

Agreement

between



**Health Professionals
and Allied Employees**
HPAE/AFT-AFLCIO

and

The Bergen New Bridge Medical Center

Registered Nurse and Non-Nursing Professional
Bargaining Units

June 1, 2025 - May 31, 2028

PREAMBLE

This Agreement is made on this 1st day of June **2025**, by and between the Bergen New Bridge Medical Center, LP, in Paramus, New Jersey, hereinafter referred to as the "Hospital" or the "Employer"; and the Health Professionals and Allied Employees, AFT/AFL-CIO (HPAE), hereinafter known as the "Union" which has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment.

WITNESSETH

WHEREAS, it is the desire, intent and purpose of the parties hereto that this Agreement shall provide for improved patient care through the maintenance of high standards of nursing; and

WHEREAS, it is also the intent of the parties that this Agreement shall make the provision for the terms and conditions of employment to be observed between the parties hereto in order that good employer-employee relations will continue to exist;

NOW, THEREFORE, in consideration of the promises, covenants, undertakings, terms and conditions herein contained, it is hereby mutually agreed by and between the parties herein as follows:

ARTICLE 1: RECOGNITION

1.1 Registered Nurse Bargaining Unit

The Employer recognizes the Health Professionals and Allied Employees AFT/AFL-CIO (HPAE) as the exclusive representative of all the full time, part time and per diem Registered Professional Nurses employed by the Employer including Graduate Nurses, Registered Nurses, Instructor of In-Service Nursing, Coordinators of Utilization Review, Coordinators of Infection Control, Clinical Specialists, Advanced Practice Nurses or any other non-supervisory or non-managerial classification requiring an R.N. license with respect to salary, hours of work and other terms and conditions of employment within the meaning of the National Labor Relations Act.

1.2 Non-Nursing Professional Bargaining Unit

The Employer recognizes the Union as the sole and exclusive bargaining representative for the purpose of collective bargaining concerning wages, hours, and working conditions for all non-nursing professional employees employed at the Hospital and excepting therefrom, managerial, confidential and supervisory employees within the meaning of the National Labor Relations Act. This unit includes the following job titles and any new titles in use during the term of this agreement:

Art Therapist
Audiologist
Bachelor of Social Work
Clinical Psychologist

Family Counselor
Medical Librarian
Medical Social Worker
Mental Health Counselors
Mental Health Specialists
Music Therapist
Occupational Therapist
Pharmacist
Physical Therapist
Psychiatric Social Worker
Recreation Therapist
Speech Therapist
Substance Abuse Counselor
Access Center Specialist
Addiction Counselor
Certified Alcohol and Drug Counselor
Licensed Certified Alcohol and Drug Counselor

Section 2 - Senior Titles

The union and employer recognize that the senior titles have been phased out. In the event they are to be reestablished, employer and union will negotiate the impact and terms.

ARTICLE 2: UNION NOTIFICATION

- 2.1 A. The Union shall be notified at the Employer's earliest convenience not to exceed ten (10) working days exclusive of Saturdays, Sundays and holidays, of any and all proposed new rules, policies, procedures and/or modifications of existing rules, policies and procedures governing working conditions. Information or changes will be disseminated to bargaining unit employees in a uniform manner in all applicable units and divisions. Should there be a question regarding a change, the Union can request a meeting with the Human Resources Department within 48 hours of the initial notification.

B. Non-Nursing Professional Bargaining Unit Only:

The Employer will notify the Union immediately, in writing, of policy decisions involving a change in *assignment* or work conditions of employees covered under this Agreement, partial or total closure, or termination of any facilities or operations or a consolidation or a partial or total relocation or removal of any facilities or operations.

- 2.2 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.

- 2.3 Newly-hired employees shall be advised by the Recruiter that bargaining unit employees are represented by the Union for all terms and conditions of employment. Management shall notify the Union President and the membership chairperson annually of each hospital-wide orientation program. The membership chairperson or designee shall have up to thirty (30) minutes to meet with all new bargaining unit employees during the first day of the orientation. This up to thirty (30) minute period of time shall be pre-arranged by management and not occur during the new employee's lunch or break time(s).

2.4 Bulletin Boards:

The Employer will provide the Union with bulletin boards (36" x 36") so that the Union can communicate with the employees that it represents. These bulletin boards shall remain where located in front of the Nursing Office of Building 6 and Building 14 adjacent to Room E-115. A glass enclosed bulletin board will be located in the main corridor of the basement of Building 8 near the cafeteria. They will be conveniently located but will not be placed so as to interfere with patient care. Such bulletin boards will be identified "For HPAE" and will be for their exclusive use.

The Union agrees to utilize good taste and exhibit professionalism in the use of bulletin boards in public areas. No material shall be posted which contains profane or obscene language or which is denigrating of the Hospital or its representatives and employees.

2.5 Negotiations:

Time for negotiations will be mutually agreed upon by the Union and the Employer. Seven (7) Registered Nurse Bargaining Unit members and three (3) Non-Nursing Professional members of the Union's negotiations committee shall be considered on duty while attending negotiations and shall receive their customary rate of pay.

For the members from the Registered Nurse Bargaining Unit, no more than one member per unit/shift may be considered on duty while attending negotiations. This restriction shall not apply to the members of the union's Executive Board as established prior to commencement of negotiations if it does not create an undue hardship to patient care.

For the Non-Nursing Professional Bargaining Unit, the employer may limit employees released from his or her duty for participation in collective negotiations to no more than one (1) employee from a department, if release of more than one (1) employee would cause the employer a staffing hardship in the department.

2.6 Union List:

The union will annually furnish to the Senior Vice-President, Human Resources a current list of union representatives, their unit or department and shift, with current phone contact numbers at least once per year and when there are changes in said list throughout the year.

2.7 Union Mailbox

The employer shall provide a physically accessible locked mailbox of approximately twelve (12) inches by nine (9) inches by four (4) inches in dimension which will be clearly identifiable to be located in the LTC conference room on 8-3 and in BHS next to the Union's Bulletin Board. All correspondence sent to the Union from either outside or inside the Medical Center shall be placed in this box. No one other than union officers shall have a key or other access to the contents of this box.

2.8 Union Business; President

The Union President shall be permitted one (1) day per week for three hours every Friday with pay for conducting Union business. The President shall have the right to designate any of the Union officers and/or local representatives as a substitute for the President/Chairperson under this section. All time under this section shall be counted as hours worked for overtime pay, seniority and benefit accrual purposes.

ARTICLE 3: LABOR MANAGEMENT MEETING

- 3.1 A committee composed of three members from the Union and three members from the Hospital will meet to discuss issues considered important by either side which are not current grievance issues. Meetings will occur on a quarterly basis, provided an agenda is submitted by the Union or the Hospital in advance.

Such meeting shall be attended by such representatives of the parties as each deem useful to the discussion. The agenda and names of committee members will be submitted no less than one week before the scheduled meeting.

Meetings will be scheduled during normal business hours. Employees on duty will be released to attend such meetings without loss of pay; this includes up to one-half hour spent in meeting preceding the Labor-Management meeting. Management will prepare the minutes of the meeting and supply a copy to the Union within fifteen (15) workdays of the meeting. The minutes will be approved and amended at the next Labor-Management meeting.

The Vice President of Human Resources or his/her designee and an HPAE representative will be considered to be ex-officio members of this committee.

ARTICLE 4: EMPLOYEE RIGHTS AND STAFFING

- 4.1 The Employer hereby agrees that every bargaining unit employee subject to this Agreement shall have the right to freely organize, join and support the Union and its affiliates for the purpose of engaging in collective negotiations, as well as the right to refrain from the above-described activities, and that bargaining unit employees shall continue to be treated with dignity and respect.
- 4.2 Bargaining unit employees shall have the right to work in an adequately staffed environment. The hospital shall establish and maintain a patient acuity system for the purpose of determining the health care needs of the patients. Patient acuity and the methodology of the acuity system shall be available, upon request, to bargaining unit members or the union.

- 4.3 The effectiveness of the acuity system shall be reviewed regularly by the Quality Liaisons and such reports shall be provided to the bi-monthly Quality Liaison Committee meetings. The Quality Liaison Committee shall be comprised of an equal number of management and union representatives with the HPAE State President, or her/his designee, and the Vice- President of Human Resources, or her/his designee serving as ex-officio members. There shall be a minimum of four (4) Quality Liaisons employed by the Medical Center for a minimum of one shift per week (8 or 12 hour shifts) in addition to attendance at QL Committee meetings, BCIA, COB Sub-Committee meetings, BNBMC Health and Safety Committee meetings, BNBMC Workplace Violence Committee meetings (and sub-committee meetings) and any meetings the QL is invited to attend by BNBMC management in their role as QL. Such liaisons shall be independent monitors of the quality of care provided to patients and residents of the Medical Center and the Health and Safety of patients, residents and staff of the Medical Center. The Liaisons shall be selected jointly from among the Registered Nurses and Non-Nursing Professional bargaining units (or as mutually agreed) by the union and the Medical Center and shall report directly to the Quality Liaison Committee. In the absence of mutual agreement on the selection of a QL, the Union will name a minimum of three candidates that are acceptable to the Union and the management shall select one of those candidates to serve as QL. They shall remain in their positions unless there is mutual consent of the parties to replace a Liaison with another staff member.

In addition to the responsibilities outlined above, the Quality Liaisons shall work to improve patient/resident care through objective and systematic monitoring and evaluation of the appropriateness of patient/resident care delivery and service by performing the essential functions listed in the Quality Liaison Job Description agreed to by the union and management and as revised from time to time by the joint Quality Liaison Committee (the parties agree to update this job description no later than September 1, 2019 to reflect added responsibilities reflected in this CBA).

Quality Liaisons shall be free to report their findings without censorship or fear of reprisal from management when reporting to the COB, BCIA, Bergen County or any other body of the hospital's license holder.

4.4 STAFFING

Staffing:

Acute

- 11-4 Med-Surg 1: 5
- 11-3 Detox Days 1:6 (+ Admission RN and Charge RN with no Assignment)
Nights 1:8
- ---

ICU/CCU 1:2
- ITCU 1:3

In addition to the ratios, 9.4 RN FTE's will be added, the union will submit its plan on placement of the 9.4 RN FTEs within 30 days of ratification, once completed the new matrix will be added to the CBA as an appendix.

a. General

Bergen New Bridge Medical Center and the Union agree that staffing needs fluctuate over time and are influenced by many factors. These factors include patient data, patient focused indicators and structure indicators. To ensure appropriate staffing, these sensitive quality indicators will be considered in determining appropriate staffing levels.

If State and Federal legislation is enacted renders all or part of this section to be in violation of the law or State or Federal regulations or less than what is provided by State or Federal law or regulations, that portion of this article will be superseded by the appropriate provision of such law or regulation, so long as the same is in force and

effect; but all other provisions of this Agreement shall continue in full force and effect.

b. Staffing Regulatory Guidelines

The Hospital shall abide by all staffing guidelines promulgated by the NJSDOHSS, Joint Commission and any other State or Federal Licensure or Certification Organizations that have jurisdiction over Acute Care, Behavioral Health, or Long Term Care facilities. Further, due to the unique nature of behavioral health care, it is understood that in the Behavioral Health Division, staffing guidelines must take into account all licensed personnel. Further, the hospital shall abide by existing staffing guidelines and requirements set forth by the Bergen County Improvement Authority (BCIA).

- 5 It is understood that occasional incidents of failure to satisfy the staffing levels established hereunder shall not constitute noncompliance with the staffing levels. In addition, if there are unforeseen circumstances cancellations, unplanned absences, patient emergencies, or sudden changes in volume, the guidelines set forth in this Article shall not apply. In the event of a dispute as to whether the Hospital is in compliance with the staffing levels and staffing factors set forth in this Article, the matter shall first be referred to the Labor Management Committee for resolution. In the event that the Labor Management Committee is unable to resolve the matter, the Union may refer it for arbitration by an arbitrator selected through the American Arbitration Association. The arbitrator shall decide whether the Hospital is in compliance with the staffing levels set forth in this Article. The Hospital and the Union shall comply with the arbitrator's decision. The cost of the arbitrator, if any, shall be shared equally by the parties. The arbitration proceeding shall be limited to two days.

In the event of arbitration arising out of this Article, the sole remedy the arbitrator would be empowered to award is a direction to the Hospital to enter into compliance with the staffing levels set forth in this Article. All arbitration proceedings and awards hereunder shall be kept confidential unless the parties jointly agree to disclosure to third parties.

Effective December 1, 2026

ARTICLE 5: MANAGEMENT RIGHTS

5.1 The Employer has both the legal responsibility and the sole right to manage the hospital and, except as specifically limited in this Agreement, to:

- a. Hire, assign, transfer, promote, schedule, lay off, recall, discipline, demote, discharge for good cause its employees and direct them in their work; and control all Employer property.
- b. Except as this Agreement otherwise specifically provides, the management of the Hospital and the direction of the work force shall be in the sole discretion and the sole responsibility of the Hospital, and except as otherwise provided herein, the Employer retains the sole and exclusive right to promulgate rules and regulations within applicable statutes; direct, designate, schedule and assign duties to the work force; plan, direct, and control the entire operation of the Hospital; discontinue, consolidate or reorganize any department or branch; transfer any or all operations to any location or discontinue the same in whole or in part; merge with any other institution; make technological improvement; 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 work force, requires the assignment of additional or different duties or causes the elimination or addition of nursing titles or job; and 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, except as limited herein.

All the rights, powers, discretion, authority and prerogative possessed by the Employer prior to execution of this Agreement, whether exercised or not, are retained by and are to remain exclusively with the Employer, except as limited herein.

ARTICLE 6: NO STRIKE/NO LOCK OUT

- 6.1 During the period of time of this Agreement and notwithstanding any change in existing law, the Union and the employees shall not engage in any slowdown, work stoppage, strike or any other cessation of work activity. The sole method for resolving any dispute or disagreement concerning this Agreement or other elements of the employment relationship shall be covered by the procedure contained in this Agreement.
- 6.2 In the event of an unauthorized slowdown, work stoppage, strike or other similar type of concerted action by the employees, the Union will use its best efforts to persuade the employees to return to work.
- 6.3 The Employer agrees that it will not lock out the Union or employees during the term of this Agreement.

ARTICLE 7: PAYROLL DEDUCTION OF UNION DUES

- 7.1 The Employer agrees to deduct any initiation fees and dues from the earnings of each employee who is a member of HPAE. Each employee must submit proper authorization in writing for membership and dues deductions.

Each month dues will be deducted. Said dues, along with 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 day totals. An accounting of these monies and monthly totals shall be sent to the Treasurer of the Union by the Chief Financial Officer.

- 7.2 An authorization shall remain in effect unless:
1. Terminated by an employee in written notice to the Employer.
 2. The employee terminates employment and is removed from the payroll.
- 7.3 The deduction and forwarding of dues will be commenced by the Employer no later than forty-five (45) days after the authorization card is received.
- 7.4 The employer shall provide such information to the Union on a compatible computer disk or in order to reduce waste, this information may be provided in a mutually agreed upon electronic format.
- 7.5 The Employer's remittance will be deemed correct if the Union does not give written notice to the Employer within sixty (60) 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 the same. The Union agrees to indemnify and hold the Employer harmless from any claim or action commenced by an employee against the Employer arising out of the aforesaid deduction.
- 7.6 Voluntary Check-off for COPE: Upon receipt of a voluntary, duly authorized check-off authorization, the Hospital 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 8: UNION SECURITY

- 8.1 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.
- 8.2 Employees who are required to tender periodic dues and initiation fees pursuant to Section 8.1 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.

ARTICLE 9: SENIORITY

9.1 Definitions:

Bargaining unit seniority is defined as the length of time, full time, part time, and per diem employees have been continuously employed by the Bergen Pines County Hospital, Bergen Regional Medical Center and the Employer as a member of the bargaining unit covered by this Agreement, except as otherwise provided in this agreement. Employees previously employed by the employer in a non-bargaining unit, non-managerial position shall be credited with one (1) year of seniority for every two (2) years of such employment.

9.2 Application:

Bargaining unit seniority shall apply in all circumstances where length of service is a factor in this agreement, including: layoff, recall, cases of unit closure or consolidation, granting accrued benefit time off, lateral transfer requests and promotions, except as otherwise provided in this agreement.

9.3 Accrual and Acquisition:

An employee's seniority shall commence after completion of the probationary period and shall be retroactive to the date of the employee's most recent employment date (includes date of hire at Bergen Pines County Hospital).

Seniority shall not accrue during unpaid leaves of absence or while an employee is on suspension, but all prior seniority shall be retained unless otherwise set forth in this Agreement.

9.4 Loss of Seniority:

An employee's seniority shall be lost when the employee:

- a. Terminates bargaining unit employment voluntarily (those employees who take a management position shall retain but not accrue seniority while out of the bargaining unit if they return to the bargaining unit within nine (9) months);
- b. Is discharged for cause;
- c. Overstays a leave of absence;
- d. Fails to apply for re-employment within the statutory period after separation from military service.
- e. Fails to return from a layoff.
- f. In the event an employee has been suspended in the last twelve (12) months preceding a layoff, following a pattern of poor work performance, the affected employee will forfeit seniority rights for the purpose of layoff only. If the suspension is subject to the grievance and arbitration procedure at the time layoffs are considered the grievance shall be pursued through expedited arbitration. Bargaining unit employees with 20 years or more seniority are not affected by this provision.

9.5 Lists:

An annual seniority list of all those employed as of January 1 shall be furnished by the Employer to the Union no later than January 15 by Human Resources. In order to reduce waste, this information may be provided in a mutually agreed upon electronic format. The list shall include: the name, full address, telephone number, work email address, shift, unit assignment, employment status, number of hours weekly, effective salary rate, date of employment, years of experience in job title, and employee ID number. The seniority list, showing employee name and seniority shall be posted and remain posted until a new one is issued on each unit/department.

9.6 Layoff/Recall Procedure:

A. Layoff.

1. The employer shall determine the units and/or departments where layoffs will be made and the number, job title, status and shift of employees to be laid off. In the units or departments wherein the employer intends to layoff employees, the following order will be followed.

- a. Volunteers
- b. Outside Agency Personnel and other temporary employees
- c. Probationary employees
- d. Least senior employees

Within category D above, if there are more employees than the employer intends to layoff, selection will be based on the least senior in the category.

2. The employee who is laid off pursuant to the above or bumped pursuant to paragraph 4 below shall be offered all available vacant bargaining unit positions on all shifts for which the employee is qualified.

For the purpose of this article, qualified is defined as meeting the employer's written qualifications for the position with up to a two week orientation.

3. If an employee is offered a comparable (same shift/status/division) vacant bargaining unit position and refuses, the employee will be considered laid off and not have rights of recall.

4. If there are no comparable vacant bargaining unit positions and the employee's position was eliminated pursuant to paragraph 1(d) above and the employee has more than five (5) years seniority and has not been suspended in the last twelve (12) months following a pattern of poor work performance (except for employees with twenty (20) or more years of service), that employee may bump the least senior employee within the same clinical division and comparable position, if available, and if there is an employee who meets the criteria in 1 above. If there are no less senior employees in comparable positions, the employee may bump to the least senior position with same status and division on another shift or may bump to another clinical division, provided the employee is qualified.

5. Employees who are identified for layoff and have rights to vacant positions or bumping rights shall exercise their rights in order of seniority within twenty four (24) hours of being notified of their options by the employer. A Union Officer or the Grievance Chair shall be given the opportunity to be present at the meetings where employees are advised of vacant positions and/or bumping rights.
6. A full time employee (provided the employee meets the criteria in #4) may, but shall not be required to, bump a part time employee with less seniority provided he/she is willing to accept the number of hours and corresponding conditions of employment as the position he/she is bumping into.

B. Severance Pay

Employees with one (1) or more years of seniority who are laid off shall receive one (1) week's pay for each complete year of continuous service with Bergen Regional Medical Center to a maximum of three (3) weeks.

C. Recall

Employees who have been laid off shall be placed in recall status. Such employees shall have first preference for all vacant bargaining unit positions for which they are qualified.

Employees in recall status shall be recalled in seniority order. Recall rights would apply for twelve (12) months. If an employee is on layoff, the employee has the right to refuse to come back to a non-comparable position.

For the Registered Nurse Bargaining Unit Only next 2 paragraphs apply:

If such employee refuses two (2) such non-comparable positions, they shall only maintain recall rights to a comparable position.

If a Long Term Care nurse, who is in recall status, is recalled into Long Term Care, they will maintain their rate of pay prior to layoff.

If an employee is recalled into a comparable position and refuses to take the position they will have waived their recall rights. An employee who is recalled has three (3) days to respond. Recalled employees who are working at another job will return to work at the earliest time practical (within two (2) weeks from the day the employee notifies the hospital of acceptance of the position or at the end of the employee's current position's resignation notice requirement).

D. Notice

The employer will notify the Local Union President/designee and employees involved at least twenty (21) days in advance, in writing, of any decision involving the reassignment, layoffs, and transfers of employees due to partial or total consolidation, combination or closure of any employer facility, operation or unit. Any other employee who may be affected through the bumping process will receive the full 21 days notice, if possible, but no less than 14 days notice.

E. Tuition

In the event that an employee is laid off while taking an approved course,

reimbursement for such courses shall be made notwithstanding the layoff, pursuant to Article 18.5.

F. For the Non-Nursing Professional Bargaining Unit: Interns and Students:

Interns/students relative to this Agreement shall not be considered for seniority until they fully complete their academic status.

G. Artificial Intelligence

BNBMC shall provide HPAE at least forty-five (45) days' advance notice in order to bargain the implementation and effects of Generative Artificial Intelligence ("GAI") if the implementation of GAI affects the terms and conditions of employment for bargaining unit members. The parties acknowledge that definitions of GAI vary but agree that the term generally refers to a subset of artificial intelligence that learns patterns from data and produces predictions and recommendations based on those patterns that may have implications for diagnosis, treatment, staffing levels, and overall patient care. It does not include "traditional AI" technologies programmed to perform specific functions. The term GAI is used for convenience, and this Section shall also apply to any technology that is consistent with the foregoing definition, regardless of its name.

BNBMC agrees that it will negotiate with HPAE if the introduction of GAI may result in the layoff of bargaining unit members.

ARTICLE 10: GRIEVANCE PROCEDURE

10.1 Scope

- a. Any grievance or dispute which may arise between the parties or between the Employer and an employee during the duration of this Agreement concerning the application or interpretation of the Agreement will be settled under the terms of this Article.
- b. The term "employee" shall mean those employees recognized in Article I and shall include a single employee or a group of employees. The term "immediate superior" or his/her designee shall mean the person to whom the aggrieved employee is directly responsible under the Table of Organization. The term "representative" shall include the Union and any employee authorized to act by the Local Union.
- c. Alleged grievances must be filed or complained of within twenty-one (21) calendar days of their occurrence; otherwise, the grievances will be barred. Grievances concerning the employee's paycheck may be brought within forty five

(45) days of the issuance of the paycheck by the Employer.

10.2 Steps in Grievance Procedure:

Step 1 - Informal Discussion. An employee who has a grievance will present the grievance within twenty-one (21) calendar days of its occurrence to the immediate superior or designee. The employee and the immediate superior and the Union Representative shall discuss and attempt to resolve the grievance.

Step 2 - If the grievance is not resolved at Step 1, it shall be reduced to writing on the appropriate forms within ten (10) calendar days after Step 1. The Union will serve such written notice on the Department Director as applicable to the employee's title or a designee. Within ten (10) calendar days of receipt of the Grievance notice, a meeting will be conducted by the Director as applicable to the employee's title or designee, with the grievant and the Union Representative, for the purpose of resolving the dispute.

A written decision will be rendered within ten (10) calendar days of the meeting to all concerned parties.

Step 3 - If a grievance has not been resolved in Step 2, the employee, through the Union Representative, shall proceed to Step 3 within fourteen (14) calendar days by serving written notice on either the Vice President of Human Resources or his/her designee. If no such notice is served, the grievance will be barred. Within ten (10) calendar days after receipt of such notice, a conference will be called by either the Vice President of Human Resources or his/her designee. The Vice President of

Human Resources or his/her designee will make their best efforts to render a written decision within ten (10) calendar days to all concerned parties, but shall in all cases render a decision within fourteen (14) calendar days.

Step 4 - Arbitration. If the decision is unsatisfactory and no settlement is reached at Step 3 between the Union and the Employer, then within fourteen (14) calendar days after the Union receives the written decision of the Employer, the Union but not any individual employee may notify the Employer in writing of its desire to arbitrate. If no such notice is served within fourteen (14) calendar days of the receipt of the written decision, arbitration will be barred. The arbitrator shall be jointly agreed upon from a panel supplied by the American Arbitration Association pursuant to its *Voluntary Rules of Labor Arbitration*, or by mutual agreement, from a panel selected by the State Board of Mediation.

An arbitration hearing shall be held as soon as possible after a decision has been rendered at Step 3. The expenses for the arbitrator's services shall be shared equally by the parties concerned. His/her decision shall be final and binding on the parties concerned.

10.3 **General Provisions**

- a. The arbitrator shall rule only on the application and interpretation of the clause of the Agreement involved. He/she shall have no power to add or subtract from the Agreement.
- b. To the extent necessary, the Grievance Committee Members limited to the employee representing the grievant, will be permitted to investigate the alleged grievance during working hours without loss in pay, such hours not to exceed a total of two (2) hours per grievance. The grievant and the representative will conduct their meeting so that it does not interfere with patient care.
- c. Up to three (3) grievants in a Class Action and their Union Representative(s) shall be released from duty and allowed hearing time without loss of pay. The hearings must occur between 8:00 a.m. and 5:00 p.m., Monday to Friday, when those involved are to have been on duty. The Union will limit the number of representatives to no greater than two (2) at any step.
- d. The employer shall provide the employee and the Union with copies of all written information relating to a disciplinary action subject to a grievance.
- e. Grievances affecting three (3) or more members of the Bargaining Unit, in principle or actuality, shall be considered "Class Action" Grievances. Class Action grievants shall be represented by the Local Unit President and/or the Grievance Chairperson. Such grievances may be initiated at the lowest possible level of the procedure in which the Hospital representative has sufficient authority to resolve the grievance.
- f. No prejudice will attend any party in interest by reason of the utilization or participation in the Grievance Procedure. Limitations of time may be waived by written mutual consent. By mutual consent of the Union and the Employer's Vice President for Human Resources, a grievance may be initiated at or removed to any

Step in the Grievance Procedure. If the employer fails to adhere to any of the timeframes in this procedure, the Union may advance the grievance to the next step of the procedure anytime after the Employer response was due. If any particular employer representative cancels or reschedules a grievance meeting more than once or the employer's representative has failed to meet the timeframes on more than three previous occasions within nine (9) months, the Union may elect to skip that step of the procedure.

- g. The employer shall provide the union's Grievance Chair notice of all disciplinary action within 5 calendar days of such occurrence when a union representative was not present for the disciplinary conference.
- h. The parties agree that it is all parties responsibility to provide quality care in an environment that protects the dignity, confidentiality and safety of patients and residents entrusted to our care. Therefore, should a grievance involve the discipline and/or discharge of an employee resulting from conduct relating to a resident or patient of the facility or their family and the resident, patient, or family member does not appear to present their position on the matter, such failure to appear cannot be used by the arbitrator as the sole basis for determining that just cause was lacking.
- i. Any monetary award from a grievance settlement shall be provided to the employee within two (2) weeks. Any monetary award resulting from an arbitrator's award, and where the Employer does not appeal the award, shall be provided to the employee no later than two (2) months from the date of the award.
- j. The parties agree to hold arbitration hearings at a mutually acceptable neutral location within a fifteen (15) mile radius of BNBMC.

10.4 Expedited Arbitration Procedure

The parties will submit all new arbitration cases to the following Expedited Process unless there is mutual agreement to use the standard American Arbitration Association process above or none of the panel members can hear the case in the allotted time.

The parties will agree on the selection of four (4) arbitrators who, if available, will preside over the an arbitration case within forty-five (45) days of being assigned. The parties have agreed that the initial panel shall be Scott Buckheit, Robert Light, Margaret Brogan, James Mastriani*. A rotation between the four (4) arbitrators will be utilized. If none of the pre-selected arbitrators is available within forty-five (45) days to hear the matter then the process outlined in Step 4 above will be followed.

If the parties do not agree upon a mutual date within the forty-five (45) days described above, the arbitrator shall assign a date over the next thirty (30) days.

Once an arbitrator and date have been selected:

1. Both sides will meet prior to the arbitration hearing date to identify a) the issue that the arbitrator will be deciding, b) joint exhibits, c) stipulated facts regarding the grievance, and d) the complete list of witnesses with the exception of rebuttal witnesses.
2. There shall be no post-hearing briefs. Each side shall make an opening statement and concluding statement to identify their position and proofs.
3. Both sides agree to accept the decision of the arbitrator as final and binding.

*Initial panel of arbitrators subject to agreement by each to serve on panel. In the event that a panel member chooses not to participate, or subsequently drops from the panel, the party who named that panel member shall propose two names and the other party will select the replacement from those two.

10.5 Just Culture

In a just culture, safety incidents and events aren't viewed as failures but as opportunities to identify and address system risks and organizational behaviors. It recognizes that even competent professionals can make mistakes, and that repeated or multiple incidents often point to solvable issues arising from the interaction between people and the systems in which they work.

By considering *all* contributing factors—human, environmental, technical, and beyond—a just culture fosters continuous improvement, and subsequently better patient safety outcomes.

To that end, the parties recognize that the Just Culture community model has been demonstrated to have a positive impact on employee morale, while also having a measurable, cost-effective impact on improving patient outcomes and reducing errors.

In addition, all verbal warnings (excepting time and attendance issues) on an Employee's record shall be cleared after one (1) year, provided that the one (1) year shall be free of similar infractions.

A) Step 3 grievances shall be scheduled so as to allow a discussion of the parties' respective views on how Just Culture may impact the outcome of the case.

ARTICLE 11: PROBATIONARY PERIOD

Full time employees new to the bargaining unit shall be considered probationary for ninety (90) calendar days. Newly hired part time employees shall be considered probationary for one hundred twenty (120) days. The probationary periods set forth above shall be extended by the amount of work days missed due to any employee absences during the probationary period. For example, if an employee is absent from work on five days during his or her scheduled probationary period, the employee's probationary period will be extended by five workdays. If the 90th or 120th day were to fall on a Saturday and/or Sunday, the probationary period shall extend to that next Monday. In the event that there is an observed Holiday on that Monday, the probationary period will then extend to that next Tuesday. BNBMC may extend an employee's probationary period an additional thirty (30) days to validate the employee's skills/performance or evaluate work habits, provided the Union has received written notice and has approved the extension, which shall not be unreasonably denied. Probationary employees shall have all rights and entitlements

under this collective bargaining agreement except that during their probationary period, employees may be disciplined or discharged without recourse to the grievance and arbitration procedure.

ARTICLE 12: HOURS OF WORK

12.1 Work Week:

The work week consists of seven (7) consecutive days starting at Sunday at 12:01 a.m. and ending the following Saturday at 11:59 p.m. The Employer will schedule work within four (4) week cycles.

The normal hours of work for a full time employee will be:
Forty (40) hours per week consisting of eight (8) hours daily for five (5) days.

12.2 A. Work Day for Registered Nurses:

- a. Nurses who work the day or evening tour of duty will work eight (8) hours, exclusive of a one-half (1/2) hour unpaid meal period. Two (2) fifteen minute paid rest periods will be included in the work day. Rest periods will be scheduled by the Nurse Manager or charge nurse.

- b. Ten (10) hour shift nurses will receive a one-half (1/2) hour unpaid meal period and three (3) fifteen (15) minute paid rest periods.

Nurses who work the night tour of duty will not receive a meal period. However, they will receive two (2) rest periods.

- c. Twelve (12) hour shift nurses will receive a one-half (1/2) hour unpaid meal period and three (3) fifteen (15) minute paid rest periods.

Nurses scheduled to work 4 hour shifts are entitled to one (1) ten (10) minute paid rest period.

- d. Rest periods will be scheduled by the Nurse Manager or charge nurse for units with more than one (1) Registered Nurse. The Central Staffing Office will schedule rest periods for units with only one (1) Registered Nurse.
- e. Employees shall be permitted to leave their work area during meal and rest periods. If an employee is not permitted to leave their work area, then no meal or rest period has been taken. The employee shall be paid for the missed meals in addition to the time actually worked. For employees whose assignment does not allow such meal/break by its nature (i.e., only license on unit or the departure of one nurse from the unit would bring the unit out of compliance with regulations or policies), such employee shall be paid for the missed meal if the supervisor on duty has not provided coverage. For those employees whose situation changes during the shift, or whose workload simply does not allow for a meal, such employee shall notify the supervisor on duty and receive a signed form designated for such purpose from the supervisor. Approval of payment by management shall not be unreasonably denied.

B. Work Day for Non-Nursing Professionals:

Employees will work eight (8) hours, exclusive of a one-half (1/2) hour unpaid meal period. Two (2) fifteen minute paid rest periods will be included in the work day. Employees scheduled to work 4 hour shifts are entitled to one (1) ten (10) minute paid rest period.

Employees shall be permitted to leave their work area during meal and rest periods. If an employee is not permitted to leave their work area, then no meal or rest period has been taken. The employee shall be paid for the missed meals in addition to the time actually worked. The employee shall notify their supervisor, in advance if possible, of the need to work without the meal period and receive a signed form designated for such purpose from the supervisor or such other procedure as established by the department.

12.3 Experimental Work Day and Work Week:

The Employer and the Union by mutual agreement will permit alteration of the normal work day or work week to permit experimentation with other systems of scheduling work time. The Union will be given written notification prior to any

proposed alteration in the normal work day or work week. Any changes in terms and conditions of employment will be negotiated.

The Local Union President will receive written notification of any mutually agreeable group or individual alterations in the normal workday or work week from the Human Resources Department.

12.4 Rotation for Registered Nurses and Non Nursing Professionals:

There shall be no involuntary shift rotation, absent mutual agreement.

12.5 A. Weekends for Registered Nurses:

- a. Employees shall be required to work no more than every other weekend, nor shall there be any involuntary changes of employee's scheduled weekend to work, except in the following circumstances: layoff, bumping, transfer and temporary changes necessitated by the simultaneous leave of absence of two or more nurses on a particular unit and shift. In the case where there is only one (1) nurse per unit, the above exception will be satisfied when one (1) nurse is on leave of absence.
- b. There will be no "pay back" of weekends not worked while taking earned vacation holiday, or pre-approved personal time. In addition, there shall be no "pay back" of weekends not worked while taking sick time provided the employee has worked the minimum number of weekends.

It is agreed that there should be a maximum of twenty-four (24) and a minimum of twenty (20) weekends which shall be required to be worked per annum. For the purpose of determining whether an employee has met the minimum above, weekends not worked at the request of the manager shall count as a weekend worked. Employees in units or departments that do not have weekend hours will not be required to work weekends. In the event such unit or department hours are changed to include weekend hours, the employees in the unit/department will be required to work weekends on their unit in accordance with (a) above. For employees who have worked less than a year, the maximum number of weekends worked should be prorated.

- c. Following ratification, the employer may post newly created part-time positions, which have a greater weekend commitment than elsewhere in this article.

B. Weekends for Non-Nursing Professionals

Employees shall be required to work no more than every other weekend. For employees who work every other weekend there shall not be any involuntary changes of employee's scheduled weekend to work, except in the following circumstances: layoff, bumping, transfer and temporary changes necessitated by the simultaneous leave of absence of two or more employees in the same job title in a particular department.

There will be no "pay back" of weekends not worked while taking earned vacation, holiday or pre-scheduled personal time. In addition, there shall be no "pay back" of weekends not worked while taking sick time.

It is agreed that there should be a maximum of twenty-four (24) weekends which shall be required to be worked per annum. Employees in units or departments that do not have weekend hours will not be required to work weekends. In the event such unit or department hours are changed to include weekend hours, the weekend requirement for employees in the unit/department shall be discussed with the union but shall not exceed the maximums stated above. For employees who have worked less than a year, the maximum number of weekends worked will be prorated.

12.6 **Mandatory Overtime:**

Management recognizes that mandatory overtime should be a last resort and every effort should be made to avoid mandating of personnel. However, management may require overtime provided it is of reasonable duration, commensurate with employee health, safety and endurance and the direction is issued under reasonable circumstances.

Employees will be required to work emergency overtime only in cases of unforeseen emergent circumstances (not including sick calls or pre-scheduled staffing deficiencies) and only when the following alternatives have been employed without success and are documented. For the purpose of this section an unforeseen emergent circumstance includes an unexpectedly high number of sick calls due, for example, to a flu epidemic. Such documentation shall be available to the union.

1. Volunteers sought from all available staff, including per diem
2. Outside agency personnel are utilized
3. Employees floated as per contract

In the event that no one is available, the supervisor may require employees on a rotating basis, in order of reverse seniority, to work emergency overtime and only for the time necessary to meet the emergency. If the employee works more than one-half of an extra consecutive shift, the time worked for the entire extra shift shall be paid at time and one-half of pay.

If an employee is required to work mandatory overtime equal to or greater than four (4) hours immediately following the end of a regular shift the employee will be given the option of taking accrued vacation, holiday or personal time for their next scheduled shift. This option must be exercised no later than the end of the mandatory overtime hours worked.

If State or Federal law provides a stronger benefit than the above regarding Mandatory Overtime, then the relevant section(s) of State or Federal law shall govern.

The hospital will meet and consult periodically with the union concerning the hospital's implementation of the New Jersey law on Mandatory overtime.

12.7 **Temporary Reduction in Lieu of Layoff for Registered Nurses Only:**

- A. When the Medical Center determines the need to temporarily reduce nursing staff due to a significant reduction in average daily census on a unit, the following procedure will be utilized:

Employees may be floated notwithstanding years of service. If, despite this, there remains an excess of staff on such a unit, full time and regular part-time employees may be required to take paid accrued vacation, holiday, or personal days or take time off without pay (employee's choice) subject to the following conditions:

1. Volunteers shall be sought first.
2. If no volunteers are available, all agency shall be cancelled.
3. All overtime shifts shall be cancelled.
4. All shifts in excess of scheduled hours shall be cancelled.
5. All per diems shall be cancelled.
6. All such cancellations shall be done in reverse seniority order on a rotating basis.
7. Two hour notice must be given; only full shifts may be affected.
8. An employee who volunteers to use paid accrued vacation, holiday or personal time in lieu of working shall not have same counted towards the calculation of overtime.

If there are employees on another unit in categories 1 – 5, a full time or regular part time may float to such unit rather than have her/his shift cancelled.

- B. This determination will be made by the Assistant Director of Nursing with the approval of the Administrator on call. Any time this provision is invoked the union must be notified.

12.8 Daylight Savings Time

If an employee is scheduled to work an hour less than his/her regular shift as a result of an adjustment in Daylight Savings Time, the employee may work the extra hour if the employee has provided two (2) weeks notice of their intent to work the extra hour. If an employee works 9 hours as the result of the adjustment of Daylight Savings Time, the employee will be paid for the extra hour.

ARTICLE 13 - SEPARABILITY CLAUSE

In the event that any Federal or State legislation, governmental regulation, or court decision causes invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect.

ARTICLE 14 - NON-DISCRIMINATION

The Employer and the Union hereby agree to continue their practice of not discriminating against any employee for employment because of race, color, creed, national origin, age, sex, sexual orientation, gender identity, ancestry, religion, marital status, union activity, political affiliation or liability for services in the Armed

Forces of the United States in compliance with all applicable Federal and State statutes, rules and regulations.

ARTICLE 15: PART-TIME AND PER DIEM

15.1 Part-Time Employees:

A part-time employee is one who is employed to work at least forty-eight (48) (0.6 FTE) but less than eighty (80) (1.0 FTE) hours biweekly. Employees employed to work at least forty (40) hours (0.5 FTE) as of March 15, 1998 will maintain their part-time status including eligibility for pro-rated benefits.

Benefits for part-time personnel shall be prorated as so noted in each area of this Agreement based on hours of work.

15.2 A. Per Diem Employees:

- a. A per diem employee is one who is regularly scheduled for less than forty (40) hours biweekly and works in a per diem float pool or, if applicable, is hired for a particular unit, to be available to supplement full-time and part-time employees. Per diem employees may work in excess of forty-eight (48) hours biweekly. **Per Diems must work two (2) weekend shifts per four-week schedule, including at least one (1) Sunday, plus one additional shift, either on the weekend or during the week, for a total of three (3) shifts per four week schedule.**

In addition, per diem employees must pre-schedule and commit to work one shift on 1 of 3 winter holidays (Thanksgiving, Christmas or New Years) and 1 of 3 summer holidays (Memorial Day, Independence Day and Labor Day). Summer holiday preference (first and second choices) and availability must be submitted by February 1st of each calendar year. Winter holiday preference (first and second choices) and availability must be submitted by August 1st of each calendar year.

Provided the preferences are submitted timely, preference will be given according to seniority. The employer shall notify a per diem employee of the holiday to which he/she is assigned by March 1st (summer holiday) and September 1st (winter holiday).

The Union will be given a copy of the preferences and the schedule of holidays to which per diems are assigned by March 1st (summer holiday) and September 1st (winter holiday).

The staffing office will make all reasonable efforts to utilize per diems for their holiday commitments in order to provide permanent staff with their requested holidays off.

In the event a per diem employee is scheduled to work a holiday and is cancelled, he/she shall have fulfilled his/her commitment for the holiday.

Per diem employees failing to submit their holiday commitments by either February 1st (Summer Commitment) and August 1st (Winter Commitment) and/or fail to work their weekend, Summer or Winter Holiday requirements will receive

a notice by mail to their last known address on file with BNBMC. If, after 15 days (after notification letter), the employee is still not in compliance, the employee may be disciplined up to and including termination. Should a per diem employee who received the notice by mail above commit to work a holiday, is scheduled to work but later cancels, and fails to prove a legitimate reason for cancellation, shall be suspended until they work the next calendar holiday. If such employee fails to work the next calendar holiday, they will be terminated.

Per diems hired prior to March 11, 2002 may continue to work with no additional commitment.

- b. Per diem employees shall not be entitled to any economic benefits, except as listed herein. All other details provided for in this Agreement shall apply to per diem employees.
- c. Newly hired per diem employees will have a total of five (5) days of structured orientation prior to working in each division. If a Per Diem has worked at Bergen New Bridge Medical Center within the same division during the preceding nine months, the orientation may be waived by the Department Director.
- d. If a per diem nurse, or any number of per diem nurses, work for a single consecutive ninety (90) day period in a single full-time position, that is not a temporary replacement of another nurse, the Medical Center will post full or part time position(s) equivalent to that full time position.
- e. Per diem employees who do not receive the premium rate shall receive payment as per article 23.4 for hours worked on all holidays.
- f. Per diem employees who do not receive the premium rate will receive the following differentials:
 - 1. Shift
 - 2. Charge
 - 3. Weekend
 - 4. Holiday

Per diem employees who receive the premium rate receive charge pay only.

- g. Hours of work shall be arranged through the central Staffing Office.
- h. The per diem nurse may be canceled by the Staffing Office at least two (2) hours before scheduled to report on duty. If less than two (2) hours notice is given, the per diem employee shall be permitted to work as assigned by Nursing Management.
- i. It is understood that per diems are to be used on an as needed basis. There will be no scheduled per diem slots.

B. Workforce Definitions for Non-Nursing Professionals

The following definitions are included in this Agreement:

- (a) Temporary Employment for a limited period where the employee is so informed prior to hire.
- (b) Permanent. An employee hired for an indefinite period who has completed his/her probationary period.
- (c)

ARTICLE 16: NEWLY CREATED POSITIONS, TRANSFERS AND PROMOTIONS:

16.1 A. The Procedure for the Posting and Filling of Positions for Registered Nurses:

- a. Requests from staff members regarding transfer for a posted vacancy, newly created position or promotion must be submitted to the Divisional Director of Nursing, in writing, with a copy to the applicant's Head Nurse and the Nurse Recruiter.
- b. The Hospital will publish a list of all vacancies on a biweekly basis. All posting shall include title, unit, shift, full or part-time status (including the hours per week), number of positions, qualifications and other requirements. An electronic copy of the postings for both bargaining units will be sent to the Local Union President, or his/her designee, within seventy two (72) hours of the posting.

The posting shall continue for a period of seven (7) calendar days at which time the posting for the position will be removed at noon on the Monday which is the seventh (7th) day. No position may be filled until it has been posted for this seven (7) calendar days, except in an emergency.

All vacant positions will remain listed on a list specifying title, unit, shift, full or part-time status (including the hours per week), qualifications and other requirements of vacant positions and posted as above until filled or withdrawn by management. However, the hospital may hire a new employee to fill a vacancy any time after the initial posting period above has expired without a qualified bargaining unit employee having applied for the vacancy during the posting period.

- c. Within twenty (20) working days after a determination to fill a posted position, all applicants shall be notified of the decision by the Nurse Recruiter. When an employee is approved for transfer to a position, such transfer must be implemented within 30 calendar days or longer if management deems it in the best interest of patient care, but in no circumstances more than sixty (60) days.
- d. The purpose of these procedures is to allow any Bargaining Unit member to apply for a position in which she/he is interested and possesses the necessary qualifications and satisfies the necessary requirements. First consideration to fill position vacancies within the bargaining unit will be given to existing bargaining

unit employees subject to the qualifications and requirements set forth in the posting and job description. In evaluating such applicants, the employer will consider:

- a. The employer's stated requirements for experience and education
 - b. The employee's performance in their current position, including any warning notices in their file within the last year and the employee meeting minimum overall satisfactory standards
 - c. Seniority
- e. An employee who is awarded a position and actually starts in the new position is ineligible to bid for other vacancies for six (6) months if the transfer was within the division or twelve (12) months if the transfer was between divisions (or into the OR, ICU/ITCU, or ED) from the date of the job bid award. Any request to waive this provision must be mutually agreed upon by the parties. This provision would not apply to bids for changes in shift or status within the same Unit or Department.

B. The Procedure for the Posting and Filling of Positions for Non-Nursing Professionals:

In the event that the Hospital intends to fill a bargaining unit position or creates a new position within the scope of the bargaining unit, the hospital shall post notice of such available position. The posting shall continue for a period of seven (7) calendar days at which time the posting for the position will be removed at noon on the Monday which is the seventh (7th) day. No position may be filled until it has been posted for seven (7) calendar days, except in an emergency. An electronic copy of the postings for both bargaining units will be sent to the Local Union President, or his/her designee, within seventy two (72) hours of the posting.

All vacant positions will remain listed on the posting sheet until filled or withdrawn by management. However, the hospital may hire a new employee to fill a vacancy any time after the initial posting period above has expired without a qualified bargaining unit employee having applied for the vacancy during the posting period.

Within twenty (20) working days after a determination to fill a posted position, all applicants shall be notified of the decision by the Human Resources staff person responsible. When an employee is approved for transfer to a position, such transfer must be implemented within 30 calendar days or longer if management deems it in the best interest of patient care, but in no circumstances more than 60 days.

The purpose of these procedures is to allow any Bargaining Unit member to apply for a position in which she/he is interested and possesses the necessary qualifications and satisfies the necessary requirements. The Hospital shall give first consideration and preference to all bargaining unit employees applying for the position before considering other persons. In evaluating bargaining unit applicants, the employer will consider:

1. The employer's stated requirements for experience and education

2. The employee's performance in their current position, including
 - a. Any warning notices in their file less than one (1) years old; and
 - b. The employee's meeting of minimum overall satisfactory standards;
and
 - c. Seniority

An employee who is awarded a position and actually starts in the new position is ineligible to bid for other vacancies for six (6) months if the transfer was within the division or twelve (12) months if the transfer was between divisions (or into the OR, ICU/ITCU, or ED) from the date of the job bid award. Any request to waive this provision must be mutually agreed upon by the parties. This provision would not apply to bids for changes in shift or status within the same Unit or Department.

ARTICLE 17: UNPAID LEAVES OF ABSENCE

17.1 Family and Medical Leave

Except as modified herein, employees are eligible for Family and Medical Leave (FMLA) in accordance with applicable Federal and State law. This provision shall be interpreted consistent with the Federal Family and Medical Leave Act and the New Jersey Family Leave Act, as applicable.

- A. Employees who have worked at least one thousand (1000) hours in the twelve (12) months preceding the start of the leave are eligible for unpaid Family or Medical Leave.

Eligible employees will be provided leave pursuant to CarePlus Bergen's FMLA Policy and applicable laws.

- 17.2 Military Leave. A leave of absence will be granted for performance of duty with the reserve component thereof in accordance with applicable law. If called to active duty, the employee will be guaranteed his/her position upon return.
- 17.3 Personal Leave of Absence. Employees may apply for personal leaves of absences for up to three (3) months, with the right to extend such leaves an additional three (3) months. In deciding to grant such an application, or extension, the employer shall evaluate the severity of the need for the leave, the ability to replace the employee with extra shifts, temporary, agency or per diem employees as well as the length of service of the employee. Applications shall not be denied in a discriminatory, arbitrary or capricious manner.

Upon return from a personal leave of absence of less than three (3) months, employees shall return to their prior position. Upon return from a personal leave of absence of greater than three (3) months, but less than six (6) months, employees shall return to their prior position, if available, or to another position in the bargaining unit for which they are qualified to perform.

17.4 Convention Leave

The use of accrued benefit time or an unpaid leave shall not be unreasonably denied for elected delegates and alternates of the Union from the Hospital to attend the following Conventions:

1. HPAE Convention
2. AFT Convention
3. AFT Healthcare Professional Issues Conference

The Union will provide a list of delegates to these conventions six (6) weeks prior to the date of the convention.

17.5 Union Leave

- a. A total of sixteen (16) unpaid days per year is granted to the Local Union President and/or her/his designee.
- b. Unrelated to Union leave one officer of the Local Union Executive Committee shall be excused, if scheduled to work, when the monthly Union meeting is held.
- c. The union will provide the employer with six weeks' notice, whenever possible for all union leave time.
- d. A request for union leave shall be given with no less than six (6) weeks notice. Permanent employees may be granted a leave of absence without pay for a period not to exceed six (6) months when the Union notifies the Employer that such employee has been selected to perform duties on its behalf, which require absence from the Hospital premises. Upon the request of the employee, such leave may be extended for an additional period of six (6) months. The total of such leave shall not exceed one (1) year. No more than 2 employees shall be permitted a leave at one time.
- e. Seniority shall accrue during this leave. Wages and benefit time shall not be paid or accrue during such leave. Employees must use any accrued vacation, personal days and holidays concurrent with their union leave. However, an employee may retain 50% of the employee's annual vacation allotment. The amount of such time shall be paid out in the regular pay cycle until the time has been paid. Employees may elect to remain on the Hospital's Health Insurance Plan through COBRA for this period of time so long as at least thirty (30) days' notice is provided of the desire to do so.
- f. If the employee returns to work at the end of their leave, he/she shall be returned, after giving two thirty (30) days' notice in writing, to the exact position (same title, shift, rate of pay, unit/department) held prior to the leave without any loss of seniority. The rate of pay shall include any raises or step increases the employee would have received had s/he not been on the leave.

- g. Each Union Officer and Union Representative will be provided one full day per fiscal year, up to a maximum of ten (10) days per year, without loss of pay, to be released for Union training and/or its Convention. The Union training release day must be used in the fiscal year and cannot be carried over. The Union will give sixty (60) days advance notice for this release time. No more than one (1) employee per department, per shift will be allowed release at a time.
- 17.6 If an employee requests an extension of any leave of absence, they must submit that request at least ten (10) days before the scheduled expiration of that leave. The employer will notify the employee of its decision no later than seven (7) days after receiving such application.
- 17.7 Return From Leaves. Upon return from any leave within three (3) months, employees shall return to the position they held upon commencement of the leave. Upon return from a leave of greater than three (3) but less than six (6) months, employees shall return to their prior position, if available, or to a comparable position. A comparable position is defined as the same shift, number of hours per week and division. Upon return from a leave of greater than six (6) months but less than twelve (12) months, employees shall return to their prior position, if available, or to a comparable position, if available, or to another position within the bargaining unit for which they are qualified to perform. Employees on Workers' Compensation leaves shall utilize the above *Return From Leave* procedures. In addition, upon return from a Workers Compensation leave of greater than twelve (12) months, but less than eighteen (18) months, employees shall be rehired (with all previously accrued seniority) and returned to their prior position, if available or a comparable or other position, if available. If no such positions are available, such employees shall retain a right of first refusal to the first vacant position for which they are qualified.

ARTICLE 18: STAFF DEVELOPMENT/EDUCATION

18.1 A. Orientation for Registered Nurses:

- a. A minimum two (2) week planned Orientation Program (longer for those units whose design requires longer) will be carried out for all new employees covered by this Agreement unless agreed to otherwise herein. New employees will be given both a general and specific orientation, including structured classroom activities detailing a general introduction to the Health Care Facility as well as general policies and procedures of the Hospital and assigned Division.

A current bargaining unit member employed by the Hospital who is changing divisions will be given the same orientation as above, excluding the general introduction to the Health Care Facility, unless alterations are mutually agreed to by the employee and management.

Any employee on a leave of absence for more than a period of three (3) months must attend the prescribed two (2) week orientation, as well as any other

applicable orientations required within their specific units. Any employee rehired after a three (3) month period must also attend any prescribed orientations and will be considered probationary for ninety (90) calendar days. Any employee returning prior to the next scheduled orientation will be assigned to a preceptor for the duration until the scheduled orientation.

- b. The orientation shall include, but is not limited to: a programmed series of assignments with a staff nurse, supervised individual assignments and on-going weekly evaluations.
- c. A written evaluation of the competency of the new employee will be done at the conclusion of the two (2) weeks. At this time, a determination will be made for the need, if any, to extend the orientation period.
- d. Employees shall not be counted in staffing totals until they have completed their orientation.
- e. Each orientee shall be assigned a preceptor. Such preceptor shall be specifically trained in precepting and shall be responsible for orienting the new hires/transfers to the unit. Preceptors will be selected by the hospital utilizing the following criteria: 1) Outstanding nursing skills; 2) Good attendance and work record; 3) Good listening skills; 4) Understanding of the principles of adult learning. Participation in the preceptor program is strictly voluntary. Preceptors shall be paid one dollar and fifty cents (\$1.80) an hour in addition to their regular pay for all days in which they have a precepting assignment. Before any orientee is sent to the unit, the hospital will make its best efforts to notify the staff on the unit prior to the time the charge nurse makes the assignments for the shift. The Manager shall assure that assignments on a unit where a new staff member is being precepted are appropriate for the effective orientation to the unit. The preceptor program shall be subject of continuing review by the Labor Management Committee.
The preceptor shall follow a written plan. At the conclusion of the scheduled preceptor period, the orientee, preceptor, unit/department manager, and educator will review the progress of the orientee and determine if additional time is necessary. If no designated preceptor is available, any staff member assigned to orient an employee shall receive the one dollar and eighty cents (\$1.80) an hour differential.

Preceptors shall only precept non-supervisory employees within their home float district as defined in 19.1e.

Nurse preceptors shall only be assigned licensed nurses.

Social Work preceptors shall only precept fully credentialed Social Workers.

18.2 In-Services:

- a. The Employer shall post notices of In-Service Educational Programs as much in advance as possible to the scheduled dates of the Program. The employer shall post and maintain a master calendar of all in-services. There will be an opportunity for staff to evaluate the quality of in-service programs. That feedback will be reviewed by the Divisional Vice-President/designee for appropriate

follow-up.

- b. Attendance at in-service education programs requires hospital approval. All employees shall be provided the opportunity to attend all relevant in-service programs for their Division regardless of their job titles.
- c. Employees shall receive their regular rate of pay for attendance at In-Service Programs based at the Hospital during their regular working hours. Employees shall receive their regular rate of pay for time spent at an In-Service Program at a site other than the Hospital if required to attend by the Employer during regular hours of work. All fees and expenses for courses required by the Employer or sponsored by the employer shall be paid in advance by the Employer.
- d. The employer will make its best effort to schedule part-day mandated in-service programs during the employee's regularly scheduled shift or at a time before or after such shift. Such programs will be provided at times suitable for all applicable shifts. For those unable to attend the Nurse Manager or Supervisor will ensure such employees receive alternative instruction. Employees will be paid their regular rate of pay or overtime rate of pay, if applicable, for such time.

Full-day programs will be counted as time worked.

- e. If attendance at an off-unit in-service is mandatory, coverage will be provided. The covering nurse will assure that required patient care interventions are rendered.
- f. Employees who fail to attend, complete or maintain mandatory education requirements, job specific competencies and/or applicable certifications may be disciplined and removed from duty until said specific requirements, competencies, and/or applicable certifications are complete. Employees will serve an unpaid suspension on consecutively scheduled work days equal to the number of days missed due to his or her failure to maintain credentials as set forth above. If an employee is removed from duty for a period greater than 14 days he or she may be disciplined up to and including termination.
- g. Medical Center will not pay for expired credentials to be renewed. Certifications and/or licenses should be renewed prior to their expirations

18.3 Evaluation Process

For both Registered Nurses and Non-Nursing Professionals:

There will be no self-evaluations.

- a. Each employee covered by this Agreement will be evaluated annually utilizing a performance evaluation tool, which includes a management review. The employee may submit a written response to that evaluation which will be attached to the evaluation. This will not include peer review unless required by an outside evaluating agency or Clinical Supervision as required for Non-Nursing Professional licensure or certification.

- b. Employees will receive a copy of the evaluation report and sign to acknowledge receipt of the same. Signature by the employee will imply knowledge of the evaluation but not necessarily agreement with the evaluation. A copy of the evaluation will be placed in the employee's personnel file. Employees may request, in writing, to examine their personnel files.

18.4 **Continuing Education:**

- a. Every Full-time and part-time Bargaining Unit member shall be entitled to time off with pay in eight (8) hour blocks for the purpose of attending two (2) Continuing Education Programs annually and up to one (1) day off per year to take certification exams. Evening and night employees may request time off on the day directly prior to CE Program or the day directly following the CE Program.

Since the Hospital desires that Bargaining Unit Employees attain the highest possible level of professionalism and expertise in their practice, every effort will be made to grant requests for Continuing Education. These requests will not be denied in an arbitrary and capricious manner nor unreasonably denied on weekends as opposed to weekdays. Employees shall receive a response indicating approval or disapproval to Continuing Education requests within ten (10) working days of submission or an appeal can be made to the Vice-President of Human Resources who shall resolve the issue within 48 hours.

- b. Full time and part-time employees shall be entitled to be reimbursed for the tuition/fees for up to two days of Continuing Education per calendar year. Programs must be related to the employee's current or potential BNBMC job position. The two CEU days do not include programs which are mandated by the employer. For those programs required by the employer, the employer shall pay all tuition and fees to the program in advance of the program.

The employee will then submit all the written information required to the appropriate Division Director and be reimbursed within thirty (30) working days.

- c. Registered Nurses and Non-Nursing professionals who need CEUs for licensure or certification shall receive an additional CEU day each year (for a total of 3) under this article.

18.5 **Tuition Reimbursement:**

- a. Bargaining Unit members, except per diem employees, shall receive tuition reimbursement provided all of the following conditions are met:
 - 1. The bargaining unit member must be employed for one (1) year before she/he may apply for tuition reimbursement.
 - 2.A. **For Nurses:** the nurse must be enrolled in a program approved by the New Jersey State Board of Nursing that leads to a Baccalaureate Degree in Nursing. A Master's or Doctorate Degree in the employee's area of nursing and/or health care delivery-related expertise will be approved.

Courses for Professional Certification that provide college credit or Nursing and/or health care delivery-related courses which have been approved by the

appropriate administrator under the Table of Organization are also approved for reimbursement. Liberal Arts courses taken prior to matriculation will be approved up to a maximum of thirty (30) credits. Documentation of matriculation requirements will be shown upon request. Courses or course work must be taken through an accredited school, college, or university.

2.B. For Non-Nursing Professionals:

The employee must be a registered student, and the course applied for must be work-related, so that reimbursement may be considered. Approval must be granted by both the Department Head and the Vice President for each service prior to the course enrollment. Courses or course work must be taken through an accredited school, college, or university.

3. The employee must receive a passing grade for the course (in the case of a pass/fail course a simple pass is acceptable). A grade of "D" is unacceptable, and there will be no reimbursement for same.
 - a. The employer shall provide \$250,000 per calendar year for tuition reimbursement. An annual accounting of funds, along with the amount, shall be provided to the Union President. The maximum amount for full time employees is \$8,500.00 contract year. Tuition reimbursement shall be pro-rated for part-time employees.

The local union president shall appoint three (3) bargaining unit members to establish criteria and standards in the event that requests for funds exceeds the amount allotted in any calendar year. The Human Resources Vice-President may appoint one member to this committee.

- b. Copies of all tuition reimbursement applications shall be provided to the union president.
 - c. If an employee voluntarily terminates within one year of completion of a course for which he/she received tuition reimbursement, the employee shall repay a pro-rated amount of the reimbursement for the time less than 12 months the employee has worked.

ARTICLE 19: FLOATING

19.1 For Registered Nurses Only: Procedure

- a. Seniority as it refers to floating shall be determined by length of Bargaining Unit service with the Bergen New Bridge Medical Center, Bergen Pines County Hospital and Bergen Regional Medical Center except as specifically stated herein.
- b. When available, supplemental staff, including Outside Agency personnel on duty (provided the outside agency personnel on duty has worked on the unit to which the nurse is being floated within the prior twelve (12) months), shall be floated before regular full-time and part-time staff. This includes coverage for lunch and breaks. Floating will be equitable by inverse seniority rotation within a unit and division.

- c. A list will be kept on each unit to assure equitable floating.
- d. It is recognized that some units within a division are alike (within a float district) and some are not alike (outside a float district). All nurses assigned to float shall be given an orientation to the unit to which they are assigned to float based on the categories which follow. These orientations will apply for any nurse who has not worked on the unit for the preceding twelve (12) months.
 - 1. Floating within a float district in a staff nurse capacity:
 - ◆ One (1) day orientation; not to be counted in acuity calculations.
 - ◆ For two (2) hours the floating nurse will work with another RN. These hours will not commence until reports and assignments are completed.
 - ◆ The orienting nurse will have a modified patient assignment for the entire day.
 - 2. Floating outside a float district in a staff nurse capacity:
 - ◆ Two (2) day structured orientation.
 - ◆ The orienting nurse shall not be given an assignment on the first day.
 - ◆ The orienting nurse shall not be counted in acuity calculations.
 - 3. Floating within a float district in a charge nurse capacity:
 - ◆ One (1) day structured orientation.
 - ◆ The orienting nurse shall not be given a patient assignment.
 - 4. Floating outside a float district in a charge nurse capacity:
 - ◆ Two (2) day structured orientation.
 - ◆ The orienting nurse shall not be given a patient assignment on the first day nor counted in acuity calculations during the two (2) day orientation. On the second day, the orienting nurse, with the charge nurse may share an assignment.
- e. Float Districts
 - A. Acute Float Districts
 - 1. ER/ICU/ITCU/PACU/D-1 (Acute)
 - 2. 11-3/11-4
 - 3. Clinic
 - 4. OR
 - B. Behavioral Health Float Districts
 - 1. Adult Intermediate/Acute Psych. (Forensic)
 - 2. MICA/Addictions
 - 3. Geriatric (Long Term & Acute)
 - 4. Child/Adolescent
 - C. Long Term Care Float Districts
 - 1. 5-1/5-2/5-3/8-5/8-6/8-7/8-8/8-9/11-2/11-5/11-6/11-7
 - 2. 6-3

19.2 For Registered Nurses Only: Provisions

- a. A nurse who has fifteen (15) years or greater combined seniority at Bergen Pines County Hospital/Bergen Regional Medical Center/Bergen New Bridge Medical Center in a R.N. capacity shall not be required to float. Such employee may be asked to float voluntarily and shall be entitled to the same orientations as required for all employees under this Article. An RN with fifteen (15) years or greater of seniority who volunteers to float will be paid a premium of four dollars (\$4.00) per hour for all hours worked that day. If a unit is overstaffed, an employee with fifteen (15) years or greater seniority will be given the option to use benefit time, take time-off without pay or stay on duty: Such employee is neither required to float nor go home. Any problems that may arise from this clause will be reviewed by the Labor/Management Committee in six (6) months.
- b. The nurse shall float only within the division subject to the criteria listed herein unless otherwise agreed to mutually.
- c. To avoid the floating of regular staff, overtime will not be scheduled on units when there is no staffing need to support it.
- d. No employee will be in charge of an unit outside their float district unless the employee has been oriented to the unit for a period of at least two (2) working days within a one (1) month time period, with the exception of like units in the Long Term Care Division. The preplanned orientation criteria must be met. The hospital shall develop an orientation schedule for employees to be oriented to other units in order to comply with the orientation requirements of this article. The orientation schedule will be reviewed by the Labor/Management Committee.
- e. Floating shall occur only during the first ninety (90) minutes of an employee's shift, except in case of emergency. Staffing needs known prior to the conclusion of the first ninety (90) minutes of the shift shall not be construed as an emergency.
- f. Floating for coverage during mealtimes or break time shall be subject to all restrictions listed herein except that arrangements for inter-unit RN coverage of the meal/rest periods is not limited to the first hour of the shift but shall extend into the second hour. When assigned to float to cover meals and breaks, the covering nurse shall be given a modified assignment. Registered nurses shall not be used to relieve non-bargaining unit employees.
- g. A nurse who is scheduled to be Charge Nurse on a unit and is floated off such unit shall nonetheless receive charge pay for the shift.
- h. Within 30 days of the ratification of this agreement, management shall create and maintain an up-to-date float staff manual for each unit. Contained in this manual shall be the unit's daily schedule as well as all other information unique to that unit. Included in such manual shall be a map of the unit which shall include the location of all supplies on the unit and all other information deemed appropriate by the unit's regular staff at a staff meeting held to review such manual.
- i. No employee shall be floated to an area which requires clinical competencies which that employee does not have.
- j. The use of floating shall be subject to review by the Quality Liaisons and the Quality Liaison Committee.

- k. Newly graduated RN's and RN's with less than one year of work experience shall not float for a period of six (6) months from their date of hire. RN's with more than one (1) year of experience shall not be floated for a period of three (3) months from their date of hire. This provision shall not apply to per-diem employees.

19.3 For Non-Nursing Professionals: FLOATING

- a. There shall be no mandatory floating out of divisions.
- b. For Social Workers, Recreational Therapists and Occupational Therapists: Recognizing that each clinical area requires specific clinical competency, the employer will not float employees outside of their assigned area unless the employee has the required competency. The hospital will define competencies required to comfortably float into each clinical area with input from the union. Based on these competencies, a cross training program in the following clinical areas will be provided:
 - c. 1. Adult
 - 2. Children/Adolescents
 - 3. Substance Abuse
 - 4. Forensic
 - 5. Geriatric
 - 6. Outpatient

The competencies and program will be established no later than December 1, 2004.

- d. Every effort will be made to minimize floating in all divisions. The employer will make its best effort to limit floating to cases of unforeseen emergencies.
- e. Social Workers who float will receive \$1 (one dollar) per hour for floating out of his/her division.

19.4 JOB DESCRIPTIONS

Job descriptions shall be provided to all members of the bargaining unit.

19.5 For Non-Nursing Professionals: OUT OF TITLE WORK

- a. Employees will not be regularly required to perform work outside the scope of their job description or license.
- b. Both parties agree there will be no individual agreements made between hospital management and/or administration and individual members of the bargaining unit.

19.6 Float Pool

In order to promote staff recruitment and retention, and as aid to supplement staffing, the employer shall establish a “float pool” program within three (3) months from the effective date of this agreement.

- a. RNs in the float pool may be floated to any unit within a division. RNs in the float pool may not be floated outside their division unless there is mutual agreement and the employee is qualified.
- b. Float pool positions (full time and part time) shall be posted and bid for like any other position in the bargaining unit.
- c. The employer may discontinue the float pool after one (1) year, provided the

employer notifies the Union and the affected employees of its intent no less than thirty (30) days prior to the termination date.

- d. In the event of termination of the program, the layoff and seniority provisions of the contract shall apply.

ARTICLE 20: HOURS OF WORK AND OVERTIME

20.1 Hourly Rate of Compensation

An Employee's hourly rate of compensation will apply to all work up to forty (40) hours in a weekly period. The hourly rate of compensation will not include any weekend, shift or holiday differential or other premium to which the employee is otherwise entitled.

20.2 Overtime Work

- a. All employees who actually work or use pre-scheduled vacation, pre-scheduled holiday, pre-scheduled personal time, or benefit time used at the request of their manager in excess of forty (40) hours per week shall be paid overtime for all such hours worked. There shall be no pyramiding of overtime in the calculation of weekly overtime.

For full time and part time (0.3 and above) employees shifts.

* Time and one half (1 ½) for hours worked after 10 in a day;

* Time and one half (1 ½) for hours worked after 10 in a day retroactive to 8 only if an employee works a double shift, excluding prescheduled double shifts, regular 12 hour shift and Premium Nurse per diems. For the purpose of this article, an employee is "prescheduled" if s/he is scheduled for the double shift prior to the start of their shift.

All overtime worked shall be paid for as promptly as possible and no later than four (4) weeks after the hours worked.

- b. Available Time, Overtime Work, and Temporary Staff

1. A four (4) week work schedule will be posted at least four (4) weeks prior to the first day of the schedule. This schedule will remain in effect until it is superseded by a new schedule or changed by mutual agreement between the Employer and the employee concerned. A posted schedule shall not constitute an automatic denial of an employee request.
2. The Employer shall take into account the preferences of full time and part time employees (including float pool) for time off and the preferences of part time employees for extra straight time shifts. The Employer will take into account the committed and agreed upon per diem shifts pursuant to Article 15.2 (a). A temporary staff may be included in the schedule provided:
 - a. the position has been posted as either a permanent or temporary position and has not been filled by a bargaining unit employee
 - b. the Employer makes a good faith effort to fill the position through internal or external recruitment

- c. such person does not exceed thirteen (13) weeks in the same assignment. However, the Union will not unreasonably deny an extension of thirteen (13) weeks if the position cannot be filled by a bargaining unit employee
- 3. The department schedules, a copy of which shall be posted above the Availability Book in the Central Staffing Office, will indicate assigned full time and part time employees (including float pool) and their scheduled work hours and days, as well as committed and agreed upon per diem shifts pursuant to Article 15.2 (a). It will also indicate available time to which no employee has been assigned.
- 4. Preference for all available work time shall be given to bargaining unit employees who have indicated their availability in the “Availability Book” over any individuals, including bargaining unit personnel except where a temporary agency staff has been placed on the schedule after the Medical Center has satisfied the conditions set forth in 20.2 (b) (2), a, b, & c . The Medical Center has the right to assign work first to qualified employees who will receive regular straight time pay as opposed to employees who will receive overtime pay. Assignments shall be made on an equitable basis. Employees who are given work on a pre-scheduled basis (shifts scheduled at least twenty four (24) hours prior to the start of the shift) in addition to the shifts to which they were assigned in the originally posted schedule, may be floated to other units within their division regardless of years of service.
- 5. If an employee, including a per diem employee, wishes to indicate availability for time after the seven (7) day sign-up period, the employee will list their name along with the unit(s), shift(s), and date(s) available in the Availability Book. Submissions for the Availability Book can be either in person or via e-mail. For e-mail submissions, the Staffing Office will send a return e-mail acknowledging receipt within forty-eight (48) hours of submission. If submission occurred on a weekend, the acknowledgement shall be sent by the end of business on Monday (in the event of a holiday, it will be sent by the end of business on Tuesday). Unless a shift has already been given to a temporary agency staff, bargaining unit employees will be given preference for any unfilled shifts. The Medical Center has the right to assign work first to qualified employees who will receive regular straight time pay as opposed to employees who will receive overtime pay. Assignments shall be made on an equitable basis. Employees who are given work on a pre-scheduled basis (shifts scheduled at least twenty four (24) hours prior to the start of the shift) in addition to the shifts to which they were assigned in the originally posted schedule, may be floated to other units within their division regardless of years of service.
- 6. In the event time becomes available due to a call-out or other such circumstance, bargaining unit employees who have signed the availability book or those who are on duty on the affected unit must be offered the right to work the time before using outside agency or management personnel. Employees who work such non-pre-scheduled shifts (shifts not scheduled at

least twenty four (24) hours prior to the start of the shift) shall not be floated except by mutual agreement or in the case of a bona fide, unforeseen emergent circumstance, as per 12.6.

7. Outside agency personnel shall only be utilized after all work time has been offered to bargaining unit employees who timely signed the Availability Book except where a temporary employee has been placed on the schedule after the Medical Center has satisfied the conditions set forth in 20.2 (b) (2), a, b, & c . Outside agency personnel shall not be used to avoid the need to fill or post vacant bargaining unit positions, except in instances of a temporary nature, such as LOAs, vacation, etc.. Upon the Union's request, the Medical Center shall provide the Union with a report of hours worked by outside agency personnel for any specified unit or department.
8. Management employees shall only be allowed to perform bargaining unit work on an occasional basis, only after having been offered to all qualified bargaining unit employees and only when there is no other recourse available. Management shall not be used to avoid the need to fill or post vacant bargaining unit positions. Upon the Union's request, the Medical Center shall provide the Union with appropriate documentation.
9. The Labor/Management Committee shall review the functioning of the outside agency personnel and recommend modification to the training and orientation program as may be necessary.
10. In departments/units where flex time is offered in lieu of overtime, it will be at the employee's discretion. Should flex time be offered in lieu of overtime, it must be used within the week it is earned.

ARTICLE 21 - SALARY

21.1 Wages - Miscellaneous

- a. For Registered Nurses, the frequency of payment shall be every other week.
- b. The Hospital shall make its best effort of providing night shift employees their paychecks immediately following the end of their shift. This procedure is contingent upon the timely delivery of the salary checks to the Hospital.
- c. If the employer issues an incorrect paycheck, the corrected paycheck will be issued as per Article 10.1.c.
- d. The Nurse or Department Manager shall be responsible for the accurate submission of all payroll documents to the payroll department for all employees in the Unit/Department.
- e. All employees covered by this Agreement shall be paid an hourly rate pursuant to the provisions of this Article.
- f. The Employer will make every reasonable effort to resolve substantial payroll errors as soon as practicable but no greater than seven (7) days. For the purposes of this paragraph, "substantial" is defined as one (1) or more days pay.

21.2 Progression on Salary Schedules

- (A) All employees will be placed on the wage schedules below for their job title, after

being given recognition for all appropriate experience, both current and prior.

(B) Experience Definition: Such experience shall include all BNBMC/BRMC/BPCH experience as well as all prior experience in:

- a. Acute Care Hospitals
- b. Long Term Care Facilities
- c. Mental Health facilities
- d. Any other experience which is relevant to the professional duties at BNBMC

(C) Experience Credit:

- a. All employees will move one step on the wage schedule on the anniversary of their date of hire.
- b. Prior experience (non-BNBMC/BRMC/BPCH) will be credited as 1 year equals 1 year of BNBMC/BRMC/BPCH experience. There shall be no distinction for Part Time or Full Time work. Bargaining unit employees on the payroll as of the effective date of this agreement who previously have received credit for prior work experience shall receive additional credit for their prior non BNBMC/BRMC/BPCH work experience to reflect a year for year recognition and have their placement on the step scale adjusted accordingly. In the event that a partial year is given consideration, any period equal to or greater than six months and one day will be given credit for a full year; any period less than six months will not be provided credit for that year
- c. BNBMC/BRMC/BPCH experience will be given full credit.
- d. BNBMC/BRMC/BPCH experience as an LPN will be credited as 2 years equals 1 year of BNBMC/BRMC/BPCH RN experience. An LPN who becomes an RN will move to the corresponding step of the RN wage schedule.
- e. A professional who moves to another professional title will move to the corresponding step of the new job title's wage schedule.

21.3 Wage Schedule

- a) For all FT and PT employees:
Effective June 1, 2025, the wage scale shall be increased by 5%
Effective June 1, 2026, the wage scale shall be increased by 4%
Effective June 1, 2027, the wage scale shall be increased by 3%

For all per diem employees:

Effective June 1, 2025, the wage scale shall be increased by 2%
Effective June 1, 2026, the wage scale shall be increased by 2%
Effective June 1, 2027, the wage scale shall be increased by 2%

- b) Add step 31 in 2025. All employees shall be placed on the appropriate step.
- c) Each employee shall move up one step on their anniversary date of hire. Those who are above the applicable step based on their recognized experience shall only receive the increases set forth above. Any employee whose pay is above their appropriate step shall only receive the increases set forth above and shall be "red-circled" and shall not move on the steps until the step catches up with their rate of pay. No employee shall be paid less than their appropriate step.

Effective June 1, 2019, each job title with a Step scale will have an additional step added. Effective June 1, 2020, each job title with a Step scale will have an

additional step added. Effective June 1, 2021, each job title with a Step scale will have an additional step added. For all job titles, there will be a \$.35 difference between steps 26-27, 27-28 and 28-29.

- d) New hires shall be placed on the appropriate step at the time of hire. No new hire shall be paid more or less than their appropriate step.

Substance Abuse Counselors:

Shall be placed on the nearest step, based on current hourly rate, and the scale will be extended to 20 steps with a \$.20 difference beyond Step 6.

- e) Any per diem employee not on a wage scale shall receive wage increases equivalent to the increases for their title, as per 21.3.
- f) Should an increase effective date for across the board raises fall within the first week of a (2) two week pay period, that increase will be made effective for the entire (2) two week pay period in which it occurred. Should an increase effective date fall within the second week of a (2) two week pay period, it will not take effect until the pay period immediately following the pay period in which it occurred. All anniversary step increases will be made effective for the entire (2) two week pay period in which it occurred regardless of which week the anniversary falls.
- g) For all job titles that do not have a per diem rate, the per diem rate shall be equal to step 15. Any current per diem employee will be paid the new per diem rate or the employee's current rate plus any applicable across the board increase, whichever is higher.

Registered Nurses (Full time, Part time)				
Step	Current	6/1/2025	6/1/2026	6/1/2027
1	44.71	46.94	48.82	50.29
2	45.08	47.34	49.23	50.71
3	45.46	47.73	49.64	51.13
4	45.85	48.14	50.07	51.57
5	46.23	48.54	50.48	51.99
6	47.07	49.43	51.40	52.95
7	47.93	50.33	52.34	53.91
8	48.81	51.25	53.30	54.89
9	49.67	52.15	54.23	55.86
10	50.53	53.05	55.17	56.83
11	51.39	53.95	56.11	57.80
12	52.23	54.84	57.04	58.75
13	53.09	55.75	57.98	59.71
14	53.96	56.66	58.93	60.70
15	54.80	57.54	59.84	61.63
16	55.56	58.34	60.67	62.50
17	56.33	59.15	61.51	63.36
18	57.11	59.96	62.36	64.23
19	57.87	60.77	63.20	65.09
20	58.49	61.42	63.87	65.79
21	59.10	62.05	64.53	66.47
22	59.56	62.53	65.04	66.99
23	60.01	63.01	65.53	67.50
24	60.45	63.47	66.01	67.99
25	60.88	63.92	66.48	68.47
26	61.30	64.36	66.94	68.94
27	61.71	64.79	67.38	69.41
28	62.11	65.22	67.82	69.86
29	62.50	65.63	68.25	70.30
30	62.89	66.03	68.67	70.73
31		66.43	69.09	71.16

21.4 Per Diem Nurses

A one-time market rate adjustment to the per diem weekday rate setting a new rate at \$55.00 per hour effective June 1, 2022. The above across the board increases shall be applied to the weekday rates for all subsequent years, if any, and to the evening/nights and weekend/holiday rates for all years of the CBA.

The Premium Nurse Per Diem rates will be: (no overtime applies to premium rates below except if employee works greater than 40 hours in a week)

Per Diems

	12/1/2024	12/1/2025	12/1/2026	12/1/2027
Weekday	\$60.13	\$61.33	\$62.56	\$63.81
Evening/Night				
	\$65.12	\$66.42	\$67.75	\$69.10
Weekend/ Holiday				
	\$73.71	\$75.19	\$76.69	\$78.23

- a. The above rates shall apply to per diems hired after July 1, 2001 and existing per diems who will benefit from such rates. Those existing per diems for whom such rates and differentials would result in a reduction of pay shall be grandfathered and shall continue to receive the rate which they would receive as either a full or part-time employee plus \$1 and continue to receive the same evening, night and weekend differentials.
- b. Operating Room: For emergency, off-hours needs, there shall be a special per-diem OR rate of \$250 for up to 4 hours and \$50/hour beyond 4 hours. Full-time and Part-time BNBMC employees who are not on-call and come in under such circumstances shall also be paid this rate.
- c. Per Diem employees who change status to a full-time or part-time status shall slot into the salary scale at the step, which is appropriate to years of service/experience. A full time or part time employee with 20 years or more of service, who chooses to move to per diem status shall be entitled to maintain their current rate of pay if more than the per diem rate.

Full-time and Part-time Wage Scale, APNs				
Step	Current	6/1/2025	6/1/2026	6/1/2027
0	\$64.90	68.14	70.87	72.99
1	\$65.47	68.75	71.50	73.64
2	\$66.06	69.36	72.14	74.30
3	\$66.64	69.97	72.77	74.95
4	\$67.22	70.58	73.40	75.60
5	\$68.01	71.41	74.27	76.50
6	\$68.82	72.26	75.15	77.41
7	\$69.62	73.10	76.02	78.30
8	\$70.46	73.98	76.94	79.25
9	\$71.29	74.85	77.85	80.18
10	\$72.13	75.74	78.77	81.13
11	\$72.96	76.61	79.68	82.07
12	\$73.37	77.04	80.12	82.52
13	\$73.77	77.46	80.56	82.97
14	\$74.18	77.88	81.00	83.43
15	\$74.58	78.31	81.44	83.88
16	\$74.98	78.73	81.88	84.34
17	\$75.39	79.16	82.32	84.79
18	\$75.79	79.58	82.76	85.25
19	\$76.19	80.00	83.20	85.70
20	\$76.60	80.43	83.65	86.16
21	\$77.00	80.85	84.09	86.61
22	\$77.41	81.28	\$84.53	\$87.06
23	\$77.81	81.70	84.97	\$87.52
24	\$78.21	82.13	85.41	87.97
25	\$78.62	82.55	85.85	88.43
26	\$79.02	82.97	86.29	88.88
27	\$79.43	83.40	86.73	89.34
28	\$79.83	83.82	87.17	89.79
29	\$80.23	84.25	87.62	90.24
30	\$80.63	84.17	87.54	90.16
31		84.60	87.98	90.62

A. Any APN currently making a higher rate than the above chart will have their wage rate maintained (will not receive Step Increases) but will receive the Across-the-Board Increases. Wage rates above apply to any and all new membership.

B. All contractual increases beginning June 1, 2022, shall apply throughout the term of the CBA.

C. All full time APNs are to maintain an exempt status and all job responsibilities remain the same as prior to the execution of this agreement.

D. A differential of ~~\$125~~ **\$150.00** shall be paid to any APN working a contractually recognized Holiday.

E. The per diem rate shall be:

	6/1/25	12/1/26	6/1/27
Per Diems	\$78.46	\$80.02	\$81.62

21.7 Non-Nursing Professional Wage Scales

Recreation Therapists and Social Workers (BSW):

Step	Current	6/1/25	6/1/26	6/1/27
1	\$30.19	31.70	32.96	33.95
2	31.13	32.68	33.99	35.01
3	32.08	33.68	35.03	36.08
4	33.02	34.67	36.06	37.14
5	33.97	35.67	37.10	38.21
6	34.92	36.66	38.13	39.27
7	35.84	37.63	39.14	40.31
8	36.80	38.64	40.18	41.39
9	37.74	39.62	41.21	42.44
10	38.69	40.62	42.25	43.52
11	39.63	41.61	43.28	44.57
12	40.58	42.61	44.32	45.65
13	41.51	43.59	45.33	46.69
14	42.45	44.57	46.36	47.75
15	43.41	45.58	47.40	48.82
16	44.18	46.39	48.25	49.70
17	44.95	47.20	49.09	50.56
18	45.69	47.97	49.89	51.39
19	46.40	48.72	50.67	52.19
20	47.01	49.36	51.33	52.87
21	47.61	49.99	51.99	53.55
22	48.07	50.47	52.49	54.07
23	48.52	50.95	52.99	54.58
24	48.96	51.41	53.47	55.07
25	49.39	51.86	53.93	55.55
26	49.81	52.30	54.39	56.02
27	50.22	52.73	54.84	56.49
28	50.62	53.15	55.28	56.94
29	51.02	53.57	55.71	57.38
30	51.40	53.97	56.13	57.81
31		54.32	56.49	58.19

Occupational and Physical Therapists:

Step	Current	6/1/2025	6/1/2026	6/1/2027
1	46.15	48.46	50.40	51.91
2	47.18	49.54	51.52	53.07
3	48.12	50.53	52.55	54.13
4	49.06	51.52	53.58	55.18
5	50.01	52.51	54.62	56.25
6	50.95	53.50	55.64	57.31
7	51.89	54.49	56.67	58.37
8	52.83	55.48	57.69	59.43
9	53.79	56.47	58.73	60.50
10	54.73	57.46	59.76	61.55
11	55.25	58.01	60.33	62.14
12	55.60	58.38	60.71	62.53
13	55.94	58.74	61.09	62.92
14	56.29	59.11	61.47	71.75
15	57.00	59.85	62.24	71.76
16	57.71	60.59	63.02	71.77
17	58.33	61.25	63.70	71.78
18	58.94	61.88	64.36	71.79
19	59.33	62.29	64.79	71.80
20	59.72	62.70	65.21	71.81
21	60.11	63.11	65.64	71.82
22	60.50	63.52	66.06	71.83
23	60.89	63.93	66.49	71.84
24	61.28	64.34	66.92	71.85
25	61.67	64.75	67.34	71.86
26	62.06	65.16	67.77	71.87
27	62.45	65.57	68.20	71.88
28	62.84	65.98	68.62	71.89
29	63.23	66.39	69.05	71.90
30	63.61	66.79	69.47	71.91
31		67.14	69.83	71.92

Speech Therapists:

Step	Current	6/1/25	6/1/26	6/1/27
1	36.99	38.84	40.40	41.61
2	37.95	39.84	41.44	42.68
3	38.90	40.84	42.48	43.75
4	39.85	41.84	43.51	44.82
5	40.80	42.84	44.55	45.89
6	41.75	43.84	45.59	46.96
7	42.70	44.84	46.63	48.03
8	43.65	45.84	47.67	49.10
9	44.61	46.84	48.71	50.17
10	45.56	47.84	49.75	51.24
11	46.51	48.83	50.79	52.31
12	47.69	50.08	52.08	53.64
13	48.88	51.32	53.37	54.97
14	50.62	53.15	55.27	56.93
15	51.35	53.92	56.07	57.75
16	52.04	54.65	56.83	58.54
17	52.66	55.29	57.50	59.23
18	53.26	55.93	58.16	59.91
19	53.65	56.34	58.59	60.35
20	54.04	56.75	59.02	60.79
21	54.43	57.16	59.44	61.23
22	54.82	57.57	59.87	61.66
23	55.21	57.98	60.29	62.10
24	55.60	58.39	60.72	62.54
25	56.00	58.79	61.15	62.98
26	56.39	59.20	61.57	63.42
27	56.78	59.61	62.00	63.86
28	57.17	60.02	62.43	64.30
29	57.56	60.43	62.85	64.74
30	57.94	60.84	63.27	65.17
31		61.19	63.63	65.54

Pharmacists:

Step	Current	6/1/25	6/1/26	6/1/27
1	66.06	69.36	72.13	74.30
2	67.01	70.36	73.17	75.37
3	67.95	71.35	74.20	76.43
4	68.88	72.32	75.21	77.47
5	69.83	73.32	76.25	78.54
6	70.77	74.31	77.28	79.60
7	71.72	75.31	78.32	80.67
8	72.66	76.30	79.35	81.73
9	73.62	77.30	80.39	82.80
10	74.55	78.27	81.40	83.85
11	75.49	79.26	82.43	84.90
12	76.44	80.26	83.47	85.98
13	77.38	81.25	84.50	87.03
14	78.33	82.25	85.54	88.11
15	79.25	83.21	86.54	89.13
16	80.03	84.03	87.39	90.01
17	80.81	84.85	88.24	90.89
18	81.53	85.61	89.03	91.70
19	82.24	86.36	89.81	92.50
20	82.86	87.00	90.48	93.20
21	83.47	87.64	91.14	93.88
22	83.93	88.12	91.65	94.40
23	84.38	88.60	92.14	94.91
24	84.82	89.06	92.62	95.40
25	85.24	89.51	93.09	95.88
26	85.67	89.95	93.55	96.35
27	86.08	90.38	94.00	96.82
28	86.48	90.80	94.43	97.27
29	86.87	91.22	94.87	97.71
30	87.26	91.62	95.28	98.14
31		91.97	95.65	98.52

Social Workers (MSW):

Step	Current	6/1/25	6/1/26	6/1/27
1	33.97	35.67	37.10	38.21
2	34.92	36.66	38.13	39.27
3	35.84	37.63	39.14	40.31
4	36.80	38.64	40.18	41.39
5	37.74	39.62	41.21	42.44
6	38.69	40.62	42.25	43.52
7	39.63	41.61	43.28	44.57
8	40.58	42.61	44.32	45.65
9	41.51	43.59	45.33	46.69
10	42.45	44.57	46.36	47.75
11	43.41	45.58	47.40	48.82
12	44.35	46.56	48.43	49.88
13	45.30	47.56	49.47	50.95
14	46.24	48.55	50.49	52.01
15	47.18	49.54	51.52	53.07
16	47.95	50.34	52.36	53.93
17	48.73	51.16	53.21	54.80
18	49.45	51.92	54.00	55.62
19	50.15	52.66	54.76	56.41
20	50.77	53.31	55.44	57.10
21	51.37	53.94	56.10	57.78
22	51.83	54.42	56.60	58.30
23	52.28	54.90	57.09	58.81
24	52.72	55.36	57.57	59.30
25	53.15	55.81	58.04	59.78
26	53.57	56.25	58.50	60.26
27	53.98	56.68	58.95	60.72
28	54.38	57.10	59.39	61.17
29	54.78	57.52	59.82	61.61
30	55.16	57.92	60.24	62.04
31		58.27	60.60	62.42

PER DIEM

2025	\$42.34
2026	\$43.16
2027	\$44.02

Social Workers (LCSW):

Step	Current	6/1/25	6/1/26	6/1/27
1	35.84	37.63	39.14	40.31
2	36.80	38.64	40.18	41.39
3	37.74	39.62	41.21	42.44
4	38.69	40.62	42.25	43.52
5	39.63	41.61	43.28	44.57
6	40.58	42.61	44.32	45.65
7	41.51	43.59	45.33	46.69
8	42.45	44.57	46.36	47.75
9	43.41	45.58	47.40	48.82
10	44.35	46.56	48.43	49.88
11	45.30	47.56	49.47	50.95
12	46.24	48.55	50.49	52.01
13	47.18	49.54	51.52	53.07
14	48.12	50.53	52.55	54.12
15	49.06	51.51	53.57	55.18
16	49.84	52.33	54.43	56.06
17	50.62	53.15	55.28	56.93
18	51.34	53.91	56.07	57.75
19	52.04	54.65	56.83	58.54
20	52.66	55.29	57.51	59.23
21	53.27	55.93	58.17	59.91
22	53.73	56.41	58.67	60.43
23	54.18	56.89	59.16	60.94
24	54.62	57.35	59.64	61.43
25	55.05	57.80	60.11	61.91
26	55.47	58.24	60.57	62.39
27	55.88	58.67	61.02	62.85
28	56.28	59.09	61.46	63.30
29	56.67	59.51	61.89	63.74
30	57.06	59.91	62.31	64.17
31		60.26	62.67	64.55
	PER DIEM			
	2025		\$50.04	
	2026		\$51.04	
	2027		\$52.06	

Case Management Lead:

Step	Current	6/1/2025	6/1/2026	6/1/2027
1	48.42	50.84	52.87	54.46
2	49.06	51.52	53.58	55.19
3	49.72	52.21	54.30	55.93
4	50.38	52.90	55.02	56.67
5	51.05	53.60	55.75	57.42
6	51.73	54.32	56.49	58.19
7	52.42	55.05	57.25	58.97
8	53.12	55.77	58.00	59.75
9	53.82	56.51	58.77	60.54
10	54.54	57.27	59.56	61.34
11	55.27	58.03	60.35	62.16
12	56.00	58.80	61.15	62.98
13	56.74	59.57	61.96	63.82
14	57.49	60.36	62.78	64.66
15	58.25	61.17	63.61	65.52
16	59.03	61.98	64.46	66.39
17	59.82	62.81	65.32	67.28
18	60.61	63.64	66.19	68.18
19	61.41	64.48	67.06	69.07
20	62.22	65.33	67.95	69.99
21	63.05	66.20	68.85	70.91
22	63.88	67.07	69.76	71.85
23	64.73	67.96	70.68	72.80
24	65.58	68.86	71.62	73.77
25	66.00	69.30	72.07	74.23
26	66.41	69.73	72.52	74.69
27	66.81	70.15	72.96	75.15
28	67.21	70.57	73.39	75.59
29	67.60	70.98	73.82	76.03
30	67.98	71.38	74.24	76.46
31		71.73	74.60	76.84

Clinical Psychologists:

Step	Current	6/1/25	6/1/26	6/1/27
1	47.18	49.54	51.52	53.07
2	48.12	50.53	52.55	54.12
3	49.06	51.51	53.57	55.18
4	50.01	52.52	54.62	56.25
5	50.96	53.50	55.64	57.31
6	51.90	54.49	56.67	58.37
7	52.84	55.48	57.70	59.43
8	53.79	56.48	58.74	60.50
9	54.73	57.47	59.77	61.56
10	55.67	58.45	60.79	62.62
11	56.62	59.46	61.83	63.69
12	57.55	60.43	62.85	64.73
13	58.51	61.43	63.89	65.80
14	59.45	62.42	64.91	66.86
15	60.40	63.42	65.96	67.93
16	61.17	64.22	66.79	68.80
17	61.94	65.04	67.64	69.67
18	62.67	65.80	68.44	70.49
19	63.37	66.54	69.20	71.27
20	63.99	67.19	69.87	71.97
21	64.59	67.82	70.53	72.65
22	65.05	68.30	71.04	73.17
23	65.50	68.78	71.53	73.68
24	65.94	69.24	72.01	74.17
25	66.37	69.69	72.48	74.65
26	66.79	70.13	72.94	75.12
27	67.20	70.56	73.38	75.59
28	67.60	70.98	73.82	76.04
29	68.00	71.40	74.25	76.48
30	68.38	71.80	74.67	76.91
31		72.15	75.04	77.29

Family Counselors, Mental Health Counselors, and Mental Health Specialists:

Step	Current	6/1/25	6/1/26	6/1/27
1	23.83	25.02	26.02	26.81
2	24.77	26.01	27.05	27.86
3	25.73	27.01	28.09	28.94
4	26.67	28.00	29.12	29.99
5	27.61	28.99	30.15	31.05
6	28.56	29.99	31.19	32.12
7	29.49	30.96	32.20	33.17
8	30.44	31.96	33.24	34.24
9	31.38	32.95	34.27	35.30
10	32.34	33.95	35.31	36.37
11	33.28	34.94	36.34	37.43
12	34.22	35.93	37.36	38.49
13	35.16	36.91	38.39	39.54
14	36.10	37.90	39.42	40.60
15	37.05	38.90	40.46	41.67
16	37.83	39.72	41.31	42.55
17	38.60	40.53	42.15	43.41
18	39.32	41.29	42.94	44.23
19	40.03	42.04	43.72	45.03
20	40.64	42.67	44.38	45.71
21	41.24	43.30	45.04	46.39
22	41.70	43.79	45.54	46.91
23	42.16	44.26	46.03	47.41
24	42.59	44.72	46.51	47.91
25	43.02	45.17	46.98	48.39
26	43.44	45.61	47.44	48.86
27	43.85	46.05	47.89	49.32
28	44.26	46.47	48.33	49.78
29	44.65	46.88	48.76	50.22
30	45.03	47.28	49.18	50.65
31		47.63	49.54	51.03

Addiction Counselors:

Step	Current	6/1/25	6/1/26	6/1/27
1	26.41	27.73	28.84	29.71
2	27.04	28.39	29.53	30.42
3	27.66	29.04	30.21	31.11

Substance Abuse Workers:

Step 1 -0 to 1 year

Step 2 -1 to 2 years

Step 3- 2 to 3 years

Per diem – Step 3

*Wages to mirror first three steps of Addiction Counselor wage chart

New

*CADC certification is required per NJAC 13:34-3.2 within a three-year period. Should certification not be attained any noncompliant employees will be terminated to ensure compliance of New Jersey Administrative Code Title 13 Law and Public Safety Chapter 34C Alcohol and Drug Counselor Committee.

CADC		6/1/2025	6/1/2026	6/1/2027
Step	12/1/2025	5%	4%	3%
1	30.19	32.33	33.62	34.63
2	30.80	32.99	34.31	35.34
3	31.44	33.67	35.01	36.06
4	32.05	34.33	35.70	36.77
5	32.67	34.99	36.39	37.48
6	33.29	35.65	37.08	38.19
7	33.54	35.92	37.36	38.48
8	33.80	36.20	37.64	38.77
9	34.05	36.47	37.93	39.06
10	34.30	36.74	38.21	39.35
11	34.56	37.01	38.49	39.64
12	34.81	37.28	38.77	39.93
13	35.06	37.55	39.05	40.22
14	35.31	37.82	39.34	40.52
15	35.57	38.09	39.62	40.81
16	35.82	38.36	39.90	41.10
17	36.07	38.64	40.18	41.39
18	36.33	38.91	40.46	41.68
19	36.58	39.18	40.75	41.97
20	36.83	39.45	41.03	42.26
21	37.09	39.72	41.31	42.55
22	37.34	39.99	41.59	42.84
23	37.59	40.26	41.87	43.13
24	38.03	40.73	42.36	43.63
25	38.46	41.19	42.84	44.12
26	38.88	41.64	43.31	44.61
27	39.29	42.08	43.76	45.08
28	39.69	42.51	44.21	45.54
29	40.09	42.93	44.65	45.99
30	40.47	43.34	45.08	46.43
31		43.74	45.49	46.85

CADC PER DIEM	
2025	\$37.01
2026	\$37.75
2027	\$38.50

Licensed Alcohol and Drug Counselor:

Step	Current	6/1/25	6/1/26	6/1/27
1	33.97	35.67	37.10	38.21
2	34.59	36.32	37.78	38.91
3	35.21	36.97	38.45	39.60
4	35.83	37.62	39.12	40.30
5	36.46	38.28	39.81	41.01
6	37.08	38.93	40.49	41.70
7	37.33	39.20	40.77	41.99
8	37.58	39.46	41.04	42.27
9	37.84	39.73	41.32	42.56
10	38.09	40.00	41.59	42.84
11	38.34	40.26	41.87	43.13
12	38.60	40.53	42.15	43.41
13	38.85	40.79	42.42	43.70
14	39.10	41.06	42.70	43.98
15	39.36	41.32	42.98	44.27
16	39.61	41.59	43.25	44.55
17	39.86	41.86	43.53	44.84
18	40.12	42.12	43.81	45.12
19	40.37	42.39	44.08	45.41
20	40.62	42.65	44.36	45.69
21	40.88	42.92	44.64	45.98
22	41.13	43.19	44.91	46.26
23	41.38	43.45	45.19	46.54
24	41.82	43.91	45.67	47.04
25	42.25	44.36	46.14	47.52
26	42.67	44.80	46.59	47.99
27	43.08	45.23	47.04	48.45
28	43.48	45.66	47.48	48.91
29	43.88	46.07	47.91	49.35
30	44.26	46.47	48.33	49.78
31		46.82	48.70	50.16

LPC:

Step	Current	6/1/25	6/1/26	6/1/27
1	34.91	36.65	38.12	39.26
2	35.69	37.48	38.98	40.15
3	36.47	38.30	39.83	41.02
4	37.26	39.12	40.69	41.91
5	38.05	39.95	41.55	42.79
6	38.83	40.77	42.40	43.68
7	39.42	41.39	43.05	44.34
8	40.02	42.02	43.70	45.01
9	40.62	42.65	44.36	45.69
10	41.22	43.28	45.01	46.36
11	41.82	43.91	45.67	47.04
12	42.42	44.54	46.32	47.71
13	43.02	45.17	46.97	48.38
14	43.61	45.79	47.62	49.05
15	44.21	46.42	48.28	49.72
16	44.72	46.96	48.84	50.30
17	45.24	47.50	49.40	50.89
18	45.73	48.02	49.94	51.44
19	46.21	48.52	50.46	51.97
20	46.64	48.97	50.93	52.46
21	47.07	49.42	51.40	52.94
22	47.43	49.80	51.79	53.34
23	47.78	50.17	52.18	53.74
24	48.22	50.63	52.65	54.23
25	48.65	51.08	53.12	54.72
26	49.07	51.52	53.58	55.19
27	49.48	51.95	54.03	55.65
28	49.88	52.37	54.47	56.10
29	50.28	52.79	54.90	56.55
30	50.66	53.19	55.32	56.98
31		53.54	55.68	57.35

21.8 Sign – On Bonus

Management in its sole discretion retains the right to provide sign on bonuses to individuals to whom the BNBMC has made an offer of employment, pursuant to a sign on bonus agreement. Management will notify the Union in advance of its intention to offer any sign on bonus.

ARTICLE 22: PREMIUMS/ DIFFERENTIALS

22.1 a. For Registered Nurses: Shift Differential

- a. Employees whose straight-time hours end after 7 p.m. will get the evening shift differential for hours worked from 3 p.m. on:

Ten Percent (10%) of base hourly rate

- b. Employees whose straight-time hours end after 3 a.m. will get the night shift differential for hours worked from 11 p.m. on:

Twelve Percent (12%) of base hourly rate

- c. Shift differential, when received on a regular basis, will not be considered as part of the regular compensation pay, but will be included in payment for all paid leave time as set forth in this Agreement.

22.1 b. For Non-Nursing Professionals: Shift Differential

- a. Employees whose straight-time hours end after 7 PM will receive the evening shift differential for hours worked from 3 PM on. The evening shift differential shall be Ten Percent (10%) of base hourly rate to a maximum of \$5.00 per hour.

- b. Employees whose straight-time hours end after 3 AM will receive the night-shift differential for hours worked from 11 PM on. The night shift differential shall be Twelve Percent of base hourly rate to a maximum of \$5.50 per hour.

22.2 For Registered Nurses: Charge Pay

- a. On all shifts a charge nurse shall be designated on the schedule by the Nurse Manager.
- b. The "charge nurse" differential shall be two dollars and twenty-five cents (\$ 2.25) per hour.

22.3 Education Differential

- A. All full time and part time employees will receive an annual bonus paid in two parts on June

30th and December 15th to employees for each of the following Educational credentials:

- a. B.S.N. - \$675.00 – This also applies to a BA or a BS in health-related disciplines if the employee was hired and received a degree before January 1, 1982.
- b. M.S.N. or master's degree in area of nursing expertise - \$850.00
- c. Doctorate in area of expertise (for RN's and non-nursing professionals where the doctorate is in their field of practice but not required by the job) -\$1,200.00
- d. Physical Therapists with Doctoral degrees shall receive an hourly differential of one dollar (\$1.00) per hour.
- e. There will be no pyramiding of education differentials. Employees are only eligible to be compensated for their highest degree above.
- f. A Recreation Therapist with a current Certified Therapeutic Recreation Specialist (CTRS) certification shall receive an hourly differential of one dollar (1.00) per hour.
- g. Any employee that receives bilingual certification will receive two dollars (\$2.00) per hour added to their base rate of pay for hours spent providing bilingual services. Details surrounding bilingual certification pay to be agreed upon by the parties.

22.3(a) Certification Pay

A. National Professional Certification – Any RN that holds a nationally recognized certification applicable to the division in which they work, shall receive a differential of nine hundred (900) dollar per year.

22.3 B. Critical Care Differential

1. All assigned Full Time, Part Time and Per Diem RN's working in the ER/OR/PACU/ICU/CCU/ITCU shall receive a differential of \$4.00/hour for all hours worked on these Units.

- a. Any employee who obtains their Specialty Certification within 360 days (CNOR, CCRN, CEN, PCCN) will maintain the \$4.00 differential and will be paid an additional \$4.00 certification differential once they obtain and maintain their Specialty Certification.
- b. Any RN who does not obtain their Specialty Certification within 360 days (CNOR, CCRN, CEN, PCCN) will forfeit the \$4.00 differential.
- c. RN's that work in the OR who choose not to work in the intraoperative setting will have the option to obtain the CCRN Specialty Certification in place of the CNOR Specialty Certification

2. For the purpose of Specialty Certification, the above will apply to all assigned Full Time, Part Time, and Per Diem RN's who work in the OR (CNOR or CCRN) PACU (CPAN or CAPA),

ICU/CCU/ITCU (CCRN or PCCN) or ED (ED=CCRN or CEN).

3. All certified RN's receiving the \$8.00/hour differential for working in the above areas are red circled and will continue to receive said differential

4. All employment records will be reviewed by the employee's Director of Nursing, a Human Resources Representative(s) and an HPAE representative(s) for the purpose of eligibility determination. For example, it is each RN's responsibility to maintain certification, otherwise they will lose the full \$8.00/hour certification pay until such time that it is re-attained

B. Only one certification per nurse shall be compensated as above (i.e., no pyramiding of certification pay).

22.4 a. For Registered Nurses: Weekend Differentials

An employee shall receive a differential of two dollars and twenty-five cents (\$2.25) per hour in addition to her/his regular compensation rate for all hours worked on weekends.

22.4 b. For Non-Nursing Professionals:

Employees scheduled to work on Saturday or Sunday shall receive additional compensation in the sum of two dollars and twenty-five cents (\$2.25) per hour for each hour actually worked. This added compensation shall not be included in the hourly rate of pay when computing overtime pay.

22.4c. For Nurse Practitioners

Employees scheduled to work on Saturday or Sunday shall receive additional compensation in the sum of two dollars and twenty-five cents (\$2.25) per hour for each hour actually worked. This added compensation shall not be included in the hourly rate of pay when computing overtime pay.

22.5 State of Emergency

In the event of a Blizzard or other hospital, State or County declared State of Emergency, the Employer shall pay all employees who work beyond their regularly scheduled hours at the rate of time and one-half. During such conditions, employees shall not be docked if they report to work up to four (4) hours late.

- 1) Emergencies would either be government declared states of emergency or, if the hospital had reason to declare its own, a member of the HPAE Local Executive Board will be notified before the declaration is made.
- 2) If BNBMC picks-up an employee to come to work, they will provide transportation home. If transportation is not provided, the Employer shall pay the cost of employee's ride home through a car service (e.g., Uber, Lyft, taxi, etc.).
- 3) No employee will be mandated to sleep in the facility. Management can ask volunteers to sleep over. Employees sleeping over shall be paid straight time. All employees will be provided meals free of charge for the duration of the emergency. Management shall have an established plan, developed in consultation with HPAE, for providing sleep accommodations that allow for comfortable, restful sleep, in a clean environment.
- 4) For all of the above provisions of this article, for a particular event the employer will follow a consistent practice across all divisions for all HPAE bargaining unit employees.

ARTICLE 23: HOLIDAYS AND PERSONAL DAYS

23.1 Holidays Recognized and Observed

- a. The following days shall be recognized and observed as paid holidays:

New Year's Day
Martin Luther King's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day
Juneteenth

- b. Units/Departments which operate 7 days per week shall observe the holiday on the day it falls. For units that have a Monday through Friday schedule, as in the past, whenever any of the holidays listed above fall on a Saturday, the preceding Friday will be observed as the holiday. If the holiday falls on a Sunday, it will be observed the following Monday. Each employee may only be credited one time for each holiday worked.
- c. Other accrued time off for the celebration of religious holidays may be granted to those employees for whom the holidays are significant.
- d. Holidays shall begin with the shift starting at 11 PM the evening before the holiday (as defined in "b" above) and conclude with the shift ending at 11:30 PM on the holiday (as defined in "b" above).
- e. Management will begin asking for volunteers for end of the year holidays in September and will have schedule finalized by November 1st.

For employees working twelve hour shifts, holidays shall begin with the shift starting at 7 PM the evening before the holiday (as defined in "b" above) and conclude with the shift ending at 7:30 PM on the holiday (as defined in "b" above).

23.2 Eligibility

- a. All full time employees shall be eligible for the above holidays.
- b. Part time employees, as defined in Article 15, shall be eligible for pro-rated holiday time.
- c. Employees who call in sick on the work day immediately preceding or immediately following a holiday will be required to produce a doctor's certificate to his/her supervisor within five (5) days of notification, or the employee will not be eligible for sick or holiday pay. This will not apply when the employee worked the holiday.

23.3 Scheduling

Recognizing that the Employer operates each day of the year and that it is not possible for all employees to be off on the same day, the Employer shall have the right, at its sole discretion, to require any employee to work on any of the Holidays herein specified. The employer agrees to

distribute holidays off on an equitable basis and employees may request their preference for holidays off.

23.4 Holiday Pay

- a. In the event that an employee is required to work any of the above stated holidays, he/she shall be paid his/her regular rate of pay plus .60 per hour for Registered Nurses and .50 per hour for Non-Nursing Professionals (time and a half for Christmas Day and New Year's Day) for all hours worked on a holiday, plus receive an additional day off with regular pay, plus shift differential, if applicable, within six months of the holiday or eight (8) hours regular pay in lieu thereof, by mutual agreement between the Employer and employee.

In 2004, Thanksgiving will be added to the list of holidays for which employees receive time and a half for working the holiday. In 2005, Labor Day will be added to that list. In 2006, Memorial Day and Independence Day shall also be added.

- b. If the holiday falls on the employee's regularly scheduled day off, the employee shall receive an additional day off at regular pay, plus shift differential, if applicable, thirty (30) days before or after the holiday. The employee must provide at least two (2) alternative dates within this period and the employer shall not unreasonably deny one of those dates. In the event the employer reasonably denies those dates, the time for the use of the day shall be extended an additional thirty (30) days or the employee shall receive holiday pay. In the event the employee does not provide at least two (2) alternative dates, the employee shall receive holiday pay.
- h. Requests to be scheduled off on a holiday must be submitted in a four (4) week time frame up to two (2) weeks prior to the date the schedule is posted. The hospital shall respond to holiday requests within ten (10) days after the close of the request submission period.

23.5 Personal Days

After completion of three (3) months of service, full-time employees will be entitled to two (2) personal days per year, non-cumulative. As of July 1, 2003, employees shall be entitled to three (3) personal days per year. The personal day shall be scheduled in advance subject to the scheduling needs of the Department with the approval of the Employer. If the employee made a good-faith effort to use their personal days and was denied such use by the employer, the employee may carry over all such unused days into the next year. Personal day requests shall not be unreasonably denied on a weekend as opposed to weekdays.

Part-time employees shall receive a pro rata personal day benefit as per Article 15.1. Per Diem employees shall receive no personal days. The Hospital shall respond to requests for personal days within seven (7) calendar days of submission. Such response shall indicate either a favorable or unfavorable reply. Requests of this kind shall not be unreasonably denied. Employees shall not be required to find their own coverage when requesting a personal day.

In the event of a bona fide emergency, full time and part time employees may take their personal days. Employees shall give the Medical Center as much advance notice as possible of their need to take the personal day. The Medical Center shall respect the employee's confidentiality and only require enough information to determine the credibility of the bona fide emergency.

Employees may roll over one (1) unused personal day to the following calendar year. Employees must use a rolled over personal day by March 15th of the following calendar year or it shall be forfeited.

ARTICLE 24: VACATIONS

24.1 Amount

1. Full-time employees shall accrue vacation as follows:

Bergen Pines employment counts towards years of service.

2. Employees with less than two (2) years, accrue ten (10) days per year. New employees can use their vacation after six (6) months of continuous employment. However, should an employee break their employment or be terminated prior to nine (9) months of employment, said employee must reimburse the Hospital for their used vacation. Registered Nurses in the Behavioral Health and Acute Care Divisions shall accrue fifteen (15) days per year.
3. Employees with two (2) years of service and less than six (6) years accrue fifteen (15) days per year.
4. Employees with six (6) years of service and less than twenty (20) years accrue twenty (20) days per year.
5. Employees with twenty (20) years or more of service accrue twenty-two (22) days per year.
6. Part-time employees, but not per diem employees, shall receive a pro rata benefit under this section as per article 15.
7. Whereas an employee who is terminated for willful misconduct and/or in instances where previous written disciplinary warnings were issued for an offense of a similar nature within the previous two (2) years, will not be eligible to receive vacation payout at the time of their termination for any unused vacation that he/she has accumulated at the time of separation. If an employee voluntarily resigns, they would be eligible to receive any unused vacation only if the employee has provided proper notice as per article 30.

24.2 Vacation Pay and Accumulation

- a. An employee entitled to vacation under Section 1 of this Article will be paid vacation time at the employee's regular compensation rate including the shift differential, when applicable.
- b. At the end of any calendar year, the maximum accumulated vacation is the amount the employee accrued during that year. If employee had reasonably requested use of time and was denied such use by the employer then the choice of whether the employee carries over time in excess of the limit above or paid for such time shall be up to the employer.

24.3 For Registered Nurses: Scheduling

- a. The vacation period will be the entire calendar year subject to the needs of the Hospital as determined by the Employer. The Hospital shall make all reasonable attempts to take into account the employee's preference.
- b. Vacation days earned may be taken one (1) at a time throughout the year consistent with the needs of the individual and patient care units.
- c. The Hospital shall respond to requests for vacation time as soon as possible after submission.

The employee with the greater seniority shall be given the first choice for vacation leave at the time that annual requests are due in the department. In no event shall such response be given later than fourteen (14) calendar days after submission.

- d. Employees requesting vacation leave prior to the posting of the schedule shall not be required to find their own coverage.
- e. An employee may request to retract previously approved vacation time up until two weeks prior to the posting of the schedule for the period in which the vacation would have occurred, approval of which will not be unreasonable denied. After the two-week period before the posting of the schedule management may allow the employee to retract vacation.

24.4 For Non-Nursing Professionals: Choice of Vacation Leave

When feasible, a vacation leave shall be granted at the time requested by the employee. However, if the nature of the work makes it necessary to limit the number of employees in the same discipline on vacation at the same time, the employee with the greater seniority shall be given the first choice for vacation leave at the time annual requests are due in the department. Unless preferences for vacation leave are submitted to the Employer within fourteen (14) calendar days after distribution of request forms to the employees by the Employer, the employee shall forfeit the seniority rights with respect to vacation preferences.

- a. Employees requesting vacation leave prior to the posting of the schedule shall not be required to find their own coverage.
- b. An employee may request to retract previously approved vacation time up until two weeks prior to the posting of the schedule for the period in which the vacation would have occurred, approval of which will not be unreasonable denied. After the two-week period before the posting of the schedule management may allow the employee to retract vacation.

24.5 For Non-Nursing Professionals: Holiday Occurring During Vacation Leave

If a holiday occurs during an employee's vacation leave, the holiday will be recognized by the Employer. Such recognition shall not automatically extend the employee's vacation leave; however, the employee may request that the vacation leave be extended.

24.6 For Non-Nursing Professionals: Vacation Right in Case of Layoff or Separation

- (a) Any employee who is laid off, discharged, retired or separated from the service of the Employer for any reason prior to taking his or her vacation leave shall be paid for any unused vacation he/she has accumulated at the time of separation unless the employee has not given proper notice as required under Article 30.
- (b) In the case of the death of an employee, such payment shall be made to his/her estate.

ARTICLE 25 - SICK LEAVE

25.1 Entitlement

- a. After ninety (90) days of employment, full-time employees, retroactive to date of hire, shall be entitled to paid sick leave earned at the rate of one (1) day per month for each month up to a maximum of twelve (12) days per year. Employees may accrue sick leave to a maximum of 400 hours. If an employee who was not vested in the Bergen Pines pension carried over accrued time from Bergen Pines in excess of 400 hours, the employee may carry over the full amount but will not accrue sick time until the accrual falls below 400 hours.

- b. A part-time employee but not a per diem employee shall receive a pro-rata benefit under this section as per Article 15. An employee who changes from full-time employment to part-time employment status shall retain any accrued sick leave hours.
- c. The first five (5) days of sick leave may be used throughout the year at employee's discretion for any of the following reasons:
 - Time needed for diagnosis, care, or treatment of, or recovery from, an employee's mental or physical illness, injury or other adverse health condition, or for preventive medical care.
 - Time needed for an employee to aid or care for a family member (defined below) during diagnosis, care, or treatment of, or recovery from, the family member's mental or physical illness, injury or other adverse health condition, or during preventive medical care for the family member.
 - Absence necessary due to circumstances resulting from an employee's , or an employee's family member, being a victim of domestic or sexual violence, if the leave is to allow the employee to obtain for himself/herself or a the employee's family member: medical attention needed to recovery from physical or psychological injury or disability caused by domestic or sexual violence; services from a designated domestic violence agency or other victim services organization; relocation; or legal services, including obtaining a restraining order or preparing for, or participating in, any civil or criminal proceeding related to the domestic or sexual violence.
 - Time during which the employee is not able to work because of the closure of the employee's workplace, or the school or place of care for the employee's child, by order of a public health official due to an epidemic or other public health emergency, or because of the issuance by a public health authority of a determination that your presence in the community, or the employee's family member's need for care by the employee, would jeopardize the health of others.
 - Time needed by the employee in connection with the employee's child to attend a school-related conference, meeting, function or other event requested or required by a school administrator, teacher, or other professional staff member responsible for the employee's child's education, or to attend a meeting regarding the care provided to the employee's child in connection with the employee's child's health conditions or disability.

25.2 Pay

- a. An employee will be paid for sick leave at the employee's regular compensation rate for the employee's regularly scheduled workday. Sick leave for the last seven (7) sick days in any year will be applicable only if the employee is ill on the days during which the employee is regularly scheduled to work. Sick leave will be applicable only if the employee is ill on the days during which the employee is regularly scheduled to work. While on Family and Medical Leave Act leave, employees may use a minimum of two (2) and up to four (4) sick days per year. To be eligible for the sick leave benefit, a registered nurse must notify the central staffing office (or department manager where protocols are established) at least two (2) hours prior to the start of the day shift and three hours prior to the start of the evening and night shifts, except in cases of proven inability to furnish such notice. To be eligible for the sick leave benefit, a non-nursing professional who is absent due to illness or injury must notify the employee's direct supervisor as soon as possible but at least two (2) hours before start of her/his regularly scheduled work day, except in cases of proven inability to furnish such notice. If the direct supervisor does not answer the phone, the employee must leave their notification on the supervisor's voicemail.

The notification must be given on a daily basis unless another arrangement has been made. Employees who have been on sick leave may be required to be examined by the Hospital's health service physician before being permitted to return to duty.

- c. Registered Nurses will give notice of sickness to the Nursing Office Personnel or an ADN via the telephone operator if the Nursing Office is unattended, or, when operational, through leaving a message on an answering machine designed for this purpose.

Non-Nursing Professionals will give notice of sickness to the Department Head as per the procedure established by the Department. In the event that the designated individual who the employee is supposed to speak with is not available, a voicemail box will be designated for such call.

- d. The Employer may require that an employee submit proof of illness or accident satisfactory to the Employer as a condition for receiving sick leave payment only for absences of more than three (3) consecutive days or where management believes there is a pattern or the employee has excessive absenteeism. Such requests will not be made in an arbitrary or capricious manner.
- e. If an employee has resigned, is dismissed, or laid off and has exceeded the employee's allowable sick leave (or pro-rata portion for the year of departure from the Hospital), the excess sick leave shall be deducted from any monies due the employee from the Employer at the time of resignation, dismissal or lay-off. This provision shall not be construed to create a right to take sick leave before it is earned.

25.3 Disability and Worker's Compensation

- a. The employer will provide disability benefits as per applicable law.
- b. Procedure

Employees are eligible for disability after seven (7) calendar days (five working days). If the employee chooses to apply for disability benefits, he/she has the following options:

1. Receive approximately one third (1/3) of their wages from accrued sick time (if there is accrued time in the employee's bank). The other approximately 2/3 of pay will come from New Jersey State Disability. If the employee chooses this option, his/her accrued sick time will be charged 1/3 of sick day per day.
2. Receive approximately 1/3 of wages (if the employee has accrued sick time). The other approximately two thirds of pay will be paid at the same time, by payroll, as an advance, net of taxes. The employee then must sign over his /her New Jersey State Disability check to the employer. The employee is charged one third of a sick day for every day on disability.

The employee may also choose not to apply for disability and use his/her sick time, charged as a full day for every day out on disability.

- c. The employer will provide Workers' Comp benefits per applicable law. If an employee is out sick for longer than seven calendar (7) days (five working days), he/she may supplement

Workers' Compensation benefits with his/her sick time.

- d. Pursuant to applicable law, employees who are unable to perform their regular duties because of injuries received while on duty at the Hospital, shall receive Workers' Compensation benefits. In the event that an injury is the result of a patient attack, the employer shall pay such employee their full pay for a period of up to five (5) days, rather than having the employee utilize sick time as permitted under the law.
- f. Employees on alternate or modified assignments shall be given appropriate assignments based on their ability to perform their job. Assignments will be with the recommendation of the Employee Health Coordinator and the Risk Manager. Employees, who believe their assignment puts them or their patients at risk, may seek additional review by Employee Health or the Risk Manager. The individual's limitations will be considered when making the staffing plan for the unit.
- f. The Employer shall make every effort to place employees, who through physical or other handicap become disabled, to vacant positions which they are able to perform. In addition, the Employer shall conform itself to the Americans with Disabilities Act.

ARTICLE 26: OTHER PAID LEAVES

26.1 Bereavement Leave

- a. Time off with pay at the regular compensation rate plus shift differential, if applicable, for four (4) working days will be given in the event of the death of a member of the employee's immediate family.
- b. Immediate family is defined as: parents, spouse/civil union partner, children, grandparents, parent in-laws, grandchildren, siblings and spousal equivalents. Such days must be taken on consecutively scheduled work days within a reasonable period of time of the day of the death or the funeral. Consecutively scheduled work days may bookend scheduled days off for the purpose of this provision. The days may neither be split or postponed.
- c. Additional accrued paid time may be requested by the employee and shall not be unreasonably denied during a period of bereavement.
- d. This benefit shall not be prorated for Part-Time employees but shall be fully paid, provided the number of days does not exceed scheduled work days worked in the seven days around the funeral.
- e. The Employer may require proof of death such as death certificate, obituary, or letter from a licensed funeral director.

26.2 **Jury Duty**

- a. Amount - An employee who is summoned to serve as a juror shall be paid the difference between the employee's regular pay less the employee's pay as a juror for each work day while on jury duty, which shall not include "on call" jury duty time when employee's are able to work. The receipt of a subpoena or notice to report for jury duty must be reported immediately to the Director of Nursing Service/Department Director and/or her/his designee.
- b. Procedure - An employee who is summoned to jury duty will promptly notify the Employer. No Registered Nurse shall be required to serve more than five (5) days per week in any combination of jury duty and regular work time. No Non-Nursing Professional who regularly works one weekend every other week or greater shall be required to serve more than five (5) days per week in any combination of jury duty and regular work time. For example, if an employee's regular schedule for the week of jury duty is Wednesday through Sunday, such employee may opt either to work the weekend or not work and take benefit time or unpaid time for that Saturday and Sunday. An employee who performs jury duty pursuant to such summons and who is thereafter released from such service or duty will promptly notify the Employer of such release.

26.3 **For Registered Nurses: Paid Leave of Absence; Limitations**

All paid leaves as described above must be taken at the time of the related occurrence, or reasonably thereafter, or shall be waived.

Employees will be terminated for obtaining a leave of absence under false pretenses or for failure to return from an authorized leave of absence.

ARTICLE 27: INSURANCE

27.1 Health Insurance

Increase medical/Rx employee contributions as set forth below:

June 1, 2025- Increase by 10%

June 1, 2026- Increase by 10%

June 1, 2027- Increase by 10%

- a. Effective June 1, 2007, Employees shall receive health insurance (Horizon Blue Cross/Blue Shield of New Jersey) for themselves and their eligible dependents under either the BNBMCORE Medical Plan, BNBMC Premium Plan or the BNBMC Premium Plus Plan sponsored by the Employer.

BNBMC shall continue to offer the Plans under equivalent terms and conditions. BNBMC may change the Plans provided there is no materially detrimental change to benefits or program design. Prior to making a change in a Plan, BNBMC shall provide the Union with thirty (30) days' notice of the proposed changes. During this period, the Union and BNBMC may engage in discussions regarding whether the changes to the Plan are materially detrimental.

This benefit shall be available for all employees covered by this Agreement provided that they are regularly scheduled to work forty (40) hours bi-weekly or more, and it shall become effective after three thirty (30) days of Hospital employment.

Medical/Rx Plan Employee Contributions (bi-weekly)

Per Pay Period

FULL-TIME	Core 6-1-25	Core 6-1-26	Core 6-1-27	Prem 6-1-25	Prem 6-1-26	Prem 6-1-27	Plus 6-1-25	Plus 6-1-26	Plus 6-1-27
Employee	44.21	48.63	53.49	88.35	97.19	106.90	154.68	170.15	187.16
EE+Child(ren)	88.35	97.19	106.90	176.77	194.45	213.89	268.82	295.70	325.27
EE+Spouse	132.58	145.84	160.42	262.82	289.10	318.01	401.39	441.53	485.68
Family	162.04	178.24	196.07	357.19	392.91	432.20	533.94	587.33	646.07

PART-TIME									
Employee	268.82	295.70	325.27	313.03	344.33	378.77	445.6	490.16	539.18
EE+Child(ren)	313.03	344.33	378.77	401.39	441.53	485.68	556.07	611.68	672.84
EE+Spouse	379.3	417.23	458.95	511.86	563.05	619.35	714.41	785.85	864.44
Family	489.74	538.71	592.59	670.21	737.23	810.95	869.06	955.97	1051.56

Effective June 1, 2016, BNBMC Health Plan design will change to provide a total of twenty-five (25) in- network, non-domestic physical therapy, occupational therapy and/or speech therapy sessions per benefit year.

Effective June 1, 2019 BNBMC Health Pan Design will change to incorporate hearing aids, in an amount not to exceed \$3,000 over a three year period.

Effective June 1, 2013 BNBMCHEALTH PLAN DESIGN will change as follows:

Service	Bergen Direct***	Core Plan	Premium Plan	Premium Plus Plan
Annual Preventative	\$0 co-pay	\$0 co-pay	\$0 co-pay	\$0 co-pay
Lab Services (Outpatient)	100%	65%	70%	70%
Lab Services (Free Standing)	100%	65%	70%	80% INN*; 70% OON**
Diagnostic (radiology) Out-patient	100%	65%	70%	70%
Diagnostic (radiology) - Free Standing	100%	65%	70%	80% INN*; 70% OON**

Bariatric Surgery	Not offered	Remove \$5,000 max; increase to 60%	Remove \$5,000 max; increase to 70%	Remove \$5,000 max; increase to 70%
Surgery (In-patient)	100%	70%	No change	No change
Surgery (Out-patient)	100%	70%	No change	80%
Surgery Center Free Standing	Not offered	80%	No change	No change

Percentages represent co-insurance

* In-Network

** Out-of-Network

*** Bergen Direct is offered with all three plans

- b. The Hospital shall also extend the above insurance coverage to any employee who is on unpaid leave of absence during which there is an eligibility for Worker's Compensation benefits as per applicable law.
- c. If an employee is on unpaid leave of absence, except as provided for in (a) above, she/he shall continue to be covered until the last day worked, after which the employee shall be offered the opportunity to continue her/his coverage at personal expense at the COBRA rates.
- d. Any insured employee who resigns or is terminated for any reason, shall continue to be covered until the last day worked, after which the employee shall have the opportunity to continue her/his coverage at personal expense at the COBRA rates.
- e. Deductibles shall be as per the attached Summary Plan Description.

27.2 Dental Plan

The Employer shall provide a third tier of dental coverage with a \$1,500 annual maximum benefit per benefit year.

Employee contributions per pay period for dental insurance are set forth below. The rates set forth below shall remain in effect for the term of this Agreement.

	Delta Care USA	Delta PPO (\$1,000 annual max.)	Preferred PPO (\$1,500 annual max.)
Single	\$7.50	\$15.19	\$16.86
Employee + 1	\$10.00	\$20.26	\$22.49
Family	\$12.50	\$32.34	\$35.90

Part-time employees can receive coverage if they pay the full cost of the premium.

27.3 Prescription Plan

- a. Effective June 1, 2010 employees shall be able to obtain prescriptions up to 30 days supply from the employer's pharmacy for no more than the following co-payment:

	<u>Core Plan</u>	<u>Premium Plan</u>	<u>Plus Plan</u>
Low Cost Generic	\$10.00	\$8.00	\$8.00
Brand/High Cost Generic	\$25.00	\$20.00	\$20.00
Non-Preferred Brand or Patient Requests Brand	\$25.00 +	\$20.00 +	\$20.00 +
	+ Cost Difference	+ Cost Difference	+ Cost Difference

Cost difference is defined as the difference between generic and preferred brand.

When allowed, a 90-day supply can be filled at a discounted copay equal to twice the "30-day" listed copay's above (rather than three times) Mail order option will be available for filling generic maintenance medications (prescriptions taken on a regular basis).

Retail pharmacies can fill up to a 30-day supply of medication. Vast majority of medications are available at co-pays not to exceed the following:

Core Plan Rx: Generic: \$35.00

Brand: 50% coverage

Premium Plan: Generic: \$30.00 Brand: 50% coverage

Premium Plus: Generic: \$30.00 Brand: 50% coverage

Tier 1 – Low-Cost Generic Brand

Tier 2 – High-Cost Generic Preferred Brand

Tier 3 – Non-Preferred Generic Brand

	<u>Core Plan</u>	<u>Premium Plan</u>	<u>Plus Plan</u>
Low Cost Generic	\$35.00	\$30.00	\$30.00
Brand/High Cost Generic	50% Coverage	50% Coverage	50% Coverage

In light of Bergen New Bridge Medical Center Pharmacy's requirement to provide equal access to all customers as a NJ licensed pharmacy, in lieu of preferential employee access hours, Bergen New Bridge Medical Center will extend operating hours from 7am-6:30pm, will allow enrollment in an automatic refill program, use of an IVR system to call in refills and check status of refills without the need to speak with pharmacy staff, enrollment in text notifications to stay informed of prescription processing status, and storage of a credit card on file to speed up check-out at pick up.

Bergen New Bridge Medical Center will establish and maintain a separate window for employees to have prescriptions filled. Prescriptions will be filled within a 2- hour period if the employee is coming in from the outside (off-duty) and 4-hour period if the employee is on-duty.

	<u>Core Plan</u>	<u>Premium Plan</u>	<u>Plus Plan</u>
Generic	\$10.00	\$8.00	\$8.00
Brand	\$25.00	\$20.00	\$20.00
Non-Preferred Brand	\$25.00 +	\$20.00 +	\$20.00 +
	+ Cost Difference	+ Cost Difference	+ Cost Difference

Cost difference is defined as the difference between generic and preferred brand.

Prescriptions will be limited to a 30 day supply.

Mail order option will be available for filling generic maintenance medications (prescriptions taken on a regular basis). Employee may receive a 90 day supply for \$50.00 co-pay.

Retail pharmacy benefits will be provided by the following schedule:

Retail Pharmacy (up to a 30 day supply)

Core Plan Rx: Generic: \$35.00

Brand: 50% coverage

Premium Plan: Generic: \$30.00

Brand: 50% coverage

Premium Plus: Generic: \$30.00

Brand: 50% coverage

Bergen New Bridge Medical Center will establish and maintain a separate window for employees to have prescriptions filled. Prescriptions will be filled within a 2- hour period if the employee is coming in from the outside (off-duty) and 4-hour period if the employee is on-duty.

Orientation will be provided to employees regarding the insurance plan and coverage, outlining inclusions, exclusions, claims process, payments and an updated insurance card.

27.4 Life Insurance

The employer shall make available Life Insurance to all employees at group rates.

27.5 Flexible Spending Account

Effective January 1, 2008, in addition to the benefits provided in this article, the Medical Center shall establish and make available to employees a tax-advantaged, flexible spending account for medical expenses not covered by other benefit programs.

ARTICLE 28: LONGEVITY PAYMENT

Employees who reached at least their six-year anniversary effective March 15, 1998 are eligible for the following longevity payments on the completion of their anniversary:

6 – 8 years	\$200
9 – 13 years	\$400
14 – 18 years	\$800
19 + years	\$1000

Part-time employees, but not per diem employees, shall receive proportionate amount of the above mentioned benefit.

Longevity payments may (at the option of the employee) be added to the base hourly rate of the employee, but may not be included in any calculation for new wages or promotional moneys.

The amount each employee receives shall be frozen at the current level.

ARTICLE 29: DISCIPLINE/DISCHARGE

- a) The Employer shall have the right to discharge, suspend or otherwise discipline an employee covered by this Agreement for just cause. In the case of suspension, and/or discharge, the Employer will notify the Union and the Local Union President in writing of such action. If the Union desires to contest such action by grievance process, it shall give written notice to the Employer within ten (10) working days from the date of receipt of notice of suspension or termination. In such event, the dispute may be submitted for determination commencing at Step 3 of the grievance procedure.
- b) Where the Employer seeks the imposition of a suspension without pay, or dismissal from service, notice of such discipline shall be made, in writing, and served upon the employee. The conduct for which discipline is being imposed and the penalty proposed shall be specified in the notice. The written notice served on the employee shall contain a full description of the specified act and conduct, including reference to dates, times, and places when relevant and management has such information. All relevant information not in management's possession at the time of the discipline shall be provided to the employee and the union as soon as procured by management. The Union shall be notified, simultaneously or as soon as possible thereafter.

An employee shall not be disciplined for acts which occurred more than sixty (60) days prior to the imposition of the charges, or more than sixty (60) days after the Employer learns of a punishable act, or identifies the responsible person whichever is greater. This exception is limited to those cases where the problem is only evident over a period of time and repetition or where the employer could not reasonably have been aware of the infraction sooner. A grievance filed as a result of suspension shall be initiated at Step 3 of the grievance procedure if the Department Head or her/his designee was present at the disciplinary conference. A termination may be initiated at Step 3 of the grievance procedure.

- c) Verbal and written reprimands shall not be used towards progressive discipline after twelve months. This time period will be extended by any leave of absence taken during it.

Personnel Files

All employees shall have access to review their own personnel files 48 hours after written notification to the Human Resources Department. Such requests shall be reasonable as to frequency. The employee shall have the right to respond, in writing, to any document in the file. Such response shall become part of the personnel file.

An employee may request the expungement of materials included in the file where there are pertinent and substantive inaccuracies, or for reasons of time duration, relevance or fairness. Such requests will be evaluated in relation to the hospital's needs for comprehensive and complete records but will not be unreasonably denied.

No document of anonymous origin shall be maintained in an employee's personnel file.

ARTICLE 30: RESIGNATION

- a. An employee who is resigning shall give the Employer working notice (written) equal to the amount of annual vacation the employee is entitled to hereunder, except in an emergency. The notice will commence from the date the letter of resignation is submitted to the Department Head.
- b. An employee who decides to resign during or following a leave of absence shall give written notification to the Employer ten (10) days prior to the expiration of the leave.
- c. Terminal benefits will be forfeited if the preceding notification is not followed.
- d. All time accrued during such period (holiday, vacation, personal day), shall be pro-rated to the employee's termination date, unless proper required notice has not been given.

ARTICLE 31: SPECIALTY ITEMS

A. For Registered Nurses Only:

31.1 On Call; Operating Room

Nurses assigned to operating room duty shall be "on call" during their non-working hours as required by the Employer pursuant to the following conditions:

- a. The employer will establish an "on-call" schedule which will be posted and which will state the names of the nurses who are on call and the dates and hours of on call duty for a four (4) week period. The Employer will make its best effort to schedule on call duty equally among the nurses assigned to operating room duty.
- b. The Employer may assign a nurse to on call duty on a daily basis; Monday to Friday from 3:30 p.m., 4:30 p.m. or 5:30 p.m. to 7:00 a.m. the following day or on a weekend basis from 7:00 a.m.; Saturday to 7:00 am on the following Monday. The nurses assigned to be "on call" from Monday to Friday will work the eight (8) hours immediately preceding the designated "on call" time. On call time begins once all OR employees have left the Hospital.
- c. Nurses assigned to on call duty shall receive \$4.25 per hour for on call compensation
- d. A nurse who is on call shall be required to be available and return to the Hospital and perform operating room duties during their non-working hours when required by the Employer. Nurses who are required to return to the Hospital to perform such duties for four (4) hours or less shall receive, in addition to on call compensation, four (4) hours of pay at time and one-half each time they are called in to work.
- e. Nurses who return to the hospital and perform such duties for more than eight (8) hours during the on call period shall receive eight (8) hours of payment at the hourly rate of pay and the balance of hours shall be compensated at time and one half (1 ½) the hourly rate.
- f. Nurses who are on call on a holiday and who perform operating room duties for four (4) hours or more, shall have the same rights as the other nurses in the Bargaining Unit to take a substitute day off as per article 23.3.
- g. If the on-call nurse is called in to work between the hours of 11:00 P.M. and 7:00 A.M., they shall have two options regarding their next day's scheduled shift:
 - 1. they may come in to work late by the amount of time they worked during the 11pm - 7am period;
 - 2. they may come in at their regularly scheduled time and be paid time and one half (1 ½)

for the same number of hours worked on the 11pm-7am shift. This shall be in addition to entitled compensation under any other section of 31.1.

- h. Nurses assigned to on call duty will have cards which will admit them to the controlled parking areas. These cards are the property of the Employer and are controlled by the Department. Such cards are for the exclusive use of the nurses to be on call and are to be returned to the Department at the conclusion of the on call period.

B. For Pharmacists Only

On Call; Pharmacy

Pharmacists assigned to the pharmacy shall be "on-call" during their non-working hours as required by the Employer pursuant to the following conditions:

- a. The employer will establish an "on-call" schedule which will be posted and which will state the names of the pharmacists who are on call and the dates and hours of on-call duty for an eight (8) week period. Each pharmacist scheduled to be "on-call" shall be scheduled as such for a period of one week at a time running from Wednesday through Tuesday. The Employer will make its best effort to schedule on call duty equally among the pharmacists assigned to the pharmacy.

- b. The Employer may assign a pharmacist to on-call duty on a weekly basis; Monday through Friday from 12:00 A.M. through 7:00 A.M., or 6:00 P.M. through 7:00 A.M. on weekends and holidays. The pharmacist assigned to be on-call from Monday to Friday will work the eight (8) hours immediately preceding the designated "on-call" time when possible.

- c. Pharmacists assigned to on-call duty shall receive \$4.00 per hour for on-call compensation.

- d. A pharmacist who is on-call shall be required to be available and return to the Hospital and perform pharmacy duties during their non-working hours when required by the Employer. A pharmacist who is paged shall be expected to contact the hospital via telephone within 15 minutes of the page being made. Pharmacists who are required to return to the Hospital to perform such duties for four (4) hours or less shall receive, in addition to on-call compensation, four (4) hours of pay at time and one-half each time they are called in to work. A pharmacist being required to return to the hospital shall be expected to arrive on-site within 45 minutes of the completion of the initial phone-in.

- e. Pharmacists who return to the hospital and perform such duties for more than eight (8) hours during the on-call period shall receive eight (8) hours of payment at the hourly rate of pay and the balance of hours shall be compensated at time and one half (1 1/2) the hourly rate.

- f. Pharmacists who are on-call on a holiday and who perform pharmacy duties for four (4) hours or more, shall have the same rights as the other nurses in the Bargaining Unit to take a substitute day off as per article 23.3.

- g. If the on-call pharmacist is called in to work between the hours of 12:00 A.M. and 7:00 A.M. Monday through Friday or 6:00 P.M. through 7:00A.M. on weekends and holidays, they shall have two options regarding their next day's scheduled shift:

1. they may come in to work late by the amount of time they worked during the 11 pm - 7 am period;
2. they may come in at their regularly scheduled time and be paid time and one half (1 1/2) for the same number of hours worked on the 11 pm - 7 am shift. This shall be in addition to entitled compensation under any other section of 31.1.

- h. Pharmacists assigned to on-call duty will have cards which will admit them to the controlled parking areas. These cards are the property of the Employer and are controlled by the Department. Such cards are for the exclusive use of the pharmacists to be on-call and are to be returned to the Department at the

conclusion of the on-call period.

31.2 On-Call, Other Units

Should on-call assignments be required in existing units or departments that currently do not require on call, the matter shall be referred to the Labor-Management Committee, which shall meet within one (1) month of the date the matter was referred to determine a mutually acceptable plan of action to be implemented. The Union shall not unreasonably withhold approval of such a plan of action. Whether approval was unreasonably withheld will be subject to grievance and arbitration.

31.3 Non-Nursing Functions

Employees covered by this agreement will not perform any of the following listed functions except where patient care is immediately jeopardized or those situations requiring the supervision of a professional nurse:

- a. Transportation of cadavers
- b. Transportation of specimens when ancillary staff is available.
- c. Defrosting and cleaning of nourishment refrigerators; defrosting and cleaning of medication refrigerators after removal of medications by the Nursing Department.
- d. Cleaning of medication carts after the removal of medication by the Nursing Department.
- e. Obtaining and moving of equipment, including, but not limited to, beds, furniture, and orthopedic equipment.
- f. Caring for patient's personal clothing when ancillary staff is available.
- g. Cleaning of patient's units, including beds and cabinets.
- h. Removal of substances on environment surfaces except where immediate safety or infection control is compromised.
- i. Collection of data, except that which directly pertains to evidence based practice. . After evaluation by the appropriate Divisional Director of Nursing, requests for data will be made in writing.

31.4 Employee Lockers

Employer will make its best effort to provide employees on each unit with access to a locker.

By July 1, 2010, the hospital shall designate lockers for per diems in reasonable proximity to the employee's Division for per diem employees to safely lock their possessions for the shift they are at work. At the conclusion of the shift, per diem employees must remove their possessions and any lock they have attached so that the locker is available to other per diem employees.

31.5 Transporting Patients to other facilities

Nurses assigned to transport patients to another facility shall be provided a means of maintaining contact with a physician at all times and all assignments shall be within the scope of the Nurse Practice Act.

31.6 General Membership Meetings

By mutual agreement between the Hospital and the Union, the Hospital shall provide the Local Union with an available room for its general membership meeting. If the auditorium is available, such shall be utilized. Employees may attend these meetings on their own time, i.e., lunch or off-duty time.

31.7 Nursing Lounges

An off-unit nursing staff lounge shall continue to be maintained in Building 14, Building 11 and Building 12.

B. For Registered Nurses and Non-Nursing Professionals

31.8 Petty Cash Fund

Employees who have received prior approval from their supervisor shall be reimbursed for costs of any supplies or fees incurred in relation to the job. Reimbursement will be provided within two (2) weeks following the submission of the appropriate voucher. Employee must provide receipts.

31.9 Driving Patients

Bargaining unit employees shall only drive patients on a voluntary basis and only in hospital vehicles. Employees may decline to drive on a case by case basis. When employees volunteer to drive patients the hospital will ensure that the employee has a means of emergency communication and informs them about who and where to call in the event of an emergency.

31.10 Students

On an annual basis, Bergen New Bridge Medical Center enters into affiliation agreements with local nursing and non-nursing professional schools to make available its clinical areas for student experience. These agreements include clauses that ensure (a) that each student and faculty involved in the clinical program is covered by professional liability/ malpractice insurance and (b) that the school exonerates and holds free and harmless any employee of Bergen New Bridge Medical Center against any losses, damages, and/or liabilities incurred by any student of faculty member in connection with the clinical program.

Affiliation agreements with nursing schools also stipulate the number of students per school faculty/instructor that can be assigned to any clinical unit, as per New Jersey State Board of Nursing Regulations. Further, an instructor from the nursing school is present and available whenever any students are in clinical areas. Students working toward their RN or LPN license will have a written plan determined by the instructor for any time on a unit which will be provided to the unit staff in advance of student arrival.

If in the judgment of the Charge Nurse students on the unit are interfering with patient care or creating a safety concern, the Charge Nurse has authority to ask the Nurse Instructor to address the concerns. If the Nurse Instructor fails to resolve the concern, the Charge Nurse will call the DON or ADON on duty who will be responsible for resolving the issues.

31.11 Security Escort

Subject to availability, security escort will be provided for all employees requesting such protection.

C. For Non-Nursing Professionals Only

31.12 Emergency Call-in Pay

Employees who are called by the Employer to return to work at their work location after the end of their regular hours of work, shall be compensated with a minimum of four (4) hours of pay at time and one-half (1-1/2) their regular rate of pay if called on the next consecutive shift. This benefit shall be provided only if the employees have actually left the Hospital premises and not if the employees have merely left the work area and only if called by their immediate supervisor or department head.

In the event that the Hospital plans an on-call system for any service which may affect employees in the bargaining unit, then the parties will agree to meet and to negotiate appropriate rates for such systems prior to its implementation.

31.13 Vehicle Usage

The Hospital will provide vehicles to those employees requiring same in the course of a work-related duty/responsibility, assuming that such are available at the time of need. Such duty shall be restricted to direct patient care service. In all other instances, the Hospital will provide a vehicle if such is available.

Whenever employees are required to use their own automobile to perform work duties, they shall receive reimbursement at the rate as set by the Internal Revenue Service.

31.14 Parking

The Hospital shall provide safe and adequate parking facilities for its employees near work locations, and it shall make available to employees, without charge, decals to identify employee vehicles in select areas. The Employer will not be responsible for loss or damage, or for summonses issued for cars parked improperly or without required decals.

ARTICLE 32: THE IMPAIRED EMPLOYEE

HPAE and the Bergen New Bridge Medical Center support the goal of helping an employee impaired by alcohol, drugs, mental or physical illness to return to an acceptable level of practice. Every attempt shall be made to accomplish this through confidential assistance and guidance towards voluntary participation in an effective rehabilitation program for impaired colleagues.

ARTICLE 33: HEALTH & SAFETY

The Medical Center shall conform to OSHA and any other pertinent and applicable Health and Safety Laws, thus providing a healthy and safe working environment.

The Medical Center shall provide protective equipment and/or protective clothing as may be required by applicable regulations and laws, or policies of the Employer.

The Employer is obligated to provide employees both a safe and clean work environment. Management will make its best efforts to ensure the workplace is free of pests, dirt, debris, mold and mildew. Unresolved issues shall be referred to the Labor Management Committee for review and resolution.

The Workplace Violence Prevention Committee shall meet quarterly. Members of the Committee shall be given the opportunity to review and discuss quarterly incidences of workplace violence

(whether perpetrated by patients, visitors, staff or others). Members of the Committee will have the opportunity to make recommendations for identifying risks of violence, as well as means to reducing those risks. Their recommendations will be documented in meeting minutes, which shall be made available to all members of the Committee. On an annual basis, the Committee shall review the Hospital's Workplace Violence Prevention Plan. The Union President will receive copies of all WVP Committee minutes and handouts.

Three (3) members of the Registered Nurse Bargaining Unit and One (1) member of the Non-Nursing Professional Bargaining Unit designated by the Local Union will be appointed to the Hospital's Joint Safety Committee. In addition, the Quality Liaisons shall also participate in these meetings.

Following the initial implementation, the committee shall meet six (6) times per year with additional meetings being held if necessary. The committee shall meet on the third Thursday of the month excluding July, August, November and December. The yearly schedule of the meetings will be provided to the committee members by January 15 of each year. In order for the Union to effectively participate in this process, Workplace Violence Summary forms, witness statements and police reports involving violence or threats of violence of any type will be provided no less than 24 hours prior to "post incident review meetings" at which such incident will be discussed to HPAE's representatives on this committee and HPAE's Staff Representative. In the event that an incident occurs less than 48 hours prior to a scheduled meeting and it is decided to discuss such incident at that meeting, these reports will be provided as soon as possible.

The parties agree to participate in a joint training program with a consultant to be trained to work in a cooperative, focused fashion to identify and minimize Health and Safety risks at BNBMC. Such training to be completed no later than October 15, 2019.

Meetings will be scheduled during normal business hours. Employees on duty will be released to attend such meetings without loss of pay.

In the event that an employee is involved in an incident of Workplace Violence, the employee shall immediately be evaluated by employee health or the Emergency Department. However, should an employee refuse, such refusal will be noted.

In addition to security codes and policies already in place (May 2016), in order to minimize exposure to Workplace Violence, an employee who in good faith believes that an incident of violence may occur, may contact the manager on duty who will respond to the unit as soon as possible. The manager on duty will assess the risk and determine the appropriate level of response. If the manager cannot respond immediately, the manager will deploy a Security Guard to the unit until such time as the manager can assess the risk. In no case will the manager on duty leave the unit until the situation is adequately addressed and the situation has been defused. . Employees will not face criticism or any other form of reprisal for exercising this right or if they call a team 20 or Dr. Strong.

Damage to Personal Property:

If an employee is attacked by a patient while carrying out the duties of a job which results in damage to personal property, such as clothing or glasses, the Employer shall reimburse the employee for necessary repair or replacement. Damage due to accidents or unintentional acts are not within the scope of this provision.

The Medical Center and Union shall establish a joint committee charged with minimizing the risk of violence in the workplace. The committee shall use the Occupational Safety and Health Administration's recommendations as a basis for this program. The committee shall have an initial program finalized and implemented by management (as per the committee's recommendations) no later than September 1, 2007. The violence in the workplace committee shall meet quarterly on the

second Wednesday of January, April, September, and December.

The yearly schedule of meetings will be provided to committee members by January 15 of each calendar year.

Meetings will be scheduled during normal business hours. Employees on duty will be released to attend such meetings without loss of pay.

All employees who do not have a single-person locked office shall be provided with access to an individual locked space for personal belongings.

Walk-through inspections: One bargaining unit member designated by HPAE Local Executive Board along with one designated Union staff person 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 Health and Safety Committee. The Health and Safety Committee will review the findings and, if necessary, develop an action plan to address these issues.

ARTICLE 34: 401 K

The employer will establish and maintain an ERISA protected 401 K retirement plan through the voluntary participation of employees. Employees will contribute to the plan on a voluntary basis in amounts allowable under the law. The employer will contribute matching funds to the employee's 401 K contribution at a rate of 50% up to a maximum of 1 ½ % of the employee's annual salary.

Effective June 1, 2009, the employer will contribute matching funds to the employee's 401 K contribution at a rate of 50% up to a maximum of the following:

1-5 years – 1.5% of the employee's annual salary

More than 5 years but less than 10 years – 1.75% of the employee's annual salary

10 or more years – 2% of the employee's annual salary

Employees will be vested in the employer's contribution after 5 years of service (Bergen Pines time applies). New employees must complete 1 year of service (Bergen Pines time applies) with the employer prior to participating in the plan.

The employer will bear all administrative expenses associated with the plan. The employer will inform the union when selecting the specific investment options available to employees.

ARTICLE 35: HPAE RETIREE MEDICAL TRUST

- A. The covered members of the bargaining units participated in a referendum vote to participate in a mandatory employee contribution of \$.35 for each full time and part time employee covered by this agreement in any bargaining unit in which there was an affirmative vote. No payroll check-off by employees will be required; instead, provided it is lawful, the medical center will transfer one check for this purpose of employee contributions, representing \$.35 per hour for each full time and part time employee who worked that month. The monthly per capita amount of employee contributions shall be included in each employee's salary for purpose of calculating retirement benefits. The HPAE will defend and hold the Medical Center harmless against any and all claims or liability arising from the performance of its obligations in this article. The Medical Center will not be responsible for making any employer contribution.

Effective 12/1/2019 the hourly contribution to the HPAE Retiree Medical Trust shall increase to

\$.30 per hour for each full and part time employee.

Effective 6/1/2022 the hourly contribution to the HPAE Retiree Medical Trust shall increase to \$.35 per hour for each full and part time employee.

- B. Contributions to the Trust shall be due at the Trust office on the 10th of the month following the month for which the contribution is made. Late payments may be subject to reasonable interest and/or penalties.
- C. The monies contributed to the trust fund shall only be used for retiree health insurance premiums or health service expenses, and the reasonable costs of administering the Trust. The Medical Center hereby acknowledges receipt of the Trust Agreement governing the Trust and will cooperate with the Trust Office in reporting and depositing the required contributions set forth above, according to rules set by the Trustees of the Trust. The parties acknowledge the following provision in Article XI, Sections 1 and 2, of the Trust Agreement regarding limitations on the liability of the participating employers:

“1. Liabilities and Debts of Trust Fund

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

ARTICLE 36: COMMUNICATIONS

BNBMC will provide each HPAE members with a work email address. Employees are responsible for compliance with all BNBMC communications issued via email to include notification of calendar educational events.

ARTICLE 37: EFFECTIVE DATES/DURATION

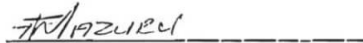
This agreement will be effective from
June 1, 2025, to May 31 2028

IN WITNESS WHEREOF, the parties hereby have caused these present to be duly signed and attested by its corporate officers and its corporate seal to be affixed and have hereunto set their hands and seals the day and year first above written.

Health Professionals & Allied Employees,
AFT/AFL-CIO



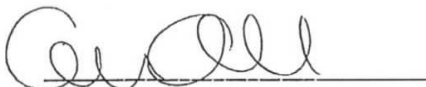
Debbie White, President - HPAE



Faith Mazuru, President - Local 5091



Nancy Bazile-Vice President Nursing



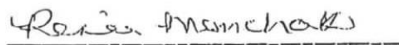
Corinne Albrecht-VP Non-nursing Professionals



Christina Blasoni- Secretary



Rita Asiedu- Grievance Chair



Renee Monchak



Nicole Badolato

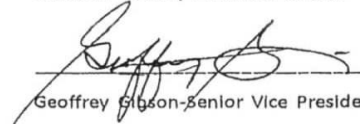


Jason Sloan

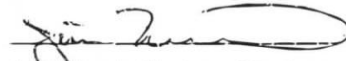
Bergen New Bridge Medical Center



Deborah Visconti, President & CEO



Geoffrey Gibson-Senior Vice President of HR



Jim Salvocchia-Director of Employee and Labor Relations



Tom Dowling-Employee and Labor Relations Manager

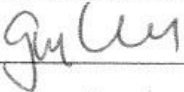
Letter of Understanding

STAFFING OFFICE

In response to the concerns raised regarding the staffing office, the hospital agrees, upon ratification of this agreement to:

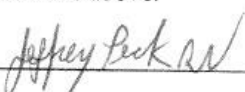
1. To examine obstacles in the settling of shifts and reporting time of personnel to units
 - a. To improve staff reporting time the staffing office will be moved to a more central location.
 - b. To ensure maximized staffing and proper allocation of resources through review of daily shift coverage will be completed prior to the posting of time schedules.
 - c. To ensure timely reporting of all personnel, management will work towards increased accountability of employees with management oversight of reporting times.
 - d. Pre-shift notification of unit assignments to be completed prior to the change of shift.
 - e. Shift settling and unit assignments to float pool employees.
 - f. Reeducation of staffing personnel and Nursing Supervisory Personnel regarding Article 20.2b. Staffing Office will document calls made to cover available shifts.
2. Restructuring of float pool and staffing resources
 - a. BRMC will post full-time and part-time positions in BHS as needed. If necessary, the permanent unit assignment may be split between units in a cluster in order to balance the needed FTEs.
 - b. Posting of permanent home based/cluster .6 positions as needed.
3. Improved communication between unit/shift leadership and staffing office
 - a. Notification of late and/or sick calls to unit prior to beginning of shift.

Both parties agree to meet, as needed, to discuss the progress of the above.

BRMC 

9/18/13

DATE

HPAE 

9/18/13

DATE

LETTER OF UNDERSTANDING

12 Hour Shifts

Upon the mutual agreement of the Union and the Employer the following procedure will be followed.

1. The employer will distribute a questionnaire to all unit employees to determine the level of interest. On that questionnaire the employee shall choose to remain on the eight (8) hour shift or convert to a twelve (12) hour shift. Unless the employee has rescinded such choice, in writing, prior to the implementation of a 12 hour shift, such decision shall be binding on the employee once the plan has begun or until such change can be accommodated.
2. No employee whose unit is converting to a 12 hour shift shall have their hours of work changed from 8 to 12 hours without his/her consent. In the case of 80% or more of a unit's employees must be willing to work a 12 hour shift before the unit can be declared solely a 12-hour unit. In the case 80% or more favoring such change, the hospital shall make its best efforts to accommodate those not desiring a 12 hour shift on the existing unit. If this is impossible, the union and the hospital shall meet to find a comparable position elsewhere in the Division. Such position must utilize the employee's skills in an appropriate manner which may include the creation of such a position. If no agreement is reached, the Collective Bargaining Agreement's layoff provision shall be utilized.
3. Among the factors to be considered before conversion to 12 hour shifts will be if a schedule can be produced that provides appropriate coverage accounting for average usage of benefit time. Employees floating from an 8 hour unit to a 12 hour unit cannot be required to work the additional 4 hours, nor can a 12 hour employee who floats to an 8 hour unit be denied the additional 4 hours of work.
4. All units converting to a 12 hour shift shall do so on a 3 month trial basis. After three months, the majority of the employees working 12 hour shifts must choose to remain on the 12 hour schedule or the unit will convert to a strict 8 hour schedule. On units where employees are working 12 hours, the employer may post vacant positions as 12 hours and hire new employees on such basis.
5. First preference to shift will be given to those employees currently working that shift (ie. days = 7 AM to 7 PM and evening/nights = 7 PM to 7 AM). Any positions left vacant will be selected based on seniority. In the event of different shift hours, preference will be based on seniority.
6. The Emergency Room Memorandum of Agreement shall be the model for the terms and conditions for the 12 hour shift. Upon notice of intent to implement 12 hour shifts on a new unit, either party may request review/negotiations of those terms for the new unit(s).

BRMC

DATE

HPAE

DATE

LETTER OF UNDERSTANDING

10 and 12 Hour Shifts

The parties commit to continued discussions exploring alternative shift schedules in an effort to maximize recruitment and retention of staff and look to creative means to properly staff the facility. This will be a standing item on the Labor/Management Committee agenda.

Jeffrey Peck
HPAE

B 4 , J ==---)

5/24/22
Date

6/2_i/22-
Date

LETTER OF UNDERSTANDING

HPAE and BRMC agree to modify the current collective bargaining agreement dates June 1, 2004 through May 31, 2007 as follows:

Modify Article 12.2A.c.

- 1) Nurses who work 12 hour shifts will work three 12.5 hour shifts (1/2 hour unpaid lunch), equaling 36 hours per week and one week of four 12.5 hour shifts (1/2 hour unpaid lunch), equaling 48 hours, 40 straight time and eight (8) overtime (52 hours total), totaling 160 hours in a four (4) week period.

The shifts will be:

7:00 am to 7:30 pm

7:00 pm to 7:30 am

11:30 am to 12 midnight

The nurses will work no more than three (3) weekend days per month.

- 2) Holiday – Nurse receives 64 hours of holiday time.
- 3) Vacation – Nurse receives equivalent hours per seniority, as eight hour nurses, as per article 24.1.
- 4) Bereavement – Nurse receives equivalent hours, as eight hour nurses, per article 26.1.
- 5) Breaks – Nurse receives a one half (1/2) hour unpaid meal period and three (3) fifteen (15) minute paid rest breaks.
- 6) Differentials – The 7 pm – 7:30 am shift will receive the night shift differential, as per Article 22.1a.(b) for the entire shift. The 11:30 am – 12 midnight shift will receive the evening shift differential, as per Article 22.1a.(a). For the Weekend Shift, Nurses will receive weekend shift differentials as per article 22.4a. The 7 am – 7:30 pm shift will not receive shift differential.
- 7) Continuing Education – Nurse will receive equivalent hours for continuing education as eight hour nurses, as per Article 18.4.
- 8) Orientation – 12 hour nurses will be oriented on the eight hour schedule, as per Article 18.1A.
- 9) Sick Leave – Nurse receives equivalent hours as eight hour nurses per Article 25.1. Article 25.2 is modified to require the nurse to give a minimum of four (4) hours notice before the start of his/her shift when calling in sick.
- 10) 12 hour shift will have a 90 day pilot at which time both sides can agree to modify, eliminate or continue the program.
- 11) All other terms and conditions set forth in the collective bargaining agreement will remain in full force and effect.

BRMC

DATE

HPAE

DATE

LETTER OF UNDERSTANDING

Article 15 Sick Leave

Section 1 Entitlement

a.

Bergen Regional Medical Center and HPAE agree that it is the intent of the parties to resolve with the County how employees vested in the County Pension Plan who carried over sick time from the County can protect their terminal leave benefits. Once a determination is made, the parties shall negotiate how such employees can accrue sick time from Bergen Regional Medical Center.

BRMC

Guy L...

9/18/13

DATE

HPAE

Jeffrey Luck

9/18/13

DATE

LETTER OF UNDERSTANDING

ARTICLE 10 Grievance Procedure

10.1 Scope

a.

Bergen Regional Medical Center and HP AE agree that it is the intent of the parties for the scope of the grievance procedure to include cases where bargaining unit members receive differential treatment under the hospital's personnel policies.

BRMC *G. Lee*
9/18/13
DATE

HPAE *Jeffrey Beck*
9/18/13
DATE

LETTER OF UNDERSTANDING

ARTICLE 27: Health Insurance

The employer agrees to make every reasonable effort to ensure that all payments and reimbursements to employees are made within forty-five (45) days of billing or submission of appropriate forms.

 John Lee
BRMC 9/18/13

DATE

 Jeffrey Lick
HPAE 9/18/13

DATE

LETTER OF UNDERSTANDING

ARTICLE 18 – Staff Development/Education

The parties shall meet within thirty (30) days of the ratification of the agreement to discuss orientation for new employees and for current employees who are transferring to another division.

In addition, at that time, or subsequently, the parties will meet if the Employer is seriously considering subcontracting out the functions referred to in Article 18 to discuss the potential decision to subcontract and the effects of such a decision on bargaining unit employees currently performing those functions. The Union reserves its right to negotiate any mandatory subjects of bargaining regarding this issue.

The decision to subcontract, as well as any effects not provided in this contract, shall not be subject to grievance/arbitration.

BRMC

Guy Lee
9/18/13

DATE

HPAE

Jeffrey Peck
9/18/13

DATE

U:O:II'TER OF UNDERST \ UING

For the period of June 1, 2013, through and including May 31, 2016, the Hospital agrees:

1. 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 position currently in the bargaining unit. Any position currently in any bargaining unit, hereinafter, in the future, ruling by the National Labor Relations Board, shall be considered by the parties as part of that bargaining unit.

2. The responsibilities and/or job duties of any position currently in any bargaining unit or the responsibilities and/or job duties that are or may be assigned by the Hospital to any bargaining unit employee, shall not be considered by the parties in any way supervisory or managerial duties as defined or may be defined by the National Labor Relations Board.

3. The Hospital will not assert or seek to challenge the supervisory or non-supervisory status as defined in Section 2(11) of the National Labor Relations Act of any bargaining unit employees who function in a charge, lead, or senior role, whether on a temporary or permanent basis.

In addition, the Union and the Hospital understand and agree that nothing contained herein shall be construed to expand, contract, abridge or modify the scope of duties and responsibilities currently assumed by, required of, or assigned to members of any bargaining unit.

4. Notwithstanding the above, the five (5) individuals currently functioning as "Clinical Coordinators" will continue to exercise supervisory functions as set forth in Section 2(11) of the National Labor Relations Act and therefore are not covered by this contract. In addition to their supervisory responsibilities, these five (5) Clinical Coordinators may also perform work currently performed by bargaining unit employees. When a Clinical Coordinator leaves the Hospital or takes another non-bargaining unit position, their Clinical Coordinator position will not be filled. No new Clinical Coordinator positions will be created, posted, or filled.

The parties agree this Side Letter, if agreement will expire on May 31, 2016, and is solely an agreement to postpone the exercise of any rights either may have or which might be created, for the term of this Side Letter of Agreement only.

BRMC G. Ulen
9/18/13

D TE

HP Jeffrey Beck
9/18/13

D TE

LETTER OF UNDERSTANDING

The Hospital is actively addressing the concerns raised by the elimination of CNA(s) on 11-3.

The parties will continue to work together to resolve these issues through discussion at the Labor/Management meetings.

Lastly, the hospital will, no later than September 1, 2010, implement policies outlining the standards and training for appropriate patient searches for each unit for which such searches are conducted.

BRMC *gylen*
9/12/3

DATE

HPAE Jeffrey Peck
DATE 9/18/13

LETTER OF UNDERSTANDING

On a daily basis before the start of each shift, the Medical Center will review each C/O on a case by case basis to ensure patient safety and employee safety. The unit staffing will be adjusted as needed.

Guy Lee
BRMC
9/18/13
DATE

Jeffrey Dick NV
HPAE
9/18/13
DATE

LETTER OF UNDERSTANDING

Effective June 1, 2013, the Medical Center will post 1.5 FTEs of direct licensed patient/resident caregivers in the Long Term Care Division.

BRMC

Gylen

9/18/13

DATE

HPAE

Jeffrey Beck W

9/18/13

DATE

Letter of Understanding

Within ninety (90) days following the ratification of this Agreement, the parties agree to conduct a market analysis regarding wage rates for the following positions: Physical Therapist, Speech Therapist and Occupational Therapist.

BNBMC

Date

HPAE

Date