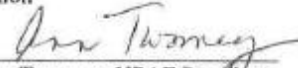
Executed this 28th day of the month of July, 2014 in the State of
New Jersey.

The Cooper Health System


Adrienne Kirby, Ph.D,
President and CEO, CUHC

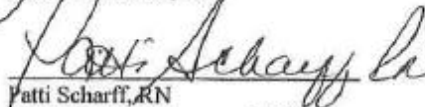

Douglas Allen
Sr. Vice President/Human Resources

Health Professionals &
Allied Employees AFT/AFL-CIO
Union


Ann Twomey, HPAE President

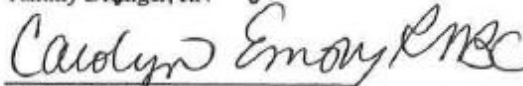

Doris Bell, RN, Local 5118 President

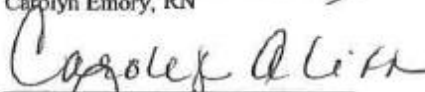

Jackie Franchetti, RN


Patti Scharff, RN

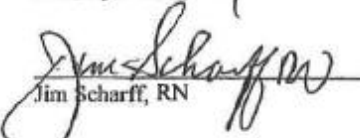

Debbie Hood, RN


Tammy Beinger, RN


Carolyn Emory, RN


Carolyn Ali, RN


Dorothy Moore, RN


Jim Scharff, RN

SIDE LETTER 1

The Union and the Hospital agree to meet within thirty (30) days of the ratification of this Agreement to complete the review of the document.

HPAE

Tony Leone

Date:

5/20/14

CUH

[Signature]

Date:

5/20/14

SIDE LETTER 2

Attendance

Full Time registered nurses who maintain perfect attendance during the time periods listed below shall be eligible to receive a \$450.00 (\$225.00 for part time employees) bonus which will be subject to all applicable taxes. Perfect attendance is defined as no Paid Time Unscheduled (PTU) no lateness and no early departure.

January 1, 2014 – December 31, 2014
January 1, 2015 – December 31, 2015
January 1, 2016 – December 31, 2016

HPAE

Tony Leone

Date:

5/20/14

CUH

[Signature]

Date:

[Signature]

SIDE LETTER 3

It is hereby agreed between The Cooper Health System ("Cooper") and HPAE, AFT/AFL CIO, Local 5118 Unit Certification of the National Labor Relations Board, Fourth Region dated October 8, 1999 (4-RC-19703) ("Registered Nurses") and HPAE, AFT/AFL CIO, Local 5118, Unit Certification of the National Labor Relations Board, Fourth Region dated September 23, 2004 (4-RC-20879) ("Utilization Case Manger Registered Nurses") as follows:

1. HPAE and Cooper agree that solely for purposes of convenience of the parties and efficiency, the terms and conditions of each collective bargaining agreement may be included in a single booklet which shall be organized as Chapter 1 – Registered Nurses and Chapter 2 – Utilization Case Manger Registered Nurses.
2. HPAE agrees it will not seek to challenge the Unit Certification of 4-RC-19703 for Registered Nurses or otherwise seek to merge with the Utilization Case Manager Registered Nurses 4-RC-20879.
3. HPAE agrees it will not seek to challenge the Unit Certification of 4-RC-20879 for Utilization Case Manager Registered Nurses or otherwise seek to merge with the 4-RC-19703 Registered Nurses.
4. HPAE and Cooper agree the Registered Nurses and Utilization Case Manager Registered Nurses are separate, independent bargaining Units and collective bargaining agreements for each Unit shall be separately and independently negotiated, drafted and prepared.
5. The parties hereby agree the terms and conditions of this Tentative Agreement shall be memorialized by the execution of a Side Letter Agreement consistent with this Tentative Agreement.

HPAE

Tony Leone

Date:

5/20/14

CUH

[Signature]

Date:

5/24/14

SIDE LETTER 4

In the event of any substantive changes or modifications to the benefits mandated by The Patient Protection and Affordable Care Act (PPACA) (ACA), the employer shall give the union sixty (60) days written notice of the change and will meet and confer over the effects of such changes prior to implementation. This includes but is not limited to the wellness program.

HPAE

Tony Leone

Date:

5/20/14

CUH

[Signature]

Date:

5/20/14

SIDE LETTER 5

Cooper agrees to recognize the registered nurses employed by Cooper at Cooper Gastroenterology at 218 C Sunset Road Willingboro as members of the bargaining unit effective June 1, 2014 and HPAE shall be recognized as the bargaining agent for such bargaining unit members. This Side Letter shall not have any precedential value with regard to any other requests by the Union for recognition.

HPAE

Troy Leone

Date:

5/20/14

CUH

[Signature]

Date:

5/20/14

Constitution

And

By-Laws

of

Local #5118

Health Professionals and Allied Employees,

AFT/AFL-CIO

Ratified by membership of Local #5118
July 26, 2011

LOCAL 5118 CONSTITUTION & BY LAWS

ARTICLE I. NAME

The name of this organization shall be Health Professionals and Allied Employees, AFT/AFL-CIO, Local 5118.



ARTICLE II. OBJECTIVES

The objectives of this organization shall be as follows:

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

ARTICLE III. JURISDICTION

The jurisdiction of this Local 5118 is the health professionals and allied employees at Cooper Health System, Camden, NJ 08103.

ARTICLE IV. MEMBERSHIP

Section 1: Qualification

- A. All employees who are within the jurisdiction of Local 5118 shall be eligible for membership so long as they agree to abide by the constitution and by laws. No person shall be denied membership on the basis of race, creed, color, gender, sexual orientation, age, marital status, political beliefs, national origin or religion.
- B. All other groups who wish membership with HPAAE may apply, in writing, to the Executive Board of Local 5118. This membership application is subject to a membership vote for acceptance.

Section 2. Dues

All members shall pay an initiation fee and dues as set by the State Federation to the State Federation as determined by State Constitution and By-Laws.

Section 3. Assessments

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

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

Section 4. Maintenance of Membership

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

Section 5. Termination of Membership

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

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

- (1) All resignations shall be in writing and shall be sent by registered mail only, postmarked on the dates set from above.
- (2) Such registered letters shall be sent to the main HPAAE office and shall be addressed to the Local Union's President.
- (3) Such registered letters shall clearly state the intention to resign. Such statements shall be accompanied by the said member's current address, work location and assignment. Such letters shall contain the signature of the member seeking to resign. Members seeking to resign may include reasons for resignation.
- (4) All letters of resignation shall be accompanied by an authorization revoking the deduction of dues and the intent to no longer pay membership dues. Such letters of revocation of dues deduction authorization must also be sent to the said member's employer who makes such deductions at the same time such letters are sent to the Union.

- C. Any failure to fully comply with each and every element of the above procedure shall void the resignation effort and said resignation effort shall have no force or effect.
- D. Any member who resigns pursuant to the procedure set forth above shall not from that time forward be caused to bear any financial obligation which is solely incidental to full union membership. Any required financial adjustments shall be made as soon as possible.
- E. Any member who chooses to resign shall lose all voting privileges.

Section 6. Reinstatement of Membership

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

ARTICLE V. MEETINGS

Section 1. Regular Membership Meetings

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

Section 2. Special Membership Meetings

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

Section 3. Notice

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

Section 4. Open and Closed Regular or Special Meetings

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

Section 5. Quorum

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

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

Section 6. Local Executive Board Meetings

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

ARTICLE VI. EXECUTIVE BOARD, OFFICERS AND REPRESENTATIVES

Section 1. Executive Board

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

The Executive Board shall consist of seven members. The five elected officers: President, three (3) Vice-Presidents, Secretary/Treasurer, and the appointed Co-Grievance Chairpersons.

Section 2. President

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

Section 3. Vice Presidents

The local shall elect members to serve in three (3) Vice-President positions.

In the absence of the President, the 1st Vice-President appointed by the Local Executive Board at the start of the term of office, shall perform all duties of the President and when so acting shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President's shall be delegates to the State and National Conventions.

Section 4. Secretary/Treasurer

The Secretary/Treasurer shall keep or cause to be kept an accurate record of minutes of the meetings of the Local and shall give or cause to be given notices of all meetings in accordance with these By-Laws. The Secretary/Treasurer shall also keep the membership roster and any communications regarding same, and shall in general perform all duties incidental to the Office of Secretary/Treasurer.

The Secretary/Treasurer shall be a delegate to the State and National Conventions.

The Secretary/Treasurer shall supervise the maintenance and distribution of all funds of the Local and shall keep accurate and current records of such funds, shall work with the State Federation Secretary/Treasurer in developing and implementing a budget and shall report regularly on the state of finances. All financial records shall be kept on a permanent basis by the Secretary/Treasurer.

Section 5. Co-Grievance Chairperson

The President shall appoint two (2) members, subject to the approval of the Local Executive Board, to serve as Co-Grievance Chairpersons. The primary responsibility of the Co-Grievance Chairpersons will be grievance handling. The Co-Grievance Chairpersons will work together to establish a grievance committee and arrange training with the HPAE Staff Representative. It shall be the Co-Grievance Chairperson's job to coordinate the activities of the Union Reps. An appointed Co-Grievance Chairperson will serve on the Executive Council in accordance with the State Federation Constitution.

Section 6. Representatives

The Local Executive Board will determine the number of unit representatives and their assignments. The role of the unit representative is to assist members with grievance handling, provide communications between membership and the Local Executive Board, update bulletin boards and recruit and orient new members about the union. The unit representatives, in accordance with this constitution, shall be elected in the same manner as the Local Executive Board.

No member who has attended less than one-half (1/2) of the regular or special meetings of the Local shall be eligible to run for elected office of the Local.

Section 7. Vacancies

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

- a. Any Vice President may be appointed, subject to approval of the Local Executive Board, to assume the temporary vacancy of President. This temporary appointment will be for remainder of the term, or until an election is held.
- b. For vacancy of any other officer, representative, or Grievance Chair, the President, subject to the approval of the Local Executive Board, shall appoint a member to fill the vacancy for the remainder of the term.

Section 8. Reimbursement for Union Business

Any officer, representative or member attending to duly authorized union business will be reimbursed for authorized expenses according to the Local's Rebate Policy and State Policy.

Section 9. Term of Office

The term of Office shall be the length of the contract, to begin the succeeding January 2nd after the ratification of a succeeding contract, not to exceed three years.

Elections will be held and completed, when practicable, at least 4 months prior to the expiration of the current officers term. During that time a comprehensive period of training will be completed for all newly elected Officers and Local Union Representatives. Those newly elected Officers and Local Union Representatives will be Officers and Union Representatives Elect until installation to said office on the succeeding January 2nd.

Section 10. Performance of Duties

Each officer has the responsibility to insure that the other officers are performing their roles and duties as outlined in this Constitution.

ARTICLE VII. COMMITTEES:

Section 1. Appointment, Number and Term

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

Section 2. Standing Committees

A. Staffing Committee

This committee shall meet with Cooper Health System at least quarterly and as necessary as determined by the committee or Cooper Health System. It shall consist of (4) four members appointed by the Local Executive Board. It shall address issues of the membership regarding appropriated staffing.

B. Committee on Political Education COPE

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

C. Communications Committee:

This committee will be responsible for gathering information and producing bimonthly Newsletter; and with the approval of the Local Executive Board, will use different forms of communication to effectively communicate with the membership.

Section 3. Special Committees

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

A. Committee on Negotiations

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

B. Committee on Nominations and Elections

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

C. Constitution and By-Laws Committee

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

ARTICLE VIII. STRIKES AND JOB ACTIONS

Section 1. Local Membership Authorization

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

Section 2. Voting Procedures.

- A. The decision to engage in a job action or other concerted activity must be authorized by the Local membership involved through a simple majority of votes cast by secret ballot.
- B. The decision to engage in a job action or other concerted activity will be limited solely to those members who are employees of the particular institution or employer in question.
- C. Notice, by mail and by posting, shall be given to all eligible members at least five (5) days prior to the vote, if time permits.
- D. Voting will be conducted by secret ballot at a membership meeting. If a meeting is not possible, voting may be conducted by mail

ARTICLE IX. RATIFICATION OF CONTRACT:

The ratification of a negotiated Collective Bargaining Agreement will be accomplished:

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

ARTICLE X. OFFENSES, DISCIPLINE AND HEARING:

Section 1. Offenses

It shall be an offense against the *Local* for any member to commit any acts which are seriously detrimental to the union including but not limited to the following:

- A. For any member to knowingly make any false statements or misrepresentations in or in connection with said member's application for membership.
- B. For any member to knowingly violate or to conspire or attempt to violate the Constitution and By-Laws of the organization, any laws promulgated there under or any lawful order of the Executive Council of the State Federation.
- C. For any member to knowingly work for an employer against whom a strike has been called, unless supported by membership vote.
- D. For any member to interfere with the performance of legal or contractual obligations of the Union or its affiliates, or the officers thereof *-or to commit a crime or defalcation against the union.*

E. For any member to commit or to conspire, incite or attempt to commit violence against any other member.

Section 2. Discipline.

A. The term "discipline" when used in this Article, shall include without limitation a fine, suspension or removal from office, disqualification to run for office, suspension or expulsion from membership *or* any combination of the foregoing.

In addition, the penalty for any violation resulting in a wrongful loss of property or money to any individual or the union may include a provision for reimbursement to the body suffering the loss.

Section 3. Charges.

- A. Charges against a member of the *Local* for any violation of the provisions of this Constitution and By-Laws must be made in writing, signed by the members making such charges and presented to the Local Executive Board within six (6) months of the occurrence of the offense or knowledge of occurrence of the offense.
- B. In the case where charges are filed against an officer, such charges will be presented to the highest-ranking officer who is not named in the charge.
- C. The officer receiving such charge will forward a copy to the member or officer cited by registered mail to the last known address of the charged party. A copy of such charge shall be forwarded to the Executive Committee and President.

Section 4. Investigation and Due Process

- A. Within a thirty (30) day period of time of the mailing of the charge, a hearing will be scheduled. All parties will be notified of such date, time and place by mail.
- B. An Investigation Committee will be formulated comprised of Local Representatives and/or members not to exceed *five (5)* in number, and appointed by the Executive Committee of the State Federation.
- C. The charged party may challenge any member of the Investigation Committee because of interest or bias by submitting a challenge in writing to all members of the Investigation Committee and to the Executive Council of the State Federation. If any challenged member does not request to be excused, the appointing authority shall review the merits of the challenge and, where the claim of interest or bias is sustained, shall cause the member to be relieved of serving. In the event a vacancy occurs because of a request to be excused or because of removal for interest or bias, such vacancy shall be filled by appointment from the Executive Council of the State Federation in accordance with this Article.
- D. Either party may choose any other member, an interested third party, or an attorney to represent said member at the hearing.
- E. If insufficient evidence is presented against the charged party, the Investigation Committee shall dismiss the charge.
- F. If the charged party does not appear, the Investigation Committee nevertheless may, if presented with evidence sustaining the charge, make a finding of guilt and impose a punishment.
- G. The Investigation Committee may postpone the hearing for good cause shown.
- H. The burden of proof is on the charging party. Decisions shall be based only upon facts presented to the Investigation Committee during the proceedings and a finding of guilt shall only require a preponderance of the evidence.

I. A stenographer may be present if requested by either party, seven (7) days prior to the hearing. The party requesting the transcript will assume the costs and will provide a copy to be distributed to the Investigations Committee and a copy to the other parties.

J. The Investigation Committee will determine the truth of the charges by majority vote and will announce its verdict and punishment at that time. A report will be prepared within fourteen (14) days thereafter and sent by registered mail to the parties involved.

K. Parties not complying with a verdict and punishment within thirty (30) days of receipt of notice thereof, shall be expelled from membership. However, if an appeal has been instituted during that thirty (30) day period, punishment shall not be imposed pending determination of the appeal.

L. Any disciplinary action taken by the Local maybe appealed to the Executive Committee, in writing by certified mail within thirty (30) days of the verdict or within such time and in such manner as designated by the Executive Committee.

Section 5. Authority

A. Locals have the option to refer charges initiated at the local level to the Executive Committee for appropriate action. In addition, the Executive Committee may exercise any independent jurisdiction it may maintain under its By-laws or Rules as they concern disciplinary or membership matters.

B. Nothing contained herein shall be in conflict with the State Constitution and By-Laws.

ARTICLE XI. AMENDMENTS:

This Constitution and By-Laws may be amended by a mail ballot or a vote of two-thirds (2/3) of those members voting in person at any regular or special meeting provided that at least two (2) weeks in advance of any proposed amendment each member has been notified in writing or such topic has been posted.

ARTICLE XII. SAVINGS CLAUSE:

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

Ratified by membership of Local 5118
Health Professionals and Allied Employees;
AFT/AFL-CIO, July 26, 2011