

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SALEM COUNTY HOSPITAL CORP.

AND

HEALTH PROFESSIONALS AND ALLIED EMPLOYEES,  
AFT/AFL-CIO

June 1, 2021-May 31, 2022

## PREAMBLE

This Agreement made as of the date first above written, by and between Salem County Hospital Corp., 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 I – RECOGNITION

1.1 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.

1.2 This Article shall not be interpreted to limit non-bargaining unit employees from performing work also historically performed by employees in the bargaining unit, as long as bargaining unit work is not the non-bargaining unit employee's primary duty.

## ARTICLE II – EMPLOYEE CLASSIFICATIONS

2.1 PRN or Per Diem Nurse. A nurse scheduled on an as-needed basis and is not regularly schedule to work or is on a PRN/Registry work plan with a specific commitment and a fixed rate of pay. Per Diem nurses qualify for benefits only as required by law and/or in accordance with benefit plan document requirements.

2.2 Intentionally omitted.

2.3 Full-Time Nurse. A full-time equivalent nurse (1.0 FTE) for staffing purposes is regularly scheduled to work and/or one who works at least forty (40) hours per week, or, for designated nurses working twelve (12) hour shifts (9FTE), for staffing purposes is regularly scheduled to work and/or works at least thirty-six (36) hours per week.

2.4 Part-Time Nurse. A part-time equivalent nurse is regularly scheduled to work and/or who works less than forty (40) hours per week (<1.0 FTE), but more than twenty (20) hours per week (>.5 FTE), or, for designated nurses working twelve (12) hours shifts, a nurse who works less than thirty six (36) hours per week (<.9 FTE), but more than twenty (20) hours per week (>.5 FTE).

2.5 Reclassification Requests. Full-time nurses may request to reclassify to per diem status. Approval of such request shall be based on Hospital need and shall not be unreasonably denied.

2.6 Charge Nurse. The Hospital agrees that during the term of this Agreement, it will not assert or seek to challenge the supervisory or non-supervisory status, as defined under the National Labor Relations Act, of bargaining unit employees that currently function as a Charge Nurse as of the date of the ratification of this Agreement.

### ARTICLE III - UNION MEMBERSHIP AND CHECK OFF

3.1 Membership. To the extent not inconsistent with the law, employees covered by this Agreement at the time it becomes effective who are members of the Union at the time shall continue membership or choose to become "Beck objectors". Employees who choose Beck objector status shall be responsible to pay representation fees within the meaning of CWA v. Beck. Employees who choose Beck objector status are not considered members of the Union, thus they are not afforded the rights and privileges of Union membership, such as holding office or voting in Union officer elections.

3.2 Employees covered by this Agreement who are not members of the Union at the time this Agreement becomes effective, and employees hired, rehired, reinstated or transferred into a bargaining unit position after the effective date of this Agreement shall within ninety (90) days following the effective date or the date of hire, rehire, reinstatement or transfer, as applicable, be required, to the extent not inconsistent with the law, to either:

- (a) Become members of the Union; or
- (b) Choose to become Beck objectors.
- (c) An employee who chooses Union membership and who shall tender initiation fees (if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership in the Union shall be deemed to meet this condition. Employees who choose Beck objector status who pay the designated fees as required by Beck shall be deemed to meet this condition.

(d) The failure of any employee to remain in good standing with the Union following the initial ninety (90) day period above by either not paying membership dues or the designated fees as required by Beck, in the absence of any disputes, shall obligate the Employer, upon written notice from the Union to such effect, to discharge such person. The Employer shall have fifteen (15) days following receipt of such written notice to act on the Union's demand to discharge said employee. If during said period, 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 such employee.

3.3 Neither the Hospital nor the Union shall restrain or coerce any employees in the exercise of their choice of Union membership or Beck objector status.

3.4 Upon receipt of a signed authorization form by employees required to pay dues or other fees under this Article, Employer shall deduct from the pay all membership dues or representation fees. Employer will deduct dues and fees beginning in the first full pay period after both of the following have occurred: (1) employee passed Employer's background check and drug screening protocols, and (2) Employer received signed authorization form. The amount to be deducted shall be certified by the Union and the aggregate deductions of all bargaining unit employees shall be remitted to the Union, together with an itemized statement that includes hours worked and the hourly rate of pay of each employee, within five (5) business days from end of the last pay period of the succeeding month after such deduction is made.

3.5 Employer's remittance will be deemed correct if the Union does not give written notice to Employer within ninety (90) calendar days after receipt of the same of its good faith belief that the remittance is incorrect unless the Union obtains information after such period that the information provided by the employer upon which it determined the correctness was either false or incomplete. The Union assumes full responsibility for the remittance upon receipt of same.

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

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

3.8 Employer agrees to provide the Union with a list of all employees, their employee ID number, phone numbers, addresses, date of hire, classification,

department/unit, status, rate of pay, and date of birth. Employer agrees to provide a monthly update no later than the twenty-first (21<sup>st</sup>) day of each month to this list including new hires, changes in employment status (active, terminated, retired), and classification (FT, PT, PRN). Employer agrees to provide all information to the Union in the electronic format used by Employer by sending this information to the identified HPAE Administrative Staff person. The Union agrees to keep this information confidential and to comply with all state, local and federal laws regarding the dissemination of confidential information.

### 3.9 COPE Check Off.

(a) Upon receipt of a signed authorization from an employee, Employer shall, pursuant to such authorization, deduct from the wages due to the employee each pay period a voluntary deduction to the HPAE Committee on Political Education (COPE) in such amount specified by employee.

(b) The total amount deducted from employees for the COPE fund, with an itemized list of employees authorizing such deductions and the amounts thereof, shall be forwarded to the Union within fifteen (15) business days from the last pay day of each month after such deduction is made. Remittance to the Union of COPE Fund deductions shall be by a separate check and not combined with dues and initiation fees.

## ARTICLE IV – UNION ACTIVITY AND ACCESS

4.1 HPAE Representatives Access to Hospital. Authorized HPAE Representatives may have access at reasonable times to those areas of the Hospital's premises which are open to the general public for the purpose of investigating grievances and contract compliance. HPAE Representatives shall not have access to patient care areas or employee lounges unless advance approval has been obtained from Human Resources. Access to the Hospital premises shall be subject to the same general rules applicable to other non-employees and shall not interfere with or disturb employees in the performance of their work during working hours and shall not interfere with patient care or the normal operation of the Hospital, in accordance with the Act.

4.2 Local Union Representatives and Officers. The Union shall designate and the Hospital shall recognize the Local Executive Board Officers (LEB) and Local Union Representatives. The Union shall provide the Hospital in writing the Local Union Representatives' name, department/unit, shift, and scope of authority. Unless otherwise agreed to by the Hospital, the investigation of grievances and other Union business shall be conducted only during nonworking time, in non-patient care areas, and shall not interfere with the work of other employees. If at the request of the Hospital, a Union Officer or Representative is required to attend a grievance meeting during his/her scheduled shift, the nurse shall suffer no loss in pay.

4.3 Bulletin Boards. 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.

4.4 Orientation. During the new hire orientation for new nurses, the Hospital will allow a representative of the Union thirty (30) minutes during such program to discuss the Union and the terms of this Agreement.

## ARTICLE V – JOINT COMMITTEES

5.1 Labor Management Committee. The Labor Management Committee shall consist of up to three (3) nurse representatives selected by their own group, and, to the extent practicable, from different units, and up to three (3) management representatives. The Labor Management Committee shall meet quarterly, or more frequently by mutual agreement, to discuss matters pertaining to this Agreement provided that a detailed substantive agenda is submitted at least one (1) week in advance of each meeting. The Union shall keep the Hospital updated as to the names of the nurses serving on the committee. The Committee shall not be a forum for the negotiation of new terms or conditions of employment under the Agreement, nor for the negotiations of a new contract or to amend the current Agreement.

5.2 Staffing Committee. The Staffing Committee shall consist of up to three (3) nurse representatives from different units, and up to three (3) management representatives. The Staffing Committee shall meet quarterly, provided that a detailed substantive agenda is submitted between parties at least one (1) week in advance of each meeting. The Union shall keep the Hospital updated as to the names of the nurses serving on the committee.

5.3. Other Joint Committees. The Hospital will comply with applicable state regulation for Health and Safety, Violence Prevention, and Safe Patient Handling Committees and will form committees as required.

5.4 Attendance at Committees. Committee members will be afforded time off, with no loss of pay to attend committee meetings scheduled during their work day, as approved by their manager and subject to staffing needs and patient care requirements.

5.5 The committee meetings shall not be used as a substitute for the Grievance and/or Arbitration Procedure of this Agreement. Hospital Representatives shall not be required to discuss circumstances that could be processed under the Grievance Procedure, nor grievances which have been filed or that are pending at any step of the Grievance Procedure.

## ARTICLE VI - PROBATIONARY PERIOD

6.1 Probation Period. Newly hired regular nurses shall be considered probationary nurses for a period of ninety (90) calendar days of continuous active employment from the date of hire, excluding time lost for sickness and other leaves of absence. Per Diem nurses shall also be considered probationary for a period of ninety (90) calendar days of continuous active employment from the date of hire.

6.2 Probation Extension. Upon written notice to the nurse, with copy of such notice to the HPAE Representative, the Hospital, in its discretion, may extend the probationary period of a full-time, part-time, or PRN nurse up to an additional month of active employment.

6.3 Probationary Nurse Discharges. During the probationary period, including any extension pursuant to Section 6.2 above, the Hospital may discharge any such nurse, and such discharge shall not be subject to the Grievance and Arbitration provisions of this Agreement.

6.4 Benefit Accruals During Probation Period. Although PTO hours accrue and accumulate beginning the date of hire, such hours may not be used during the probationary period, including any extension, immediately following employment. Upon successful completion of the probationary period, a nurse will be granted access to such benefits in accordance with the relevant provisions of this Agreement and applicable Hospital policies.

## ARTICLE VII – NON-DISCRIMINATION

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

## ARTICLE VIII - MANAGEMENT RIGHTS

8.1 The management of the Hospital and the direction of the working forces are vested exclusively in the Hospital's management team. Except as specifically limited by this Agreement, Employer retains the sole right to determine the workforce, to hire, discipline, discharge for just cause, layoff and promote; to determine or change the starting and quitting time and the number of hours to be worked; to promulgate reasonable rules and regulations, to assign duties to the workforce, to organize, discontinue, enlarge or reduce a department function or division; to assign or transfer employees to other departments or shifts as operations may require; to introduce new or improved facilities and carry out the ordinary and customary functions of management. None of these rights shall be exercised in a capricious or arbitrary manner.

8.2. The Union recognizes that Employer may introduce a revision in the

method or methods of operation which will produce a revision of job duties and a reduction in personnel in any department. The Union agrees that nothing contained in this Agreement shall prevent the implementation of any program and of the workforce reductions of any program to be hereinafter undertaken by Employer. The Union, on behalf of the employees, agrees to cooperate with Employer to attain and maintain the full efficiency and optimum patient care, and Employer agrees to receive and consider constructive suggestions submitted by the Union on behalf of the employees towards these objectives.

8.3 There shall be no individual agreements between employees and Employer. This Agreement contains the full understanding between the parties and cannot be modified except by written agreement between the parties. Any of the rights, as determined by the policies and past practices put in place before the signing of this Agreement, are null and void.

8.4 Nothing contained in this Agreement shall prevent the Hospital from designing, establishing, implementing or discontinuing any program, process or function already undertaken by the Hospital or hereafter to be undertaken by the Hospital.

8.5 The foregoing statement of the rights of management and of Hospital functions is not all inclusive, but indicates 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 Hospital functions not specifically enumerated.

8.6 In any dispute over the Hospital's exercise of the rights retained by it under this Article, the Arbitrator's authority shall be limited to determining whether such exercise was arbitrary, capricious or discriminatory.

#### ARTICLE IX – JOB POSTINGS

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



9.2 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. Qualified bargaining unit nurses who submit such a request shall be granted an interview provided the bid is submitted prior to the end of the posting period.

9.3 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.

9.4 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 record and disciplinary record. Clinical practice record is defined by “Clinical Practice Criteria” pursuant to Section 9.3 of this Article. Where skills, ability, and training requirements are relatively equal, the nurse with the highest hospital seniority shall be awarded the position.

(b) The nurse awarded the position will be sent a confirmation letter within three (3) business days of his/her acceptance. Such letter will indicate the effective date of hire or transfer, which will normally be up to six (6) weeks from the date of

acceptance. Internal applicants not awarded the position will be so notified in writing within five (5) 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.

9.5 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.

#### ARTICLE X – STAFFING

10.1 The Hospital and the Union agree that in any patient care situation, patient safety and quality care is of utmost important for the benefit of the patient, the staff, and the Hospital. The Union acknowledges that staffing levels are decisions reserved exclusively to the Hospital. The Hospital agrees there should be appropriate staff on each unit for each shift, taking into account, among all other factors, patient acuity.

#### ARTICLE XI – LOW CENSUS

11.1 Notwithstanding any other articles or provisions of this Agreement including but not limited to Article XVI - Seniority, Layoff and Recall, the Employer retains at all times the discretion to temporarily reduce staffing for a given Unit/Department/operation and/or shift due to decreased census (or volume or usage, as applicable), subject to the following order of reassignment.

- (a) Float employee(s) to an alternate assignment if in the judgment of the Hospital the employee(s) has the requisite qualifications, skill, ability, education, experience and ability to perform the alternate assignment immediately;
- (b) Solicit volunteers on a rotating basis beginning with the most senior employee from among employees in the affected unit/department/operation and/or shift;
- (c) Agency/contracted employees;
- (d) Regular employees working overtime hours;
- (e) Per diem;
- (f) Part-time employees working above their regularly scheduled hours;
- (g) In the event further reductions are needed, the Hospital may cancel on a rotating basis beginning with the least senior regular full-time or part-time employee within the Unit/Department/operation and/or

shift. In any event, the Hospital shall retain such qualified staff as it determines necessary to best perform the remaining work.

11.2 An employee may choose to take accrued and unused PTO time or may take the time as unpaid time in the event they are cancelled or volunteer pursuant to Section 11.1 of this Article. In the event that the employee chooses to take PTO time, such time shall not be counted towards the calculation of overtime.

## ARTICLE XII – FLOATING

12.1 Floating. Floating shall be defined as the reassignment of a nurse to work her or his scheduled shift, or any part thereof, on a unit other than the unit to which the nurse is scheduled.

12.2 It is understood that nurses may be required to float to different areas of the Hospital from time to time. Nurses may not be required to float into areas or perform tasks unless they have received appropriate orientation or training, which allows them to perform the tasks which the nurse is assigned safely. Nurses on a unit shall be floated in an equitable rotation based on who has floated most recently. Subject to required skill levels and operational requirements of the Hospital, full-time and part-time nurses shall not be required to float if per diem nurses, agency nurses, non-guaranteed traveling nurses, or nurses in overtime status are concurrently working on their unit.

## ARTICLE XIII – NURSE ORIENTATION

13.1 The Department Director shall determine the length of the orientation for newly hired nurses. The Department Director shall provide newly hired nurses with both a general and unit specific orientation. The Department Director, based on basic and unit specific competencies of the employee, shall determine the orientation for current nurses that transfer to a new unit or into a per diem position.

## ARTICLE XIV – PERSONNEL FILE

14.1 Upon one weeks' notice, nurses shall be granted the opportunity to schedule a mutually convenient meeting with Human Resources staff to review the nurse's personnel file during normal and regular Human Resources Department hours.

14.2 A prior disciplinary action, corrective measure, or counseling memorandum shall not form the basis for further disciplinary action if eighteen (18) consecutive months elapse from the date of issuance of the action without additional disciplinary action.

## ARTICLE XV – HOURS OF WORK AND OVERTIME

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

15.2 Lunch and Break Periods. The Hospital shall provide bargaining unit employees who work eight (8), ten (10), and twelve (12) hours per shift with one (1) fifteen (15) minute paid break period and one (1) thirty (30) minute unpaid lunch period.

15.3 Posting of Schedules. A six (6) week schedule will be posted fourteen (14) days in advance. When a posted work schedule needs to be changed, the Employer will provide as much notice as practicable. Before making such changes, the Employee shall first seek volunteers and/or attempt to schedule Per Diem employees.

- (a) Full-time employees and part-time employees shall be scheduled up to their FTE status, before offering any hours to per diem nurses or contract nurses.
- (b) Nurses may request to switch schedules with their peers provided such change will not result in overtime payment. Also requests to switch schedules must be approved by the Department Director.

15.4 Self-Scheduling. Departments currently utilizing a self-scheduling process may continue to do so. If the Department Director decides to terminate such procedure, he/she may do so after providing thirty (30) days' notice to the affected nurses. Nothing in this Subsection or Article will prevent the Nurses from requesting self-scheduling or the Hospital from implementing a self-scheduling process in a Department that does not currently self-schedule.

(a) Any departmental self-scheduling process shall provide that the order in which nurses have access to self-scheduling shall be:

- 1 -Regular full-time nurses;
- 2 -Regular part-time nurses;
- 3 -Per diem nurses; and
- 4 -Agency or contract nurses.

15.5 Overtime. Nurses shall be paid overtime for all hours or parts of hours actually worked in excess of forty (40) hours per workweek. There shall be no pyramiding of overtime and/or holiday premium pay.

15.6 Overtime Approval. An employee shall have all overtime approved by his/her Department Manager or designee, prior to working overtime. Where emergency circumstances make prior approval impossible, the employee shall obtain approval as soon thereafter as practicable. Such approval shall not be unreasonably denied.

## ARTICLE XVI – SENIORITY, LAYOFF AND RECALL

16.1 Bargaining Unit Seniority Definition. Bargaining Unit Seniority is defined as the length of time an employee has been continuously employed in any capacity by the Hospital predicated on the most recent date of hire. The seniority rank of nurses hired the same date will be determined by alphabetical order (A-Z) by last name.

16.2 Unit/Department Seniority Definition. Unit/Department Seniority is defined by the length of continuous service as a nurse determined by the last date of transfer or hire within a unit or department.

16.3 Accrual.

- (a) A newly-hired employee's seniority shall commence after the completion of his/her probationary period and shall be retroactive to the date of his/her last hire.
- (b) Seniority shall accrue for a maximum of six (6) months during a layoff provided the employee returns to work immediately following recall.
- (c) Seniority shall accrue for up to a maximum of six (6) months during any approved leave of absence.

16.4 Termination of Seniority. A nurse's seniority shall terminate if the nurse:

- (a) Quits, resigns or otherwise voluntarily terminates;
- (b) Retires;
- (c) Is discharged for just cause;
- (d) Fails to return to work, upon the expiration of a leave of absence, on the day he/she had been scheduled to return;
- (e) Is laid off or is otherwise out of work for any authorized reason for a period of six (6) consecutive months;
- (f) Fails to return to work within five (5) calendar days after he/she received a notice of recall from layoff, from the Hospital; or
- (g) Is absent for two (2) or more consecutive scheduled work days without providing to the Hospital such notice as it requires (amount and type) under Hospital policy and, if applicable, this Agreement, for such an absence.

16.5 Layoff. In the event the Hospital determines to conduct a layoff, the Hospital will attempt to communicate information about the impending layoff at least seven (7)

calendar days in advance of the layoff. In the event the Hospital does not provide such notice, an employee who is actually laid off will receive base pay for scheduled work days within the seven (7) day notice period that are not worked as a result of the shortened notice. Additionally, the Hospital will identify the department, job classification, shift and FTE status where the reduction is to occur and then will apply bargaining unit seniority, as defined in Section 16.1 of this Article, in determining who is to be laid off in that department, job classification, shift and FTE status. When a reduction in staff occurs, employees will be laid off by reverse seniority within the department, job classification, shift and FTE status in the following order, provided (1) any given remaining employee possesses the requisite qualifications and skills to perform the job, and (2) any given remaining employee has not received two (2) written warnings or more severe discipline within the preceding six (6) calendar months:

- (a) Employees who volunteer;
- (b) Probationary Employees;
- (c) Registry/ Agency;
- (d) Per Diem employees; then
- (e) Regular employees.

Probationary employees are not covered by this Article, and thus have no recall rights or privileges under this Agreement if laid off.

16.6 Displacement. A nurse who is given notice of layoff may, within two (2) working days of receiving said notice:

(a) Choose to fill a vacant position for which the employee has the necessary skill, qualifications and ability to perform the work in the position with a normal orientation to the position. (For the purpose of interpreting this Article, normal orientation to the unit and its procedures shall mean a familiarization with the specific chain of command, unit routine and physical layout of the unit, but shall not mean training with respect to the minimum skills and abilities required to competently and efficiently perform the essential duties of the position.) For the purposes of this Section, vacant positions shall include positions available on the 'approved for recruitment' listing pursuant to Article IX - Job Postings; or

(b) Bump the least-senior employee in the same job classification provided the employee has the necessary skill, qualifications and ability to perform the work in the position with a normal orientation to the position. (For the purpose of interpreting this Article, normal orientation to the unit and its procedures shall mean a familiarization with the specific chain of command, unit routine and physical layout of the

unit, but shall not mean training with respect to the minimum skills and abilities required to competently and efficiently perform the essential duties of the position.)

(c) If the employee does not exercise options under 16.6 (a) or (b) of this subsection, the employee will be laid off and placed on the recall list.

16.7 Recall. A laid off nurse shall be placed on a recall list for six (6) months, until he/she is returned to work in any capacity, or until the nurse expresses desire to be removed from the list, whichever occurs first.

## ARTICLE XVII - WAGES AND DIFFERENTIALS

### 17.1 Wages.

(a) Staff Nurses: Effective the payroll period commencing on July 4, 2021, all full time and regular part time Registered Nurses will receive the hourly base wage rates set forth in the table in Attachment 1, reflecting a two percent (2 %) increase in their hourly base wage rate.

1. Upon presentation of completion of achievement of a BSN degree from to the HR Director, the hourly base wage rate of a regular full time or regular part time nurse shall be increased by one dollar (\$1.00) per hour.

(b) During the term of this Agreement, the Hospital shall offer wage rates to new hire nurses that are no less than the minimum rates consistent with the application of the HR Guide incorporated in the Attachment A for the RN's education and years of experience practicing as a licensed registered nurse.

1. Consistent with the application of Attachment A , as indicated therein, new hire minimum rates for nurses who have earned the BSN degree are one dollar (\$1.00) per hour more than new hire rates for nurses who have not earned the BSN degree.

(c) During the term of this Agreement, in the event that the Hospital offers a wage rate to a new hire nurse that exceeds the maximum rates consistent with the application of Attachment A for the new hire nurse's education and years of experience practicing as a licensed registered nurse, if requested by the Union in writing, the Hospital will discuss the said rate with the Union, but the Hospital shall retain sole discretion to determine the rate of pay for such new hire nurse.

(d) Per Diem Nurses. Effective July 4<sup>th</sup>, 2021, Per Diem nurses shall be hired at one of two (2) following Tiers at the rates indicated below:

Tier-I = \$ 42.21 per hour.  
Tier-II = \$ 45.45 per hour.

Tier work requirements are listed in the Hospital's RN Per Diem Program document. The work requirements shall remain the same for the term of this Agreement.

(e) The Parties agree that the wage scale increase adjustments set forth in this Article are not intended to survive or extend beyond the expiration or termination of this Agreement. Upon expiration of this Agreement, the wage ranges shall remain unchanged unless and until ratification of a successor Collective Bargaining Agreement.

#### 17.2 Shift Differentials.

(a) Evening Shift Differential: An evening shift differential of ten percent (10%) will be paid for all hours falling between 3:00 p.m. and 11:00 p.m.; provided the majority of the hours of a nurse's shift falls between 3:00 p.m. and 11:00 p.m.

(b) Night Shift Differential: A night shift differential of fourteen percent (14%) will be paid for all hours falling between 11:00 p.m. and 7:00 a.m.; provided the majority of the hours of a nurse's shift falls between 11:00 p.m. and 7:00 a.m.

17.3 On Call. Nurses assigned to be on call will be paid three dollars (\$3.00) per hour in lieu of their hourly rate of pay for each hour that they are on call.

17.4 Charge Nurse Differential. Nurses assigned to be in charge will receive a pay differential of two dollars (\$2.00) per hour added to their base rate of pay for each hour worked as Charge Nurse.

17.5 Float Differential. Float nurses shall be compensated two dollars (\$2.00) per hour in addition to their regular base rate of pay for each hour worked in the department to which they are floated.

#### 17.6 Market Adjustments.

(a) The Hospital has the right to evaluate each job classification for purposes of determining the need for market pay adjustments and will, at management's discretion, raise the compensation level as determined necessary for those job classifications and/or incumbents. Prior to implementation of the needed market adjustment, management of the Hospital will notify the Union to advise it of the adjustments and the reasons for them.



(b) Adjustments may be based on demonstrated difficulty with recruitment, retention, and regional and national documented shortages of qualified competent personnel. Adjustments may also be considered for job classifications with excessive turnover, prolonged vacancies, and when situations demonstrate an impact to effective operations, staffing, and providing safe patient care.

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

(d) In all cases, an employee wage shall not be reduced.

17.7 Direct Deposit. The Hospital will continue to support direct deposit for employee paychecks.

#### ARTICLE XVIII - BENEFITS

18.1 Coverage. The Hospital agrees to make available to eligible bargaining unit employees, the same as which it provides to its non-bargaining unit employees, Health, Prescription, Dental, Vision, Life Insurance and Long- Term Disability plans, as they may be amended from time to time, subject to the terms and conditions of those Plans. The contribution levels charged to eligible bargaining unit employees for coverage under the Plans will be equal to those paid by non-bargaining unit employees of the Hospital for comparable categories of coverage (i.e. Employee, Only, Family, etc.). In the event of any substantive changes or modification to the benefits mandated by the Patient Protection and Affordable Care Act (PPACA), the Hospital shall give the Union ninety (90) days written notice of the change and will meet and bargain over the effects of such changes prior to the implementation. This includes but is not limited to the wellness program.

18.2 Plan and Premium Changes. The Hospital shall have sole discretion to change or modify the benefits plan design and premium contributions, provided the changes for bargaining unit employees are the same as non-represented employees. The Hospital will provide thirty (30) days' notice to the Union prior to the implementation of such changes and upon request will meet and discuss the impacts of such changes with the Union. The Parties agree that for the term of this Agreement, the employee contribution premiums shall not increase by more than ten percent (10%).

#### Article XIX – Miscellaneous Benefit Time (PTO)

19.1 Benefits. Except as provided in Section 19.2, the terms of the following benefits shall be provided to the employees covered by this Agreement in the same

manner and upon the same terms as the Hospital provides such benefit plans to its non-represented employees:

- (a) Personal Time Off (PTO)
- (b) 401(k)
- (c) Peer Mentorship Program
- (e) Funeral Bereavement Leave
- (f) Tuition Reimbursement

## 19.2 Administration.

(a) Personal Time Off (“PTO”). Benefits-eligible nurses shall accrue PTO hours based on length of service. Accrued hours shall be pro-rated and utilized based on the nurses’ FTE in the same manner and upon the same terms as the Hospital provides such benefit to its non-represented employees, pursuant to Section 19.1 above, except as expressly provided herein.

(b) Priority PTO requests for each calendar year shall be submitted by the nurses into the electronic scheduling or other system determined by the Department Director, by January 31st. Approval of such requests shall be at the sole discretion of the Department Director and approvals shall be the order of the applicable nurse’s department seniority. Vacation request submissions after January 31st, shall be at the sole discretion of the Department Director and approvals shall be on a first come first serve basis.

(c) All vacation request approvals and denials will be in writing. All non-priority vacation requests will be responded to within two (2) weeks of submission.

(d) Where the NJ earned sick leave law provides a benefit beyond what is contained in this agreement, the law shall apply.

(e) Nurses who are using PTO time must advise their supervisor at least two (2) hours prior to the time the employee is scheduled to report for duty, or other department specific policy, whichever is greater. If the department has other call-in requirements, an employee will be responsible for following the policy of his/her department.

(f) Department Directors will post Holiday work assignments for the PTO designated holidays by January 31st each year. In general, nurses will be required to work every third Holiday on a rotating basis.

### 19.3 Professional Development (“PD”) Days

During the term of this Agreement, each regular full time RN shall be entitled to three (3) days (regularly scheduled full shifts) off with pay and each regular part time RN shall be entitled to one day (regularly scheduled shift) for professional development of the RN’s choosing.

- (a) The Hospital shall not be responsible to pay for any fees or tuition associated with the PPD Days.
- (b) The days shall not be eligible for “carry over” or “cash out” at any time.
- (c) To the extent that an RN’s employment by Salem ceases for any reason, the RN shall not be paid for any “accrued and unused” PD days.
- (d) New hire RNs shall not be entitled to any PD Days during their 90-day introductory period.
- (e) PD Days must be requested by submission of an “Employee Activity Request Form” in advance to the RN’s supervisor. To the extent the scheduled day off is denied due to operational needs, the RN and supervisor shall agree upon a mutually acceptable alternate PD Day.

19.4 Benefit Plan/Policy Modifications. The Hospital shall notify the Union and provide copies of any revised plans/policy for the benefits detailed in Section 19.1 at least ten (10) calendar days in advance of its implementation. The Union then may exercise the following options:

- (a) The Union may, within five (5) calendar days after its receipt of said plan/policy, request to meet with the Hospital and to discuss same with the Hospital, in which case the Hospital shall provide one (1) or more dates to the Union that are within five (5) days from its receipt of the Union’s timely request, to meet with the Union to discuss the policy. The Union shall act promptly and diligently with regard to any such “meet and discuss” and under no circumstances shall the “meet and discuss” process be protracted or become excessive, including that the number of meetings held and timing for such meetings shall be limited; and
- (b) Engage in effects bargaining.

## ARTICLE XX – LEAVE OF ABSENCE

20.1 General Leave. Nurses shall be eligible for Leaves of Absences pursuant to the guidelines found in the following policies, and applicable law: Family and Medical Leave Policy E.1; Military Leave Policy E.3; Jury Duty Leave Policy E.5; Bereavement Leave Policy E.6; and Personal Leave Policy E.2.

20.2 Union Leave. Upon request of a nurse and following supervisory approval, one (1) nurse with at least one (1) year of seniority shall be granted an unpaid leave of absence of up to one (1) year if she/he is elected to a full-time position with the Union. The nurse will be required to exhaust all accrued PTO time, then will transition to unpaid status during such leave. If the Nurse elects to return to the Hospital following her/ his union leave, she/he will return to her/his former position, if available, or a vacant/posted comparable position. Comparable is defined as the same shift, number of hours, and clinical specialty.

## ARTICLE XXI - NO STRIKE AND NO LOCKOUT

21.1 During the life of this Agreement or any extension thereof, the Union, its officers, agents, representatives, members and employees agree that they will not collectively, concertedly or individually encourage, direct, authorize, condone, participate in, threaten or sanction any strike (whether it be economic, unfair labor practice, sympathy or otherwise) slow down, walk-out, sit-down, picketing or other stoppage of work, retarding of work or boycott, whether they be of a primary or secondary nature, or any other activities which directly or indirectly interfere with or interrupt the Hospitals' operations or the presentation of its services for any reason, whether employees are on duty or off duty, including the concerted use of sick time or unlawful refusal to work overtime. The Union shall not refuse to cross the picket line of its own Union or another union which is established at the Employer's facilities or any location affiliated with Salem, nor will it engage in any activities which prevent or attempt to prevent the access of any person to the 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 the Hospital 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.

21.2 Nothing in this Article shall prohibit bargaining unit employees from distributing information or other activities, including informational picketing.

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

21.4 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.

21.5 In the event that any Prohibited Activity occurs, the Union and its officers, agents and representatives shall immediately commence (within five (5) hours of a

request by the Hospital) 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:

(a) 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.

(b) Advise the Hospital in writing that the Prohibited Activity by employees has not been call, requested or sanctioned by the Union.

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

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

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

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

(g) During the life of this Agreement or any extension thereof, the Hospital agrees that there shall be no lockouts of employees

## ARTICLE XXII – SUCCESSORS AND SUBCONTRACTING

22.1 In the event an entire operation or any part thereof is taken over by receivership or bankruptcy proceeding, such operation shall continue to be subject to terms and conditions of this Agreement for the life thereof.

22.2 In the event of an acquisition, this Agreement and its terms and conditions shall be binding on all parties including the successor entity for the life thereof.

22.3 The Hospital shall notify the Union within sixty (60) days of any intent to enter into such an agreement and to provide the Union with any and all information sought by the Union for the purpose of adequately representing its member's interests with regard to such proposed agreement.

22.4 Employer retains the right to subcontract any bargaining unit work in the future based on patient area needs. Subcontracting will not result in the laying off

employees in the bargaining unit. This Agreement shall not affect any current subcontracting agreements currently maintained and/or renewal of the same.

### XXIII – SAFETY AND HEALTH

23.1 The Hospital will abide by those applicable Federal and/or State health and safety statutes and regulations by which it is bound and shall take such actions as it determines necessary in order to provide, in accordance with such laws and regulations, for the health and safety of its employees covered by this Agreement.

### ARTICLE XXIV – GRIEVANCE PROCEDURE

24.1 Grievance Definition. A grievance shall be defined as a written claim of a nurse, the Union, or the Hospital during the term of this Agreement, which involves the interpretation of; administration of, or compliance with a specific provision of this Agreement (a “Grievance”). For the purposes of defining “days” in this Article, “business days” shall be the weekdays of Monday through and including Friday, but not including any weekday from Monday through and including Friday on which a Federal holiday is celebrated.

24.2 Expedited Resolution. Prior to the filing of a Grievance, nothing contained in this Article shall prevent any nurse, with or without a Union Representative, from informally and verbally presenting and resolving any matter which otherwise might result in the filing of a Grievance. In the event the matter is not resolved in the manner described in this Section 24.2, the nurse and/or the Union Steward may present a Grievance in accordance with Section 24.4 below.

24.3 Grievance Timeline. All Grievances must be filed in writing, as provided for in Section 24.1, above, within seven (7) business days after the event or events giving rise to the Grievance occurred, or within seven (7) business days after the event or events giving rise to the Grievance reasonably should have been known to the nurse or Union by submitting a written grievance.

24.4 Grievance Steps. Grievances shall be processed in the following manner:

Step 1: Grievances shall be filed by forwarding an E-Mail to the following dedicated E-Mail address: [grievance@SMC.health](mailto:grievance@SMC.health). . A Grievance shall identify, by completion of the Grievance form: 1) the specific provisions of this Agreement claimed to have been violated, 2) the Employer Representatives, if any, or employees involved in the event(s) underlying the Grievance, 3) a description of the claimed violation of the specific provisions of this Agreement, and 4) a description of the specific nature of the relief requested. The Grievance form shall be signed by an authorized Union Representative. A discussion of the Grievance shall be held within seven (7) business days of receipt of the Grievance. For purposes of a discussion of the Grievance, the nurse

may be accompanied by no more than a Union Representative and/or Grievance Chair Representative. A written answer of the Employer Representative or his/her designee shall be made available to the Union Representative within seven (7) business days following the completion of the discussion described in this Step 1.

Step 2: If the Grievance is not mutually resolved in writing in the course of the processing of the Grievance pursuant to Step 1, above, the Grievance next may be presented to the Human Resources Director for discussion with the nurse and Union Representative within seven (7) business days following receipt of the answer provided for in Step 1. The Step 2 discussion shall be held within seven (7) business days following receipt of the Grievance provided for in this Step 2. The Director of Human Resources shall render a decision in writing and provide a copy to the Union Representative within seven (7) business days following completion of the discussion described in this Step 2.

Step 3: If the Grievance is not mutually resolved in writing in the course of the processing of the Grievance pursuant to Step 2 above, the Union may, within twenty-one (21) business days following receipt of the decision provided for in Step 2 above, notify the Employer in writing that the Grievance is being submitted to a neutral arbitrator, as provided for below. The Union's notice will:

- (a) Request arbitration from the American Arbitration Association ("AAA") identifying the Grievance and filing whatever forms are required by the AAA; and
- (b) Request the AAA to send to each party a list of seven (7) proposed arbitrators.

Following receipt of the copy of the list, each party shall alternatively cross off from such list the name(s) of arbitrators not acceptable until one arbitrator remains, who shall be designated to hear and decide the grievance. The parties, by mutual agreement, may also bypass the above procedure and mutually agree on an arbitrator. In all cases, the decision of the arbitrator will be final and binding on all parties.

The arbitrator's jurisdiction shall be exclusively confined to the facts and circumstances giving rise to the Grievance and the issues presented on the face of the Grievance. The arbitrator shall have the authority only to interpret the terms and provisions of this Agreement and shall have no authority to add to, modify or change any of the provisions set forth in this Agreement. Damages, if awarded, shall be reduced by the employee's receipt of unemployment compensation benefits, worker's compensation benefits, earnings from another source, employment or otherwise, and/or failure to mitigate by seeking employment and/or earnings from another source.

The cost and the expense of the arbitrator and the hearing room shall be shared equally by the parties. If either party requests an official transcript, each party will

pay half. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the costs of the other.

24.5 No individual nurse shall have the right to submit a Grievance to arbitration.

24.6 Any Grievance not answered within the specified time periods may be appealed to the next Step of the grievance procedure immediately. Grievances may be entertained at any Step by the mutual consent of the parties in writing. Class action grievances, i.e., those involving three (3) or more employees and involving the same issues and circumstances, shall commence at Step 2. The time limits may be changed at any Step by the mutual consent of the parties in writing.

24.7 Any time limit imposed upon the handling of grievances shall commence on the date of receipt.

24.8 The Union shall provide the Director of Human Resources with written notice of all Union Representatives, grievance advocates, or others who may be involved in the grievance process.

24.9 In the event the Union and/or the nurses fails to adhere to any time limitation set forth in in this Article, the Grievance shall be deemed closed, with prejudice against any re-filing of the Grievance.

24.10 In the event the Hospital files a Grievance, the Grievance must be filed in writing as provided for in Section 24.1 above, by completion of a Grievance form within seven (7) business days after the event or events giving rise to the Grievance occurred, or within seven (7) business days after the event or events giving rise to the Grievance reasonably should have been known to the Hospital.

24.11 The Grievance form shall be signed by an authorized representative of the Hospital and shall be hand-delivered or sent by electronic mail to an authorized representative of the Union. A discussion of the Grievance shall be held within seven (7) business days of receipt of the Grievance. For purposes of a discussion of the Grievance, an authorized representative of the Hospital shall discuss the Grievance with an authorized representative of the Union. A written answer from the Union shall be submitted to the Hospital within seven (7) business days following the completion of the discussion described in this Section 24.11 above. If the Grievance is not mutually resolved in writing in the course of the processing of the Grievance pursuant to this Section 24.11, whether or not a discussion is held, either party shall have the right to submit the Grievance to a neutral arbitrator in the same manner as set forth in "Step 3" of Section 24.4 above.

#### ARTICLE XXV – DISCIPLINE

25.1 Discipline will only be for just cause.



## ARTICLE XXVI – RESIGNATIONS

26.1 Upon resignation of employment, nurses shall provide two (2) calendar weeks advance notice from the date of the notification to the Human Resources Director. The HR Director shall acknowledge receipt of the resignation letter and note the date and time of receipt of the notice. This date shall be the official notice date for the calculating of the two (2) weeks' notice period. Employees providing notice and who have been employed for at least one (1) year shall be paid for accrued and unused vacation time.

## ARTICLE XXVII – CERTIFICATIONS

27.1 The Hospital shall continue its current practice of providing CPR, BLS, ACLS, NRP and PALS for the duration of this Agreement. Nurses required to attend these classes will be paid for all required hours of attendance at their base rate of pay.

## ARTICLE XXVIII – CLINICAL LADDER

28.1 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 XXIX – PRECEPTORSHIP TRAINING

29.1 The Parties agree within one-hundred eight (180) days of the ratification of this Agreement to meet and discuss the possibility of creating a new preceptorship training program and premium differential.

## XXX – SEPARABILITY

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

## ARTICLE XXXI - ENTIRE AGREEMENT

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

both the Union and Employer. There will be no individual agreements made between the Employer and individual members of the Union.

ARTICLE XXXII - DURATION

32.1 This Agreement shall go into effect upon mutual execution of the Agreement by both Parties and shall continue in full force and effect until 11:59PM on May 31<sup>st</sup>, 2022.

[Signatures on following page]

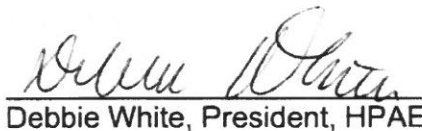
IN WITNESS WHEREOF, the Union and the Hospital have caused this Agreement to be signed by their duly authorized representatives on this 26<sup>th</sup> day of November, 2021.

FOR THE EMPLOYER:

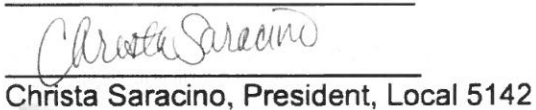


Tammy Torres, DNP, MSN, RN  
Chief Executive Officer

FOR THE UNION:



Debbie White, President, HPAAE



Christa Saracino, President, Local 5142

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Attachment A

27

Registered Nurse w/Associate			Registered Nurse w/BSN	
0 - 2	\$32.55		0 - 2	\$33.60
	\$33.24			\$34.29
3 - 5	\$33.63		3 - 5	\$34.68
	\$34.69			\$35.74
6 - 8	\$35.36		6 - 8	\$36.41
	\$36.74			\$37.79
9 - 10	\$37.42		9 - 10	\$38.47
	\$39.92			\$40.97
10+	\$40.97		10+	\$42.02
	\$42.02			\$43.07
	\$43.81			\$44.86

**Side Letter – Safety and Health**

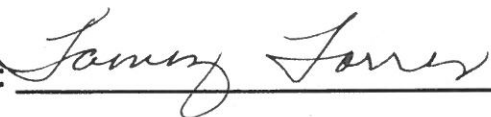
During the negotiations resulting in the collective bargaining agreement effective from June 1, 2020 to May 31, 2022 (this “Agreement”), Salem restated its commitment to continuing to solicit and consider input from the Nurses regarding their health and safety in the same manner as in effect as of the effective date of this Agreement, being the conduct of daily “safety huddle” meetings during which the supervision of the Nursing Department is responsible for discussing with the Management of the Hospital any and all safety and health concerns brought to their attention by the Nurses.”

**Side Letter – Nurse Internship Program**

**NURSE INTERNSHIP PROGRAM:** During the term of the 2021 – 2022 Agreement, the Parties shall continue a good faith discussion of the “Nurse Internship Program” attached to the Hospital’s July 2 Package Proposal with a view toward reaching an agreement upon such a program.

**Accepted and agreed to:**

**Salem County Hospital Corporation**

By: 

**HPAE**

By: 