

AGREEMENT

BETWEEN

**HEALTH PROFESSIONALS AND ALLIED EMPLOYEES
AFT/AFL-CIO**

and

**UNITED METHODIST COMMUNITIES:
BRISTOL GLEN AND PITMAN**

February 1, 2023 to January 31, 2026

This AGREEMENT is made this 1st day of February 2023 by and between UNITED METHODIST COMMUNITIES Pitman, having its principal place of business in Pitman, New Jersey along with UNITED METHODIST COMMUNITIES Bristol Glen having its principal place of business in Newton, NJ (hereinafter referred to as the "Employer") and the HEALTH PROFESSIONALS AND ALLIED EMPLOYEES, AFT, AFL-CIO (hereinafter referred to as the "Union").

ARTICLE I: RECOGNITION

- A.** The Employer recognizes the Union as the exclusive representative of all the employees in the bargaining units of the Employer NLRB CERTIFICATIONS 04-RC-288505 and 22-RC-288494 for the purposes of collective bargaining in respect to rates of pay, hours of work, benefits and other conditions of employment.

B. Pitman Unit

Included: All full-time, regular part-time, and per diem Health Care Registered Nurses and Residential Registered Nurses employed by the Employer at its 535 North Oak Avenue, Pitman, NJ facility.

Excluded: All other employees, including Nurse Mentors, Care Coordinators, Directors of Residential Living, Infection Preventionists, MDS Coordinators, Resident Svc. Staff Educators, Directors of Nursing, managers, confidential employees, office clerical employees, guards, and supervisors as defined in the Act.

Per Diem employees who regularly average less than four (4) hours of work per week over a calendar quarter will not be included in the bargaining unit (such average does not include time not worked due to illness, injury or other leave of absence). UMC will monitor the hours of staff whom are scheduled to work less than 4 hours/week to determine union membership eligibility. This will be done quarterly. Additionally, any time a per diem clearly is working significantly in excess of four hours per week, they will immediately be included in the bargaining unit. Staffing, including those employees working less than 4 hours per week, will not be adjusted to circumvent bargaining unit eligibility.

C. Bristol Glen Unit

Included: All full-time, regular part-time, and per diem Health Care Registered Nurses and Residential Registered Nurses employed by the Employer at its 200 Bristol Glen Dr, Newton, New Jersey facility.

Excluded: All Office Clericals, Confidential Employees, Nurse Mentors, Care Coordinators, Directors of Residential Living, Infection Preventionists, MDS Coordinators, Resident Service Staff Educators, Directors of Nursing, Managers, and Guards and Supervisors as defined in the Act, and all other employees.

Per Diem employees who regularly average less than four (4) hours of work per week over a calendar quarter will not be included in the bargaining unit (such average does not include time not worked due to illness, injury or other leave of absence). UMC will monitor the

hours of staff whom are scheduled to work less than 4 hours/week to determine union membership eligibility. This will be done quarterly. Additionally, any time a per diem clearly is working significantly in excess of four hours per week, they will immediately be included in the bargaining unit. Staffing, including those employees working less than 4 hours per week, will not be adjusted to circumvent bargaining unit eligibility.

D. New Job Titles

In the event that the employer establishes a new job classification which falls within the scope of the “recognition clause” the employer shall notify the Union in writing of such an establishment and shall bargain with the union regarding the new job’s terms and conditions of employment.

- E. The Employer agrees that during the term of this Agreement, it shall not assert or challenge the supervisor or non-supervisory status, as defined in Section 2 (11) of the National Labor Relations Act, of any bargaining unit employees, including nurses who function in the role of charge nurse whether on a temporary or permanent basis.

The foregoing shall not preclude bargaining unit nurses including charge nurses from performing any duties, which they are presently performing.

- F. In the event of the transfer, sale or assignment of the Employer’s facility (i.e., Pitman or Bristol Glen) or any portion thereof that involves the bargaining unit, the Employer will advise the prospective transferee, buyer or assignee of the existence of the collective bargaining agreement. Additionally, the Employer agrees that it will notify the Union of such prospective transfer, sale or assignment of the facility or portion thereof and will negotiate with the Union regarding the effects of the transfer, sale or assignment. The Employer shall have no further obligation to the Union or the employees in the event of a transfer, sale or assignment of the Employer’s facility or portion thereof. The status of the transferee, buyer or assignee of the facility or any portion thereof as a successor shall be determined in accordance with applicable law.

- G. **One Agreement:** Unless otherwise noted in the Agreement, all language will apply to UMC Pitman and UMC Bristol Glen.

ARTICLE II: DEFINITIONS

- A. Full-Time employee - A Full-Time employee is one who is scheduled and works regularly not less than thirty (30) hours per week.
- B. Part-Time employee - For benefits purposes, a part-time employee is one who is scheduled and works regularly less than thirty (30) hours per week.
- C. Per Diem employee – A per diem employee is one who is hired by the community to be a part of a pool of workers from which the community may draw for staffing absences. Per diem associates receive no benefits from UMC. Per diem associates will not be scheduled for the purpose of circumventing what normally would be regular full-time and part-time positions.

- D. The Employer retains the right to employ temporary or supplementary (agency) staff on short- or long-term basis, subject to the limitations of this Agreement. Such temporary or supplemental (agency) staff shall not be used at the expense of employees in the bargaining unit or when employees are on layoff status, provided that the laid off employees are qualified for and available for the work in question.
- E. Per Article I sections B and C, Per Diems working an average of less than four (4) hours per week in a calendar quarter are excluded from the bargaining unit per the terms outlined in those sections.

ARTICLE III: DUES CHECK-OFF

- A. All employees in the bargaining unit as defined in Article I who are members of the Union in good standing on the effective date of this Agreement or on the date of its execution, whichever is later, shall remain members in good standing. Those employees in the bargaining unit who are not members in good standing on the effective date of this Agreement or the date of the execution, whichever later, shall on the 31st day following the effective date of this Agreement or the date of the execution, whichever is later, commence payment of the dues and initiation fees uniformly required of members in good standing of the Union.
- B. The Employer agrees to deduct current regular periodic Union dues and initiation fees uniformly required by the Union as certified by the Union from the pay of any employee covered hereunder who has fully executed and furnished the Employer with an authorization form on file with the Employer.
- C. The Employer agrees to forward to the Union at its offices the amount of Union dues and initiation fees deducted, no later than the 12th (twelfth) day of the month following the month in which such deduction is made.

In addition to the transfer of money representing the Dues withheld, a list of employees from whom dues have been deducted, will be forwarded to the Union at its Emerson, New Jersey office. The list will include employee's: Name, Employee ID Number, Scheduled Hours (or Status i.e. full-time, part time, per diem), Gross Wages for the period that dues were deducted, HPAE Dues, AFT Dues, COPE contributions, Initiation Fee deductions and year to date totals. An accounting of these monies and monthly totals shall be sent to the Treasurer of the Union by the Chief Financial Officer.

- D. The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, action taken or not taken by the Employer in compliance with the provisions of this Article, in reliance upon the dues deduction authorization which has been furnished to it including but not limited to terminating an employee at the request of the union pursuant to Section E(2) of this provision.

E. UNION SECURITY

1. To the extent not inconsistent with the law, employees covered by this agreement at the time it becomes effective who are members of the union at that 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 shall be required, to the extent not inconsistent with the law and as a condition of continued employment, to become members of the Union within five (5) days after the thirtieth (30th) calendar day following the effective date of the Agreement. Employees hired, rehired, reinstated, recalled or transferred into the bargaining unit position after the effective date of this Agreement shall be required, to the extent not inconsistent with the law and as a condition of continued employment, to become members of the Union within five (5) days after the thirtieth (30th) calendar day following initiation of their employment. An employee who shall tender initiation fees (if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership shall be deemed to meet this condition. Bargaining Unit Employees will not be denied union membership provided they pay required initiation fees and dues.

2. Employees who are required to tender periodic dues and initiation fees pursuant to Section A above and fail to do so shall be terminated from employment. No employee shall be terminated under this Section, however, unless he/she has failed to tender delinquent dues and/or initiation fees within thirty (30) days after written notice from the Union of such delinquency and the employer is advised of such failure in a written request to terminate the employee. Employees terminated pursuant to this Section shall not have access to the grievance and arbitration provisions of this Agreement.

F. Voluntary Check-off for COPE: Upon receipt of a voluntary, duly authorized check-off authorization, the Employer shall deduct such amount of monies authorized by employees for the Union's political action fund, called HPAE Committee on Political Education (COPE). The amount of money deducted from employees' paychecks and an itemized list of such deductions shall be forwarded to the Union no less than one (1) time per month and no later than one (1) month following the deductions.

ARTICLE IV: MANAGEMENT RIGHTS

A. The management and operation of the enterprise and the direction of the work force are vested exclusively with the Employer. The Employer retains all of the power, rights, functions, responsibilities and authority to operate its business and direct its employees except as limited by express language of this Agreement. The rights reserved to the Employer include all matters of inherent managerial policy including those necessitated by the unique nature of Employer's operations. Prominent among the rights reserved to and retained by the Employer, but by no means wholly inclusive, are the sole right to hire, educate, classify, assign discipline or discharge for just cause, layoff and promote; to make and enforce rules of conduct, standards, and regulations governing conduct of employees; to determine or change the starting and quitting time and the number of hours

to be worked; to establish and change work schedules and assignments; to establish job duties and standards of performance; to require reasonable overtime in the interest of resident care consistent with State or Federal laws limiting overtime; to promulgate reasonable rules, standards and regulations; to assign professional nursing duties to the work force, to assign or transfer temporarily employees as operations may require within the community; to plan and continue operations; to exercise control and direction over the organization and effectiveness of operations; to determine the number of employees and duties to be performed by them as registered nurses; to maintain the efficiency of employees to establish, expand, reduce, appoint, combine, consolidate or abolish any job classification, department or service; to introduce new or improved methods, materials, equipment or facilities; to utilize suppliers, subcontractors and independent contractors as needed to assure appropriate staffing as the Employer determines appropriate; to control all property; to transfer any or all operations to any location or discontinue the same in whole or part; to utilize employees wherever necessary in cases of emergency; to determine and implement policies, procedures and/or standards related to education, instructions, operations and resident care; to change or abolish job titles, departments or units; to take any and all actions the Employer determines appropriate to maintain safety, efficiency and/or appropriate resident care; and in all respects to carry out the ordinary and customary functions of management whether or not possessed or exercised by the Employer prior to the execution of this Agreement. The Employer reserves the right to discontinue operations in whole or in part; to transfer, to sell or otherwise to dispose of its business in whole or in part, to determine the number and types of employees required, and to otherwise take such measures as management may determine to be necessary to the orderly or economical operation of the business. The above set forth management rights are by way of example, but not by way of limitation. The Union recognizes that the Employer may introduce a revision in the method or methods of operation, which may produce a revision in job duties and reduction of personnel in any job classification.

- B. The Union agrees to cooperate with the Employer to attain and maintain maximum resident care and full efficiency.
- C. The Employer's not exercising any function hereby reserved to it, or its exercising any such function in a particular way, shall not be deemed a waiver of its rights to exercise such function or preclude the Employer from exercising the same in some other way not in conflict with the express provisions of this Agreement.
- D. The Employer shall have the right to establish and promulgate rules and regulations so long as those rules do not conflict with the express provisions of this Agreement, and consistent with controlling federal, state, or local laws, as it may, from time to time deem best for the purpose of maintaining the safety of its employees and/or residents and for the purpose of maintaining the order, safety and/or effective and efficient operations of the facility and/or the individual departments thereof.
- E. The Employer shall notify the Union of changes in policies and practices.

ARTICLE V: NO STRIKE OR LOCKOUT

- A. No Strikes.** For the duration of this Agreement, the employees and the Union (its officers, agents, representatives and employees) agree not to in any way, directly or indirectly, authorize, cause, assist, encourage, participate in, ratify or condone any strike, sympathy strike, sit-down, sit-in, slowdown, sick out, cessation or stoppage of work, job action, boycott, picketing or other interference with or interruption of work of any kind including any jurisdictional or other disputes, grievance or other disagreement at the facilities of the Employer, refusal to cross a picket line established by any other union or group or prevent or attempt to prevent, the access of any person to the Employer's facilities during the term of this Agreement. Inciting, or inducing or participating in, any of the aforementioned conduct/activity shall constitute just cause for discharge under this Agreement. Such discharge (or lesser discipline if so decided in management's sole discretion) taken pursuant to this section shall not be subject to the arbitration provisions of the Agreement except on the question of whether the employee actually engaged in any of the aforementioned conduct/activity.
- B.** In addition to any other liability, remedy or right provided by applicable law or statute, should any of the aforementioned conduct/activity occur, the Union, within twenty-four (24) hours of a request by the Employer shall immediately:
1. notify employees of its disapproval and that such action is in violation of this Agreement and instruct such employees to cease such action and return to work immediately;
 2. advise the Employer in writing that such activity by the employees has not been called or sanctioned by the Union;
 3. post notices at Union bulletin boards advising that such action is in violation of this Agreement and instructing employees to return to work immediately;
 4. publicly disavow such action by their employees and/or notify each and every individual employee of its disapproval of such action and issue a prompt back to work order.
 5. do everything reasonable in its power to prevent its members from participating in such action, and take all steps necessary to bring about compliance with this Agreement.
- C. Liability.** In the event of an alleged or asserted breach of this section, the parties may resort to the courts of competent jurisdiction or may file a contractual grievance arbitration procedure through expedited arbitration by immediately notifying the American Arbitration Association which 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. In addition, the Union and the Employer recognize that the Employer may seek injunctive relief and any appropriate damages for breach of this provision without submission of the matter to the grievance and arbitration procedures of this Agreement.
- D. No Lockouts.** In consideration of this no-strike pledge by the Union, for the term of this Agreement, the Employer shall not lock out its employees.

ARTICLE VI: NON-DISCRIMINATION

- A. The Employer and the Union agree that there will be no discrimination against any employee or job applicant because of race, creed, color, national origin, age, sex or on the basis of any other classification protected by applicable State and Federal law. It is agreed and understood that the Employer is subject to certain obligations under the Americans With Disabilities Act (“ADA”) and the New Jersey Law Against Discrimination (“NJLAD”) and the Union agrees that it will cooperate with the Employer in complying with such obligations, subject to verification of same as long as such accommodation does not significantly infringe on other employees’ seniority and other contractual rights under this agreement.
- B. The Employer and the Union agree not to discriminate against any employee because of his/her membership or non-membership in the Union or activity or non-activity on behalf of the Union.

ARTICLE VII: PROBATIONARY EMPLOYEES

- A. The term "probationary period" as used in this Agreement shall mean ninety (90) calendar days subsequent to the employee’s last date of hire. Upon written notice to the employee, with a copy to the Union, the aforementioned probationary period may, at the discretion of the Employer, be extended an additional thirty (30) calendar days. The Employer’s decision to extend probation shall not be subject to the grievance and arbitration procedure of this Agreement with the exception of the Union alleging a pattern and practice of regularly extending probation by the manager involved.
- B. During the probationary period, or any extension thereof, such employees may be disciplined or discharged by the Employer without such discipline or discharge being subject to the grievance and arbitration procedure set forth in this Agreement.
- C. Probationary employees shall not be subject to paid time off provisions of this Agreement nor provisions which require a longer period of service, but they shall be subject to the all other provisions of this Agreement unless specifically excluded. Newly hired employees are not eligible for benefits or the accrual of time off benefits during their probationary period except as provided for below. Upon successful completion of probation, seniority and PTO shall be calculated retroactive to the employee’s most recent date of hire. Employees shall become eligible for payment of PTO after completion of probation. Participation in health, dental, prescription and life insurance shall commence on the first of the month following the 60th day from the date of hire, provided the employee completes the enrollment process.
- D. Probationary employees shall be paid Holiday premium for any holidays worked in accordance with this Agreement, but shall not receive any Holiday pay for time not worked nor a compensatory day in addition to the Holiday premium in accordance with this Agreement if a recognized holiday falls within their probationary period, or any extension thereof.

ARTICLE VIII: GRIEVANCE AND ARBITRATION

- A. Should any difference arise between the Employer and the Union concerning the application or interpretation of the terms of this Agreement, the matter shall be handled in the following manner:

Step One:

The grievance shall be reduced to writing and be taken up by the aggrieved employee, accompanied by a Union Representative with the supervisor within five (5) calendar days after the occurrence of the grievance arose.

Step Two:

In case of failure to arrive at a decision in the first step within the five (5) calendar days of its submission referred to in Step One, the grievance shall be taken up by the Union Representative and the Executive Director within five (5) calendar days thereafter.

Step Three:

In case of failure to arrive at a decision in the second step within the five (5) calendar days of its submission to Step Two, the grievance shall be taken up by the Union Representative with the Vice President of Human Resources or his/her designee within five (5) calendar days thereafter. The Vice President of Human Resources or his/her designee will respond within ten (10) calendar days.

Step Four:

In the event that the Union and the Employer officials fail to settle the grievance in Step Three within thirty (30) calendar days after submission to Step One, the moving party shall then either submit the grievance to arbitration and give notice thereof in accordance with (c)(1) to the other party, or else the grievance shall be considered withdrawn.

- B. 1. By mutual agreement the parties may extend the time limits in any of the steps listed above. Any grievance not presented in accordance with the applicable time limits or other requirements in the steps listed above shall be automatically foreclosed and considered settled according to the last response given. Failure of the Employer to respond within the applicable time limit shall move the grievance to the next step.
2. Grievances may be investigated by Union Representatives. Investigation shall not interfere with staffing or resident care.
3. Union Representatives and employees participating in the grievance procedure shall do so on personal or unpaid time unless the meeting is scheduled during the Union Representatives and/or employee's scheduled work hours in which case the union representative and/or employee shall not lose pay for the scheduled hours.
4. The procedures herein provided for settling all complaints, disputes or grievances arising under the terms of this Agreement shall be the sole and exclusive remedy of the Union and the employees regarding matters covered by this Agreement and shall be used

to the exclusion of any other means available and such settlement procedures shall be (except to enforce, vacate or modify awards) in lieu of any and all other remedies, forums at law, in equity or otherwise, which will or may be available to the Union and employees under the terms of this Agreement. This shall not be construed as a waiver of any rights under the NLRA or any other State or Federal Agency with jurisdiction in the matter.

5. Per Article V of this agreement, there shall be no lockout, strike, slow-down, stay-in, interference or any suspension of work on account of the disposition of any grievances or any disputes or differences of opinion between the Employer and the Union or between the Employer and any employee.

6. Solicitation of residents for participation in the grievance procedure by the Union is prohibited.

C. Arbitration:

1. An arbitrable grievance is one concerning the interpretation, application or alleged breach of any specific provision of this Agreement that has been properly processed through the grievance procedure as set forth above and has not been settled at the conclusion thereof. An arbitrable grievance may be appealed to arbitration by serving a demand for arbitration upon the American Arbitration Association within thirty (30) calendar days after the time limits in Step Four of the grievance procedure, with a copy served upon the other party.

2. Any arbitration hereunder shall be conducted in accordance with the rules of the American Arbitration Association, subject to the provisions of this Agreement. No individual employee shall have the right to invoke this arbitration procedure.

3. The jurisdiction and authority of the arbitrator of the grievance and his/her opinion and award shall be confined exclusively to the interpretation of the provisions of this Agreement. He/she shall have no authority to add to, detract from alter, amend or modify any provisions of this Agreement, or to hear the merits of any grievance, which does not qualify as a grievance subject to the arbitration provision that is set forth in Paragraph 1 of this Section. He/she shall not impose on either party hereto a limitation or obligation not expressly provided for in this Agreement or establish or alter any wage rate or wage structure or interpret any Federal, State, civil or criminal statute or local ordinance when the compliance or noncompliance therewith shall be involved in the consideration of the grievance. He/she shall not consider any term or condition of employment or another matter not expressly set forth within the provisions of this Agreement which includes reasonable work rules promulgated under the Management Rights clause. The arbitrator shall not hear or decide more than one issue at any one time without the mutual consent of the Employer and the Union unless the grievance at issue directly relates to the same express provision or provisions of this Agreement and each were timely appealed to arbitration when the arbitrator was selected by the parties. The award and opinion in writing of the arbitrator on the merit of any grievance properly adjudicated within his/her jurisdiction

and authority as specified in this Agreement shall be final and binding on the Union, the Employer and the employees, subject to law.

4. The costs and expenses for the arbitrator shall be borne equally by the parties. The costs of records and transcripts of the arbitration proceedings shall be borne by the party requesting such records and transcripts. The fees and expenses of counsel and witnesses called by either party shall be borne by the party so calling the counsel or witnesses.

ARTICLE IX: UNION VISITATION AND INFORMATION

- A. The Employer will allow the Union President or duly authorized Staff Representative to enter on the Employer premises for the purpose of conferring at reasonable times with management or with individual employees. Such visitation is subject to securing prior approval from the Executive Director or Associate Resource Director (ARD) and provided the presence of such Union representative does not interfere with or disrupt the proper performance of any employee's duties or other functions of the Employer or its facilities. In each case, such Union representative shall first inform management to obtain approval for access and it is understood that he/she shall not be permitted to hold meetings with employees on Employer premises unless authorized by the Employer. Conferences with individual employees can be conducted only during the employee's break time either at a location in the facility designated by the Employer or on Company grounds.
- B. Once per month, the Employer agrees to notify the Union of all newly hired employees represented by the Union. Notification shall include the name, full address, telephone number, shift, unit assignment, employment status, number of hours weekly, effective salary rate, date of employment, and the hospital's designated employee identification number. Notice will also be given of change in professional status, termination/resignation, change in unit assignment or position, name change and leave of absence. In order to reduce waste, this information may be provided in a mutually agreed upon electronic format.

ARTICLE X: DISCHARGE AND DISCIPLINE

- A. The Employer shall have the sole and absolute right to discharge, suspend or discipline any employee for just cause. Just cause for discharge or other disciplinary action shall include but not be limited to:
1. Stealing from other employees, residents, the Employer or others.
 2. Reporting to work under the influence of drugs or intoxicants.
 3. Use, possession or sale of alcohol, drugs or intoxicants on Employer premises, which includes the parking lot.
 4. Leaving the shift or work area without proper notification to and approval from supervisor.
 5. Use of threatening or abusive language, profanity and/or physical aggression toward any individual on work premises, which includes the parking lot.
 6. Violation of work rules or safety rules.
 7. Insubordination to a supervisor.
 8. Willful destruction of property.
 9. Resident abuse as defined by the state and/or federal long term care regulations.
 10. Making of disparaging comments concerning the residents.
 11. Use and or possession of a weapon on Employer premises, which includes the parking lot.
 12. Falsification of work or time records.
 13. Harassment and/or discrimination against another employee on the basis of any classification protected by applicable federal, state and/or local law.
 14. Sleeping on the job or similar dereliction of duties.
 15. Excessive lateness or absenteeism consistent with the Employer's policies.
- B. The Employer and Union acknowledge that just cause exists whenever an employee commits any of the above-enumerated offenses. Any factual dispute as to whether one of these events occurred is subject to the grievance procedure provided in Article __ of this Agreement. The Employer shall have the right to determine, in its sole discretion, the appropriate form of discipline for each such offense. If the Employer chooses to impose discipline less than discharge for any particular occurrence of any such offense, that imposition of the lesser discipline shall not constitute a waiver by the Employer of its right to impose discharge for any subsequent occurrence of the same or similar offense. The above list is not exhaustive, and the Employer may treat other comparable offenses as grounds for immediate termination or lesser discipline as described above.
- C. The employee may request the presence of a Union representative at an investigatory meeting or other meetings likely to result in disciplinary action. If an investigatory interview with an employee is held, the date of that interview and the name of the union representative present shall be noted on the discipline. If a Union Representative is requested, the meeting shall take place within a reasonable timeframe that is mutually convenient.
- D. When an employee is involved in a State reportable incident, the Employer agrees to notify the affected employee directly.

ARTICLE XI: SENIORITY

- A. Seniority shall be length of continuous service with the Employer and shall apply, including but not limited to, for purposes of vacation selection, layoff and/or recall. Laid-off employees will retain recall status for one (1) year from the date of layoff.

At the end of the period noted above, employees will be dropped from the seniority roster.

- B. An employee's name will appear on the seniority list in the order of the date of their last employment by the Employer. After a new employee completes the probationary period, he or she shall be placed upon the seniority list.
- C. The Employer will determine the timing of layoffs, the number of employees to be laid off, and the selection of employees to be laid off. In determining the employees to be laid off and recalled after layoff, the Employer shall consider a variety of factors, primarily seniority and if necessary for operations the skills and ability to perform the necessary functions of the job, attendance and tardiness records, and any other relevant criteria.
- D. Loss of Seniority - An employee shall lose seniority for the following reasons:
1. Voluntary resignation.
 2. Discharge for just cause.
 3. Failure to report to work at the conclusion of an approved leave.
 4. Failure to report to work for three (3) days ("no call/no show")
 5. Failure to report to work after a layoff within five (5) days from a written notice of recall by certified mail, return receipt requested, sent by the Employer to the employee at his/her last address of record on file with the Employer. During any such interim period, the Employer has the right to use temporary employees.
 6. If employee does not return to work after suspension with no notification to the Employer, the employee shall be deemed to have voluntarily quit.

ARTICLE XII: LEAVE OF ABSENCE

- A. Employees may apply in writing at least 14 (fourteen) days in advance for an unpaid leave of absence for a period of up to 3 (three) months. If additional time is needed a request must be made in writing at least 14 (fourteen) days prior to the expiration of the existing leave. All such leaves are subject to approval of the Employer. Request will not be arbitrarily denied.**
- B. During such leave of absence, the Employee cannot work for any other employer. The Employee will be responsible for the entire cost of his/her health and dental insurance coverage.**
- C. The Employer will guarantee the same position provided the leave has not exceeded twelve (12) weeks in duration.**
- D. Only employees who are not eligible for FMLA or NJFLA leave because they have not been employed by UMC for 12 months and/or because they have not worked the requisite number of hours in the preceding 12 months and are not eligible for any other types of leave under any other Article in this CBA and/or UMC policy, shall be eligible for a leave of absence under this Article. If an employee is eligible for FMLA and/or NJFLA, they cannot take leave under this provision. An employee is only eligible for a total of 12 weeks of leave in a rolling 12-month period, whether under FMLA, NJFLA and/or this provision.**
- E. Nothing in this Article shall be construed as waiver or abridging of any employee's rights under federal FMLA, NJ FLA, NJ Earned Sick Leave, or any other federal or state law.**

ARTICLE XIII: WAGES

A. **Pay Day** -- The pay period for the Employer begins with the start of the first shift on Sunday and ends two weeks later at the close of the last shift which starts on Saturday. Employees will be paid bi-weekly on the Friday following the end of the pay period.

B. **Wages and Experience Recognition for Full Time and Part Time employees*:**

1. Such appropriate validated experience shall include all non-UMC experience which is directly related to the job the employee is performing. Credit shall be given for work experience as an RN.
2. RNs who previously were LPNs shall be credited with one (1) year of RN experience for every Two years of appropriate LPN experience.
3. For the term of the agreement, the new hires will be placed on the appropriate Experience Level in the following chart based on paragraphs 1 and 2 above provided no newly hired employee will have a higher rate than an existing employee with equivalent experience:

STARTING RATE CHART		
EXPERIENCE	PITMAN	BRISTOL GLEN
<1	\$35.00	\$37.00
1	\$35.50	\$37.50
2	\$36.00	\$38.00
3	\$36.50	\$38.50
4	\$37.00	\$39.00
5	\$37.50	\$39.50
6	\$38.00	\$40.00
7	\$38.50	\$40.50
8	\$39.00	\$41.00
9	\$39.50	\$41.50
10	\$40.00	\$42.00
11	\$40.50	\$42.50
12	\$41.00	\$43.00
13	\$41.50	\$43.50
14	\$42.00	\$44.00
15	\$42.50	\$44.50

4. Current Employees:

Placement on Rate Chart: Upon ratification, all current bargaining unit members will be assigned a new base rate depending on their experience, based on the Starting Rate Chart.

All employees will receive a minimum increase of \$1.50 over their current rate, regardless of how their current rate compares to the rate chart.

- i. Any employee whose current rate is less than the rates based on the Starting Rate Chart will be placed at the corresponding rate for their experience level. Longevity pay, if applicable will also be added.
- ii. For any employee whose current rate is greater than the rates based on the Starting Rate Chart will receive an increase of \$1.50 over their current rate. Longevity pay, if applicable will also be added.
- iii. For any employee who would receive an increase, based on the Starting Rate Chart, that is less than \$1.50, that employee will receive a total increase of \$1.50 over their current rate. Longevity pay, if applicable will also be added.
- iv. HPAE members shall be able to challenge their placement on the experience chart by presenting evidence of RN and/or LPN experience that they believe was not considered in their placement. This is a one-time opportunity and will expire 30 days after the employee is notified of their placement.

*** Definitions:**

Current Rate - Rate in effect pre-ratification

Starting Rate Chart - Chart above

C. Per Diem Employees

1. The base hourly rate for Per Diems at Pitman shall be \$42.50 per hour and at Bristol Glen shall be \$44.50 per hour for the term of the agreement.
2. Per diem employees on payroll as of the effective date of the increases (February 1, 2024 and February 1, 2025) shall be entitled to receive the same across the board increases as all other bargaining unit members.
3. Per Diem employees are entitled to receive the longevity differential, shift differential, weekend differentials and preceptor differentials at the same amounts and under the same conditions as Full Time and Part Time Employees as specified below.
4. Per Diem bargaining unit nurses are not entitled to any other wage or benefit (time-off, health insurance, etc.) unless specified in the agreement. Per Diem bargaining unit employees are entitled to all non-economic rights and terms and conditions of employment as enumerated in the Collective Bargaining Agreement unless specifically excluded in the agreement.

D. Longevity Differential

Employees shall receive a longevity differential for each year of continuous employment by UMC at the levels indicated below (each level is an additional \$0.50 – the following amounts are not cumulative). Employees eligible for longevity pay will have that amount added to their base rate as follows:

5 Years of Service	\$ 0.50 per hour
10 Years of Service	\$ 1.00 per hour
15 Years of Service	\$ 1.50 per hour
20 Years of Service	\$ 2.00 per hour
25 Years of Service	\$ 2.50 per hour
30 Years of Service	\$ 3.00 per hour

E. Annual Across the Board

Full time, part time, and Per Diem Registered Nurses will receive a 3.0% wage increase effective on February 1, 2024.

Full time, part time, and Per Diem Registered Nurses will receive a 3.0% wage increase effective on February 1, 2025.

F. Bonuses

In the event that the employer identifies the need for any bonus for bargaining unit members not specified elsewhere in this agreement, they shall notify the Union and, upon the Union's request, bargain regarding such bonus including but not limited to the amount and the conditions under which such bonus will be paid and the length of time over which such bonuses will be paid.

G. Shift Differential

1. **Evening Shift:** Any bargaining unit employee working the evening shift (2nd shift), not including time finishing from their scheduled day shift, shall receive a differential of \$1.00 per hour for all hours worked on the evening shift.
2. **Night Shift:** Any bargaining unit employee working the night shift (3rd shift), not including time finishing from their scheduled evening shift, shall receive a differential of \$2.00 per hour for all hours worked on the evening shift.

H. Weekend Differential

Any employee working a weekend shift from 6 AM Saturday to 6 AM Monday, shall receive a differential of \$1.50 per hour for all hours worked during that time period.

I. Preceptor Differential

A nurse who is assigned to provide orientation and mentoring to new employees shall be designated as a preceptor. A Preceptor Differential shall be paid for all hours worked in the capacity as a preceptor if designated by the Director of Nursing in writing to assist in the orientation and mentoring of a new employee. The Preceptor Differential shall be \$3.00 per hour. Employees who are in their probationary period or orientation shall not precept other employees.

ARTICLE XIV: HOLIDAYS

A. The following are recognized legal holidays:

New Year's Day
Martin Luther King Day
President's Day
Easter Sunday
Memorial Day
Independence Day
Labor Day
Thanksgiving
Christmas

- B. A holiday starts the beginning of the last shift of the day prior to the day being celebrated, i.e. Independence Day begins at the start of the last shift on July 3rd.
- C. An employee must be employed thirty (30) days prior to a recognized holiday in order to be eligible for holiday pay.
- D. Holiday pay for employees who work less than thirty (30) hours per week will be on a prorated basis. It will be based on the number of hours for which the employee is paid in the four (4) weeks prior to the week in which the holiday falls. To determine the holiday, pay the number of hours is divided by 20 (4 weeks x 5 days/week), i.e. employee was paid for 100 hours, $100 \div 20 = 5$. Therefore, the employee will receive holiday pay at his/her rate of pay times 5.
- E. Recognizing that our Communities must operate every day of the year and that it is not possible for all employees to be off on the same day, the Communities shall have the right, at its sole discretion, to require any employee to work on any of the holidays herein specified. However, the Communities agrees to distribute holidays off on as equitable a basis as possible.
- F. Full-time employees who work on a holiday will receive time and a half (1-1/2) for hours worked plus one day's pay. A compensatory day off may be selected in lieu of an extra day's pay. The day selected must be taken within thirty (30) days after the holiday. Employees who are not required to work the holiday will receive one day's pay. Work performed on Easter Sunday, Thanksgiving Day and Christmas Day will be paid at double time as well as one day's pay. To qualify for double time an employee must work each scheduled workday during the pay period in which these holidays fall or the double time pay will be forfeited.
- G. Eligible part-time employees, when they work on a holiday (other than Easter, Thanksgiving and Christmas which pays double time), will receive time and one-half (1 1/2) for holiday hours worked plus regular hourly pay for the holiday hours worked up to one shift.

- H. Unless otherwise excused, (approved Paid Time Off day, jury duty), an employee must work his/her scheduled shift the day before and the day following a holiday in order to receive holiday pay. An employee who provides a physician's note indicating illness on the scheduled work day before or after a holiday will be paid holiday pay. Employees who are scheduled to work a holiday and are absent on that day may be required to present a note from a physician, indicating illness on that date in order to be eligible for PTO and holiday pay.
- I. Arrangements may be made with the Executive Director for employees wishing to observe other religious holidays. Requests must be made one week prior to the desired holiday. A total of three holidays may be substituted in lieu of three of the above recognized holidays.
- J. An approved holiday falling within a vacation period shall not be considered to be a PTO day.
- K. 1. **Holiday Determination** - For departments with five-day-a-week operations, such as administration, Monday through Friday:
 - a) Holidays falling on a Saturday will be observed on Friday.
 - b) Holidays falling on a Sunday will be observed on Monday, with the exception of Easter Sunday which shall be observed on Good Friday.
- 2. **Department Operations** - For departments with seven-day-a-week operations, the holiday will be the calendar day on which it falls. Employees will be paid based on the day the holiday is observed in the department in which they perform their services.
- L. The scheduling of work on Easter Sunday, Thanksgiving Day, Christmas Day and New Year's Day will be on the basis of seniority with senior personnel having the option to work or not to work. However, all employees may be required to work on two (2) of the aforementioned four (4) holidays each year.

In order to request a holiday off, an employee must submit such request to his or her supervisor no later than four weeks or no sooner than three (3) months in advance of the holiday. If multiple employees request the same day off, and management cannot accommodate all such requests, employees will be given that holiday off on a seniority basis.

ARTICLE XV: PAID TIME OFF

UMC recognizes that its employees have various personal responsibilities and need vacation time away from the job in addition to recognizing that employees have personal and family illnesses and injuries. So that employees can feel comfortable with taking time off when needed, the Paid Time Off policy is available as noted below. Paid Time Off includes any and all reasons for absences, i.e., a day to go to the beach, two weeks to visit relatives, time to take care of a child with a sore throat, personal illness, etc. Policies regarding Jury Duty, Holidays, FMLA and Bereavement are applicable if the nature of the absence falls into one of these categories. This policy applies to all eligible employees. Up to forty (40) hours of PTO can be used as sick time each year in accordance with the guidelines of the NJ Earned Sick Leave Law.

- A. **Accrual:** Employees accrue PTO time per the following chart. Paid Time Off credit is accumulated according to hours paid with the exception of extended bank (see paragraph O below) hours if any.

<u>Anniversary Date*</u>	<u>Accumulator (for each hour worked)</u>
Date of Hire to 4 th anniversary	.0731
4 th anniversary to 10 th anniversary	.0923
10 th anniversary plus+	.1115

*Any employee who is at a higher level of accrual based on the prior system, shall have their current accumulator grandfathered.

Example (uses an employee who works an average of 40 hours per week over all 52 weeks of a year:

<u>PTO Accumulator</u>		<u>Hours Paid</u>	<u>PTO</u>
.0731/hr	x	2080	152 hrs. (19 - 8 hr. days)
.0923/hr	x	2080	192 hrs. (24 - 8 hr. days)
.1115/hr	x	2080	232 hrs. (29 - 8 hr. days)

- B. **Eligibility:** An employee is eligible to use Paid Time Off upon accumulation. An employee starts to accumulate PTO with his/her date of hire but cannot use PTO until completion of probation per Article VII.
- C. **Requests:** In fairness to co-workers, employees will give as much notice as is possible whenever time off is needed. Requests for approval for PTO other than illness or injury or otherwise falling under the NJ Earned sick leave law must be submitted electronically through the then current system. All other requests for PTO of five (5) days or more may be requested up to twelve (12) months in advance. All other requests for PTO of less than five (5) days may be made up to three (3) months in advance but no less than two (2) weeks in advance, unless exceptional circumstances exist. For requests made three or more months in advance, the supervisor will respond two weeks from the request. For requests made less than three months in advance the supervisor will respond within 72 hours of the request. The Employer reserves the right to deny requests for PTO based on business or staffing needs. If an employee's time off request for more than one week is approved in advance, but the employee does not have sufficient time off available at the

time the employee was approved to take off, the employee will not be permitted to take more than one week off unless the retraction would create a hardship for the employee.

Requests will not be arbitrarily denied.

An employee working in a position that requires the employee to work every other weekend (those shifts commencing at or after 6 AM Saturday and ends at or after 6 AM on Monday) will be permitted to take up to 6 weekend days of PTO each fiscal year provided the employee has actually accumulated sufficient PTO to cover such time off. These days do not have to be made up.

Employees may be relieved of additional weekend shifts provided that employee arranges the coverage. Requests must be submitted in writing to and approved by department head. Requests will not be arbitrarily denied.

Time off will be granted for no more than one position per shift per weekend (those shifts commencing at or after 6 am Saturday and ending at or after 6 am Monday). Additional requests for time are subject to the prior approval in writing by the Department Head and will require the individual to secure his or her own replacement.

Paid Time Off will be granted on a first come first serve basis. If two requests are received at the same time (submitted within 48 hours of the first submitted request) for the same time period, the employee with more seniority will receive first consideration.

Paid Time Off is scheduled so as not to jeopardize the operation of any function.

- D. **Recording:** Paid Time Off accrual and usage will be recorded on the employee's pay stubs.
- E. **Holidays during PTO:** If an approved holiday falls during Paid Time Off, it shall not be considered to be a Paid Time Off day and it will be paid as a holiday not worked.
- F. **Time Qualifying for PTO Payment:** An employee will be paid PTO only on scheduled workdays. For example, an employee not scheduled to work on Wednesday will not be paid for Wednesday. An employee will not be paid PTO time for more than one shift per day.
 - 1. Any time off that an employee takes for which the employee would normally be scheduled will be deducted from the employee's PTO account with the following exceptions:
 - a) An employee cannot use PTO time to satisfy "notice time" when voluntarily leaving the Communities' employ (paragraph K below);
 - b) If an employee failed to give at least two hours' notice before the start of the employee's shift unless it is non-foreseeable in accordance with the NJ Earned Sick Leave Law;

c) Should the employee have an illness/injury that would exhaust the employee's PTO account, at the employee's discretion, the employee may request to retain the equivalent of one week of the employee's scheduled hours in their PTO account (e.g., a 4 day/ week employee may retain 4 days); and

d) Employees will be required to use their PTO or Extended Bank time while on approved FMLA leave in accordance with applicable law.

G. Returning after Illness/Injury: In the event an employee is absent (illness/injury) for three (3) consecutive days or more, UMC will require a statement from the employee's physician (or NP or PA) that the employee is permitted to return to work, or the employee shall submit to a health examination by the Communities' Medical Director or designated physician.

1. State short-term disability will be applied for as soon as the employee is aware of an extended illness. Employees may use accrued PTO to supplement Disability payments in order to maintain their normal income.

H. Excess Accumulation: Paid Time Off which is accumulated by the end of the first pay period in November of each year and which is in excess of 224 hours will be compensated automatically one for one for a maximum of twenty (20) hours and will be paid in the second pay period in November. Any time remaining after the payout will be carried forward.

I. Option to Cash Out: An employee wishing to cash out PTO hours must submit a "PTO Cash Out Form" to the Associate Resource Director (ARD). Checks will be issued on the payday for the pay period during which the request was received. Up to forty (40) hours may be cashed out in a calendar year for employees scheduled for twelve (12) hours or more per week. Requests for pay out must be in minimum increments of ten (10) hours and an employee's PTO account must have at least forty (40) hours after each pay out. Under extreme circumstances, additional hours may be granted upon approval of the Vice President of Human Resources.

J. Standard Time Off: Scheduled hours are the number of hours per week for which an employee is hired to work or the latest number of hours which appear on an employee's official record (status change notice). For example, Full Time nurse scheduled hours are 32 hours per week and 1,664 hours per year.

Standard Paid Time Off - is the number of scheduled hours multiplied by the factor associated with an employee's hours of service. Therefore, the Standard time off for Full time (32 hours/week) employee:

Prior to fourth Anniversary is 121.6 hours (1,664 x .0731)

Between fourth and tenth Anniversary is 153.6 hours (1,664 x .0923)

After tenth Anniversary is 185.5 hours (1,664 x .1115)

- K. **Termination** - If an employee provides proper notice - which is two (2) weeks, the employee will be paid his/her accumulated Paid Time Off up to a maximum of 1.25 times Standard Paid Time Off. If proper notice is not provided, or if an employee is terminated for willful misconduct, unused PTO will be forfeited.

For example (all examples assume proper notice has been given):

<u>Annual Paid Time Off</u>	<u>Maximum PTO Paid at Termination</u>
121.6 hours	152 hours
153.6 hours	192 hours
185.5 hours	232 hours

- L. **Deceased Employees:** The accumulated Paid Time Off of deceased employees will be paid to their estate and treated as voluntary termination.
- M. **Extended Bank (employees hired prior to 1998)** - if an employee has sick hours accumulated prior to 12/31/97, there may be an "extended bank" which may be used for personal illness/injuries which are documented by a physician and which are at least five (5) consecutive calendar days in duration.
1. Upon the 6th day of illness/injury the extended bank will be available.
 2. Each period of illness will be considered separately under this policy. Once an employee returns to work, the process begins again . . . PTO time, then extended bank. "Extended bank" may only be used for scheduled days.
 3. Special circumstances: upon completion of three (3) treatments for an illness/injury, i.e. kidney dialysis, chemotherapy, etc. an employee, upon approval of the Vice President of Human Resources, may access the extended bank immediately; the employee will not need to wait five (5) consecutive days. Proper documentation will be required.
 4. An employee will not accumulate PTO time when the employee is using his/her extended bank.
 5. The extended bank has no monetary value upon termination or reduction of hours to "on-call".

ARTICLE XVI – *Intentionally left blank for future use.*

ARTICLE XVII: BEREAVEMENT LEAVE

- A. After three (3) months of employment, an employee will suffer no loss of scheduled regular straight time pay as noted below in the event of death in the immediate family. The immediate family is defined as spouse, child, step-child, brother, sister, mother, father, stepparent, grandparent, grandchild or mother or father of a living spouse or spouse of a living child, or domestic partner. An employee will be permitted to take up to four (4) scheduled workdays off for bereavement without loss of regular straight time pay. Part-time employees are entitled to up to four (4) scheduled workdays off within a seven (7) calendar day period – the initial time shall be paid as bereavement leave prorated from four days based on hours worked over the previous calendar quarter – the remainder of the four days shall be deducted from the employee's PTO bank. In the event that an employee has the death of a family member not previously mentioned, the Employer agrees to make every reasonable accommodation to approve available PTO, or time off without pay, so that the employee can attend the deceased's services. Employees may request to use PTO for additional bereavement days if needed and approval will not be unreasonably denied.

- B. The Employer reserves the right to require proof to verify the use of the bereavement leave in connection with the death in the immediate family.

ARTICLE XVIII: HEALTH INSURANCE

- A. The employer will pay 70% of the premium and employees will pay 30% through payroll deductions.
- B. As long as allowable by the UMC health plan, the employer will contribute to each covered employee’s HSA as follows based on years of service to UMC (date of hire):

Years of Service	Single Annualized	Single per paycheck	Dependent Annualized	Dependent Per Paycheck
<1	\$ 0	\$0	\$0	\$0
1	\$500	\$19.23	500	\$19.23
2	\$1,300	\$50.00	1,300	\$50.00
3	\$1,300	\$50.00	1,500	\$57.69
4	\$1,300	\$50.00	1,700	\$65.38
5	\$1,400	\$53.85	2,000	\$76.92
6	\$1,400	\$53.85	2,150	\$82.69
7	\$1,400	\$53.85	2,300	\$88.46
8	\$1,400	\$53.85	2,450	\$94.23
9	\$1,400	\$53.85	2,600	\$100.00
10	\$1,500	\$57.69	2,750	\$105.77
11	\$1,500	\$57.69	2,900	\$111.54
12	\$1,500	\$57.69	3,050	\$117.31
13	\$1,500	\$57.69	3,200	\$123.08
14	\$1,500	\$57.69	3,350	\$128.85
15	\$1,875	\$72.12	3,750	\$144.23

- Completed years of service for purposes of this calculation is consecutive years of service.
- Completed years of service for the current plan year will be full completed years from date of hire through 1/31/2023. Members will begin to receive the appropriate new amount per pay period starting the pay period beginning 1/29/2023. Every member will receive the greater of their present UMC HSA contribution and the applicable amount from the chart above.
- If a member changes coverage to/from single to/from dependent their UMC HSA contribution will change in the pay period when the coverage change is effective.
- For subsequent plan years the full completed years of service will be calculated as of December 31st of each year and will apply for the entire following plan year. Contributions will not change during the plan year except if the type of coverage (single or dependent) elected changes.

ARTICLE XIX: RETIREMENT SAVINGS PLAN

- A. Each employee will be permitted to make voluntary pre-tax contributions to the plan up to the IRS maximum for that year. The Employer will match 100% of those voluntary contributions up to a maximum of 4.0% in total eligible compensation.
- B. The Plan documents govern all aspects of the Plan including, but not limited to: investments, eligibility for participation, loans, payment of benefits and contributions to individual accounts. As such, the Plan documents will govern any difference, which may arise regarding the operation of the Plan.
- C. The Employer has an auto enrollment process for newly hired non-probationary employees. The default enrollment will be set by the plan unless the employee opts out or elects to change contribution amounts.

ARTICLE XX: HOURS AND OVERTIME

- A. Hours of employment shall be determined by the Employer. The basic work week for all bargaining unit employees of four (4) days per week at eight (8) hours per day for a total of thirty-two (32) hours per week.
- B. For all employees time and one-half (1/2) the employee's regular straight time pay being paid for hours worked in excess of eight (8) hours per day or forty (40) hours per week. Employees who are regularly scheduled to work a ten (10) hour shift shall not be entitled to daily overtime after eight (8) hours worked in a day, but only after ten (10) hours worked in a day. Employees who are regularly scheduled to work a twelve (12) hour shift shall only be entitled to overtime after twelve (12) hours worked in a day.
- C. At all times 4 weeks of work schedule (2 pay periods) will be posted. Each pay period will be posted 14 days in advance of the start of that pay period. The four week schedule will be physically posted in an appropriate location for Bargaining Unit members to readily review or readily accessed electronically.
- D. Employees who are scheduled to work every other weekend and call out on a weekend shift on their normal weekend to work, will automatically be scheduled to work the following weekend, or on another weekend if, in management's sole discretion, business and staffing needs so require. Notification of need to make-up a missed shift will be discussed with the employee no later than 5 PM on the Tuesday following the missed shift. Management will make reasonable efforts to accommodate the employee's preference of date for the make-up. For purposes of this provision, the weekend is defined to start at 6 am Saturday and end at 7:00 a.m. on Monday.
- E. Work Preference for Bargaining Unit Employees

Preference for all available bargaining unit work and time shall be given to bargaining unit employees over any other individuals.

A non-bargaining unit employee shall be pulled, reassigned, cancelled, or transferred before bargaining unit employees.

Except for occasional assistance and training, and in unforeseen emergency circumstances that would otherwise require mandatory overtime of bargaining unit personnel, supervisors/managerial staff shall not perform the work customarily performed by bargaining unit employees. This provision shall not apply when such supervisors/managerial staff are providing meal and/or break coverage.

F. Extra Shifts and Last Minute Needs

Posting of Extra Shift availability – Following the posting of the schedule per paragraph C above, the employer will electronically post all open shifts to allow employees to make themselves available for those shifts the Overtime rules below shall apply to offers to cover these shifts.

G. Overtime

1. The daily overtime requirements of the Employer will be filled by the Employer in any manner including but not limited to the use of part-time employees, referrals from agencies as well as full-time staff personnel with preference to bargaining unit employees as provided in E above.
2. The scheduling requirements of the Employer to cover its needs for employees on vacation or other long-term unavailability may be filled by the Employer by using individuals on a non-overtime basis. In the event it becomes necessary to schedule other employees, such coverage under these circumstances will be filled on the basis of seniority, provided that the employee's job performance remains satisfactory and effective. All employees may be required to work a reasonable amount of overtime including but not limited to work on any of the holidays noted in Article XIV.
3. Overtime which is properly authorized in advance by your Department Head will be paid at the rate of one and one-half (1 1/2) times the regular hourly rate for all hours worked in excess of eight (8) per day or forty (40) per week.
4. For purposes of computing overtime, credit shall be given for hours worked only. Time off for Paid Time Off or any other time off with pay with the exception of a paid holiday will not be considered time worked and will not be included when computing overtime.

H. There shall be no pyramiding of overtime.

- I. The Employer currently uses scheduling software designed to facilitate the filling of open shifts. Where there is an open shift, it will be filled with a full-time, part-time and per diems, in that order, with preference given to employees who will not incur overtime. Seniority will be used in assigning open shifts where skills and ability are relatively equal. It is agreed that the employer will attempt to schedule overtime to employees on a rotating basis so that is distributed as equitably as possible.
- J. If at any time the Employer ceases to use scheduling software to fill open shifts the Employer agrees to meet with the Union and work toward a reasonable solution as to how open shifts will be filled.
- K. The employer will abide by N.J.S.A. 34:11-56a31 et seq. Mandatory Overtime Restrictions for Health Care Facilities and the accompanying regulations as well as any additional State or Federal Law addressing this issue.
- L. Shift Rotation: There shall be no involuntary rotation of shifts for Full Time and Part Time employees.

ARTICLE XXI: CLOTHING

- A. The Employer will provide work clothing for all bargaining unit employees. The work clothing will be laundered, cleaned and maintained by the employee. Such clothing will be returned to the Employer in the event the employee ceases to be employed by the Employer.
- B. Four (4) uniform shirts and pants will be provided annually to those employees regularly scheduled to work four (4) or more days per week. Three (3) uniform shirts and pants will be provided annually to those employees regularly scheduled to work three (3) or fewer days per week.
- C. Slip Resistant Shoes - Each bargaining unit member will be provided one pair of slip resistant shoes each contract year. If a bargaining unit member wishes to purchase their own slip resistant shoes, the Employer agrees to reimburse the bargaining unit member up to \$45.00 each contract year, provided that the receipt of purchase is submitted to the Employer.
- D. RN Uniforms: The parties will work together and make reasonable efforts to identify a substitute RN Uniform within six months of ratification that will provide for employee comfort, a professional appearance (eg. not show stains), and have pockets for carrying supplies, equipment, meds, etc.

ARTICLE XXII: MISCELLANEOUS

Part-Time Employee Benefits:

Part-time employees will receive on a prorated basis the following benefits only:

1. Holidays
2. Bereavement Leave
3. Paid Time Off (PTO)
4. And as otherwise provided in this agreement.

ARTICLE XXIII: BULLETIN BOARD

- A. The Employer will provide a secure locked box bulletin board in the employee lounge for use by HPAE for Union notices concerning official business of the Union.
- B. All posted notices shall be clearly identified as Union notices concerning Union business and activities. The notices shall be approved by the President of the Local and shall be submitted to the Executive Director or his/her designee prior to posting.
- C. Notices to be posted shall not be offensive or otherwise inappropriate and shall be confined to matters dealing with the welfare of employees.

ARTICLE XXIV: SEPARABILITY

- A. This Agreement is subject to the provisions of all present and future Federal and State laws and regulations insofar as they may apply to, change or amend any of the provisions of this Agreement.
- B. If any part of this Agreement is held to be in violation of any Federal or State law, the provisions held to be invalid shall be of no force and effect, but all of the other provisions of this Agreement shall continue to be binding on the parties hereto.

ARTICLE XXV: FULLY BARGAINED PROVISIONS

- A. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within collective bargaining, and that the understandings arrived at after the exercise of that right are set forth in this Agreement. Therefore, except where applicable law requires effects bargaining, the Employer and the Union agree that during the life of this Agreement, neither party shall be required to negotiate with the other party on any matter. The express provisions of this Agreement for its duration, therefore, constitute the complete and total Agreement between the Employer and the Union with respect to rates of pay, wages, hours of work and other conditions of employment.
- B. It is further agreed that this Agreement can only be added to, detracted from, altered, amended or modified by a document in writing, signed on behalf of the parties hereto, by their duly authorized representatives.

ARTICLE XXVI: ORIENTATION

The Employer will allow the Union representative time with new hires after Employer orientation is completed. During orientation, the Employer will hand out dues check off cards, a copy of the Collective Bargaining Agreement and Union benefit forms. The Employer will periodically email to the Union a new hire list with the date of orientation for the new hire(s) as provided in Article IX. The Employer agrees to notify the Union when orientations are scheduled.

ARTICLE XXVII: HEALTH AND SAFETY

A. Parties' Obligations

1. The Employer will observe and comply with all local, state, and federal health and safety laws and regulations, and will make its best efforts to provide and maintain a safe and healthy workplace.
2. The Union will cooperate with the Employer in ensuring that employees adhere to safety policies, procedures, and regulations.
3. Employees shall receive appropriate in-service training on new safety equipment, devices, and materials.

B. Joint Health and Safety Committee

1. The Union may appoint one bargaining unit employee representative *per facility* to participate in the joint Health and Safety Committee currently in existence at Bristol Glen and Pitman. The Committee currently meets monthly and as deemed necessary.
2. The Union and the Employer shall submit an agenda to the other party at least one (1) week before the monthly meeting. The Committee meetings will be chaired by an Employer representative.
3. 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. The Employer will make every reasonable effort to provide coverage or scheduling so that members may attend the meetings.
4. The committee shall have the right to develop health and safety training programs for staff, conduct walkthroughs of the facility to identify hazards, review data e.g. OSHA Logs, police reports, etc.), investigate health and safety problems, and identify remedial actions.

C. Safe Patient Handling

The Committee shall periodically review the current safe patient handling policy and program.

ARTICLE XXVIII: LABOR-MANAGEMENT COMMITTEE

The Union and the Employer agree to the creation of the Labor/Management Committee to consist of no more than four (4) members, two (2) of whom shall be designated by the Employer and two (2) by the Union. The committee shall meet quarterly at a time mutually set at the beginning of each year (additional meetings shall be scheduled at the request of either party) to discuss pertinent issues and concerns of the Employer and the employees. Employees who miss time from work in order to attend such meeting shall suffer no loss of pay up to a maximum of two hours. The Union and the Employer shall submit agenda items to the other party at least three (3) business days prior to the scheduled meeting(s).

ARTICLE XXIX: JOB POSTING AND TRANSFERS

In the event the Employer attempts to permanently fill a bargaining unit job, open shift that is vacant, or creates a new job in the bargaining unit, the Employer shall post such job vacancies for ninety-six (96) hours on the Employer bulletin board. If more than one bargaining unit employee bids on the position, the position shall be awarded to the bargaining unit employee with the greatest seniority provided the skill, ability and performance of the employee to perform the work are relatively equal. The successful applicant must perform the job to the satisfaction of the Employer within ninety (90) calendar days after the date such position has been filled. The employee may return to the employee's former position, if available and with management's approval within the ninety (90) day period.

Any employee with a disciplinary suspension or final written warning in the preceding twelve (12) months is ineligible to apply for any posted position.

ARTICLE XXX: CONTINUING EDUCATION - EDUCATIONAL ASSISTANCE

Educational Opportunities

A. Tuition Reimbursement:

Pays essentially for degree credits. Application must be completed and approved by management prior to the start of the class. The class/program applied for by the employee must substantially increase the employee's job-related skills and/or provide for an opportunity for the employee to acquire another position within UMC. Reimbursement for classes is made directly to school and can include cost of books, fees, but not insurance.

Requirements: An employee must be employed a minimum of six months of at least 24 hours/week prior to the first day of class.

The following applies to tuition reimbursement:

- Participants must reapply every fiscal year.
- Employee must maintain a C average for undergraduate courses and a B average for graduate courses. Employer will not pay for a repeat of a course that has a failing grade, nor will the employee be eligible for reimbursement for one year if the employee fails more than one course in a semester. The Employee Services Director must be provided with a transcript of grades immediately upon receipt and prior to receipt of subsequent reimbursement.
- Application cannot be received less than 60 days prior to the last day of registration of each semester but no sooner than 90 days before final registration date. Applicant will be notified no later than 30 days prior to the last day of registration.
- The amount of educational assistance that is reimbursed each fiscal year is determined annually by the annual corporate budgetary process.

C. RN License Renewal:

The Employer agrees to reimburse RNs for their license renewal fees.

- D. The parties agree that HR-21 as exists at the time of execution of this agreement is incorporated by reference herein, and which policy shall govern in the case of any conflict with the language of this provision.

ARTICLE XXXI: PHYSICAL EXAMINATION

- A. In accordance with NJ A1576, unless amended or repealed, an annual influenza program is now required. The Employer will implement the program in accordance with NJ A1576.
- B. The Employer will cover the cost of any physical examination, testing or vaccinations that are required by the Employer.
- C. Should the employee be susceptible (seronegative) to hepatitis B and other work place related contagions, the employee will be notified. The Employer will provide the susceptible employee with the vaccination, if required by the regulatory agency. Should the employee prefer to obtain this service from his/her family physician, it will be at the employee's expense.

ARTICLE XXXII: BREAKS

- A. Employees who work eight (8) hours or more hours per shift are entitled to one-half (.5 hr) unpaid meal break and one 15-minute paid break.
- B. Employees who work more than four (4) hours but less than eight (8) hours per shift are entitled to one 15-minute paid break.
- C. If employees are forced to have an interrupted meal break, they shall notify the supervisor and have it rescheduled, if possible, or be paid for the entire meal period at the employee's option. If staffing does not allow a break or the necessary licensed coverage is not provided, the employee shall be paid for the time worked.

ARTICLE XXXIII: UNION REPRESENTATIVES

- A. Union Representatives shall be the last to be laid off within their full time or part time classification and if reasonably able to perform the work.
- B. The Union shall furnish the Employer with the name of the Representatives, which shall be supplemented from time to time as necessary.
- C. Full time and part time Representatives shall be entitled to two (2) days of leave in each calendar year without pay based upon their shift hours for Representative training and education. The Union must notify the Employer at least two (2) weeks in advance of such meetings. The Representatives must, upon returning from the leave, present the Employer with written evidence from the Union that the Representative has used the leave for the purposes for which the leave was intended.

ARTICLE XXXIV: TERM OF AGREEMENT

This Agreement shall become effective upon the signing hereof and shall remain in full force and effect as of February 1, 2023 up to and including January 31, 2026 and shall automatically renew itself from year to year thereafter unless written notice to amend or terminate this Agreement is given by either party to the other not less than sixty (60) prior to its expiration.


**Health Professionals and Allied Employees,
AFT/AFL-CIO:**


Deborah White RN, President HPAE

Melissa Battista, Negotiating Committee
Member



Madelein Duran, Negotiating
Committee Member


Rhonda Hofstrom, Negotiating Committee
Member


Sharon Matco, Negotiating Committee
Member


Jennifer Miller, Negotiating Committee
Member

Date: March 31, 2023

United Methodist Communities:


Mark Lenhard, President and CEO


David Glenn, VP Human Resources

Date: 3/16/2023