Representing Registered Nurses

At Southern Ocean Medical Center

Agreement between

Health Professionals and Allied Employees

AFT/AFL-CIO

and

Southern Ocean Medical Center

July 31, 2017 – July 31, 2018

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PREAMBLE

Southern Ocean Medical Center (SOMC) hereinafter referred to as the "Employer", the "Hospital", Medical Center" or "SOMC", located at 1140 Route 72, West Manahawkin, New Jersey 08050-2499 and Health Professionals and Allied Employees, Local 5138 hereinafter referred to as "HPAE", the "Union" or "Local 5138," having its principal office at 110 Kinderkamack Road, Emerson, New Jersey 07630.

ARTICLE 1. AGREEMENT SCOPE

1.01 Recognition

The Hospital recognizes the Union as the sole and exclusive bargaining agent for all regular full time, regular part time and per diem RNs who work an average of more than four (4) hours per week including, Performance Improvement Quality Analyst, employed by the Hospital at 1140 Route 72 West, Manahawkin, NJ 08050-2499, but excluding Home Health Care Nurses, Nurse Educators, Case Managers, CPR Coordinator, Diabetes Education Coordinator, Information Technology Clinical Analyst, and all other employees including LPNs, nursing assistants, orderlies, techs, administrative employees, temporary employees, students, Agency nurses, maintenance employees, guards, managers, directors, supervisors, and employees not employed by the Hospital.

ARTICLE 2. UNION STATUS

2.01 Union Membership

A. To the extent not inconsistent with the law, employees covered by this Agreement at the time it becomes effective who are members of the Union shall continue membership or choose Agency status.

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

1. Become members of the Union within ninety (90) days following the effective date, or
2. Choose Agency Status within ninety (90) days following the effective date.

C. An employee who decides not to become or remain a member of the Union shall nevertheless be required to adopt Agency Status and to pay a fee for service equivalent to the percentage of the dues normally charged to members which is used for activities germane to the Union's status as the unit's exclusive bargaining representative (commonly referred to as the Agency fee).

D. Union membership or Agency status as described above in *paragraphs A, B and C* shall be considered a condition of continued employment with the Hospital.

E. The failure of any employee to remain in good standing with the Union by either paying membership dues or the service/agency fee, based on their choice of status, shall obligate the Employer, upon written notice from the Union to such effect, to discharge such person. The Employer shall have fifteen (15) days following the receipt of such written notice to take action on the Union's demand to discharge said

employee. If during said period of time, the employee tenders or pays the amount lawfully owed, the Union must notify the Employer in writing and the Employer shall not be required to discharge said employee.

F. Neither the Hospital nor the Union shall restrain or coerce any employees in the exercise of their choice of Union membership or Agency status.

2.02 Amount of Dues:

The Union shall certify the amount of membership dues or Agency fees to be paid by employees, whether in the form of initiation fees, periodic monthly dues or fees or authorized assessments, in writing by an authorized Union official.

2.03 Dues Deduction:

The Employer shall deduct from the pay of each bargaining unit employee who is or thereafter becomes a member of the Union all membership dues as defined in Section 302 (c) (4) of the National Labor Relations Act upon the submission from the Union to the Employer of proper payroll authorization cards voluntarily executed by the employees from whom the membership dues are to be checked off. Such payroll authorization cards are to be in a form that complies with Section 302 (c) (4) of the National Labor Relations Act and other applicable law.

2.04 Distribution:

Membership dues or fees deducted shall be forwarded to the Union by the fifteenth (15^{th}) day following the payroll deduction. The Employer shall list the names, hours worked, social security number, gross pay and the amount of dues or fees for service deducted from each employee. The Employer will provide the union with such information on computer diskette as received from the Employer's computer service and by printed format.

2.05 Indemnification of Employer:

The Union shall indemnify the Employer and hold the Employer harmless against any and all claims, demands, suits and other forms of liability that arise out of, or by reason of, action taken or not taken for the purpose of complying with any of the provisions of this Article.

2.06 Information Regarding Employees

A. The Hospital, four times each calendar year (quarterly**)**, will provide the Union with a list of all bargaining unit employees who remain employees as of the date the list is compiled.

B. The quarterly list of bargaining unit employees shall specify the employees:

- Name
- Address
- Date of hire
- Classification
- Department/Unit
- Shift
- Status
- Date of Birth
- Current Rate of Pay

C. The Employer will provide a monthly update to this list including new hires, changes in employment status or changes in the information above.

D. All information will be provided to the Union in a computer diskette in a form compatible with the specifications given by the Union.

2.07 Union Representatives

A. The Union will notify the Hospital, in writing, of its designated representatives who are either employed by the Union or are employees of the Hospital who are authorized to deal with the Employer about conditions of employment and issues arising under the terms of this Agreement.

B. It is understood by the parties that duly authorized Union representatives employed by the Hospital have the authority granted them by the National Labor Relations Act.

C. Duly authorized employee representatives employed by the Hospital shall perform their Union duties and must not in any way interfere with employees' job performance, patient care or the operations of the Hospital.

2.08 Union Access to Hospital Facility

A. Upon proper notice to the designated representative of the Hospital, a representative of the Union who is not also an employee of the Hospital, may have reasonable access to the Hospital for the purpose of administering this agreement. Such reasonable access may include a telephone call with a Hospital representative or admission to the facility at reasonable times.

B. During such visits described in *paragraph A* above, the Union representative will not have access to any direct patient care or work area unless accompanied by an employer representative. Such visits shall in no way interfere with or be disruptive of the operations of the Hospital.

C. Any business or other activity conducted with employees of the Hospital during a Union representative's visit shall be conducted on the employee's non-work time in a non-work/non-patient care area and in a location designated by the Employer. This activity must not in any way interfere with the employees' performance or their job.

2.09 New Employee Orientation (Union)

One (1) hour will be set-aside during the new hire orientation period for a representative of the union to have an opportunity to address new RN employees. The union representative will receive his/her regular compensation rate of pay, and if scheduled to work, be released for conducting such meetings.

The employer shall notify the union at least one (1) week in advance of the scheduled date and time for the Union orientation and include the names and contact information of the new employees.

2.10 Union Days

The Local Union President shall be granted ten (10) days with pay and ten (10) days without pay to conduct union business. The President shall have the right to designate other union representatives to receive such days in his/her place. The Union will notify the hospital of the names of the Union Officers/Reps.Unused days may not be accumulated in the following year. Such time off shall be counted as time

worked for the purpose of determining seniority, benefit accrual and pay rates. Union time off may be taken in full days or partial days. The notice for use of such days shall be given forty-eight (48) hours in advance.

2.11 Union Bulletin Board

The Employer will provide a bulletin board in the hallway next to the library. Such bulletin board will be a double door type, and have a glass or plexiglas door that will be locked for the exclusive use of the Union. In addition, Union business-related items that are posted on other bulletin boards will be limited to non-public areas, must be 8 ½ x 11 paper. The Union agrees to use good taste and exhibit professionalism in the use of the bulletin boards and that no information posted shall be in any way defamatory of the Hospital. It is understood these postings will be in the staff lounge only.

2.12 Union Mailbox

A. The Hospital will permit the Union a locked mailbox near the Union bulletin board. The mailbox and lock will be supplied by the Union and must be approved by the Hospital before mounting. The Hospital will mount the mailbox on the wall.

B. It is understood that this mailbox is for internal mail use only and is not in any way connected with delivery of the U.S. Postal Service. Any mail received from the Postal Service addressed to the Union or Union officials at the Hospital's address will be returned to the sender. The Hospital will not receive/accept mail for the Union or Union officials.

C. The Hospital's internal mail system is not available for use by the Union or Union official Committee on Political Education ("COPE") Check-Off.

2.13 Committee on Political Education (“COPE”) Check-Off

The Hospital upon receipt of an authorized check-off card from the employee shall deduct such amount of moneys authorized for the HPAE Committee on Political Education (HPAE COPE). The amount of money deducted shall be forwarded to the Union no less than one (1) time per month.

ARTICLE 3. MANAGEMENT RIGHTS

3.01 The management and control of the Hospital and the direction of the work force rest exclusively with the Hospital and except as otherwise provided for in this Agreement, the Hospital retains the full and absolute right to operate, control and manage its business. This right of management includes the right to direct its employees, to plan, direct, control and manage the entire operation of the Hospital and to make any decisions affecting its operations, whether or not specifically mentioned in this article and whether or not heretofore exercised, including but not confined or limited to the right to determine the workforce staffing numbers for each department and shift and to select and determine the number and types of employees that are necessary to provide proper patient care ; to establish work assignments; to establish nurse to patient staffing ratios; to hire, discipline or discharge for just cause, lay off, or recall, including the right to determine the extent, and duration of such layoff or recall, to promote to positions within or outside the bargaining unit; to assign or contract out all or any part of the work currently performed by bargaining unit employees or new work, including the right to utilize the services of agencies, contractors, non-bargaining unit personnel and volunteers; to determine or change starting or quitting times, the number of shifts, the times of shifts and the number of hours to be worked including required overtime (where permissible by law); to establish on-call procedures/policies and to require employees to meet on-call requirements; to establish call-in policies and procedures and to require employees to report to work in accordance with the policies/procedures; to promulgate, communicate, modify, interpret and enforce work

rules, policies and regulations on any matter which is not specifically spelled out in this Agreement to the contrary and to create, promulgate, enforce and from time to time modify, as it deems appropriate, an Employee Handbook provided it is not inconsistent with the terms of this Agreement; to establish, modify and enforce patient care and employment standards; to determine qualifications necessary to perform bargaining unit work; to assign or transfer temporarily or permanently employees to other classifications or shifts as operations may require; to determine and assign duties to the work force; to introduce and utilize new or improved methods of treatment, equipment, facilities or technological advancements or to remove, terminate or modify same, whether or not such action causes a reduction in the number of employees, requires transfers or requires the assignment of alternate duties, or the addition or deletion of bargaining unit titles or jobs; to sell merge or otherwise dispose of its business, its assets, equipment, or operations in whole or in part and to carry out the ordinary and customary functions of management; to discontinue, reorganize, combine or consolidate any operations with any consequent reduction or change in the number of employees; to control all Hospital property; to transfer any or all operations to any location in whole or in part, or discontinue same in whole or part; to establish new job classifications or to modify, combine or eliminate bargaining unit jobs or classifications; to determine job content for each classification including promulgation of job descriptions; to determine reasonable work pace, work performance levels and standards of performance; and to take whatever actions it believes to be necessary, in order to provide proper patient care or to protect the economic viability of the Hospital, except as limited by the Collective Bargaining Agreement.

3.02 The foregoing statement of the rights of management and of the Hospital's functions are not all inclusive, but indicate the type of matters or rights which belong to and are inherent in management, and shall not be construed in any way to exclude other management functions not specifically enumerated. Any of the rights, powers, or authority the Hospital had which have not been expressly limited by the terms of the collective bargaining agreement between the parties are retained by the Hospital. Failure to exercise any of the functions, whether or not expressly stated herein, shall not constitute a waiver thereof. The Hospital shall provide the Union with proper notice before taking such actions where it is required to do so under the terms of this Agreement or by law.

3.03 The Union on behalf of bargaining unit employees agrees to cooperate with the Hospital to attain and maintain full efficiency and maximum patient care.

3.04 There shall be no individual agreements between the Hospital and employees. This Agreement cannot be modified except by written agreement between the parties.

ARTICLE 4. EMPLOYEE STATUS

4.01 Definition of Employee:

Whenever the terms "employee" or "employees" are used hereinafter in this Agreement, they shall be deemed to apply only to the employees of the Employer who are included in the bargaining unit or any future employee (positions) which the parties agree to add to the unit or are added by requirement of the NLRB or a Court of Law having jurisdiction over the issue. The parties agree that any position which is currently occupied by an RN, but does not require an RN license will be excluded from the bargaining unit upon vacancy. The pronoun "he" or "she" is deemed to be inclusive of the other gender.

4.02 Classification of Employees:

A. *Status I – Full Time Permanent:* An employee who is employed on a regular basis to work forty (40) hours per work week. Employees regularly scheduled to work at least thirty-six (36) hours per week shall be considered Status I employees.

B. *Status II – Part Time Permanent:* An employee who is employed on a regular basis to work twenty (20) but less than thirty-six (36) hours per week.

C. *Status III – Part Time Permanent*: An employee who is employed on a regular basis to work nineteen (19) or fewer hours per work week.

D. *Status IV – Per Diem:* An employee who is employed as needed by the Hospital and subject to the employee's availability with no guarantee of hours. Such employee shall be part of the bargaining unit and as such be entitled to seniority and all rights and benefits as outlined in the contract.

4.03 Probationary Period

A. Newly hired employees, hired into the bargaining unit, shall be considered probationary for a period of ninety (90) calendar days. An employee's probationary period may be extended for an additional thirty (30) calendar days upon notice to the union, when it is determined by the Hospital to be needed to properly evaluate the employee's ability to perform work and satisfy the responsibilities of his/her position.

B. During or at the end of the probationary period, (and any extension thereto) the Employer may discipline or discharge an employee at will and such discharges shall not be subject to the grievance provisions of this Agreement. The Hospital need not state a reason for the discharge.

C. Probationary employees will be eligible to receive benefits during the probationary period unless a specific benefit requires a different waiting period before eligibility begins. Employees shall receive credit for seniority back to their first day of unbroken employment retroactively, upon completion of their probationary period.

D. Probationary employees are not normally eligible to receive any wage increases which become effective during their probationary period.

4.04 Temporary Employees

Status V – Temporary: An employee who is employed full time or part time for a limited period of time, no greater than six (6) months in any calendar year.

Temporary Employees: Usage and Limitations: Temporary employees shall be used only in cases where such usage will augment existing staffing situations. Such use of temporary employees will be further limited to coverage for employees who are on a leave of absence. In addition, based on the operational needs of a department/unit:

1. A Per Diem RN may accept a temporary position for a period of six months (6) or less.

2. The Per Diem RN accepting a temporary position will be required to meet all requirements of the position (i.e. weekend requirements, on-call etc.).

3. The Per Diem RN accepting a temporary position will be paid at their current rate of pay, once the assignment has ended shall return to their former position/status.

4. Prior to a temporary position being offered/accepted by a Per Diem RN, it will be reviewed and approved by the Chief Nurse Executive.

ARTICLE 5. DISCIPLINE & DISCHARGE

5.01 The Hospital shall reserve the right to discipline, suspend or discharge any employee only for just cause.

No employee shall be suspended in connection with a level II infraction prior to review/consultation taking place with the Vice-President of Human Resources, Administrative Representative or Administrator on-call unless there is a demonstrated, clear and present danger to patients or staff personnel. An official of the union must be notified as soon as possible to ensure that this standard has been met. A suspension in connection with Level II infractions will be no more than three days (total of 24 hours).

In the event an employee is suspended, the hospital will schedule the disciplinary review meeting within two (2) working days of notice of the suspension.

5.02 The designated Union representative, the Union office and the employee involved shall be advised, in writing, of any discharge, suspension or disciplinary action. A copy of the notice given to the employee shall be mailed to the Union within twenty-four (24) hours.

5.03 An employee shall have the right to have the Union representative of his/her choice present during any disciplinary conference or investigational conference which may lead to discipline of the employee being interviewed. If the representative chosen by the employee is not available or will not be available in a reasonable time period then a union representative will be designated by the Union. Reasonable efforts shall be made to schedule such meetings at mutually convenient times and not on employee's day off. There will be no loss of pay for employees who attend meetings while on duty.

ARTICLE 6. GRIEVANCE AND ARBITRATION PROCEDURE

6.01 ***Definition:***

A grievance an employee/Union may have arising from the application, interpretation or claimed violation of any clause of this Agreement will be adjusted as stated in paragraphs 5.01 through 5.03.

Reasonable efforts shall be made to schedule grievance meetings at mutually convenient times and not on employee's day off. There will be no loss of pay for employees who attend grievance meetings while on duty time.

6.02 ***Step I – Chief Nurse Executive:*** Grievances shall be raised by the employee and /or union representative with the Chief Nurse Executive or his/her designee in writing within ten (10) working days from occurrence giving rise to the grievance or within ten (10) working days from the time the employee should have reasonably been aware of such occurrence, whichever is later.

If the matter is not resolved within five (5) working days of presentation of the grievance, it may be taken to Step II.

The employee, at his/her request, shall have the right to have a Union representative present.

6.03 ***Step II – Vice President of Human Resources:*** The employee/Union shall forward the grievance to the Vice President of Human Resources or his/her designee within five (5) working days after the receipt of the written response from the Department Manager. The matter will be investigated and

meeting scheduled within ten (10) working days after the receipt of the written appeal. A written response to the grievance shall be given within five (5) working days after the meeting and returned to the grieving party. If there is no resolution, the grieving party may progress to Step III.

6.04 ***Step III – Arbitration:*** The grievance may be submitted to arbitration by the Union within twenty (20) working days from the receipt of the answer in Step II by submitting the grievance to the American Arbitration Association (A.A.A.). The arbitrator shall be appointed under the rules and regulations of the A.A.A.

6.05 The decision of the arbitrator shall be final and binding on both parties.

6.06 The cost of arbitration shall be divided equally between the parties to this Agreement.

6.07 The Hospital shall, at the employee's request, make every reasonable effort to reschedule any employee called as a witness in any arbitration hearing in order that said employee shall have continuity of income. However, such efforts shall not include making changes that necessitate overtime.

6.08 Grievances regarding matters to which the Employer's representatives in Step I have no authority to resolve may be submitted to the next level of the grievance procedure.

6.09 For the purpose of this procedure only, the working day shall be defined as hours between 8:00 A.M. and 5:00 P.M., excluding Saturday, Sunday and holidays.

The day of occurrence of the act or the failure to act that causes a grievance shall not count as a day in the time limits set forth in this procedure.

6.10 Failure by the non-grieving party to abide by the time limits set forth in this procedure will give the grieving party(s) the right to submit the grievance to the next step. Failure by the grieving party to abide by the time limits shall mean that the grievance has been dropped.

ARTICLE 7. PROFESSIONAL PRACTICE

7.01 ***Non-Nursing Duties*****:** The parties recognize that RNs are highly educated professionals whose chief responsibility is patient care . The employer recognizes the importance of minimizing performing non-nursing duties and that the duties normally performed by clerical, housekeeping, transport or maintenance employees be performed by those employees and not RNs.

7.02 Professional License Requirements:

Employees who are required to obtain and maintain State licensure, in order to work in their position, are responsible for seeing that their license is kept up to date and renewed as required by law. Failure to maintain a valid licensure under State/Federal law will result in the employee not being permitted to work until such time as he/she obtains the licensure.

7.03 Orientation:

A. Each employee shall be provided with an individualized evidence-based orientation built upon existing competencies and the specialty area serving as the home department. The orientation program is under the direction and guidance of the Nursing Education Department. The orientation timeframes are recommendations that may be adjusted based upon the individualized learning needs assessment, request

of the employee with the recommendation of the nurse manager, the nurse educator and feedback from the preceptor.

1. Newly graduated registered nurses are provided with up to 12 weeks of orientation unless extenuating circumstances are identified by the Nurse Manager, Nurse Educator, and with input from the Preceptor.

2. Newly hired experienced registered nurses are generally provided with a 4-week orientation.

3. Registered nurses transferring within the BU to an alternate practice site or level of care will receive an orientation based upon their competency needs assessment.

4. Per Diems will follow the guidelines above based upon their experience and competency.

5. A written outline of orientation information and a copy of the Evaluation Form will be given to each employee at the start of the orientation. During the orientation period of all new bargaining unit employees, a representative designated by the union shall address the new employees about the union.

6. During the orientation period, the new RN shall be assigned a primary preceptor. Every effort will be made to schedule the new employee with his or her preceptor for the length of the orientation. Every effort will be made to schedule the Float Pool RN new employee with a unit specific preceptor for the length of the orientation on that unit. In addition, the new employee will not be considered in the staffing numbers.

B. When an employee is permanently transferred to another unit, a unit specific orientation with a weekly review will be planned, provided and administered by the Nursing Unit Manager or Assistant Nurse Manager of the receiving unit or the Nursing Education Department, when available. The time limit of orientation may be altered at the request of the employee or recommendation of the Nurse Manager, Supervisor and/or Nursing Education Instructor.

7.04 Staff Development

A. Nursing Education programs shall be made available to all shifts during work time in management's discretion either by an actual course or program to take place on a particular shift, by repetition of the program, or by recording of the program given on other shifts.

The manager shall attempt to schedule all required classes when the employee is regularly scheduled to work. An Employee who takes a required class as a regularly scheduled work day will be paid for the hours at the course and may either work the balance of her shift on her unit or use available PTO. Required classes (i.e. PALS, ACLS, BLS, etc.) will be marked on the schedule and be separate and apart from any conference days**.** All employees who are required to attend these programs on their own time will be paid at their regular rate**,** for time spent in such classes, which may be time and one-half. The hospital shall provide as much notice as practicable if employees will be required to attend courses on their own time. Attendance at such classes will be considered as time worked.

The American Heart Association CPR Course Level "C" shall be offered to all employees at least six (6) times per year for purposes of initial certification and recertification. Attendance at such

course shall be paid by the Hospital provided the employee has not let his/her certification lapse, unless said lapse is due to extenuating circumstances.

B. Nurses desiring additional education in preparation for job transfers requiring certifications such as telemetry, ACLS, PALS, NALS, TALS, and other similar education programs, shall be permitted to register for said courses and the courses shall be paid by the Employer. Employees will not be paid to attend such programs but may use PTO or request the use of conference day. Courses must be taken at Meridian.

C. An employee may request in writing to their Nurse Manager permission to participate in work-related or educational workshops, seminars, conferences, and/or conventions. Such requests shall be forwarded to a centralized staff development budget in Nursing Education for financial approval. Within reasonable limits and where appropriate, the Hospital in its sole discretion, after evaluating the request may grant such permission, in writing, where attendance at such work-related educational workshops, seminars, conferences, and /or conventions will benefit not only the participating nurse, but also the patient care program at Southern Ocean Medical Center.

The Hospital will grant time off without loss of pay at the regular compensation rate including differentials, and when funds are available will grant financial assistance to attend the program. The determination of this shall be at the sole discretion of the Hospital; however, the Employer will make its best efforts to ensure that such time and funds are divided on a fair and equitable basis on all units. If funds are not requested prior to the conference, reimbursement for expenses incurred shall be made within sixty (60) calendar days of the receipt of the request for expense payment and the written report as specified below. All staff must complete a Department of Nursing Education evaluation form within thirty (30) days of the program and a brief overview of the program's critical content will occur as arranged between the staff member and the Nurse Manager.

The Hospital shall provide to the Union a quarterly report regarding the education expenditures for bargaining unit employees. The report shall include the expenditures for bargaining unit employees for continuing education, the name of all employees who applied for the funding, names and departments of the employees who were approved for the funding to attend conferences, the dates of the conferences and amount dispensed.

Status I and II employees shall be entitled to at least two (2) conference days and Status III employees shall be entitled to at least one (1) conference days per calendar year *(January 1 through December 31).*

D. Employees shall receive a performance appraisal at the completion of their three (3) month probationary period and during the first quarter of each year thereafter. Employees shall be entitled to a copy. Results of such performance appraisals may be grieved pursuant to A*rticle 6* of this Agreement. However, the results of such performance appraisal may not be revised by an arbitrator unless the Hospital's actions are arbitrary and capricious.

E. The Hospital shall reimburse the cost of the initial and subsequent recertification (s) for recognized National Certification (s) provided the employee takes and successfully obtains such certification. Such fees shall be reimbursed in full upon receipt of the renewal card and proof of payment**.** An employee obtaining an initial National certification shall be scheduled off to attend preparatory class work as well as be scheduled off to sit for the day of the exam. Employees may use available PTO.

In cases when the employee does not pass the examination, the employee may request permission at that time to be reimbursed for one additional exam. When permission is obtained, it is with the understanding that the nurse will register for the next certification exam and sign up with the Ann May Center for a

tutoring consultation or other approved course. If a tutoring plan is recommended, the employee must meet the obligations of the tutoring plan in order to be paid for the exam.

F. Nurses selected to attend a course or series of courses, for which the Medical Center pays the cost of the course, as well as the employee's wages during attendance at said course (s), may be obligated to a time commitment not to exceed one (1) year following said course(s). Completion of the course may include clinical experience necessary before the employee is able to adequately function.

Such clinical experience shall be limited to a six (6) month period of time. If such employee terminated employment prior to the completion of the time commitment, he/she may be required to repay the cost of the course(s) on a pro-rated basis.

The Medical Center shall not be arbitrary in evaluating extenuating or unforeseen circumstances which may necessitate the nurse's leaving. Disputes with respect to this matter shall be subject to the grievance and arbitration procedure outlined in ***Article 6*** of the Agreement.

G. **National Certification:**

All eligible staff RNs must take a national certification exam approved by Nursing Education within three (3) years of working. Current RNs with three (3) or more years with the employer as an RN must apply within the year after November 1, 2013. If a candidate is unsuccessful, he/she must make reasonable efforts to take the exam again within one (1) year and at least once a year every year after until successful. There will be no discipline or negative effect or be considered a condition for employment for an employee who fails to obtain a National Certification.

H. **Bachelor's Degree:**

1. RNs who are hired into the bargaining unit November 1, 2013 through October 31, 2015 must attain a Bachelor's of Science in Nursing (BSN) degree within five (5) years as a condition employment. RNs who are hired into the bargaining unit on or after November 1, 2015 must attain a Bachelor's of Science in Nursing (BSN) degree within three (3) years as a condition of employment.

However, in the event during that five (5) or three (3) year period, an employee cannot meet this deadline due to extenuating life events, the employee may seek a reasonable extension of time for a special Bachelors labor/management committee. In addition, the Employer at its discretion may extend this time frame to ensure continuous operations.

2. All job postings (§ 13.01) for a staff RN position shall not have a bachelor's degree as minimal educational requirement.

The Employer shall make every effort to ensure time off or to adjust the employee's schedule in order to ensure the above programs are successful and to aid in compliance.

All current nursing scholarship information is available on the Meridian intranet under Resources.

I. **Special Bachelor's Degree Labor-Management Committee**

The Special Bachelor's Degree Labor-Management Committee will have equal representation from HPAE Local 5138 and the Hospital shall meet as needed. The purpose of the committee is to review a

bargaining unit RN's request to extend the deadline for obtaining his/her BSN. This Committee shall approve/deny the request for extension on a case-by-case basis.

7.05 Labor Management Committee

A. The Hospital and the Union agree to establish a Labor/Management Committee that will meet to discuss and resolve issues of mutual concern to the Union and Hospital in accordance with the following guidelines:

Labor Management Committee

1. All meetings of the Labor/Management Committee will be held during work hours at the facility. Time spent at these meetings will be compensated and considered as time worked for the purpose of computing overtime.

2. Two (2) hour duration of meeting will be the target; however, that time may be shorter or longer depending on circumstances as determined by the Committee Chairs.

3. Meetings shall be held monthly on a regularly scheduled day and time. However, more or less frequent meetings may be called as necessary as determined by the Committee Chairs.

4. The Committee is not intended or empowered to circumvent the grievance procedure or the normal collective bargaining process. Neither the Union nor Hospital is required to accept suggestions made by the Committee.

5. The purpose of the Committee is to raise issues, discuss and explore their relevance to the facility and its patients having to do with the health, safety or general benefit to the facility and its patients and the overall enhancement of general patient care at the Hospital, as well as discuss and resolve issues of mutual concern to the Union and Hospital.

B. **Committee Membership/Organization**

1. For the Union: Three (3) members, two (2) of which will be elected officers of the Union, shall be selected by the Union.

2. For the Hospital: Three (3) members shall be selected by the Hospital who will have the authority to make decisions within the boundaries of the Agreement.

3. The Chief Management Representative who is a regular member of the Committee and the Union Representative so designated will co-chair all Committee meetings.

4. The Hospital President and the Local Union President shall be considered as ex-officio members of this Committee.

C. The Chief Management Representative shall serve as the Committee facilitator for purposes of gathering agenda items and ensuring minutes are taken and distributed to participants. Minutes will be reviewed with any additions, corrections or disagreements noted at the beginning of the next meeting.

D. By agreement of the Committee, invited guests may be allowed to attend meetings. The number of guests will be determined by the Committee.

E. The Committee, by majority determination, may appoint a subcommittee of its members and other appointees to consider a specific issue of interest within the jurisdiction of the Committee. The power of the subcommittee will be determined by the main Committee.

7.06 Joint Committees:

The Hospital shall have the right to establish committees in the workplace that involve bargaining unit employees. The Hospital shall notify the Union when standing committees are established by the hospital or Meridian Health System that include bargaining unit staff. This notification shall include the purpose, approximate meeting schedule and bargaining unit staff involved. Committee members shall be afforded time during the work day to attend such meetings as approved and pre-scheduled by the Nurse Manager.

Participation in all such committees on an employee's scheduled time off shall be voluntary and compensated at the employee's regular compensation rate of pay in accordance with Section 9.01. Such off-duty time shall not count as time worked for overtime calculation. No managerial or non-bargaining unit duties will be assumed by the employee as a result of any decision by a committee. Once the Union Chairperson of the Local has been notified of the committees and members in the first paragraph, the Union shall have the right to designate other bargaining unit members to such committees or utilize the existing bargaining unit members of the committees. A bargaining unit member will have an opportunity to co-chair committees approved by the Labor / Management committee.

Only bargaining unit members so designated by the Union Chairperson or his/her designee shall be authorized to deal with issues concerning wages, hours and working conditions as defined as mandatory subjects of bargaining within the meaning of the National Labor Relations Act.

7.07 Staffing

A. **Preamble & Statement of Intent**

In order to provide quality patient care, ensure the health and safety of employees, and retain and recruit qualified employees, the Hospital agrees to provide adequate staffing in all units. The Hospital shall maintain the current staffing patterns and ratios and skill mix on all units except as may be modified, by the Agreement.

The Hospital shall abide by all staffing guidelines promulgated by the New Jersey Department of Health and Senior Services (NJDOHSS), the Joint Commission for the Accreditation of Acute Hospital Organizations (JCAHO), and any other accrediting or licensure agencies. Furthermore, in the event that staffing levels and ratios are mandated by State and/or Federal laws, the Hospital agrees to abide by such levels and ratios.

The Hospital shall consider the professional standards developed by recognized Specialty Nursing Organizations, as well as other health professional organizations, to further define staffing guidelines.

Staffing levels will be determined by factors indicated above including, but not limited to, patient data, visit volumes, census, acuity, patient safety, the skill mix of RNs and length of stay.

The Hospital will maintain an electronic "Short Staffing" form accessible to all employees. Short Staffing reports shall serve as a formal mechanism for reporting and tracking real time staffing concerns to the Employer. The Hospital agrees to forward all Short Staffing reports and associated action plans to the Union President and designee.

Staffing schedules will be reviewed monthly during Labor Management to ensure adequate staffing, in addition, short staffing forms from the prior month will be reviewed and a plan will be developed and implemented when appropriate. A high volume staffing plan will be collaboratively developed to ensure appropriate response to changing census and will be adjusted when necessary.

B. **Staffing**

1. The Hospital agrees to abide by its current staffing grids.

C. **Maintenance of Staffing Levels**

1. Plans to respond to predicted high census or unexpected changes in staffing will include use of the following:

- Posting of overtime and extra time
- Float pool
- Critical shift bonus
- Voluntary on-call
- Agency staff

2. The Employer recognizes that adequate ancillary assistance, particularly direct patient care provided by PCA's, is essential to provide safe, quality patient care. Therefore, priority will be given to maintain PCA's on the unit in a direct care capacity; not including one-to-one patient care assignments.

D. **Emergency Department:**

a) Triage will be staffed at all times with one (1) RN. This RN shall not be counted in the regular staffing numbers nor have a regular patient assignment.

b) The employer will make efforts to provide staffing for ED inpatient holding patients before utilizing regular scheduled ED staff. *(moved and modified from 7.7 Staffing (H) (p.14)*

E. **Staffing Committee**

The Committee shall be made up of four (4) members appointed by the Union and four (4) appointed by the Hospital. Either party may bring up to an additional four (4) employees to a meeting to discuss unit specific related issues. The four (4) extra employees need approval to attend from their Nurse Manager. Such approval shall not be unreasonably withheld. Members who attend Committee meetings will be paid for attendance at Committee meetings. The meetings will be held monthly on regularly scheduled time and day, unless greater frequency is determined by the committee.

The Committee will be charged with:

1. Making recommendations to the hospital administration on proper staffing levels, nurse to patient ratios and staffing mixes in different units and departments**.**

2. Assessing the value of the acuity system.

3. Reviewing data about short staffing, patient care assignments, caseload, work assignments, and other staffing issues and develop recommendations for improvement.

4. Monitoring data of patient outcomes and satisfaction.

5. Making recommendations to improve patient satisfaction.

6. Making recommendations to improve hospital functioning.

F. The employer will provide the Committee with information necessary to accomplish these activities including, but not limited to: schedules, records of number of admissions and timing of these admissions, information on staff turnover, agency use, RN overtime, current staffing criteria.

Both parties acknowledge the information reviewed in these committee meetings may be of a sensitive nature and will not be used for any purpose beyond submission of a report to hospital administration. In addition, all applicable standards related to patient confidentially will apply.

G. Minutes of each meeting will be maintained. Committee recommendations will be in writing and the hospital administration will respond to any recommendations in writing in a reasonable time period, but in no event later than forty-five (45) calendar days after the recommendations are received.

H. Other:

1. Employees on Modified or Light duty shall not be included in the Staffing Numbers.

2. Clinical Coordinators will not be counted in the staffing numbers or have a patient assignment except in an unforeseen emergent circumstance.

3. The Hospital will involve bargaining unit members in any development and revisions of a work flow process at the Hospital, when appropriate.

I. The CNE of Nursing and President of the Union (or their designees) will meet upon request of either party, in order to review HPAE staffing forms and discuss issues concerning staffing. The staffing mix for the shift in question will be available for review at that time.

7.08 Department Meetings: Employees must attend all department meetings which are held during time when they are scheduled to work, unless they receive advance permission from their Unit manager not to attend. Department meetings will be scheduled on a regular basis on each shift and scheduled at least two (2) weeks in advance, in writing, and posted in the department. Employees who are not scheduled to work at a time a department meeting is scheduled, may attend said meeting, which will be considered work time.

ARTICLE 8. WORK TIME

8.01 Hours of Work

The basic work day shall consist of eight (8), ten (10) or twelve (12) hour shifts per day excluding a thirty (30) minute unpaid meal period. Unpaid meal periods are provided only to employees working at least five (5)

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

The parties recognize that the Employer's operation requires coverage on a twenty-four (24) hour a day, seven (7) days per week basis. The normal work week shall consist of, but not be limited to, five (5) eight (8) hour shifts, four (4) ten (10) hour shifts or three (3) twelve (12) hour shifts. The work week shall begin at 11:00 P.M. Saturday. Weekend hours shall be defined as 11:00 P.M. Friday to 11:00 P.M. Sunday.

8.02 Breaks

A. ***Work Break:*** Employees are entitled to one (1) scheduled work break for each full shift taking up to a maximum of fifteen (15) minutes. Employees who work a ten (10) hour shift are entitled to two (2) scheduled work breaks for each full shift taking up to a maximum of ten (10) minutes each. Employees who work a twelve (12) hour shift are entitled to three (3) scheduled work breaks for each full shift taking up to a maximum of ten (10) minutes each. Work breaks are paid time. They are not guaranteed in length or frequency.

B. ***Meal Break:*** There shall be a scheduled meal break on each tour of duty (eight [8] hours or more) for a period of thirty (30) minutes during the hours when cafeteria is opened for the day and evening shift and at a time near the middle of the shift for night employees.

8.03 Employees may not swipe in for work earlier than three (3) minutes before the beginning of their shift or swipe out more than three (3) minutes after the end of their shift unless approved by the Manager. Employees are expected to swipe their card at the time clock closest to their work unit and to be on the work floor ready to and actually begin work at the start of their shift and to remain working on the work floor up to the end of their work shift. The official time for measuring all working hours is the time on the Hospital's time clocks.

8.04 Notice: Any employee who is unable to report for work at his/her scheduled starting time must call their nurse manager or the administrative supervisor at least two (2) hours prior to his/her scheduled starting time. An employee must call in each day of absence. When an employee knows her illness will extend more than one shift, she will notify her supervisor /manager to give the expected duration of the absence.

8.05 Overtime

A. Employees shall be paid one and one-half (1 ½ *)* times their regular rate of pay for all authorized time actually worked in excess of forty (40) hours within a work week. There shall be no pyramiding of overtime.

B. The Employer may require employees to work overtime, consistent with applicable State Law.

8.06 Daylight Savings Time:

An employee whose normal workday is an eight (8) hour shift and who works a shift of nine (9) actual hours as a result of an adjustment in daylight savings time, he/she shall receive one (1) hour's pay at time and one-half (1 ½) provided the hours in the work week exceed forty (40).

If an employee works a shift of seven (7) hours as a result of an adjustment in daylight savings time, she/he will be compensated for a full eight (8) hours.

An employee whose normal workday is a ten (10) hour shift and who works a shift of eleven (11) actual hours as a result of an adjustment in daylight savings time, she/he shall receive one (1) hour's pay at time and one-half (1 ½) provided the hours in the work week exceed forty (40). If an employee works a shift of nine (9) hours as a result of an adjustment in daylight savings time, she/he will be compensated for a full ten (10) hour shift.

An employee whose normal workday is a twelve (12) hour shift and who works a shift of thirteen (13) actual hours as a result of an adjustment in daylight savings time, she/he shall receive one (1) hour's pay at time and one-half (1 ½) provided the hours in the work week exceed forty (40). If an employee works a shift of eleven (11) hours as a result of an adjustment in daylight savings time, she/he will be compensated for a full twelve (12) hour shift.

ARTICLE 9. WAGES

9.01 *Regular Compensation Rate:*

An employee's regular compensation rate of pay is defined as base hourly rate plus shift differential, Clinical Recognition differentials and job classification differentials to which the employee is entitled in this Agreement. This rate applies up to forty (40) hours in a work week.

9.02 *Premium Compensation Rate:*

All hours worked in excess of forty (40) hours in a work week shall be paid at time and one-half (1 ½) of the employee's regular compensation rate.

Paid time off when scheduled twenty-four (24) hours in advance shall be considered as time worked for the purpose of calculating overtime, excluding extended sick leave (ESL).

Exempt employees (all employees except for Graduate Nurses and Registered Nurses) who work in excess of forty (40) hours in a work week shall be granted compensatory time off within thirty (30) days of the overtime. If such time cannot be taken off, they shall be paid their regular compensation rate for such overtime hours.

9.03 *Pay Period:*

Biweekly pay periods shall continue as heretofore. When a holiday falls on a Thursday in the pay week, checks will be available to employees on the Wednesday before the holiday.

Payroll errors caused by the Hospital and reported by 12 noon on Friday of payroll week will be corrected on Friday of Payroll week.

Payroll errors caused by the Hospital and reported by 5 P.M. on Monday of a non-payroll week will be corrected on Tuesday of a non-payroll week.

Payroll errors caused by the Hospital and reported by 5 P.M. on Monday of a payroll week will be corrected with the normal payroll run.

9.04 *Compensation for Extra Shifts Worked:*

Status II and III employees will be paid a bonus rate of ten dollars ($10.00) per hour if they work extra shifts on nights or weekends and five ($5.00) per hour if they work extra weekday or evening shifts.

Employees who work from 7:00 P.M. to 11:00 P.M. shall be paid the ten dollars ($10.00) per hour rate. Such bonuses will not apply in cases where the employee receives a premium of time and one-half (1 ½) pay for hours worked in excess of forty (40) in the work week, an extra shift in the same work day (Article 8.5) or for an extra shift on a weekend off *(Article **10.4)*** or where the employee receives a premium of time and one-half (1 ½) pay for hours worked on a legal holiday ***(Article 10.5)***.

Effective January 3, 2016, compensation for extra shifts is only available during the pre-posting period for positions on Smart Square or at any time for departments not covered by Smart Square.

Exempt employees will be paid a bonus rate of fifteen dollars ($15.00) per hour if they work an extra shift as a staff RN to supplement staffing.

9.05 ***Compensation for CommitteeAttendance***

Employees who serve on Hospital committees shall be paid at their regular compensation rate of pay for time spent at said meetings when attended on the employee's off-duty time. Such membership shall be limited to one committee at a time. Employees who are on-duty during attendance at said meetings shall be permitted to attend without loss of pay.

9.06 ***Critical Shift Bonus:***

The intent of the critical shift bonus is to address issues of short staffing. The hospital will pay a bonus payment to employees, according to the Meridian Health System polices and procedure titled *"Bonus Compensation for Extra Shift Worked" No. MHS-HR-01-2412 (5/29/2012),* which shall be incorporated by reference into this Agreement when it becomes operationally necessary on a unit specific basis to flex up staffing. It is understood that:

1. Advanced notification shall be given to the President of HPAE local 5138 and/or her designee once there is a decision to flex up staffing and to implement the bonus payment.

2. That an employee who is working an extra shift will be paid the greater amount of either the bonus in bonus in Article 9.6, or 9.11 (Open Shift Incentive Program) or the bonus in the above-mentioned policy.

9.07 ***Charge differential:***

An employee who performs the duties of charge will be compensated by an additional differential for each hour worked as follows:

Individuals shall be designated as in charge of a particular unit, when the Nurse Manager and the Nurse Manager's Assistant, who have primary responsibility for that unit, are absent from the unit for two (2) or more hours or are off the premises for lesser periods of time. When either occurs, the individual designated as in charge shall be paid the differential of one dollar ($1.00) per hour for all such hours worked.

Charge shall be voluntary on the part of the employee provided someone is willing to take charge. In the event there are no volunteers, then charge shall be designated on a rotating basis. A log of the rotation shall be kept. Employees will not be required to take charge or be assigned charge in departments when a Nurse Manager or Assistant Nurse Manager is on duty.

9.08 WAGE SCALE

A. **Starting Rate of Pay = $ 28.63**

B. The base salary range maximum for Staff RN = starting rate of pay X 1.70 or 70%
The base pay maximum: $48.67

Nurse Clinicians and Clinical Nurse Specialist In-Service Education = Base salary for Staff RN + Additional hourly rate X 1.70 or 70%

C. Wage Scale attached Appendix B-C for:

- Staff RN
- Per Diem RN
- Nurse Clinician
- Clinical Nurse Specialist
- Nurse Anesthetist

D. **Educational Differentials:**

- Effective 11/1/15, RNs with a Bachelor of Science in Nursing degree shall receive a differential of $1.50 per hour. RNs receiving the Bachelors differential without a BSN prior to 11/1/15 shall continue to receive the differential.
- Effective 11/1/15, RNs with a Master of Science in Nursing degree shall receive a differential of $2.00 per hour. RNs receiving the Masters differential without an MSN prior to 11/1/15 shall continue to receive the differential. RNs receiving the differential for Masters degrees will not be eligible for the Bachelor's degree differentials.
- RNs with one National Certification shall receive a differential of a $2.00 per hour.
- RNs with two or more National Certifications shall receive an additional differential of $0.75 per hour.

- **C.A.R.E – Differentials**

I.	C.A.R.E : Clinical Nurse (Level l), Crisis RN	**-0-**
II.	C.A.R.E : Clinical Fellow (Level II)	**$1.00**
III.	C.A.R.E : Clinical Resource (Level III) Utilization Review, Infection Control, Quality Assurance	**$2.00**
IV.	C.A.R.E : Clinical Scholar (Level IV), Nurse Clinicians	**$3.00**
V.	C.A.R.E: Specialty Scholar (Level V)	**$4.00**

If Nurse Clinician, Clinical Nurse Specialist or In-Service Instructor change to staff positions, they will not be required to wait a year and will assume corresponding C.A.R.E level providing the other criteria is met.

E. Effective November 1, 2011, RNs who move to positions that requires a Bachelor's degree or Master's degree (for example those positions listed in Article 9.8) are not entitled to the foregoing degree differential. RNs who are in a position that requires a Bachelor's degree or a Master's degree as of November 1, 2011 will continue to get the $1.50 for a Bachelor's or $2.00 an hour for a Master's degree only. These RNs are not subject to any future increases to the differentials for as long as they are in the Bachelor's / Master's required position. An RN receiving the differential for a Master's degree will not be eligible for the bachelor's degree differential.

F. Any increase in differentials for Bachelor's or Master's shall be added to the Nursing Education Wage for the Nurse Clinicians, Clinical Nurse Specialist, In-Service Education and Nurse Anesthetists.

The calendar year of January 1st – Dec 31st will be the time period for the performance evaluations.

In addition, Status I, II, III below the base salary range with six (6) or more months of service as of July 1st, of any given year shall receive on their performance appraisal review date on the pay period closest to July 1st of each year, performance based increases as outlined below based upon their performance appraisal rating:

Overall Rating	**7/1/2018**
	Performance Increase
1.0 – 1.74	0
1.75 – 1.99	0
2.00 - 2.24	1.0 %
2.25 – 2.49	1.5 %
2.50 - 2.74	2.0 %
2.75 - 3.00	2.5 %

Status I, II, III employees who are at the base salary range maximum or higher may be granted either a lump sum or merit increase at the discretion of the employer. Status IV employees will receive a lump-sum bonus in accordance with the following bonus guidelines:

The bonus amount will be calculated based on the employee's base hourly wage only, exclusive of all differentials (including but not limited to shift, clinical and job classification) premium pay and any other compensation.

This bonus (full and partial) amount shall be determined by the overall performance rating of 2.0 or higher, according to the above performance increases guidelines.

The bonus check will be issued on the pay period closest to July 1st each year, and will be distributed together with the regular paycheck of the eligible employee. The bonus payment will be a separate check and is only payable to eligible individuals actively employed with Meridian Health on the date of the payout.

Such bonus payments would continue until such time that the salary range is adjusted and the affected individual falls below the base salary range maximum.

An employee below the maximum rate of pay will receive a % increase up to the maximum which will be added to their base rate and the balance of the increase shall be paid as a bonus or merit-based increase based on the same guidelines Meridian applies to other Meridian employees. As of April 30th of each year, the Hospital shall provide a report to the Union containing the performance Assessment scores of

the bargaining unit members. The union shall have ten (10) days from the date of receiving the scores from the hospital to grieve any assessment.

Me-Too Clause: Any bonuses, market rate adjustments and changes in merit % (increases) or in timing (earlier) offered to other Bayshore Medical Center, Ocean Medical Center, or Riverview Medical Center RNs will also apply to JSUMC RNs and SOMC RNs. The Employer will notify the Union 30 days before implementation of such salary changes for RNs in Bayshore Medical Center, Ocean Medical Center, or Riverview Medical Center.

G. **Starting Rates of Pay**

New hire rates of pay Appendix : B – C

Prior RN experience can be granted up through fifteen (15) years. Prior LPN hospital experience on a 2 for 1 basis can be granted up to the five (5) year RN level. Current employees who may have past LPN hospital experience will receive a 2-1 year credit up to five (5) year rate.

Me-Too Clause: Any bonuses, market rate adjustments and changes in merit % (increases) or in timing (earlier) offered to other Bayshore Medical Center, Ocean Medical Center, or Riverview Medical Center RNs will also apply to SOMC RNs. The employer will notify the Union thirty (30) days before implementation of such salary changes for RNs in Bayshore Medical Center, Ocean Medical Center, or Riverview Medical Center.

H. **Per Diem Rate of Pay**

1. Per diem employee's wage scale – Appendix C

2. All Per Diem employees below the rate will be adjusted.

3. If bargaining unit employees convert to per diem status during this agreement, they shall be placed at the above rate of pay or their rate of pay, whichever is greater.

4. A bargaining unit employee who is in the C.A.R.E program and converts to per diem status shall maintain the current C.A.R.E differential until the time of expiration. The employee will not be eligible to renew membership in the C.A.R.E program as a per diem.

5. Wage scale noted in Appendix C is to be used for conversion only. The years of experience represent the number of years working continuously at a Meridian Health facility in the capacity as a staff RN only. A per diem employee who converts to a Status (I-II-III) position shall be placed on the wage scale below (for conversion PD to Status I-II-III only).

9.09 Preceptor Differential: The hospital preceptor program provides orientation and mentoring to new RNs as well as those who may be transferring to different units/departments. Preceptors shall be designated by the Hospital and be voluntary on the part of the employee. A differential of $1.00 (one dollar) per hour will be paid for all hours worked as a preceptor.

9.10 **Shift Differential*:*** The Hospital shall pay additional compensation to employees who are assigned to work the evening and night shift as follows:

Shift Differentials:

3:00 P.M. to 11:30 P.M. 9:00 P.M. to 3:00 A.M. 11:00 A.M. to 11:00 P.M. 11:30 A.M. to 10:00 P.M. 3:00 P.M. to 03:00 A.M.	**$3.00 (three dollars) per hour**
7:00 P.M. to 7:30 A.M. 10:00 P.M. to 8:30 A.M. 11:00 P.M. to 7:30 A.M.	**$5.00 dollars (five dollars) per hour**

An 8 hour employee is eligible for evening or night shift provided at least three (3) hours are worked in the 2nd or 3rd shifts beyond the end of their regularly scheduled shifts. Employees will be considered 2nd and 3rd shift employees as long as 75 % of their regularly scheduled hours are worked in the 2nd or 3rd shift.

For an employee who permanently receives a shift differential, such differential is considered part of the employee's regular pay and shall be included in payment for all paid leave as well as in the calculation of premium compensation rate.

9.11 Open Shift Incentive Program: Effective with the first schedule in January 2016, incentives will be tied to all open shifts posted in Smart Square during the "Open Shift" period. Incentives will vary based on need, but will range from $8 - $12 per hour. The incentive amount tied to each shift will be greater the further out the scheduled shift is, and gradually reduced as the open shift approaches and open shifts are accounted for. The incentive amount will be locked in at the time the employee is "confirmed" for the shift through Smart Square. In the event an employee is confirmed for an open shift and subsequently swaps that shift, the incentive will not be paid to the employee who works the shift as part of the swap. In the event an employee would be otherwise eligible for a bonus or incentive payment under 9.04, 9.06 or 9.12 (Float Bonus & Incentive), employee will receive the greatest of these amounts.

9.12 Float Bonus:

Effective November 1, 2015, employees with greater than or equal to 10 years bargaining-unit seniority shall receive a bonus of $8 per hour if required to float per Article 11.01. Employees with less than 10 years bargaining-unit seniority shall receive a bonus of $5 per hour if required to float.

9.13 Float Pool Program

A. The Hospital shall maintain a float pool to fill in vacancies on various units.

B. The Hospital may hire full-time, part-time and per-diem employees as permanent float nurses. Employees in the float pool are not covered by the floating guidelines above and may be assigned as needed. Float pool positions will be posted and filled according to the job posting procedures. Effective August 1, 2017, the hospital will make every effort to hire float pool nurses with a minimum one (1) year experience as an RN.

1) Float Pool nurses will work in one of four specialty areas:
    a. Med/Surg and/or Telemetry
    b. Critical Care
    c. ED
    d. Peri-Op
2) A shift is defined as an 8-12 hour period of time.
3) Weekend shifts are Friday 7 pm – Monday 7 am.
4) Float Nurses will not be required to perform functions of charge nurse.
5) Float Nurses will not be required to take call.

C. FTE Float Pool (Status I, II, III) Differential:

1. Effective January 3, 2016, staff shall receive a differential based on competencies to work/float to four specialty areas:
    a. Med/Surg and/or Telemetry
    b. Critical Care
    c. ED
    d. Peri-Op

2. Float Pool differential is in addition to base, shift and any weekend differentials.
    a. Tier 1: $5.00 per hour for one specialty area based on competencies.
    b. Tier 2: $6.00 per hour for two specialty areas based on competencies.
    c. Tier 3: $7.00 per hour for three or more specialty areas based on competencies.

D. Per Diem (Status IV) Float Pool Differential:

1. Effective January 3, 2016, staff shall receive a differential based on number of total shifts and weekend shifts committed to work. Differential is in addition to base and shift differential.

2. Per Diem Float work commitments to be reviewed every six months. Failure to meet minimum commitments may result in disciplinary action and employee may be immediately moved to lower tier at management's discretion.

    a. Tier 1 - $8.00 per hour: must work two (2) shifts per four-week schedule with a minimum of one weekend shift.
    b. Tier 2 - $10.00 per hour: must work three (3) shifts per four-week schedule with a minimum of two weekend shifts.
    c. Tier 3 - $12.00 per hour: must work four (4) weekend shifts per four-week schedule.

ARTICLE 10. SCHEDULING

10.01 Schedule Posting:

. The Hospital shall post a four (4) week schedule of each employee's assignment not less than two (2) weeks in advance of the start of the schedule. Once posted, the schedule shall not be changed except by mutual agreement.

In the event the Hospital determines that work week hours need to be changed for legitimate business reasons, the Hospital will provide at least thirty (30) days notice to the Union of such change and agree to meet and confer with the Union regarding such changes and explore alternatives to satisfy the needs of the Hospital, not withstanding section 10.8..

10.02 PTO / Benefit Time Scheduling

A. Although PTO time is earned time from the first paid day, PTO time may only be taken after the completion of the three (3) month probation period. The amount of PTO time taken may only be the amount earned to date.

B. Advance PTO time may only be given when the following conditions exist:

1. The employee has at least one (1) year of service

2. A bona fide personal emergency exists

3. It is operationally feasible

C. Vacations may be taken at any time during the year in daily or weekly increments. The hospital shall be reasonable in granting PTO requests and will not assign vacations without the approval of the employees.

D. Vacations should be taken within the year but may be accrued to a maximum of an employee's annual entitlement as outlined in section 15.03 PTO Maximum Accruals. Pay in lieu of PTO shall be given for time in excess of accrual amount when operational conditions of the Hospital prevent employee from taking the vacation.

E. **PTO Submissions:**

1. For PTO requests between June 1st through September 30th, employees may submit requests in writing by March 1st of the same year in which such employee's PTO is to be taken. Seniority shall prevail for all June 1st through September 30th PTO requests submitted in writing by March 1st. Employees shall be notified in writing by March 15th if such requests are approved or denied. Requests made after March 1st shall be on a first come, first serve basis and the employee shall be notified in writing of the reason within fourteen (14) days if such request if approved or denied.

2. For PTO requests between October 1st through January 31st, employees may submit requests in writing by July 1st . Seniority shall prevail for all October 1st through January 31st PTO requests submitted by July 1st. Employees shall be notified in writing by July 15th if such request are approved or denied. Requests made after July 1st shall be on a

first come, first serve basis and the employee shall be notified in writing of the reason within 14 days of such request if approved or denied.

3. For PTO requests between February 1st through May 31st, employees may submit requests in writing by November 1st. Seniority shall prevail for all February 1st through May 31st PTO requests submitted by November 1st. Employees shall be notified, in writing, by November 15th if such requests are approved or denied. Requests made after November 1st shall be on a first come, first serve basis and the employee shall be notified in writing within fourteen (14) days if such request is approved or denied.

4. Employees needing to make long range plans for PTO time which would fall out of the time frame request above, may submit their request earlier with a waiver from their senior co-workers stating that they will not request PTO at that time.

5. An approved PTO calendar will be posted and accessible to all employees on each unit for PTO periods by March 15th, July 15th, and November 15th respectively.

F. If two (2) or more employees on the same unit submit a request for the same PTO period, then the employee with the greatest bargaining unit seniority shall be granted the period in question if staffing does not permit the granting of all requests. In the event that a PTO request is denied, the Nurse Manager shall state the reasons in writing.

G. Requests for PTO will not be unreasonably denied.

H. No more than two (2) weeks of PTO time can be taken by the employee between June 1st and September 15th. If unassigned PTO time is available between June 1st and September 15th after granting PTO in the month of March, employees may request more than two (2) weeks' vacation. Approval of additional PTO beyond the initial 2 weeks will be dependent on operational needs of the unit.

I. A log book, with employee access, of PTO requests and approvals shall be kept on each unit.

J. Time requests submitted for un-posted time shall not be unreasonably denied.

K. Time requests for changes in posted time shall be granted whenever feasible.

L. Employees may request to change or swap work schedules or shift assignments provided the employees are qualified to perform the work after the switch. The employee who agrees to cover for the change in schedule will be held responsible should the employee not report to work after swapping. All requests must be made in Smart Square and approved by Nursing Management in advance, considering patient care and cost issues or the employees must work their shift/schedule as originally established.

M. In the event a request for benefit time is denied, an employee who then secures their own coverage will not be denied the time so long as the replacement has equivalent skills and qualifications and does not result in overtime payment.

N. Employees shall be granted PTO time independent of requests by non-bargaining unit personnel.

10.03 Bargaining Unit Work Preference:

A. **Available Work Time**

Smart Square: Smart Square will be the electronic scheduling program effective with the "Schedule Period Start Date" of January 3, 2016. The initial units to be covered will be the Emergency Services and Inpatient units. The following definitions shall apply as it relates to Core and Contingency Staff Resources:

Effective January 3, 2016, the Employer has adopted the following definitions as it relates to Core and Contingency Staff Resources:

"Core Staff" Resources: Status I, II, III employees (excluding Float Pool) working within their budgeted FTE commitment in their assigned work area.

"Contingency Staff" Resources: ALL Float Pool employees (regular or Per Diem), ALL employees working above their budgeted FTE or into Overtime, ALL employees working a shift selected via the Open Shift program, ALL Per Diem employees (unit based or float pool), and ALL agency resources.

Notwithstanding contract Article 25 Work Jurisdiction all available work time, assignments and scheduling shall be offered to bargaining unit employees which includes all shifts for day or contracted agency nurses before being offered to non-bargaining unit employees during the Pre-posting period.

Thereafter, the hospital will assign shifts to available personnel. However, a bargaining unit member may bump a day agency nurse (non-contracted agency) or a contracted agency nurse working overtime or extra shifts, provided at least twenty-four (24) hours' notice is given to Nursing Management before the start of the agency shift and does not result in a sleep day situation.

In areas where subcontracting occurs due to a critical shortage (i.e., Operating Room), the choice of hours of work for a specific schedule shall be offered first to bargaining unit employees.

Contracted Agency nurses shall be required to work weekends, holidays and shall have the same scheduling requirements as bargaining unit employees. In addition, before subcontracting, the hospital will post a temporary position. In the event an agency nurse is being utilized for 6 months on a particular unit and shift, the hospital shall post a comparable status position**.**

A seniority list shall be posted on each unit and made available to employees.

B. **Smart Square Scheduling Program**

Smart Square is our electronic scheduling program. All Smart Square schedules will be dated upon posting, and will remain posted until the end of the schedule. The Employer shall provide a mechanism for staff to view who bid for extra shifts, the BU seniority dates, and who was granted the shift.

Only Bargaining unit employees are permitted to sign up via Smart Square for extra or overtime shifts.

The schedule period timeline for the duration of this contract is attached as Appendix G.

The Pre-posting and Open Shifts shall be dated upon posting and saved for a period of no less than three months. Upon request, the Union shall receive a hardcopy of all units' extra shift postings. This report

shall be referred to as the "Extra Shift Report." In addition, the Union, upon request, shall receive hardcopies of the "Extra Shift Reports" and the final shift approvals up to 3 months prior to request.

Available time will be posted in Smart Square for each nursing unit based upon average daily census and acuity needs at the time the regular work schedule is posted.

Pre-Posting Period (formerly known as Original Needs List)

1. Bargaining unit employees shall have the right to sign up for said available time via the Smart Square program.

2. Employees may bump during the Pre-Posting period.

3. An employee who signs up for the posted shift in its entirety shall have preference over an employee only signing up for a partial shift, during the Pre-posting period.

4. When two (2) or more bargaining unit employees sign up for the same time, bargaining unit seniority shall prevail. With the exception noted above .

5. The nurse manager will approve shifts by order of seniority at the end of the Pre-Posting period with the exception noted above. Shifts approved during this period shall be referred to as the "Pre-Posting" shifts.

Status I-II-III bargaining unit employees shall have the right to sign up for a maximum of eight (8) posted shifts during Pre-Posting Period. Per diem employees may only sign up for four (4) shifts during the Pre-Posting period. Extra shifts will be approved during the Pre-Posting period first to part time employees, who will not incur overtime or other premium pay. Sign up shall be based on bargaining unit seniority.

C. **"Open Shift" Program (formerly known as Additional Needs List)**

1. After the Pre-Posting period ends, extra shifts shall be approved on a "first come, first served basis" based on the date and time of sign-up.

2. Shifts approved at this time are part of the "Open Shift" Program.

3. When employees commit to a shift, they are approved in real-time through Smart Square.

4. All employees who are confirmed through the Open-Shift Program are unassigned to a work area as contingency staff.. Staff will be advised of their assignment when staffing plans are finalized.

5. Per Diems may sign up additional shifts at this time.

D. **Agency Nurses:**

All shifts that agency nurses are working either per day or subcontracted shall be clearly marked on the scheduled as "*Agency"*. Agency Nurses shall not be scheduled during the pre-posting period. Agency nurses shall be pulled or reassigned before bargaining unit employees.

E. **Cancellation of Extra Shifts by Hospital:**

Hospital cancellation of scheduled extra shifts for all bargaining unit employees (including all shifts for per diems) shall require notification of a minimum of 1 ½ hours in advance of the scheduled shift or payment to said employee for the full shift. The Employer will attempt to leave a message of cancellation for employees not at home. Employees are responsible to check messages for cancellation of their shift or call the unit if away from home one and a half hours (1½) prior to the start of their shift. It's the employees' responsibility to notify via email that current contact information (i.e., phone number) is up-to-date with the Employer.

Cancellation on the particular unit will be in the following order:

1. All non-bargaining unit employees, including Non-contracted agency, and all extra shifts for contracted agency.

2. Open Shifts with incentives (in order of reverse seniority).

3. Per Diem* in Overtime seniority not withstanding

4. Pre Posting program: Status I, II, III, IV and Pre-Scheduled PD in order of reverse seniority.

5. PTO request previously denied shall be offered and may be taken upon mutual agreement.

6. Volunteer (by seniority)

7. FTE'd bargaining unit (rotational) by reverse seniority.

* Per Diems holding temporary positions (§ 4.4) will be treated as Core Staff.

F. Cancellation of Extra Shift by Employee Regular employees, Status I, II and III, who call out less than forty-eight (48) hours in cancelling extra shifts shall receive a level one disciplinary notice for more than one (1) cancellation per quarter, except in cases where they secure their own coverage. Cancellations of extra shifts shall not be considered unscheduled absence.

10.04 Weekend Work

Employees shall not be required to work more than twenty-six (26) weekends in a calendar year.

Employees who work greater than every other weekend shall be compensated at time and one-half (1 ½) their regular compensation rate for all time worked on the extra weekend, unless employees are hired to work more than every other weekend. Employees who work in units or departments that are not open on weekends shall not be required to work weekends unless the Hospital determines that such units or departments shall be open weekends. Should an employee opt to swap weekday for a weekend shift with another employee, then no payment will be made for extra weekend worked. This will not apply when the Manager requests that an employee swaps weekday for a weekend shift.

A weekend off shall be defined as Saturday and Sunday for all employees working on the day and evening shifts. A weekend off shall be defined as Friday and Saturday or Saturday and Sunday for the night shift.

10.05 Holidays Designation: Employees shall be entitled to following paid holidays within each calendar year.

Memorial Day	Fourth of July
Labor Day	Thanksgiving Day
Christmas Day	New Year's Day

Status I employees that are on the payroll as of January 1st of any calendar year are eligible for all six (6) holidays (48 hours) each year. New Status I employees are eligible for the holidays that occur during the remainder of the calendar year from their date of hire.

Status II employees that are on the payroll as of January 1st of any calendar year are eligible for three (3) holidays, (24 hours) each year.

New Status II employees are eligible for the holidays that occur during the remainder of the calendar year from their date of hire based on the following formula:

Status II employees hired 1/1 - 6/30 = ~~2~~ 3 days (24 hours)
Status II employees hired 7/1 - 12/31 = 1.5 day (12 hours)

Status III employees are not eligible for holiday time off but are eligible for receiving premium pay when working the holiday.

10.06 Holiday Entitlement:

Recognizing that the Hospital works every day of the year and that it is not possible for all employees to be off on the same day, the Hospital shall have the right to schedule employees to work on holidays but will do so on an equitable basis and consult with employees as to preference. Supervisors will cooperate with RNs when requests for alternative holiday scheduling are proposed.

Although twelve (12) hour shift employees are not guaranteed to work only two (2) days in a work week when they are scheduled off on a holiday, the hospital will make reasonable efforts to schedule employees who have requested to only work two(2) other days in a week when they are scheduled off on a holiday. Employees shall submit such requests by April 1st. Reasonable efforts shall include, but not be limited to: seek volunteers, posting of additional time, offering critical shift differential, pre scheduling of per diem (only in order to allow Status I – II employees off), use of day agency staff and use of voluntary on call. The Hospital may need coverage as outlined above in order to grant requests. The employer will notify employees in writing by April 30th as to whether or not their holiday requests have been approved. If the hospital is able to schedule only two (2) days in such a situation, the holiday shall be paid and considered a day worked. If the hospital is not able to schedule only two (2) days, the employee shall be scheduled three (3) days and the employee shall receive another day off with pay. This compensatory day off for the holiday may not be scheduled earlier than thirty (30) days before the actual holiday and no later than thirty (30) days after the actual holiday unless deferral is mutually agreed upon by the hospital and the employee.

If the employee is required to work 3 (three) days in a week in which they are scheduled off on a holiday, they will not be forced to accept payment for the holiday that week unless mutually agreed.

Employees who are scheduled to work on the actual holiday shall receive another day off with pay, provided they have legal holiday time available. This compensatory time off for the holiday may not be scheduled earlier than thirty (30) calendar days before the actual holiday date and no later than thirty (30) calendar days after the actual holiday unless deferral is mutually agreed to by employer and employee.

Eligible employees who normally work eight (8), ten (10) or twelve (12) hour shifts shall be entitled to holiday compensation on an hour for hour basis.

In holiday time selection, the Hospital will grant the request of the employee on the basis of:

A. If two (2) or more employees request the same day to be scheduled as holiday time and staffing permits two (2) or more absences, it shall be granted to all employees requesting such time.

B. If two (2) or more employees from the same unit request the same day to be scheduled as holiday and staffing permits limited absences, the employee having worked that holiday the previous year shall be granted the holiday.

C. Bargaining unit seniority shall prevail when employees received the same holiday off the previous year. An employee may waive such rights for the D. benefit of another employee by expressed wish.

10.07 Holidays:

All employees who work on any of the holidays listed in this Agreement shall be paid at the rate of time and one-half (1 ½) the employee's compensation rate of pay. There shall be no pyramiding of time (double time and a quarter) when working a holiday.

The actual day of the holiday is the day on which the holiday pay is paid to employees. For the 7:00 P.M. to 7:30 A.M. and 11:00 P.M. to 7:30 A.M. shifts, holidays shall be celebrated commencing at 7:00 P.M. and 11:00 P.M. on the evening preceding the holiday. If an employee is absent seventy two (72) hours preceding or following a holiday, if scheduled to work, the employee may not be paid for the holiday (time off) unless the employee is hospitalized or has a documented emergency.

Status I employees may be required to work up to three (3) holidays in a calendar year and shall be paid for six (6) holidays. Status I employees with thirty (30) years or more BU seniority may be required to work only two (2) holidays of their choice calendar year shall be paid for six (6) holidays. One of the two (2) holidays must be on Christmas or New Year's.

Status II employees may be required to work up to three (3)holidays in a calendar year and will be paid three (3)holidays. A Status II employee with thirty (30) years or more BU seniority may be required to work only two (2)holidays of his/her choice in a calendar year and will be paid for two (2) holidays. If a Status II employee works three (3) holidays, they will be paid for three (3**)**. The Holiday must be Christmas or New Year's.

Status III employees shall not be required to work a holiday. Status I and II may be required to work either Christmas or New Year's Day, but only if needed. No employee shall be required to work both Christmas and New Year's Day within an eight (8) day period. Bargaining unit employees shall alternate working Christmas and New Year's on a year to year basis in departments open on such holidays.

Employees shall not be required to work Thanksgiving and Christmas in the same season.

The holiday year for the purpose of scheduling shall be May 1st through April 31st. Requests for holidays to be worked shall be submitted by April 1st of that year. The manager will post the holiday schedule by April 15th. An employee's holiday work requirement shall be considered satisfied in such cases when another employee volunteers to work on their scheduled holiday provided that:

A. it does not result in additional overtime payment to the employee who volunteers

B. such time is additional to the holiday requirements of the employee who volunteers or last assigned holiday rotation

C. Holiday logs shall be kept.

An employee who works a holiday(s), in addition to his/her requirement, shall not be relieved of the Christmas/New Year's work obligations.

Departments Open Regular Hours For Holidays: The Manager of each unit will post a blank eight (8) hour schedule six (6) weeks before the posting of the schedule which includes the holidays, Christmas and Thanksgiving. Employees will be allowed to work eight (8) hour shifts provided all shifts are appropriately covered. A decision will be made concerning the eight (8) hour shifts four (4) weeks prior to the posting of the schedule. Employees may utilize benefit time to make up normally scheduled time above eight (8) hours if they so desire.

Departments Closed With On-Call Coverage For Holidays:

A. Holiday On-call assignments shall be equally divided among all staff. In situations where holiday time is unequal, the on-call will be assigned in order of reverse seniority on a rotating basis. A holiday log shall be kept.

B. Holiday On-call shall be assigned for the six contract recognized holidays.

C. Each department will determine a fair system of rotating holiday assignments amongst staff. No employee shall be assigned a repeat holiday until each employee has been assigned said holiday.

D. Staff may trade or give away holiday on-call assignments but the manager must be notified in writing of the agreement between both parties, including signatures. The employee voluntarily accepting the on-call assignment is responsible for the holiday assignment. The holiday assignment of the employee giving away the call shall be considered satisfied.

E. The original assignment sheet will be maintained for subsequent scheduling purposes and any changes in assignments shall be reflected on the posted holiday call sheet. Voluntary switching of assignments does not alter the rotational system.

F. The holiday schedule will be posted as per contract.

10.08 Experimentation With Shifts

While the Hospital maintains the sole discretion to determine the shifts to be worked, it may determine that it is desirable to experiment with alternate shift arrangements. If so, it will advise the Union of its desire to explore rather than actually implement a different system of scheduling. The Union will not unreasonably deny its agreement to an experiment with such alternate shift arrangement. The parties will meet to agree to the details of the shift experiment and its duration. Nothing in this paragraph is intended

in any way to modify or limit the Hospital's right to determine shifts as provided in *Section 10.1* above and elsewhere in this Agreement.

10.09 Shift Rotation:

In the event of shortages on a particular shift necessitating shift rotation, the Hospital shall first discuss alternatives to rotation and then seek volunteers. As a last resort, available employees shall be rotated in order of reverse seniority on a rotating basis, up to four (4) consecutive weeks maximum unless mutually agreed otherwise. A log of rotation shall be maintained on each unit. Those with five (5) or more years of seniority shall not be required to rotate. An employee with five (5) or more years of seniority who volunteers to rotate shift shall receive an additional five (5) dollars per hour added to their regular compensation rate of pay. Employees who rotate from one shift to another shall receive the appropriate shift differential (section 9.10) for that shift or keep their current shift differential, whichever is greater. Four (4) weeks' notice for the need to rotate shifts will be given to the affected employee (s) unless in the case of an unforeseen emergent circumstance and only as a last resort and not for chronic short staffing. It is the intent of the Employer to move the employee back to their original shift as soon as practicable. An employee will be given at least forty-eight (48) hours transition time when moving from one shift to the other.

10.10 Status IV: Per Diem (PD) Employee Requirements

A. Per diem (PD) nurses do not have a regular schedule, but rather, their working days are based on the need of the Employer and the availability of the Nurse.

1. PD Nurse Level 1:

    a) Must commit to a minimum of three (3) shifts (12 hour or 8 hour shifts) in cyclic/self scheduling per schedule period, before covering for other employees.

    b) Is not required to work weekends or Holidays,

    c) All time worked counts toward the hourly commitments each month.

    d) PD nurse who is canceled will have the canceled time count toward his / her commitment.

    e) No on call requirement, however on call time counts toward shifts worked.

2. PD Nurse Level 2:

    a) Must commit to a minimum of four (4) shifts (12 hour shift or 8 hour shift) in cyclic/self scheduling per schedule period, before covering for other employees, which includes two (2) shifts (12 hour shift or 8 hour shift) on a weekend per month and two (2) holidays per calendar year (one (1) spring or summer; one (1) fall/winter). The following holidays will fulfill the holiday requirement: Valentine's Day, Halloween, Day after Thanksgiving, Mother's Day, Father's Day, and Easter. These holidays will be paid at the employee's regular rate.

    b) The hourly commitment each month can be a combination of scheduled hours and on call hours.

c) PD nurses who are canceled will have the canceled time count toward his / her commitment.

B. Employees hired in to a PD position after February 22, 2011 must meet the requirements of Level 2.

C. Current Per Diem employees will retain current compensation and work requirements.

D. Failure to meet the above requirement may be considered just cause for termination

10.11 Temporary Reduction of Staff on a Daily/Shift Basis (Flexing)

A. The Hospital retains the discretion to temporarily reduce staffing on a given unit and/or shift due to decreased census, decreased volume of work or for other reasons which may arise. Before being flexed, employees will be given as much advanced notice before of the need to flex as possible. In the event of flexing the following order shall apply:

1. Volunteers (employee may volunteer beginning with the employee with the greatest seniority on a rotating basis)

2. Agency nurses working on the unit

3. Employees on overtime (receiving x ½ on the day) on the unit

4. Employees working extra shifts on the unit

5. Per diem employees working on the unit

6. Full time or part time employee beginning with the employee with the least seniority on a rotating basis

B. Employees who are flexed after the start of the employee's shift shall receive a minimum of **two (2)** hour**s** pay in addition to any other compensation not to exceed the regular scheduled hours

C. An employee who is reduced per above will be given at the time she / he receives notice of being flexed the choice of one of the following options:

1. Reassignment to another available position for which the employee is qualified at the determination of the Hospital (reassignment to another position in these circumstances shall not be considered "floating".

2. Utilizing PTO time; for any portion of the time flexed

3. Taking unpaid time off

4. Take voluntary on-call in accordance with on-call procedure *Section 10.12B*; or

5. At the discretion of the Hospital, cross train to another department, orient to another department or participate in mandatory education modules

6. In the event of Low or Zero Census, at the discretion of the Employer, the following shall apply. Nurses may be required to assist another unit/area. It is understood that this is not the same function as "floating" and the nurse will not be given a patient care assignment.

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

E. All time flexed will be counted toward benefit time, accruals and will be considered as paid hours for the purpose of calculating the employee 403 (b) match requirements including bonus payments.

F. Managers shall not be permitted to take the work of a flexed employee.

10.12 ON CALL

A. ***Mandatory On-Call:*** Employees (Status I, II, III) shall be required to be on-call in units and at times as per past practice or as new needs are defined by the Hospital. An employee required to be on-call shall be compensated in accordance with Hospital's on-call policy as presented 2-16-11 (MHS-HR-01-2406) which shall be incorporated by reference into this Agreement.

In the event of a change in the current scheduling practice on a particular unit the Employer will provide at least forty-five (45) days notice to the Union of such change and agree to meet and confer with the Union regarding such changes and explore alternatives to satisfy the needs of the Hospital.

The on-call per hour rates of pay shall be $4.00(four) / hr.

On-call on a holiday shall be paid at time and one-half (1 ½) the on-call rate.

Emergency under Article III of the Policy shall not apply to call-ins because of absences of normally scheduled employees, but refers to disaster situations such as numerous victims brought in as a result of a bus accident. Employees in the O.R. not on-call who are called in to handle overflow work are paid in accordance with this emergency policy.

Each unit shall have clearly defined on-call guidelines, approved by the union and the employer, for both mandatory and voluntary on-call (VOC). A copy of such guidelines shall be forwarded to the Union and posted on the unit. The template for on-call will be incorporated by reference.

Mandatory on-call shall be equally divided among all staff. In situations where on-call time is unequal due to the ratio of staff and coverage needs, the unequal time shall be rotated as above. Holiday call will be rotated and equally distributed. Thanksgiving, Christmas and New Year's shall be rotated as in Section 10.7.

On-call shall be equally divided among all staff. In situations where on-call time is unequal due to the ratio of staff and coverage needs, the unequal time shall be rotated as above. Holiday call will be rotated and equally distributed.

B. **Voluntary On-Call**

The Employer may implement voluntary on-call (VOC) in any unit. This voluntary call will be used during periods of high census or increase acuity which will include unscheduled PTO and not intended to replace regular staffing procedures § 7.7 .

1. Employees on VOC are paid according to this section.

2. No Employee will be pulled from units utilizing VOC.

3. Employee who choose not to take VOC will not have it count against them in their evaluation.

4. Employees on VOC will have at least sixty (60) minutes to respond to arrive at the hospital, however units may develop longer arrival times.

5. VOC will not be used in place of the regular posting process in the contract for overtime (OT)/ extra shifts.

6. Employees on VOC will not be used on units where there is a layoff or reduction of hours.

7. An employee who signs up to be on VOC will be obligated to come to work if called.

8. Cancellation of VOC requires 24 hours' notice as per cancellation of overtime policy unless employees secure their own coverage. Three (3) or more cancellations of on-call in a twelve (12) month period is subject to the discipline as per policy.

9. A list for VOC will be separate from any mandatory call.

10. If an employee has his/ her overtime or scheduled extra shift cancelled as per contract, then the employee will be given the option to be placed on VOC and will have preference to be called in if the need arises, seniority notwithstanding.

11. Status IV employees may sign up for VOC, however, such time shall not count towards their required work.

12. Agency Nurses (day or contracted) will not be permitted to sign up for this program.

C. **Other On-Call Procedures**

1. On-call employees shall be entitled to paid sleep time for their next scheduled shift of work if they work more than three (3) hours between the hours of 11:00 P.M. and 7:00 A.M. immediately preceding the next contiguous day shift. The amount of paid sleep time shall be equal to the number of hours worked when called in. Sleep time**,** in most cases, will start at the beginning of the shift unless the call in period extends to 7:00 A.M.. In this scenario, sleep time will be at the end of the shift unless mutually agreeable to another arrangement.

ARTICLE 11. FLOATING

11.01 The Hospital shall make its best effort to avoid or minimize floating during the term of this agreement. In the event, however, the Hospital determines floating is necessary to provide proper patient care, it will follow the guidelines provided below.

A. **GUIDELINES**

1. Employees shall only be floated to units to perform work for which they are qualified.

2. An employee who is assigned to a unit will generally be floated to another unit within the following districts. However, employees may be floated outside of these districts in unforeseeable emergent circumstances.

3. In the event floating is necessary, employees in the float pool will be floated first unless they have already been assigned to fill an open needed position. If an employee on a unit needs to be floated and a float pool employee is assigned to that unit, the float pool employee will be floated first.

I	Endo / PACU / SDS	
* II	CCU / IMCU / Monitored Holding / Unmonitored Holding	
III	ED / Monitored Holding / Unmonitored Holding CDU	
IV	Radiology (MRI) **,** Cath Lab / IR (required call will continue to be limited to the employees department of hire)	
**V	Maternal Child Health	
VI	OR	
VII	Oncology	
VIII	Wound care	
*IX	3MS / 4MS /2MS/ TCU / Unmonitored Holding	
	*Note: All services not listed shall be considered closed, including newly created services, which will be assigned by Management until parties agree on status***.**	
	* Group II may be floated to IX **Group V may be floated to any nursing department to provide support within their competency and skill level. They will not assume a patient assignment and will return to the Maternity department as needed.	
	Holding patients are defined as disposed from the ED, admitted inpatient.	

4. In the event floating is necessary, the order in which staff will be required to float is as follows:

   a) All non-bargaining unit employees, including Non-contracted agency, and all extra shifts for contracted agency.

   b) Open Shifts with incentives (in order of reverse seniority)

   c) Per Diem in Overtime seniority not withstanding

   d) FTE'd bargaining unit employees in overtime (reverse seniority)

   e) Per Diem

   f) FTE'd BU in extra shift (reverse seniority)

   g) Volunteers

   h) FTE'd bargaining unit (rotational) by reverse seniority

5. Employees who are floated will not be required to take charge responsibilities or duties, but may volunteer to do so.

6. All employees will receive departmental orientation to the unit to which the employee is being floated.

7. Assisting Colleagues; it is understood that from time to time nurses may have to assist their colleagues in other units/areas in times of need. Need is defined as any unexpected situation that may compromise the quality and/or safety of patient care delivery requiring immediate attention (such as IV starts or Foley insertions.) It is understood that this is not the same function as "floating." Nurses may be required in times of need, to temporarily assist other units/areas, as long as, doing so does not jeopardize care or increase the work load of the nurse remaining in the sending unit/area. The nurse assisting with care will not receive a patient care assignment. The assistance shall be for skilled assistance only, not a staffing need and only in order to resolve the situation. Once resolved, the nurse shall return to his/her unit.

11.02 FLOAT POOL

The Hospital may hire full-time, part-time, and per diem employees as permanent float nurses. Employees in the float pool are not covered by the floating guidelines above and may be moved as needed. Float pool positions will be posted and filled according to the job posting procedures.

ARTICLE 12. SENIORITY

A. Definition of Seniority

1. Hospital seniority is defined as the length of time an employee has been continuously employed at the Hospital. Seniority shall be computed in continuous years, months and days from the date of last hire in the hospital.

2. Bargaining unit seniority is defined as the length of continuous service with the employer from the date of last hiring in any position. For employees hired after ratification of this agreement, bargaining unit seniority shall be defined as, and start on, the date on which an employee was hired into a bargaining unit position. Bargaining unit seniority shall be computed in years, months and days. Continuous service will cover all authorized paid and unpaid leaves of absence.

3. In cases where seniority is identical, the employee who has the lowest number using the last four digits in her/his social security number will be the senior employee.

B. Accrual of Seniority

1. An employee's seniority shall commence after the successful completion of his/her probationary period and shall be retroactive to the date of his/her last hire or transfer in accordance with A above.

2. Seniority shall accrue during a continuous authorized leave of absence with or without pay up to three (3) months, provided the employee returns to work immediately following the expiration of such leave unless employee has a valid reason for not returning immediately. Seniority shall accrue during a period of layoff. If the employee is recalled before seniority is

lost as defined in paragraph C below, the employee will retain his/her seniority, which he/she had prior to the layoff, including any additional accruals.

3. In cases where the Hospital decides to consolidate two (2) or more cost centers or units, it will combine the seniority lists.

C. Loss of Seniority

1. An employee shall lose his/her employment and his/her seniority with the Employer if the employee:

- quits, resigns, retires or otherwise voluntarily terminates his/her employment from a bargaining unit position
- is discharged for just cause
- fails to return to work as scheduled upon the expiration of an authorized leave of absence. In the event an employee fails to give a reason that is satisfactory to the Hospital for such failure to report to work or gives a false reason for obtaining a leave of absence.
- upon notice of layoff, refuses a position offered to him/her thus forfeiting all recall rights
- is laid off for a period of twelve (12) consecutive months
- fails to return to work within seven (7) calendar days of recall from layoff, after written notice to return to work has been sent by the Employer by certified mail to the last address provided by the employee or refuses an offer of recall
- an employee does not work or is otherwise absent from employment for any reason **(**other than layoff**)** for a period of six (6) consecutive months
- is absent for three (3) consecutive work days without notifying the Employer

2. In the event an employee leaves a bargaining unit position to fill a management position and still remains in the employ of the Hospital and subsequently returns to the bargaining unit within three (3) months, the employee will receive credit for all of his/her previously accrued unit seniority. The Employee does not earn bargaining unit seniority, but will earn Hospital seniority while he/she is in the non-bargaining unit position.

D. Utilization of Seniority

1. Hospital seniority shall be utilized wherever seniority is a factor in determining the eligibility for and computation of benefits.

2. Bargaining Unit seniority shall apply in decisions involving the scheduling of the selection of paid time off, transfers, temporary transfers, reassignments, determining shift and schedule changes, for layoff and recall and/or other cost center related issues.

E. Definition of Shift

1. For the purpose of layoff and bumping rights shift will be defined as day shift and night shift:

a) Employees will be considered day shift if the majority of their scheduled hours are between 7:00 A.M. to 7:00 P.M.

b) Employees will be considered night shift if the majority of their scheduled hours are between 7:00 P.M. to 7:00 A.M.

c) Employees who are scheduled for 3:00 P.M. to 11:00 P.M. will be considered night shift and employees who are scheduled for the 3:00 A.M. to 11:00 A.M. shift will be considered day shift.

F. Layoff

The Employer recognizes that layoffs have significant negative impact on employees. The Hospital shall make every reasonable effort to avoid layoffs. The Employer retains the authority and discretion to determine whether, when and to what extent a layoff of bargaining unit employees is to be implemented.

1. Should a layoff be necessary, the anticipated length and reasons for such shall be sent to the Union. Such notification shall be given as soon as possible. A minimum layoff notice of twenty (20) calendar days shall be provided to the Union, the employees affected and those who might be affected before any layoff takes place. At the same time employees shall be advised of all vacant positions, except in situations that the Hospital could not have reasonably foreseen; such as natural disaster (such as fire, flood, act of God, explosion, prolonged equipment failure or war) and in those cases the Hospital will give such notice as is reasonable and practicable under the circumstances. Employees shall subsequently be advised of any bumping rights they may have after the Union and Hospital management have met.

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

3. In the event the Employer decides to effectuate a layoff, the Hospital will first ask for volunteers. If there are no volunteers, or there are an insufficient number of volunteers, employees will be laid off, by bargaining unit seniority. Layoffs will occur according to the following procedures:

a) Temporary and probationary employees shall be laid off first in that order.

b) Non-probationary employees within the cost center (i.e. full-time or part-time) shall be the next to be laid off based on bargaining unit seniority.

G. Bumping Rights

1. An employee who is identified to be laid off may take the layoff or may exercise a right to bump the least senior employee in the cost center regardless of shift or status providing the employee is willing to accept the hours being worked by the employee she/he is bumping or in the event that there are no bumping rights available in the cost center, the cost center is closed or the employee chooses not to exercise her/his bumping rights within the cost center, the employee will be offered the choice of any and all vacant positions with the same shift and status for which the employee is qualified. An employee shall not be deemed qualified for the purposes of this Article if the employee would require more than thirty (30) days of orientation for the position in question. In the event

there is no vacant position available, same shift and status, the employee may bump the least senior employee in the bargaining unit same shift and status they are qualified to replace. The employee displaced will be offered the choice of any and all vacant positions available regardless of shift or status. In the event no vacant positions are available, the employee will have the right to bump the least senior employee in the bargaining unit which the employee is qualified to replace regardless of shift or status provided they are willing to assume the shift and status of that employee. Where there are two (2) or more employees equally qualified to fill the vacancy, as determined by the Hospital, the employee with the greatest bargaining unit seniority shall be offered the vacant position. The employee must notify the Hospital of her/his decision to accept or reject the offered vacant position within forty eight (48) hours of the offer being made. If an employee refuses a position, that is in her/his same status and shift, she/he forfeits all recall rights under this Article. The employee may convert to a per diem position (without recall rights) or their employment will be terminated.

2. If there are no vacant positions or bumping rights available for which a laid off employee is qualified, the employee shall be laid off.

3. A laid-off employee may convert to a per diem position. If the employee accepts a per diem position, this will not affect layoff/recall rights.

4. Laid off employees must exercise their bumping rights, if any, within forty eight (48) hours of being notified of their options by the Hospital.

H. Reduction of Hours

Under circumstances where a reduction of hours of one shift per week or more is necessary, the layoff provision shall apply. Under circumstances where a reduction of hours of less than one (1) shift per week is necessary, the Hospital will first attempt to apply necessary reductions on a hospital wide basis, if possible, before impacting on individual units. The impact shall be applied to employees in the following order affecting the least senior first in the areas to be affected:

1. Volunteers/Agency Nurses

2. Temporary Employees

3. Per Diem Employees

4. Part Time Status III Employees

5. Part Time Status II Employees

6. Full Time Employees

If there is such a reduction of hours, there shall be no change in the status of the employees.

I. Recall

The Hospital has the sole authority and discretion to determine whether, when and to what extent a recall is to be implemented. Employees in a recall status will have first preference for any

vacant position for which they are qualified. Employees will be recalled in the reverse order in which they were laid off.

1. Whenever a vacancy occurs in the bargaining unit, which the Hospital determines is appropriate to fill, employees who are on layoff for less than twelve (12) consecutive months, shall be recalled in the reverse order in which they were laid off, provided the employee is qualified to perform in the position available. A laid off employee must respond to the notice of recall to a vacant position within seven (7) days from the date of mailing of the recall notice which shall be sent certified mail to the employee's last address on record. It shall be the employee's responsibility to notify the Hospital of any change in address to which notices are to be sent. Probationary and temporary employees who have been laid off have no recall rights or privileges. A part-time employee on layoff shall have recall rights to a full-time position only if he/she is willing to work the required full-time schedule of hours, unless a part-time position is available for which he/she is equally capable of performing as set out above.

2. An employee on leave of absence shall be subject to the layoff and recall provisions herein.

3. The Hospital may utilize day agency employees only when qualified laid off employees, who have exercised their right under *paragraph G3* above to become per diem employees, are not available to staff an open position**.** Per diem work will be offered to laid-off employees (who are qualified) who have exercised their right to convert to per diem status before it is offered to agency or other per diem employees. The employer will not create a full-time or part-time schedule for agency during a layoff on the affected unit.

4. Any accrued but unused Personal Leave Time will be paid at the employees option. Employees will not accrue or be entitled to any benefits during a layoff.

5. Super seniority shall be accorded to four (4) designated Union representatives, traditionally the elected Officers of the Union, for the purpose of layoff and recall only.

12.02 Severance Pay: Employees with one (1) or more years of continuous service in full-time positions or part-time positions who are laid off shall receive one (1) week's pay for each complete year of continuous service. An employee who accepts severance waives their right to recall.

ARTICLE 13. POSTING OF POSITIONS AND TRANSFERS

13.01 In the event the Hospital intends to fill a bargaining unit (BU) job including Per Diem position or create a new job, which would be applicable to the bargaining unit, the Hospital shall post notice of such available position and employees may apply for such positions as follows:

A. Via the on-line talent management system or the website www.teammeridian.com by completing an online transfer application. The Hospital shall post a notice of such available positions for at least seven (7) calendar days on the Union bulletin boardNew job postings, transfers and open positions shall be sent to the Union on a monthly report. In addition, the posted positions shall include:

1. The minimum educational and clinical requirements

2. Hours of work, which shall be posted as days, evening or nights

3. Other requirements for the position such as on-call or weekend obligation

4. Required credentials and necessary experience for posted positions shall not be arbitrarily changed

The Hospital agrees to post vacancies as soon as they are anticipated. An employee (including those who are on leave of absence or who are ill) desiring to apply for positions shall notify the nurse recruiter via electronic transfer application.

Provided applications have been received, the hospital will make every reasonable effort to activate the interview process once the job has been posted and to select a candidate within fourteen (14) calendar days from the expiration of the seven (7) day posting period.

The position will be posted internally for seven (7) days. Effective no later than December 1, 2013, the Hospital shall give consideration first to BU employees applying for the position who currently work on that unit then 2nd to all other BU employees. Effective no later than December 1, 2013, the department manager shall interview the three most senior BU employees applying for the position within two (2) weeks after the seven (7) day posting period. In event offer is not extended to one of the top three (3) interviews will continue in seniority order**.** All employees who applied for the position shall be given notice as to the status of their application and whether or not they will be interviewed within the two (2) weeks after the seven (7) day posting.

In the event there is no difference in the ability of one (1) or more such applicants to perform that work, the Hospital shall award that position to the bargaining unit employee with the greatest bargaining unit seniority.

Bargaining unit employees with equal qualifications and ability shall be given preference over persons not already in the bargaining unit in the selection process. Before a job offer is made to a non-bargaining unit applicant the employer shall notify the union and will meet within forty eight (48) hours if requested.

Once an employee has been granted the position, generally, the maximum period that an employee may be retained in the current position is four (4) weeks unless mutually agreed upon for extension beyond that period.

In the event there is no qualified applicant for the position within thirty (30) days from the day of posting, then the employer shall award the position to any other interested BU employee who has achieved the level of care Scholar, is Nationally Certified, and has a performance evaluation score of 2.5 or greater in the most recent evaluation and no current progressive disciplines. The employer will provide the necessary training. In the event there are two (2) or more similarly situated employees, the employee with the most BU seniority shall be given the position.

Employees shall be notified in writing if not selected for the open position shall be given, upon their request, the reasons in writing.

B. The successful applicant for the position, if a bargaining unit employee, must perform the job to the satisfaction of the hospital within ninety (90) calendar days after the date such position has been filled. All appropriate classes, courses and educational opportunities shall be offered to the transferring employee so they successfully fulfill the job requirements for the new position.

Failure to perform duties which are unique to the new position shall not result in discipline, however, the employee shall be returned to his/her former position. Should the employee so desire, the employee may return to the employee's former position within the same time period

or may choose to apply for other available positions. If the employee's former position is not available, a comparable position (same shift, same number of hours per week, same rate of pay as former position) shall be provided. The employee shall have the first preference for the former position when it next becomes available.

C. In the event a posted position remains unfilled for a period of forty five (45) days due to required "specialty skills" (i.e. OR experience, Cath lab experience and the like) not being met or if there were no applicants for the position, then the position will be reposted with the offer to provide training.

D. Status change

1. Status I, II and III employees may change (swap) their shifts and / or status within their units without a position being posted with management's approval. Such a request shall not be unreasonably denied. For example, a Status I employee who wants to change his / her status to a Status III and a Status III who wants to change to a Status I would switch or swap their positions resulting in an even exchange.

2. In order for employees to be eligible for such an exchange within their department, the employees must have successfully completed their ninety (90) day introductory period.

3. In the event of multiple applicants within the unit, bargaining unit seniority shall prevail.

13.02 Transfer to Per Diem Status

Employees who have special extraordinary circumstances including extraordinary health and family care issues, may be moved to per diem status without a position being posted. Such request to move shall not be denied arbitrarily or capriciously and the Union shall be notified of any transfer to per diem status without the position being posted.

13.03 New Positions

The Hospital will post all job openings, including turnover positions, for a minimum of seven (7) calendar days prior to filling. Such posting shall appear on the Union Bulletin Board and a copy shall be provided to the Union at the time of the posting. The hospital shall provide the Union with a complete listing of all job openings available and unfilled on a monthly basis. In addition the Hospital shall notify the Union within seven (7) days of any turnover positions which the hospital does not intend to post. Turnover positions will be posted within twenty one (21) days from the notice of the employee's intent to vacate his /her position (terminations and transfers).A report on pending termination/ resignation shall be presented to the union during the regular scheduled Labor Management meetings.

In the event of the regular use of overtime or per diem use on a particular unit (s), the Hospital shall post a comparable status position. For the purpose of this Article, "regular use" is defined as an employee regularly working the number of hours of a Status I, II or III employee over a consecutive six (6) month period.

The Employer will provide the Union with the number of budgeted full time, part time, and per diem positions per unit and shift every six months.

ARTICLE 14. LEAVE OF ABSENCE

14.01 The Meridian Leave of Absence Policy MHS-HR-01-2503 – Revision #v9, Updated 06/15/2015 will be incorporated by reference except as modified below:

- The Policy shall be subject to the grievance and arbitration process as it is applied to bargaining unit members.
- **Benefits While on a Leave of Absence** : Seniority shall continue to accrue while on a leave and shall be maintained

Job Protection

Return From Leave of Absence*:* During a leave of absence, the Hospital will make every effort to temporarily fill the position. Upon expiration of leave of absence of twelve (12) weeks or less or twenty-four (24) weeks or less in the case of maternity, the employee will be entitled to return to former position without loss of previously accrued seniority.

Upon expiration of leave of absence longer than twelve (12) weeks or twenty-four (24) weeks in the case of maternity, the employee will be entitled to return to former position, if available or to the most comparable position available. If the employee's former position becomes available within six (6) months or twelve (12) months for maternity from the employee's return to the most comparable position available, the employee has the right to the former position without the job being posted.

Upon the expiration of a Workers' Compensation or Temporary Disability leave of absence which lasts longer than six (6) months, the employee will be entitled to return to their former position, or to a comparable position, if available. If none are available, the employee shall have the right of first refusal to their former position for up to twelve (12) months from the commencement of the leave. If their former position does not become vacant in such time, employees also have a right of first refusal to a comparable position for up to twelve (12) months from the commencement of the leave. Such employees may convert to per diem status while they await a vacancy to claim under this section.

The position of an employee on a leave of absence, whether paid or unpaid, that extends beyond twelve (12) weeks or twenty-four (24) weeks in the case of maternity may be posted and filled. The employee may return to his/her former position or comparable position as outlined above.

- **Returning from Leave of Absence**: Any employee returning to work from a medical leave of absence with a note from a physician, clearing the employee to return to work with no restrictions (s), may report to work without first reporting to occupational health services.
- **Personal leave**: Employees may be granted, for a bona fide reason a personal leave of absence from the first day of absence up to a maximum of twelve (12) weeks within a one (1) year period. Upon return the employee is guaranteed their specific job. Employees must use PTO bank to the point where it is exhausted and the rest of the time is unpaid leave.

14.02 Jury Duty: An employee who is summoned to serve on jury duty shall promptly notify the Hospital and shall, upon request of the Hospital seek exemption. If the employee serves, he/she shall continue to receive up to three (3) weeks' pay at the employee's regular compensation rate of pay for all time on jury duty minus the pay the employee receives as a juror. This does not include "on call" jury time when an employee is able to be at work.

Employees will receive their regular bi-weekly check as they are due and must endorse all checks received for jury duty over to the Hospital as soon as they are received. The receipt of a subpoena or

notice to report for jury duty must be reported immediately to the Manager of Human Resources. Holidays occurring during jury duty are paid for and considered as taken.

Any illness during jury leave which results in substantial loss of jury duty pay is considered as sick day and will be charged accordingly.

Employees working the night shift and are scheduled the night before jury duty shall be off the night before; such time will be considered as time worked for the purpose of calculating overtime.

Employees working the night shift will not be scheduled to work the night of the day served. Employees working the night shift and have off the day before and the day of jury duty will be scheduled other days that week.

Employees who are issued subpoenas by the Hospital to testify regarding Hospital business shall receive their regular compensation rate of pay for all hours lost due to activities surrounding the subpoena.

Employees who are issued subpoenas by parties other than Meridian Health System and are scheduled to work on the date in which they have been ordered to appear, shall be granted the time off and may use their PTO time.

Employees who are issued subpoenas due to circumstances related to their position at Meridian (i.e. giving blood alcohol testimony) shall be granted the day off and receive their regular compensation rate of pay for all hours lost due to activities surrounding the subpoena.

Employees who are selected for Grand Jury will have that day as a scheduled work day 50% of the time, and have that day scheduled as a day off, 50% of the time.

When the jury day is scheduled as a work day they shall have the day off and shall be paid for that day.

For night shift employees this shall refer to the night before the day of Grand Jury.

14.03 Bereavement:

Permanent employees shall be entitled to maximum of three (3) working days off with pay from and including the day of death of an employee's father, mother, spouse, child, sister, brother, mother-in-law, father-in-law, and / or domestic partner, up to and including the day after the funeral. Employees shall be entitled the day of the funeral off, if scheduled to work, in the event of the death of a grandchild, grandparent, brother-in-law or sister-in-law. Employees who normally work a ten (10) or twelve (12) hour shift will be paid for ten (10) or twelve (12) hour days off respectively.

The Hospital will permit an employee the use of two (2) earned PTO days to extend a bereavement leave upon request and approval of management. Such PTO days must be earned days or the employee may take an unpaid leave of absence if necessary to extend a bereavement leave at the discretion of the Hospital as to length of time.

14.04 Workers' Compensation:

An employee who incurs a work related illness or injury shall be covered by Workers' Compensation Insurance provided by the Hospital. Such coverage shall comply with legal standards. In the event an employee with fifteen (15) or more years of seniority has less than twelve (12) weeks FMLA entitlement remaining, they remain eligible to receive the balance of their FMLA leave entitlement plus an

additional leave period, the total of which is not to exceed twelve (12) weeks of leave for the work-related illness or injury**.**

An employee who has lost time due to a work-related injury or illness will be paid in one of two ways: If seven (7) or less calendar days are lost, the scheduled work time will be charged to extended sick leave (ESL). If there is lost time which extends beyond seven (7) days due to the disability, a workers' compensation claim is filed and the time lost will be paid by the workers' compensation carrier. The insurance carrier pays the employee 70% of their gross pay to the maximum compensation rate. ESL, if accrued, will be prorated to supplement. Earned paid time off (PTO) may be used once ESL time is exhausted.

Issues related to time delays, due to situations such as scheduling of test and / or treatments, shall be discussed in the regularly scheduled Labor Management committee as needed.

1. Absences related to work-related injuries or illness will not be considered as an unscheduled absences.

2. Modified work assessments shall be on the employee's shift and hours.

3. An employee who is prescribed medication by employee health that has effects which could cause mental or physical impairment will not be required to work light duty.

ARTICLE 15. TIME OFF – PTO / ESL

15.01 Paid Time Off/Extended Sick Leave:

A. All Status I, II and III employees are entitled to Paid Time Off (PTO)/Extended Sick Leave (ESL). Paid Time Off provides time off or vacations, personal days, relaxation, personal business or illness. Extended Sick Leave provides time off for illness or injury of more than three (3) consecutive (not to exceed 24 hours) days**.**

B. In the event that the Employer makes improvements to the PTO entitlement for other employees then such changes shall also apply to bargaining unit employees.

C. An employee who changes status from full or part-time benefited to a non-eligible status shall have any accrued unused ESL time frozen in the event the employee returns to a full or part-time benefited employee status.

15.02 PTO Accrual*:* Paid Time Off is accrued each pay period and begins immediately upon hire. The accrual rate for bargaining unit employees shall be as follows:

a) **.**11538 hours for all hours paid up to 2080 hours per fiscal year.

All new hires in their first two (2) years of employment shall accrue 0.09615 hours for all hours paid up to 2080 hours per fiscal year**.** Effective January 1, 2014 PTO Accruals will occur on the following schedule for new hires or reinstatements or newly benefit eligible or transfers from partner companies or joint ventures (after 1/1/14) Status I employees:

- **0-4** years of service = 0.07692 for all hours paid up to 2080 hours per fiscal year
- **5-9** years of service = 0.09615 for all hours paid up to 2080 hours per fiscal year

- **10** or more years of service = 0.11538 hours for all hours paid up to 2080 hours per fiscal year.

Effective January 1, 2014 all Status II and III employees will have the same accrual rate and years of service requirements noted above for all hours paid up to 1248 hours for Status II and 624 hours for Status III per fiscal year respectively.

b) All Employees who have twenty (20) or more years seniority will receive an additional PTO day added to their regular accruals.

c) All Employees who have twenty- five (25) or more years seniority will receive two (2) additional PTO days added to their regular accruals.

d) Effective 1/1/10, all Employees who have thirty (30) or more years of bargaining unit seniority will receive three (3) additional PTO days added to their regular accruals.

15.03 PTO Maximum Accrual:

1. The maximum annual PTO accrual shall be 240 hours. Employees may maintain up to eighteen (18) months accumulation (360 hours) of PTO hours at any one time.

2. PTO Maximum accrual for new hires or reinstatements or newly benefit eligible or transfers from partner companies or joint ventures after 1/1/2014:

   The maximum annual PTO accrual shall be as follows:

   - Status I = 240 hours
   - Status II = 144 hours
   - Status III = 72 hours

   Employees may maintain the following PTO hours at any one time:

   - Status I = 280 hours
   - Status II = 168 hours
   - Status III = 84 hours

For 1 and 2 above, pay in lieu of PTO shall be given for time in excess of the maximum when operational conditions of the hospital prevent an employee from taking PTO time.

With a two (2) week notice, vacation pay will be available in a separate paycheck at the completion of the work period two (2) days before the vacation commences.

15.04 PTO Guidelines:

A. Employees are required to schedule the use of PTO days. Each unscheduled absence will be recorded. Employees who exceed 3.5 % of scheduled work time of unscheduled absences in a sliding twelve (12) month period will be subject to disciplinary action.

B. PTO hours will not be approved for any unscheduled absence once the employee has given notice, in writing, of their intention to terminate employment.

C. PTO hours will not be paid to an employee whose employment is terminated in connection with disciplinary action.

D. An employee who changes their employment status to that of PTO-ineligible status will receive their PTO and earned holiday balance paid to them in a lump sum at their regular rate of pay in the following pay period.

Employees who have completed their probationary period and terminate or are laid off will receive pay for all earned PTO through the last full day of active work.

E. An employee shall receive one (1) bonus PTO day after twelve (12) months of perfect attendance based on the preceding fiscal (payroll) year. The use of ESL will count against an employee's ability to receive the additional PTO day.

15.05 ESL *Accrual:* Annual ESL hours will accrue from the date of hire as follows:

.026923 hours for each hour paid up to fifty-six (56) hours annually.

15.06 Immediate Access to ESL*:* Employees may utilize ESL from the first day of absence in the following circumstances: in-patient hospital stay, same day surgery (including post-operative recovery time), workers compensation, temporary disability and for absences required for special treatment of chronic illnesses such as dialysis for renal disease and chemotherapy for cancer.

15.07 ESL Guidelines/Other Guidelines:

A. An employee may access ESL when the employee has been out ill for more than three (3) consecutive days, not to exceed twenty-four (24) hours and, upon request from the Medical Center, has provided the required medical documentation.

B. The ESL program is integrated and prorated with disability benefits. Employees who are disabled should file a claim for benefits as soon as possible but within thirty (30) days of the discovery of the disability. Employees absent because of illness or injury covered by Workers' Compensation will have this lost time deducted from the ESL bank for the first seven (7) work days of such absence. State Disability or Workers' Compensation benefits will not commence until the employee and the employer have filed the required information.

C. Consistent with Section 15.04 (A) above, employees who use their PTO days in an unscheduled manner will be subject to progressive discipline based on the percentage of work time missed during a sliding twelve month period.

D. An unscheduled absence is defined as a failure to report to work on a scheduled work day or a series of work days without gaining the approval of the appropriate manager or supervisor at least twenty-four (24) hours in advance.

E. No part of any employee's scheduled time off may be changed to reflect an illness once time off has begun.

F. Only regular hours worked, paid legal holiday hours and PTO hours scheduled in advance will be considered hours worked for the purpose of determining an employee's eligibility for overtime. ESL hours do not constitute hours worked for the purpose of calculating overtime.

G. All employees regularly scheduled to work the evening or night shift will have their normal shift differential included when using PTO, legal holiday or ESL hours.

H. An employee may request payment for PTO hours in advance of their scheduled time off. This request must be at least two (2) weeks prior to the scheduled time off.

I. Employees continue to accrue PTO/ESL hours while receiving payment for accrued PTO/ESL time.

J. Employees shall be required to use all PTO and legal holiday hours when on a family leave if ESL hours have been exhausted.

K. Generally, employees are not permitted to go into a negative balance under PTO, legal holiday or ESL hours. This may be permitted at the sole discretion of the Medical Center.

15.08 Sick Leave

To be eligible for PTO benefits, an employee assigned to the day shift who is absent due to illness or injury must notify the Nursing Resource Office at least **two (2)**hour**s** before the start of his/her regularly scheduled work day. If assigned to the evening or night shift, this notification must be made at least two **(2)** hours before the start of the shift. Proof of illness will not be required unless an employee has been absent for three (3) consecutive days or more, or unless in a disciplinary mode at the level of a written discipline or on probation for excessive absenteeism.

ARTICLE 16. TUITION REIMBURSEMENT*:* EFFECTIVE 8/1/2011

Employees shall be entitled to tuition reimbursement in accordance with the Hospital's Tuition Reimbursement Policy which shall be incorporated by reference into this Agreement.

1. Status I up to 100 % reimbursement for each course to a maximum of $5,000.00 per calendar year as defined by policy.

2. Status II up to 100 % reimbursement for each course, up to a total maximum of $2,500.00 per calendar year as defined by policy.

3. Status III up to 100 % reimbursement for each course, up to a total maximum of $1,250.00 per calendar year as defined by policy.

Courses must be job (nursing) related or prepare an employee for promotional opportunity as specified by the Meridian Health System. Employees engaged in courses of study which are neither job related nor prepare for a promotional opportunity as specified by the Meridian Health System as of the date of this agreement may continue such studies.

ARTICLE 17. INSURANCE/BENEFITS:

17.01 Medical Insurance

The Employer agrees to offer to bargaining-unit employees the same health, wellness, vision, dental and prescription plan coverages under that it provides to non-bargaining-unit employees. The Employer shall have the discretion to change or modify these benefits. However, during the life of this Agreement, the Employer shall not terminate these benefits and shall maintain these benefits at the same level as it does for non-management, non-bargaining-unit employees. Notwithstanding the foregoing, the benefits provided hereunder shall be at least reasonably comparable overall to the benefits currently provided, taking into account the totality of the entire benefit package offered. In the event of any substantive changes or modifications or changes to these benefits mandated by the Patient Protection and Affordable Care Act (PPACA (ACA), the Employer shall give the Union 60 days' written notice of the change and if requested, will bargain over the effects of such changes.

The cost sharing formula is as follows: (modified as follows)

Full-time Medical (Status I Employee) - single, husband/wife, parent/child and family coverage 85% paid by Meridian - 15% paid by the employee

Part-time Medical (Status II Employee) - single coverage 75% paid by Meridian - 25% paid by the employee

Part-time Medical (Status II Employee)- husband / wife, parent /child and family coverage 50% paid by Meridian - 50% paid by employee

17.02 Dental Insurance

The Hospital shall provide dental options as outlined above in Article 17.01. During the duration of the agreement the cost sharing formula shall apply as follows:

- Full Time Dental (Status I employee) - single, husband/wife, parent/child and family coverage: 60% paid by Meridian - 40% paid by the employee
- Part Time Dental (Status II employee) - single, husband/wife, parent/child and family coverage: 30% paid by Meridian - 70% paid by the employee

17.03 Prescription Plan: Employee shall be entitled to the prescription plan as described in the Medical /Prescription Plan option they select pursuant to section 17.01.

Retail co-payments prescription drugs shall change as follows:

		Current
Generic		$7.00
Preferred Brand		$35.00
Brand Name		$50.00
Specialty Drugs (new)		$90.00

Mail-order maintenance drugs shall change as follows for a 90-day supply*:

		Current
Generic		$17.50
Preferred Brand		$87.50
Brand Name		$125.00

Meridian Ambulatory Pharmacy co-payments for prescription drugs shall change as follows:

		Current
Generic		$0.00
Preferred Brand		$25.00
Brand Name		$35.00
Specialty Drugs (new)		$70.00

Ambulatory Pharmacy maintenance drugs shall change as follows for a 90- Day Supply*

		Current
Generic		$0
Preferred Brand		$50.00
Brand Name		$70.00

*All 90-day supplies of maintenance medication must be filled at the Meridian Pharmacy or through the PBM mail order program

When an employee switches from higher cost preferred brand or brand name maintenance drug to an equivalent generic maintenance drug to treat a chronic disease state, the cost of the co-pay will be forgiven for the first 6 months.

17.04 Life Insuranc*e:* Coverage will be 1 times in salary with the option to buy up to 4 times additional salary coverage.

17.05 Long Term Disability Insurance (LTD)

Effective 1/1/2016, the hospital shall modify the non-contributory LTD coverage in the amount of 50% of base pay from $2,000 to $5,000 per month with the option to purchase additional coverage on a contributory basis of 60% of base pay up to $10,000 per month.

17.06 HPAE Retiree Medical Trust

Section 1: EMPLOYEE CONTRIBUTION

The covered members of the bargaining unit will participate in a referendum vote to participate in a mandatory employee contribution to the HPAE Retiree Medical Trust. Based upon an affirmative vote by majority of eligible employees (Status I, Status II, Status III) who vote, **t**he Employer shall facilitate the payment of a monthly mandatory employee contribution of $.20 per paid hour to the HPAE Retiree Medical Trust for each Status I, II, and III employee through payroll deductions. No payroll check-off by employees will be required; instead, the employer will transfer one check for this purpose of employee contributions, representing $.20 per paid hour for each Status I, II, and III employee who worked in that month. The monthly per capita amount of employee contributions shall be included in each employee's salary for purpose of calculating retirement benefits.

Section 2: DEFINITION OF PAID HOURS

Paid hours include regular, PTO, and non- over time (OT) hours worked up to, but not beyond eighty (80) hours per pay period. Paid hours also include incentive hours for 24/36 hour employees.

Section 3: TRANSMITTAL OF CONTRIBUTIONS & NOTICE OF EMPLOYEE TERMINATION

This Trust shall remain separate and apart from any other employer retiree health insurance funding program unless changed by mutual agreement of the parties to the agreement.

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.

Payroll deductions will start for all covered employees who are ninety (90) days or more days post-hire and will start for all new employees upon attainment of ninety (90) days of employment. It will begin for the first payroll period at least twenty (20) days subsequent to notification by HPAE of the referendum results.

The Employer shall provide notice to the plan administrator if an RN transfers to per diem status, terminates from Meridian, or transfer to a non-bargaining unit position.

Section 4: NO LIABILITY FOR EMPLOYER OR UNION

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 Employer 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."

Section 5

It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provision of 10:12 and the HPAE Trust and HPAE Local 5138 shall indemnify and save the Employer harmless against any and all claims, demands, suits and other forms of liability that may arise out of or by reason of any action, claim, demand or suit by any person which may involve or be involved in whole or in part based upon collection or deduction of any money by the Employer submitted to the HPAE Trust in accordance with the terms of 10:12 or which may be involved in whole or in part based upon the use of any monies by the union or the HPAE Trust which may have been collected or deducted by the employer and remitted to the HPAE Trust pursuant to the this Agreement. Once the funds are remitted to the HPAE Retiree Medical Trust, the disposition thereafter shall be the sole and exclusive obligation and responsibility of the HPAE Retiree Medical Trust. So long as the employer makes the contributions directed by the Union, the Employer shall have no additional liability or responsibility to either the Union or the employees for whom the deductions are made. The Employer does not agree to be covered or be bound by the Trust Agreement establishing the HPAE Retiree Medical Trust. The Employer does not agree to be covered or be bound by any actions of the trustee under such Trust agreement. The employer is not a party to the Trust agreement.

ARTICLE 18. PENSION PLAN / TAX SHELTERED ANNUITY:

Effective 1/1/2012, the employer shall replace the current 403(b) Retirement plan with the Meridian 403(b) Savings Plan as per the SPD incorporated by reference in this agreement as follows:

Participants will automatically be enrolled in a 3% contribution escalating by 1% per year up to 6%. The participant may increase, decrease, or stop the contribution.

Eligible participants receive an annual core contribution of 3% of W-2 earnings each year.

Eligible participants will receive an employer match based on years of service as follows:

2 to 6 years	50% match on the first 1% of pay
7 to 11 years	50% match on the first 2% of pay
12 to 1 6 years	50% match on the first 3% of pay
17 or more years	50% match on the first 4% of pay

Any changes made to the Medical/Rx, Dental, Vision, Life Insurance, LTD, 403(b) plans in terms of coverage or costs that are made for other Meridian RNs shall apply to SOMC RNs as well.

ARTICLE 19. PERSONNEL FILES

19.01 Personnel Files*:* The Hospital's policy entitled "Employee Information Practices", shall be incorporated by reference in the contract. Employees shall be permitted access to their personnel file upon reasonable advance notice to the Vice President of Human Resources. Copies of the contents of an employee's personnel file shall be provided upon request, at a cost of twenty-five cents ($0.25) per copy. No record of any disciplinary action shall be placed in an employee's file without their knowledge. All written memoranda of conferences and/or disciplinary actions shall be removed once twelve (12) months has elapsed from the date of the last warning (Level I infraction) except for suspensions which are sustained.

ARTICLE 20. RESIGNATION

A. Notice - An employee who resigns his/her employment from the hospital is required to provide at least four (4) weeks advance written notice. Employees are required to work all remaining hours as scheduled once such notice is given. However, the Employer may consider reasonable employee requests for unexpected circumstances.

B. Except for an illness or injury which falls within the meaning of the Family Medical Leave Act of 1993, once notice is given, an employee may not utilize any paid leave time. All time off taken by the employee will be without pay.

C. The Employer, upon receipt of notice of resignation, may advance the date the resignation becomes effective to the date it chooses, at its sole discretion. If it does so, the employee remains eligible for terminal benefits.

D. Termination from employment due to discipline, layoff, death or loss of seniority shall not be covered under this article.

E. With proper notice being provided by the employee as specified in *paragraph A* above, the employee or the employee's beneficiary/estate shall be entitled to and receive all earned but unused

benefit time at the time of termination. If the employee is unable to complete the full four (4) week period of notice as a result of an illness or injury (with documentation satisfactory to the hospital) , the employee will remain eligible to receive terminal benefits at the conclusion of the notice period. Otherwise failure to complete the notice period will result in forfeiture of terminal benefits.

ARTICLE 21. SAFETY & HEALTH

21.01 Safe Work Place: The Employer shall make reasonable efforts to provide and maintain a safe workplace in accordance with State and Federal laws/regulations.

21.02 Equipment: The Hospital shall determine what equipment shall be provided to employees in conjunction with their work. The Employer shall comply with all State and Federal laws in providing, maintaining and operating this equipment.

21.03 Health and Safety Committee

Two (2) members of the bargaining unit will be selected by the Union to serve on the SOMC Health and Safety Committee. The employees shall not lose time nor pay as a result of attending Safety Committee meetings.

A. Safe Patient Handling

1. The Hospital agrees that it will submit the issue of Safe Patient Handling to the Safety Committee for review and recommendations and will comply with OSHA Regulations and with the New Jersey Safe Patient Handling Act.

B. Violence in the Workplace

1. The Hospital will utilize OSHA's most current published guidelines for preventing violence in health care facilities and will comply with the New Jersey Workplace Violence Prevention Act.

2. The Hospital will establish a Workplace Violence Prevention committee. The Union will select the Union representatives to serve on that committee. The employees shall not lose time nor pay as a result of attending Violence Prevention Committee meetings.

21.04 Fitness for Duty/Substance Abuse

A. HPAE will support the Medical Center in the implementation of the fitness-for-duty and substance abuse policies.

B. The company's fitness for duty and substance abuse policies shall be incorporated by reference with the following exception: in the event an employee is found to be diverting narcotics for their own use, they will receive a level 2 suspension, and shall be entitled to a LOA up to a maximum of twelve (12) weeks, only when the following is true: no prior level 2 infractions, no confirmed negative patient impact resulting from the diversion and the employee acknowledges a substances abuse problem and agrees to enter and remain compliant with RAMP or other company-approved alternative to discipline program. Such leave time will run concurrent with any remaining FMLA time.

ARTICLE 22. SUCCESSORSHIP

In the event that the entire operation of the Hospital is taken over for any reason; including but not limited to acquisition, affiliation, receivership or bankruptcy proceeding or merger, then the collective bargaining agreement

shall remain in effect only as to the extent and duration provided by operation of the National Labor Relations Act and this agreement shall not provide any additional rights or obligations over and above those provided under law.

ARTICLE 23. NON-DISCRIMINATION

A. Neither the Hospital nor the Union shall engage in any activities which unlawfully discriminate against any employee under Federal, State or Local law.

B. The Employer and the Union will not discriminate on the basis of union membership or activity.

ARTICLE 24. SEVERABILITY

A. It is understood and agreed that all of the items contained in this Agreement, are subject to all applicable laws now or hereafter in effect; and to the lawful regulations, rulings and orders of regulatory commissions or agencies having legal jurisdiction.

B. In the event that any provision of this Agreement is declared by any court of competent jurisdiction or an administrative agency having jurisdiction, to be illegal, void and/or invalid in whole or part, all of the other terms and conditions of this Agreement shall remain in full force and effect, to the same extent as if that part declared illegal, void and/or invalid had never been incorporated in this Agreement and in such form the remainder of the Agreement shall continue to be binding upon both parties hereto. If such provision is specifically superseded by a specific law or regulation such shall be abided by the parties; hence the parties will discuss such issue and if they are able to reach agreement on a provision to replace that portion of the agreement which was invalidated, then such agreement shall be reduced to writing and shall be made a part of this collective bargaining agreement.

ARTICLE 25. WORK JURISDICTION

A. Supervisors and other non-bargaining unit employees shall be permitted to perform bargaining unit work as the Hospital determines necessary for providing quality patient care and consistent with the economic interests of the business of the Hospital.

B. LPNs, CNAs, technical employees and other hospital employees, to the extent permitted by law, may perform work which is also performed by RNs, recognizing that historically there has been an overlap in work between RNs and other Hospital employees, who are not part of the bargaining unit.

C. It is not the intent of the Hospital to replace RNs with supervisors or other non-bargaining unit employees except as otherwise provided in this Agreement.

ARTICLE 26. NO STRIKE-NO LOCKOUT

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

Hospital's facilities during the term of this Agreement. The term strike shall include a failure to report to work because of a primary or secondary picket line at the Hospital's premises, whether established by this or any other Union.

B. The limitations imposed herein shall be applicable and enforceable whether the location of such activities is at the Hospital or any other property owned directly or indirectly by the Hospital or affiliates.

C. The Employer agrees that there shall be no lock-out during the life of this Agreement. A close-down of the entire hospital for any business reason or inability to continue operation for any reason, including because of a labor dispute other than with the Union, shall not be a lockout.

D. Any employee engaging in, participating in or encouraging a strike or other activity in violation of this Article, may be subject to disciplinary action. Such discipline shall be subject to the grievance procedure contained in this Agreement.

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

F. In the event that any conduct or action prohibited by this Article shall occur, the Union and its officers, agents and representatives shall immediately (within twenty-four (24) hours of a request by the Hospital) take positive and evident steps to bring such unlawful activity to an end and to have those involved cease such activity. These steps shall involve at least the following:

1. Publicly disavow such action by employees and/or Union agents/employees.

2. Advise the Hospital in writing that such action by employees has not been called, requested or sanctioned by the Union.

3. Notify employees of its disapproval of such action and instruct such employees to cease such action and to return to work immediately.

4. Post notices at the Union bulletin board in the Hospital that it disapproves such action and instructing employees to return to work immediately.

5. The Union, its officers and representatives will in good faith, use every reasonable effort to terminate such unauthorized/unlawful action.

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

ARTICLE 27. DURATION.

Either party may notify the other of its desire to terminate its agreement and renegotiate a new agreement in writing at least ninety (90) days prior to the expiration of this agreement. This agreement shall expire 7:00 A.M. on July 31, 2018.

Health Professionals and Allied Employees, AFT/AFL-CIO

Ann Twomey, President HPAE

Sally Fessler, RN, AA, AS RNC, CARE Scholar, President Local 5138

Barbara Bosch, RN, CMSRN, OCN, Vice President Local 5138

Karen Ann Daly, BSN, RN, CPAN, CARE Scholar, Secretary/Treasurer Local 5138

Kimberly A. Fuss, RN, CPAN, CBN, CARE Scholar, Grievance Chair Local 5138

Hilary Reiser, BS, RN, PCCN, BC, CARE Scholar, Bargaining Committee Local 5138

Jane E. Tan, RN, CMSRN, CARE Fellow, Bargaining Committee Local 5138

Southern Ocean Medical Center

Steve Littleson, President Hospital Services and Division COO

David Works, Senior Vice President of Human Resources and CHRO

Job Code	340	349	379	389
Referenced Worksheet	Nursing	Nursing	Nursing	Nursing
Title	REGISTERED NURSE	PER DIEM R.N.	NURSE CLINICIAN	CLINICAL NURSE SPECIALIST
New Grade	RN1	RN10	RN4	RN7
Status	NON-EXEMPT	NON-EXEMPT	EXEMPT	EXEMPT
0 Years	$28.63		$32.92	$37.86
1 Year	$29.20		$33.58	$38.62
2 Year	$29.79		$34.25	$39.39
3 Year	$30.38		$34.93	$40.18
4 Year	$30.99		$35.63	$40.98
5 Year	$31.61		$36.35	$41.80
6 Year	$32.34		$37.07	$42.64
7 Year	$32.89		$37.81	$43.49
8 Year	$33.54		$38.57	$44.36
9 Year	$34.22		$39.34	$45.25
10 Year	$34.90		$40.13	$46.15
11 Year	$35.60		$40.93	$47.07
12 Year	$36.31		$41.75	$48.02
13 Year	$37.04		$42.59	$48.98
14 Year	$37.78		$43.44	$49.96
15 Year	$38.65		$44.44	$51.11
Minimum of Pay	$28.63		$32.92	$37.86
Mid of Pay Range	$38.65		$44.44	$51.11
Maximum of Pay	$48.67		$55.96	$64.36
Per Diem Rate	$38.65	$38.65	$44.44	$51.11
Shift 2	$3.00	$3.00	$3.00	$3.00
Shift 3	$5.00	$5.00	$5.00	$5.00
Education Pay Eligible	Yes	Yes	No*	No*
Certification Pay	Yes	Yes	Yes	Yes
C.A.R.E	Yes	As per contract	No	No
Preceptor Pay	Yes	Yes	Yes	Yes

**As per contract*

APPENDIX C – PER DIEM CONVERSION CHART

Years of Experience	Rate of Pay
0	28.63
1	29.20
2	29.79
3	30.38
4	30.99
5	31.61
6	32.34
7	32.89
8	33.54
9	34.22
10	34.90
11	35.60
12	36.31
13	37.04
14	37.78
15	38.65
16	39.42
17	40.21
18	41.02
19	41.83
20	42.67
21	43.53
22	44.40
23	45.29
24	46.20
25	47.12

Wage scale is to be used for conversion only. The *years of experience represent the number of years working continuously at a Meridian Health facility in the capacity as a staff RN only. A Per Diem employee who converts to a status (I-II-III) position and shall be placed on the wage scale below.

APPENDIX D -- CARE: CLINICAL ADVANCEMENT AND RECOGNITION OF EXCELLENCE PROGRAM

BYLAWS

Purpose: The purpose of the MHS Clinical Advancement and Recognition of Excellence program (C.A.R.E Program): is to reward and recognize professional excellence, to provide the Registered Professional Nurse the opportunity for advancement and increased compensation, and to acknowledge clinical expertise at the bedside/clinical setting.

Objectives:

1. To enhance patient C.A.R.E through clinical excellence
2. To improve job satisfaction, encourage recruitment, aid retention efforts, and to improve the nurse's engagement to the institution
3. To provide opportunities to enhance professional development and encourage the development of clinical expertise
4. To provide an outcomes based model that accurately demonstrates the expertise of the bedside nurse

A C.A.R.E Committee will be established at each campus which is governed and administered by the Registered Professional Nurses who have achieved C.A.R.E status. In addition, a system-wide C.A.R.E Steering Committee will meet quarterly to review policy and outcomes of the program and make system-wide recommendations. The Steering Committee will be advisory in nature and will have no direct jurisdiction over hospital campus committee function. The Steering Committee will include the Chairpersons of the C.A.R.E Committees of each hospital campus, the Care Coordinator, RN staff members, and representatives from management and nursing education.

The members of each campus C.A.R.E Committee shall elect three (3) officers per campus:

1. Chairperson
2. Vice Chairperson
3. Secretary

The Chairperson is responsible for the administration of the campus C.A.R.E Program and will also preside over all the committee meetings.

The Vice-Chairperson shall in the absence of the Chairperson assume all responsibilities as noted above. The Vice-Chairperson shall also be responsible for review of all C.A.R.E maintenance portfolios with assistance as needed from members of the committee.

The Secretary shall maintain the attendance sheets and minutes of all committee meetings. Minutes of all meetings shall be submitted to the Chief Nurse Executive within two (2) weeks of the meetings and all campus and steering committee minutes will be forwarded to the Nursing Council.

An Administrative Representative, the C.A.R.E Program Coordinator, shall serve as the administrative liaison with full voting rights. Nurse Managers and nurse educators will be invited to participate as needed.

CARE Program Representatives

Each hospital unit will be invited to send at least one (1) C.A.R.E program representative who will be responsible for educating colleagues about the C.A.R.E process and who may attend meetings. The committee officers in addition to ten (10) reviewers/appraisers will be elected / selected by the C.A.R.E program representatives to review clinical portfolios and make recommendations for C.A.R.E The appraisers shall be limited to two (2) members from the same unit except for the Committee Officers. These appraisers should be working toward reaching the Clinical Scholar level. Appraisers are expected to attend 80% of the meetings, will be reimbursed or granted time to attend meetings, and will receive credit for maintenance of their own C.A.R.E status.

Meetings

C.A.R.E program meetings will be held at least quarterly. The purpose of the C.A.R.E meetings is to discuss changes in policy and criteria, and to provide a forum for the assessment of registered nurses who are seeking C.A.R.E All registered nurses who participate in the C.A.R.E program may attend C.A.R.E meetings. Appraisers are expected to attend all meetings and must attend a minimum of 80% of meetings.

Officer Election Process

A nominating committee shall be established consisting of two (2) members from the C.A.R.E committee (not running for officer position) to represent staff nurses and the C.A.R.E program coordinator, to represent administration:.

1. The administrative liaison (C.A.R.E program coordinator), will send out "self-nomination" ballots to all C.A.R.E program members.
2. Officer elections will be held at the December meeting of the C.A.R.E Committee.
3. The election will be held by secret ballot at the December meeting.

Term of Office

The term of office for all elected officials will be for three (3) years. In the event that an elected official cannot complete the term of office, the members of the C.A.R.E Committee shall appoint a new officer.

- JSUMC: forthcoming elections = December 2018
- SOMC: forthcoming elections = December 2018

Sub Committees

Subcommittees will be formed and will meet as needed.

C.A.R.E Status for Chairpersons

Chairpersons and Vice Chairpersons shall be exempt from submitting renewal applications for their C.A.R.E status during their term of office and one renewal after completing/resigning their term of office.

Chairpersons and Vice Chairpersons will submit, for the record, a Portfolio Cover page with the Forces of Magnetism on their C.A.R.E renewal date.

ADVANCEMENT ELIGIBILITY

Eligibility for Current RN Staff

1. All current RN staff nurses are eligible to participate in the C.A.R.E. program..

    a. First time applicants, regardless of their years of employment, begin their advancement at the Clinical Fellow Level(Level II).

    b. Registered Nurses may advance in sequential order, one level at a time, at a minimum of twelve (12) month intervals

1. Nurse Managers, Assistant Nurse Managers, Nurse Educators, Clinical Coordinators, Clinical Nurse Specialists, Faculty, and Case Managers, if they return to staff positions, may apply immediately to the appropriate C.A.R.E program level as long as they meet all of the criteria for that level.

2. Per Diem nurses are not eligible for C.A.R.E , however, a Per Diem RN who transfers to a full time or part-time status may apply to the appropriate C.A.R.E level as long as they meet all of the criteria for that level and have completed their probationary period.

3. Per Diem nurses transferring back to a full or part-time status who were advanced within three (3) years prior to Per Diem status must notify the C.A.R.E committee of their status change. The appropriate C.A.R.E level will be reinstated with the original maintenance date.

Eligibility for Newly Hired Registered Nurses

1. Experienced RNs

    a. Newly hired Registered Nurses with a minimum of three (3) years of experience may apply for the most appropriate C.A.R.E level as listed in the "Timelines for New Hire C.A.R.E. CLEP Advancement" table below as long as they meet all of the criteria.
    b. If the above criteria cannot be met eligibility returns to that of the Newly GraduatedRegistered Nurse with the noted time limits.

Timelines for NEW HIRE C.A.R.E. CLEP Advancement

Month of Hire	Submission Date	Planned Advancement
September October November	**March 1**	**April**
December January February	**June 1**	**July**
March April May	**September 1**	**October**
June July August	**December 1**	**January**

2. Newly Graduated RNs

a. Nurse Clinician — Level I: Registered Nurse has completed hospital and unit orientation, and the three month probation period.
b. Clinical Fellow — Level II: Registered Nurse has practiced within the Meridian Hospitals Corporation for a period of fifteen (15) months (includes 3 months' probation).
c. Clinical Resource — Level Ill: Registered Nurse has practiced in the role of Clinical Fellow — Level II for one (1) year and has met all the requirements for advancement to Clinical Resource.
d. Clinical Scholar— Level IV: Registered Nurse has practiced in the role of Clinical Resource — Level III for one (1) year and has met all the requirements for advancement to Clinical Scholar

SPECIALTY SCHOLARS

Specialty Scholars are cohorts of Registered Nurses promoting best practices in specialty roles. These cohorts will be guided by designated leaders for that specialty area.

Eligibility for Current RN Staff

1. No previous C.A.R.E , status is required to apply for Specialty Scholar status.
2. Registered Nurses who have practiced within the Meridian Hospitals Corporation for a period of fifteen (15) months (includes 3 months' probation) may apply.
3. Nurse Managers, Assistant Nurse Managers, Nurse Educators, Clinical Coordinators, Clinical Nurse Specialists, Faculty, and Case Managers, if they return to staff positions, may apply immediately as long as they meet all of the criteria.
4. Per Diem nurses are not eligible for C.A.R.E, however, a per diem RN who transfers to a full time or part-time status may apply as long as they meet all of the criteria and have completed their probationary period.

Eligibility for Newly Hired Registered Nurses

1. Experienced Registered Nurses hired from outside of MHS: RNs with a minimum of fifteen (15) months of experience may apply following the three (3) months' probation period.
2. Experienced Registered Nurses hired from within the MHS: RNs who have practiced within the Meridian Hospitals Corporation for a period of fifteen (15) months, inclusive of their three(3) month probationary period, may apply.

APPLICATION PROCESS

C.A.R.E is a professional program and all documents MUST be submitted accordingly :

1. Complete the on-line application or manually type the application form.
2. Submit the completed application in full with the required documentation of activities.
3. Submit the application prior to deadlines outlined in the table below.
4. Failure to comply with the preceding steps may result in the rejection of the application and delay advancement until the next scheduled advancement date (three months) provided that the application is resubmitted completed and timely.

Application Documents

1. Application forms and information regarding requirements for advancement may be obtained on the
   Meridian Intranet.
   http://intranet.meridianhealth.com/MHI/resources/Nursing/CAREProgram.cfm

   Meridian Intranet
   http://intranet.meridianhealth.com/MHI/resources/Nursing/CAREProgram.cfm

2. Nurses who are interested in applying are strongly encouraged to seek guidance and any necessary educational counseling from the C.A.R.E coordinator, nurse educator, C.A.R.E officers or members, and/or manager at least two (2) months before the proposed application date.

3. Applicants for Specialty Scholar status must complete the requirements for that specialty cohort and submit their application to the cohort leader(s) for approval and recommendation to the C.A.R.E Committee.

4. At JSUMC, applications must be submitted to the Nursing Office, signed-in with the secretary, and placed in the designated file cabinet. All other campuses will submit applications to the C.A.R.E Committee Chairperson or in the designated place.

Submission Date	Planned Advancement
December 1st	January
March 1st	April
June 1st	July
September 1st	October

5. Applications received after the above dates will be returned to the applicant to be resubmitted at the next submission date. When the application is resubmitted, all required criteria must reflect the new application date.

REVIEW PROCESS

Responsibility

1. Two (2) C.A.R.E Committee appraisers will be assigned by the Chairperson to review each application/portfolio.

2. The appraisers will review each application/portfolio, verify the information contained in the portfolio, and if necessary contact the C.A.R.E candidate for additional information.

3. The appraisers will present the application and their recommendations to a Review Panel of the C.A.R.E Committee for approval/disapproval of the application. A two thirds (2/3) majority of those voting will be considered a decisive vote in disputed cases.

4. The Review Panel will forward all recommendations to the Chief Nurse Executive for final review.

Review Teams

Each application will be initially reviewed by the unit representative and the Chairperson for the C.A.R.E Committee or his/her designee for completeness. Each application will also be reviewed by a team of two (2) reviewers, as follows:

1. Members of the C.A.R.E Committee will not review their own documents, nor will they vote on the acceptance or rejection of their own application.

2. A Clinical Scholar Level IV nurse may review applications for Level II, III, or IV advancement.

3. A Clinical Resource Level III may review Level II or III applications.

The applicant's Nurse Manager will complete a form verifying that the candidate meets the performance criteria and all unit competencies. The checklist, along with any comments pertaining to the applicant's clinical performance should be returned to the Chairperson of the C.A.R.E Committee, prior to the scheduled date of advancement.

It is the applicant's responsibility to ensure his/her manager receives the notice/checklist. All nurse managers are invited to attend C.A.R.E meetings.

APPROVAL OF APPLICATION

The Committee for C.A.R.E will submit advancement requisitions to the campus Human Resources department for processing. All C.A.R.E actions shall be reported to the Nursing Council.

DENIAL OF APPLICATION

An RN may not apply for C.AR.E. recognition within six (6) months of the application date, or advancement within twelve (12) months he/she has received a documented discipline notice for a gross clinical infraction, performance appraisal, or has in his/her file of an incident due to a major error, as determined by the applicant's Manager, Director of Nursing Education, and C.A.R.E Committee Chairperson in consultation with the C.A.R.E Committee Officers.

If the appraiser team finds that the applicant has failed to meet one or more requirements, the team will cite the specific shortcomings noted, and will submit its findings to the Review Panel of the C.A.R.E

The committee will transmit these findings to the candidate, together with a suggested learning action plan. The Committee and C.A.R.E Program Coordinator will also offer the unsuccessful candidate any educational assistance, counseling or other help needed to meet the required criteria. Unsuccessful candidates may re-apply at the next scheduled application date.

APPEAL OF DENIAL

Unsuccessful candidates have the right to appeal an unfavorable decision from the C.A.R.E Committee as follows:

1They may ask to meet with the review team to review and discuss data relevant to the criterion that was not met. Then if unresolved,

2. They may appeal to the C.A.R.E Committee. This appeal may be made in person or in writing. To hear an appeal, at least ten (10) members of the committee must be present. A two thirds (2/3) majority vote is required to reverse the denial of application. Then if unresolved,

3. They may appeal to the Chief Nurse Executive to review the decision.

MAINTENANCE OF CLINICAL LADDER STATUS

Maintenance of C.A.R.E level status will be reviewed every three (3) years during the month of the employee's advancement on the C.A.R.E program. All nurses who wish to advance to a higher level and have met the criteria for advancement may do so at any point during the three (3) year maintenance period at the regular submission periods.

Maintenance of Specialty Scholar status will be reviewed annually during scheduled report out..

1. Reports must be complete and submitted on time.

2. Specialty Scholars are responsible for keeping track of their report due dates.

3. Failure to submit reports on the scheduled due dates will result in immediate loss of C.A.R.E status. Specialty Scholar may submit a request for additional time to submit required reports and approval shall be granted on a case by case basis.

4. Failure to attain/maintain Specialty Scholar Eligibility requirements agreed to in the Specialty Scholar contract will result in immediate loss of status. Specialty Scholar may submit a request for additional time to attain or maintain Specialty Scholar requirement and approval shall be granted on a case by case basis.

It is the responsibility of each RN to get the necessary documentation ready for review. During the month the RN is to be reviewed, he/she must submit to the C.A.R.E Committee, or their designee, all required documentation detailed in the Criteria for Maintenance, verifying maintenance of status.

ALL APPLICATIONS FOR MAINTENANCE MUST BE COMPLETE AND SUBMITTED ON TIME.

Applicants are responsible for keeping track of their renewal dates and sending a completed application packet to the committee for review prior to the expiration date.

1. Failure to submit an application portfolio during the required submission period will result in immediate loss of status.

2. RNs who are unable to meet some or all of the criteria for maintenance of status because of prolonged illness, military, service, or a similar compelling reason, must notify the Committee of this in a timely fashion and must furnish documentation of the cause. The Committee will determine whether to recommend an extension of the C.A.R.E status on a case by case basis. Under normal circumstances, this extension should not exceed three (3) months. This recommendation will be forwarded to the Chief Nurse Executive for final review.

3. Nurses on maternity leave or who have experienced a catastrophic illness may maintain their status for three (3) months after they return to work.

At the Chief Nurse Executive's (CNE) discretion a review may be triggered for any RN who has been placed on probation or received a Level II gross infraction. This review committee shall consist of the CNE, C.A.R.E program and committee officers. The maximum penalty that may be imposed is demotion of no more than one (1) C.A.R.E level for a maximum of six (6) months. Applicant's situation will be determined on a case by case basis. This in no way waives the employee's right to grieve any discipline.

LOSS OF STATUS

Level II, III, IV RNs may be reclassified under the following circumstances:

1. A C.A.R.E II, III, or IV who feels he/she cannot maintain educational requirements or other criteria for the position which may include adverse life circumstances, may voluntarily request to be reclassified without prejudice and without precluding future reinstatement.

   A letter requesting reclassification should be sent to the Chairperson of the C.A.R.E Committee as soon as possible. Should he/she decide to reapply for advancement a completed application will only be accepted on the submission dates as specified in section: Application Process

2. A level II, III, or IV RN who does not meet the criteria set forth under Maintenance of Status may be reclassified by the C.A.R.E Committee who will send a list to applicant's nurse manager and /or to Human Resources to change the compensation rate of pay.

3. A level II, III, or IV RN who fails to submit a maintenance portfolio will be reclassified by the C.A.R.E committee, who will send a notice to the nurse manager and Human Resources to change the compensation rate of pay to that of Clinical Nurse I.

4. RNs who have been re-classified and wish to reapply must wait six (6) months. Applications will be accepted in accordance to the dates set forth in the Application Process. All criteria and requirements must reflect the new application date.

   a. At the first application period following six (6) months the RN may apply to reinstate at the previous level but may not apply to advance.

5. Specialty Scholars unable to maintain that status upon bi-annual or annual review or due to an approved leave as outlined in the Meridian Leave of Absence Policy will be reinstated to the following C.A.R.E level:

   a. Specialty Scholars who were not previously on the C.A.R.E program and do not complete one (1) year as a specialty scholar will return to the status of Clinical Nurse I.

   b. Specialty Scholars who were not previously on the C.A.R.E program and complete one year (1) as a specialty scholar will be demoted to the status of Clinical Fellow II. They may advance to Clinical Resource in twelve (12) months.

   c. Specialty Scholars who were not previously on the C.A.R.E program, completed one (1) year as a specialty scholar, and met program expectations will be demoted to the status of Clinical Resource III. They may advance to Clinical Scholar in twelve (12) months.

   d. Specialty Scholars who were previously on the C.A.R.E program and met program expectations may remain as a Clinical Scholar until the three (3) year expiration.

There will be no appeal of the decision

- Any changes in the above by laws must be presented to the C.A.R.E Committee and the HPAE (Local **5138**) Executive Board at least four (4) weeks in advance of the proposed change. Approval of the HPAE Executive Board and the C.A.R.E committee representatives shall be needed to implement a change.

- Changes in criteria, and or generic competencies must be submitted first to the Administrative Representative and then to the C.A.R.E Committee

- C.A.R.E competencies will be reflective of the unit competencies on the Registered Nurse Performance Appraisal tool.

- Specialty Scholar Coordinators will submit reports on the status of Specialty Scholars to the C.A.R.E Committee Chairpersons.

Any changes in the Specialty Scholar eligibility or requirements must be submitted to the C.A.R.E Committee and the HPAE (Local **5058**) Executive Board at least four (4) weeks in advance of the proposed change for approval.

No Appendix E

No Appendix F

APPENDIX G – SMART SQUARE CALENDAR

SIDE LETTER 1

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

Health Professionals and Allied
Employees, AFT/AFL-CIO

Sally Fessler, President Local 5138
Date 8/9/17

Southern Ocean Medical Center

Steve Littleson, President Hospital
Services and Division COO
Date 9/7/17

David Works, Senior Vice President of
Human Resources and CHRO
Date 8/23/17

SIDE LETTER 2

Employees who are on a 70 hour per pay period schedule and are considered full time employees shall continue to be considered full time employees.

RNs who work extra shifts and who report to work shall be considered with others on duty for flexing under the terms of the collective bargaining agreement should flexing be required.

Health Professionals and Allied
Employees, AFT/AFL-CIO

Sally Fessler, President Local 5138
Date 8/9/17

Southern Ocean Medical Center

Steve Littleson, President Hospital
Services and Division COO
Date 8/7/17

David Works, Senior Vice President of
Human Resources and CHRO
Date 8/23/17

SIDE LETTER 3

In the event of a layoff, a clinical coordinator may first bump into their cost center on the same shift and status.

Health Professionals and Allied
Employees, AFT/AFL-CIO

Sally Fessler, President Local 5138
Date 8/9/17

Southern Ocean Medical Center

Steve Littleson, President Hospital
Services and Division COO
Date 9/7/17

David Works, Senior Vice President of
Human Resources and CHRO
Date 8/23/17

SIDE LETTER 4

This will confirm the parties understanding that decisions of the C.A.R.E program committee in changing standards which result in more than incidental additional cost, such as criteria for advancement must be approved by the Hospital and the Union.

Health Professionals and Allied
Employees, AFT/AFL-CIO

Sally Fessler, President Local 5138
Date 8/29/17

Southern Ocean Medical Center

Steve Littleson, President Hospital
Services and Division COO
Date 9/7/17

David Works, Senior Vice President of
Human Resources and CHRO
Date 8/23/17

SIDE LETTER 5

Effective with the first full pay period in January 2014, all performance based percentage increases will be based on the Employee's Base Hourly Wage only, exclusive of all differentials (including but not limited to shift, clinical and job classifications) premium pay and any other compensation.

Health Professionals and Allied
Employees, AFT/AFL-CIO

Sally Fessler, President Local 5138
Date 8/9/17

Southern Ocean Medical Center

Steve Littleson, President Hospital
Services and Division COO
Date 9/7/17

David Works, Senior Vice President of
Human Resources and CHRO
Date 8/23/17

SIDE LETTER 6

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

Health Professionals and Allied
Employees, AFT/AFL-CIO

Sally Fessler, President Local 5138
Date 8/9/17

Southern Ocean Medical Center

Steve Littleson, President Hospital
Services and Division COO
Date 9/7/17

David Works, Senior Vice President of
Human Resources and CHRO
Date 8/23/17

SIDE LETTER 7

1. Effective October 31, 2015, an employee in a bargaining unit (BU) position (HPAE Local 5138) at Southern Ocean Medical Center (SOMC) who transfers to a posted bargaining unit position (HPAE Local 5058) with Jersey Shore University Medical Center (JSUMC) or visa-versa shall maintain his or her bargaining unit seniority at 100%. (This does not apply retroactive to October 31, 2015).

2. System seniority shall be maintained at 100 % when transferring from SOMC to JSUMC or vice-versa.

3. Once an employee has been granted a position at either hospital, the transfer shall occur within four (4) weeks unless mutually agreed upon for extension beyond that period. Such employee, shall be treated as internal transfer and shall have access to all provisions of the CBA.

4. A Status 1-2-3 or 4 employee who transfers from a SOMC or JSUMC or Vice-versa into a status 1-2-3 position shall maintain his / her current rate of pay or rate of pay for the new position whichever is greater.

Health Professionals and Allied Employees, AFT/AFL-CIO

Sally Fessler, President Local 5138
Date 8/17/17
Date_____

Southern Ocean Medical Center

Steve Littleson, President Hospital Services and Division COO

David Works, Senior Vice President of Human Resources and CHRO
Date 8/23/17

Side Letter 8

1. The Employer and Union agree that physician's notes will no longer be accepted by Hospital supervision for any absences. If an employee believes his/her absence qualifies for a medical leave, then the employee is encouraged to contact Meridian Connect. The Employer agrees that it will modify its guidelines for Cooperation and Discipline to reflect that employees who exceed 3.5% of their scheduled work time of unscheduled absence (in a sliding 12 month period) will be subject to disciplinary action. The Employer agrees that it will not decrease the 3.5% disciplinary threshold for the life of the current collective bargaining agreement. Employees who are currently subject to discipline prior to November 1, 2013 will maintain their current discipline status pursuant to the guidelines.

2. The Union agrees to the implementation of the Employer's Influenza policy. Influenza Policy attached.

Health Professionals and Allied Employees, AFT/AFL-CIO

Sally Fessler, President Local 5138
Date 8/9/17

Southern Ocean Medical Center

Steve Littleson, President Hospital Services and Division COO
Date 9/7/17

David Works, Senior Vice President of Human Resources and CHRO
Date 8/23/17

Side Letter 9

Whereas, in order to provide quality patient care, the Employer gave notice to the HPAE Local 5138 of its intent to open a new unit "MS/2,"

Whereas, HPAE has given notice and has engaged in effective bargaining over the opening of "MS/2,"

Therefore, the parties agree to the following:

3. The parties agree to the plan, April 27, 2015 notice to the union (attached)

4. Notwithstanding the contract language Article 12. Seniority, "F" Layoff, and "G" bumping rights, that in the event of a lay-off or complete or temporary closure of MS/2, employees will have bumping rights into MS2, 3 and 4 and not by cost center.

5. All other provisions of the CBA and Article 12 shall apply.

6. This is not precedent setting.

Health Professionals and Allied Employees, AFT/AFL-CIO

Sally Fessler, President Local 5138
Date 8/9/17

Southern Ocean Medical Center

Steve Littleson, President Hospital Services and Division COO
Date 9/7/17

David Works, Senior Vice President of Human Resources and CHRO
Date 8/23/17

Side Letter 10

Effective with the first full pay period after October 31, 2015,

all Status I, II or III bargaining-unit team members active as of the date of ratification of the CBA shall receive a years of experience (up to 15 years of experience) and/or market adjustment equal to or greater than $1.00, which will place the team member at or above the Rates of Pay in Appendix B. The years of experience calculation will be based on years of consecutive time in their current role at Meridian up to the 15 year rate. In the event the wage adjustment is less than $1.00, the rate will be adjusted up to a maximum of $1.00.

For the Status I, II or III bargaining-unit team member who is already at their 0-15 rate or who earn greater than their 15 year rate for their respective job title, will be eligible to receive $1.00 wage adjustment.

All Status IV per diem team members will move to the new per diem rate of pay $38.65. If a Status IV nurse is currently earning over the $38.65 rate, he/she shall remain at their current rate of pay until such time as they change their status.

Health Professionals and Allied
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Date 8/9/17

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Date 9/7/17

David Works, Senior Vice President of
Human Resources and CHRO
Date 8/23/17

Side Letter 11

The Employer will utilize an RN in the role of admission and discharge nurse when the need is identified to improve throughput due to high census, ED holding of six (6) patients or more and holding two (2) or more PACU inpatient admissions.

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Date 8/9/17

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Date 9/7/17

David Works, Senior Vice President of
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Date 8/23/17

Side Letter 12 - PTO Accruals

Employees with bargaining-unit seniority date prior to 10/31/2013 who became newly PTO benefit eligible or who lost PTO benefit eligibility and then returned to a benefit eligible position prior to 10/31/2015 will be grandfathered under the old accrual rules as per Article 15.2(a) and 15.3.

Health Professionals and Allied Employees, AFT/AFL-CIO

Sally Fessler, President Local 5138
Date 8/9/17

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David Works, Senior Vice President of Human Resources and CHRO
Date 8/23/17

Side Letter 13 – Bachelor's Degree

The Union and the Employer agree that all RN's who began a Bachelor's degree in other than Science of Nursing, on or before October 31,2015 shall be exempt from the Bachelor Degree of Science in Nursing Requirements as stated in Article 7.4H

All RN's who began a Bachelor's degree in other than Science of Nursing, on or before October 31, 2015, upon completion of their Bachelor's degree shall receive the education differential as stated in Article 9.8D.

Health Professionals and Allied Employees, AFT/AFL-CIO

Sally Fessler, President Local 5138
Date 8/9/17

Southern Ocean Medical Center

Steve Littleson, President Hospital Services and Division COO
Date 9/7/17

David Works, Senior Vice President of Human Resources and CHRO
Date 8/23/17

Side Letter 14 – Competency

Competency – Ongoing ability of a registered nurse to integrate and apply the knowledge, skills and judgment required to practice safely and ethically in a designated role and setting.

The Baseline profiles as currently documented in OneStaff and the existing float districts as appropriate will be documented in Smart Square.

The competency profile will be reviewed at least annually by the nurses and nurse manager and updated in Smart Square as appropriate.

Health Professionals and Allied Employees, AFT/AFL-CIO

Sally Fessler, President Local 5138
Date 8/9/17

Southern Ocean Medical Center

Steve Littleson, President Hospital Services and Division COO
Date 9/7/17

David Works, Senior Vice President of Human Resources and CHRO
Date 8/23/17

Side Letter 15 - Staffing Committee

In the event the HPAE Staffing Committee identifies a staffing pattern or other staffing issue which they have determined would benefit from further discussion, then upon written notice to the employer, the Chief Nurse Executive, Nurse Manager and nurses from the unit and shift involved shall meet at the next staffing committee meeting or other mutually agreed upon forum.

The Chief Nurse Executive agrees to meet with the HPAE President to review current staffing guidelines and explore staffing solutions.

Health Professionals and Allied Employees, AFT/AFL-CIO

Sally Fessler, President Local 5138
Date 8/9/17

Southern Ocean Medical Center

Steve Littleson, President Hospital Services and Division COO
Date 9/7/17

David Works, Senior Vice President of Human Resources and CHRO
Date 8/23/17

Side Letter 16 - Negotiation Committee

The employer will pay six (6) members from JSUMC and four (4) members from SOMC to participate in collective bargaining for up to twelve (12) days, for no more than twelve (12) hours per day not to exceed twelve (12) days of negotiations. The bargaining committee will be paid non-productive hours. Overtime will not be paid for hours spent in negotiations.

Health Professionals and Allied
Employees, AFT/AFL-CIO

Sally Fessler, President Local 5138
Date 8/9/17

Southern Ocean Medical Center

Steve Littleson, President Hospital
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Date 8/7/17

David Works, Senior Vice President of
Human Resources and CHRO
Date 8/23/17

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