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## **PREAMBLE**

This Agreement made as of the date first above written, by and between Salem County Medical Center., located at 310 Woodstown Road, Salem, New Jersey (hereinafter referred to as the “Employer” or “Hospital”) and the Health Professionals and Allied Employees, AFT/AFL-CIO (herein referred to as the “Union”), acting herein on behalf of those employees of said Hospital who are now and/or are hereinafter, during the term of this Agreement, employed in positions which are in the collective bargaining unit described and set forth in Article I - Recognition, below (which employees are hereinafter collectively designated and referred to in this Agreement as “employee” or “nurse” or “RN”).

## **ARTICLE 2 RECOGNITION**

2.1 The Hospital recognizes the Union as the exclusive collective bargaining representative for the collective bargaining unit which was certified by the National Labor Relations Board in Case No. 04-RC- 21697, as follows: (a) Included: All full-time, regular part-time, and per-diem Registered Nurses, including Staff Nurses, Case Managers, and Charge Nurses (except Operating Department Charge Nurse), employed by Hospital. (b) Excluded: All other employees, managers, guards, and supervisors as defined in the Act.

## **ARTICLE 3 DEFINITION OF EMPLOYEE**

Whenever the terms “employee” or “employees” are used hereinafter in this Agreement, they shall be deemed to apply only to the bargaining unit Registered Nurses of the Employer listed in Article 2.1 of the Union Recognition Clause. The terms “employee” and “bargaining unit employee” are used interchangeably unless otherwise denoted. The pronoun of “he” or “she” is deemed to be inclusive of the other gender.

## **ARTICLE 4 NEW JOB CLASSIFICATIONS**

In the event that the Employer establishes a new job classification which falls within the scope of the Recognition set forth in Article 2, the Employer shall notify the Union in writing of such an establishment and shall set the hourly rates and benefits of such position based upon the rates and benefits set forth in this Agreement. All other terms and conditions of employment shall be established by SMC and shall not be subject to the grievance and arbitration process. SMC shall bargain with the Union over the effects of such new job classifications pursuant to the timeframes set forth in Article 66.6 of this Agreement.

## ARTICLE 5 SUCCESSOR

In the event of a sale of SMC's operation or any portion thereof that employs bargaining unit employees, SMC will advise a prospective buyer of the existence of the Collective Bargaining Agreement. SMC shall notify the Union in writing within 48 hours after any official notification of the execution of such a sales agreement. SMC will meet with the Union in order to bargain over the effects of such a decision on the bargaining unit as required by law pursuant to the timeframes set forth in Article 66.6 of this Agreement.

## ARTICLE 6 BARGAINING UNIT WORK PREFERENCE

6.1 Contracted Agency- Preference for all available bargaining unit work (as defined herein) shall be given to the bargaining unit employees over contracted agency nurses except in instances where contracted agency nurses have been contracted. Bargaining Unit nurses may replace an agency nurse only at SMC's discretion. Prior to contracting with agency nurses, SMC shall post the position pursuant to Article 35 and that position shall not have been filled.

6.2 SMC shall mark all shifts that are Agency as such.

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

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

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

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

## ARTICLE 7 UNION MEMBERSHIP

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

7.2 Nothing in this Section shall affect the Employer's rights regarding Probationary Status as may otherwise be provided for in this Agreement. An employee who decides not to become or remain a member of the Union shall nevertheless be required to adopt Beck Objector Status and to pay a fee for service equivalent to the percentage of 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 "Beck Fee") within the meaning of CWA v. Beck.

7.3 The Union agrees to inform all new bargaining unit employees of such rights before the end of each employee's probationary period. Union membership or Beck Objector status as described above shall be considered a condition of continued employment with the Employer under this Agreement. The failure of any employee to remain in good standing with the Union by either paying membership dues or the Beck fee, based on their choice of status, shall obligate the Employer, upon written notice from the Union to such effect, to discharge such person from the bargaining unit position. The Employer shall have fifteen (15) days following receipt of such written notice to take action on the Union's demand to discharge said employee. If during said period of time the employee tenders or pays the amount lawfully owed, the Union must notify the Employer in writing, and the Employer shall not be required to discharge said employee.

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

## **ARTICLE 8 DUES DEDUCTION/PROCESSING**

### **8.1 Dues Deduction**

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

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

### **8.2 Amount of Dues**

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

### **8.3 Indemnification of Employer**

The Union shall indemnify the Employer and hold the Employer harmless against any and all claims, demands, suits and other forms of liability that arise out of, or by reason of, action taken or not taken for the purpose of complying with any of the provisions of this Article. The Union shall similarly indemnify and hold harmless the Employer’s present and future parents, subsidiaries, divisions, affiliates, successors, joint employers, insurers, reinsurers, and all persons and/or entities conducting business for or on behalf of these entities, including but not limited to the owners, officers, directors, attorneys, agents and employees of these entities, both individually and in their official capacities, and their heirs, executors and administrators.

### **8.4 Distribution**

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

## **ARTICLE 9 INFORMATION**

9.1 The Employer agrees to provide the Union with a list of all employees, their addresses, date of hire, classification, status, department and unit, location of employment, rate of pay, system identification and date of birth, phone number(s), and the amount of dues deducted every six (6) months. A separate file will be provided to match social security numbers and system identification.

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

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

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

## **ARTICLE 10 COMMITTEE ON POLITICAL EDUCATION**

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

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

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

## **ARTICLE 11 BARGAINING UNIT REPRESENTATIVES**

### **11.1 Notice of Representatives**

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

11.1.2 Employee Bargaining Unit Representative shall not exceed ten (10) employees who are designated to deal with the Employer on behalf of the Union.

### **11.2 Conduct and Access of Union Representatives**

11.2.1 Conduct and Access Of Employee Bargaining Unit Representatives. Employee Bargaining Unit Representatives shall limit all activities under this Article to the adjustment of grievances or complaints arising under this Agreement. Employee Bargaining Unit Representatives shall not conduct any Union meetings unrelated to the investigation or adjustment of grievances or complaints on SMC property. Employee Bargaining Unit Representatives shall limit all permitted activities under this Section to prescheduled conference rooms, or classrooms in non-patient care areas or in another area designated by SMC.

#### **11.2.2 Conduct and Access of Non-Employee Union Representatives**

11.2.2.1 Non-employee Union Representatives shall arrange with SMC to have access to SMC facilities to the extent permitted by SMC for the sole purpose of investigating grievances filed under Article 39 or potential grievances upon notice to and written approval from the Director of Labor Relations (and/or his or her designee), which shall be given at his or her sole discretion. Such requests will not be unreasonably denied. Such access shall be limited to pre-scheduled conference rooms, or classrooms in non-patient care areas or in another area designated by SMC.

11.2.2.2 The Union shall provide 48 hours written notice to SMC's Director of Labor Relations, or his/her designees, to arrange a time and place for the site visit. The Union also shall provide in writing the purpose and scope of the visit, including the estimated length of time of the visit.

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



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

11.3 Employees conducting activities under this Article shall not do so during time the Employee should be working. The Employee shall not be paid for conducting such activities, and such time shall not be considered hours worked for purposes of calculating overtime, or for purposes of calculating any benefit, accrual of benefit, or compensation.

#### 11.4 Orientation of New Bargaining Unit Employees

11.4.1 It is the intention of SMC and the Union to promote SMC as a good place of employment and to educate employees regarding the collective bargaining agreement. SMC and the Union will mutually arrange for a time and place during or after the new hire orientation period of an Employee Bargaining Unit Representative to have an opportunity to address new bargaining unit employees either in person or virtually. Such meetings will be non-adversarial in nature and will not exceed one (1) hour. SMC representatives may be present during the presentation.

11.4.2 The Employee Bargaining Unit Representative making such presentations shall do so on non-scheduled time and shall not be paid for conducting such meetings. Such time shall not be considered hours worked for purposes of calculating overtime, or for purposes of calculating any benefit, accrual of benefit, or compensation. The meetings will be held at the normal orientation location for new employees unless another location is agreed to by SMC and the Union.

11.4.3 The Employer shall provide to the Union a list of all new hires scheduled for the orientation. The list shall include Name and department.

#### 11.5 Union Days

11.5.1 The Employee President/Chairperson (as defined by Article 11.7 below) shall be permitted fifteen (15) shifts off without pay each contract year for conducting Union business. Such time must be taken off in full shift increments unless otherwise approved in writing by SMC. Such time shall not be considered hours worked for purposes of calculating overtime, or for purposes for calculating any benefit, accrual of benefit, or compensation. These shifts may be delegated to Employee Officers standing in for the Union President/Chairperson as defined in Article 11.7 below.

11.5.2 Whoever is planned to be absent to conduct Union business shall submit a written request to their Managers within twenty (20) days of the requested leave date. SMC has the discretion to approve or deny such requests based upon its practices and policies but shall not unreasonably withhold approval of a valid and timely request.

11.6 Nothing in this Article is intended to limit the rights an Employee or Union representative may have under the National Labor Relations Act or other applicable law other than what is set forth in this Article.

11.7 Union Officials. In addition to designate Employee Bargaining Unit Representatives, the Union shall designate one Bargaining Unit Employee as President/Chairperson and additional Bargaining Unit Employees as “Elected Officers”. The Union shall notify SMC in writing of said designations and authority and any change in either. The Employee President/Chairperson and Employee Officers must be actively employed by SMC.

## **ARTICLE 12 BULLETIN BOARD**

The Union shall be permitted to post Union notices of Union meetings, social events, and elections on a bulletin board designated by the Hospital. There shall be no postings of political matter, or any materials derogatory or defamatory of the Hospital. The Union Bulletin Board will be located adjacent to the time clock on the first floor in the employee entrance.

## **ARTICLE 13 INTENTIONALLY LEFT BLANK**

## **ARTICLE 14 CLASSIFICATION OF EMPLOYEE**

14.1 Regular full-time (“FT”) employees are hired into a budgeted position equal to 36-40 hours per week (72-80 hours per pay period). Regular full-time employees are eligible for the Full-Time benefits package.

14.2 Regular part-time (“PT”) employees are hired into a budgeted position of >20 hours per week and <36 hours per week. Regular part-time employees are eligible for the Part-Time benefits package.

14.3 Per Diem employees are irregularly scheduled employees utilized by SMC to provide continuity of coverage. Per Diem employees are not eligible for SMC Health Network benefits.

14.3.1 Per Diem RN employees must work a minimum of: twenty-four (24) hours per four (4) week schedule; thirty-six (36) hours per six (6) week schedule; and forty-eight (48) hours per eight (8) week schedule; with twelve (12) hours being schedule as weekend hours prior to the schedule being posted. Weekend obligation may be waived only in specialty areas at the discretion of the Nurse Manger in that specialty area. Failure to meet these requirements may be considered a resignation.

Any on-call shifts taken under this Article shall count toward the Per Diem hourly requirement set forth above provided that the Employee works on full-shift per each schedule described above. Management may waive this requirement based upon the needs of the unit.

14.3.2 Per Diem employees must work at least one (1) complete shift on one (1) winter and one (1) summer holiday on a rotating basis: Winter Holidays – Thanksgiving, Christmas, New Years; Summer Holidays – Memorial Day, July 4<sup>th</sup>, Labor Day.

14.3.3 A “shift” is defined for the purposes of the section as the complete scheduled shift as posted and approved by SMC in the assigned unit. Per Diem employees may request to split holiday shifts and SMC reserves the sole discretion to approve such requests. Voluntary split shifts shall not count toward this Per Diem holiday requirement unless specifically approved in writing by SMC management.

14.4 Temporary Employee. The definition of a temporary employee shall include any non-bargaining unit personnel performing bargaining unit work on a temporary basis. Temporary employment may be utilized only where no bargaining unit employees are available and under the following circumstances:

14.4.1 An unforeseen, emergent circumstance that results in the need for staff coverage.

14.4.2 When an employee has an extended and approved leave due to illness, maternity, education needs and military leave.

14.4.3 When a prolonged staffing shortage occurs despite a documented recruitment campaign.

14.4.4 No temporary employee shall be hired for the purpose of laying off or replacing a laid off employee in the bargaining unit.

14.4.5 A temporary employee who works at the Hospital for greater than one hundred and eighty (180) calendar day period shall become and remain a member of the Union as a condition of employment.

14.4.6 The Hospital shall provide the Union with a list of temporary employees, the hours of work, assignments, and hourly rates of pay. Such information shall be provided to the Union on a monthly basis.

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

14.4.8 Contract Agency Nurses – Contract Agency registered nurses are nursed retained through an outside entity for a specific term. Contract Agency registered nurses are not employees of SMC, and therefore, are not part of the bargaining unit. Except as otherwise provided for in this Agreement, the terms and conditions off Agency registered nurses shall be within the sole authority of SMC and they shall have no rights to bring grievances or arbitration under that process.

## **ARTICLE 15 INTENTIONALLY LEFT BLANK**

### **ARTICLE 16 PERSONNEL FILES**

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

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

16.3 The Employee may review and receive copies of their personnel file, which typically includes Employee evaluations, disciplinary records, and correspondence from the Employee to the Employer or from the Employer to the Employee. The Employee shall pay to SMC a fee of \$0.25 per page.

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

### **ARTICLE 17 NON-DISCRIMINATION**

Neither the Union nor the Employer will discriminate against any Employee or applicant for employment, based on union membership or status.

## **ARTICLE 18 RESIGNATION**

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

18.2 As purpose of the notification period is to encourage employees to help SMC with an orderly transition before leaving employment, Employees who are in the three-week notification period may not use any paid leave time that has not been previously approved without the written consent of SMC, who shall have sole authority to permit or reject such leave request.

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

18.4 Once an Employee has resigned, Human Resources may schedule an exit interview on the Employee's scheduled workday within the three (3) week period. The Employee shall return any keys, ID badges and other SMC property to his or her department manager on or prior to the last day worked.

## **ARTICLE 19 INTENTIONALLY LEFT BLANK**

### **ARTICLE 20 TRAINING & ORIENTATION**

20.1 SMC shall provide training and orientation to new employees.

20.2 The orientation period may be reduced or extended by SMC after consultation with the Employee, the primary preceptor, the nurse manager and the educator.

20.3 SMC shall provide written orientation information and a copy of the appropriate orientation checklist and evaluation forms. SMC may also provide additional information and documentation related to the orientation to each Employee during the orientation.

20.4 During the orientation period, the new Employee shall be assigned a primary preceptor. However, nothing in this Article prohibits SMC from assigning additional and/or substitute preceptors to new employees consistent with this Agreement.

20.5 SMC will make a reasonable effort to ensure that the new Employee's schedule shall be identical to his or her preceptor for the duration of the orientation. However, SMC may designate a new preceptor as needed to provide training and patient care.

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

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

## **ARTICLE 21 LABOR MANAGEMENT/STAFFING COMMITTEE**

21.1 The Employer and the Union agree to establish a Labor Management/Staffing Committee that will meet to discuss and resolve issues of mutual concern to the Union and Employer.

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

21.3 Meetings will take place on the SMC campus unless another location is mutually agreed to by the parties.

21.4 Employees who are designated as Labor Management/Staffing Committee members under Article 21.7 shall be paid their base hourly rate for time spent at the meetings up to two hours maximum. Time spent at these meetings shall not be considered as time worked for the purpose of computing PTO or overtime.

21.5 Meetings shall be held bi-monthly (6 times per year) on a regular scheduled day and time. However, more frequent meetings may occur upon the mutual agreements of parties. Meetings shall last no longer than two (2) hours.

21.6 The Committee is not intended to circumvent the grievance procedure or the collective bargaining process. However, the Committee is authorized to discuss and implement mutually agreed upon changes to process, procedure and policy governing nursing practices. The Committee also is not intended to preclude discussions or resolutions of workplace issues between Employer and Employees, and nothing contained in the Article is intended to prohibit an Employee or the Employer from communicating with each other on any issue.

21.7 The Union is permitted to select up to three (3) "Employee Designees" to attend each meeting of the Labor Management Committee. Only these three (3) employees will be compensated under Article 21.4. Likewise, SMC is permitted to select up to three (3) management designees.

21.8 Either party may invite other participants, if needed – provided that such participants are employed by SMC. Such invitation shall not interference with normal patient care and other operation of SMC business.

21.9 One (1) week before the scheduled meeting, the Union shall submit an anticipated written agenda to the Employer. If no agenda is submitted, the meeting may be cancelled at the discretion of either the Union or Employer.

21.10 The Union shall notify SMC of the proposed attendees at least one (1) week prior to the meeting.

21.11 The Employee Designees will be released, if working, to attend such meetings, provided that: (1) Employee Designees have made prior arrangements to account for any absences from their

job the meeting may cause; and (2) there are no emergent matters that require the Employee Designee to remain at their unit. If a meeting needs to be rescheduled, the parties will seek a new date and time that is mutually agreeable.

21.12 Employee Designees invited by the Union are responsible for requesting time off pursuant to the policies and practices of SMC. SMC shall not unreasonably withhold approval of a valid and timely request.

21.13 The Employer and the Union reserve the right to cancel meetings. Canceled meetings shall be rescheduled, if requested by either party, within reasonable period and before the next regularly scheduled meeting.

21.14 There will be a note-taker assigned before the meeting, and minutes will be provided to the chairperson of the Union committee within four (4) weeks of the meeting.

## **ARTICLE 22 INTENTIONALLY LEFT BLANK**

## **ARTICLE 23 COMMITTEES**

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

23.2 SMC shall not use such Committees as a substitute for or a circumvention of bargaining obligations it has with the Union.

## **ARTICLE 24 PRECEPTORS AND PRECEPTOR DIFFERENTIAL**

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

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

24.3 All employees in the bargaining unit who perform the duties of a preceptor shall receive a differential of two dollars (\$2.00) to their base hourly rate for all hours worked as a preceptor. The Preceptor Differential shall not be counted when calculating any applicable overtime rate to the extent permitted by law.

24.4 Preceptors assignment shall be adjusted in order to provide for the optimal experience for the Employee who is being oriented.

24.5 During the orientation period, the Preceptor and Orientee will not be reassigned from their assigned unit whenever possible.

## **ARTICLE 25 STAFFING**

### **25.1 Preamble & Statement of Intent**

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

### **25.2 Staffing Levels**

The Employer has the right to create, maintain and modify staffing grids or guidelines on each unit. SMC will use reasonable efforts to adhere to the grids or guidelines. SMC will use best efforts to ensure that staffing shall comply with all staffing guidelines promulgated by the New Jersey Department of Health and Senior Services (NJDOHSS), and any accrediting or licensure agencies. Furthermore, in the event that staffing levels ratios are mandated by state and/or federal laws, SMC agrees to abide by such levels and ratios. The Employer shall notify and discuss any changes to the staffing grids with the Union before such changes are made.



To ensure that staffing levels are maintained as outlined in this Agreement the hospital may utilize incentives, such as:

- Posting of overtime or extra time
- Offering incentives
- Voluntary On-Call

It is understood that the Employer may deviate from its staffing guidelines when following instances occur:

- Unforeseen emergent circumstances
- Patient emergencies
- Unexpected Changes in patient volume.
- Changes in Patient acuity
- Unexpected call-outs

It is understood that other circumstances may arise when the staffing guidelines cannot be maintained.

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

25.2.2 The parties recognize that nurses should participate in decisions affecting delivery of patient care. Therefore, SMC shall, in its discretion, consider staffing recommendations from the Staffing Committee, as well as other committees. However, nothing in this Article precludes nurses from bringing staffing issues directly to SMC management.

25.2.5 Notice of Staffing Matters – The parties agree to develop an online reporting mechanism for real time notification of staffing matters will be developed and the official mechanism for reporting staffing matters. However, nothing in this Article precludes nurses from bringing staffing issues directly to SMC management.

25.3 The Employer shall notify the Union as soon as practicable before the implementation of any new department or Unit. The planned staffing and skill mix for such unit will be discussed during the regularly scheduled Staffing Committee Meeting.

## **ARTICLE 26 INTENTIONALLY LEFT BLANK**

## ARTICLE 27 REASSIGNMENT

27.1 SMC recognizes the benefits of having employees work in their assigned units on a regular basis and shall use reasonable efforts to minimize reassignments outside of a designated unit. However, in emergency situations, unanticipated increased unit acuity, unforeseen absenteeism, to meet patient care requirements, or when the census in a unit decreases or increases, SMC shall have the right to reassign qualified employees to provide patient care in the reassigned unit. When SMC deems reassignment necessary, employees shall accept temporary reassignment to other units as requested as follows:

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

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

27.3.1 Qualified Agency nurses

27.3.2 Qualified per-diem; then

27.3.3 Qualified PT/FT

27.4 SMC will not reassign a nurse where SMC determines that the nurse is unable to meet the requirements of the reassignment. An employee who is reassigned shall not be responsible to care for patients or operate equipment unless the employee is appropriately qualified and oriented.

Patient care assignments shall be within the educational and skill level of the reassigned nurse. If the nurse believes that the assignment is beyond his or her skill level, he may raise the issue with the supervisor, and the assignment shall be evaluated by the supervisor and adjusted if necessary.

27.5 Qualified employees will be reassigned equally per the unit-based rotation system, unless there is a need for specialized experience or licensed personnel. In the event that an employee is involuntarily reassigned outside of the rotation, the Employer shall identify reasons why they were rotated to the employee if requested. The Employer will make reasonable efforts to avoid a future out of rotation reassignment.

27.6 Reassignment Guidelines-

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

|   |  |
|---|--|
| 1 | Med Surg↔Telemetry; ICU↔Med Surg/Telemetry |
| 2 | OR/PACU→Same Day Surgery                   |
| 3 | ED   |
| 4 | Behavioral Health                          |
| 5 | Case Management                            |

27.7 Employees who are reassigned or volunteer outside his/her clinical cluster as provided for in 27.6 shall receive three dollars (\$3.00) per/hour differential. Reassignment shall follow the same procedure described in 27.2-27.5.

27.7.1 In the event that an employee is reassigned outside their clinical cluster, the Employer shall provide the reason for the reassignment to the employee if requested.

27.8 When a nurse relocates to another unit in the course of caring for a patient within that nurse’s clinical competency, this relocation shall not be considered a reassignment under this Article.

27.9 Employees may be involuntarily reassigned only once per shift unless it is to be reassigned back to their home unit. Employees may volunteer for reassignment at any time.

27.10 Newly licensed RN employees will not be reassigned during orientation and for three (3) months after orientation ends. When possible, Preceptor, while precepting, will not be included in the reassignment of staff. If, however, a Preceptor is reassigned, the new employee must also accept the same assignment.

27.11 Per Diems qualify for the reassignment differentials set forth in this Article.

**ARTICLE 28 INTENTIONALLY LEFT BLANK**

**ARTICLE 29 NATIONAL CERTIFICATION/MANDATORY EDUCATION**

29.1. All employees who have an approved National Certification in their area of specialty shall receive one dollar (\$1.00) per hour added to his or her regular compensation rate.

For purposes of this Article, SMC recognizes the following areas of nursing specialization and the corresponding primary certifications:

Acute Care – Medical Surgical Nursing Certification, Geriatrics Certification or PCCN or Certified Bariatric Nurse or Certified Orthopedic Nurse

Telemetry - PCCN (Progressive Care Certification), Certified Bariatric Nurse

ICU – CCRN

ED – CEN, CPEN

OR- CNOR

SDS/PAT –CAPA

PACU – CPAN , CCRN

ENDO – CGRN

Mental Health – ANCC Mental Health Certification

Other Areas of Practice – certification based on area (i.e. Radiology – CRN)

29.2.1. This Article provides the process and guidelines for qualifying Regular Full Time, Regular Part Time employees and Per Diem employees who work 500 hours or greater in a rolling calendar year to obtain and maintain their national certifications in their area of specialty as set forth above.

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

29.2.3. SMC will prepay the cost of one initial certification examination and preparatory courses for National Certifications related to the nurse's current practice and approved by SMC in its discretion. SMC shall also prepay the recertification fee related to the nurse's current practice. An employee obtaining an approved National Certification will be scheduled off to sit for the actual day of the examination, provided the employee provides adequate advance notice (thirty (30) days prior to posting of schedule) so the time can be scheduled without adversely effecting patient care. Such time shall be unpaid but the employee may utilize available PTO to cover time spent up to a total of forty (40) hours of pay in a week. Such time is not considered work time for purposes of computing overtime.

29.2.4. SMC shall prepay for an online National Certification course (e.g. Pearls Review), provided that such course is pre-approved by SMC. Employees opting not to take an approved online course shall qualify for a stipend in the amount of the cost of the approved online course to be used only for an optional national certification course.

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

29.2.6. Prepayment Procedure –

To receive approval and prepayment for the online course, exam or stipend, employee must take the following steps:

Complete the Certification Prepayment Request form and submit it to the appropriate Nurse Manager or Clinical Director for review and signature. The Nurse Manager or Clinical Director will review the form and verify that the course/exam in question is related to the employee's current job and is an approved National Certification.

Upon approval, SMC shall make arrangements to pay for the online course/exam or issue a stipend.

29.3. Maintenance of mandatory education requirements (i.e. BLS, ACLS, PALS, NRP, TNCC, ENPC, and Skills Fair)

29.3.1. Employees will see that all other mandatory education requirements are kept up to date and renewed as required for their positions. SMC shall provide the following courses to all regular full time and regular part time employees and per diem and CRT employees who work 500 hours or greater in a rolling calendar year: BLS, ACLS, PALS, NRP, TNCC, and ENPC. Skills Fair and other mandatory education, i.e. Health Stream, shall be provided by the employer to all employees. All employees signing up for these courses shall pay nominal deposit, which is returned upon completion of the scheduled class.

29.3.2. A nurse who fails to maintain valid mandatory education requirements of their position will immediately be suspended from work without pay and without PTO until such time as he/she fulfills the mandatory education requirement. Any employee who fails to fulfill the mandatory education requirement within 30 days after expiration shall be subject to termination. Nurses may only take advantage of this suspension in lieu of termination safe harbor one time within a three year period.

29.3.3. An employee whose mandatory educational requirements have expired while on an approved leave of absence may not return to work and shall have thirty (30) days from the end of the approved leave to fulfill such mandatory educational requirements. Any employee who fails to fulfill the mandatory education requirement within thirty (30) days after being released to work shall be subject to termination. Utilization of this subsection shall not count as the use of the one-time safe harbor provision set forth in Article 29.3.2.

29.3.4 Employees will be paid to attend courses required by SMC under this Article, however such hours shall not be counted toward the computation of overtime to the extent permissible by law. SMC may allow for employees to complete mandatory education remotely. However, the employee may not utilize overtime to complete mandatory education without first obtaining written permission from the employee's manager. If the employee does not maintain the certification or take the course as required, the employee will take the course on their own time and pay for the class at the going rate.

29.3.5 American Heart Association courses are the only approved courses for BLS, ACLS, PALS and The American Academy of Pediatrics is the only approved course for NRP. SMC will accept approved online courses in lieu of

actual courses for these programs. Any employee with a current card from another provider will be offered a free course with refundable deposit to achieve course completion from AHA or AAP.

### **ARTICLE 30 PROFESSIONAL LICENSE REQUIREMENTS**

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

An employee may only take advantage of the above suspension/safe harbor provision in lieu of termination one time during his/her employment with SMC. Any subsequent failure to maintain a valid license will result in immediate termination.

### **ARTICLE 31 TUITION ASSISTANCE**

31.1 The Employer and HPAAE support employees in their efforts to continue their education that benefits the employee, the Employer and our patients. The Employer provides financial assistance to the employees for these educational endeavors.

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

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

#### **Annual limit**

|   |            |
|---|------------|
| Full-time Employee taking undergraduate and or graduate courses | \$5,000.00 |
| Part-time Employee taking undergraduate and or graduate courses | \$2,500.00 |

31.4 Employees who have completed their probationary periods may request prepayment of Tuition Assistance upon submission of the Tuition Assistance Application with the understanding that such payments will not be made more than thirty (30) days before payment to the educational institution is due.

31.5 Should the Employee not provide evidence of successful completion, or is no longer employed in a full-time or part-time position at the completion of the course, or is not employed in a full-time or part-time position for a minimum of twelve (12) month period following the completion of the course, the Employee shall be required to repay any Tuition Assistance payments, except in cases where the employee is no long employed in a full-time and/or part-time status due to a layoff or bumping. Any unpaid leaves of absence shall not count toward the minimum twelve (12) month employment requirement.

## **ARTICLE 32 SENIORITY**

### **32.1 Definition of Seniority**

32.1.1 System Seniority is defined as the length of time an employee has been continuously employed at any SMC entity, subject to the proviso set forth in 32.2.2 below. “Continuously employed” or “Continuous Service” for the purpose of seniority only will include all authorized paid and unpaid leaves of absence – provided there is no break in service as defined in 32.4 below, or where state or federal law, or applicable benefit plans, dictate otherwise.

32.1.2 Continuous service for the purpose of seniority only will include all authorized paid and unpaid leaves of absence of one year or less provided there is no break in service as defined in section 32.4 below.

32.1.3 For existing employees, the current bargaining unit seniority dates shall continue subject to other provisions set forth in this Agreement. The seniority rank of nurses hired the same date will be determined by alphabetical order (A-Z) by last name.

32.1.4 For any employee employed in a bargaining unit position on June 1, 2021, the employee’s bargaining unit seniority date shall be the same as the employee’s System Seniority date. For employees hired into a bargaining unit position after June 1, 2021 bargaining unit seniority shall be defined as, and start on, the date on which an employee was hired into a bargaining unit position. Bargaining unit seniority shall be computed in years, months, and days. Continuous service for the purpose of seniority only will include all authorized paid and unpaid leaves of absence of one year or less provided there is no break in services as defined in 32.4 below.

## 32.2 Application

32.2.1 For the purpose of retirement program vesting, system seniority shall be used.

32.2.2 For the purpose of placement on the PTO scale in a PTO accruing position, system seniority shall be used, except that the years worked in a non-PTO accruing position will not be counted toward placement on the PTO scale.

32.2.3 Bargaining unit seniority shall apply to operational issues where length of service is a factor, and where not addressed specifically by another Article in this Agreement. Such benefits include: scheduling of paid time off within units, transfers from units, temporary transfers from units, reassignments from units, determining shift and schedule changes within units, for layoff and recall and/or related issues within units.

## 32.3 Accrual

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

## 32.4 Termination of Seniority

An employee shall lose all seniority if the employee:

32.4.1 quits, resigns, retires or otherwise voluntarily terminates his/her employment from a bargaining unit positions: subject to Section 32.5 below;

32.4.2 is discharged for just cause;

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

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

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

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



### 32.5 Return to Bargaining Unit

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

32.6 The employer shall place a copy of the bargaining unit seniority list on each unit which shall be updated monthly.

## **ARTICLE 33 LAYOFF**

### 33.1 Notice

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

33.2 At the request of the Union, SMC and the Union shall meet within one (1) week to discuss any possible layoff in order to explore alternatives to layoff including, but not limited to, job sharing and voluntary reduction of hours. SMC will advise the Union of all vacant positions and/or bumping rights.

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

33.3.1 License(s)

33.3.2 Experience in the new unit or department

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

### 33.3.4 Employees on a Performance Improvement Plan

### 33.3.5 Attendance and tardiness record

### 33.3.6 Disciplinary record

33.4 The following procedure should apply to determining layoffs:

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

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

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

33.4.4 Regular Part Time, Regular and Full Time RNS from the class of employees identified for layoff shall be laid-off

### 33.5 Vacant Positions

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

### 33.6 Bumping Rights

In the event that no comparable vacant position is available, the employee may exercise a one-time right to bump the least senior employee in the bargaining unit on the same shift, provided the employee is qualified to perform the duties of the position within thirty (30) days, however, this 30-day period may be extended by SMC. If the employee refuses to bump the least senior employee on the same shift, then such employee shall be deemed to be in a layoff status with rights to severance, pursuant to Article 34. Full time employees may bump part time employees, but part time employees may not bump full time employees. Laid off employees must exercise their bumping rights, if any, within forty-eight (48) hours of being notified of their options by the employer.

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

### 33.7 Recall

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

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

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

### 33.8 Status of Benefits during Layoff

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

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

33.10 Life Insurance: Employees enrolled in life insurance will continue their coverage until the last day of the month in which the layoff occurs. The Employee has the right to convert the policy to individual coverage at his/her own expense by applying directly to the carrier within the time period required by the carrier.

### 33.11 Paid Time Off Program

An Employee on layoff shall receive all accrued but unused PTO hours.

### 33.12 403 B or other vested plans:

If an Employee is recalled from layoff within his/her eligible layoff period and returns to work, his/her service shall be considered as continuous for retirement purposes.

### 33.13 Educational Reimbursement

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

### 33.14 I.D. Card/Name Badge

I.D. card shall be turned in to the supervisor at the end of the last shift worked. Keys, Locks, and other Employer property shall be turned in to the supervisor at the end of the last shift worked.

### 33.15 Unemployment Compensation

Employees laid off may apply for Unemployment Compensation.

### 33.16 LOA/Workers' Compensation

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

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

## **ARTICLE 34 INTENTIONALLY LEFT BLANK**

### **ARTICLE 35 JOB POSTINGS**

#### 35.1 Job Posting

In the event that the Hospital intends to fill an "approved-for recruitment" vacant bargaining unit position or creates a new position which falls within the scope of the bargaining unit, a notice of such opening shall be posted in the electronic recruitment system. Such posting will include the following information:

- (a) Hours of work and shift;
- (b) Minimum qualifications; and
- (c) Any special requirements for the position.

Such notice shall be posted for seven (7) calendar days. A copy of the current job description for the position shall be available in the Human Resources Department for inspection.

35.2 Application Process. The Hospital may begin interviewing for the position before the expiration of the posting period. An internal nurse desiring to bid for the position may do so by filing a written transfer request with the Human Resources Department. The most qualified bargaining unit nurses, as determined by the employer after an initial screening process, shall be granted an interview provided the bid is submitted prior to the end of the posting period.

35.3 Transfer, Promotions and Filling of Positions. For the purpose of transfers, promotions, and filling a vacant “approved-for-recruitment” position, the Hospital shall use “Clinic Practice Criteria” to determine qualifications. The following “Clinic Practice Criteria” are listed as examples:

- (a) Licensure(s);
- (b) Experience in the new unit or department;
- (c) Completed orientation in the new unit or department;
- (d) Performance appraisals;
- (e) Competencies;
- (f) Quality of practice (i.e. Number of variations in medication administration, etc.);
- (g) Attendance and tardiness record;
- (h) Disciplinary records;
- (i) Customer service; and
- (j) Ability to perform independently in the position within sixty (60) days.

#### 35.4 Selection Process

- (a) The Hospital shall award an open position to the most qualified applicant. For internal applicants, the Hospital shall determine whether a nurse applying for the position is qualified. Such decision shall be based on a review of the nurse’s Clinical Practice Criteria and disciplinary record, as defined by in Section 35.3 of this Article. Where skills, ability, and training requirements are relatively equal, the nurse with the highest bargaining seniority shall be awarded the position.
- (b) The nurse awarded the position will be sent a confirmation letter within seven (7) business days of his/her acceptance. Such letter will indicate the effective date of hire or transfer, which will normally be up to four (4) weeks from the date of acceptance. Internal applicants not awarded the position will be so notified in writing within seven (7) business days of successful nurse's acceptance.
- (c) Nothing in this Article shall prevent the Hospital, in their discretion, from awarding an open position to a nurse requiring more than sixty (60) days of orientation if there are no other qualified internal applicants for the position.

35.5 Return to Prior Position. Within thirty (30) days of a nurse’ transfer and by mutual agreement between the Hospital and the nurse, the nurse may return to her/his prior position, if available, or may bid up on another position for which she/he is qualified.

35.6 Third-Party Recruiter. The Parties agree that this Article reflects the current process utilized by the third-party recruiter currently acting on behalf of SMC. If and when the current third-party recruiter is no longer utilized, the Parties agree to meet and discuss changes needed due to the recruitment change.

## **ARTICLE 36 DISCIPLINE AND DISCHARGE**

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

36.2 The Employer reserves the right to discipline, suspend or discharge Probationary Employees without the Employee's or the Unions' recourse to the Grievance and/or Arbitration process.

36.3 The Employee involved shall be advised in writing of any written warning, suspension, discharge or mandated performance improvement plans issued. A copy of the notice for suspension or discharge shall be delivered to the Union within forty-eight (48) hours. Any record of a discipline, including anecdotal counseling received by an Employee, shall not be used for the purpose of a graduated discipline unless the discipline has taken place within eighteen (18) months of the prior infraction or unless required by law. Time away from work shall not be counted as a part of the eighteen (18) month period.

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

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

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

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

## **ARTICLE 37 CHANGE OF SHIFT**

37.1 Before SMC establishes a regular change to an employee's normal start and/or end time of more than two (2) hours, SMC shall give the Union forty-five (45) days written notice of the change before implementing such a change. This forty-five (45) days' notice requirement shall not apply to situations where RNs are required to stay past their regular schedule shift. The notice provision of this Article does not apply to a voluntary change in shift hours.

37.2 During this forty-five (45) day period, the Union may request to meet and confer with SMC regarding such changes and explore alternatives to satisfy the needs of the Employer and Employees.

## **ARTICLE 38 INTENTIONALLY LEFT BLANK**

## **ARTICLE 39 GRIEVANCE AND ARBITRATION**

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

39.1.1 A Grievance shall be defined as a dispute or complaint arising between the parties regarding the application, interpretation or claim violation of any term in this Agreement – except where expressly stated in this Agreement as not being a subject of a grievance. Included in the list of covered grievances include, but is not limited to employment matters set forth in Article 39.1.1.4.12. Grievances shall be resolved in the following manner:

39.1.1.1 Step 1. Resolution Through Nurse Manager

Within ten (10) calendar days after the occurrence of the event or circumstances grieved or when the grievant should have reasonably known of the events or circumstances, the grievance shall be presented in writing to the Employee's Manager or designee. The grievance shall be on an official grievance form provided by the Union and shall be signed by the Employee. If it is not possible for the grievant to sign the grievance by the time the grievance must be filed, he or she must sign it as soon as practicable. The Manager or designee shall respond to the Employee in writing no more than ten (10) calendar days after receipt of the grievance. In the case of class action grievances, at least one (1) Employee grievant affected by the grievance must sign the grievance.

39.1.1.2 Step 2. Resolution through Vice President of Patient Care Services or Designee:

Should the grievance not be satisfactorily resolved in Step 1, or if there is no response within ten (10) calendar days, the grievance may be appealed by submitting the written grievance, within ten (10) calendar days from the receipt of the written response or when the response was due, to the Vice President of Patient Care Services or designee. A meeting with the Vice President of Patient Care Services or designees will be scheduled and held within ten (10) calendar days following receipt of a written grievance. A written response will be provided to the Union within ten (10) calendar days from the date of that meeting.

39.1.1.3 Step 3 Resolution through Human Resources

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

39.1.1.4 Step 4. Arbitration

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

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

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

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



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

39.1.1.4.6 The Arbitrator shall be confined to the subjects submitted for decision, and may in no event, as a part of any such decision, impose upon either party any obligation to arbitrate on any subjects of which have not herein been agreed upon as subjects for arbitration; nor may the arbitrator, as a part of any such decision, effect reformation of the contract, or of any of the provisions thereof. The Arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement. The authority of the Arbitrator shall be strictly limited to the application, interpretation or resolution of any claimed violation of any term of this Agreement, and arbitration shall be limited to issues specifically set forth in the written grievance. Neither shall the Arbitrator render any enforceable decision which shall be contrary to law or contrary to rules, regulations and orders of the governmental bodies or agencies having jurisdiction over the Employer.

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

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

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

39.1.1.4.10 Nothing in this Article shall be interpreted as precluding the Employer from filing a grievance/arbitration. In this instance, the grievance will be filed by the Employer at Step 4 directly. It must be filed within thirty (30) days of the occurrence or when the Employer first reasonably knew of the occurrence.

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

39.1.1.4.12 It is understood between the parties that this Grievance/Arbitration procedure is the exclusive process for resolving all employment related disputes to the furthest extend permitted by law.

39.1.1.4.13 Employees will not have access to the Employer’s internal Grievance Procedure. It is understood and agreed that all of the rights and privileges created by or implied from this Agreement shall be enforceable only by the Union and the Employer, and only in the manner established by this Agreement or by law.

39.1.1.4.14 Grievance meetings shall be scheduled at mutually convenient times.

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

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

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

## **ARTICLE 40 PTO**

40.1 Subject to applicable law, all current practices regarding PTO accrual, access, and/or payout will continue for all bargaining unit employees, except as otherwise modified by this Agreement. There shall not be any decrease in PTO accruals for the term of this Agreement.

40.2 PTO is accrued per pay period based on employee status (full-time, part-time).

## **ARTICLE 41 NORMAL WORK WEEK**

### 41.1 Normal Work Week

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

41.2 The workweek begins Sunday at midnight 12:00 a.m. and ends at 11:59 p.m. the following Saturday.

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

## **ARTICLE 42 SCHEDULING**

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

42.1.1 Per Diem employees will be scheduled after full-time and part-time employees have been scheduled.

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

42.3 Schedules shall be posted no later than two (2) weeks before the start of next schedule. Such schedules shall be maintained until they are superseded by new unit schedules or changed by the Hospital in an effort to maintain safe and quality levels of patient care. Such schedules

shall not be altered without first seeking volunteers to provide needed coverage or changes, and without first discussing such changes and alternate suggestions with the affected employees. Such procedure with regard to volunteers and discussions shall also apply to alternations of established weekend cycles. Where there are changes to be made, the least senior employee shall be the first to be affected. Consistent with the preceding language, if the resulting schedule fails to meet patient and Hospital needs, the nurse manger or her designee shall make the final decision with regard to scheduling and notify the effected employees.

#### 42.4 Scheduling of Short-Term Paid Time Off

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

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

42.4.2 Short Term PTO Requests. All requests for Short Term PTO shall be submitted on a PTO request to the Nurse Manager no later than four (4) weeks prior to the start of the schedule containing the dates requested and no earlier than twelve (12) months prior to the PTO date requested. A separate request must be submitted for each consecutive period of time requested. The Employee shall then place his or her request on the unit calendar either electronically or written, for the benefit of other employees choosing dates for which to request time off. SMC shall send written confirmation of the approval, denial or other action taken with respect to the PTO request to the requesting employee within four (4) weeks of the receipt of the request. If the PTO request is approved, the requesting employee shall denote such approval of the PTO request on the unit calendar.

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

#### 42.5 Scheduling of Extended Paid Time Off

42.5.1 Extended PTO is defined as a request to take paid time off in excess of two 12-hour shifts or three 8 hour shifts in any work week for a full-time employee and in excess of one (1) twelve (12) hour shift or two (2) eight (8) hour shifts for a part-time employee.

42.5.2 Extended PTO requests. Each year beginning January 2<sup>nd</sup> through February 28<sup>th</sup>, SMC shall accept requests for extended PTO for period from March 15 of the current year to March 14 of the following year. All requests for Extended PTO shall be submitted by the

employee on a PTO request form. Space for a 1<sup>st</sup> week, 2<sup>nd</sup> week, and 3<sup>rd</sup> week choice shall be provided. PTO choices will be granted in order of bargaining unit seniority, starting with the employee with the greatest amount of bargaining unit seniority. Every employee's 1<sup>st</sup> choice will be considered moving through the entire list of employees, followed by their 2<sup>nd</sup> choice and then their 3<sup>rd</sup> choice. The 2<sup>nd</sup> and 3<sup>rd</sup> choice will only be considered if the 1<sup>st</sup> choice cannot be granted. If two or more employees request the same days off then the employee with the greatest bargaining unit seniority will be given their first choice. An employee shall be limited to two weeks of PTO during the time of May 1<sup>st</sup> to September 15<sup>th</sup> unless a written request is reviewed by the Director of Nursing and approved by the VP of Patient Care Services. Extended PTO shall not be granted for the time period between December 15<sup>th</sup> and January 3<sup>rd</sup>, unless a written request is reviewed by the Director of Nursing, and approved by the VP of Patient Care Services. SMC shall approve/deny/address all requests for Extended PTO submitted by February 28<sup>th</sup> no later than March 16<sup>th</sup>. Such requests shall not be unreasonably denied. A request consisting of greater than two consecutive weeks must be approved by the Nursing Director. Request for Extended PTO during the week of a holiday will be considered only after individual holiday commitments have been addressed and will be granted solely on patient needs.

Requests for Extended PTO may be made after February 28<sup>th</sup> and will be considered on a first-come, first serve basis. Such approval lies within the sole discretion of SMC based upon patient needs, standards of care, and safe staffing practices.

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

42.5.4 Advanced Short-Term PTO Requests. Employees also may schedule for Short Term PTO in the manner and timeframes set forth in Article 42.5. However, such requests for Short Term PTO shall be subordinate to any request for Extended PTO.

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

42.7 A nurse who finds her own coverage shall not be unreasonable denied PTO. However, the covering nurse must be qualified to work the assigned shift or shifts, and the covering nurse must not be subject to premium or overtime pay, at the discretion of the manager. All coverage requests must be submitted in writing to the manager and must be signed by both covering nurse and the originally assigned nurse. The covering nurse signing the change of schedule form shall be accountable for covering the shift of the originally assigned nurse. Absent a signed agreement, the original nurse is accountable for coverage of the shift.

42.8 In the event that two (2) or more employees put for the same time off and not all Employees can be accommodated, and the specific department policy and procedure does address how to make the decision, then the Employee with the greatest amount of bargaining unit seniority shall apply.

42.9 The Employer may institute an electronic scheduling protocol in any unit that does not currently utilize electronic scheduling. So long as the implementation of such a protocol does not modify the general scheduling practices of the unit (i.e., self-scheduling vs. block scheduling), the implementation of an electronic scheduling protocol shall not be subject to bargaining.

## **ARTICLE 43 INTENTIONALLY LEFT BLANK**

### **ARTICLE 44 WORK & MEAL BREAKS**

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

44.2 Employees shall make a reasonable effort to notify their manager or supervisor before working through a meal break. If the manager or supervisor denies the request, the employee shall take their unpaid meal break.

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

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

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

44.6 Employees may leave their building during unpaid meal breaks but must swipe out and swipe back in. Employees may not leave their campus during paid break times.

### **ARTICLE 45 TIME RECORDATION**

Employee may not swipe in for work earlier than six (6) minutes before the beginning of their shift or swipe out more than six (6) minutes after the end of their shift unless their employee first notifies SMC and unless, in SMC’s sole discretion, such additional time is warranted by emergent circumstances. Employees are expected to swipe in and out of work and to actually begin work at the start of their shift and to remain working on the floor up to the end of their work shift. SMC retains the right to implement and utilize new technologies related to time recordation or to change policies to improve time recordation, provided that SMC meets and confers with the Union under the time frames set forth in Article 66 of this Agreement.

## **ARTICLE 46 OVERTIME**

### **46.1 Overtime Work**

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

46.1.2 Employees who work in excess of forty (40) hours in any workweek shall receive time and one-half (1.5) of their regular compensation rate for all hours worked for the overtime shift worked in excess of forty (40) hours in any workweek. The overtime rate shall not include any differentials, bonuses, or other compensation other than what are specifically set forth in this Agreement.

### **46.2 Voluntary Overtime or Extra Shifts**

46.2.1 When overtime or extra shift (not greater than 40 hours) is deemed necessary by the Employer, the Employer should ask for volunteers. Employees may not work voluntary overtime unless such overtime is requested by the employee and approved by SMC prior to the working of any such voluntary overtime.

46.2.2 When two (2) or more employees volunteer for the overtime shift assignment, the Employer shall grant the extra shift and/or overtime in the following order: (1) the employee who will incur the least amount of overtime hours for that week; (2) Full-time, or Part-time employee with the greatest amount of bargaining unit seniority; (3) per diem employee with the greatest amount of bargaining unit seniority.

46.2.3 Preference to a particular shift shall be given to the employee who signs up for the full shift over an employee who signs up for a partial shift. Nothing in this Article precludes the Employer and Union from further developing the process in Labor Management meetings and mutually agreeing to modifications of this process.

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

46.4 Non-Mandated Time Not for Calculating Overtime. Hours used by employees for all paid and unpaid leaves, educational and other programs not mandated by the Employer, hours related to maintaining certification and licensure, holidays, and all time used by employees not specifically directed by SMC, bona fide volunteer hours, and other hours specifically excluded in this Agreement shall not count as hours worked for the purpose of overtime pay.

## **ARTICLE 47 WEEKEND REQUIREMENT**

47.1 Employees are required to work weekend shifts as scheduled but are required to work no more than every other weekend. The Employer may waive this requirement on a shift basis based upon the needs of the employee, patient care, staffing levels.

47.2 Except in cases of serious health condition as defined by the Family Medical Leave Act, an unscheduled weekend absence shall be made up by the employee. The make-up weekend will be mutually agreed upon by the employee and manager and shall be worked no later than three (3) months after the weekend absence. This requirement may be waived at the discretion of the manager.

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

## **ARTICLE 48 HOLIDAY SCHEDULING**

### **48.1 Holidays Defined**

Holidays are defined for the purpose of holiday pay as follows:

(1) for twelve (12) hour shifts, holidays are defined as beginning on 7:00PM of the Eve of the holiday until 7:00PM of the night of the holiday except for Christmas Day and New Year's Day, which begins at 3:00 p.m. on the Eve;

(2) for eight (8) hour shifts, per diem, and off-shift employees, holidays are defined as beginning 11:00PM on the Eve of the holiday to 11:00PM on the night of the holiday, except for Christmas Day and New Year's Day, which begins at 3:00 p.m. on the Eve.

### **48.2 Recognized holidays for the purpose of holiday pay:**

1. New Year's Day
2. Memorial Day
3. July 4<sup>th</sup>
4. Labor Day
5. Thanksgiving Day
6. Christmas Day

### **48.3 Holiday Pay**

All regular full-time and regular part-time employees who work on any of the recognized holidays shall be paid at the rate 1.5 times the Employee's regular compensation of pay. There shall be no "pyramiding of time" (as defined by Section 46.3) when working a holiday. If an employee has an unscheduled absence either on or forty-eight (48) hours preceding or following a holiday, the employee may not use PTO time for payment related to the unscheduled absence(s), except in cases where the employee is using Federal or State sick leave for the absence.



## 48.4 Holiday Scheduling

48.4.1. Except as modified by this Agreement, Hospital employees are required to work weekend shifts as scheduled and are required to work every other holiday. SMC in its sole discretion, may waive this requirement on a shift-by-shift basis based upon the needs of the employee, patient needs, staffing levels and needs of SMC, and excuse employees starting with the employee with the greatest bargaining unit seniority.

Moreover, the Employer may balance the schedule for a holiday week by offering to employees, starting with the employee with the greatest bargaining unit seniority, a waiver of the holiday shift obligation in exchange for agreeing to work a non-holiday shift in that week.

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

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

## **ARTICLE 49 & 50 INTENTIONALLY LEFT BLANK**

### **ARTICLE 51 ON-CALL**

#### 51.1 Scheduled OnCall

##### 51.1.1 Scheduling Procedure

51.1.1.1 SMC shall have the right to schedule employees to be on-call and such employees will be considered to be on Scheduled On-Call status. In the event that SMC elects to initiate the use of Scheduled On-Call in units that currently do not have Scheduled On-Call, or modify the Scheduled On-Call practice in units that have Scheduled On-Call to the extent that it materially affects bargaining unit employees, then SMC shall provide the union with forty-five (45) days written notice prior to the scheduled implementation date in order to give the Union an opportunity to meet and

confer with SMC regarding the change to explore alternatives to satisfy the needs of SMC, including but not limited to a voluntary on-call program. Nothing in this paragraph precludes SMC from instituting a voluntary on-call program.

Any employee who is Scheduled On- Call must be able to be contacted and return to work according to the approved departmental time frame established according to urgency of desired arrival.

#### 51.1.2 On-Call Pay

Employees will be paid a rate of \$4.50 per hour for the time that they are on-call but not required to be physically at work (“beeper pay”). If an employee is called into work under this subsection, that employee shall be guaranteed a minimum of four (4) hours pay. Employees will be paid 1.5 times their regular rate of pay for all hours worked while physically at work (“on-call Pay”). If an employee works less than four (4) hours when called into work, that employee shall receive On-call Pay for actual hours worked and four (4) hours minus actual hours worked at their regular rate of pay. For example, an employee who is called in for two (2) hours of actual work shall be paid at 1.5 times their regular rate of pay for those two (2) hours and paid at their regular rate of pay for the remaining two (2) hours. All compensation under this section shall not be pyramided with any other premium pay, such as overtime, holiday. Refer to Section 46.3 (non-pyramiding section).

#### 51.2. On-call Requirements:

The Employer will use reasonable efforts to minimize the amount of on-call that is required to maintain operations. When a vacancy in the on-call rotation occurs, those shifts will be left open on the schedule, and a needs list will be posted. The Employer will first attempt to fill these shifts through various means, including but not limited to asking for volunteers and using incentives prior to mandating additional on-call shifts. If necessary, the call schedule/rotation will be adjusted only after other options, including self-scheduling, fail to provide adequate coverage.

#### 51.3 Time Recordation

On-call employees are required to clock in when they return to work (if they are not remaining after a shift as set forth above in paragraph 51.1.1.3) and clock out when they complete their work.

51.4 On-call nurses will not be required to use a PTO day when they are scheduled for holiday on-call.

51.5 Employees shall not be required to find their own coverage for on-call time during approved PTO and sick call out. Employees may not self-schedule themselves for on-call coverage during requested or approved PTO.

51.6 Employees who work on call the night before a scheduled shift shall be entitled to use PTO or take time unpaid for the next immediate shift, if requested and approved by

Management, whose approval will not be unreasonably denied.

51.7 If an employee is called in to work for any time between 11 pm and 7 am and his/her next shift of work starts within four (4) hours after the call-in ends, she/he will be given the following options:

- a.) employee may come in to work late by the amount of time they worked during the 11 pm to 7 am period or
- b.) employee may leave early by the amount of time they worked during the 11 pm to 7 am period.
- c.) other arrangements as mutually agreed upon between the employee and his or her manager.

The employee has the option to use PTO or take the time unpaid.

## 51.6. Unscheduled Emergency Call-In

### 51.6.1. Procedure

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

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

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

### 51.6.2. On-Call Pay

If an employee is called into work under this subsection, that employee shall be guaranteed a minimum of four (4) hours pay. Employees will be paid 1.5 times their regular rate of pay for all hours worked while physically at work ("On-call Pay"). If an employee works less than four (4) hours when called into work, that employee shall receive On-call Pay for actual hours worked and four (4) hours minus actual hours worked at their regular rate of pay. For example, an employee who is called in for two (2) hours of actual work shall be paid at 1.5 times their regular rate of pay for those two (2) hours and paid at their regular rate of pay for the remaining two (2) hours. All compensation under this section shall not be pyramided with any other premium pay, such as overtime, holiday. Refer to Section 46.3 (non-pyramiding section).

## **ARTICLE 52 INTENTIONALLY LEFT BLANK**

## ARTICLE 53 WAGES

### 53.1. Definitions

#### 53.1.1. Base Rate of Pay

The base rate shall be defined as the employee's hourly rate of pay as set forth on the wage scale table in Section 53.8 without any differential, bonus, incentive, or premium pay.

#### 53.1.2. Regular Compensation Rate

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

#### 53.1.3. Premium Compensation Rate

Premium Compensation Rate of pay shall be defined as 1.5 times the employee's regular compensation rate.

### 53.2. Overtime

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

### 53.3. Shift Differentials

To be eligible for shift differential, an employee's shift must be at least four (4) continuous hours of working time and must work at least four (4) hours of the shift between 3 pm and 7 am. A 10% shift differential will be paid only for those hours worked between 3 pm and 7 am. If an employee is regularly scheduled day shift, the employee must work at least 4 hours past the end of the scheduled shift to receive shift differential.

### 53.4. Daylight Savings/Standard Time:

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

### 53.5. Mileage

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

### 53.6. New Hires

New bargaining unit hires to RN positions will not be placed on a step of the applicable Wage Scale that is higher than any current employee with the same level of experience in their position. The amount of credited experience according to Section 53.7.3 shall establish the employee's starting level on the wage scale, from which the employee shall progress through their employment.

53.7. Wage Adjustment and Correction

53.7.1. Within thirty (30) days of ratification, employees will be placed on their applicable wage scale. The amount of credited experience shall establish the employee's starting level on the wage scale table, from which the employee shall progress through their employment. To ensure proper placement on the wage scale, each employee, within thirty (30) days from the date of ratification of this Agreement, will receive notice from the Employer indicating the years of experience as an RN and the date of hire. A copy shall also be sent to the Union. Employees shall report any errors to the hospital within thirty (30) days from the date of mailing of the Employer's notice. Failure of the employee to report an error shall constitute an irrevocable waiver of that error and ratification that the hospital's designation is correct. Errors in calculated years of experience will be corrected by the employer no later than two (2) pay periods from the date of notification.

53.7.2. Where an employee's actual base rate is more than their base rate set forth in this Agreement, the employee's base rate shall be "red circled," and the employee shall not be entitled to any increases in their base rate (either across-the-board-increases or Step increases) until the employee's base rate in the Agreement is equal to the employee's base rate in Article 53.8.

53.7.3. Nothing in this Article prevents SMC from increasing or reducing an employee's pay rate if the employee accepts a position outside of their current job classification.

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

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

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

|                     |   |
|---------------------|---|
| Occupational Health | Any other non-clinical experience not listed here |
| School Nursing      |   |
| Peace Corps Nurse   |   |

53.8 Base Rate Wage Scales.

53.8.1. Wage Scale - Full Time, Regular Part Time

| <b>RN Wage Table</b> |                     |                            |
|----------------------|---------------------|----------------------------|
|                      | <b>June 1, 2023</b> | <b>June 1, 2024 – 2.0%</b> |
| 0-1                  | \$40.03             | \$40.83                    |
| 1                    | \$40.48             | \$41.29                    |
| 2                    | \$40.88             | \$41.70                    |
| 3                    | \$41.36             | \$42.19                    |
| 4                    | \$41.76             | \$42.60                    |
| 5                    | \$42.65             | \$43.50                    |
| 6                    | \$43.49             | \$44.36                    |
| 7                    | \$44.33             | \$45.22                    |
| 8                    | \$45.16             | \$46.07                    |
| 9                    | \$46.03             | \$46.95                    |
| 10                   | \$46.83             | \$47.77                    |
| 11                   | \$47.38             | \$48.32                    |
| 12                   | \$47.91             | \$48.86                    |
| 13                   | \$48.46             | \$49.43                    |
| 14                   | \$49.00             | \$49.98                    |
| 15                   | \$49.52             | \$50.51                    |
| 16                   | \$49.91             | \$50.91                    |
| 17                   | \$50.30             | \$51.31                    |
| 18                   | \$50.70             | \$51.72                    |
| 19                   | \$51.05             | \$52.07                    |

|                            |         |                            |         |         |
|----------------------------|---------|----------------------------|---------|---------|
| 20                         | \$51.44 | \$52.47                    |         |         |
| 21                         | \$51.76 | \$52.80                    |         |         |
| 22                         | \$52.06 | \$53.10                    |         |         |
| 23                         | \$52.38 | \$53.43                    |         |         |
| 24                         | \$52.68 | \$53.73                    |         |         |
| 25                         | \$52.98 | \$54.04                    |         |         |
| 26                         | \$53.27 | \$54.34                    |         |         |
| 27                         | \$53.59 | \$54.66                    |         |         |
| 28                         | \$53.90 | \$54.98                    |         |         |
| 29                         | \$54.20 | \$55.29                    |         |         |
| 30                         | \$54.51 | \$55.60                    |         |         |
| <b>Unit Based Per Diem</b> |         |                            |         |         |
| <b>June 1, 2023</b>        |         | <b>June 1, 2024 – 2.0%</b> |         |         |
|                            | Day     | Night                      | Day     | Night   |
| Weekday                    | \$56.12 | \$64.15                    | \$57.24 | \$65.43 |
| Weekend                    | \$64.15 | \$72.14                    | \$65.43 | \$73.59 |
| Holiday                    | \$72.14 | \$80.19                    | \$73.59 | \$81.79 |

53.8.3 Per Diem Weekend Differential Start/End Time

The unit based Per Diem weekend rate shall begin at 6:45 p.m. on Friday and end at 7:15 a.m. on Monday.

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

53.8.5. Wage Scale

As of June 1, 2023, Employees shall be placed on the scale set forth in 53.8.1. Employees shall advance one step on the salary scale on the first pay period of June 2024.

In addition to the Step Advancements, the Wage Scale shall increase 2.0% June 1, 2024.

53.9. Charge Pay

Nurses who volunteer to work or are otherwise assigned “charge” shall receive a differential of \$1.00/hour. This differential shall not be counted when calculating the applicable overtime rate.

53.10. Pay Periods and Pay Checks.

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

**ARTICLE 54 INTENTIONALLY LEFT BLANK**

**ARTICLE 55 LEAVE OF ABSENCE**

For the duration of this Agreement, bargaining unit employees shall be eligible for Leaves of Absence consistent with the SMC Leave of Absence policies in effect as of the effective date of this Agreement and/or mandated by applicable law, including but not limited to Sick Leave, Family Medical Leave and Personal Leave.

**ARTICLE 56 VOTING TIME OFF**

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

56.1.1 The Employee is a register voter.

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

56.1.3 An Employee who has reason to believe that the time off to vote will need to give their manager/supervisor at least one (1) week notice.



## **ARTICLE 57 BEREAVEMENT LEAVE**

Bereavement Leave shall be provided to Bargaining Unit Employees in the same manner and upon the same terms as the Hospital provides this benefit to its non-represented non-management employees.

## **ARTICLE 58 MILITARY LEAVE**

Military leave will be provided according to applicable law.

## **ARTICLE 59 JURY DUTY**

59.1 The Employer agrees to compensate regular full-time, and regular part-time Employees who properly report and document jury duty for their regularly scheduled hours, not including extra shifts or overtime hours, that are missed because of jury duty and grand jury duty.

59.2 The Employer shall pay the Employee their regular rate of pay. Hours shall not count as hours worked, and therefore, shall not count for the purposes of accruing benefits or earning other entitlements under this Agreement.

59.3 Employees are required to give their manager advance notice of the summons for jury duty and shall be paid for absence due to jury duty on regularly scheduled workdays only. Employees who work the day and evening shift shall be off the same day. Employees who work the night shift and are scheduled to work the night preceding the jury duty will not be required to work that shift.

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

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

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

## **ARTICLE 60 INTENTIONALLY LEFT BLANK**

## **ARTICLE 61 BENEFITS**

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

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

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

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

61.2.3 In the event of exceptional economic circumstances effecting the Plans or Inspira, Inspira and the Union agree to negotiate any proposed changes to the contribution levels outside of the levels set forth in paragraph 33.1.3.

61.2. Retirement Program

61.2.1 -The Hospital agrees to make available to eligible bargaining unit employees, the same Retirement Program as which it provides to its non-bargaining unit employees. The Parties agree to meet and confer no later than June 1, 2024 to discuss the status of the Retirement Program.

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

## **ARTICLE 62 ANCILLARY BENEFITS**

62.1 SMC shall provide non-compensatory "ancillary benefits" to bargaining unit Employees as non-bargaining unit employees for the term of this Agreement.

62.2 Any decision by SMC to change, modify, or terminate any other ancillary benefit levels not listed above shall not be subject to bargaining with the Union.

## **ARTICLE 63 HEALTH AND SAFETY**

63.1 SMC and the Union recognize that Employee and Patient Health and Safety is of paramount importance. As part of a continuous effort to improve health and safety of patients and employees:

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

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

63.1.3 SMC and its employees shall comply with all applicable directives and guidelines issued by the Centers for Disease Control and/or the New Jersey Department of Health or any other governing authority regarding the prevention and management of infectious/communicable diseases.

## **ARTICLE 64 SEVERABILITY**

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

## **ARTICLE 65 DURATION**

This Agreement shall expire on May 31, 2025 at 11:59 PM.

## ARTICLE 66 MANAGEMENT RIGHTS

66.1 The management and control of SMC and the directions of the work force rest exclusively with SMC, and except as otherwise limited by an express provision of this Agreement, SMC shall retain the absolute right to exercise complete control and discretion over its organization, employees, management, operations, and technology, and shall have the full and absolute right to make any decisions affecting its organization, employees, management, operations and technology. Such management rights include, but are not limited to: create, change, discontinue, manage, administer, sell, assign, transfer, and control SMC's operations, programs, activities, mission and resources; plan, direct and control all duties and functions performed by employees; hire, train, orient, precept, educate, classify, demote, transfer, assign, supervise, layoff, discipline, suspend, and discharge; promote to positions within or outside the bargaining unit; determine or change the starting and quitting time, length of shift and the number of hours worked per day and per week; require overtime as permitted by law; establish and change work schedules; determine the staffing numbers and composition for each department and shift to select and determine the number and types of employees to provide patient care; assign work to employees; establish nurse to patient staffing ratios; establish and change work schedules and assignments; establish and implement on-call procedures and /or policies and to require employees to meet on call requirements established by SMC; establish and implement call in procedures and/or policies and to require employees to report to work in accordance with the policies and/or procedures; assign or transfer employees temporarily or permanently to other classifications, work areas or facilities; assign or transfer equipment or facilities temporarily or permanently; direct, plan and control facility operational exercise control and discretion over the organization and efficiency of operations; change or eliminate existing methods, materials, equipment, facilities and reporting practices and procedures and/or to introduce new or improve ones; assign or contract out all or any part of the work currently performed by bargaining unit employees or new work, including the right to utilize the services of agencies, contractors, non-bargaining unit personnel, supplies, contractors and volunteers; determine what products and methods shall be used; control all property of SMC; create, modify, combine or abolish any job classifications or title; create, promulgate reasonable work rules, policies and regulation; Communicate, modify, interpret and enforce work rules, policies and regulations on any matter that is not specifically and unambiguously provided for in this Agreement to the contrary, including but not limited to rules, regulations and stands addressing conduct, patient care, attendance, employment and safety; create, promulgate, enforce and modify employee handbooks, manuals, orientation documents, publications, newsletters, and any other documents or memoranda addressing any rights reserved by SMC under this Article; lay off and relieve employees from duty because of lack of work or other reasons, and to determine the extent and duration of such layoff; determine the number of departments and units and the work to be performed therein; create, discontinue, enlarge, reduce, consolidate or reorganize any department or unit; transfer any or all operations to any location or discontinue the same in whole or in part; merge with any other institution, sell or close any and all operations; determine the methods, procedures, and equipment to be utilized by employees in the performance of work; utilize employees wherever necessary in cases of emergency or in the interest off patient care within the discretion of SMC; introduce new or improved methods or facilities regardless of whether or not such introduction may cause a reduction in the work force; establish and administer programs, policies and procedures related to research, education,

training, operations, services and maintenance of the SMC's operations; determine staffing patterns including but not limited to the assignment of employees, number of employees employed, duties to be performed, qualification and areas worked; select and determine the type and extent of activities in which it will engage and with whom it will do business; determine policies and procedures with respect to patient care; determine or change the methods and means by which its operations are to be carried on; take any and all actions it determines appropriate, including the subcontracting of work, to maintain efficiency and appropriate patient care in all respects to carry out the ordinary and customary functions of management.

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

66.3 The Union, on behalf of the Employees, agrees to cooperate with SMC to attain and maintain full efficiency and optimal patient care.

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

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

66.6 SMC shall notify the Union in writing of any changes in policies and practices that affect bargaining unit employees prior to implementation and shall discuss with the Union upon request and bargain over the effects of such changes upon bargaining unit employees to the extent required by law. Where the Union has elected to engage in effects bargaining, the Union shall notify SMC in writing of its intention to bargain over effects within five (5) business days of notification, and bargaining shall begin within five (5) business days thereafter.

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

## **ARTICLE 67 SUBCONTRACTING**

SMC retains the right to subcontract any bargaining unit work in the future based on patient care needs or economic considerations, provided that such subcontracting will not be done for the purpose of laying off employees in the bargaining unit – although the effect of such subcontracting may result in layoffs. Before any final decision regarding subcontracting is reached, SMC will meet with the Union as soon as practicable to negotiate with the Union as to the effects of such decision. Nothing in this Agreement shall affect any current subcontracting agreements the Employer currently maintains and/or renewal of the same.

## **ARTICLE 68 NO STRIKE OR LOCKOUT**

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

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

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

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

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

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

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

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

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

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

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

68.6 During the life of this Agreement or any extension thereof, SMC agrees that there shall be no lockout of employees.

## **ARTICLE 69 ENTIRE AGREEMENT**

69.1 This Contract contains the entire understanding, undertaking, and fully bargained for Agreement for SMC and the Union, and represents matters of collective bargaining for its term. Changes to this Agreement, whether by addition, waiver deletion, amendment or modification, must be reduced to writing and executed both by the Union and SMC. Except as set forth in Section 3 and 4 below, there will be no individual agreements made between the Employer and individual members of the Union.

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

69.3 Additional Compensation. Nothing in this Agreement shall preclude SMC from implementing and/or terminating programs that provide employees with compensation and benefits that are in addition to what is required in this Agreement. SMC shall bargain with the Union over the effects of any new programs prior to implementation pursuant to the procedure set forth in Article 66.6 of this Agreement. SMC shall have the sole authority to terminate such programs.

69.4 Current Additional Compensation. SMC shall have the sole authority to continue, modify or terminate compensation and benefit programs currently in place that are in addition to what is required in this Agreement, such as Premium Incentive Pay, Bonuses, Referral Bonuses, Retention Bonuses, and Student Nurse Loan Forgiveness Program.

## **ARTICLE 70 PROFESSIONAL DEVELOPMENT**

The Hospital may in its sole discretion create and implement a Clinical Ladder Program during the life of this Agreement. Prior to the implementation, the Hospital will provide thirty (30) days' notice to the Union of its decision to implement along with the details of such program.



## **ARTICLE 71 TEMPORARY REDUCTION OF STAFFING**

71.1 SMC retains the right to deviate from its schedule and temporarily reduce staffing on a given unit and/or shift due to decreased census, decreased volume of work, or for other significant reasons that may arise. SMC shall consider patient need and acuity before a reduction of staff or hours occur. Prior to canceling or reducing hours, SMC shall use reasonable efforts to reassign the RN as set forth in Article 27.

71.1.1 Employees shall not be called off if it causes the unit to fall below the Employer's current staffing guidelines.

71.2 Call-off will continue by rotation. For purposes of this policy seniority is defined as bargaining unit seniority;

71.2.1 Rotation is defined as call-offs shared equally among all permanent staff members.

71.3 Employees called off shall be called off for the remaining hours of the shift unless the employee agreed to be placed on standby status.

71.4 Call-off under this Article shall not affect PTO status accrual.

71.5 Standby On-Call Status

In the event that the Employer must call off employees in accordance with this Agreement, an affected employee, upon request of their manager, may volunteer to be placed on stand-by status, in lieu of the call-off. PTO status accrual shall not be affected. The employee shall report to work within one hour of being notified.

71.6 Standby On-Call Compensation

The Employee is paid \$4.50 per hour for hours on standby. If an employee is called into work under this subsection, that employee shall be guaranteed a minimum of four (4) hours pay. Employees will be paid 1.5 times their regular rate of pay for all hours worked while physically at work. All compensation under this section shall not pyramided with any premium pay, such as overtime or holiday. Refer to Section 46.3 (non-pyramiding section).

71.7 Cancellation Process:

71.7.1 Definition of overtime and extra shifts:

Overtime is defined as an employee working more than forty (40) hours on the day of cancellation.

Extra shift is defined as shifts worked that are not overtime (more than forty (40) hours) and are in addition to the Employee's regular scheduled shifts.

71.7.2 Call-off will be within a unit or department of the affected division-with-consideration given to present ability and skill. Employees shall be cancelled in the following manner:

- 1.) Agency Nurses;
- 2.) Employees (FT-PT-PD) working overtime as defined 71.7.1;
- 3.) Employees (FT-PT-PD) working extra shifts as defined 71.7.1 that will result in overtime later that week;
- 4.) Employees (FT-PT-PD) who have volunteered to reduce his/her hours;
- 5.) Per Diem
- 6.) Employees (FT-PT) working extra shifts as defined 71.7.1 that will not result in overtime later that week;
- 7.) Full-Time and Part-Time Employees

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

71.9 Employees selected for call-off shall be given as much advance notice as is reasonable and as circumstances allow. Nurses given first notice of call off after reporting to work for a regularly scheduled shift or extra shift shall be compensated the greater amount of either actual hours worked or four hours regular pay for that shift.

71.10 Employees called off by SMC have the option to use PTO time, if available.

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

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

## SIDE LETTER 1 BSN REQUIREMENT

### Advancement to BSN and/or MSN Requirement

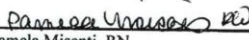
1. All RNs hired as an RN on or after June 1, 2023 must either: (1) have a Bachelor of Science degree in Nursing or Master of Science degree in Nursing from a CCNE or NLNAC accredited program (or foreign equivalent) at the time they are hired or rehired; or (2) enroll within six months of hire or rehire in a CCNE or NLNAC accredited BSN or MSN program (or foreign equivalent) with a graduation date that falls on or before the employee's third employment anniversary date.
2. Extension of Applicable Deadlines. RNs pursuing their degree in Nursing to satisfy paragraphs 1 and 2 above and who cannot meet the deadline due to extenuating or unforeseeable life event or circumstance, must apply for an extension, which will not be unreasonably denied. A request for extension shall not exceed 12 months.
3. Failure to meet the requirements of this Side Letter shall result in the RN no longer meeting the minimum qualifications of employment. Any arbitration of a termination under this Side Letter will be performed under the expedited arbitration rules of AAA.
4. Notification. SMC shall provide RNs with written notice of their obligations under this Article and have RNs sign a notice that they acknowledge and understand that they are required to obtain their Bachelor of Science in Nursing degree or Master of Science in nursing degree per this Side Letter. A copy of each notification shall be provided to the Union.
5. An RN who is hired before [Effective Date of this Agreement] as an RN shall not have a Bachelors' or Masters' Degree in nursing as a basic educational requirement in order to be considered for or awarded a position for which they are otherwise qualified.

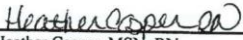
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AFT/AFL-CIO

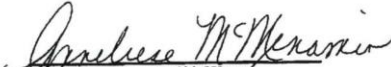
Salem County Hospital Corporation, Inc.

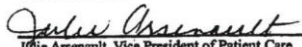
  
\_\_\_\_\_  
Debbie White, President HPAE

  
\_\_\_\_\_  
Christa Saracino, BSN, RN

  
\_\_\_\_\_  
Pamela Misenti, RN

  
\_\_\_\_\_  
Heather Casper, MSN, RN

  
\_\_\_\_\_  
Rachelle McMenamin, Chief Human  
Resources Officer

  
\_\_\_\_\_  
Julie Arsenault, Vice President of Patient Care  
Services

## SIDE LETTER OF AGREEMENT 2 KENTUCKY RIVER

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

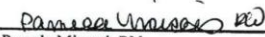
The parties agree that this Side Letter of Agreement shall expire as of the date of the Collective Bargaining Agreement expiration and is solely an agreement to postpone the exercise of any rights it might have or which might be created, for the term of this Side Letter of Agreement only.


Health Professionals and Allied Employees  
AFT/AFL-CIO


Salem County Hospital Corporation, Inc.


  
\_\_\_\_\_  
Debbie White, President HPAAE

  
\_\_\_\_\_  
Christa Saracino, BSN, RN

  
\_\_\_\_\_  
Pamela Misenti, RN

  
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Heather Casper, MSN, RN

  
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Danielle McMenamin, Chief Human  
Resources Officer

  
\_\_\_\_\_  
Julie Arsenault, Vice President of Patient Care  
Services