

Cooper University Health Care

and

Health Professionals & Allied

Employees,

AFT/AFL-CIO

Contract - Registered Nurses

Date: June 1, 2021

Registered Nurses
Collective Bargaining Agreement
Between
Cooper University Health Care
And
Health Professionals & Allied
Employees,
AFT/AFL-CIO

Date: June 1, 2021

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ARTICLE 1. RECOGNITION

Cooper University Hospital (the “Medical Center”) hereby recognizes the Union as the exclusive collective bargaining agent pursuant to the Certification of the National Labor Relations Board, Fourth Region, dated October 8, 1999 (4-RC-19703) for a bargaining unit composed of all Registered Full -Time and Part -Time Nurses including Limited Time Nurses and Pool Nurses at 1 Cooper Plaza, Camden, New Jersey, and all Registered Full -Time, Part -Time and Limited Time and Pool Nurses at 3 Cooper Plaza, Voorhees Center (Main Street & Centennial Boulevard), the Cooper Digestive Health Institute at 501 Fellowship Road, Mount Laurel, Cooper Cancer Institute, MD Anderson Cancer Center at Cooper at Two Cooper Plaza, Camden, NJ and Cooper Gastroenterology at 218 C Sunset Road, Willingboro, but excluding all Nurses at: E & R Building at Camden, New Jersey and Certified Registered Nurse Anesthetists, Utilization Review Managers, Information Technology Nurses, Clinical Nurse Specialists, Advance Nurse Practitioners, Discharge Planners, Nurse Educators, Research Nurses, Medical Records Nurses, Directors, Clinical Directors, Assistant Clinical Directors, Research Nurses at E & R Building, and all Registered Nurses employed by the Employer at its Haddonfield, Cherry Hill, Marlton, Runnemede, Haddon Heights, Pennsville, Gloucester City, Absecon and Pennsauken, New Jersey offices, and all guards and all other supervisors, managers, as defined in the Act, and all other employees.

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

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

ARTICLE 2. UNION STATUS & CHECKOFF

2.1 Union Membership To the extent not inconsistent with the law, employees covered by this Agreement at the time it becomes effective who are members of the Union at the time shall be required, as a condition of continued employment, to continue membership in the Union for the duration of this Agreement.

Employees covered by this Agreement who are not members of the Union at the time this Agreement becomes effective, and employees hired, rehired, reinstated or transferred into a bargaining unit position after the effective date of this Agreement shall be required, to the extent not inconsistent with the law, to either:

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

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

Employees who choose Beck objector status who pay the designated fees as required by Beck shall be deemed to meet this condition.

2.2 Dues. Employees who are required to tender periodic dues and initiation fees (uniformly required as a condition of acquiring or retaining membership in the Union) or Beck representation fees, pursuant to Section 2.1 above and fail to do so shall not be retained in a bargaining unit position by the Medical Center. No employee shall be terminated from a bargaining unit position,

however, unless he/she has failed to tender delinquent dues and initiation fees within fifteen (15) days after written notice from the Union of such delinquency and the Medical Center is advised of such failure in a request for removal of the employee from the bargaining unit position. The Employer shall not be responsible for any liabilities or damages related to action taken under this Article.

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

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

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

2.6 The Medical Center shall be relieved of making such check off deductions upon (a) termination of employment, (b) transfer out of the bargaining unit, (c) an agreed unpaid leave of absence, or (d) revocation of the check off authorization in applicable law. . When an employee

transfers back into the bargaining unit within ninety (90) days of leaving the bargaining unit, no new dues deduction or initiation fee form will be required to be signed by the employee in order for dues and initiation fees to be deducted

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

ARTICLE 3. INFORMATION

On or about the 15th of each month, the Medical Center shall electronically send the union staff representative and the identified HPAE Administrative staff person the name, address, phone number, and status arranged by cost center in alphabetical order beginning with the last name first of the bargaining unit nurses. At the same time, in separate reports the Medical Center shall electronically send the union staff representative name, Employee ID number, address, telephone number changes, transfers in/out of the bargaining unit, retirement status (when applicable), and the pending list.

Semi Annually, on February 1st for months July 1 to December 31st and August 1st for months January 1 to June 30th, the Medical Center shall provide the Union with an alphabetical listing of all bargaining unit employees, indicating unit, classification, address, phone number, and Employee ID number. Such list shall be provided electronically. In addition, the Medical Center shall provide (2) seniority lists, one containing names and dates of hire in descending bargaining unit seniority order, and the other by unit or departmental seniority order and provide name and or address changes for those employees who have so notified Medical Center.

Cooper also agrees to produce the daily staffing sheets on Monday and Fridays.

ARTICLE 4. UNION PRIVILEGES & UNION BUSINESS

4.1 Recognition of Local Union Representatives and Local Union Officers

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

4.2 Pay for Union and Grievance Business

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

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

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

unreasonably denied. An intentional failure to follow this procedure may result in future loss of access to the premises of the Cooper Health System.

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

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

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

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

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

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

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

ARTICLE 5. EMPLOYEE STATUS

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

5.2 Regular Full Time Definition (FT)

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

5.3 Regular Part Time Definition (PT)

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

5.4 Regular Limited-Time Definition (LT)

A regular limited time hourly employee is one who is a non-Pool employee who is regularly employed to work fewer than twenty (20) hours per week but more than thirty five (35) hours in a six week schedule. Regular limited time employees shall be eligible for statutory benefits (ex. Pension, TSA) and shall be eligible to accrue PTO based on actual hours worked, but shall not be entitled to receive any other benefits listed in this Agreement.

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

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

5.5 Covered Pool Nurse Definition

A covered Pool Nurse is one who is an unscheduled Pool nurse and who is engaged with no minimum guarantee of hours on an as needed and where needed basis by the Medical Center and whose hours worked conform with eligibility requirements noted in the Recognition Article of the Agreement. Pool Nurses are non-benefit status employees. Pool nurses may participate in the Professional Ladder Program if they work one thousand (1000) hours in the previous twelve (12) months from the application for the Professional Ladder Program.

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

5.6 Baylor Nurse Definition

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

5.7 Float Nurse

A Float Nurse falls under the Employee Status of 5.2 and 5.3 Regular Full Time and Regular Part Time. The float nurse is not eligible on the wage step scale and will not receive float pay. Float Nurses follow regular full time requirements for vacation scheduling and weekend requirements.

Unit Seniority: The float nurses' unit shall be Logistics. The float nurse(s) will report and will be given their assignment by the Logistics Department.

ARTICLE 6. PROBATIONARY PERIOD

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

ARTICLE 7. HOURS OF WORK AND STAFF SCHEDULES

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

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

7.2 Lunch and Break Periods

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

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

7.3 Schedules

Schedules will be posted for required work shifts twenty (20) days (Monday) before the start of the next six (6) week schedule. Such schedule shall be maintained until it is superseded by a new unit schedule. Posted schedules will not be changed without the mutual consent of the Registered Nurse and the Clinical Director.

The following scheduling process shall be used for electronic scheduling. The staff shall produce a completed mock-up-staffing schedule (defined as the specifics of the unit's criteria), which includes the skill mix complement required by the unit. In the event that gaps remain in the schedule, management shall make the necessary adjustments to the schedule to insure the proper skill mix and assignment of staff. The Clinical Director will supervise the development of the mock-up schedule so that weekend requirements, holiday and vacation schedules will be equitably assigned.

(1) Scheduling Procedure

- A. Schedule shall open 10 weeks prior to schedule start date in ESS.
- B. Base Hours Self Scheduling Process. Self-scheduling will occur on units that currently utilize self scheduling and those where at least 75% desire to self-schedule.

1. Week 1 & 2: Regular FT, PT, Baylor, Float, and LT staff shall schedule base hours (input phase), including weekend requirements, during their assigned weeks, in accordance with the schedule below.
 2. Week 3 & 4: Scheduler creates a mock schedule and will post a written copy to the unit to allow the FT, PT and LT staff to balance base hours. The staff and scheduler shall adjust and balance the schedule to ensure the proper skill mix and assignment of staff. The scheduler ensures the schedule is loaded into the ESS at the end of week 4 after the schedule opens.
- C. At the end of week 5, the Clinical Director moves staff to further balance the schedule based on competencies and staffing needs.
- D. Week 6: UBP, House pool, and Retiree Pool Scheduling
1. Once scheduler balances, submits to CD and all balancing moves have been made by CD, the CD or designee will email the group of UBP, House Pool, and Retiree Pool the availability list for them to sign up for their base hours ensuring proper skill mix and assignment of staff. UBP, House Pool, and Retiree Pool will have one week to submit base required shifts. UBP, House Pool, and Retiree Pool staffing is not to exceed the number of nurses required per shift unless approved by the CD.
 2. At the beginning of week 7, the CD will finalize and post schedule of base hours.
- E. During Week 7:
1. Additional time (non-overtime) will be assigned to FT, PT and LT based on bargaining unit seniority (on that unit first) on a rotating basis (for each schedule) by the unit director after other factors, such as skill mix, shift duration, and unit needs are considered.

2. Any remaining additional time (non-overtime) will be assigned to UBP by bargaining unit seniority on a rotating basis per schedule.
3. Voluntary Overtime –Pre-Schedule Overtime will be assigned based on bargaining unit seniority to FT, PT and LT staff first (on that unit first) on a rotating basis (for each schedule) by the unit director after other factors, such as skill mix, shift duration, and unit needs are considered. Any remaining OT hours may be offered to UBP by bargaining unit seniority on a rotating basis per schedule. All overtime is subject to cancellation by Cooper.

F. At the beginning of Week 8, the schedule shall be posted via ESS (3 weeks prior to schedule start date). Staff is responsible to check schedule via ESS. Nurses can make schedule changes of equal time and competency in same pay week to be via ESS with the exception of holidays. Holiday changes must be approved by CD in writing/email during the scheduling period.

G. Remaining staffing Needs-POST Schedule Overtime

1. Staff may submit their availability to work post schedule overtime to their unit director. The staff availability will be maintained on a post schedule OT needs list.
 - a. If post schedule overtime need to be assigned, it will be based on bargaining unit seniority. Any additional open shifts will be offered to UBP then hospital pool by bargaining unit seniority.
 - b. All overtime is subject to cancellation and not guaranteed.
 - c. No agency time will be scheduled until all available time, considering skill mix, shift duration, and unit needs have been accepted.
2. RNs who are available for additional hours or OT but were not assigned to their available shifts on their unit may submit their availability to the

staffing office in writing to cooperstaffing@cooperhealth.edu. Such additional hours and OT will be assigned based on bargaining unit seniority for FT, PT, LT and Float first. Additional open shifts will be offered to UBP and House Pool.

- H. Nurses returning from Medical or Family Leave of Absence will have their base hours placed in the current schedule. The shifts will be placed on the schedule, within reason, where shifts are needed. Additional or overtime requests will be placed on the availability list.
- I. Units that do procedures Monday-Friday will do their own follow up phone calls on weekends (Saturday and Sunday). Sign up for weekend call will be done: volunteers first followed by reversed order of bargaining unit seniority, including unit based pool.
- J. Issues raised for clarification that do not rise to the level of a grievance related to this Article will be referred to Labor Management or the CNO for collaborative discussion and mutual agreement.
- K. A staff member who cancels themselves two (2) or more times in a schedule (regardless of when cancellation occurs) will not be permitted to sign up for additional or overtime in the next schedule.

(2) Effective the schedule starting October 1, 2017, based on average daily census, the Medical Center shall open slots in the scheduling system to meet a 1:5 staffing ratio for K8 and K10 (Med/Surg/Tel patients). This shall not require the Medical Center to staff to 1:4. Effective June 1, 2019, a third unit may be identified by the Staffing Committee and may be approved by the CNO to open shifts in the scheduling system to meet a 1:5 staffing ratio on a Medical Surgical, Telemetry or Oncology unit.

7.4 Overtime

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

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

Employees will not be forced to work in excess of a predetermined and regularly scheduled daily work shift, not exceeding forty (40) hours per week, except in unforeseeable emergent circumstances. The employer will exhaust all reasonable efforts to avoid mandatory overtime, which will be used as a last resort. Reasonable efforts include contacting employees to volunteer, pool, then agency nurses. Except as otherwise provided in Article 7.7, management shall tell the employee they are mandated.

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

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

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

If an employee is required to work four (4) hours or more of such additional time and is scheduled to work the next calendar day, such employee may be afforded by the Medical Center

the option, subject to patient care needs, to take the next day off with or without the use of their PTO time.

When an employee is mandated to stay the following process will be followed: A list will be maintained based on reverse order of bargaining unit seniority on a rotating basis. This list will capture the date and number of hours mandated, and will clear every January 2nd.

7.5 Weekend Rotation

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

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

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

- 1) Volunteers shall be sought.
- 2) Pool staff.
- 3) For weekend requirements caused due to open budgeted deliberately unapproved vacant positions, the Medical Center shall seek agency staff, prior to rotating regular staff in reverse order of bargaining unit seniority.

- 4) In the event that required staffing levels cannot be accomplished using the above, the Medical Center shall assign regular employees on a rotating basis in reverse order of bargaining unit seniority to work such additional shifts required to meet the immediate, emergent or urgent patient care needs.

Employees who are scheduled to work a specific weekend and who are absent because of a call out are subject, based on staffing and patient care needs, to being required to make up the missed weekend shift. Such make up shift, if required by staffing and patient care needs, shall be by mutual consent but if such consent is not obtained may be assigned by the Medical Center anytime during the next two schedules.

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

7.6 Holiday Schedules/Pay

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

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

PREMIUM HOLIDAY SCHEDULE/PAY

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

and

Shall also be scheduled to work:

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

In the OR and PACU, Track A will be Christmas Eve Night and New Years Eve Night.

Christmas Eve and New Years Eve days shall be scheduled in accordance with Article 7.

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

All bargaining unit employees with twenty (20) to twenty-nine (29) years of service will work one (1) summer and two (2) winter holidays, which the nurse shall choose annually by January 15th. All employees with thirty (30) years of service and greater will work no holidays. If greater than 50% of the employees on a specific unit on a specific shift or department have thirty (30) or more years of service, the thirty (30) year employee will, in reverse order of seniority, be required to work one (1) summer or one (1) winter holiday based on the staffing needs of the unit.

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

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

All part-time bargaining unit nurses’ will be scheduled to work one holiday from Track A (only one eve) and one holiday from Track B (only one day) and shall work one (1) day from Track C or D. Tracks shall be rotated annually. In the event that a particular unit is not

adequately staffed for a particular holiday prior to the schedule being posted, part-time bargaining unit employees may be required to work one additional holiday per year within the assigned track for that year. Prior to the above: pool nurses will be sought, part-time bargaining unit RN volunteers will be sought, then the least senior part-time bargaining unit RN will work one additional holiday within their assigned track per year on a rotating seniority basis.

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

Full Time Float RNs will be required to work 2 winter and 2 summer hallmark holidays and Part Time will be required to work 2 winter and 1 summer hallmark holidays as defined in Article 9.4. Float Nurses(s) shall submit their preference for their Hallmark Holidays between January 16 and January 31 annually and upon hire/transfer. Based upon the nurses' preference and staffing needs, the Director shall assign hallmark holidays based on unit seniority on a rotating basis. Float nurses who neglect to submit a preference will be assigned hallmark holidays based on patient care needs.

If an employee is absent on their scheduled work shift the day before and/or the scheduled shift after a paid holiday, the employee will receive regular pay for that holiday and is not entitled to holiday pay. However the employee will receive PTU pay for the callout/absence.

With the mutual consent of the Clinical Director, employees may alter their holiday schedule by mutually agreeable switches (i.e. holiday for another work day) with other bargaining unit employees, providing that the unit's skill mix is maintained, the scheduled number of Registered Nurses remains the same and patient care needs are met. The holiday requirement of the employee requesting the switch (who switched off the holiday) will be fulfilled and will count as receiving the holiday off for purposes of the holiday rotation list (and the nurse drops to the bottom of the list).

When switching a holiday for a holiday, nurses shall forego being granted low census PTO or any other opportunity to be moved off the holiday unless no other employees in the clinical unit

desires PTO that holiday shift and the holiday for holiday switch will not count as the holiday off on the holiday rotation list.

Based on scheduling needs during the holiday week but before the holiday, the CD shall ask for volunteers to be reassigned from the holiday to an alternative day for that week. If there are more volunteers than needed, it will be granted by unit seniority on a rotating basis. The holiday commitment will be met for those RNs that have been placed on an alternate day and will count as receiving a holiday off for purposes of the holiday rotation list.

When additional time off on a holiday may be granted to a scheduled Bargaining Unit employee, the time off will be given based on unit seniority on a rotating basis and will count as receiving a holiday off for purposes of the holiday rotation list. The holiday requirement of the employee granted additional time off will be fulfilled. For those areas/departments who utilize a holiday rotation list showing who should be granted off, the list will clear every January 2.

The "Track" scheduling set forth in this Article shall take precedence over all scheduling, including weekends, vacations, etc. For example, if an employee is assigned to work pursuant to this Article, he/she must work even though he/she would otherwise be scheduled off because of vacation or the weekend assignment schedule. Part Time employees shall also be subject to the above holiday scheduling.

If an employee does not work when assigned pursuant to this Article, due to call out, the employee may be scheduled to replace the absented holiday within a calendar year based on staffing needs as deemed necessary by the Clinical Director. Such scheduling will be subject to the patient care needs.

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

7.7 Procedural Stays

Effective September 1, 2021 procedural units/departments where late stay is required, a two (2) hour block will be posted on the unit/department needs list when the needs are identified during the work day.

Procedural areas:

Operating Room
Voorhees Surgery Center
PACU
CCL/EP/S4 Pre&Post
Special Tests
Interventional Radiology (IR)

Employees who volunteer to finish a case beyond their end of shift and stay to complete the case for more than 30 minutes shall be eligible for a minimum two (2) hours pay.

ARTICLE 8. WORK PREFERENCE

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

ARTICLE 9. POOL NURSES

9.1 Level One Pool Work Requirements: Nurses shall work at least two (2) weekend shifts per six week schedule and one (1) other shift per 6 week schedule. In addition, two (2) holiday shifts per year (one winter and one summer). Weekend shifts are defined as one Friday/one Saturday or one Saturday/one Sunday for night shift and one Saturday/one Sunday for day shift. Nurses must schedule themselves for the full shift, as assigned, in order to meet these work requirements.

9.2 Level Two Pool Work Requirements: Nurses shall work at least three (3) weekend shifts per six (6) week schedule, and six other shifts per six (6) week schedule, which must include

four(4) holiday shifts per year (two (2) winter and two (2) summer). Weekend shifts are defined as Friday/Saturday or Saturday/Sunday for night shift and Saturday/Sunday for the day shift; the 3rd weekend shift can be the RNs choice. Nurses must schedule themselves for the full shift, as assigned, in order to meet these work requirements.

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

9.4 Pool Holiday Schedules:

Pool nurses, including UBP, shall submit their work preference for a holiday listed in each Track upon hire/transfer and annually between January 16 – January 31st thereafter, from the list of available shifts. Based upon the nurse’s preference and staffing needs, the Manager shall assign a holiday based on unit seniority on a rotating basis. Pool, including UBP, Nurses who are absent for their assigned track shall be scheduled for the next holiday or Hallmark Day as needed by the Medical Center. If a Pool employee, including UBP, is cancelled on a holiday then their holiday requirement shall be considered fulfilled.

Winter Christmas Day (12/25) New Year’s Day (1/1) Thanksgiving Day Day after Thanksgiving* “Hallmark Days” Super bowl Sunday * Valentine’s Day * Halloween * * not premium pay	Summer Memorial Day Independence Day Labor Day “Hallmark Days” Easter Sunday * Mother’s Day * Father’s Day *
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9.5 Meeting Work Requirements: Pool Nurses are expected to fulfill their work requirements, as noted in this Article. The progressive discipline policy may be followed when the Pool requirements are not met.

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

9.7 Retiree Pool Nurses who are at least sixty (60) years of age and have fifteen (15) years of service as a Cooper registered nurse will be eligible to participate in a retiree pool as a bargaining

unit employee. The Retiree Pool Nurse will be permitted to work in one specified area. The retiree pool nurse and Clinical Director will determine the area based on clinical competencies. There will be no weekend or holiday requirement. The hours requested will be at the discretion of the employee and may be in increments of four (4), six (6), eight (8), ten (10), or twelve (12) hours. Hours actually worked will be dependent upon patient care and unit staffing needs. There will be no floating requirement. The Level One (1) pool rate will apply.

9.8 Unit-Based Pool

Unit-based Pool are unit-based positions and shall follow the time, weekend, and holiday pool process per Articles 9.1, 9.2, except as provided in Article 7.5 and other applicable sections to be reconciled.

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

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

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

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

9.9 Weekend Unit-Based Pool – Level III

Weekend unit-based pool nurses will work four (4) weekends plus one (1) additional weekend shift per six (6) week schedule (defined as two (2) 12 hour shifts from 7pm Friday to 7am Monday) as determined by patient care and unit staffing needs. The additional weekend shift will be the nurse's choice. The routine process for requesting time off applies. The weekend unit-based pool nurse will work the holiday that falls on his/her weekend to work. Weekend unit-based pool nurses will be subject to floating as per Article 11, which includes Article 11.5 but will not be eligible for float pay.

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

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

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

9.10 Weekend Division Based Baylor

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

Baylor nurses may take two (2) weekends or four (4) twelve (12) hour shifts off every six (6) months. The process for requesting time off will be to submit either a vacation request as indicated in Article 19, Vacation Scheduling, or the Kronos Time Line to their Sheppard manager. Federal and State law will guide FMLA, workers compensation and pension issues.

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

Baylor nurses are permitted two (2) call outs within a twelve (12) month floating period. The third (3rd) call out may result in suspension (2 days) (one call out occurrence equals 1 or 2 shifts in one weekend). The fourth (4) call out may result in termination of employment. This applies only

when Baylor nurses are working the required weekend shifts. When Baylor nurses work over and above their regular required weekend shifts, any callouts will be subject to the call out/absenteeism process outlined in Article 13.

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

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

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

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

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

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

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

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

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

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

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

9.11 Departmental/Unit Based Pool

Departmental/Unit Based Pool (excluding House Pool) in locations not open 365 days per year. This shall include locations with Pool not located at One Cooper Plaza, plus these locations at One Cooper Plaza: SCU/SPU/PAT, Special Tests, CCL, EP, S4 Pre&Post, IR, and Radiology.

Level 1 Nurses shall work at least three (3) shifts per six (6) week schedule, two (2) of which will be Monday(s) and/or Friday(s) if needed based on the needs list, and two (2) holiday/hallmark

shifts, which includes the day before and the day after the holiday, per year (one (1) winter and one (1) summer).

Level II Nurses shall work at least nine (9) shifts per six (6) week schedule, three (3) of which will be Monday(s) and/or Friday(s) if needed based on the needs list, and four (4) holiday/hallmark shifts, which includes the day before or the day after the holiday, per year (two (2) winter and two (2) summer).

Department/UBP shall submit their work preference for a holiday/Hallmark upon hire/transfer and annually between January 16 – January 31 from the list of available shifts. Based upon the nurses' preference and staffing needs, the Manager shall assign a holiday/Hallmark, including the day before or the day after the holiday based on Unit Seniority on a rotating basis. Pool, including UBP nurses who are absent for their assigned track shall be scheduled for the next Holiday/Hallmark as needed. If the nurse is cancelled then their requirement shall be considered fulfilled.

ARTICLE 10. SHIFT DIFFERENTIAL AND CHARGE

10.1 Employees shall be paid the following shift differential:

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

Employees, based on staffing requirements and patient care needs may, as appropriate, be temporarily scheduled to rotate to an off-shift and be compensated as noted above. Prior to invoking such rotation, volunteers shall be sought first, Pool employees must

then be requested to work, then staff shall be rotated by reverse bargaining unit seniority.

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

10.2 Employees will not be assigned charge when they are precepting.

10.3 Minimum preparation guidelines for the Unit Charge Nurse:

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

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

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

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

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

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

ARTICLE 11. FLOATING

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

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

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

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

This shall be effective January 1, 2022.

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

<u>Unit</u>	<u>Floats to:</u>
Medical Surgical (K10 (N/S), K9 (N/S), K8 (N/S), K7 (N), P5, P6, P7, P8, P9, CDU)	Medical Surgical, Psych (S5)**, Medical Surgical ED Holds, Medical Surgical PACU Holds
Adult Intermediate Stepdown (TSDU, INCU, P8I ⁺ , P6I ⁺ , Neuro Science Unit ⁺)	Adult Intermediate Stepdown, Intermediate ED Holds, Intermediate PACU Holds, Neuro Science Unit ⁺
Critical Care Adult (ICU, CCU, TSICU*, Neuro Science Unit* ⁺)	Critical Care Adult, Critical Care ED Holds, Critical Care PACU Holds, INCU (ICU/CCU only), TSDU (TSICU* only)
CCL (CCL, EP, S4 Pre/Post)	Radiology, IR, Special Tests (Pre/Post)
OR	Surgery Center
Surgery Center	Radiology, SCU/SPU/PAT, OR, Special Tests, Mt. Laurel, Willingboro
MFCU (MICU)	LD*, MIU
MIU***	MFCU
PICU*	PEDS/PIMU & NICU, MIU, see Article 11.1)
L&D*/***	MFCU***, MIU
PEDS/PIMU	PICU (see Article 11.1), NICU, MIU (see Article 11.1)
NICU	PEDS/PIMU, PICU less than 1 year of age - (see Article 11.1 for greater than 1 year of age), MIU (see Article 11.1)

PACU/OR Holding	PACU/OR Holding, Surgery Center, SCU/SPU/PAT
Radiology	Special Tests, Surgery Center, CCL, SCU/SPU/PAT
IR	Special Tests, CCL, Radiology
SCU/SPU/PAT	Radiology, Special Tests, Surgery Center, OR Holding ⁺
Special Tests	SCU/SPU/PAT, Radiology, Surgery Center, Mt. Laurel, Willingboro
Mt. Laurel	Special Tests, SCU/SPU/PAT, Surgery Center, Radiology, Willingboro
Willingboro	Mt. Laurel, Surgery Center, SCU/SPU/PAT, Special Tests, Radiology
ED	No Float
MDA Cooper Clinical Practice	MDA Clinical Practice Camden/Voorhees
MDA Cooper Infusion	MDA Infusion Camden/Voorhees
MDA Cooper Radiation Oncology	MDA Radiation Oncology Camden/Voorhees
MDA Cooper Triage Camden	No Float
RN Float	<ul style="list-style-type: none"> • Medical Surgical Float (P5, P6, P7, P8, P9, K7 (N), K8, K9, K10, Neuro Science Unit⁺, ED/PACU for Medical Surgical Holds) • Critical Care Float (ICU, CCU, TSICU, INCU, Neuro Science Unit, TSDU, and ED/PACU for Critical Care Holds) • Children's Regional Hospital (Peds, PICU, NICU, MIU for baby assignment)

- *TSICU, L&D, Neuro Science Unit, and PICU pull back in emergent situations.
- **As per Articles 11.6 and 11.3, Psychiatric nurses may be reassigned to another area to serve as a helper.
- ***RNs who were bargaining unit members and notified their nurse manager by April 10, 2004 may choose not to accept an assignment that includes GYN patients. Nurses who have done so

will be subject to the low census PTO process when there is a need for a nurse to care for GYN patients.

- *Nurses will be floated based on competencies required for assignment (i.e. respiratory competencies, telemetry, etc.)
- If any area opens during this contract, bargaining will occur to place the area in the appropriate float district(s).
- Appropriate competencies required for assignments are determined by the medical center in all cases above.

11.3 (Re) Assignment Guidelines

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

When a bargaining unit RN is brought in after mandated off the first four (4) hours and there is a need for the RN to float outside their unit, the float rotation list shall be used.

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

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

Note: Nurses may volunteer to float outside of their float district on a shift to shift basis.

- 2) Orientees shall not be subject to floating.
- 3) Nurses who have transferred and are on orientation may be involuntarily floated to their previous unit up to 2 times during orientation. If floated during this time, orientation will be extended for the number of hours of float time.
- 4) Nurses will not be required to float for three (3) months after completion of orientation.

Nurses who are required to float may be required to be oriented to determine qualifications.

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

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

11.5 A FT/PT/LT nurse who has fifteen years or greater seniority at the Medical Center as an RN shall not float unless all nurses on a particular unit on a particular shift would not be required to float, in which case the least senior nurses(s) shall float on a rotating basis in reverse order of seniority.

When an RN with Fifteen (15) years or greater seniority works overtime or additional time outside of their unit the no float language is not applicable.

11.6 Low Census/Over Staffing

In the event that, after all options for reassignment have been exhausted as per article 11.2 and 11.3, available staff exceeds patient care needs, staff will be canceled as follows:

1. Agency
2. Traveler
3. Pool OT by reverse order of bargaining unit seniority.
4. UBP OT by reverse order of bargaining unit seniority.

5. Baylor OT by reverse order of bargaining unit seniority.
6. Float RN OT by reverse order of bargaining unit seniority.
7. Staff OT by reverse order of bargaining unit seniority, on that unit first.
8. Volunteer PTO who has made their wish known by bargaining unit seniority (must have PTO available to cover shift).
9. Additional time (pool, UBP, Baylor then Float RN) by reverse order of bargaining unit seniority.
10. Weekends:
 - Level 1 and Retiree Pool by reverse order of bargaining unit seniority
 - Level 2 Pool by reverse order of bargaining unit seniority
 - Unit Base Pool by reverse order of bargaining unit seniority
 - Weekend – Unit-Based Pool-Level III by reverse order of bargaining unit seniority
11. Weekdays:
 - Level 1 and Retiree Pool by reverse order of bargaining unit seniority
 - Level 2 Pool by reverse order of bargaining unit seniority
 - Unit-Based Pool by reverse order of bargaining unit seniority
12. Staff additional time by reverse order of bargaining unit seniority, on that unit first.
13. Volunteers without PTO by bargaining unit seniority.
14. Mandate the least senior nurse on a rotating basis by bargaining unit seniority per the unit mandation list.

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

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

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

Hospital seniority 6/15/15

Employee ID number 121212 vs. 121213 (cancelled)

For mandating time off the Float RN bargaining unit seniority will be used to reflect their seniority within the unit that the Float RN is currently working. When two or more RN's have the same bargaining unit seniority in a listed category, then hospital seniority will be assessed and canceled in reverse order of seniority. If seniority remains identical, then the RN who has the highest employee number will be cancelled first). i.e.: Bargaining unit seniority 6/15/15 Hospital seniority 6/15/15 Employee ID number 121212 vs 121213 (cancelled). In the event no floats are needed on any of the assigned units and mandation is necessary, bargaining unit seniority will be used.

Note: When an RN is floated and Low Census/Over Staffing occurs during the shift, the floated RN shall be returned to their home unit. When low census/over staffing occurs during the shift, PTO or time off without pay (per individual request) will be offered by bargaining unit seniority. Mandating PTO or time off without pay (per individual request) for low census/overstaffing during the shift will be determined by reverse order of bargaining unit seniority.

11.7 Mandation Guidelines

When mandation must occur per article 11.6 #14 the following guidelines will be followed:

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

- (1) Article 11.6 #14 will not be used on Summer or Winter Holidays until all nurses in order of bargaining unit seniority are offered the shift off with or without PTO. Mandated holiday shifts (Article 11.6 #14) will not count as a holiday shift off.
- (2) Nurses that have greater than 30 hours mandated in a calendar year, shall be permitted to take preapproved vacation time even if they do not have enough PTO time (can be unpaid) equal to the amount of hours that were mandated off per calendar year.
- (3) Nurses that have greater than 30 hours mandated in a calendar year, may elect not to take previously scheduled vacation time. Their base hour shifts will be placed back on the schedule, within reason, where shifts are needed. If overstaffing results, refer to Articles 11.3 or 11.6 as necessary. Additional or overtime requests will be placed on the post schedule availability list.
- (4) Mandatory cancelled hours will not count against the full time, part time, limited part time, or Baylor nurse acquiring 1,000 worked hours for the purpose of the professional ladder or tuition reimbursement and eligibility for FMLA.
- (5) Nurses who are out on FMLA or are in the orientation process will be given credit for the number of shifts that have been mandated off equal to the nurse with the closest seniority in their unit.
- (6) Additional, overtime and pool hours that are available: When a nurse has been mandated off for an entire shift, they may make themselves available to pick up an additional, overtime and pool shift on their unit. Management will facilitate and coordinate this time to ensure that the unit remains covered. Keeping the unit covered is the priority while trying to accommodate the make up of the mandated shift off. Seniority will prevail if more than one person wants to make up the shift.

(7) When an RN is mandated off and the need arises on that unit for staff, the RN who was mandated off will be the first nurse called and offered hours. The nurses may refuse the hours without consequence.

ARTICLE 12. LEAVES OF ABSENCE

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

12.2 Union Leave

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

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

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

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

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

ARTICLE 13 CALL-OUT

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

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

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

Below is the guideline for the kind of absence pattern which will lead to management counseling. However, management should counsel when a trend is noted, regardless of the number of absences.

Example: every Friday or the shift before or after a Premium Pay Day.

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

All management action thereafter will follow the established progression.

Excessive call-outs shall be disciplined as follows:

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

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

It is agreed that the rights and benefits in this agreement with respect to paid time off, call outs and cancelations as provided in Article 13.1 are more favorable to nurses than those required by the Earned Sick Leave Law and therefore the provisions of the ESLL shall not apply to this agreement. However, in the event of a dispute the provision that provides the greater benefit shall apply. The parties agree to meet and discuss during regular scheduled Labor Management meetings any issues around the provision.

13.2 Nurses may have their shift(s) cancelled one and a half (1-1/2) hours prior to the start of the shift. If less than one and a half (1-1/2) hours notice is given, the Nurse will receive two (2) hours of pay. This does not apply when two (2) attempts to reach the Nurse have been made. Nurses who absent themselves must notify the Staffing Office at least three (3) hours prior to their scheduled shift (day) and three (3) for the evening and night shifts(s).

Cooper University Health Care has the discretion in lieu of canceling a full shift to cancel only the initial four (4) hours of the shift. In this case, the Nurse shall report to work four (4) hours later than the start of the shift.

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

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

- a. Failure to call-in, regardless of the reason;
- b. Absence exceeding time requested or approved;
- c. Excessive amounts of lateness;
- d. Evidence of three (3) or more of patterned absences for disciplinary purposes and the threshold of discipline will be determined by the Medical Center. The Medical Center will evaluate patterns based on a rolling calendar year.
- e. Progressive discipline will be applied to a pattern that includes:

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

ARTICLE 14. JURY DUTY

The Medical Center agrees to compensate employees required to serve as jurors (petit or grand). Employees shall be paid the difference between what the Court pays and the employee's regular base pay. Employees are required to give at least two (2) weeks' notice to their Clinical Director of the initial summons for Jury Duty and will be paid for actual jury service (if proper notice is given) on regularly scheduled workdays only. If employee is not required to report to Jury Duty, the nurse will contact the Clinical Director and report to work.

ARTICLE 15. SENIORITY, LAYOFF, RECALL & JOB POSTING

15.1 Definition

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

employed prior to June 1, 2000 shall compute their seniority based upon their date of hire within the Medical Center.

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

3) An employee who, after transfer or promotion out of the bargaining unit, remains in the continuous employ of the Medical Center may be returned to the bargaining unit with no loss of bargaining unit seniority. The employee's former bargaining unit position shall be guaranteed if such employee returns to the unit within 90 days. The employee's unit and bargaining unit seniority will be guaranteed if such employee returns to the unit within ninety (90) days. If the employee returns to the bargaining unit more than three (3) months but less than four (4) months after transfer or promotion, he/she shall return to their former position, if available, or to a comparable position. Comparable means the same shift, number of hours and clinical specialty.

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

15.2 Application of Seniority

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

Bargaining unit seniority shall apply to: 1) bumping, 2) layoff/reduced hours, 3) recall, 4) transfers, 5) promotions, 6) benefits (as applicable), 7) job posting, 8) vacation scheduling, 9) single day PTO (this will not supersede Article 19). Unit, department, site or office seniority shall apply to: 1) holiday scheduling, 2) authorized leaves.

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

15.3 Termination of Seniority

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

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

15.4 Decision to Effect – Layoff or Reduced Hours

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

In cases where circumstances necessitate a layoff of employees or a reduction of hours, the Medical Center shall, except in unforeseen emergency or disaster circumstances, notify the Union in writing a minimum of fourteen (14) calendar days in advance and specifying the positions so affected.

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

15.5 Layoffs

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

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

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

- 1) The Medical Center shall first seek volunteers for layoff or reduction within the affected area. If there are not enough volunteers then,
- 2) All Probationary employees within the affected unit or department, site or office in the affected job titles shall then be laid-off first, then,

- 3) In the event further layoffs or reduction of hours are necessary, the Medical Center shall determine the number, status, and shift of employees in each unit, department, site or office affected by the layoff or reduction of hours, then,
- 4) The most senior employee of those who are laid off or reduced in hours shall be first offered all available “approved-for-recruitment” vacant positions on all shifts for which the employee is qualified. If the employee is offered a position on the same shift and the employee refuses the offer, the employee shall be deemed to have resigned from employment. If the employee in question has more than ten (10) years of bargaining unit seniority they may accept the layoff and be placed in recall status.
- 5) If no such comparable position (status and shift) exists, then the employee may bump the least senior employee in his/her clinical grouping and shift, provided it is in a different unit, department, site or office and that the employee is qualified for the position. If there is no such least senior employee (for example, the employee targeted for layoff is the least senior in their clinical grouping and shift) the employee may bump the least senior employee on any shift in their division. If no such position exists they may bump the least senior employee outside of their clinical grouping on their shift if they are qualified to perform in the position.

For the purpose of this section Clinical Groupings shall be as defined in 11.2.

- 6) An employee affected by a bump may, in turn, displace the least senior employee in the bargaining unit, providing the employee is qualified for the position.
- 7) If an employee refuses to bump, the employee waives all rights to bumping and shall be laid-off and be placed on a recall list.
- 8) Those employees having bumping rights or rights to “vacant positions approved for recruitment” shall exercise such rights within one (1) work week (Monday thru Friday) upon being notified in person of their options in writing.

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

15.6 Qualification and Seniority

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

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

10) Ability to perform independently in the position within sixty (60) days.

15.7 Recall

Laid-off employees shall be placed in recall status for twelve (12) months. Such employees shall have first preference for “approved-to-recruit” vacant positions that become available for which they are qualified. Employees shall be recalled in order of bargaining unit seniority. If such recalled employees fail to report to work within seven (7) calendar days of recall, seniority shall terminate and the employee shall be considered to have resigned. If such employees have full time employment elsewhere they shall have up to seven (7) calendar days to report to work. Such time limits may be extended, with the mutual consent of the employee and the Medical Center.

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

15.8 Job Posting

In the event that the employer intends to fill an “approved-for-recruitment” vacant bargaining unit position or creates a new position which falls within the scope of the bargaining unit, a notice of such opening shall be posted on Cooper’s Job Posting Portal. The notice will include the following information:

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

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

15.9 The Medical Center may begin interviewing for the position before the expiration of the posting period. An employee desiring to bid for the position may do so by filing a written transfer request with Human Resources. Qualified bargaining unit employees who submit such a request shall be granted an interview provided the bid is submitted prior to the end of the posting period.

The employee awarded the position will be sent a confirmation letter within five (5) business days of his/her acceptance. Such letter will indicate the effective date of the transfer, which will normally be up to six (6) weeks from the date of acceptance. An employee who was not awarded the position will be so notified in writing within five (5) business days of the successful employee's acceptance.

15.10 The employer shall award an open position to the applicant with the greatest bargaining unit seniority provided that the employee is qualified for the position. The Medical Center shall determine whether an employee applying for the position is qualified, such decision being based on a review of the employee's clinical practice record and disciplinary record. "Clinical Practice" is defined as noted above and shall include independent performance within sixty (60) days of the award.

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

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

ARTICLE 16. SEVERANCE

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

ARTICLE 17. RECRUITMENT/REFERRAL BONUS

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

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

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

18.1 It is agreed between the parties that the Human Resource PTO Policy 8.302 shall continue for the duration of this Agreement except as modified below:

1. Limited Time employees shall be eligible for PTO.
2. The call-out policy shall be applied as modified (see Call-Out article).
3. Employees may maintain seventy-two (72) hours of PTO when they are otherwise required to use PTO during unpaid leaves of absences.

18.2 Sell Back

After the last full pay period ending in May and November, employees may elect to receive payment for PTO hours earned but not used. Full time employees may sell back up to forty (40) hours of PTO in eight (8), ten (10), or twelve (12) hour increments provided they maintain seventy-two (72) hours in their bank at the time of the sell back. Part-time and limited part-time employees may sell back up to twenty-four (24) hours in eight (8), ten (10), or twelve (12) hour

increments provided they maintain thirty-six (36) hours in their bank. Payment will be made at the employee's base rate of pay. Sell back requests must be done in employee self service during the prescribed timeline. Sell back is voluntary and the decision to do so is final.

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

18.3 Bereavement Leave

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

ARTICLE 19. VACATION SCHEDULING

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

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

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

19.2 During peak vacation times (May through September 30), requests for full week blocks of PTO will take precedence over PTO requests for less than one week. During non-peak vacation

times (Oct 1 through December 15 and January 7 through April 31), vacation requests may be made in full week blocks or single days. The Medical Center shall make its best efforts to allow employees at least two (2) weeks of vacation time during the vacation period May through September. However, such limits may, on an annual basis be waived by the Medical Center to allow for additional time upon requests in units whose staffing allows such. In the event that bona fide staffing or patient care requirements renders an individual without one week of a summer vacation, and through no fault of the employee same exceeds the maximum annual carryover accrual, (but the employee must attempt to mitigate the potential additional carryover), the employee may elect the option of allowing such amount to remain in PTO that year or sell back that amount at the employee's base rate of pay during the last period of that year. This process must be reviewed and approved by the CNO.

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

19.4 After the final base hour schedule is posted, Full time, Part Time and Limited Time bargaining unit RNs may ask Pool, Part Time and/or Limited Time RN to work a shift for them as long as it does not result in Overtime. Management approval is required but shall not be unreasonably denied.

19.5 Prior to accepting a transfer, RN must disclose during the job offer any vacation requests that may have been approved in current position to the hiring manger. The hiring manager will determine whether vacation request can be honored based on unit needs.

ARTICLE 20. ON CALL

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

confer with the Union regarding the planned change. Volunteers will be sought to cover any uncovered on-call shifts. If gaps are in the schedule after seeking volunteers, a list will be maintained based on reverse order of bargaining unit seniority on a rotating basis to cover any uncovered on-call shifts, which will be cleared every January 2nd.

20.2 All nurses when required to be On-Call shall be paid \$4.50 per hour during the week and \$5.50 per hour during the weekend. For purposes of this Article, the weekend begins at the end of the employee's shift on Friday (but in no event shall it begin prior to 3:00 p.m.) and shall end Monday at 7:00 a.m.

If departmental on call requirements exceed 48 hours in a six week schedule, a premium of \$10 per hour shall be paid, for hours above the 48 hour requirement. Switching of unequal hours or picking up another nurse's minimum required call hours/shifts shall not qualify for this premium call rate.

Holiday on-call rate shall be \$7.00 per hour.

On-call requirements shall be assigned to newly hired and/or transferred employees during their department orientation as "buddy" call. The newly hired and/or transferred employee will be assigned to take "buddy" call with a staff member on the call schedule before signing up for call independently.

Effective the first pay period beginning after September 1, 2021, for employees who are on weekend call for a block of time that is greater than 12 hours, the employee will be paid a minimum of three (3) hours for the first call back in each 12 hour block. This is in addition to the provisions of Policy 8.208 On-Call-Back Assignments.

If an on-call RN is called back to work for four (4) or more total hours between 11pm-7am, the RN may request to use up to four (4) hours of PTO the next day, either at the beginning or end of their shift provided that the regular shift begins no later than 11:00am. The employee must discuss his/her choice with the Manager to ensure that the proper coverage can be maintained. The request will not be unreasonably denied by the Manager.

On call hours shall be selected starting at the beginning of week 6 of the scheduling process allowing one (1) week for staff to selected required shifts. Staff that do not select the minimum required call within 1 week will be assigned call during week 7 of the scheduling process.

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

20.4 TICU On call

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

20.5 Use of Call

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

ARTICLE 21. TUITION REIMBURSEMENT and STAFF DEVELOPMENT PROGRAM

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

21.2 The employer agrees, as approved, to continue to provide at the Medical Center for such certifications such as CPR, BLS, ACLS, NRP, etc. that are required for employment in the

employees unit. All FT, PT, Float, LT, and Baylor employees who attend the classes will be paid at their base rate. Pool nurses who have worked in excess of 1,000 hours in the previous calendar year will be paid at their base rate when attending such Cooper classes.

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

21.4 Employees who have worked at least 1,000 hours in the previous calendar year may use up to \$500 per calendar year to cover the costs of successful certification and/or recertification fees/exams, related books/materials, outside sponsored CPR, BLS, ACLS, NRP, etc. classes and/or continuing education conference fees relating to the enhancement of patient care delivery. The membership fee may be paid to one organization directly related to the specialty area in which the nurse works. All such conferences and memberships must be pre-approved by the Vice President of Patient Care Services, or her designee. Employees shall be reimbursed within two (2) pay cycles of the submission of all required documentation to Human Resources.

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

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

21.7 Preceptors are bargaining unit RNs who volunteer to oversee the orientation of newly hired, transferred staff or nurse externs. Preceptors will be selected utilizing the Medical Center’s current selection process, and have completed a formal preceptor training program. The preceptor

is responsible for appropriate record keeping for those orientees assigned to them. They will also assure appropriate assignments for the orientee to assure an appropriate orientation to the unit. Preceptors will be paid two dollars and fifty cents (\$2.50) per hour in addition to their regular pay for each hour they have a precepting assignment. The preceptor and staff orientation programs shall be reviewed on a periodic basis by the Staffing Committee.

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

21.9 Staff Orientation

1. A minimum six (6) week planned orientation program (excluding hospital/PCS orientation) will be provided for new to practice full-time and part-time nurses and nurses transferring to a new clinical grouping. This excludes those individuals who have held positions in Patient Care Services at the Medical Center within the last two (2) years. All exceptions are noted in items 2, 3 or 4 of this Article or as determined by the Clinical Manager. The orientation will consist of the following elements:
 - a. Nursing Education in conjunction with the Clinical Manager will provide new employees with both a general and specific orientation. Nursing Education will provide a structured classroom program covering general information and policies and procedures of the Medical Center, and policies, procedures, specific skills training/testing for Patient Care Services basic competencies (i.e., Omnicell, Accucheck, IV, and Skills Fair).
 - b. A unit or area-based orientation will include, but not be limited to, a predetermined series of assignments with a staff nurse, supervised individual assignments and ongoing evaluations by the Clinical Manager in collaboration

with an Educator, Clinical Nurse Specialist, and the preceptor. This orientation will include the geographic layout and any special documentation requirements for units in the appropriate floating district.

- c. A written comprehensive assessment of the competencies (i.e., unit specific) of the new employee shall be completed at regular intervals during the orientation, and a comprehensive summary evaluation completed at the conclusion of the six (6) week period. At this time, a determination will be made of any need to extend orientation.
- d. Certain units may require an orientation of longer than the basic six (6) weeks. Employees must achieve pre-determined competencies (i.e., unit specific) in these units before completing the orientation process. Each orientee will be assigned a preceptor. Such preceptor shall be specifically trained in precepting and shall be responsible for orienting the new hires, transfers, and nurse externs, when applicable to the unit. Selection process and compensation is as defined in 21.7 of this Agreement.
- e. Orientees shall not be used to staff the unit except when orienting to a new role within the same unit.

2. The orientation for newly hired employees with experience will be two (2)

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

3. The Clinical Manager, based on the basic and unit specific competencies of

the employee, shall determine the orientation for current employees who transfer to a new unit or into a pool position.

4. For an RN orientee to work independently prior to completion of the previously established orientation period, the RN orientee, the orientee's preceptor, clinical educator and clinical director must agree that the RN orientee is clinically competent. In such case, CUHC agrees to provide 48 hours' notice to such RN that he/she may be scheduled independently.
5. Pool nurses who are new employees must attend the Medical Center and the appropriate nursing orientation, and orient for at least two (2) preceptored shifts. The total length of the orientation will be determined by the basic and unit specific competencies of the pool nurse.

ARTICLE 22. BENEFITS

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

No dispute arising under or relating to this section shall be subject to the grievance and arbitration procedures set forth in this Agreement, except an allegation that the Medical Center has failed to pay its portion of any insurance premiums required to purchase the coverages described immediately above. All other disputes arising under or relating to this section between the Medical Center, any Plan, the Union or the employee(s) shall be resolved in accordance with the terms of and procedures specified in the applicable plan or by applicable law.

22.2 It is agreed that the Medical Center reserves the right to change the respective benefit carriers. For the duration of the Agreement, the benefit listed above made available to bargaining unit employees shall remain substantially equivalent. The Medical Center shall provide the Union with no less than twenty (20) days' notice in writing of any material change in the benefits made available to bargaining unit employees. The twenty (20) day notice to the Union shall be given twenty (20) days prior to the Medical Center notifying the bargaining unit nurses of the proposed changes.

For bargaining unit employees who participate in the Cooper Health Plan, the employee contributions for health insurance based on salary tier and participation level shall not increase by more than 1% of the total premium + \$25 per pay for each year of the contract through 2024. Employees who are non-tobacco users will receive a \$25 per pay discount for being a non-tobacco user, as defined in the plan. A tobacco cessation program will be offered at no cost to employees to assist in becoming a non-tobacco user.

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

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

Pursuant to the Plan document, the contribution for the Medical Center's Retirement Plan is 1% of base salary. Three (3) additional contributions of 2% each will be made to the retirement

accounts of vested participants. The first contribution will be made after December 31, 2021, the second after December 31, 2022 and the third after December 31, 2023.

22.4 Tax Sheltered Annuity (TSA). The Medical Center shall continue to offer employee(s) access to the employee(s) contributory Tax Sheltered Annuity Program under § IRC 403(b). It is understood that the Medical Center does not recommend, or sponsor any Tax Sheltered Annuity plan offered by any vendor and that any employee contribution or investment is made voluntarily by the employee under the concept of “caveat emptor”.

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

ARTICLE 23. WAGES & SALARIES

23.1 Inpatient & Outpatient Bargaining Unit Wage Scale

Effective June 2021, 2.5% wage increase

Effective June 2022, 2.5% wage increase

Effective June 2023, 2.5% wage increase

The effective date of the wage scale increase for 2021 is the first full pay period, beginning after June 1 2021. The effective date of the wage scale increase for 2022 and 2023 shall be the full pay period which includes June 1.

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

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

Scale 2.5%, 2.5%. 2.5% Plus 1 % Step each year

	2.5% Increase Effective 6/6/2021 includes 1% step		2.5% Increase Effective 6/2022 includes 1% step for Calendar year 2022		2.5% Increase Effective 6/2023 includes 1% step for Calendar year 2023		1% step Increase for Calendar Year 2024
						0	\$ 39.1846
				0	\$ 39.1846	1	\$ 39.5764
		0	\$ 38.2289	1	\$ 39.5764	2	\$ 39.9722
0	\$ 37.2965	1	\$ 38.6112	2	\$ 39.9722	3	\$ 40.3719
1	\$ 37.6694	2	\$ 38.9972	3	\$ 40.3719	4	\$ 40.7756
2	\$ 38.0462	3	\$ 39.3873	4	\$ 40.7757	5	\$ 41.1835
3	\$ 38.4266	4	\$ 39.7812	5	\$ 41.1834	6	\$ 41.5953
4	\$ 38.8109	5	\$ 40.1790	6	\$ 41.5953	7	\$ 42.0112
5	\$ 39.1946	6	\$ 40.5762	7	\$ 42.0065	8	\$ 42.4266
6	\$ 39.5901	7	\$ 40.9856	8	\$ 42.4304	9	\$ 42.8547
7	\$ 39.9971	8	\$ 41.4070	9	\$ 42.8666	10	\$ 43.2953
8	\$ 40.3810	9	\$ 41.8044	10	\$ 43.2780	11	\$ 43.7108
9	\$ 40.7764	10	\$ 42.2138	11	\$ 43.7018	12	\$ 44.1389
10	\$ 41.1951	11	\$ 42.6473	12	\$ 44.1506	13	\$ 44.5921
11	\$ 41.9045	12	\$ 43.3817	13	\$ 44.9109	14	\$ 45.3600
12	\$ 43.0559	13	\$ 44.5737	14	\$ 46.1449	15	\$ 46.6063
13	\$ 44.1725	14	\$ 45.7296	15	\$ 47.3415	16	\$ 47.8150
14	\$ 45.5100	15	\$ 47.1142	16	\$ 48.7750	17	\$ 49.2627
15	\$ 46.8708	16	\$ 48.5230	17	\$ 50.2334	18	\$ 50.7357
16	\$ 48.0454	17	\$ 49.7390	18	\$ 51.4923	19	\$ 52.0072
17	\$ 48.9758	18	\$ 50.7022	19	\$ 52.4895	20	\$ 53.0144
18	\$ 50.0342	19	\$ 51.7979	20	\$ 53.6238	21	\$ 54.1600
19	\$ 51.1392	20	\$ 52.9418	21	\$ 54.8080	22	\$ 55.3561
20	\$ 52.2672	21	\$ 54.1097	22	\$ 56.0170	23	\$ 56.5772
21	\$ 52.5232	22	\$ 54.3746	23	\$ 56.2914	24	\$ 56.8543
22	\$ 52.7907	23	\$ 54.6515	24	\$ 56.5780	25	\$ 57.1438
23	\$ 53.0698	24	\$ 54.9405	25	\$ 56.8771	26	\$ 57.4459
24	\$ 53.6978	25	\$ 55.5907	26	\$ 57.5503	27	\$ 58.1258
25	\$ 54.5468	26	\$ 56.4696	27	\$ 58.4602	28	\$ 59.0448
26	\$ 55.0703	27	\$ 57.0115	28	\$ 59.0212	29	\$ 59.6114
27	\$ 55.3842	28	\$ 57.3365	29	\$ 59.3576	30	\$ 59.9512
28	\$ 55.6402	29	\$ 57.6015	30	\$ 59.6319	31	\$ 60.2283
29	\$ 55.9193	30	\$ 57.8904	31	\$ 59.9310	32+	2.5% only
30	\$ 56.2449	31	\$ 58.2275	32+	2.5% only	32+	2.5% only
31	\$ 56.5706	32+	2.5% only	32+	2.5% only	32+	2.5% only

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

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

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

23.6 POOL, BAYLOR AND FLOAT NURSE WAGE SCALE

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

Level I, Level II, and Level III Pool, UBP Baylor and Float RN.

- Effective June 2021 2.5% wage increase
- Effective June 2022, 2.5% wage increase
- Effective June 2023, 2.5% wage increase

The effective dates of the wage scale increase for 2021 is the first full pay period, beginning after June 1, 2021. The effective date of the wage scale increase for 2022 and 2023 shall be the full pay period which includes June 1.

	June 2021	June 2022	June 2023
	2.5%	2.5%	2.5%
Level 1	\$49.5349	\$50.7732	\$52.0426
Level II	\$54.7655	\$56.1347	\$57.5381
Level III	\$57.3698	\$58.8040	\$60.2741
UBP- Level I	\$49.5349	\$50.7732	\$52.0426
UBP- Level II	\$54.7655	\$56.1347	\$57.5381
Baylor	\$49.5349	\$50.7732	\$52.0426
Float	\$52.2541	\$53.5604	\$54.8995

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

23.8 Professional Development Ladders: The Medical Center retains the right to modify, to replace, or to eliminate Professional Development Ladders. The Medical Center will develop a new Professional Development Ladder structure with collaboration from HPAE by December 31, 2017. The ladder will include credit for HPAE elected Officers, HPAE members who officially chair the Staffing, Labor Management, Violence Prevention, Health & Safety, Safe Patient Handling and or the Bloodborne Pathogen Committee, HPAE members who are part of the negotiating committee and union representatives. The Professional Council shall review the current compensation schedules and the requirements for each level of the Professional Ladders for Nursing Practice for the purpose of recommending increased payments and adjustments. The Professional Development Ladder compensation will be paid in a separate check from the regular check.

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

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

ARTICLE 24. DISCIPLINE

24.1 The Medical Center reserves the right to discipline, suspend or discharge an employee during the initial probationary period without the employee's or the Union's recourse to the grievance and/or arbitration process. When an employee's probationary period is extended, the employee has the right to have a union representative present for any discipline, suspension or discharge.

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

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

ARTICLE 25. GRIEVANCE PROCEDURE

25.1 Definition Of Grievance

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

Grievance Procedural Steps

Step 1 -

Within ten (10) business days of the incident upon which the grievance is based, the grievance will be presented in writing on an HPAE Local 5118 grievance form to the unit Clinical Director. A first step grievance meeting will be scheduled at the convenience of all parties involved. The response to the first step will be reduced to

writing on the grievance form by the supervisor or Clinical Director. If no satisfactory settlement is reached within ten (10) business days of such discussion, or if the Clinical Director position is vacant, the union shall have the right to proceed to Step 2.

Step 2 –

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

Step 3 –

If no settlement is reached following Step 2 grievance meeting, the grievance may be appealed to the CNO or designee and Human Resources within ten (10) business days after the Step 2 decision was received by the Union. The Medical Center will respond to such written notice within ten (10) business days by scheduling a meeting to discuss the grievance. Such meeting will take place at the convenience of all parties involved, not later than twenty (20) business days from the date of the Medical Center's receipt of the Step 3 grievance. The Vice Presidents or their designees will render a decision within ten (10) business days from the date of the conclusion of the meeting. Such answer shall be final and binding on the parties

unless the grievance is appealed to arbitration by the Union in accordance with the procedures set forth in Article 26 Arbitration Procedure.

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

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

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

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

ARTICLE 26. ARBITRATION PROCEDURE

26.1 Arbitration

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

26.2 Procedural Issues

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

26.3 Expedited Arbitration in Cases of Termination

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

- A) Within 30 business days of the resolution of the third step of the grievance process and only in cases of termination of employment, a request for expedited arbitration shall be presented in writing to Vice President of Human Resources.
- B) Within 10 business days of the receipt of the request for expedited arbitration, joint notice will be provided to the next available arbitrator from the panel of arbitrators.

- C) The next available arbitrator must agree to hear the matter within 60 days of receipt of the joint notice of expedited arbitration. If that arbitrator cannot hear the matter within 60 days of receipt of the joint notice of expedited arbitration, the next available arbitrator from the panel shall be provided the joint notice of expedited arbitration.
- D) The arbitrator shall schedule the arbitration to occur within 60 days after receipt of the joint notice of expedited arbitration after providing due consideration to the availability of the parties, the parties' representatives and any witnesses.
- E) Once an arbitrator and date have been selected:
 - 1. Both sides will meet prior to the arbitration hearing date to identify (a) the issue(s) that the arbitrator will be deciding, (b) joint exhibits, (c) stipulated facts regarding the grievance, (d) the list of witnesses and (e) the mutually agreed upon location of the arbitration
 - 2. In the event that the parties cannot agree upon the location of the arbitration, the parties agree that the arbitration shall be at a location selected by and at the convenience of the arbitrator
 - 3. All parties to the arbitration agree to accept the decision of the arbitrator as final and binding, and will not appeal that decision to any court of law or equity.
- F) The parties agree that the panel of arbitrators shall consist of 5 arbitrators and will be selected by mutual agreement of Cooper and the Union within 120 days of the execution of the Agreement.
- G) The phrase "next available arbitrator" shall mean that arbitrator beginning with the first named arbitrator on the list comprising the panel of arbitrators and rotating through the list by each successive request for expedited arbitration.
- H) The costs of arbitration will be equally born by Cooper and the Union.

ARTICLE 27. RESIGNATIONS/TERMINAL PAY

27.1 Upon resignation from employment, RN's shall provide four (4) actual worked weeks, not including PTO time, advance "proper notice" from date of the notification to the Nurse Management. The Clinical Director shall acknowledge receipt of the resignation letter, and note date and time of receipt of the notice. This date shall be the official notice date for the calculating of the four (4) weeks' notice period. Employees providing "proper notice" and who have been

employed for at least one year shall be paid for accrued and unused PTO time. The employee shall not lose their PTO payout if during the (4) four week notification period to the employer, the nurse is mandated off for low census.

Employees not giving proper notice or who are terminated for cause shall forfeit Terminal Pay (PTO).

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

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

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

ARTICLE 28. MANAGEMENT RIGHTS

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

It is agreed by the parties that the Medical Center, subject to the terms of this contract and applicable law, shall remain vested to: direct the workforce; to promote, transfer, demote, float, train, discipline, suspend or terminate staff; use non-bargaining unit employees to perform patient care duties; assign, classify, supervise, lay off; determine policies, methods of operation; promulgate rules and regulations within applicable statutes; direct, designate, (re) schedule and

assign duties to the work force; use standards and benchmarks; judge the qualification and performance of employees; plan, direct, and control the entire operation of the Medical Center; discontinue, consolidate or reorganize any department, service or unit; transfer any or all operations to any location or discontinue the same in whole or in part; merge with any other institution; make technological modifications or improvements; install or remove equipment, regardless of whether or not such action causes a reduction of any kind in the number of employees, or transfers in the workforce; requires the (re) assignment of additional or different duties or causes the elimination of, changes in, or the addition of Nursing titles, jobs; shifts, schedules, starting and finishing time, or the number of hours and shifts worked and whenever possible, the Medical Center will provide a minimum of 30 days notice to the affected employees when shifts, schedules, starting and finishing time are adjusted; the right to set appearance, grooming, hygiene and dress standards; and the right to otherwise generally manage the business.

ARTICLE 29. NO STRIKE OR LOCKOUTS

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

In the event of a work stoppage, activity(ies) or action(s) which is (are) prohibited by this Agreement, the Union and its officers, agents and representatives shall immediately take positive and evident steps to have those involved cease such activity. These steps shall include, but not be limited by: within two (2) hours of a request by the Medical Center, publicly disavow such activities, shall publish and post notices on all Union bulletin boards, notify every known individual of its disapproval of such action, declaring the said action or activity violative of the contract, and issue a prompt back to full duties and work order, notwithstanding the existence of

any wildcat picket line. The Union, its officers, agents and representatives shall refuse to aid or assist in any such unauthorized action. The Union, its officers, agents and representatives will use every effort to terminate such unauthorized action. The above obligations of the Union, its officers, agents and representatives are in addition to any other remedy, liability or right provided by applicable law.

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

29.2 If the arbitrator finds that a violation occurred, he shall issue a cease and desist order directed at such violation and sustain the discipline. In the event of an alleged or asserted breach of this Article, the parties may resort to courts of competent jurisdiction or may follow the contractual grievance/arbitration procedure through expedited arbitration by immediately notifying the American Arbitration Association who shall immediately appoint an arbitrator who shall schedule a hearing within twenty four (24) hours of the appointment to issue an immediate award with an opinion to follow.

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

ARTICLE 30. PERSONNEL FILES

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

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

ARTICLE 31. HEALTH & SAFETY

The Medical Center and the Union recognize that patient and employee health and safety is of paramount importance, as part of a continuous effort to improve the safety and health of patients and employees.

The Medical Center will observe and comply with all local, state, and federal health and safety laws and regulations. The Medical Center will provide and maintain a safe and healthy workplace free of recognized hazards. The Medical Center shall conform to all OSHA and other pertinent applicable health and safety laws, thus providing a healthy and safe working environment.

Affected employees will receive mandatory appropriate in-service training on new safety equipment, devices, materials, and procedures. Absent conditions beyond the control of the employer (for example back orders or interruption in production) the employer shall provide non latex nitril gloves upon request with documented allergy.

Joint Health and Safety Committee

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

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

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

- The Committee shall oversee the functioning of the Safe Patient Handling Task Force, and the implementation of the stated goals of that group.
- The Committee will develop specific measures, including training programs, to improve the physical work environment, work practices and work design.
- The Committee shall review the functioning of the Violence Prevention Committee, and shall review progress with the implementation of the

additional mandatory education for caregivers. The Committee will recommend additional training or procedures or processes as needed.

- The Bloodborne Pathogen Committee (BBP Committee) shall also report on a regular basis to the Committee. It is understood that there will be bargaining unit members appointed to the BBP Committee by the Union. The Committee will review the purpose of the Needle Safety Committee, and will make recommendations for additional goals.
- The Committee will also review protective equipment and clothing and exposure to pathogens and allergens. The Committee will recommend additional training, and will participate in the development of this training.
- Walk through inspections: One bargaining unit member who is also a member of the Joint Health and Safety Committee may do a biannual walk through with the CNO or his /her designee. The purpose is to jointly identify opportunities to improve safety in the workplace. These individuals will submit their findings to the safety committee. The safety committee will review the findings and if necessary develop an action plan to address these issues.

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

Members of the Committee shall not suffer any loss of pay for attendance.

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

QUARANTINE PAY

It is agreed between the parties that the Human Resources Policy – Quarantine Pay shall remain in effect through the term of this Agreement.

ARTICLE 32. COMPLIANCE PROGRAM

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

ARTICLE 33. STAFFING

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

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

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

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

The following exceptions shall apply:

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

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

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

ARTICLE 34. SEPARABILITY

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

ARTICLE 35. COMPLETE AGREEMENT

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

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

ARTICLE 36. MISCELLANEOUS

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

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

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

36.3 Committees

- **Staffing Committee:** During the term of this Agreement, the parties shall maintain a Staffing Committee made up of five (5) members appointed by the Union, and five (5) members appointed by the Medical Center. Either party may request additional individuals to attend a meeting to discuss unit specific issues. Members of the Committee shall not suffer any loss of pay for attendance. Committee members attending a meeting that is not scheduled in their normal working time will be paid for their attendance. Cooper shall make a reasonable effort to provide coverage so that members may attend the meetings. Members will make every reasonable effort to schedule themselves so that the meetings will not interfere with patient care. The meetings shall be held every other month, or as mutually agreed upon.

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

The Staffing Committee will provide to the union, upon written request, relevant information pertaining to staffing issues. Both parties acknowledge that the information reviewed in these committee meetings shall be of a sensitive nature and will not be used for any purpose beyond the submission of reports and/or recommendations to the Medical Center.

Minutes of committee meetings shall be maintained. There shall be a rotation of agenda planning and recording of minutes. Committee recommendations shall be in writing and the

Medical Center shall promptly respond in writing to such recommendations, but in no event later than 30 calendar days after the receipt of the recommendations.

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

- **Labor Management Committee:** The Union and the Medical Center agree to the continuation of a Labor/Management Committee. This Committee shall consist of representatives from the Union (not to exceed ten (10) and representatives from the Medical Center (not to exceed ten (10)). The Committee shall meet up to twelve (12) times per year to discuss mutual problems and concerns to the Union and to the Medical Center. One (1) week prior to the scheduled meeting, the Union and Medical Center will submit an anticipated agenda to each other. Committee members will be afforded time, with no loss of pay, during their work day to attend such meetings, as approved by their manager and subject to staffing needs and patient care requirements. New legislation affecting members of the bargaining unit may be an agenda item presented by either party.
- For each of the following committees, the Union may appoint up to six (6) members to participate in the activities of these committees (may be different individuals to each committee) and may request additional individuals to attend a meeting to discuss unit specific issues. Appointed members of these committees shall not suffer loss of pay for attendance and shall be paid regular pay for time attending committee meetings.
 - Safe Patient Handling Committee

- Violence Prevention Committee
- Blood Borne Pathogen Committee

36.4 Smoking is prohibited in all buildings and on all Cooper Medical Center property and grounds.

36.5 The Medical Center reserves the right to increase the parking fees. There will be no raise in parking rates in 2017 for bargaining unit nurses. Effective January 1, 2018, there may be annual increase not to exceed \$5 per pay period during the term of this Agreement.

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

Nurses shall be paid for all required Cooper education (CLN, Annual Mandatory Compliance, and education) at their hourly base rate.

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

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

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

36.10 Performance Evaluations: Performance evaluations will be completed per Cooper Policy. Competencies would still be maintained on an annual basis.

ARTICLE 37. NON-SUPERVISORY STATUS

Employer agrees that during the term of this Agreement, it shall not assert or challenge the supervisory or non-supervisory status, as defined in section 2(11) of the National Labor Relations Act, of any bargaining unit employees. The bargaining unit employees shall not have the authority to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances or effectively recommend such actions or exercise independent judgment in any such regard unless the exercise of the foregoing is merely routine or clerical in nature.

Employer further agrees that during the term of this Agreement it will not assert or seek to challenge the supervisory or non-supervisory status, as defined under the National Labor Relations Act, of bargaining unit employees who function in the role of Charge Nurse, whether on a temporary or permanent basis. A Charge Nurse shall not have the authority to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances or effectively recommend such actions or exercise independent judgment in any such regard unless the exercise of the foregoing is merely routine or clerical in nature.

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

ARTICLE 38. HPAE RETIREE MEDICAL TRUST

Section 1: General Contribution from Wages

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

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

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

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

Section 2: No Liability for Employer or Union

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

Liabilities and Debts of Trust Fund

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

ARTICLE 39. SCOPE OF AGREEMENT

This Agreement shall become effective on June 1, 2021 and shall continue in full force and effect through May 31, 2024, unless the parties mutually agree in writing to extend, revise or modify the contract for an additional specified term.

ARTICLE 40 - SUCCESSOR

Cooper will comply with all applicable laws related to a merger, consolidation, or sale of assets.

Contract

In consideration of the Agreements negotiated herein, the parties agree that they shall unanimously recommend, for the Union (HPAE) to its membership and for the Medical Center to its President and Board of Trustees, the ratification of this “Settlement Agreement”.

Executed this _____ day of the month of _____, 2021 in the State of
New Jersey.

The Cooper Health System

Health Professionals &
Allied Employees AFT/AFL-CIO Union

Kevin O'Dowd
President and CEO, CUHC

Debbie White, HPAE President

Beth Green
Sr. Vice President/CHRO

Doris Bell, RN, Local 5118 President

Kathy Devine, RN
Sr. Vice President/CNO

Patti Scharff, RN

Nicole Ansert, RN

Marcus Thredgill, RN

Janice Drake, RN

Lauren Kelly, RN

Jim Scharff, RN

Jackie Franchetti, RN

Ann McCausland, RN

Jaime Healy, RN

SIDE LETTER 1

Attendance

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

January 1, 2021 – December 31, 2021

January 1, 2022 – December 31, 2022

January 1, 2023 – December 31, 2023

SIDE LETTER 2

In the event of any substantive changes or modifications to the benefits mandated by The Patient Protection and Affordable Care Act (PPACA) (ACA), the employer shall give the union ninety (90) days written notice of the change and will meet and confer over the effects of such changes prior to implementation. This includes but is not limited to the wellness program,

