

AGREEMENT

Between

Local 5058

Health Professionals and Allied Employees

AFT/AFL-CIO

and

Jersey Shore University Medical Center

July 31, 2018 – May 31, 2020

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AGREEMENT

AGREEMENT between JERSEY SHORE UNIVERSITY MEDICAL CENTER, 1945 Corlies Avenue, Neptune, New Jersey, herein called the “Employer”, the “Hospital”, “Medical Center,” or “JSUMC”, and the HEALTH PROFESSIONALS AND ALLIED EMPLOYEES AFT/AFL-CIO, 110 Kinderkamack Road, Emerson, New Jersey 07630, herein called the “Union” or “HPAE,” enter into this Agreement this 6th day of December, 2018.

1. AGREEMENT SCOPE

This Agreement covers all employees pursuant to the National Labor Relations Board’s certification in case Number 22-RC 8473 and includes permanent full-time or permanent part-time employees as defined in Article Four, employed as a Graduate or Registered Nurse, Certified Registered Nurse Anesthetist, Clinical Nurse Specialist, Nurse Clinician, Nursing Education Instructor and per diem nurses (herein called “employee”) employed by the Hospital, excluding all other employees including Nurse Managers, Assistant Nurse Managers, Nurse Practitioners, Clinical Nurse Coordinators and other Supervisors as defined by the National Labor Relations Act.

2. UNION STATUS

2.01 **Recognition:** The Hospital recognizes the Union as the exclusive collective bargaining representative of every employee covered by this Agreement.

The Hospital shall provide the Union with a complete, alphabetized list of bargaining unit employees. Such list shall include the name, address, telephone number, unit, classification, status, hourly rate of pay, gender, race, employee ID number and the last four (4) digits of the employee’s Social Security number. One (1) year from the signing of this Agreement, the Employer will include only the last four (4) digits of the employee’s social security number in place of the full social security number. Two (2) years after the signing of this Agreement, the Employer will no longer be required to provide the last four (4) digits of the employee’s social security number. Such list shall be updated every three (3) months.

Each month a list of new employees, the employee’s name, address, telephone number, hourly rate of pay, gender, race, employee ID number, classification, status, shift, unit assignment and the last four (4) digits of the Social Security number will be forwarded to the Union.

2.02 Union Membership:

- A. To the extent not inconsistent with the law, employees covered by this Agreement at the time it becomes effective who are members of the Union shall continue with Union membership or choose Agency Fee Status.
- B. Employees covered by this Agreement who are not members of the Union at the time this Agreement becomes effective, and employees hired, rehired, reinstated or transferred into a bargaining unit position after the effective date of this Agreement shall be required, to the extent not inconsistent with the law, to either:
 - 1. Become members of the Union within ninety (90) days following the effective date, or

2. Choose Agency Fee Status within ninety (90) days following the effective date.
- C. An employee who decides not to become or remain a member of the Union shall nevertheless be required to adopt Agency Fee Status and to pay a fee for service equivalent to the percentage of the dues normally charged to members which is used for activities germane to the Union's status as the unit's exclusive bargaining representative (commonly referred to as the Agency fee).
 - D. Union membership or Agency Fee status as described above in paragraphs A, B and C shall be considered a condition of continued employment with the Hospital.
 - E. The failure of any employee to remain in good standing with the Union by either paying membership dues or the service/agency fee, based on their choice of status, shall obligate the Employer, upon written notice from the Union to such effect, to discharge such person. The Employer shall have fifteen (15) days following the receipt of such written notice to take action on the Union's demand to discharge said employee. If during said period of time the employee tenders or pays the amount lawfully owed, the Union must notify the Employer in writing and the Employer shall not be required to discharge said employee.
 - F. Neither the Hospital nor the Union shall restrain or coerce any employees in the exercise of their choice of Union membership or Agency Fee status.

2.03 Deduction of Union Dues: An employee covered by this Agreement desiring to become a member of the Union shall do so by executing a written authorization. Upon receipt of such authorization form from an employee, the Hospital shall, pursuant to such authorization, deduct from the wages due the employee each pay period and remit to the union each month the dues and initiation fee fixed by the Union.

The Hospital shall be relieved from making such "check-off" deductions upon (a) termination of employment, (b) transfer to an employment status other than those covered by the Agreement Scope, (c) layoff from work, (d) an unpaid leave of absence or (e) revocation of the check-off authorization in accordance with its terms or with applicable law.

Notwithstanding the foregoing, upon the return of an employee from (a) layoff from work, or (b) an unpaid leave of absence, the Hospital will immediately resume the obligation of making such deductions unless notified by the employee of revocation or of resignation from the Union. Deductions for employees rehired by the Hospital or reinstated in the Union shall require a new written authorization.

By the tenth of each month, the Hospital shall remit to the Union all deductions for dues made from the salary of employees for the preceding month, together with a list of all employees from whom dues have been deducted, the amount deducted and their gross pay.

The Union shall certify the amount of membership dues or agency fees to be paid by employees, whether in the form of initiation fees, periodic monthly dues or fees or authorized assessments, in writing by an authorized Union official.

2.04 Union Representatives: The Union will notify the Hospital of its local employee representatives who are authorized to deal with the Hospital as a collective bargaining representative. The

Union will notify the Hospital in writing of representatives' designation and authority and any change in either.

2.05 **Union Representation Rights:** An employee, upon request, shall have the right to have a Union Representative of his/her choice present during any disciplinary conference or investigational conference which may lead to discipline of the employee being interviewed. If the representative chosen by the employee is not available or will not be available in a reasonable time period then a union representative will be designated by the Union.

2.06 **Union Bulletin Board:** The Hospital shall provide a double glass-enclosed bulletin board to be located outside the cafeteria next to the other bulletin boards. The bulletin board will at all times carry a label, device or notice which clearly identifies it as a Union bulletin board. Each posted Union notice shall be dated and shall carry the signature (or facsimile signature) of a duly authorized Union Representative. The Union agrees to use good judgment in its posting.

2.07 **Union Business:** The Local Union President shall be granted twenty-six (26) days with pay to conduct Union business which do not accrue from year to year. The President shall have the right to designate other union representatives to receive such days in his/her place. The Union will notify the hospital of the names of the Union officers/ reps.

Additionally, unpaid release time, in the amount of two hundred eight (208) hours per year, shall be granted to the Union Chairperson for the purpose of conducting Local Union Business. This time off shall not be assignable to other Union Officers or Representatives. The Union Chairperson shall retain his/her Full Time classification with full benefit entitlement.

Leave of absence without pay for up to twelve (12) months shall be granted to Union officers who gain employment with the Union with rights to renew for up to an additional twelve (12) months. Upon expiration of such leave, the employee shall be entitled to the same position and rights as outlined in Article 9.

2.08 **Union Mailbox:** The Union shall provide a locked mailbox to be mounted by the employer for the exclusive use of the union to be located under or next to the Union bulletin board (mail box dimensions 18" H x 18" W x 7" D).

2.09 **COPE Deductions:** The Hospital upon receipt of an authorized check-off card from the employee shall deduct such amount of moneys authorized for the HPAE Committee on Political Education (HPAE COPE). The amount of money deducted shall be forwarded to the Union no less than one (1) time per month.

3. NURSE PRACTICE ISSUES

3.01 **Labor-Management Committee:** The Union and Hospital agree to the creation of a Labor-Management Committee. There shall be an equal number of participants selected by the Union and the Hospital. There shall be no arbitrary limitation on the number of participants on the committee.

The Labor-Management Committee shall meet once a month for a reasonable time to discuss mutual problems and concerns to the Union and the Hospital. When it becomes necessary to cancel a meeting by either the Union or the Hospital, the party canceling will give at least 24-hour advance notice to the other party. Canceled meetings shall be rescheduled within two (2) weeks, if possible. The Union members shall receive straight time pay for time spent at such meetings. By mutual agreement, compensatory time off instead of pay may be taken.

3.02 **Staff Development:** The Hospital shall provide the following for all employees covered by this Agreement:

- A. Each employee shall be provided with an individualized evidence based orientation built upon existing competencies and the specialty area serving as the home department. The orientation program is under the direction and guidance of the Nursing Education Department. The orientation timeframes are recommendations that may be adjusted based upon the individualized learning needs assessment, request of the employee with the recommendation of the nurse manager, the nurse educator and feedback from the preceptor.
1. Newly graduated registered nurses are provided with up to twelve (12) weeks of orientation unless extenuating circumstances are identified by the Nurse Manager, Nurse Educator, and with input from the Preceptor.
 2. Newly hired experienced registered nurses are generally provided with a four (4)-week orientation.
 3. Registered nurses transferring within the BU to an alternate practice site or level of care will receive an orientation based upon their competency needs assessment.
 4. Per Diems will follow the guidelines above based upon their experience and competency.
 5. A written outline of orientation information and a copy of the Evaluation Form will be given to each employee at the start of the orientation. During the orientation period of all new bargaining unit employees, a representative designated by the Union shall address the new employees about the Union.
 6. During the orientation period, the new RN employee shall be assigned a primary preceptor. Every effort will be made to schedule the new employees with his or her preceptor for the length of the orientation. Every effort will be made to schedule the Float Pool RN new employee with a unit specific preceptor for the length of the orientation on that unit. In addition, the new employee will not be considered in the staffing numbers. An employee transferring to JSUMC into a bargaining unit positions shall be assigned to attend the JSUMC campus specific orientation, including Union orientation.
- B. **Mandatory Education:** Nursing Education programs shall be made available to all shifts during work time in management's discretion either by an actual course or program to take place on a particular shift, by repetition of the program, or by recording of the program given on other shifts.

The manager shall attempt to schedule all required classes when the employee is regularly scheduled to work. An Employee who takes a required class as a regularly scheduled work day will be paid for the hours at the course and may either work the balance of her shift on her unit or use available PTO. Required classes (i.e. PALS, ACLS, BLS, etc.) will be marked on the schedule and be separate and apart from any conference days. All employees who are required to attend these programs on their own

time will be paid at their regular rate, for time spent in such classes, which may be time and one-half. The Hospital shall provide as much notice as practicable if employees will be required to attend courses on their own time. Attendance at such classes will be considered as time worked.

The American Heart Association CPR Course Level “C” shall be offered to all employees at least six (6) times per year for purposes of initial certification and recertification. Attendance at such course shall be paid by the Hospital provided the employee has not let his/her certification lapse, unless said lapse is due to extenuating circumstances.

- C. **Career Opportunity:** Nurses desiring additional education in preparation for job transfers requiring certifications such as telemetry, ACLS, PALS, NALS, TALS, and other similar education programs, shall be permitted to register for said courses and the courses shall be paid by the Employer. Employees will not be paid to attend such programs but may use PTO or request the use of conference day. Course must be taken at Meridian.
- D. **Continuing Education:** An employee may request in writing to their Nurse Manager permission to participate in work-related or educational workshops, seminars, conferences, and/or conventions. Such request shall be forwarded to a centralized staff development budget in Nursing Education for financial approval. Within reasonable limits and where appropriate, the Hospital in its discretion, after evaluating the request may grant such permission, in writing, where attendance at such work-related educational workshops, seminars, conferences, and /or conventions will benefit not only the participating nurse, but also the patient care program at JSUMC.

The Hospital will grant time off without loss of pay at the regular compensation rate including differentials, and when funds are available will grant financial assistance to attend the program. The determination of this shall be at the sole discretion of the Hospital; however, the Employer will make its best efforts to ensure that such time and funds are divided on a fair and equitable basis on all units. If funds are not requested prior to the conference, reimbursement for expenses incurred shall be made within sixty (60) calendar days of the receipt of the request for expense payment and the written report as specified below. All staff must complete a Department of Nursing Education evaluation form within thirty (30) day of the program and a brief overview of the program’s critical content will occur as arranged between the staff member and the Nurse Manager.

The Hospital shall provide to the Union a quarterly report regarding the education expenditures for bargaining unit employees. The report shall include the expenditures for bargaining unit employees for continuing education, the name of all employees who applied for the funding, names and departments of the employees who were approved for the funding to attend conferences, the dates of the conferences and amount dispensed.

Full-time and part-time benefit-eligible employees shall be entitled to at least two (2) conference days and part-time non-benefit-eligible employees shall be entitled to at least one (1) conference days per calendar year (January 1 through December 31).

- E. **National Certification:** The Hospital shall provide advanced reimbursement for the cost of certification exams and renewal fees for recognized National Certifications.

Such fees shall be reimbursed in full upon receipt of the renewal card and proof of payment. An employee obtaining an initial National certification shall be scheduled off to attend preparatory class work as well as be scheduled off to sit for the day of the exam. Employees may use available PTO.

In cases when the employee does not pass the examination, the employee may request permission at that time and will be reimbursed in advance, for one additional exam. When permission is obtained, it is with the understanding that the nurse will register for the next certification exam offered and sign up with the Ann May Center for a tutoring consultation or other approved course. If a tutoring plan is recommended, the employee must meet the obligations of the tutoring plan in order to be paid for the exam.

- F. **Health System Courses:** Nurses selected to attend a course or series of courses, for which the Medical Center pays the cost of the course, as well as the employee's wages during attendance at said course (s), may be obligated to a time commitment not to exceed one (1) year following said course(s). Completion of the course may include clinical experience necessary before the employee is able to adequately function.

Such clinical experience shall be limited to six (6) months period of time. If such employee terminated employment prior to the completion of the time commitment, he/she may be required to repay the cost of the course(s) on a pro-rated basis.

The Medical Center shall not be arbitrary in evaluating extenuating or unforeseen circumstances which may necessitate the nurse's leaving. Disputes with respect to this matter shall be subject to the grievance and arbitration procedure outlined in Article 13 of the Agreement.

- G. "Walk in my Shoes": An RN shall be given the opportunity to work in another department of which he / she has little or no experience, in order to provide the opportunity to grow professionally and to experience a "different kind" of nursing as well as to improve his / her overall communication and understanding between different nursing departments by "Walking in the Shoes" of another RN. The employee will follow another RN for a twelve (12) hour work period. The RN will not have a patient care assignment and will "walk in the Shoes" of his / her colleague. The applicant will apply through the Nursing Education Department for each twelve (12) hour period. It is understood that overall staffing consideration must be considered on both units involved.

3.03 **New Positions:** The Hospital will post all job openings, including turnover positions, for a minimum of seven (7) calendar days prior to filling. Such posting shall appear on the Union Bulletin Board and a copy shall be provided to the Union at the time of the posting. The Hospital shall provide the Union with a complete listing of all job openings available and unfilled on a monthly basis. In addition, the Hospital shall notify the Union within seven (7) days of any turnover positions which the hospital does not intend to post. Turnover positions will be posted within twenty-one (21) days from the notice of the employee's intent to vacate his /her position (terminations and transfers). A report on pending termination shall be presented to the Union during the regular scheduled Labor-Management meetings.

In the event of the regular use of overtime or per diem use on a particular unit (s), the Hospital shall post a comparable classification position. For the purpose of this Article, "regular use" is defined as an employee regularly working the number of hours of a Full-Time or Part-Time employee over a consecutive six (6) month period.

The Employer will provide the Union with the number of budgeted full time, part time, and per diem positions per unit and shift every six (6) months.

3.04 **Staffing**

A. **INTRODUCTION**

1. Consistent with section 3.06, only bargaining unit members so designated by the Union Chairperson or his/her designee shall be authorized to deal with issues concerning wages, hours and working conditions as defined as mandatory subjects of bargaining within meaning of the National Labor Relations Act.
2. In addition, it is agreed that management will not raise or challenge the non-supervisory status of the nurse in the bargaining unit.
3. Jersey Shore University Medical Center and Health Professionals & Allied Employees Local 5058 agree that in any patient care situation, safe quality care is of utmost importance. Nursing practice within Jersey Shore University Medical Center is Patient Centered, always according the patient the highest respect and acknowledging the individual as an informed, discriminating consumer. Care is competent, effective and collaborative. It respects the patient's values, preferences and needs. In the patient centered model, patient acuity and needs drive budget, hours of patient care per patient day, staffing and skill mix.

B. **STAFFING STANDARDS**

The Hospital agrees to maintain a patient acuity system for the purpose of determining the health care needs of patients. The Hospital's current staffing is based upon both census and acuity. The workload for Registered Nurses shall be determined by the needs of the patients according to the patients hours of care as determined by the acuity system or any other validated system after consultation with the union.

1. **Emergency Department Staffing Committee:**

The Union and Hospital agree to continue the Emergency Department Staffing Committee. There shall be an equal number of participants selected by the Union and the Hospital (maximum of 4 each). A representative from the Union and Hospital shall co-chair the committee. The committee will review and address issues of staffing, staffing patterns and patient care delivery models for the purpose of providing quality patient care.

In addition, the following staffing shall apply:

- (a) The ED charge nurse may be required to have a patient care assignment.
- (b) Triage RN is an assignment to provide triage services throughout the ED, including but not limited to patient rooms and overflow areas. Triage is not an assignment to a specific location (internal triage). The minimal triage staffing assignments will be provided as follows:

7 am. to 11 am - 2 RNs,

11am to 11pm. - 3 RNs
11 pm. to 7 am. – 2 RNs

- (c) Pedi ED RN – one (1) triage Pedi RN from 11 am to 11 pm.

Pedi ED triage is an assignment to provide triage services when necessary throughout the Pediatric ED. When triage services are not necessary due to low volume and/or low acuity, the triage RN can and will be utilized throughout the Pediatric ED to provide various patient care services as assigned within the scope of his/her practice.

C. STAFFING PROCEDURES

In addition, in order to ensure that staffing levels are maintained as outlined in this Agreement the Hospital will utilize the following:

- Posting of overtime Section 4.09
- Float pool Sections 6.06 and 7.12
- Critical Shift Bonus Section 7.08
- Weekend Program 24/36 Section 4.06
- Voluntary On Call Section 11.05

D. CRITERIA FOR PATIENT CARE UNITS

In addition to any other provision of this Agreement, the following will apply for all Nursing Units:

1. Management

Nurse Manager:

Selection Process: The nurse manager will be selected through an interview process with the Chief Nurse Executive, Campus Executives, Physician Leadership, Peers and Staff.

Education: The manager will have a minimum of a Bachelor's Degree in Nursing or related field and hold a national certification in the related clinical area or nursing administration.

Characteristics: Experienced, problem solver, clinically and administratively astute, respected by executive leadership, peers, staff and physicians. The manager will have demonstrated the following competencies related to Nursing Leadership:

- Leading
 - Motivating and Influencing Others
 - Managing Vision and Purpose
- Standards and Accountability
 - Clinical Quality Management and Service Orientation
 - Accountability
- Planning and Decision Making
 - Problem Solving and Innovation
 - Initiative
 - Financial Savvy

- Communication
 - Active Listening
 - Clearly articulates message - verbal and written
- Developing People
 - Identify and Recruit Top Talent
 - Developing and Retaining Top Talent
- Building Relationships
 - Showing Support
 - Team Building
- Conflict Prevention and Management

2. **Staff Selection Process**

- (a) Peer Interviewing: Utilization of guidelines from Human Resources

3. **Professional Growth**

- (a) CARE Program:

All full-time and part-time RNs must apply to the “CARE” program within three (3) years of working as an RN. Current RNs with three (3) or more years with the Employer as an RN must apply for advancement. A Candidate who is unsuccessful, must make reasonable efforts to re-apply within one (1) year and each year thereafter until successful.

- (b) National Certification

All staff RNs must take a national certification exam approved by Nursing Education within three (3) years of working. Current RNs with three (3) or more years with the employer as an RN must apply within the year. If a candidate is unsuccessful, he/she must make reasonable efforts take the exam again within one (1) year and at least once a year every year after until successful.

- (c) Bachelor’s Degree:

RNs who are hired into the bargaining unit November 1, 2013 through October 31, 2015 must attain a Bachelor’s of Science in Nursing (BSN) degree within five (5) years as condition of employment. RNs who are hired into the bargaining unit on or after November 1, 2015 must attain a Bachelor’s of Science in Nursing (BSN) degree within three (3) years as a condition of employment.

However, in the event during that five (5) or three (3) year period an employee cannot meet this deadline due to extenuating life events, the employee may seek a reasonable extension of time from a special Bachelors labor / management committee. In addition, the Employer at its discretion may, extend this time frame to ensure continuous operations.

- (d) Special Bachelor’s Degree Labor-Management Committee:

The Special Bachelor’s Degree Labor-Management Committee with equal representation from HPAE Local 5058 and the Hospital shall meet as needed.

The purpose of the committee is to review a bargaining unit RN's request to extend the deadline for obtaining his/her BSN. This committee shall approve/deny the request for extension on a case by case basis.

- (e) All job postings (§ 5.10 A. 1) for a staff RN position shall not have a Bachelor's Degree as minimal educational requirement.
- (f) There will be no discipline or negative affect or be considered a condition for employment for an employee who fails to obtain a CARE level or National Certification

4. **Technology Enhancement**

- (a) There will be an adequate number of computers available for the employees.
- (b) Mobile phones will be supplied to nurses on patient care units as needed.
- (c) Except in a case of intentional mistreatment, employees shall not be responsible for replacements of lost, stolen or damaged equipment.

5. **Staffing**

- (a) Staffing on units will be determined by the Patient Acuity System. The hospital's current staffing is based upon both census and acuity. The workload for Registered Nurses shall be determined by the needs of the patients according to the patients' hours of care as determined by the acuity system or any other validated system after consultation with the union.

Staffing Hours of Care per patient day will be determined by using 5.0 direct hours of care per patient day for type 2 patient.

Specialty Organization recommendations for staffing levels shall be considered.

The Employer recognizes that adequate ancillary assistance, particularly direct patient care provided by Patient Care Technicians ("PCTs") is essential to provide safe, quality patient care. Therefore, priority will be given to maintain PCTs on the unit in a direct care capacity; not including one-to-one patient care assignments.

RN to ancillary ratios will be:

- Medical Surgical 65% RN
- Telemetry / Step Down 75% RN
- Critical Care 90% RN

- (d) Non-bargaining unit employees, Agency Staff either day or contracted, may be utilized on units under the following terms and conditions:
 - i. Bargaining unit positions are posted. If hired staff are oriented and there are no open positions posted, Agency Nurses will not be utilized.
 - ii. Overtime is posted according to the Agreement.

- iii. The Employer will notify the Union when Agency staff or non-bargaining unit employees are in use.
- iv. Non bargaining unit employees which also includes all Agency staff will be clearly marked on the schedule as “AGENCY” and their time will be posted as available on the overtime list.
- v. Bargaining Unit Employees may bump day Agency staff or any other non-bargaining unit employee with 24 hours’ notice or contracted Agency Nurses with 72 hours’ notice.

E. Patient Safety and Satisfaction:

Patient safety and satisfaction are recognized goals of both the Hospital and HPAE. It is acknowledged that patient safety and satisfaction are both negatively impacted as the nurse to patient ratio increases. Therefore, when the nurse to patient assignment is known to reach or exceed safe RN workload, upon notification, the employer, will consider steps such as the following to reduce the work load on the nurse. These measures shall include, but are not limited to:

- Critical shift bonus for employees who come in to work
- Voluntary on call (calling in individuals who have made themselves available to work)
- Use of per diem nurses
- Calling in/obtaining extra PCTs to assist with patient care
- Utilize the float districts and adjust staff accordingly (see 6.06).

F. Staffing Committee

The Union and Hospital agree to maintain a Staffing Committee which will meet at mutually agreed upon times. The Hospital shall schedule conference rooms for a period of one (1) hour for Staffing Committee meetings. The Staffing Committee shall be co-chaired by a representative for the Hospital and Union: 1) Hospital co-chair shall be the CNE or nursing leader authorized to make decisions; and 2) the Union co-chair shall be a Union officer or designee. There shall be an equal number of participants selected by the Union and the Hospital. Others may be invited as needed.

Minutes shall be kept and approved and entered into the labor management meeting record before the start of the next meeting. Canceled meetings shall be rescheduled, if requested by either party, within a reasonable period and before the next regularly scheduled meeting. The Staffing Committee shall be charged with reviewing and addressing issues related to staffing, quality and patient satisfaction in order to identify and develop strategies to improve both.

The Hospital will maintain an electronic “Short Staffing” form accessible to all employees. Short Staffing reports shall serve as a formal mechanism for reporting and tracking real-time staffing action plans to the Union President and designee.

- (a) Review the Patient Acuity System for its validity.
- (b) Develop and approve an on-line survey to evaluate Nurses’ overall satisfaction results with staffing.

The Hospital shall provide the Staffing Committee with the following patient outcomes, as requested:

- Patient satisfaction with nursing care
- Patient satisfaction with Pain Management
- Monthly Patient Satisfaction Reports survey (HCAHPS) broken down by department or unit
- Nosocomial Infection rate
- Patient Falls
- Nosocomial Pressure Ulcer Rate
- “Short Staffing” Reports
- Readmissions rates
- Turnover and vacancy rates
- Work related injuries
- Rapid responses

G. Patient and Family Concerns:

Patient complaints and low survey scores shall be investigated collaboratively with the staff involved in order to develop a course of action. When a difficult situation is identified by staff, a prompt collaborative plan will be developed with the manager and staff in order to address the situation. The issue will also be addressed during the Staffing Committee meeting or other times as mutually agreed. The discussions shall be used to assess the root cause of the complaint, implement interventions, and evaluate effectiveness. This may include setting boundaries with the patient and/or patient’s family and significant others, as well as adjusting work assignments.

H. **Patient Satisfaction Survey / HCAHPS:**

The HCAHPS (Hospital Consumer Assessment of Healthcare Providers and Systems) survey or another patient satisfaction surveys or reports shall be used by the staffing committee to develop ways to improve the scores on each unit which may include additional staffing, change in skill mix, or interpersonal skills of the team. The intent of the surveys/feedback is to improve the patient and family experience.

3.05 **Special Labor/Management Committee**

The Special Labor/Management Committee with equal representation from HPAE Local 5058 and the Hospital shall continue to assess the existing Performance Based Compensation tool.

The Committee shall:

1. Review the Performance Based Criteria Indicators for all units.
2. Develop more specific job-related criteria as part of the Performance Evaluation System.
3. Review the actual results of the Performance Based Compensation tool after each year of its operation and shall make recommended changes for the following year.

Individual managers or supervisors may not add to or alter the criteria or indicators of the tool.

The E-assessment tool implemented for the 2009 evaluations shall remain in effect for the duration of this contract unless changes are mutually agreed upon between the Union and the Employer. The overall performance score shall be calculated using the following percentages:

- The Team Member Competencies shall account for 25% of the overall performance score.
- The Nursing Process Standards and Professional Development shall account for 75% of the overall score
 1. Nursing Process shall account for 75% of the 75%
 2. Professional Development shall account for 25% of the 75%

If performance evaluations are grieved pursuant to Section 22.01(G), they shall first be submitted to the committee for review prior to advancing to the 2nd step of the grievance and arbitration process outlined in the contract. The committee shall consist of three individuals selected by the hospital and three selected by the union.

3.06 Joint Committees:

The Hospital shall have the right to establish joint committees in the workplace that involve bargaining unit employees. The Hospital shall notify the Union when standing committees are established by the Hospital that include bargaining unit staff. This notification shall include the purpose, approximate meeting schedule and bargaining unit staff involved. Joint committee members shall be afforded time during the work day to attend such meetings as approved and pre-scheduled by the Nurse Manager.

Participation in all such joint committees on an employee's scheduled time off shall be voluntary and compensated at the employee's regular compensation rate of pay in accordance with Section 7.07. Such off-duty time shall not count as time worked for overtime calculation. No managerial or non-bargaining unit duties will be assumed by the employee as a result of any decision by a joint committee. Once the Union Chairperson of the local has been notified of the joint committees and members in the first paragraph, the Union shall have the right to designate other bargaining unit members to such joint committees or utilize the existing bargaining unit members of the committees. Bargaining unit member will have an opportunity to co-chair joint committees approved by the Labor / Management committee.

Only bargaining unit members so designated by the Union Chairperson or his/her designee shall be authorized to deal with issues concerning wages, hours and working conditions as defined as mandatory subjects of bargaining within the meaning of the National Labor Relations Act.

3.07 Non-Nursing Duties

The parties recognize that RNs are highly educated professionals whose chief responsibility is patient care. The employer recognizes the importance of minimizing performing non-nursing duties and that the duties normally performed by clerical, housekeeping, transport or maintenance employees be performed by those employees and not RNs.

3.08 STAFFING PERIOPERATIVE DEPARTMENTS: Prep Area; Operating Room (OR); PACU; Endoscopy and ASC

- A. OR Staffing – RNs are not exempt from mutually contributing to non-nursing duties that impact the patient care delivery; specifically, room set up and turnover is a shared responsibility and does not include general housekeeping.
1. The OR will be sufficiently staffed 24/7 in accordance with Association of Operating Room Nurses (“AORN”) guidelines.
 2. OR Night Shift (11 pm. – 7 am.): Night Shift will be staffed with up to two (2) RNs and one (1) surgical scrub.
 3. Main OR Staffing: Weekend Staff (12 hour shifts: 7am-7pm and 7pm-7am)
 - (a) Day shift: The OR will be staffed with up to two (2) RNs and two (2) surgical scrubs.
 - (b) Night shift: The OR will be staffed with up to two (2) RNs and one (1) surgical scrub.
 4. Weekend rotation: RNs shall be assigned weekend day shifts on a rotating basis in exchange for a weekday shift (Cardiac OR Team excluded). Staff hours and shifts shall be adjusted to reflect weekend staffing needs: Saturday and Sunday, 7am- 7pm:
 - (a) Ten (10) hour day shift staff shall be scheduled for one (1) eight (8) hour day shifts and two (2) ten (10) hour day shifts the week before and after their weekend assignment.
 5. Per diems (Operating Room Only)
 - (a) Per diems shall be required to work eight (8) shifts per quarter including two (2) weekend shifts.
 6. Cardiac and Main OR staffing: On-call Coverage
 - (a) Staff will be assigned to either the Cardiac or Main OR on-call teams (these teams are not interchangeable).
 - (b) Each OR on-call team will be staffed with one (1) RN and one (1) surgical scrub.
 - (c) In the event that an ongoing case needs to be completed beyond the scheduled shift, the on-call team will be called in first (at least 30 minutes prior to the end of the shift). At that time, the on-call team may ask the nurse participating in the case if she/he would volunteer to say and finish the case. If she / he volunteers to stay she /he will be paid as usual. If the nurse in the case does not volunteer, then the scheduled on call team will be notified to come in. Staff members who are on the hospital premises upon the start of their “on-call” duty shall be paid on call as per section 11.05 for time worked.
 - (d) Employees who call out of mandatory on-call will be required to secure their own coverage. Three (3) or more call outs of mandatory on-call without secured

coverage within a sliding twelve (12) month period may be subject to the disciplinary process.

- (e) OR Weekday On-call (shift and hours vary):
 - i. On-call assignments will be equally divided among all trained staff.
 - ii. An on-call log shall be maintained.
- (f) OR Weekend On-call Coverage
 - i. Weekend on-call coverage shall be assigned to all trained staff on a rotational basis.
 - ii. The “Main OR call” team may be called to provide meal breaks for regular weekend staff in the event that a high volume of cases prevents the ability to take a meal break.
- (g) OR Holiday In-House Assignment (12 hour in-house) shifts.
 - i. Staff hours and shifts shall be adjusted to reflect holiday scheduling needs.
 - ii. This team will be staffed based on OR case volume and needs, normally up to two (2) RN and two (2) Surgical Scrub. The Hospital may have need, on occasion, to staff more teams for Holiday In-House Assignment. The Union will be notified prior to change in schedule.
 - iii. Holiday In-House Assignment shall be assigned for the six contract recognized holidays.
 - iv. Part-time non-benefit-eligible employees are exempt from In-House Assignments on holidays
 - v. Holiday assignments shall be equally divided among all staff. In situations where holiday time is unequal, the remaining holiday time will be assigned in order of reverse seniority on a rotating basis.
 - vi. A holiday log will be kept.
 - vii. The holiday schedule will be posted as per contract.
- (h) OR Holiday On-call: for Cardiac (24 hour shifts) and Main OR (12 hour shifts):
 - i. Holiday On-call assignments shall be equally divided among all staff. In situations when holiday time is unequal, the extra on-call will be assigned in order of reverse seniority on a rotating basis.
 - ii. A holiday on- call log will be kept.

- iii. Holiday On-call shall be assigned for the six (6) contract recognized holidays plus Christmas Eve and New Year's Eve.
- iv. Christmas Eve and New Year's Eve will be assigned to both Cardiac and Main OR call teams for a twelve (12) hour shift of 7pm - 7am.
- v. The actual holiday day will be assigned to both Cardiac and Main OR call team.
- vi. The holiday schedule will be posted as per contract.
- (i) Paid sleep time as per section 7.05
- (j) Contracted Agency in the OR

A contracted agency nurse shall not be required to work weekends, holidays or on-call within the first ninety (90) days of employment. Weekends, holidays, and on-call shall be required for any agency nurse whose contract is extended beyond ninety (90) days or said agency nurse accepts a contract in the future. Agency RNs shall not have sole responsibility or in-charge responsibility in the OR.

B. PACU Staffing

- 1. PACU Weekdays: The PACU will be sufficiently staffed 24/7 week days as per the American Society of PeriAnesthesia Nurses ("ASPAN") standards.
- 2. PACU On-call:

In the event that an ongoing case needs to be completed beyond the scheduled shift in the operating room or the PACU, the on-call team will be called in first (at least 30 minutes prior to the end of the shift). At that time, the on-call team may ask the nurse participating in the case if she/he would volunteer to stay and finish the case. If they volunteer to stay, they will be paid as usual. If the nurse in the case does not volunteer, then the scheduled on-call team will be notified to come in. Staff members who are on the hospital premises upon the start of their "on-call" duty shall be paid on call as per Section 11.05 for time worked.

 - (a) PACU Weekend On-Call: PACU week-end call will be rotated and assigned as per ASPAN standards.
 - i. Each PACU on-call team will be staffed with two (2) RNs.
 - (b) PACU Holiday On-Call: (12 hour shifts: 7am-7pm and 7pm-7am)
 - i. Holiday On-call assignments shall be equally divided among all staff. In situations when holiday time is unequal, the extra on-call will be assigned in order of reverse seniority on a rotating basis.
 - ii. A holiday on-call log will be kept.

- iii. Holiday On-call shall be assigned for the six contract recognized holidays plus Christmas eve and New Year's Eve.
- iv. The holiday schedule will be posted as per contract.

- C. Surgical Prep Weekend Rotation (Saturday and Sunday)
- D. In the event the Hospital needs to make changes to the staffing, schedule, hours or call schedule in the Perioperative Departments, the Hospital will notify the Union in writing, 30 days prior to proposed changes and will bargain over the effects which shall include all Perioperative Departments.

4. EMPLOYEE CLASSIFICATIONS

4.01 **Full Time:** An employee who is employed on a regular basis to work at least thirty-six (36) hours per week.

4.02 **Part-Time Benefit-Eligible:** An employee who is employed on a regular basis to work twenty (20) to 35.99 hours per week.

4.03 **Part-Time Non-Benefit-Eligible:** An employee who is employed on a regular basis to work less than twenty (20) hours per week.

4.04 **Per Diem:** An employee who is employed as needed by the Hospital and subject to the employee's availability with no guarantee of hours. Such employee shall be part of the bargaining unit and as such be entitled to seniority and all rights and benefits as outlined in the Agreement.

Guidelines for Per Diems:

1. Per Diems shall be required to work ninety-six (96) hours/quarter, inclusive of twenty-four (24) hours on weekends in departments that are open on the weekend. The weekend worked does not have to be consecutive days but must be a minimum of an 8-hour shift. A per diem who does not work the required ninety-six (96) hours within a ninety (90) day period shall be terminated from employment.
2. Per diems may not participate in the CARE Program.
3. Per Diems may each sign up for available time to a maximum of four (4) posted shifts during the Pre-Posting period first week of pre-posting period. Following that period of time, a per diem may sign up for additional time in the 'open shift' period.
4. When extra shifts are available that would place a Per Diem employee in a premium pay situation of time and one-half (1 1/2), preference for scheduling shall be given to Full-Time, Part-Time Benefit-Eligible and Part-Time Non-Benefit-Eligible employees over Per Diem employees, seniority notwithstanding.
5. Per Diems are required to fulfill their requirements in their home cost center, not including coverage for PTO. Per Diems may not sign up to work in more than one (1) unit on the same day for the same shift.

6. Per Diem employees must meet all requirements for the position prior to signing up for time, including all certifications needed to perform the job (ACLS, PALS, NALS, telemetry, etc.). The Hospital agrees to pay for recertification for Per Diem employees already working in the particular unit.
7. Per Diems may be pre-scheduled only to provide coverage for a Full-Time, Part-Time Benefit-Eligible or Part-Time Non-Benefit-Eligible employee for PTO and Holidays.
8. Per Diems may be pre-scheduled according to article 4.05
9. Per Diems who are holding positions in departments, which are closed on the weekends and have call requirements, will be required to work two (2) call shifts per quarter on a weekend which must be a minimum of an eight (8) hour call shift. Such time will count as a shift worked towards their requirement, consistent with department requirements.
10. Per Diem employees who cancel or call out less than 48 hours prior to their scheduled shift shall receive a level one disciplinary notice for more than 1 cancellation per quarter. In the event of a cancellation, the employee who next signed up to work the shift shall be given first choice to work. Cancellation of an extra shift shall not be considered an unscheduled absence.
11. Per Diem employees who cancel or call out greater than 48 hours prior to their scheduled shift will lose the right to sign up for open shifts for the next posted schedule (4 weeks) after four (4) cancellations in one posted schedule. The next schedule for the purpose of this language, is defined as the next posted schedule.

4.05 **Temporary Employees:** An employee who is employed full time or part time for a limited period of time, no greater than six (6) months in any calendar year.

Usage and Limitations: Temporary employees shall be used only in cases where such usage will augment existing staffing situations. Such use of temporary employees will be further limited to coverage for employees who are on a leave of absence. In addition, based on the operational needs of a department/unit:

- A. A Per Diem RN may accept a temporary position for a period of six (6) months or less.
- B. The Per Diem RN accepting a temporary position will be required to meet all requirements of the position (i.e. weekend requirements, on-call etc.)
- C. A Per Diem in a temporary position will be considered a Core Staff Resource for the purpose of department/unit assignment.
- D. The Per Diems accepting a temporary position will be paid at their current rate of pay. Per Diems shall return to their former position/classification once the assignment has ended.
- E. Prior to a temporary position being offered/accepted by a Per Diem RN, it will be reviewed and approved by the Chief Nurse Executive.

4.06 Weekend Program - 24 for 36

In order to promote staff recruitment and retention and as an aid to fill vacancies on various units on weekends, the Hospital may implement a program for twelve (12) hour shifts on weekends (24 for 36).

The Hospital will define specific floating districts and shift hours as it deems appropriate to target areas and times needed to supplement staffing on the weekends.

Such positions shall be posted and filled according to the current bargaining unit agreement. In addition,

1. For the purpose of this Section 4.06, a weekend is defined as the time period from 7:00 p.m. Friday night to 7:00 a.m. Monday morning.
2. An RN is required to work two (2) twelve and one-half (12 1/2) hour shifts (7:00am-7:30pm or 7:00pm-7:30am) during the weekend as defined in #1 on days or nights or a combination.
3. The RN is to work every weekend but may have four (4) scheduled weekend shifts off every six (6) months. The RN may not take both Christmas and New Year's weekend off within an eight (8) day period.
4. RNs who work 24 hours/weekend will be paid for 36 hours. Such employees will receive Full-Time insurance benefits, but will not receive paid time off such as PTO, holiday, etc. Employees entering this 24/36 program will be paid out for accrued PTO time. ESL balances will be frozen.
5. RNs who work the 24/36 program will be transferred to that status at their current hourly rate of pay and will be eligible to receive merit increases.
6. RNs will be paid for 36 hours only if both 12-hour shifts are worked as scheduled. If absent for a scheduled shift, the employee will only be paid for actual hours worked.
7. Unplanned absences will be subject to the disciplinary procedure for such.
8. RNs participating in this 24/36 program will receive, if applicable, shift, charge and CARE differentials.
9. If the RN works additional shifts during the week, the RN is entitled to base rate for all hours actually worked up to 40 hours worked/week, then the employee is eligible for overtime payments. RNs will receive the additional compensation of \$10/hour for extra shifts worked as long as the policy is in effect.
10. This 24/36 program may be ended at any time at the sole discretion of the Hospital with sixty (60) days' notice to the affected employees in the program.

11. If the decision is made to end the 24/36 program, the RN will be given the option to return to their former classification, position and shift or convert to a regular twelve - hour position.
12. RNs participating in this 24/36 program will be excluded from on-call requirements.

4.07 **Probationary Period:** Not withstanding any other contract language,

- A. Newly hired full-time and part-time employees, hired into the bargaining unit, shall be considered probationary for a period of ninety (90) calendar days. Per Diem employees shall be considered probationary for a period of one hundred twenty (120) days. An employee's probationary period may be extended for an additional thirty (30) calendar days upon notice to the Union, when it is determined by the Hospital to be needed to properly evaluate the employee's ability to perform work and satisfy the responsibilities of his/her position.
- B. During or at the end of the probationary period (and any extension thereto), the Employer may discipline or discharge an employee at will and such discharges shall not be subject to the grievance provisions of this Agreement. The Hospital need not state a reason for the discharge.
- C. Probationary employees will be eligible to receive benefits during the probationary period unless a specific benefit requires a different waiting period before eligibility begins. Employees shall receive credit for seniority back to their first day of unbroken employment retroactively, upon completion of their probationary period.
- D. Probationary employees are not normally eligible to receive any wage increases which become effective during their probationary period.
- E. Employees working in critical care areas on the following units shall be on probation, for orientation purposes only, for an additional ninety (90) days: Surgical and Medical Intensive Care, Neonatal Intensive Care, Operating Room, Emergency Dept. and Pediatric Intensive Care.
- F. Employees shall receive a performance appraisal at the completion of their probationary period. Employees shall be entitled to a copy.

4.08 **Personnel Files:** Employees are responsible for reporting changes in personal data via self service.

Internal Requests:

Current employees requiring specific information relevant to the performance of their job will be permitted access to documents in their personnel file, as permitted by law. Employment records may be viewed by employees upon request and in the presence of a Human Resources Department representative. In the event employees believe their records have incorrect or incomplete information, they may submit a written response or explanation which will be included in the file. No record of any disciplinary action shall be placed in an employee's file without their knowledge. Employees who are actively employed can

request copies of any document in their file, as permitted by law. Such copies will be made at a cost of \$.25 per page.

All written memoranda of conferences and/or disciplinary actions shall remain in the team member's file but shall not be used for purposes of progressive discipline in accordance with the Guidelines for Cooperation and Discipline once twelve (12) months have elapsed from the date of the last warning (Level 1 infraction), except for suspensions which are sustained.

External Requests:

Verification or release of personal employee information to outside sources may be supplied only if authorized in writing by the team member (i.e., mortgages), required by a valid legal process (i.e., court order or subpoena), or requested on an emergency basis by law enforcement officials. With respect to job reference requests, responses to such inquiries will confirm only dates of employment, job title, and verification of salary. Reporting of information on clinical team members is subject to guidelines outlined by the Health Care Professional Responsibility and Reporting Enhancement Act (HCPREA).

4.09 **Bargaining Unit Work Preference:**

A. **Available Work Time.**

All available work time, assignments and scheduling shall be offered to bargaining unit employees which includes all shifts for day or contracted agency nurses before being offered to non-bargaining unit employees during the Pre-posting period.

Thereafter, the hospital will assign shifts to available personnel. However, Bargaining Unit Employees may bump day Agency staff or any other non-bargaining unit employee with twenty-four (24) hours' notice or a contracted Agency Nurse with seventy-two (72) hours' notice given to the nurse Manager and that it does not result in a sleep-day situation.

In areas where subcontracting occurs due to a critical shortage (i.e., Operating Room), the choice of hours of work for a specific schedule shall be offered first to bargaining unit employees.

Contracted Agency nurses shall be required to work weekends, holidays and shall have the same scheduling requirements as bargaining unit employees. In addition, before subcontracting, the hospital will post a temporary position. In the event an agency nurse is being utilized for six (6) months on a particular unit and shift, the hospital shall post a comparable classification position.

B. **Smart Square Scheduling Program**

Smart Square is our electronic scheduling program. All Smart Square schedules will be dated upon posting, and will remain posted until the end of the schedule. The Employer shall provide a mechanism for staff to view who bid for extra shifts, the BU seniority dates, and who was granted the shift.

Only Bargaining Unit Employees are permitted to sign up via Smart Square-for extra or overtime shifts.

The schedule period timeline for the duration of this contract is attached as Appendix G.

The Pre-posting and Open Shifts shall be dated upon posting and saved for a period of no less than three months. Upon request, the Union shall receive a hardcopy of all units' extra shift postings. This report shall be referred to as the "Extra Shift Report." In addition, the Union, upon request, shall receive hardcopies of the "Extra Shift Reports" and the final shift approvals up to 3 months prior to request.

Available time will be posted in Smart Square for each nursing unit based upon average daily census and acuity needs at the time the regular work schedule is posted. Bargaining unit employees shall have the right to sign up for said available time via the Smart Square program.

Pre-Posting Period (formerly known as Original Needs List)

1. Per Diems may each sign up for available time to a maximum of four (4) posted shifts.
2. Employees may bump during the Pre-posting period.
3. An employee who signs up for all of the posted shift shall have preference over an employee only signing up for a partial shift, during the Pre-posting period, seniority notwithstanding
4. When two (2) or more bargaining unit employees sign up for the same time, bargaining unit seniority shall prevail, with the exception noted above.
5. The nurse manager will approve shifts by order of seniority at the end of the Pre-posting period with the exception noted above in #3. Shifts approved during this period shall be referred to as the Pre-Posting" shifts.

"Open Shift" Program (formerly known as Additional Needs List)

1. After the Pre-Posting period ends, extra shifts shall be approved on a "first come, first served basis" based on the date and time of sign-up.
 2. Shifts approved at this time are part of the "Open Shift" Program.
 3. When employees commit to a shift, they are approved in real-time through Smart Square.
 4. All employees who are confirmed through the Open-Shift Program are unassigned contingency staff. Staff will be advised of their assignment when staffing plans are finalized.
- (a) All med/surg/telemetry nurses have the below deployment districts in their profiles for open shift purposes only.

Deployment Districts	RN may only be deployed within their districts for open shift purposes only
Med Surg	Booker 3, Brennan 5, Brennan 6, Ackerman 5 South (overflow unit)*

Telemetry	Meh 5, Meh 6, Meh 7, NW 2, NW 5, NW 6*
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*In order to be eligible to receive the open shift bonus, nurses must have at least 3 of the listed units in their profile.

5. Per Diems may sign up for additional shifts at this time.

C. Agency Nurses

All shifts that agency nurses are working either per day or subcontracted shall be clearly marked on the scheduled as “Agency.” Agency Nurses shall not be scheduled during pre-posting period. Agency nurses shall be pulled or reassigned before bargaining unit employees.

D. Cancellation of Extra Shifts by Hospital

Hospital cancellation of scheduled extra shifts for all bargaining unit employees (including all shifts for per diems) shall be notification of a minimum of one and a half (1 1/2) hours in advance of the scheduled shift or payment to said employee for the full shift. The Employer will attempt to leave a message of cancellation for employees not at home.

Employees are responsible to check messages for cancellation of their shift or call the unit if away from home prior to the start of their shift. It’s the employees’ responsibility to make reasonable efforts for insuring that current contact information (i.e., phone number) is up-to-date with the Employer.

Cancellation on the particular unit will be in the following order:

1. All non-bargaining unit employees, including Non-contracted Agency and all extra shifts for contracted agency nurses;
2. Open Shifts with incentives in order of reverse seniority.
3. Per Diem in Overtime seniority not withstanding;
4. Pre -Posting program: Full Time, Part Time or Per Diem and Pre-scheduled PD** in order of reverse seniority;
5. PTO request previously denied shall be offered and may be taken upon mutual agreement.

**Per Diems holding temporary positions (§ 4.06) will be treated as Core Staff.

E. Cancellation of Extra Shiftsby Employee

Regular employees, Full-Time and Part-Time, who call out less than 48 hours in cancelling overtime or extra scheduled shifts, shall receive a level one disciplinary notice for more than 1 cancellation per quarter. In the event of a cancelation, the employee who next signed up to work the shift shall be given the first choice to work. Cancellations of extra shifts shall not be considered unscheduled absence.

Regular employees, Full-Time and Part-Time who call out greater than 48 hours in cancelling overtime or extra shifts, shall lose the right to sign up for overtime or extra shifts for the next schedule

after four (4) cancellations in one posted schedule (4 weeks). The next schedule for the purpose of this language, is defined as the next posted schedule.

5. SENIORITY

5.01 **Definition:** Bargaining unit seniority is defined as the length of time an employee has been continuously employed in any capacity in the bargaining unit and shall be computed retroactive to his/her last date of hire. All time spent as a per diem employee shall be considered as bargaining unit work for the purpose of determining an employee's seniority.

Seniority for a per diem employee will begin effective December 1, 1988.

5.02 **Accrual:** Seniority shall continue to accrue for up to three (3) months of a continuous leave of absence and shall accrue for the entire duration of a layoff.

5.03 **Maintenance:** All accrued seniority shall be maintained for the entire length of a leave of absence and layoff.

5.04 **Loss:** Employee shall lose seniority if the employee:

- A. Terminates voluntarily,
- B. Is terminated for cause,
- C. Fails to return as scheduled from an official leave of absence,
- D. Has left bargaining unit status,
- E. Is laid off for a period in excess of twelve (12) consecutive months,
- F. Fails to notify the Hospital of intention to return to work within five (5) calendar days of notice of recall or fails to return to work within fourteen (14) calendar days after the Hospital has sent notice to him/her to return, by letter or telegram to the last address furnished to the Hospital by the employee unless the employee has valid reason for inability to respond,
- G. In cases of emergency, the employer may require laid off employees to return to work within twenty-four (24) hours of notice of recall and any employee failing to return shall lose all seniority and rights under this contract unless the employee has a valid reason for inability to respond.

5.05 **Application:** Seniority shall apply in the computation and determination of eligibility for all benefits where length of service is a factor pursuant to this Agreement. Lay-off, recall, PTO scheduling, holiday scheduling and an authorized leave of absence will be determined by seniority.

Full time employees will be given preference over part time employees of equal seniority. In emergency situations, seniority will be waived when granting a leave of absence.

5.06 **Layoff/Reduction of Hours:**

- A. In cases where circumstances necessitate a layoff of employees or reduction of hours, the Hospital shall notify the Union in writing specifying the positions to be

affected. The Hospital shall make every reasonable effort to avoid layoffs or reductions.

Should layoff or reduction of hours be necessary, the anticipated length and reasons for such shall be sent to the Union. Such notification shall be given as soon as possible. As permitted by law, a minimum layoff notice of seven (7) calendar days shall be provided to the Union, the employees affected, and those who might be affected except in cases of an unplanned layoff.

An unplanned layoff shall be defined as a layoff necessitated by circumstances which the hospital could not have reasonably foreseen. In order for a layoff or reduction to be necessary, the Hospital must show economic justification or a change in the level or nature of patient care to be provided.

- B. At the request of the Union, the Hospital and the Union shall meet to discuss the layoff or reduction and explore alternatives prior to implementation, and in an unplanned layoff, only if practicable. Discussions shall include job sharing and voluntary reduction of hours.
- C. In case of a layoff in a particular patient care area, layoff shall be by bargaining unit seniority in the particular jobs to be affected provided the remaining employees have the skill, ability and experience to perform the remaining available work. The Hospital may not be arbitrary in evaluating the skill, ability and experience of the employees to perform the remaining available work.
- D. In case of a layoff, the following procedure shall be applied to affected Employees in order of bargaining unit seniority:
 - 1. The Employer will first seek volunteers to be laid off. If there are no volunteers, then,
 - 2. The most senior employee shall be offered all vacant positions on all shifts and in all classifications. If the employee does not choose one of these positions, then,
 - 3. The most senior employee shall be offered the vacant position in the same classification and same shift. If the employee refuses such position then the employee will be deemed to have terminated employment. If no such comparable position is available, then,
 - 4. The most senior employee has the choice of such comparable positions held by volunteers, temporary employees or per diem employees. If the employee refuses to bump, the employee waives his/her bumping rights.

If no comparable position is available, then,

- 1. The most senior employee may bump the least senior employee on the same shift, in the same classification. If there is no senior employee on the same shift and in the same classification, then,
- 2. The most senior employee may bump the least senior employee on the other shifts in the same classification. If the employee chooses not to bump, the employee will be deemed to have waived their bumping rights

and will be placed on layoff status, or they may convert to per diem classification.

3. An employee affected by layoff under the provisions of this section who chooses not to bump may convert to per diem classification at any time during the year following his or her layoff.
- E. Along with the minimum of seven (7) calendar days' notice to the union, affected employees and those who may be affected by a layoff, the Hospital will send the list of all vacant positions and entitled positions based upon the procedure outlined in (D). Response from the most senior employee is due by the end of the seven (7) calendar days after receipt of options. If more than one (1) employee is affected, each will take their turn in order of seniority in exercising bumping rights within twenty-four (24) hours of notice of options after the receipt or the response of the next more senior employee.
- F. Under circumstances where a reduction of hours of one (1) shift per week or more is necessary, the layoff provision shall apply. Under circumstances where a reduction of hours of less than one (1) shift per week is necessary, the Hospital will first attempt to apply necessary reductions on a Hospital wide basis, if possible, before impacting on individual units. The impact shall be applied to employees in the following order affecting the least senior first in the areas to be affected.
1. Volunteers/Agency Nurses
 2. Temporary Employees
 3. Per Diem Employees
 4. Part-Time Non-Benefit-Eligible Employees
 5. Part-Time Benefit-Eligible Employees
 6. Full-Time Employees

If there is such a reduction of hours, there shall be no change in the classification of the employees.

- G. Any employee who is placed on layoff or whose hours have been reduced shall be entitled to any and all vacant positions based on bargaining unit seniority that they have the skill and ability to perform.

In the event the former or comparable position becomes available, such employee shall have first preference in filling such position on the basis of seniority.

- H. **Medical / Dental** Benefits shall accrue for up to six (6) months on a layoff. Seniority shall accrue for the full length of a layoff.
- I. **Severance Pay.**

1. In exchange for executing the Employer's separation and general release, Employees with one (1) or more years of continuous service who are laid off shall receive one (1) week's pay for each year of continuous service with the Hospital to a maximum of twelve (12) weeks.
2. In exchange for executing the Employer's separation and general release, current employees with twenty-five (25) or more years continuous service as of January 1, 2019, shall receive one (1) week's pay for each year of continuous service with the Hospital.
3. The content of the separation and general release will be subject to effects bargaining.
4. Employees who accept severance pay waive their rights to recall under this section.

5.07 **Recall:** Recall shall be in the reverse order of the foregoing. The Hospital shall maintain a list of employees on layoff status and shall notify the most senior qualified employee, by certified mail, when an appropriate vacancy occurs.

It shall be the employee's obligation to keep the Hospital informed of his/her current mailing address. The Hospital's obligations as defined in this section shall cease if the employee refuses to accept an offer to return if that offer is to a position in the same classification and shift or if the employee fails to keep the Hospital informed of his/her current address or if the employee fails to return to work on the date agreed upon with the hospital, except for cause.

It shall be the employee's obligation to confirm acceptance or rejection of an offer to work within five (5) working days of receipt of the offer. Such confirmation shall be postmarked or received by certified mail or hand delivered within the above specified time limits.

5.08 **Superseniority:** Superseniority shall be accorded to ten (10) designated Union representatives for the purpose of layoff and recall only.

5.09 **Seniority Lists:** The Employer shall compute and post seniority lists on a quarterly basis: January 1, April 1, July 1 and October 1. Copies of the seniority lists shall be posted on each nursing unit. The nursing unit lists shall specify those employees, including per diems, assigned to the particular unit. A master seniority list, containing all bargaining unit employees shall be posted in the Nursing office and given to the Union for posting on the Union bulletin board.

5.10 **Posting of Positions and Transfers:**

In the event the Hospital intends to fill a bargaining unit (BU) job including Per Diem position or create a new job, which would be applicable to the bargaining unit, the Hospital shall post notice of such available position and employees may apply for such positions as follows:

- A. Via the on-line talent management system, <https://internal-hackensackmeridianhealth.icims.com>, by completing an online transfer application. New job postings, transfers and open positions shall be sent to the union in a monthly report. In addition, the posted positions shall include:

1. The minimum educational and clinical requirements, (also see section 3.04 D 3(c))
2. Hours of work, which shall be posted as days, evening or nights and,
3. Other requirements for the position such as on-call or weekend obligation
4. Required credentials and necessary experience for posted positions shall not be arbitrarily changed.

The Hospital agrees to post vacancies as soon as they are anticipated. An employee (including those who are on leave of absence or who are ill) desiring to apply for positions shall notify the nurse recruiter via electronic transfer application.

Provided applications have been received, the Hospital will make every reasonable effort to activate the interview process once the job has been posted and to select a candidate within fourteen (14) calendar days from the expiration of the seven (7) day posting period.

The position will be posted internally for seven (7) days. The Hospital shall give first consideration to all bargaining unit employees applying for the position and may then consider other persons. Effective no later than December 1, 2013, the department manager shall interview the three most senior BU employees applying for the position within two (2) weeks after the seven (7) day posting period. In the event that the offer is not extended to one (1) of the top three (3) applicants, interviews will continue in seniority order. All employees who applied for the position shall be given notice as to the status of their application and whether or not they will be interviewed within the two (2) weeks after the seven (7) day posting.

In the event there's no difference in the ability of one (1) or more such applicants to perform that work, the Hospital shall award that position to the bargaining unit employee with the greatest bargaining unit seniority.

Bargaining unit employees with equal qualifications and ability shall be given preference over persons not already in the bargaining unit in the selection process. Before a job offer is made to a non-bargaining unit applicant the employer shall notify the union and will meet within forty-eight (48) hours if requested.

Once an employee has been granted the position, generally, the maximum period that an employee may be retained in the current position is four (4) weeks unless mutually agreed upon for extension beyond that period.

In the event there is no qualified applicant for the position within 30 days from the day of posting, then the employer shall award the position to any other interested BU employee who has achieved the level of CARE Scholar, is nationally certified, and has a performance evaluation score of 2.5 or greater in the most recent evaluation and no current progressive disciplines. The Employer will provide the necessary training. In the event there are two or more similarly situated employees, the employee with the most BU seniority shall be given the position.

Employees not selected for the open position shall be given, upon their request, the reasons in writing.

- B. The successful applicant for the position, if a bargaining unit employee, must perform the job to the satisfaction of the Hospital within ninety (90) calendar days after the date such position has been filled. All appropriate classes, courses and educational opportunities shall be offered to the transferring employee so they successfully fulfill the job requirements for the new position.

Failure to perform duties which are unique to the new position shall not result in discipline, however, the employee shall be returned to his/her former position. Should the employee so desire, the employee may return to the employee's former position within the same time period or may choose to apply for other available positions. If the employee's former position is not available, a comparable position (same shift, same number of hours per week, same rate of pay as former position) shall be provided. The employee shall have the first preference for the former position when it next becomes available.

- C. In the event a posted position remains unfilled for a period of forty-five (45) days due to required "specialty skills" (i.e., OR experience, Cath lab experience and the like) not being met or if there were no applicants for the position, then the position will be reposted with the offer to provide training.
- D. Classification change
 - 1. Full-time, part-time benefit-eligible and part-time non-benefit-eligible employees may change (swap) their shifts and / or classification within their units without a position being posted with management's approval. Such a request shall not be unreasonably denied. For example, a Full-Time employee who wants to change his / her classification to a part-time non-benefit-eligible and a part-time non-benefit-eligible employee who wants to change to a full-time employee would switch or swap their positions resulting in an even exchange.
 - 2. In order for employees to be eligible for such an exchange within their department, the employees must have successfully completed their 90-day probationary period.
 - 3. In the event of multiple applicants within the unit, bargaining unit seniority shall prevail.

5.11 **Transfer to Per Diem Classification:**

Employees who have special extraordinary circumstances including extraordinary health and family care issues, may be moved to per diem classification without a position being posted.

Such request to move shall not be denied arbitrarily or capriciously and the Union shall be notified of any transfer to per diem classification without the position being posted.

6. WORK TIME

6.01 **Normal Work Day:** For the purposes of determining application of an employee's regular compensation rate, an employee's normal work day shall be eight (8), ten (10) or twelve (12) consecutive hours including work-breaks but excluding a one-half (1/2) hour unpaid scheduled meal period.

6.02 Normal Work Week: For the purpose of determining application of an employee's regular compensation rate, a full time employee's normal work week will be forty (40) hours including paid work-breaks but excluding daily one-half (1/2) hour unpaid scheduled meal periods, in five work days and the employee will have two (2) days off each week.

The workweek begins at 12:00 midnight on Sunday and ends 11:59 p.m. Saturday.

Any employee currently working three 12 hour shifts and an extra 8 hour shift shall continue that schedule until they opt out.

Employees who work three (3) twelve (12) hour shifts per week will be treated as full time employees for the purpose of benefits (i.e., health insurance, holidays, retirement and tuition reimbursement).

6.03 Work Schedules:

Smart Square: Smart Square will be the electronic scheduling program effective with the "Schedule Period Start Date" of January 3, 2016. The initial units to be covered will be the Emergency Services and inpatient units. The following definitions shall apply as it relates to Core and Contingency Staff Resources:

"Core Staff" Resources: Full-time, part-time benefit-eligible, part-time non-benefit-eligible and per diem employees (excluding Float Pool) working within their budgeted FTE commitment in their assigned work area.

"Contingency (Flexible) Staff" Resources: ALL Float Pool employees (regular or Per Diem), ALL employees working above their budgeted FTE or into Overtime, ALL employees working a shift selected via the Open Shift program, ALL Per Diem employees (unit based or float pool), and ALL agency resources.

The Hospital shall post a four (4) week schedule of each employee's CORE assignment not less than two (2) weeks in advance of the start of the schedule. The final CORE assignment corresponds with the date listed in the chart above for the "End Balancing Schedule."

Such schedule shall be maintained until it is superseded by a new schedule or changed by the Hospital in an effort to maintain safe and quality levels of patient care. The Hospital shall exhaust all reasonable means of providing coverage before altering a posted schedule.

Never the less, such schedules shall not be altered without first seeking volunteers to provide needed coverage or changes, and without first discussing such changes and alternate suggestions with the affected employees. Such procedure with regard to volunteers and discussions shall also apply to alterations of established weekend cycles.

Where there are choices to be made the least senior employee shall be the first to be affected. Four (4) weeks' notice shall be given prior to any changes in the weekend schedule.

Time requests submitted for un-posted time shall not be unreasonably denied. Time requests for changes in posted time shall be granted whenever feasible. Swapping of time for posted schedules shall not be denied so long as the replacement has equivalent skills and qualifications and does not result in overtime payment or compensation for extra shift worked. Changes shall be authorized by the employee's immediate supervisor or the Nursing Resource Office.

In the event a request for benefit time is denied, an employee who then secures their own coverage will not be denied the time so long as the replacement has equivalent skills and qualifications and does not result in overtime payment.

The current practice of bargaining unit personnel being granted vacation or benefit time independent of requests by non-bargaining unit personnel shall continue.

6.04 **Weekend Work:** Every reasonable effort will be made to ensure that an employee who works on a unit or department that is open on weekends shall be off every other weekend.

Part-time non-benefit-eligible employees shall be required to work only one (1) weekend in a four (4) week period.

Employees who work greater than every other weekend shall be compensated at time and one-half (1 1/2) their regular compensation rate for all time worked on the extra weekend unless employees are hired to work more than every other weekend. Should an employee opt to swap week-day for a weekend shift with another employee then no payment will be made for extra weekend worked. This will not apply when the Manager requests that an employee swaps week-day for a weekend shift.

Employees who work in units or departments that are not open on weekends shall not be required to work weekends unless the Hospital determines that such units or departments shall be open weekends.

A weekend off shall be defined as Saturday and Sunday for all employees working on the day and evening shifts. A weekend off shall be defined as Friday and Saturday or Saturday and Sunday for the night shift. Night shift employees shall select one of the two combinations to define their individual weekend off. Preference may be given one time only unless a future change will not interrupt a scheduling pattern of the unit.

Earned sick leave days taken on a weekend to work will not require the make up of weekend time missed.

6.05 **Shift Rotation:** In the event of shortages on a particular shift necessitating shift rotation, the Hospital shall first discuss alternatives to rotation and then seek volunteers.

As a last resort, available employees shall be rotated in order of reverse seniority on a rotating basis, up to four (4) consecutive weeks maximum unless mutually agreed otherwise. A log of rotation shall be maintained on each unit. Those with five (5) or more years' seniority shall not be required to rotate. An employee with five (5) or more years seniority who volunteers to rotate shift shall receive an additional five (5) dollars per hour added to their regular compensation rate of pay. Employees who rotate from one shift to another shall receive the appropriate shift differential (section 11.03) for that shift or keep their current shift differential whichever is greater. Four weeks' notice for the need to rotate shifts will be given to the affected employee (s) unless in the case of an unforeseen emergent circumstance and only as a last resort and not for chronic short staffing. It is the intent of the employer to move the employee back to their original shift as soon as practicable. An employee will be given at least 48 hours transition time when moving from one shift to the other.

6.06 **Floating:**

- A. **No Floating:** Except within the districts designated below, and/or shifts when RN's are contingency staff, bargaining unit RNs will not be required to float out of their permanently assigned unit, except in a bona fide emergency. An

emergency is defined as an unforeseen circumstance out of the control of the Employer, such as an internal disaster or a declared State of Emergency.

- B. **Designated Floating Areas:** Floating may occur when clinically necessary from individual units listed within the designated districts. When the census is low or patient acuity does not require the staffing numbers provided, the excess staff shall be utilized. This includes floating excess staff in order to cancel staff in overtime shifts within the same float district. Floating employees will not negatively impact the standard staffing pattern for the affected unit. Floating of core staff will only occur within the following districts except in a bona fide emergency. An emergency is defined as an unforeseen circumstance out of the control of the employer, such as an internal disaster or a declared State of Emergency. Pre Posting/Open Shift Contingency staff may be floated beyond the float district based on competencies.

Districts	RN may only be floated within their districts
1. K. Hovnanian Children’s Hospital	PEDI, NICU, PEDI Short Term, PEDI ICU
2. Emergency Services	Emergency Services (ED, CARE Center, Trauma Admit, PEDI – to be collapsed to one cost center called Emergency Services on or around 1/1/2016 To be considered a separate clinical grouping for the purpose of float differentials – PEDI ED and Care Center
3. Surgical Services	OR: Main OR, ASC OR; PACU: Main PACU, ASCPACU; Surgical Prep: Main Surgical Prep, ASC Surgical Prep; Misc.: Main & ASC Surgical Prep, Discharge; Main & ASC Surgical Prep, PACC; Endoscopy
4. Adult Critical Care	**MICU/CCU, Neuro, SICU, CVICU
5. Behavioral Health	Crisis, Rosa (when Crisis RN is pulled to Rosa he or she will not be given a patient care assignment)
**A MICU/CCU nurse may be floated to the cardiac surgery unit but will not be assigned to a new postop patient (first 24 hours) nor placed in charge	

All floating occurrences shall be documented and presented to labor management.

- C. **Float Districts:** The order in which staff will be required to float is as follows:
1. Nurses from outside agencies will be required to float before bargaining unit employees. If such agency nurse refuses to float, she/he will be sent home by the hospital. Such agency nurse shall not be eligible for scheduling for one (1) pay period in the next posted schedule.
 2. Volunteers.

3. Open Shifts with incentives (in order of reverse seniority)
4. Per Diem* in Overtime
5. All staff who are approved for shifts during pre-posting. Full-time, part-time benefit-eligible, part-time non-benefit-eligible and per diem in order of reverse seniority.
6. Core staff by reverse seniority on a rotational basis.

Note: All BU employees are required to float in CORE assignments except BU employees with ten (10) years' BU seniority as of 11/1/2018.

*Per Diems holding temporary positions (§4.05) will be treated as Core Staff.

D. Other:

1. An employee who is floated may advise the Employer if he/she feels professionally unable to meet the requirements of the job. If assigned regardless of protestation, the employee will float to the other unit but may utilize the grievance procedure.
2. A nurse who is floated will not be placed in charge unless there are unusual circumstances as determined by the Administrative Supervisor. Documentation of such situations shall be given to the Union.
3. Patient care assignments shall be within the educational and skill level of the floated nurse. If the nurse believes that the assignment is beyond his or her skill level, he or she may raise the issue with the supervisor. If the supervisor agrees, he/she shall modify the assignment to one that reasonably meets the skills of the nurse.
4. Newly licensed RNs with less than one year of experience will not be permitted to float unless part of the float pool with competency codetermined by the manager and educator.
5. Newly hired experienced nurses with more than six(6) months of BU seniority who have had competency codetermined by the manager and educator may be permitted to float.

All Float Nurses will not be required to perform functions as charge nurse. All Float Nurses will not be required to take call

6. Low or Zero Census: When a unit/area has a very low census, as determined by mutual agreement between the Union and Employer or zero patients, nurses may be required to assist another unit/area within their float district regardless of bargaining unit seniority. However, any assignments shall be based upon BU seniority. It is understood that this is not the same function as "floating" and the nurse will not be given a patient care assignment. The Hospital shall provide the union with a monthly report when any unit/areas had a low or zero census and nurses

were required to assist elsewhere. The monthly report shall include: date, time, unit with low or zero census, unit receiving assistance, name of nurse, and the time frame of assistance.

6.07 **Shift Hours:**

- A. Before shift hours are changed, at least one (1) month's notice will be given to affected employees. Every reasonable effort will be made to accommodate the wishes of the individual employees. Once such efforts have been made and it is still necessary to reschedule individual employees, seniority shall be the controlling factor.

Before such change is implemented, the manager will meet with the involved staff and all alternatives shall be outlined at that time. A change in shift hours will be tried for a period of at least three (3) months prior to any other changes being made.

- B. Dedicated to providing a positive working environment and recognizing the changing needs of the aging workforce, the Hospital will seek to provide opportunities for interested staff to work shorter shifts:
- Eligibility: BU employee who has served a minimum of 25 continuous years of service at JSUMC
 - Procedure:
 1. Written request: A bargaining unit employee desiring a normal work day to be less than a twelve (12) hour shift, shall submit a written proposal to the department manager requesting shorter work days with no change in classification. The proposal must include the following information:
 - (a) Preferred number of hours to work per shift: 8, 9, or 10
 - (b) Plan and discussion about how the new shift hours will benefit the department.
 2. Approval: Applications are approved at the sole discretion of management.

7. **MONETARY BENEFITS**

7.01 **Regular Compensation Rate:** An employee's regular compensation rate of pay is defined as base hourly rate plus shift differential, Clinical Recognition (CARE) differentials, Educational differentials, and job classification differentials to which the employee is entitled in this Agreement. This rate applies up to forty (40) hours in a work week.

7.02 **Premium Compensation Rate:** All hours worked in excess of forty (40) hours in a work week shall be paid at time and one-half (1 1/2) of the employee's regular compensation rate.

PTO, ESL, Holiday, Bereavement and on-call shall not be considered as time worked for the purpose of calculating overtime.

Exempt employees (all employees except for Graduate Nurses and Registered Nurses) who work in excess of forty (40) hours in a work week shall be granted compensatory time off within sixty (60) days of the overtime.

7.03 **Pay Period:** Biweekly pay periods shall continue as heretofore. When a holiday falls on a Thursday in the pay week, checks will be available to employees on the Wednesday before the holiday. Effective January 1, 2019, when a holiday falls on Friday in the pay week, checks will be available to employees on the Thursday before the holiday.

Payroll errors caused by the Hospital will be corrected during the next off cycle payroll run date following awareness of the error.

7.04 **Daylight Saving Time:**

When all clocks are put back one (1) hour, an employee working a full night shift will work one (1) additional hour and will be compensated for all hours worked. Employees who work more than forty (40) hours in the pay period will be paid (1) hour premium overtime pay as applicable.

When all clocks are put forward one (1) hour, an employee working a full night shift will work one (1) less hour. However, such employee will be compensated for the lost hour.

7.05 **Sleep Time:**

- A. On-call employees who are mandated by management to be on-call for a shift immediately preceding their regularly scheduled work day may be entitled to paid sleep time in the following manner:

Employees who work four (4) continuous hours or more anytime within the eight (8) hour window preceding the start of their shift shall be granted paid sleep time equal to the hours worked. At the employee's option, the employee may leave early or come in late equal to the hours worked prior to their schedule shift. The timing of the hours off can be changed by mutual agreement of the Employee and the Employer. Employees who work four (4) or more hours preceding the next contiguous shift may be entitled to a full sleep day when opting to use their own PTO time.

- B. If on-call employees need a room to sleep, they should notify the Nursing Supervisor and the supervisor shall assign an available room for example: Rooms on Ackerman 5 East are the best option for nights and weekends.

7.06 **Compensation for Extra Shifts Worked:**

Part-time benefit-eligible and part-time non-benefit-eligible employees will be paid a bonus rate of ten dollars \$10.00 per hour if they work extra shifts on nights or weekends and five (\$5.00) per hour if they work extra weekday or evening shifts. Employees who work from 7:00 pm. to 11:00 pm shall be paid the ten dollars \$10.00 per hour rate. Such bonuses will not apply in cases where the employee receives a premium of time and one-half (1 1/2) pay for hours worked in excess of forty (40) in the work week, an extra shift in the same work day (Article 7.02) or for an extra shift on a weekend off (Article 6.04) or where the employee receives a premium of time and one-half (1 1/2) pay for hours worked on a legal holiday (Article 8.01D).

Effective January 1, 2016, compensation for extra shifts is only available during the pre-posting period for positions on Smart Square or at any time for departments not covered by Smart Square.

Exempt employees will be paid a bonus rate of fifteen dollars \$15.00 per hour if they work an extra shift as a staff RN to supplement staffing.

7.07 Compensation for Committee Attendance: Employees who serve on Hospital committees shall be paid at their regular compensation rate of pay for time spent at said meetings when attended on the employee's off-duty time. Such membership shall be limited to one committee at a time. Employees who are on-duty during attendance at said meetings shall be permitted to attend without loss of pay.

7.08 Critical Shift Bonus: The intent of the critical shift bonus is to address issues of short staffing. The hospital will pay a bonus payment to employees, according to the Meridian Health System policies and procedure titled "Bonus Compensation for Extra Shift Worked". No. MHS-HR-01-2412 (5/29/2012) which shall be incorporated by reference into this Agreement when it becomes operationally necessary on a unit specific basis to flex up staffing. It is understood that:

1. Advanced notification shall be given to the President of HPAE local 5058 and or her designee once there is a decision to flex up staffing and to implement the bonus payment.
2. That an employee who is working an extra shift will be paid the greater amount of either the bonus in article 7.06 or 7.10 (Open Shift Incentive Program) or the bonus in the above-mentioned policy.

7.09 Preceptor Differential: An employee who acts as a Preceptor shall receive an additional one (\$1.00) dollar per hour for each hour worked directly performing the duties of a Preceptor.

Preceptors shall take a preceptor class which shall include, but not be limited to, training in expectations and documentation.

7.10 Open Shift Incentive Program: Effective with the first schedule in January 2016, incentives will be tied to all open shifts posted in Smart Square during the "Open Shift" period. Incentives will vary based on need, but will range from eight (\$8) – twelve (\$12) dollars per hour. The incentive amount tied to each shift will be greater the further out the scheduled shift is, and gradually reduced as the open shift approaches and open shifts are accounted for. The incentive amount will be locked in at the time the employee is "confirmed" for the shift through Smart Square. In the event an employee is confirmed for an open shift and subsequently swaps that shift, the incentive will not be paid to the employee who works the shift as part of the swap. In the event an employee would be otherwise eligible for a bonus or incentive payment under 7.06, 7.08 and/or 7.11, employee will receive the greatest of these amounts.

7.11 Float Bonus:

Effective November 1, 2015, employees with greater than or equal to ten (10) years' bargaining unit seniority shall receive a bonus of eight (\$8) dollars per hour if required to float per Article 6.06. Employees with less than ten (10) years bargaining unit seniority shall receive a bonus of five (\$5) dollars per hour if required to float.

7.12 Float Pool Program

- A. The Hospital shall maintain a Float Pool to fill in vacancies on various units.

B. The Hospital may hire full-time, part-time and per-diem employees as permanent float nurses. Employees in the float pool are not covered by the floating guidelines above and may be moved as assigned. Float pool positions will be posted and filled according to the job posting procedures. Effective August 1, 2017, the hospital will make every effort to hire float pool nurses with a minimum one (1) year experience as an RN.

1. Float Pool nurses will work in one of four (4) specialty areas: Med/Surg, Critical Care, OR, or ED—in either the adult or children’s hospital.
2. A shift is defined as an eight (8)- twelve (12) hour period of time.
3. Weekend shifts are Friday 7 pm – Monday 7 am.
4. Float pool nurses will follow the holiday requirement according to their classification as per (8.03)
5. Float pool nurses will follow weekend requirements according to their classification as per (6.04)
6. The weekend/holiday requirement for float pool nurses will go into effect with the 1/3/2016 schedule.
7. Per Diem Float work commitments to be reviewed every six months. Failure to meet minimum commitments may result in disciplinary action and employee may be immediately moved to lower tier at management’s discretion.
8. Float Nurses will not be required to perform functions of charge nurse (from 6.06(D)(5) above).
9. Float Nurses will not be required to take call (from 6.06(D)(5) above).

C. **FTE Float Pool (Full-Time and Part-Time) Differential:**

1. Effective January 3, 2016, Staff shall receive a differential based on competencies to work/float to four (4) specialty areas: Med/Surg, Critical Care, ED or in either the adult or children’s hospital.
2. Float Pool differential is in addition to base, shift and any weekend differentials.
 - a) Tier 1: Five (\$5) dollars per hour for one specialty area based on competencies.
 - b) Tier 2: Six (\$6) dollars per hour for two specialty areas based on competencies.
 - c) Tier 3: Seven (\$7) dollars per hour for three or more specialty areas based on competencies.

D. Per Diem Float Pool Differential:

1. Effective January 3, 2016, Staff shall receive a differential based on number of total shifts and weekend shifts committed to work. Differential is in addition to base and shift.
 - a) Tier 1: Eight (\$8) dollars per hour: must work two (2) shifts per four-week schedule with a minimum of one weekend shift.
 - b) Tier 2: Ten (\$10) dollars per hour: must work three (3) shifts per four-week schedule with a minimum of two weekend shifts.
 - c) Tier 3: Twelve (\$12) dollars per hour: must work four (4) weekend shifts per four-week schedule.

8. MONETARY BENEFITS - TIME NOT WORKED

8.01 Holidays

A. Eligibility

Regular full-time and regular part-time benefit-eligible positions (working 20 - 35.99 hours per week) are eligible for holiday pay. Employees whose standard hours are less than 20 hours per week, have a status of Per Diem or a status of Temporary are not eligible for holiday pay. New hires are eligible for calendar (observed) legal holidays from date of hire as the holiday occurs.

B. Holidays

Full-time benefit-eligible employees (36 to 40 hours per week) receive 8 hours pay for the following holidays. Holiday hours for part-time benefit-eligible positions (working 20 – 35.99 hours per week) are prorated according to their standard hours.

Holiday (and day observed)

New Year's Day (January 1)
Memorial Day (Last Monday in May)
Independence Day (July 4)
Labor Day (First Monday in September)
Thanksgiving Day (Fourth Thursday in November)
Christmas Day (December 25)

C. Holiday Accruals

- Full-Time (.9 and 1.0 FTE): 8 hours per holiday
- Part-Time benefit-eligible (.8 FTE) = 6.4 hours per holiday
- Part-Time benefit-eligible (.6 FTE) = 4.8 hours per holiday
- Part-Time benefit-eligible (.5 FTE) = 4.0 hours per holiday

D. Holiday Pay

All non-exempt employees scheduled to work during the six (6) observed legal holidays are paid time and one-half (premium pay) for the holiday worked. The holiday premium pay is only applied to all hours worked between 12:00 a.m. at the start of the holiday and 11:59 p.m. at the end of the holiday (the holiday differential zone).

Benefit-eligible team members can supplement holiday hours with PTO or available holiday time if they are regularly scheduled to work more than the holiday benefit allotment (for example, a 12-hour team member can supplement the 8 hours of holiday pay with 4 hours of PTO).

Benefit-eligible team members who are scheduled to work the observed holiday may take their holiday before or after the date depending upon the department work schedule. Team members will be able to carry over one day (the 12/25 holiday) to the following year, if not used in the year it is accrued. That day can be used anytime the following year. The other five holidays must be taken in the year they occur. Team members can take holiday hours in advance of accruing, but may never go more than the equivalent of one day in the negative.

Employees regularly scheduled to work the evening or night shift as documented in the shift field in PeopleSoft Leader Self Service will have their normal shift differential included in holiday pay.

E. Holiday Observance

At the discretion of management, holidays that fall on a Saturday will be observed on the Friday preceding the holiday or that Saturday, and holidays that fall on a Sunday will be observed on Sunday, or the Monday following the holiday.

At the discretion of management, holidays that fall on a weekend may not be observed on Monday or Friday. Based on operational needs those units may operate on a full or reduced schedule.

F. Holiday Absences

An employee who is absent though scheduled to work the observed holiday itself or the workday immediately prior to, or subsequent to the holiday (not more than 72 hours), is not automatically eligible for holiday and/or sick pay. Medical or other documentation may be required by the manager for absences on the scheduled day of work prior to or after a holiday. Managers may authorize holiday pay, but such authorization must be consistently and fairly enforced within the department.

G. Termination of Employment

Employees are entitled to receive pay for any accrued, unused year-to-date holidays, as of date of termination, with the exception that earned legal holiday hours will not be paid to an employee who employment is terminated in connection with disciplinary action. If the employee terminates and has taken more holiday benefit time than accrued, these holiday hours will be deducted from the final paycheck.

8.02 Holiday Entitlement:

Recognizing that the Hospital works every day of the year and that it is not possible for all employees to be off on the same day, the Hospital shall have the right to schedule employees to work on holidays but will do so on an equitable basis and consult with employees as to preference. Supervisors will cooperate with RNs when requests for alternative Holiday scheduling are proposed.

Although 12-hour shift employees are not guaranteed to work only two (2) days in a work week when they are scheduled off on a holiday, the hospital will make reasonable efforts to schedule employees who have requested to only work two (2) other days in a week when they are scheduled off on a holiday. Employees shall submit such requests by April 1st. Reasonable efforts shall include but not be limited to: seek volunteers, posting of additional time, offering critical shift bonus, pre scheduling of per diem (only

in order to allow full-time and part-time benefit-eligible employees off), use of day agency staff and use of voluntary on call.

The Hospital may need coverage as outlined above in order to grant request. The employer will notify employees in writing by April 30th as to whether or not their holiday requests have been approved. If the Hospital is able to schedule only two (2) days in such a situation, the holiday shall be paid and considered a day worked. If the Hospital is not able to schedule only two (2) days, the employee shall be scheduled 3 (three) days and the employee shall receive another day off with pay. This compensatory day off for the holiday may not be scheduled earlier than thirty (30) days before the actual holiday and no later than thirty (30) days after the actual holiday unless deferral is mutually agreed upon by the Hospital and the employee.

If the employee is required to work 3 (three) days in a week in which they are scheduled off on a holiday, they will not be forced to accept payment for the holiday that week unless mutually agreed.

Employees who are scheduled to work on the actual holiday shall receive another day off with pay, provided they have legal holiday time available. This compensatory time off for the holiday may not be scheduled earlier than thirty (30) calendar days before the actual holiday date and no later than thirty (30) calendar days after the actual holiday unless deferral is mutually agreed to by employer and employee.

Eligible employees who normally work eight (8), ten (10) or twelve (12) hour shifts shall be entitled to holiday compensation on an hour for hour basis.

In holiday time selection, the Hospital will grant the request of the employee on the basis of:

- A. If two (2) or more employees request the same day to be scheduled as holiday time and staffing permits two (2) or more absences, it shall be granted to all employees requesting such time.
- B. If two (2) or more employees from the same unit request the same day to be scheduled as holiday and staffing permits limited absences, the employee having worked that holiday the previous year shall be granted the holiday.
- C. Bargaining unit seniority shall prevail when employees received the same holiday off the previous year. An employee may waive such rights for the benefit of another employee by expressed wish.

8.03 Holiday Requirement

Full-time employees may be required to work up to three (3) holidays in a calendar year and shall be paid for six (6) holidays. Full-time employees with 30 years or more BU seniority may be required to work only two (2) holidays of their choice per calendar year shall be paid for six (6) holidays. One of the two Holidays must be on Christmas or New Years.

Part-time benefit-eligible employees may be required to work up to two (2) holidays in a calendar year and will be paid for two (2) holidays. A Part-Time Benefit Eligible employee with 30 years or more BU seniority may be required to work only one (1) holidays of his/her choice in a calendar year and will be paid for two (2) holidays. If a part-time benefit-eligible employee works three (3) holidays, they will be paid for three (3) holidays. The Holiday must be Christmas or New Years.

Part-time benefit-eligible employees shall work regularly scheduled hours on holiday weeks when holiday time is not paid (i.e., employee normally works three (3) eight (8) hour shifts per week, he/she is required to work three (3) eight hour shifts per week during four (4) out of the six (6) designated holidays. This includes departments that are closed on holidays.

Part-time non-benefit-eligible employees shall not be required to work a holiday. Full-time and part-time benefit-eligible employees may be required to work either Christmas or New Year's Day, but only if needed. No employee shall be required to work both Christmas and New Year's day within an eight (8) day period. Bargaining unit employees shall alternate working Christmas and New Year's on a year to year basis in departments open on such holidays.

Employees shall not be required to work Thanksgiving and Christmas in the same season.

The holiday year for the purpose of scheduling shall be May 1st through April 31st.

Requests for holidays to be worked shall be submitted by April 1st of that year. The manager will post the holiday schedule by April 15th. An employee's holiday work requirement shall be considered satisfied in such cases when another employee volunteers to work on their scheduled holiday provided that:

- a) It does not result in additional overtime payment to the employee who volunteers,
- b) Such time is additional to the holiday requirements of the employee who volunteers or last assigned holiday rotation
- c) Holiday logs shall be kept.

An employee who works a holiday(s) in addition to his/her requirement, shall not be relieved of the Christmas/New Year's work obligations.

Departments open regular hours for holidays: The Manager of each unit will post a blank eight (8) hour schedule six (6) weeks before the posting of the schedule which includes the holidays, Christmas and Thanksgiving. Employees will be allowed to work eight (8) hour shifts provided all shift are appropriately covered. A decision will be made concerning the eight (8) hour shifts four (4) weeks prior to the posting of the schedule.

Employees may utilize benefit time to make up normally scheduled time above eight (8) hours if they so desire

Departments closed with on-call coverage for holidays:

** OR: see section 3.08A(6) and 3.08B - Staffing / C - Alternative Staffing Standards / 2 - Staffing OR)

- (a) Holiday On-call assignments shall be equally divided among all staff. In situations where holiday time is unequal, the on-call will be assigned in order of reverse seniority on a rotating basis. A holiday log shall be kept.
- (b) Holiday On-call shall be assigned for the six contract recognized holidays.

- (c) Each department will determine a fair system of rotating holiday assignments amongst staff. No employee shall be assigned a repeat holiday until each employee has been assigned said holiday.
- (d) Staff may trade or give away holiday on-call assignments but the manager must be notified in writing of the agreement between both parties, including signatures. The employee voluntarily accepting the on-call assignment is responsible for the holiday assignment. The holiday assignment of the employee giving away the call shall be considered satisfied.
- (e) The original assignment sheet will be maintained for subsequent scheduling purposes and any changes in assignments shall be reflected on the posted holiday call sheet. Voluntary switching of assignments does not alter the rotational system.
- (f) The holiday schedule will be posted as per contract.

8.04 Paid Time Off:

A. PTO Eligibility and Benefit Anniversary Date

Employees are eligible for the PTO program if they are in a regular full-time or regular part-time position, with standard hours of 20 hours or more per week. Employees whose standard hours are less than 20 hours per week, have a status of Per Diem are not eligible for PTO program. For employees who hold multiple positions, on the Primary Position will be used to determine PTO eligibility and standard hours. The Benefit Anniversary Date is the date that an employee becomes eligible for PTO benefits. This is generally the same as an employee’s hire date anniversary or a rehire date based on the rehire policy.

B. PTO Bank Accruals

Employees accrue PTO hours based on standard weekly hours; the accrual rate is determined by the employee’s job classification, years of service and standard hours. The PTO Accrual Summary Tables can be found below. PTO used does not count toward hours worked for purposes of calculating overtime.

Years of Service	40hrs scheduled/week	36hrs scheduled/week	24hrs scheduled/week	20hrs scheduled/week
0-4 Years	160.0	144.0	96.0	80.0
5-9 Years	200.0	180.0	120.0	100.0
10-14	232.0	208.8	139.2	116.0
15-19	256.0	230.4	153.6	128.0
20+ Years	272.0	244.8	163.2	136.0

C. Introductory Period (Probationary Period)

Employees start accruing PTO time beginning with the first pay period of the month on the 91st day of employment. HMH will prorate, on a daily basis, so employees may accrue PTO in the pay period where the 90th day falls. Employees may begin to use PTO on their 91st day of employment, provided they have successfully completed the Introductory Period, inclusive of any extension, drawing from Yet

to Be Earned PTO accruals and going into a negative balance. Employees may not take PTO during their Introductory Period.

D. Accrual When Not Working

Employees out on a leave of absence will not accrue PTO time after the first thirty (30) days of absence.

E. Use of PTO Bank Accruals During the Employee’s Benefit Anniversary Year

HMH supports employees to use their full PTO accruals for their well-being. During an employee’s benefit anniversary year, it is expected that employees will work with their supervisors to schedule time off. Employees are responsible for monitoring and managing their PTO time so they use the full allocation during the year. Employees are allowed to draw from Yet to Be Earned PTO accruals and have a negative balance as long as they manage their time off to go back into a positive balance by the end of their anniversary year.

On their benefit anniversary date, employees can carry over from one year to the next. Employees regularly scheduled to work 40 hours per week can carry over up to eighty (80) hours of PTO time (carry over limit for other employees is pro-rated by standard weekly hours). See below for examples:

Employees regularly scheduled to work:

<u>Regularly Scheduled Work Hours (FTE)</u>	<u>PTO Carryover</u>
40 hours per week (FTE 1.0)	80 hours
36 hours per week (FTE 0.9)	72 hours
32 hours per week (FTE 0.8)	64 hours
28 hours per week (FTE 0.7)	56 hours
24 hours per week (FTE 0.6)	48 hours
20 hours per week (FTE 0.5)	40 hours

Any excess is forfeited. In unusual circumstances where the employee attempted to take their PTO but it was not approved due to patient/department needs, the Director can request an exception which must be approved by the responsible VP and the Chief HR Officer.

For purposes of this Article, exceptions may be requested if employees demonstrate that they have regularly submitted PTO requests throughout the year that have been denied. Employees should work with their supervisors to initiate the request.

F. Drawing from the PTO Bank

PTO from the PTO Bank can be either scheduled or unscheduled. Unscheduled absences include any absence not previously authorized by a supervisor. Whether an absence from work is scheduled or unscheduled, the time is deducted from the accrued time in the employee’s PTO Bank.

Non-exempt employees may use time from their PTO bank in hourly increments. Exempt employees may only use their PTO bank in hourly increments when on an intermittent leave of absence; otherwise, they must use time from their PTO bank in full day increments.

The first three (3) days of a scheduled or unscheduled absence due to reasons described in the ESL Policy are generally deducted from the employee’s PTO Bank. Exceptions to this rule are outlined in the ESL Article. The fourth day of absence, and any subsequent consecutive scheduled days of absence due to a related illness or injury, will be deducted from the employee’s ESL (see ESL policy).

All employees regularly scheduled to work the evening or night shift as documented in the shift field in PeopleSoft Leader Self Service will have their normal shift differential included in PTO.

HMH will use a draw down process by creating a “frozen” PTO bank for the carry-over of PTO hours from the legacy programs. The following table provides the draw down timeline:

Number of Frozen Bank PTO Hours Used As of March 23, 2019	Date by which PTO Must Be Taken
Up to 80 hours	April 1, 2020
81 – 160 hours	April 1, 2021
161 – 240 hours	April 1, 2022
241 – 320 hours	April 1, 2023
321 hours and above	April 1, 2024

Employees’ available absence balances will be posted on the MyWay site, including any balance in the frozen draw down PTO bank. When an employee takes PTO time through the MyWay site, they will indicate which PTO bank they want to use: their regular PTO time or their frozen draw down PTO time.

Employees with a frozen draw down bank should begin planning with their leader how they will take the draw down hours during the transition period. This will assist the leader in assuring the employee is able to take their time and the needs of the department are met.

Employees who are on approved short-term disability during their draw down period may use their frozen draw down PTO bank hours to supplement disability payments and get paid up to 100%.

Hours in the frozen draw down bank not taken in the time period outlined above will be forfeited. In unusual circumstances where the employee attempted to take their draw down PTO but it was not approved due to patient/department needs, the Director can request an exception which must be approved by the responsible VP and the Chief HR Officer.

The Employer will provide the Union with a report of bargaining-unit member PTO balances on a quarterly basis.

G. PTO Scheduling:

For PTO requests between June 1st through November 30th, employees may submit requests in writing by April 1st of the same year in which such employee’s PTO is to be taken. Seniority shall prevail for all June 1st through November 30th PTO requests submitted in writing by April 1st . Requests made after April 1st shall be on a first come, first serve basis.

For PTO requests between December 1st through May 31st, employees may submit requests in writing by October 1st. Seniority shall prevail for all December 1st through May 31st PTO requests submitted by October 1st. Requests made after October 1st shall be on a first come first serve basis.

Employees who are scheduled to work on alternating holidays (Thanksgiving, Christmas, and New Year's Day) may request PTO for the holiday. PTO time shall be granted on the basis of:

- (a) If two (2) or more employees from the same unit request PTO for the same scheduled holiday and staffing permits two (2) or more absences, it shall be granted to all employees.
- (b) If two (2) or more employees from the same unit request PTO for the same scheduled holiday and staffing permits limited absences, the employee having actually worked that assigned holiday the previous rotation shall be granted the PTO, regardless of seniority. A log shall be kept.

Employees needing to make long range plans for vacation time which would fall out of the time frame request above, may submit their request earlier with a waiver from their senior co-workers stating that they will not request vacation at that time.

If two (2) or more employees on the same unit submit a request for the same PTO period, then the employee with the greatest bargaining unit seniority shall be granted the period in question if staffing does not permit the granting of all requests. In the event that a PTO request is denied, the Nurse Manager shall state the reasons in writing.

An approved PTO calendar will be posted and accessible to all employees on each unit for PTO period June 1st through November 30th and December 1st through May 31st. The calendars will be posted by April 15th and October 15th respectively.

The hospital will notify the employee in writing within ten (10) working days from the employee's written request as to whether or not their PTO request has been approved.

The determination of PTO requests will be made on the basis of the needs of the employee's unit by the Hospital. PTO year, for the purpose of scheduling, shall run from June 1 to May 31.

No more than two (2) weeks of PTO time can be taken by the employee between June 1 and September 15. If unscheduled time is available between June 1 and September 15 after granting PTO in the month of April, employees may request more than two (2) weeks' PTO. Per diem coverage is not accepted during this time period of June 1 – September 15, until all team members with summer requests have been granted by the respective department.

In the event an employee has their PTO denied and is not able to get a minimum of two weeks, consecutive or not, within six (6) months, then the Medical Center may allow coverage that may result in overtime payment.

H. Change of Employment Status

Employees changing status from part-time benefit-eligible to full-time benefit-eligible or vice versa will have their accrued PTO calculated and adjusted at the time of the status change. Changes in PTO Plans (Plan 0, 1, 2, or 3) affected by promotions or demotions will be adjusted at the time of the status change. Benefit Anniversary dates are not affected by these changes.

PTO for employees who transfer from a full-time to benefit-eligible part-time status will have 2 PTO banks:

- A “frozen PTO Bank” of time accrued when the employee was full-time.
- A regular PTO bank for accruals starting when the employee transfer to their part-time status. This bank will be subject to the normal accrual limits for the level of standard worked hours.

When changing from full-time to part-time status, the full-time “frozen bank” will be available for use for a period of one year, which if not used during that period, will be forfeited. When an employee takes PTO time, their regular PTO bank will be accessed first, followed by the “frozen” full-time bank.

Employees going from a benefit-eligible to a benefit-ineligible status will have all accrued unused PTO hours up through the date of the status change paid out. Any used PTO hours in excess of the allotted accrual rate will be deducted from the employee’s paycheck in accordance with State and Federal law.

Non-benefit-eligible employees who change status to benefit-eligible will begin accruing PTO hours after 90 days from the date of their status change. They will start at the PTO accrual level commensurate with their tenure level at HMH.

I. **Termination**

PTO eligible employees who terminate after completing their ninety (90) days of employment will receive pay for all PTO accrued but unused through the date of termination with proper notice of at least three (3) weeks. PTO and earned legal holiday hours will not be paid to an employee whose employment is terminated in connection with disciplinary action.

In the pay period that covers a termination date, PTO will be prorated based on a 8-hour calendar days.

If the employee terminates and has taken more PTO hours than he/she has accrued, these hours are to be deducted from the employee’s final paycheck.

8.05 **Earned Sick Leave**

Employees are eligible for earned sick leave pursuant to the New Jersey Paid Sick Leave Act, as may be amended from time to time.

A. **ESL Program**

Employees who are disabled should file a claim for benefits as soon as possible but within thirty (30) days of the discovery of the disability. Employees absent because of illness or injury covered by Workers’ Compensation will have this lost time deducted from the ESL bank for the first seven work days of such absence. State Disability or Workers’ Compensation benefits will not commence until the employee and the employer have filed the required information.

B. **ESL (Earned Sick Leave) Bank**

- All eligible employees will have a regular accrued ESL bank

- Some employees may have an additional “frozen” ESL bank with hours accrued prior to 12/16/2018

MSB (Meridian Historical Sick Bank) – ONLY for a selected group of employees in the South Region who had time converted as of December 31, 1997 to a cash value, based on prior policies for JSUMC employees hired before 12/1/88 or OMC or RMC employees with 10 or more years of service as of the 1998 calendar year. This benefit is available only to the participants upon termination.

C. **ESL Eligibility and Benefit Anniversary Date**

Employees are eligible for the ESL program if they are in full-time or part-time status. Employees in a Per Diem status are not eligible for ESL. The Benefit Anniversary Date is the date that an employee becomes eligible for ESL benefits. This is generally the same as an employee’s hire date anniversary, but could be a rehire date.

D. **ESL Bank Accruals**

Eligible employees accrue ESL hours on an hourly basis for each standard hour: the accrual rate is .03333 of ESL for each hour worked. The maximum hourly accrual is 40 hours. Employees accrue ESL hours while receiving payment for Regular Hours and Overtime hours. ESL is paid at the employee’s regular rate of pay. All employees regularly scheduled to work the evening or night shift as documented in the shift field in PeopleSoft Leader Self Service will have their normal shift differential included in ESL. ESL hours do not count toward hours worked for purposes of calculating overtime.

- Effective October 29, 2018, all eligible employees who have not previously earned ESL will begin to accrue earned sick leave, and will be eligible to use earned sick leave beginning on the 90th calendar day thereafter.
- For employees who are hired on or after October 29, 2018, earned sick leave begins to accrue on the date of their employment and are eligible to use earned sick leave beginning on the 90th calendar day thereafter.
- Employees converting to a benefit-eligible status (i.e., Per Diem moving to regular full-time) will begin accruing ESL on the day of their status change and are eligible to use earned sick leave beginning on the 90th calendar day thereafter.

E. **Annual Carryover of ESL and Maximum ESL Banks**

On the Benefit Anniversary Date, employees can carry over from one year to the next, up to forty (40) hours of ESL. Full-time employees (regularly scheduled 40 hours per week) can accrue a maximum ESL bank of 400 hours. The maximum ESL bank for full-time employees scheduled to work 36-39.99 hours per week and part-time employees is pro-rated based on weekly standard hours.

F. **Drawing from the ESL Bank**

Time off from the ESL Bank can be either scheduled or unscheduled. Reasons for use of ESL will be in accordance with the ESL Policy.

Non-exempt employees may use time from their ESL bank in hourly increments. Exempt employees may only use their ESL bank in hourly increments when on an intermittent leave of absence; otherwise, they must use time from their ESL bank in full day increments.

For employees who are also eligible for PTO, the first three (3) consecutive days of a scheduled or unscheduled absence due to reasons described above are generally deducted from the employee's PTO Bank (exceptions are outlined below). If the employee does not have accrued PTO but has "Yet to be Earned" PTO hours, the employee will be paid from the "Yet to be Earned" PTO bank and go into negative balance (see PTO policy). The fourth day of absence, and any subsequent consecutive scheduled days of absence will be drawn from the employee's ESL bank. Exceptions that allow immediate access to ESL banks from 1st day out are:

- Inpatient hospital stay;
- Same day surgery (including post-operative recovery time)
- Procedures under conscious sedation (i.e. colonoscopy, etc.);
- Workers' compensation;
- Temporary disability; and
- Absences required for special treatment of chronic illness such as dialysis for renal disease and chemotherapy for cancer.

If an employee exhausts the time in his/her regular accrued ESL bank and has a Frozen ESL, the employee may utilize available time in that bank.

If the PTO Bank is depleted, the first three (3) days of absence due to reasons described above will be drawn from the ESL and then the Frozen ESL.

For employees who are not eligible for PTO but are eligible for ESL, all absence due to reasons described above, will be deducted from the employee's ESL. If the ESL bank is exhausted, the time will be unpaid.

G. Scheduling ESL

If an employee's need to use ESL for the reasons described above is foreseeable, the employee is required to provide seven calendar days' notice to their manager of the intention to use the ESL, and its expected duration. The employee is expected to make every reasonable effort to schedule the use of ESL in a manner that does not unduly disrupt the operations of the department. If the use of ESL is not foreseeable, the employee is required to notify their manager as soon as possible of the intention to use ESL.

Use of ESL for three or more consecutive days is managed by HMH's Absence Management Administrator. These absences may require reasonable documentation that the leave is being taken for the purpose permitted. For specific policies on Leaves of Absence, please refer to the Leaves of Absence policy. For specific policies on Worker's Compensation, please refer to the Worker's Compensation policy.

H. Change of Employment Status

Employees going from an ESL benefit-eligible to an ESL benefit-ineligible status (Per Diem) will stop accruing ESL. The employee's ESL bank will remain frozen. If the employee returns to an ESL benefit-eligible status, the accrued ESL bank will be restored.

Employees who terminate from HMH will have their ESL balances kept in the system for 120 days. If the employee returns to employment within 120 days, they will have their accrued ESL bank restored and begin accruing ESL hours on the first pay period of their rehire. Employees who terminate

from HMH and return to employment after 120 days will accrue ESL as any other new hire with the appropriate introductory period.

I. Termination

ESL and the Frozen ESL are not terminal benefits and no accrued ESL hours are paid out upon termination, with the exception of the Meridian Sick Bank described above.

8.06 **Bereavement Leave:** Permanent employees shall be entitled to maximum of three (3) working days off with pay from and including the day of death of an employee's father, mother, spouse, child, sister, brother, mother-in-law, father-in-law, grandchild, grandparent, step-mother, step-father, brother-in-law or sister-in-law and / or domestic partner, up to and including the day after the funeral. Employees who normally work a ten (10) or twelve (12) hour shift will be paid for ten (10) or twelve (12) hour days off respectively.

The Hospital will permit an employee the use of two (2) earned PTO days to extend a bereavement leave upon request and approval of management. Such PTO days must be earned days or the employee may take an unpaid leave of absence if necessary to extend a bereavement leave at the discretion of the Hospital as to length of time.

8.07 **Jury Duty:** Full-time and part-time benefit-eligible employees who are summoned to serve on jury duty shall promptly notify the Hospital and shall, upon request of the Hospital seek exemption. If the employee serves, he/she shall continue to receive up to three (3) weeks' pay at the employee's regular compensation rate of pay for all time on jury duty minus the pay the employee receives as a juror. This does not include "on call" jury time when an employee is able to be at work.

Employees will receive their regular bi-weekly check as they are due and must endorse all checks received for jury duty over to the Hospital as soon as they are received. The receipt of a subpoena or notice to report for jury duty must be reported immediately to the Director of Personnel Department. Holidays occurring during jury duty are paid for and considered as taken.

Any illness during jury leave which results in substantial loss of jury duty pay is considered as sick day and will be charged accordingly.

Employees working the night shift and are scheduled the night before jury duty shall be off the night before; such time will be considered as time worked for the purpose of calculating overtime.

Employees working the night shift will not be scheduled to work the night of the day served. Employees working the night shift and have off the day before and the day of jury duty will be scheduled other days that week.

Employees who are issued subpoenas by the Hospital to testify regarding Hospital business shall receive their regular compensation rate of pay for all hours lost due to activities surrounding the subpoena.

Employees who are issued subpoenas by parties other than the Hospital and are scheduled to work on the date in which they have been ordered to appear, shall be granted the time off and may use their PTO time.

Employees who are issued subpoenas due to circumstances related to their position at the Hospital (i.e. giving blood alcohol testimony) shall be granted the day off and receive their regular compensation rate of pay for all hours lost due to activities surrounding the subpoena.

Employees who are selected for Grand Jury will have that day as a scheduled work day 50% of the time, and have that day scheduled as a day off, 50% of the time.

When the jury day is scheduled as a work day they shall have the day off and shall be paid for that day.

For night shift employees this shall refer to the night before the day of Grand Jury

8.08 **Workers' Compensation:**

An employee who incurs a work related illness or injury shall be covered by Workers' Compensation Insurance provided by the Hospital. Such coverage shall comply with legal standards. In the event an employee with 15 or more years of seniority has less than 12 weeks' FMLA entitlement remaining, they remain eligible to receive the balance of their FMLA leave entitlement plus an additional leave period, the total of which is not to exceed 12 weeks of leave for the work-related illness or injury.

An employee who has lost time due to a work-related injury or illness will be paid in one of two ways: If seven (7) or less calendar days are lost, the scheduled work time will be charged to extended sick leave (ESL). If there is lost time which extends beyond seven (7) days due to the disability, a workers' compensation claim is filed and the time lost will be paid by the workers' compensation carrier. The insurance carrier pays the employee 70% of their gross pay to the maximum compensation rate. ESL and frozen ESL, if accrued, will be prorated to supplement. Earned paid time off (PTO) may be used once ESL time is exhausted.

Issues related to time delays, due to situations such as scheduling of test and / or treatments, shall be discussed in the regularly scheduled Labor Management committee as needed.

1. Absences related to work-related injuries or illness will not be considered as an unscheduled absence.
2. Modified work assessments shall be on the employees shift and hours.
3. An employee who is prescribed medication by employee health that has effects which could cause mental or physical impairment will not be required to work light duty.

8.09 **Work Breaks and Meal Breaks:**

- A. **Work Break:** Employees are entitled to one (1) scheduled work break for each full eight (8) hour shift taking up to a maximum of fifteen (15) minutes. Employees who work a ten (10) hour shift are entitled to two (2) scheduled work breaks for each full shift taking up to a maximum of ten (10) minutes each. Employees who work a twelve (12) hour shift are entitled to two (2) scheduled work breaks for each full shift taking up to a maximum of fifteen (15) minutes each. Work breaks are paid time. They are not guaranteed in length or frequency.

- B. **Meal Break:** There shall be a scheduled meal break on each tour of duty (eight [8] hours or more) for a period of thirty (30) minutes during the hours when the cafeteria is opened for the day and evening shift and at a time near the middle of the shift for night employees.

9. LEAVE OF ABSENCE

The Hospital's Leave of Absence Policy, as it may be amended, changed or terminated from time to time, will be incorporated by reference except as modified below:

- The Leave of Absence Policy shall be subject to the grievance and arbitration process as it is applied to bargaining unit members.
- Benefits while on a Leave of Absence: Seniority shall continue to accrue while on a leave and shall be maintained.
- Employees may use their frozen PTO Draw down bank and current accrued PTO bank when on an approved medical leave of absence if ESL hours have been exhausted, for all days on protected leave as per the Job Protection section below, but in no case can the employee's current accrued PTO bank drop below 80 hours.

Job Protection

Return from Leave of Absence: During a leave of absence, the Hospital will make every effort to temporarily fill the position. Upon expiration of leave of absence of twelve weeks or less or twenty-four (24) weeks or less in the case of maternity, the employee will be entitled to return to former position without loss of previously accrued seniority.

Upon expiration of leave of absence longer than twelve weeks or twenty-four (24) weeks in the case of maternity, the employee will be entitled to return to former position, if available or to the most comparable position available. If the employee's former position becomes available within six (6) months or twelve (12) months for maternity from the employee's return to the most comparable position available, the employee has the right to the former position without the job being posted.

Upon the expiration of a Workers' Compensation or Temporary Disability leave of absence which lasts longer than six (6) months, the employee will be entitled to return to their former position, or to a comparable position, if available. If none are available, the employee shall have the right of first refusal to their former position for up to twelve (12) months from the commencement of the leave. If their former position does not become vacant in such time, employees also have a right of first refusal to a comparable position for up to twelve (12) months from the commencement of the leave. Such employees may convert to per diem status while they await a vacancy to claim under this section.

The position of an employee on a leave of absence, whether paid or unpaid, that extends beyond twelve weeks or twenty-four (24) weeks in the case of maternity may be posted and filled.

The employee may return to his/her former position or comparable position as outlined above.

Personal leave: Employees may be granted, for a bona fide reason a personal leave of absence from the first day of absence up to a maximum of 12 weeks within a one-year period. Upon return the employee is guaranteed their specific job. Employees must use PTO bank to the point where it is exhausted and the rest of the time is unpaid leave.

10. INSURANCE/BENEFITS:

10.01 Benefits

Benefit plans applicable to non-bargaining unit Medical Center employees shall be made available to employees represented by the Union as listed below, as they may be amended or changed in accordance with their terms. The Employer agrees to offer to bargaining unit employees the same health insurance, Group Term Life Insurance and Accidental Death and Dismemberment Insurance, Prescription Drug Plan, Dental Plan, Vision Plan, Short-Term Disability and Long-Term Disability benefits that it provides to non-bargaining unit employees. The parties agree that the specific provisions and procedures governing eligibility, enrollment, benefit coverage, co-pays and employee premium co-shares of these plans shall be the same as the plans provided to the Medical Center's non-bargaining unit represented employees. The Employer shall have the discretion to change or modify these benefits. However, during the life of this Agreement, the Employer shall not terminate these benefits and shall maintain these benefits at the same level as it does for non-management non-bargaining unit employees. Notwithstanding the foregoing, the benefits provided hereunder shall be at least reasonably comparable overall to the benefits currently provided, taking into account the totality of the entire benefit package (Health Insurance, Group Term Life Insurance and Accidental Death and Dismemberment Insurance, Prescription Drug Plan, Dental Plan, Vision Plan, Short-Term Disability and Long-Term disability) offered. In the event of any substantive changes or modifications or changes to these benefits mandated by the Patient Protection and Affordable Care Act (PPACA) (ACA), the Employer shall give the Union 60 days' written notice of the change and if requested, will bargain over the effects of such changes.

10.02

- A. Bargaining-unit employees enrolled in the health plans shall have the right to use Horizon Network hospitals and physicians when no service or physician exists to treat the acute or chronic disease at Hackensack Meridian facility and shall be covered at the inner circle (HMH Partners) level. For all plans that cover out-of-network, if no in-network provider is available, the out-of-network provider shall be covered at the inner circle (HMH Partners) level. Approval shall not be required on an ongoing basis when treating the same acute or chronic disease, unless there is a significant change in diagnosis or treatment plan.
- B. Bargaining-unit employees enrolled in the health care plan who are unable to access a primary care physician or specialist within 50 miles of the bargaining-unit employee's home, who accepts Hackensack Meridian's inner circle health plan, shall have the option to see a primary care physician or specialist that is in-network at inner circle benefit level.
- C. In the event that there is no option for a second opinion from an inner circle physician group, then the bargaining-unit employees shall have the option to obtain a second opinion from an in-network physician group, at the inner circle benefit level in accordance with the plan they selected.
- D. Bargaining-unit employees enrolled in Hackensack Meridian's health plan who use a Hackensack Meridian facility for a "true emergency" or inpatient services, shall not be responsible for the in-network or out-of-network cost incurred due to a physician at the facility who is not a participant in the health plan at inner circle levels.

- E. Bargaining-unit employees will have access to resources who can assist employees with bills, claims, paperwork, denials and appeals relating to coverage.
- F. HMH will provide tools and resources, including in person health insurance liaisons at the time of enrollment.
- G. HMH will provide 100% lab benefit at HMH Network facilities. As long as LabCorp remains part of the HMH Partners Network, HMH will provide 100% lab benefit at all New Jersey-based LabCorp facilities (within a hospital or free standing).
- H. The HMH plan will cover radiology services when those services are rendered by a participating Horizon PPO provider at inner circle benefit levels, if there are no HMH inner circle participating providers within 50 miles or one hour driving distance (as determined by online driving distance programs such as MapQuest, WAZE, etc.) from their residence to an Inner Circle Provider. Services must be rendered in the state of NJ and members must obtain prior approval under the tier elevation process.

10.03

Eligibility and terms for the benefits described in this Section 10.03 are set forth in the plan documents for each benefit plan. If there is any conflict or inconsistency between the plan language and this Agreement, the plan language shall control.

A. Pension Plan/Tax Sheltered Annuity:

Effective January 1, 2019, there will be a moratorium on benefit accrual for the Cash Balance Defined Benefit Plan. All Bargaining-Unit Employees enrolled in the plan maintain all rights under the law, with respect to the plan.

All participants in the Cash Balance Plan who are age 50 or more and with 10 or more years of service as of December 31, 2018, will receive an additional 3% of pay “Transition Credit” into the 401(k) plan described below (see Section 10.03(C) until January 1, 2029 or the date of termination of employment, if earlier.

B. **403 (b)**

Effective January 1, 2019, there will be a moratorium on benefit accrual for the 403 (b) Benefit Plan. All Bargaining Unit Employees enrolled in the plan maintain all rights under the law, with respect to the plan, including the option to borrow against it.

C. **401 (k)**

Effective January 1, 2019, the Employer will offer the same 401(k) plan benefit for all eligible bargaining-unit employees, as it does for non-bargaining unit employees.

- i. Auto-Enrollment – Employees will be automatically enrolled at 3% of pay contribution. Employees may change the amount higher or lower or opt-out.

- ii. Auto-Escalation – Employees’ contribution will automatically increase by 1% of pay each year up to 6% of pay. Employees may change the amount higher or lower or opt-out.
- iii. The Employer will make a Core Contribution of 1.5% of pay, the first such contribution occurring in the first quarter of 2020. The Employer will match employee contributions, as applicable, at the following rate: 100% on the first 2% of pay contributed by eligible employees and 50% on the next 3% of pay contributed by eligible employees.
- iv. Eligibility: All Employees who work at least 1,000 hours in the year (including Per Diems) are eligible for matching and who are employed at the end of the calendar year will be eligible for the Core Contribution at the end of each calendar year. Employees who worked at least 1,000 hours in a prior year will be eligible for matching contributions in each year.

10.04 Employees are vested after 3 years of working at least 1,000 hours, inclusive of current seniority.

HPAE Medical Trust

1. EMPLOYEE CONTRIBUTION

The covered members of the bargaining unit shall continue to participate in a mandatory employee contribution to the HPAE Retiree Medical Trust. The Employer shall facilitate the payment of a monthly mandatory employee contribution of \$.20 per paid hour to the HPAE Retiree Medical Trust for each full-time, part-time benefit-eligible and part-time non-benefit-eligible employee through payroll deductions. No payroll check-off by employees will be required; instead, the employer will transfer one check for this purpose of employee contributions, representing \$0.20 per paid hour for each full-time, part-time benefit-eligible and part-time non-benefit-eligible 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.

2. DEFINITION OF PAID HOURS

For purposes of Section 10.04 only, paid hours include regular, PTO, and non-OT hours worked up to, but not beyond 80 hours per pay period. Paid hours also include incentive hours for 24/36 hour employees.

3. TRANSMITTAL OF CONTRIBUTIONS & NOTICE OF EMPLOYEE TERMINATION

This Trust shall remain separate and apart from any other employer retiree health insurance funding program unless changed by mutual agreement of the parties to the agreement.

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. Late payments may be subject to reasonable interest and/or penalties.

Payroll deductions will start for all covered employees who are 90 days or more days post-hire and will start for all new employees upon attainment of 90 days of employment.

It will begin for the first payroll period at least 20 days subsequent to notification by HPAE of the referendum results.

The Employer shall provide notice to the plan administrator if an RN transfers to a per diem classification, terminates from Meridian, or transfer to a non-bargaining unit position.

4. **NO LIABILITY FOR EMPLOYER OR UNION**

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

The Employer hereby acknowledges receipt of the Trust Agreement governing the Trust and will cooperate with the Trust Office in reporting and depositing the required contributions set forth above, according to rules set by the Trustees of the Trust. The parties acknowledge the following provision in Article XI, Sections 1 and 2, of the Trust Agreement regarding limitations on the liability of the participating employers:

(a) **Liabilities and Debts of Trust Fund**

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

5. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provision of Article 10.04 and the HPAE Trust and HPAE. Local 5058 shall indemnify and save the Employer harmless against any and all claims, demands, suits and other forms of liability that may arise out of or by reason of any action, claim, demand or suit by any person which may involve or be involved in whole or in part based upon collection or deduction of any money by the Employer submitted to the HPAE Trust in accordance with the terms of 10:04 or which may be involved in whole or in part based upon the use of any monies by the union or the HPAE Trust which may have been collected or deducted by the employer and remitted to the HPAE Trust pursuant to this Agreement.

Once the funds are remitted to the HPAE Trust, the disposition thereafter shall be the sole and exclusive obligation and responsibility of the HPAE Trust. So long as the employer makes the contributions directed by the Union, the Employer shall have no additional liability or responsibility to either the Union or the employees for whom the deductions are made. The Employer does not agree to

be covered or be bound by the Trust Agreement establishing the HPAE Retiree Medical Trust. The Employer does not agree to be covered or be bound by any actions of the trustee under such Trust agreement. The employer is not a party to the Trust agreement.

10.05 **Credit Union:** The Hospital shall continue to provide the service of a credit union as currently exists.

10.06 **Malpractice Insurance:** The Hospital shall maintain the current malpractice insurance for all employees and shall continue to assume the full cost of it.

10.07 **Child Care:** Bargaining unit employees shall be entitled to participate in the Medical Center's on-site child care program under the same terms as non-bargaining unit employees.

11. MONETARY BENEFITS - MISCELLANEOUS

11.01 **Resignation:** An employee who terminates by resignation will give the Hospital four (4) calendar week's written notice. By mutual agreement, unused PTO time may be used as all or part of resignation notice requirement. An employee who resigns will be entitled to all accrued and unused PTO days and earned holidays. If insufficient notice is given or the employee is discharged in connection with the disciplinary process, terminal benefits will not be granted.

11.02 **Terminal Benefits:** An employee who is terminated by the Hospital by reason of layoff shall receive all accrued and unused PTO days and earned holidays, plus for sick leave bonus plan-eligible employees not exercising the cash out option in 1998, any frozen sick time accrued and unused.

11.03 **Shift Differential:** The Hospital shall pay additional compensation to employees who are assigned to work the evening and night shift as follows:

Shift Differential

3:00 p.m. to 11:30 p.m.:
11:00 a.m. to 11:30 p.m. - Three (\$3.00) dollars per hour

7:00 p.m. to 7:30 a.m.
10:00 p.m. to 8:30 a.m. - Five (\$5.00) dollars per hour
11:00 p.m. to 7:30 a.m.

An eight (8) hour employee is eligible for evening or night shift provided at least three (3) hours are worked in the 2nd or 3rd shifts beyond then end of their regularly scheduled shifts. Employees will be considered 2nd and 3rd shift employees as long as 75 % of their regularly scheduled hours are worked in the 2nd or 3rd shift.

For an employee who permanently receives a shift differential, such differential is considered part of the employee's regular pay and shall be included in payment for all paid leave as well as in the calculation of premium compensation rate.

11.04 **Charge differential:** An employee who performs the duties of charge will be compensated by an additional differential for each hour worked as follows:

Individuals shall be designated as in charge of a particular unit, when the nurse manager and the nurse manager's assistant, who have primary responsibility for that unit, are absent from the unit for two (2) or more hours or are off the premises for lesser periods of time. When either occurs, the individual designated as in charge shall be paid the differential of one (\$1.00) dollar per hour for all such hours worked. Charge shall be voluntary on the part of the employee provided someone is willing to take charge. In the event there are no volunteers, then charge shall be designated on a rotating basis. A log of the rotation shall be kept. Employees will not be required to take charge or be assigned charge in departments when a nurse manager or assistant nurse manager is on duty.

11.05 Mandatory On-Call: Full-time, part-time benefit-eligible and part-time non-benefit-eligible employees shall be required to be on-call in units and at times as per past practice or as new needs are defined by the Hospital. An employee required to be on-call shall be compensated in accordance with Hospital's on call policy of January 24, 1982 (revised 1/1/86) which shall be incorporated by reference into this Agreement.

Per Diems

- (a) Per diems holding positions designated in departments which are closed on the weekends and have call requirements, will be required to work two (2) call shifts per quarter on a weekend. Such time will count as a shift worked towards their requirement.
- (b) Per Diems shall be given a onetime option to meet their weekend requirement by choosing to enter the call rotation system designated by the department or by submitting a quarterly list of six (6) available weekend dates for On-call assignments by the first day of the month preceding the quarter.

The on-call per hour rates of pay shall be four (\$4) dollars / hr.

On call on a holiday shall be paid at time and one-half the on call rate

Emergency under Article III of the Policy shall not apply to call-ins because of absences of normally scheduled employees but refers to disaster situations such as numerous victims brought in as a result of a bus accident. Employees in the O.R. not on call who are called in to handle overflow work are paid in accordance with this emergency policy.

Parking: Six (6) parking spaces shall be reserved near an area that is well lit close to a twenty four (24) hour employee entrance. On-call employees will be provided with individually numbered on-call placard and are required to display placard on rear view mirror when parking in the designated on-call parking spaces.

Each unit shall have clearly defined on-call guidelines, approved by the union and the employer, for both mandatory and VOC. A copy of such guidelines shall be forwarded to the Union and posted on the Unit. The template for on-call will be incorporated by reference.

Mandatory on-call, shall be equally divided among all staff. In situations where on-call time is unequal due to the ratio of staff and coverage needs, the unequal time shall be rotated as above. Holiday call will be rotated and equally distributed. Thanksgiving, Christmas and New Year's shall be rotated as in section 8.03.

Employees working in departments that are closed on weekends and holidays shall have on-call assigned on a rotational basis. In the event the department observes a weekend holiday on the corresponding Monday or Friday, the following language shall apply:

Staff previously assigned the regular weekend day will be scheduled twenty four (24) hours of on-call on the Friday preceding a Saturday holiday or Monday following a Sunday holiday (for example, Pat's 24 hour regular Saturday falls on Christmas day. Fred's assigned holiday is Christmas. Pat's responsibility moves to Friday, December 24th because her unit is closed, observing the holiday on a Friday).

Each unit shall have clearly defined on-call guidelines. On-call shall be equally divided among all staff. In situations where on-call time is unequal due to the ratio of staff and coverage needs, the unequal time shall be rotated as above. Holiday call will be rotated and equally distributed. Thanksgiving, Christmas and New Year's shall be rotated as in Section 8.03

Voluntary on-call

The Employer may implement a voluntary on-call (VOC) in any unit. This voluntary call will be used during periods of high census or increase acuity which will include unscheduled PTO and not intended to replace regular staffing procedures § 3.04.

- (a) Employees on VOC are paid according to this section.
- (b) No Employee will be pulled from units utilizing VOC
- (c) Employee who choose not to take voluntary on-call will not have it count against them in their evaluation
- (d) Employees on VOC will have at least 60 min to respond to arrive at the hospital, however units may develop longer arrival times.
- (e) VOC will not used in place of the regular posting process in the contract for OT / extra shifts.
- (f) Employees on VOC will not be used on units where there is a lay-off or reduction of hours
- (g) An employee who signs up to be on VOC will be obligated to come to work if called.
- (h) Cancellation of VOC requires twenty-four (24) hours' notice as per cancellation of overtime policy unless employees secure their own coverage. Three or more cancellation of on-call in a 12-month period is subject to the discipline as per policy.
- (i) A list for VOC will be separate from any mandatory call.
- (j) If an employee has his/ her overtime or scheduled extra shift cancelled as per contract then the employee will be given the option to be placed on VOC and will have preference to be called in if the need arises seniority notwithstanding.
- (k) Per Diem employees may sign up for VOC however, such time shall not count towards their required work.

(l) Agency Nurses (day or contracted) will not be permitted to sign up for this program.

11.06 Tuition Reimbursement: Employees shall be entitled to tuition reimbursement in accordance with the Hospital's Tuition Reimbursement Policy which shall be incorporated by reference into this Agreement. The Hospital will provide at least sixty (60) calendar days' notice of any substantial changes to the Tuition Reimbursement Policy prior to implementation and will negotiate over the effects.

1. Full-time up to 100 % reimbursement for each course to a maximum of \$5,000.00 per calendar year as defined by policy.
2. Part-time benefit-eligible up to 100% reimbursement for each course, up to a total maximum of \$2,500.00 per calendar year as defined by policy.
3. Part-time non-benefit-eligible up to 100% reimbursement for each course, up to a total maximum of \$1,250.00 per calendar year as defined by policy

Courses must be job (nursing) related or prepare an employee for promotional opportunity as specified by the Hospital. Employees engaged in courses of study which are neither job related nor prepare for a promotional opportunity as specified by the Hospital as of the date of this agreement may continue such studies.

Bargaining-unit members who are engaged in an approved course of study as of November 1, 2018 will be subject to the current plan for the life of the Agreement.

11.07 Inclement Weather Benefit: On occasions where snow or inclement weather impairs transportation to and from the Hospital, employees whose arrival to work is delayed shall not be docked pay provided employees work 2/3 of scheduled work day.

11.08 Recruitment Bonus: Effective 8/1/2018, bargaining-unit members will be eligible to participate in any referral program or recruitment bonus program offered to non-bargaining unit employees in accordance with parameters and guidelines of the program.

12. DISCIPLINE AND DISCHARGE

12.01 The Hospital shall reserve the right to discipline, suspend or discharge any employee only for just cause.

No employee shall be suspended prior to review/consultation taking place with the Vice-President of Human Resources, Administrative representative or Administrator on-call unless there is a demonstrated, clear and present danger to patients or staff personnel. An official of the union must be notified as soon as possible to ensure that this standard has been met. A suspension will be no more than three days (total of 24 hours).

In the event an employee is suspended, the Hospital will schedule the disciplinary review meeting within two (2) working days of notice of the suspension.

12.02 The designated Union representative, the Union office and the employee involved shall be advised, in writing, of any discharge, suspension or disciplinary action. A copy of the notice given to the employee shall be mailed to the Union within twenty-four (24) hours.

12.03 An employee shall have the right to have the Union representative of his/her choice present during any disciplinary conference or investigational conference which may lead to discipline of the employee being interviewed. If the representative chosen by the employee is not available or will not be available in a reasonable time period then a Union representative will be designated by the Union. Reasonable efforts shall be made to schedule such meetings at mutually convenient times and not on employee's day off.

There will be no loss of pay for employees who attend meetings while on duty.

13. GRIEVANCE PROCEDURE

13.01 Definition: A grievance an employee/Union may have arising from the application, interpretation or claimed violation of any clause of this Agreement will be adjusted as stated in paragraphs 13.02 through 13.10.

Reasonable efforts shall be made to schedule grievance meetings at mutually convenient times and not on employee's day off. There will be no loss of pay for employees who attend grievance meetings while on duty time.

13.02 **Step I** - Chief Nurse Executive: Grievances shall be raised by the employee and /or union representative with the Chief Nurse Executive or his/her designee in writing within ten (10) working days from occurrence giving rise to the grievance or within ten (10) working days from the time the employee should have reasonably been aware of such occurrence, whichever is later.

If the matter is not resolved within five (5) working days of presentation of the grievance, it may be taken to Step II.

The employee, at his/her request, shall have the right to have a Union representative present.

13.03 **Step II** - Vice President of Human Resources: The employee/Union shall forward the grievance to the Vice President of Human Resources or his/her designee within five (5) working days after the receipt of the written response from the Department Manager.

The matter will be investigated and meeting scheduled within ten (10) working days after the receipt of the written appeal. A written response to the grievance shall be given within five (5) working days after the meeting and returned to the grieving party. If there is no resolution, the grieving party may progress to Step III.

13.04 **Step III** - Arbitration: The grievance may be submitted to arbitration by the Union within twenty (20) working days from the receipt of the answer in Step II by submitting the grievance to the American Arbitration Association (A.A.A.). The arbitrator shall be appointed under the rules and regulations of the A.A.A.

13.05 The decision of the arbitrator shall be final and binding on both parties.

13.06 The cost of arbitration shall be divided equally between the parties to this Agreement.

13.07 The Hospital shall, at the employee's request, make every reasonable effort to reschedule any employee called as a witness in any arbitration hearing in order that said employee shall have continuity of income. However, such efforts shall not include making changes that necessitate overtime.

13.08 Grievances regarding matters to which the Employer's representatives in Step I have no authority to resolve may be submitted to the next level of the grievance procedure.

13.09 For the purpose of this procedure only, the working day shall be defined as hours between 8:00 am and 5:00 pm., excluding Saturday, Sunday and holidays.

The day of occurrence of the act or the failure to act that causes a grievance shall not count as a day in the time limits set forth in this procedure.

13.10 Failure by the non-grieving party to abide by the time limits set forth in this procedure will give the grieving party(s) the right to submit the grievance to the next step. Failure by the grieving party to abide by the time limits shall mean that the grievance has been dropped.

14. PARKING: The employer will provide free parking spaces for all employees.

15. LOUNGES: As per past practice, the Hospital will provide employee lounges.

16. HEALTH & SAFETY:

16.01 The Hospital shall provide and maintain safe standards and environment for the protection of the employees.

16.02 All Registered Nurses shall be instructed and fitted for TB masks (duck bill). Such masks shall be available in all patient care areas. Registered Nurses who fail to complete mandatory health and safety requirements will not be permitted to work until such requirements are met. Fit testing shall be conducted each year.

16.03 All patient care areas shall have a minimum of one (1) patient transfer roller or similar device available to assist in preventing injuries.

16.04 The Hospital agrees to establish standards of care and administrative procedures to ensure the safe usage of latex in patient care.

16.05 The Hospital agrees to eliminate the use of powdered gloves. The employer will provide education of the proper use of Nitrile gloves and will have the gloves, in all sizes, available on all units.

16.06 The Hospital will provide sterile eyewash cups on each nursing unit

16.07 The Employer will have lift teams available to assist in lifting of patients during the day for all nursing units. The Union and Hospital will meet and discuss the need for lift teams on the evening and night shifts.

16.08 Issues regarding Safe Patient Handling and Work Place Violence will be part of the regular agenda of the Labor / Management committee. The committee may develop subcommittee.

16.09 Fitness for Duty/Substance Abuse

HPAE will support the Medical Center in the implementation of the fitness-for-duty and substance abuse policies.

The Hospital's fitness for duty and substance abuse policies shall be incorporated by reference with the following exception: In the event an employee is found to be diverting narcotics for their own

use, they will receive a level II suspension, and shall be entitled to a LOA up to a maximum of twelve (12) weeks, only when the following is true: no prior level 2 infractions, no confirmed negative patient impact resulting from the diversion, AND the employee acknowledges a substances abuse problem and agrees to enter and remain compliant with RAMP or other company-approved alternative to discipline program. Such leave time will run concurrent with any remaining FMLA time.

17. SEPARABILITY: This Agreement and its component provisions are subject to any present or future laws and regulations. If any federal or New Jersey state law or regulation, or the final decision of any federal or state court or administrative agency affects any provisions of this agreement, each such provision will be deemed amended to the extent necessary to comply with such law, regulation or decision but otherwise this Agreement will not be affected.

18. NO STRIKE/NO LOCKOUT:

18.01 The Hospital agrees that there shall be no lockouts during the term of the Agreement.

18.02 Neither the Union, its officers, agents, representatives or any employee shall engage in a strike, sympathy strike, work stoppage, slowdown, concerted refusal to work overtime, cessation or stoppage or interruption of work, refusal to cross a picket line, or prevent or attempt to prevent the access of any person to the Hospital's facility during the term of this Agreement.

18.03 Any employee engaging in a strike or work stoppage may be subject to discipline up to and including discharge. Such discipline or discharge shall be subject to the arbitration provisions of this Agreement. In the specific case where there has been a strike or work stoppage, then in such case, the arbitrator's decision shall be limited as to the questions of whether that employee actually engaged in a strike or work stoppage.

18.04 The Union, its officers, agents, representatives and members shall not in anyway, directly or indirectly, condone or lend support to any conduct or action in violation of 18.02. The collective action of employees in violation of this Article may also be deemed to be the action of the Union, its officers, agents, representatives, stewards and members.

18.05 In addition to any other liability, remedy or right provided by applicable law or statute, should any action in violation of 18.02 occur, the Union, its officers, agents or representatives shall, within two (2) hours of a request by the Hospital, publicly disavow such action by their employees and as soon as possible, notify each and every individual employee of its disapproval of such action and issue a prompt back to work order.

18.06 In the event of an alleged or asserted breach of this section, 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.

19. NON DISCRIMINATION: Neither the Hospital or the Union will discriminate against any employee or applicant for employment as an employee, in any matter relating to employment because the employee is a member of the Union, because of race, color, creed, ethnicity, ancestry, marital status or domestic partnership status, gender, pregnancy, age, religion, affectional or sexual orientation, gender identity and expression, genetic information, atypical cellular or blood trait, mental or physical disability, veteran status, national origin or citizenship status, or because the employee has filed any complaints or

grievances with the Hospital or any other protected status in accordance with all federal, state and local laws.

20. SCOPE OF BARGAINING: The Hospital and the Union acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, which constitutes the full and complete agreement between the parties notwithstanding any oral agreement or any past practices, policies or procedures. Therefore, the Hospital and the Union, for the term of this Agreement, each voluntarily and unqualifiedly waive that right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter whatsoever.

Alteration of any past practices, policies or procedures applicable to both bargaining unit employees and others shall not occur unless the changes are also applicable to the other employees affected as well as to bargaining unit employees unless there is specific reasonable grounds to make them applicable to bargaining unit employees only.

21. MANAGEMENT RIGHTS: The management and operation of the enterprise and the direction of the work force are vested exclusively with the Hospital. The Hospital retains all of the power, rights, functions, responsibilities and authority to operate its business and direct its employees except as limited by express language of this agreement.

Prominent among the rights reserved to and retained by the Employer but by no means wholly inclusive, are the sole right to hire, discipline or discharge for just cause, layoff and promote; to determine or change the starting and quitting time and the number of hours worked; to promulgate reasonable rules and regulations; to assign duties to the work force, to assign or transfer temporarily or permanently employees to other classifications within the jurisdiction of the Union as operations may require; to introduce new or improved methods, equipment of facilities; and in all respects to carry out the ordinary and customary functions of management.

The Hospital reserves the right to discontinue operations in whole or in part to transfer, to sell or otherwise to dispose of its business in whole or in part, to determine the number and types of employees required and to otherwise take such measures as management may determine to be necessary, to the orderly or economical operation of the business. The above set forth management rights are by way of example but not by way of limitation. The Union recognizes that the Employer may introduce a revision in the method or methods of operation, which may produce a revision in job duties and reduction of personnel in any job classification.

22. WAGE SCALE

22.01 Wage Schedule:

- A. Starting Rate of Pay = \$ 28.63
- B. Wage Scale attached Appendix B-C for:
 - Staff RN
 - Per Diem RN
 - Nurse Clinician
 - Clinical Nurse Specialist

- Nurse Anesthetist

C. Educational Differentials:

- Effective 11/1/15, RNs with a Bachelor’s of Science in Nursing degree shall receive a differential of \$1.50 per hour. RNs receiving the Bachelors differential without a BSN prior to 11/1/15 shall continue to receive the differential.
- Effective 11/1/15, RNs with a Master’s of Science in Nursing degree shall receive a differential of \$2.00 per hour. RN’s receiving the Master’s differential without an MSN prior to 11/1/15 shall continue to receive the differential. RNs receiving the differential for Master degrees will not be eligible for the Bachelor’s degree differentials.
- RNs with one national certification shall receive a differential of a \$2.00 per hour.
- RNs with two or more national certification shall receive an additional differential of \$0.75 per hour.

D. CARE – Differentials

I.	CARE: Clinical Nurse (Level I), Crisis R.N.	-0-
II.	CARE: Clinical Fellow (Level II)	\$1.00
III.	CARE: Clinical Resource (Level III), Utilization Review, Infection Control, Quality Assurance,	\$2.00
IV.	CARE: Clinical Scholar (Level IV), Nurse Clinicians	\$3.00
V.	CARE Specialty Scholar Level V	\$4.00

E. If Nurse Clinician, Clinical Nurse Specialist or In-Service Instructor change to staff positions, they will not be required to wait a year and will assume corresponding CARE level providing the other criteria is met. Effective November 1, 2011, RNs who move to positions that requires a Bachelor’s degree or Master degree (for example those positions listed in Article 22.01) are not entitled to the foregoing degree differential. RNs who are in a position that requires a Bachelor’s degree or a Master’s degree as of November 1, 2011 will continue to get the \$1.50 for a Bachelors or \$2.00 an hour for a Master’s degree only. These RNs are not subject to any future increases to the differentials for as long as they are in the Bachelors’ /Masters’ required position. An RN receiving the differential for a Master’s degree will not be eligible for the bachelor’s degree differential.

F. Any increase in differentials for Bachelors or Masters shall be added to the Nursing Education Wage for the Nurse Clinicians, Clinical Nurse Specialist, In-Service Education and Nurse Anesthetists.

G. Performance Evaluations: The calendar year of January 1st – Dec 31st will be the time period for the performance evaluations. Results of such performance appraisals may be grieved pursuant to Section 13 of this Agreement. However, the results of such performance appraisal may not be revised by an arbitrator unless the hospital’s actions are arbitrary and capricious.

Employees who were on a leave of absence greater than nine (9) months in the performance year, will not be eligible for a performance evaluation or merit increase the following year. Eligible full-time and part-time employees hired before October 1st in the performance shall receive their performance evaluation during the pay period closest to July 1st of each year, with performance based increases as outlined below, based upon their performance appraisal rating. Eligible per diem employees hired before July 1st in the performance year shall receive their performance evaluation during the pay period closest to July 1st of each year, with performance based increases as outlined below, based upon their performance appraisal rating.

Overall Rating	7/1/2019
	Performance Increase
1.0 – 1.74	0
1.75 – 1.99	0
2.00 - 2.24	1.75 %
2.25 – 2.49	2.0 %
2.50 – 2.74	2.25 %
2.75 – 3.00	2.50 %

Eligible employees will receive a % increase which will be added to their base rate (as defined in side letter 5 of the contract).

As of April 30th of each year, the Hospital shall provide a report to the Union containing the performance Assessment scores of the bargaining unit members. The union shall have ten (10) days from the date of receiving the scores from the hospital to grieve any assessment.

22.02 Starting Rates of Pay

New Hire rates of pay Appendix B – C:

Prior RN experience can be granted up through fifteen (15) years. Prior LPN hospital experience on a two (2) for one (1) basis can be granted up to the five (5) year RN level. Current employees who may have past LPN hospital experience will receive a two (2) –one (1) year credit up to five (5) year rate.

22.03 Per diem Rate of Pay

- A. Per Diem employee’s Wage scale – Appendix A-C
- B. All Per Diem employees below the rate will be adjusted.
- C. If bargaining unit employees convert to per diem status during this agreement, they shall be placed at the above rate of pay or their rate of pay, whichever is greater.
- D. A bargaining unit employee who is in the CARE program and converts to per diem status shall maintain the current CARE differential until the time of expiration. The employee will not be eligible to renew membership in the CARE program as a per diem
- E. Wage scale noted in Appendix C is to be used for conversion only. The *years of experience represent the number of years working as a staff RN only. A Per Diem employee who converts to a full-time, part-time benefit-eligible, or part-

time non-benefit-eligible position shall be placed on the wage scale below. (for conversion PD to full-time, part-time benefit-eligible, or part-time non-benefit-eligible only)

23. SUBCONTRACTING: The Medical Center retains the right to sub-contract any bargaining unit work in the future based upon patient care needs or economic consideration. Before any final decision regarding sub-contracting is reached, the Hospital will meet with the Union as soon as practicable to negotiate with the Union as to the effects.

24. SUCCESSORSHIP

In the event that the entire operation of the Hospital is taken over for any reason; including but not limited to acquisition, affiliation, receivership or bankruptcy proceeding or merger, then the collective bargaining agreement shall remain in effect only as to the extent and duration provided by operation of the National Labor Relations Act and this agreement shall not provide any additional rights or obligations over and above those provided under law.

25. DURATION

Either party may notify the other of its desire to terminate its agreement and renegotiate a new agreement in writing at least ninety (90) days prior to the expiration of this Agreement.

This agreement shall expire 7:00 a.m. on May 31, 2020.

APPENDIX A – INTENTIONALLY LEFT BLANK

APPENDIX B – HPAE Rates of Pay

Job Code	340	349	379	389	390
Referenced Worksheet	Nursing	Nursing	Nursing	Nursing	Nursing
Title	REGISTERED NURSE	PER DIEM R.N.	NURSE CLINICIAN	CLINICAL NURSE SPECIALIST	NURSE ANESTHETIST
New Grade	RN1	RN10	RN4	RN7	RN13
Status	NON-EXEMPT	NON-EXEMPT	EXEMPT	EXEMPT	EXEMPT
0 Years	28.63		32.92	\$46.79	79.33
1 Year	29.20		33.58	\$47.26	80.91
2 Year	29.79		34.25	\$47.74	82.53
3 Year	30.38		34.93	\$48.22	84.18
4 Year	30.99		35.63	\$48.71	85.86
5 Year	31.61		36.35	\$49.20	87.58
6 Year	32.24		37.07	\$49.70	89.33
7 Year	32.89		37.81	\$50.20	91.12
8 Year	33.54		38.57	\$50.70	92.94
9 Year	34.22		39.34	\$51.22	94.80
10 Year	34.90		40.13	\$51.73	96.70
11 Year	35.60		40.93	\$52.26	98.63
12 Year	36.31		41.75	\$52.78	100.60
13 Year	37.04		42.59	\$53.32	102.62
14 Year	37.78		43.44	\$53.86	104.67
15 Year	38.65		44.44	\$54.40	107.09
Minimum of Pay Range	28.63		32.92	\$46.79	79.33
Mid of Pay Range	38.65		44.44	\$54.40	107.09
Per Diem Rate	38.65	38.65	44.44	\$54.40	125.00
Shift 2	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00
Shift 3	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00
Education Pay Eligible	Yes	Yes	No*	No*	No*
Certification Pay Eligible	Yes	Yes	Yes	Yes	Yes
C.A.R.E.	Yes	As per contract	No	No	No
Preceptor Pay	Yes	Yes	Yes	Yes	Yes

*As per contract 22.01 B

APPENDIX C – PER DIEM CONVERSION TO FULL-TIME OR PART-TIME

Years of Experience	Rate of Pay
0	28.63
1	29.20
2	29.79
3	30.38
4	30.99
5	31.61
6	32.34
7	32.89
8	33.54
9	34.22
10	34.90
11	35.60
12	36.31
13	37.04
14	37.78
15	38.65
16	39.42
17	40.21
18	41.02
19	41.83
20	42.67
21	43.53
22	44.40
23	45.29
24	46.20
25	47.12

Wage scale is to be used for conversion only. The *years of experience represent the number of years working as a staff RN only.

A Per Diem employee who converts to a full-time or part-time Position shall be placed on the wage scale below.

Appendix D – Mentorship Opportunities to Develop and Enhance Learning for Staff

Purpose: The Jersey Shore University Medical Center Mentors Program, a formal mentoring initiative, provides a structure to support the pairing of more skilled and experienced staff with new, less experienced nurses and nursing students for professional development purposes. The Mentor in this program supports, guides, teaches, and role models professional excellence and helps the protégée / mentee to develop his or her own unique skills, abilities and sense of professionalism.

Given the combined pressures of the nursing shortage and increased patient care demands, it has never been more important to retain and utilize the talents of our most experienced and educated bedside nurses to help support and guide our next generation of nurses. An investment in both experienced as well as novice nurses will help keep them motivated and engaged and will provide rich rewards by fostering staff loyalty, retention and high performance. Mentorship can serve as an important on the job training and development tool for career success.

Objective:

1. To provide one on one support by experienced professionals to improve the overall performance and champion career development for less experienced nurses and nursing students.

Eligibility:

Mentor: Mentors are knowledgeable individuals who are willing to share their expertise with the next generation of nurses. To become a Mentor, an applicant should be at the Clinical Scholar level of the CARE program, must be nationally certified, and must demonstrate strong interpersonal skills. Mentors must have a minimum of three (3) years of experience as an RN.

The process for becoming a Mentor will include:

- Completion of an application, self-assessment and bio
- Recommendation from Manager/Peer
- Attendance at a training program to develop mentoring skills
- Commitment to mentor at least one mentee/protégée for one year

Protégé or Mentee Eligibility: Any nurse may request a mentor after completing the three-month orientation period. New nurses are encouraged to request a mentor once the preceptorship has ended. Mentorship's are also available for student nurses who complete the Summer Student Nurse Externship Program and students who are sponsored by the Hospital in an approved partnership program.

Process for Mentoring Relationship:

1. Mentors are selected
2. Mentor Skill Training Program initiated
3. Nurse/Nursing Student requests a mentor
4. Mentors/Mentees are matched
5. Mentor/Mentee pair meets to develop goals and review expectations
6. Action Plan developed

7. Mentor/Mentee pair meet face to face initially twice per month, and engage in two (2) additional contacts per month (which may be face to face, or by telephone or email) to discuss mutually agreed upon goals
8. Mentors submit monthly progress reports
9. Length of mentorship will be one (1) year
10. Final evaluation of mentor and mentee conducted
11. Program impact of mentorship on mentor and mentee addressed

Maximum number of mentees per mentor: **2 per year**

Beginning July 1, 2005, an employee selected for the Mentorship program shall receive **\$2,000.00** bonus divided into two (2) equal payments six (6) months apart per year.

APPENDIX E – RN PRECEPTOR PROGRAM

PURPOSE

The preceptor program is designed with four main goals related to recruitment, orientation, and retention:

- 1) To offer a program to prospective new nurse candidates that differentiates Jersey Shore University Medical Center from other hospital employers and delivers a true competitive advantage for hiring and retaining nurse professionals.
- 2) To develop a program that meets unit needs while reducing the amount of non-productive time for the new nurse.
- 3) To develop a program that provides the preceptor with the knowledge, skills, and abilities necessary for effective precepting.
- 4) To develop a program that provides the preceptor with adequate reward and recognition for their individual efforts in precepting staff.
- 5) To ensure that preceptors consistently integrate proper standards of care, standards of practice, and hospital policies into their own practice in a manner that impacts their preceptees' practice.

PRECEPTOR ROLE & SELECTION CRITERIA

The Preceptor functions as a teacher and guides nursing activities of the nurse on orientation.

Preceptor Performance Criteria

- Assesses new employee's experience level to determine level of support and instruction required
- Assesses the new employee's learning style and plans learning experiences accordingly
- Develops goals and objectives in collaboration with the new employee and clinical educator
- Shares patient assignment by progressively delegating patient care responsibilities to the new employee
- Chooses patient assignment based on educational goals and objectives
- Acts as a role model for the new employee by adhering to nursing policies and procedures when giving patient care
- Assists the new employee in organizing and prioritizing daily patient care routines
- Provides feedback to the new employee on a daily basis and evaluates progress toward fulfilling designated goals and objectives on a weekly basis
- Collaborates with the clinical educator and nurse manager as necessary to Evaluate progress and to address any training issues
- Provides a written evaluation to the new employee at the conclusion of the preceptorship

APPENDIX F – CARE: CLINICAL ADVANCEMENT AND RECOGNITION OF EXCELLENCE PROGRAM

BYLAWS

Purpose: The purpose of the Jersey Shore University Medical Center (JSUMC) Clinical Advancement and Recognition of Excellence program (C.A.R.E Program): is to reward and recognize professional excellence, to provide the Registered Professional Nurse the opportunity for advancement and increased compensation, and to acknowledge clinical expertise at the bedside/clinical setting.

Objectives:

1. To enhance patient C.A.R.E through clinical excellence
2. To improve job satisfaction, encourage recruitment, aid retention efforts, and to improve the nurse's engagement to the institution
3. To provide opportunities to enhance professional development and encourage the development of clinical expertise
4. To provide an outcomes based model that accurately demonstrates the expertise of the bedside nurse

A C.A.R.E Committee will be established at each campus which is governed and administered by the Registered Professional Nurses who have achieved C.A.R.E status. In addition, a system-wide C.A.R.E Steering Committee will meet quarterly to review policy and outcomes of the program and make system-wide recommendations. The Steering Committee will be advisory in nature and will have no direct jurisdiction over hospital campus committee function. The Steering Committee will include the Chairpersons of the C.A.R.E Committees of each hospital campus, the Care Coordinator, RN staff members, and representatives from management and nursing education.

The members of each campus C.A.R.E Committee shall elect three (3) officers per campus:

1. Chairperson
2. Vice Chairperson
3. Secretary

The Chairperson is responsible for the administration of the campus C.A.R.E Program and will also preside over all the Committee meetings.

The Vice-Chairperson shall in the absence of the Chairperson assume all responsibilities as noted above. The Vice-Chairperson shall also be responsible for review of all C.A.R.E maintenance portfolios with assistance as needed from members of the Committee.

The Secretary shall maintain the attendance sheets and minutes of all Committee meetings. Minutes of all meetings shall be submitted to the Chief Nurse Executive within two (2) weeks of the meetings and all campus and steering committee minutes will be forwarded to the Nursing Council.

An Administrative Representative, the C.A.R.E Program Coordinator, shall serve as the administrative liaison with full voting rights. Nurse Managers and nurse educators will be invited to participate as needed.

CARE Program Representatives

Each hospital unit will be invited to send at least one (1) C.A.R.E program representative who will be responsible for educating colleagues about the C.A.R.E process and who may attend meetings. The Committee officers in addition to ten (10) reviewers/appraisers will be elected / selected by the C.A.R.E program representatives to review clinical portfolios and make recommendations for C.A.R.E. The appraisers shall be limited to two (2) members from the same unit except for the Committee Officers. These appraisers should be working toward reaching the Clinical Scholar level. Appraisers are expected to attend 80% of the meetings, will be reimbursed or granted time to attend meetings, and will receive credit for maintenance of their own C.A.R.E status.

Meetings

C.A.R.E program meetings will be held at least quarterly. The purpose of the C.A.R.E meetings is to discuss changes in policy and criteria, and to provide a forum for the assessment of registered nurses who are seeking C.A.R.E. All registered nurses who participate in the C.A.R.E program may attend C.A.R.E meetings. Appraisers are expected to attend all meetings and must attend a minimum of 80% of meetings.

Officer Election Process

A nominating committee shall be established consisting of two (2) members from the C.A.R.E committee (not running for officer position) to represent staff nurses and the C.A.R.E program coordinator, to represent administration:

1. The administrative liaison (C.A.R.E program coordinator), will send out “self-nomination” ballots to all C.A.R.E program members.
2. Officer elections will be held at the December meeting of the C.A.R.E Committee.
3. The election will be held by secret ballot at the December meeting.

Term of Office

The term of office for all elected officials will be for three (3) years. In the event that an elected official cannot complete the term of office, the members of the C.A.R.E Committee shall appoint a new officer.

- JSUMC: forthcoming elections = December 2018
- SOMC: forthcoming elections = December 2018

Sub Committees

Subcommittees will be formed and will meet as needed.

C.A.R.E Status for Chairpersons

Chairpersons and Vice Chairpersons shall be exempt from submitting renewal applications for their C.A.R.E status during their term of office and one renewal after completing/resigning their term of office.

Chairpersons and Vice Chairpersons will submit, for the record, a Portfolio Cover page with the Forces of Magnetism on their C.A.R.E renewal date.

ADVANCEMENT ELIGIBILITY

Eligibility for Current RN Staff

1. All current RN staff nurses are eligible to participate in the C.A.R.E. program.
 - a. First time applicants, regardless of their years of employment, begin their advancement at the Clinical Fellow Level (Level II).
 - b. Registered Nurses may advance in sequential order, one level at a time, at a minimum of twelve (12) month intervals.
2. Nurse Managers, Assistant Nurse Managers, Nurse Educators, Clinical Coordinators, Clinical Nurse Specialists, Faculty, and Case Managers, if they return to staff positions, may apply immediately to the appropriate C.A.R.E program level as long as they meet all of the criteria for that level.
3. Per Diem nurses are not eligible for C.A.R.E, however, a Per Diem RN who transfers to a full time or part-time status may apply to the appropriate C.A.R.E level as long as they meet all of the criteria for that level and have completed their probationary period.
4. Per Diem nurses transferring back to a full or part-time status who were advanced within three (3) years prior to Per Diem status must notify the C.A.R.E Committee of their status change. The appropriate C.A.R.E level will be reinstated with the original maintenance date.

Eligibility for Newly Hired Registered Nurses

1. Experienced RNs
 - a. Newly hired Registered Nurses with a minimum of three (3) years of experience may apply for the most appropriate C.A.R.E level as listed in the “Timelines for New Hire C.A.R.E. CLEP Advancement” table below as long as they meet all of the criteria.
 - b. If the above criteria cannot be met eligibility returns to that of the Newly Graduated Registered Nurse with the noted time limits.

Timelines for NEW HIRE C.A.R.E. CLEP Advancement

Month of Hire	Submission Date	Planned Advancement
September October November	March 1	April
December January February	June 1	July
March April May	September 1	October
June July August	December 1	January

2. Newly Graduated RNs

- a. Nurse Clinician — Level I: Registered Nurse has completed hospital and unit orientation, and the three month probation period.
- b. Clinical Fellow — Level II: Registered Nurse has practiced within the Hackensack Meridian Health Network’s Hospitals for a period of fifteen (15) months (includes 3 months’ probation).
- c. Clinical Resource — Level III: Registered Nurse has practiced in the role of Clinical Fellow — Level II for one (1) year and has met all the requirements for advancement to Clinical Resource.
- d. Clinical Scholar— Level IV: Registered Nurse has practiced in the role of Clinical Resource —Level III for one (1) year and has met all the requirements for advancement to Clinical Scholar

SPECIALTY SCHOLARS

Specialty Scholars are cohorts of Registered Nurses promoting best practices in specialty roles. These cohorts will be guided by designated leaders for that specialty area.

Eligibility for Current RN Staff

1. No previous C.A.R.E, status is required to apply for Specialty Scholar status.
2. Registered Nurses who have practiced within the Hackensack Meridian Health Network’s Hospitals for a period of fifteen (15) months (includes 3 months’ probation) may apply.
3. Nurse Managers, Assistant Nurse Managers, Nurse Educators, Clinical Coordinators, Clinical Nurse Specialists, Faculty, and Case Managers, if they return to staff positions, may apply immediately as long as they meet all of the criteria.
4. Per Diem nurses are not eligible for C.A.R.E, however, a per diem RN who transfers to a full time or part-time status may apply as long as they meet all of the criteria and have completed their probationary period.

Eligibility for Newly Hired Registered Nurses

1. Experienced Registered Nurses hired from outside of HMM: RNs with a minimum of fifteen (15) months of experience may apply following the three (3) months’ probation period.
2. Experienced Registered Nurses hired from within the HMM: RNs who have practiced within the Hackensack Meridian Health Network’s Hospitals for a period of fifteen (15) months, inclusive of their three (3) month probationary period, may apply.

APPLICATION PROCESS

C.A.R.E is a professional program and all documents **MUST** be submitted accordingly:

1. Complete the on-line application or manually type the application form.
2. Submit the completed application in full with the required documentation of activities.
3. Submit the application prior to deadlines outlined in the table below.
4. Failure to comply with the preceding steps may result in the rejection of the application and delay advancement until the next scheduled advancement date (three months) provided that the application is resubmitted completed and timely.

Application Documents

1. Application forms and information regarding requirements for advancement may be obtained on the **Meridian Intranet**.
<http://intranet.meridianhealth.com/MHI/resources/Nursing/CAREProgram.cfm>
2. Nurses who are interested in applying are strongly encouraged to seek guidance and any necessary educational counseling from the C.A.R.E coordinator, nurse educator, C.A.R.E officers or members, and/or manager at least two (2) months before the proposed application date.
3. Applicants for Specialty Scholar status must complete the requirements for that specialty cohort and submit their application to the cohort leader(s) for approval and recommendation to the C.A.R.E Committee.
4. At JSUMC, applications must be submitted to the Nursing Office, signed-in with the secretary, and placed in the designated file cabinet. All other campuses will submit applications to the C.A.R.E Committee Chairperson or in the designated place.

Submission Date	Planned Advancement
December 1st	January
March 1st	April
June 1st	July
September 1st	October

5. Applications received after the above dates will be returned to the applicant to be resubmitted at the next submission date. When the application is resubmitted, all required criteria must reflect the new application date.

REVIEW PROCESS

Responsibility

1. Two (2) C.A.R.E Committee appraisers will be assigned by the Chairperson to review each application/portfolio.
2. The appraisers will review each application/portfolio, verify the information contained in the portfolio, and if necessary contact the C.A.R.E candidate for additional information.
3. The appraisers will present the application and their recommendations to a Review Panel of the C.A.R.E Committee for approval/disapproval of the application. A two thirds (2/3) majority of those voting will be considered a decisive vote in disputed cases.
4. The Review Panel will forward all recommendations to the Chief Nurse Executive for final review.

Review Teams

Each application will be initially reviewed by the unit representative and the Chairperson for the C.A.R.E Committee or his/her designee for completeness. Each application will also be reviewed by a team of two (2) reviewers, as follows:

1. Members of the C.A.R.E Committee will not review their own documents, nor will they vote on the acceptance or rejection of their own application.
2. Clinical Scholar Level IV nurse may review applications for Level II, III, or IV advancement.
3. A Clinical Resource Level III may review Level II or III applications.

The applicant's Nurse Manager will complete a form verifying that the candidate meets the performance criteria and all unit competencies. The checklist, along with any comments pertaining to the applicant's clinical performance should be returned to the Chairperson of the C.A.R.E Committee, prior to the scheduled date of advancement.

It is the applicant's responsibility to ensure his/her manager receives the notice/checklist. All nurse managers are invited to attend C.A.R.E meetings.

APPROVAL OF APPLICATION

The Committee for C.A.R.E will submit advancement requisitions to the campus Human Resources department for processing. All C.A.R.E actions shall be reported to the Nursing Council.

DENIAL OF APPLICATION

An RN may not apply for C.A.R.E. recognition within six (6) months of the application date, or advancement within twelve (12) months he/she has received a documented discipline notice for a gross clinical infraction, performance appraisal, or has in his/her file of an incident due to a major error, as determined by the applicant's Manager, Director of Nursing Education, and C.A.R.E Committee Chairperson in consultation with the C.A.R.E Committee Officers.

If the appraiser team finds that the applicant has failed to meet one or more requirements, the team will cite the specific shortcomings noted, and will submit its findings to the Review Panel of the C.A.R.E

The Committee will transmit these findings to the candidate, together with a suggested learning action plan. The Committee and C.A.R.E Program Coordinator will also offer the unsuccessful candidate any educational assistance, counseling or other help needed to meet the required criteria. Unsuccessful candidates may re-apply at the next scheduled application date.

APPEAL OF DENIAL

Unsuccessful candidates have the right to appeal an unfavorable decision from the C.A.R.E Committee as follows:

1. They may ask to meet with the review team to review and discuss data relevant to the criterion that was not met. Then if unresolved,
2. They may appeal to the C.A.R.E Committee. This appeal may be made in person or in writing. To hear an appeal, at least ten (10) members of the Committee must be present. A two thirds (2/3) majority vote is required to reverse the denial of application. Then if unresolved,
3. They may appeal to the Chief Nurse Executive to review the decision.

MAINTENANCE OF CLINICAL LADDER STATUS

Maintenance of C.A.R.E level status will be reviewed every three (3) years during the month of the employee's advancement on the C.A.R.E program. All nurses who wish to advance to a higher level and have met the criteria for advancement may do so at any point during the three (3) year maintenance period at the regular submission periods.

Maintenance of Specialty Scholar status will be reviewed annually during scheduled report out.

1. Reports must be complete and submitted on time.
2. Specialty Scholars are responsible for keeping track of their report due dates.
3. Failure to submit reports on the scheduled due dates will result in immediate loss of C.A.R.E status. Specialty Scholar may submit a request for additional time to submit required reports and approval shall be granted on a case by case basis.
4. Failure to attain/maintain Specialty Scholar Eligibility requirements agreed to in the Specialty Scholar contract will result in immediate loss of status. Specialty Scholar may submit a request for additional time to attain or maintain Specialty Scholar requirement and approval shall be granted on a case by case basis.

It is the responsibility of each RN to get the necessary documentation ready for review. During the month the RN is to be reviewed, he/she must submit to the C.A.R.E Committee, or their designee, all required documentation detailed in the Criteria for Maintenance, verifying maintenance of status.

ALL APPLICATIONS FOR MAINTENANCE MUST BE COMPLETE AND SUBMITTED ON TIME.

Applicants are responsible for keeping track of their renewal dates and sending a completed application packet to the Committee for review prior to the expiration date.

1. Failure to submit an application portfolio during the required submission period will result in immediate loss of status.
2. RNs who are unable to meet some or all of the criteria for maintenance of status because of prolonged illness, military, service, or a similar compelling reason, must notify the Committee of this in a timely fashion and must furnish documentation of the cause. The Committee will determine whether to recommend an extension of the C.A.R.E status on a case by case basis. Under normal circumstances, this extension should not exceed three (3) months. This recommendation will be forwarded to the Chief Nurse Executive for final review.
3. Nurses on maternity leave or who have experienced a catastrophic illness may maintain their status for three (3) months after they return to work.

At the Chief Nurse Executive's (CNE) discretion a review may be triggered for any RN who has been placed on probation or received a Level II gross infraction. This review committee shall consist of the CNE, C.A.R.E program and committee officers. The maximum penalty that may be imposed is demotion of no more than one (1) C.A.R.E level for a maximum of six (6) months. Applicant's situation will be determined on a case by case basis. This in no way waives the employee's right to grieve any discipline.

LOSS OF STATUS

Level II, III, IV RNs may be reclassified under the following circumstances:

1. A C.A.R.E II, III, or IV who feels he/she cannot maintain educational requirements or other criteria for the position which may include adverse life circumstances, may voluntarily request to be reclassified without prejudice and without precluding future reinstatement.

A letter requesting reclassification should be sent to the Chairperson of the C.A.R.E Committee as soon as possible. Should he/she decide to reapply for advancement a completed application will only be accepted on the submission dates as specified in section: Application Process
2. A level II, III, or IV RN who does not meet the criteria set forth under Maintenance of Status may be reclassified by the C.A.R.E Committee who will send a list to applicant's nurse manager and /or to Human Resources to change the compensation rate of pay.
3. A level II, III, or IV RN who fails to submit a maintenance portfolio will be reclassified by the C.A.R.E committee, who will send a notice to the nurse manager and Human Resources to change the compensation rate of pay to that of Clinical Nurse I.
4. RNs who have been re-classified and wish to reapply must wait six (6) months. Applications will be accepted in accordance to the dates set forth in the Application Process. All criteria and requirements must reflect the new application date.
 - a. At the first application period following six (6) months the RN may apply to reinstate at the previous level but may not apply to advance.
5. Specialty Scholars unable to maintain that status upon bi-annual or annual review or due to an approved leave as outlined in the Leave of Absence Policy, as per Article I will be reinstated to the following C.A.R.E level:
 - a. Specialty Scholars who were not previously on the C.A.R.E program and do not complete one (1) year as a specialty scholar will return to the status of Clinical Nurse I.
 - b. Specialty Scholars who were not previously on the C.A.R.E program and complete one year (1) as a specialty scholar will be demoted to the status of Clinical Fellow II. They may advance to Clinical Resource in twelve (12) months.
 - c. Specialty Scholars who were not previously on the C.A.R.E program, completed one (1) year as a specialty scholar, and met program expectations will be demoted to the status of Clinical Resource III. They may advance to Clinical Scholar in twelve (12) months.
 - d. Specialty Scholars who were previously on the C.A.R.E program and met program expectations may remain as a Clinical Scholar until the three (3) year expiration.

There will be no appeal of the decision

- ◆ Any changes in the above by-laws must be presented to the C.A.R.E Committee and the HPAE (Local 5058) Executive Board at least four (4) weeks in advance of the proposed change. Approval of the HPAE Executive Board and the C.A.R.E Committee representatives shall be needed to implement a change.

- ◆ Changes in criteria, and or generic competencies must be submitted first to the Administrative Representative and then to the C.A.R.E Committee.
- ◆ C.A.R.E competencies will be reflective of the unit competencies on the Registered Nurse Performance Appraisal tool.
- ◆ Specialty Scholar Coordinators will submit reports on the status of Specialty Scholars to the C.A.R.E Committee Chairpersons.

Any changes in the Specialty Scholar eligibility or requirements must be submitted to the C.A.R.E Committee and the HPAE (Local 5058) Executive Board at least four (4) weeks in advance of the proposed change for approval.

APPENDIX G – SMART SQUARE CALENDAR

Period start date	Request due	Apply cyclics	self schedule	pre posting	Approve	Schedule	schedule
			Closes Thursday @	Closes Wednesday	pre postings	due	posted
	Thursday	Friday	12:01 AM	12:01 AM	Wednesday	Sunday	Sunday
			Sunday - Wednesday	Sunday - Tuesday			
Jan 27 2019 - Feb 23 20	Dec 6th	Dec 7th	Dec 9 - Dec 12th	Dec 16 - Dec 18th	Dec 19th	Dec 23rd	Dec 23rd
Feb 24 2019 - March 23	Jan 3rd	Jan 4th	Jan 6 - Jan 9th	Jan 13 - Jan 15th	Jan 16th	Jan 20th	Jan 20th
Mar 24 - April 20th	Jan 31st	Feb 1st	Feb 3 - Feb 6th	Feb 10 - Feb 12th	Feb 13th	Feb 17th	Feb 17th
April 21 - May 18th	Feb 28th	Mar 1st	Mar 3 - Mar 6th	Mar 10th - Mar 12th	Mar 13th	Mar 17th	Mar 17th
May 19 - June 15	Mar 28th	Mar 29th	Mar 31st - April 3rd	April 7th - April 9th	April 10th	April 14th	April 14th
June 16th - July 13th	April 25th	April 26th	April 28th - May 1st	May 5th - May 7th	May 8th	May 12th	May 12th
July 14th - Aug 10th	May 23rd	May 24th	May 26th - May 29th	June 6th - June 4	June 5th	June 9th	June 9th
Aug 11 - Sept 7th	June 20th	June 21st	June 23rd - June 26	June 20th - July	July 3rd	July 7th	July 7th
Sept 8 - Oct 5th	July 18th	July 19th	July 21st - July 24th	July 28th - July 31	July 31st	Aug 4th	Aug 4th
Oct 6th - Nov 2nd	Aug 15th	Aug 16th	Aug 18 - Aug 21st	Aug 25th - Aug 2	Aug 28th	Sept 1st	Sept 1st
Nov 3 - Nov 30th	Sept 12th	Sept 13th	Sept 15th - Sept 18th	Sept 22nd - Sept	Sept 25th	Sept 29th	Sept 29th
Dec 1 - Dec 28th	Oct 10th	Oct 11th	Oct 13th - Oct 16th	Oct 20th - Oct 22	Oct 23rd	Oct 27th	Oct 27th

SIDE LETTER # 1

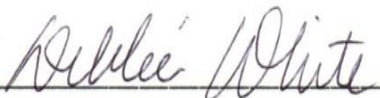
It is the intent of the Hospital to remain competitive in the local labor market. The Hospital and the Union agree to periodically review the rates of pay for Registered nurses at hospitals in our labor market (Monmouth/Ocean counties), The parties agree to discuss mutual concerns related to non-competitiveness. Increases in the rates of pay to a competitive level will only be made by mutual agreement between the Hospital and the Union.

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CENTER

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Nancy Corcoran-Davidnoff, EVP Chief Experience
& Human Resources Officer

HEALTH PROFESSIONALS AND ALLIED
EMPLOYEES, AFT/AFL-CIO, LOCAL 5058



Debbie White, President, HPAE

Kendra McCann, BSN, RN, RNC, CARE Scholar,
President, Local 5058

SIDE LETTER # 2

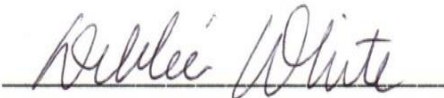
Notwithstanding its omission from the list of exclusions in the Agreement Scope, the Union agrees that the Medical Center may employ up to thirty (30) Case Managers in non-bargaining unit positions.

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Kendra McCann, BSN, RN, RNC, CARE School
President, Local 5058

SIDE LETTER # 3

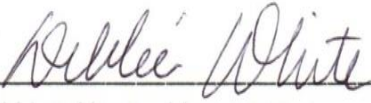
The Medical Center agrees not to raise or challenge the non-supervisory status of employees included in the bargaining unit.

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President, Local 5058

SIDE LETTER # 4

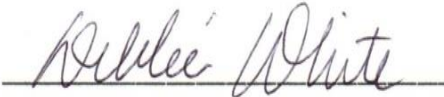
This will confirm the parties understanding that decisions of the CARE program committee in changing standards which result in more than incidental additional cost, such as criteria for advancement must be approved by the Hospital and the Union.

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SIDE LETTER # 5

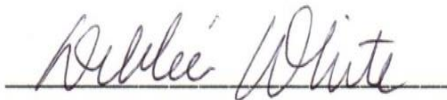
Effective with the first full pay period in January 2014, all performance based percentage increases will be based on the Employee's Base Hourly Wage only, exclusive of all differentials (including but not limited to shift, clinical and job classifications) premium pay and any other compensation.

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SIDE LETTER # 6

1. An employee in a bargaining unit (BU) position (HPAE Local 5138) at Southern Ocean Medical Center (SOMC) who transfers to a posted bargaining unit position (HPAE Local 5058) with Jersey Shore University Medical Center (JSUMC) or visa-versa shall maintain his or her bargaining unit seniority at 100%:

The above applies as of October 31, 2015. It does not apply to any transfers prior to October 31, 2015.

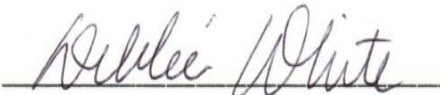
- a. As of January 1, 2019, an RN in a bargaining unit (BU) position at (HPAE Local 5030) at Palisades Medical Center Hackensack who transfers to a posted bargaining-unit position (HPAE Local 5058) with Jersey Shore University Medical Center (JSUMC) shall maintain his or her bargaining-unit seniority on a one-to-five basis; that is, one year of BU seniority shall be given for every 5 years of BU seniority at the current location.
2. System seniority shall be maintained at 100% when transferring from SOMC to JSUMC or vice-versa.
 - a. As of January 1, 2019, system seniority shall be maintained at 100% when transferring from PMC to JSUMC or vice-versa.
3. Once an employee has been granted a position at either hospital, the transfer shall occur within four (4) weeks unless mutually agreed upon for extension beyond that period. Such employee, shall be treated as internal transfer and shall have access to all provisions of the CBA.
4. A full-time, part-time benefit-eligible, part-time non-benefit eligible or per diem employee who transfers from a SOMC or JSUMC or Vice-versa into a full-time, part-time benefit-eligible, part-time non-benefit eligible or per diem position shall maintain his / her current rate of pay or rate of pay for the new position whichever is greater.

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SIDE LETTER # 7

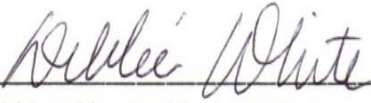
1. The Union agrees to the implementation of the Employer's Influenza policy.

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SIDE LETTER # 8

Current Float Pool employees will be offered a one-time option, in order of BU seniority, to maintain their no weekend, no holiday status until a maximum of fourteen (14) employees are reached.

The individual currently in the assignment of admission RN and any RNs in the Baylor Program are exempt from the Float Pool Program stated in 7.12.

All nurses hired into the float pool before October 31, 2015, who do not opt out of the Float Pool Program as it is stated in 7.12 will work every other weekend but will not work any contractual holidays. These RNs will receive the Float Pool Differential as stated in 7.12.

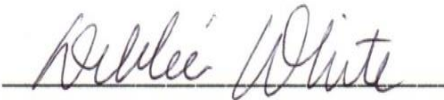
Nurses hired or transferred into the float pool program after November 1, 2015 will be subject to the float weekend and holiday requirements as stated in 7.12.

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SIDE LETTER # 9 - Definition of Competency

Competency— Ongoing ability of a registered nurse to integrate and apply the knowledge, skills and judgment required to practice safely and ethically in a designated role and setting.

The Baseline profiles as currently documented in OneStaff and the existing float districts as appropriate will be documented in Smart Square.

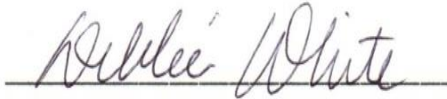
The competency profile will be reviewed at least annually by the nurses and nurse manager and updated in Smart Square as appropriate.

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SIDE LETTER # 10

The Union and the Employer agree that all RN's who began a Bachelor's degree in other than Science of Nursing, on or before October 31, 2015 shall be exempt from the Bachelor Degree of Science in Nursing Requirements as stated in Article 3.04D(3).

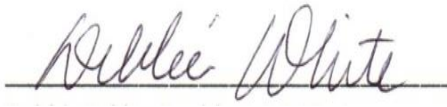
All RN's who began a Bachelor's degree in other than Science of Nursing, on or before October 31, 2015, upon completion of their Bachelor's degree shall receive the education differential as stated in Article 22.01C.

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SIDE LETTER # 11 - Staffing Committee

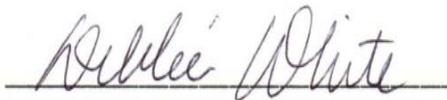
In the event the HPAE Staffing Committee identifies a staffing pattern or other staffing issue which they have determined would benefit from further discussion, then upon written notice to the employer, the Chief Nurse Executive, Nurse Manager and nurses from the unit and shift involved shall meet at the next staffing committee meeting or other mutually agreed upon forum.

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SIDE LETTER # 12 - April 1, 2019 Implementation Date

The CBA Articles and policies listed below go into effect on April 1, 2019. The applicable provisions of the Articles below, found in the 2017-2018 CBA, will remain in effect until that date.

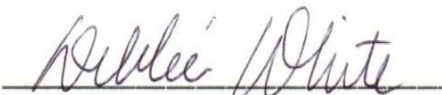
- Article 8: Monetary Benefits
 - 8.01 – 8.03: Holidays
 - 8.04 Paid Time Off
 - 8.05 Earned Sick Leave
- Absenteeism and Lateness policy
- Guidelines for Cooperation and Discipline policy
- Recording Hours and Meals policy
- Work Breaks and Meal Breaks policy
- Overtime rules listed in Article 7.02 Premium Compensation Rate

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SIDE LETTER # 13 - Staffing

- A. It is the Medical Center's intent to fill the following open positions to address the Union's staffing concerns during negotiations in the following areas within one hundred eight (180) days of ratification:
- 2 ED
 - 18 Med Surg/Tele/float
 - 5 Critical Care
 - 3 Other
 - 6 OB
 - 6 Ped/PICU/NICU
 - 4 Periop
- B. In the first quarter of 2019 the Hospital will notify the Union if a per diem position will be converted to a full-time or part-time position in a particular unit. The per diem currently filling the position to be converted and who is in good standing will be selected to fill the resulting full-time or part-time position without regard to the selection process in the contract. If two or more per diems in the subject unit express interest, then the normal selection process will be used to select the successful applicant. This process will only apply to positions identified by the Hospital in the first quarter of 2019.

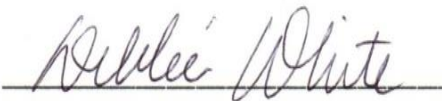
This Section B will sunset on April 30, 2019, unless mutually agreed by both parties.

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SIDE LETTER # 14 - Medical Mission

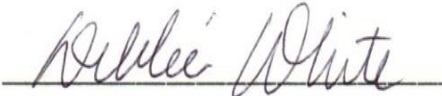
Full-time and part-time employees (up to two (2) in a given calendar year) may request up to a 1-week unpaid leave of absence once a year to serve as a volunteer on a medical mission administered by a verified non-profit organization. Any leave of absence for this purpose will be granted at the discretion of the Hospital. Eligible employees may use their accrued but unused PTO.

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