



HPAE

**Representing RNs
Southern Ocean Medical Center**

Agreement between

Health Professionals and Allied Employees
AFT/AFL-CIO

and

Southern Ocean Medical Center

July 12, 2020 - May 15, 2023

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TABLE OF CONTENTS

	Page
ARTICLE 1. AGREEMENT SCOPE.....	3
ARTICLE 2. UNION STATUS	3
ARTICLE 3. MANAGEMENT RIGHTS.....	7
ARTICLE 4. EMPLOYEE CLASSIFICATIONS.....	8
ARTICLE 5. DISCIPLINE & DISCHARGE.....	9
ARTICLE 6. GRIEVANCE AND ARBITRATION PROCEDURE	10
ARTICLE 7. PROFESSIONAL PRACTICE.....	11
ARTICLE 8. WORK TIME	18
ARTICLE 9. WAGES.....	18
ARTICLE 10. SCHEDULING.....	24
ARTICLE 11. FLOATING.....	37
ARTICLE 12. SENIORITY	39
ARTICLE 13. POSTING OF POSITIONS AND TRANSFERS.....	43
ARTICLE 14. LEAVE OF ABSENCE	46
ARTICLE 15. TIME OFF - PTO / ESL	48
ARTICLE 16. TUITION ASSISTANCE.....	54
ARTICLE 17. INSURANCE/BENEFITS:.....	54
ARTICLE 18. RETIREMENT:.....	57
ARTICLE 19. PERSONNEL FILES.....	58
ARTICLE 20. RESIGNATION	58
ARTICLE 21. SAFETY & HEALTH	59
ARTICLE 22. SUCCESSORSHIP	60
ARTICLE 23. NON-DISCRIMINATION	60
ARTICLE 24. SEVERABILITY	60
ARTICLE 25. WORK JURISDICTION.....	60
ARTICLE 26. NO STRIKE-NO LOCKOUT.....	61
ARTICLE 27. DURATION.....	62
APPENDIX B – RATES OF PAY	63
APPENDIX C - PER DIEM PAY SCALE.....	65
APPENDIX D- CLINICAL LADDER PROGRAM.....	66
No Appendix E.....	69
No Appendix F	70
APPENDIX G - HMHSCHEDULING PROGRAM CALENDAR	71

SIDE LETTER 1	72
SIDE LETTER 2	73
SIDE LETTER 3	74
SIDE LETTER 4	74
SIDE LETTER 5	76
SIDE LETTER 6	77
SIDE LETTER 7	78
SIDE LETTER 8	79
SIDE LETTER 9	80
SIDE LETTER 10- BACHELOR’S DEGREE	81
SIDE LETTER 11 - COMPETENCY	81
SIDE LETTER 12 - STAFFING COMMITTEE	83
SIDE LETTER 13 – MEDICAL MISSION	84
SIDE LETTER 14 – APRIL 1, 2019 IMPLEMENTATION DATE	85
SIDE LETTER 15 - STAFFING	86
SIDE LETTER 16- WAGE ADJUSTMENT/PERFORMANCE IMPROVEMENT QUALITY COORDINATOR	87
SIDE LETTER 17 - FLOATING	88
SIDE LETTER 18 – NEW WAGE SCALE APPEAL PROCESS	88
SIDE LETTER 19 – PANDEMIC SIDE LETTER	90

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 entered into this Agreement this 12th day of July 2020.

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 Coordinator, 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 Fee 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 Fee 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 Fee 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 Fee 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 Fee 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 (15th) day following the payroll deduction. The Employer shall list the names, hours worked, the last four (4) digits of the employee's 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 electronically and by printed format.

One (1) year from the signing of this Agreement, the Employer will include only the last four (4) digits of the employee's social security number in place of the full social security number. Two (2) years after the signing of this Agreement, the Employer will no longer be required to provide the last four (4) digits of the employee's social security number.

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
 - Department/Unit
 - Shift
 - Classification/ Status
 - Date of Birth
 - Current Rate of Pay
 - Employee ID
 - Race
 - Gender
- 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 electronically, 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 one-hundred (100) hours with pay and one-hundred (100) hours without pay to conduct Union business which do not accrue from year to year. 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/Representatives. 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 request for use of such days shall be given forty-eight (48) hours in advance, which the Hospital will accommodate as much as possible based on staffing and operational needs.

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 1/2 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 online policies manual (<https://hmh.policystat.com/>) 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 this 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 Agreement 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 CLASSIFICATIONS

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. *Full Time:* An employee who is employed on a regular basis to work at least thirty-six (36) hours per week.
- B. *Part-Time Benefit-Eligible:* An employee who is employed on a regular basis to work twenty (20) to 35.99 hours per week.
- C. *Part-Time Non-Benefit-Eligible:* An employee who is employed on a regular basis to work less than twenty (20) hours per work week.
- D. *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 Agreement.

4.03 Probationary Period

- A. Newly hired regular full-time and part-time employees, hired into the bargaining unit, shall be considered probationary for a period of ninety (90) calendar days. Per diem employees shall be considered probationary for a period of one hundred twenty (120) 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.
- E. Employees shall receive a performance appraisal at the completion of their probationary period. Employees shall be entitled to a copy.

4.04 Temporary Employees

Temporary Employee: 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/classification.
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 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 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 6.02 through 6.10.

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 twelve (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 possible if employees will be required to attend courses on their own time. Attendance at such classes will be considered as time worked.

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 the Hospital.

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 proof of attendance and 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 report upon request 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.

Full-time and part-time benefit-eligible employees shall be entitled to at least two (2) conference days and part-time non-benefit-eligible employees shall be entitled to at least one (1) conference days per calendar year (January 1 through December 31).

D. The Hospital shall provide National Certification reimbursement in accordance with the HMMH's National Certification-Nursing Policy, which shall be incorporated by reference into this Agreement. The hospital will provide 30 calendar days notice of any changes to HMMH National Certification Policy prior to implementation and will bargain over the effects.

E. Bachelor's Degree:

1. RNs who were hired into the bargaining unit between November 1, 2013 and October 31, 2015 must attain a Bachelor's of Science in Nursing (BSN) degree within five (5) years as a condition employment. RNs 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 from 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-Resources-Nursing-Ann May Center for Nursing.

F. 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 Labor-Management 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 Labor-Management Committee Chairs.
4. The Labor-Management 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 Labor-Management Committee.
5. The purpose of the Labor-Management 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. Labor-Management 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 Labor-Management Committee and the Union Representative so designated will co-chair all Labor-Management Committee meetings.

4. The Hospital President and the Local Union President shall be considered as ex-officio members of this Labor-Management Committee.
- C. The Chief Management Representative shall serve as the Labor-Management 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 Labor-Management Committee, invited guests may be allowed to attend meetings. The number of guests will be determined by the Labor-Management Committee.
- E. The Labor-Management 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 Labor-Management Committee. The power of the subcommittee will be determined by the main Labor-Management 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 Hackensack Meridian Health that include bargaining unit staff. This notification shall include the purpose, approximate meeting schedule and bargaining unit staff involved. Joint 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 joint 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 joint committee. Once the Union Chairperson of the Local has been notified of the joint committees and members in the first paragraph, the Union shall have the right to designate other bargaining unit members to such joint committees or utilize the existing bargaining unit members of the joint committees. A bargaining unit member will have an opportunity to co-chair joint 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 staffing guidelines 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 (the Joint Commission), and any other accrediting or licensure agencies. Furthermore, in the event that staffing levels and staffing guidelines are mandated by State and/or Federal laws, the Hospital agrees to abide by such levels and staffing guidelines.

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 on units will be determined by patient needs and census. 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 Staffing Committee to ensure adequate staffing, in addition, short staffing forms from the prior month will be reviewed.

B. Staffing

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

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 Patient Care Technicians ("PCTs"), is essential to provide safe, quality patient care. Therefore, priority will be given to maintain PCTs on the unit in a direct care capacity; not including one-to-one patient care assignments.

D. Emergency Department ("ED"):

- 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 Staffing 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 Staffing Committee meetings will be paid for attendance at Staffing Committee meetings. The meetings will be held monthly on regularly scheduled time and day, unless greater frequency is determined by the Staffing Committee.

The Committee will be charged with:

1. Making recommendations to the Hospital administration on proper staffing levels, nurse to patient staffing guidelines 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 Staffing 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 Staffing 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 confidentiality will apply.

G. Minutes of each meeting will be maintained. Staffing 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. 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 Work Breaks and Meal Breaks

- A. **Work Break:** Employees are entitled to one (1) scheduled work break for each full eight (8) hour 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 two (2) scheduled work breaks for each full shift taking up to a maximum of fifteen (15) 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 1/2) 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:

When all clocks are put back one (1) hour, an employee working a full night shift will work one (1) additional hour and will be compensated for all hours worked. Employees who work more than forty (40) hours in the pay period will be paid (1) hour premium overtime pay as applicable.

When all clocks are put forward one hour, an employee working a full night shift will work one (1) less hour. However, such employee will be compensated for the lost hour.

8.07 Inclement Weather

On occasions where snow or inclement weather impairs transportation to and from the Hospital, such occasion will be handled and administered in accordance with the HMH's Inclement Weather Policy, which shall be incorporated by reference into this Agreement. The hospital will provide 30 calendar days notice of any changes to HMH Inclement Weather Policy prior to implementation and will bargain over the effects. During inclement weather team members should use caution and judgement when deciding whether to travel. Team members should communicate with their leaders on potential alternative working arrangements. Team members who are unable to report to work and do not have pre-arranged alternative working arrangements will be charged time off as PTU.

Paid Time Off:

While Hackensack Meridian Health recognizes the importance of utilizing paid time off, certain unforeseen circumstances may have a direct impact on paid time off approvals. In cases of extreme emergency, at leadership discretion in conjunction with hospital administration the following may occur:

- Leaders may deny newly approved PTO requests based on operational needs during an inclement weather/state of emergency condition where the request falls during inclement weather conditions/state of emergency.
- Leaders may rescind previously approved PTO requests based on operations needs during extreme emergencies under inclement weather conditions/state of emergency conditions.
- Where HMH Administration deems the organization to be under a state of extreme emergency, Administration deems the right to advise leaders to rescind/deny PTO.

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 1/2) of the employee's regular compensation rate.

PTO, ESL, Holiday, Bereavement and on-call shall not be considered as time worked for the purpose of calculating overtime.

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 sixty (60) days of the overtime.

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. Effective January 1, 2019, when a holiday falls on Friday in the pay week, checks will be available to employees on the Thursday before the holiday.

Payroll errors caused by the Hospital will be corrected during the next off cycle payroll run date following awareness of the error.

9.04 Compensation for Extra Shifts Worked:

Part-time benefit-eligible and part-time non-benefit-eligible 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 1/2) pay for hours worked in excess of forty (40) in the work week, an extra shift in the same work day (Article 8.05) or for an extra shift on a weekend off (**Article 10.04**) or where the employee receives a premium of time and one-half (1 1/2) pay for hours worked on a legal holiday (**Article 10.05**).

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

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 Committee Attendance

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 policies 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 Article 9.6, or 9.11 (Open Shift Incentive Program) or the bonus in the above-mentioned policy.

9.07 Charge differential:

In accordance with the HMH Charge Nurse Policy, which is incorporated here by reference (The Hospital will provide 30 calendar days notice prior to any changes to the HMH Charge Nurse Policy prior to implementation and will bargain over the effects), 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/Administrative Supervisor/Assistant Nurse Manager, 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 and seventy-five cents (\$1.75) 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/Administrative Supervisor/Assistant Nurse Manager is on duty.

9.08 WAGE SCALE

- A. Starting Rate of Pay= \$37.26
- B. The below new wage scale and compensation system is proposed to address the retention needs of both hospitals, while providing wage increases for greater years of experience.

- C. All Registered Nurses, both new hires and those currently employed at SOMC, will be placed on the new wage schedule being given recognition for all nursing experience including domestic experience outside of HMM.
- D. Prior domestic experience (outside HMM) shall be credited with one year of service for each year of outside experience as a registered nurse.
- E. Prior domestic experience as an LPN shall be credited with one year of service for two years of LPN experience.
- F. A year shall be defined as the 12 months of continuous experience as a full or part time employee. For current RNs hired prior to the date of ratification (6/26/2020), years will be rounded up or down based upon completed month. If the candidate completed at least 6 months, then round to the next year. (e.g. - 5 years and 10 months of experience will count as 6 years of experience).
- G. For LPN experience, rounding should be applied after the initial calculation. (e.g. - 6 years and 4 months of experience would be calculated as 3 years and 2 months of experience).
- H. For RNs hired after the date of ratification (6/26/2020), months will be dropped off when determining the years of experience of an external hire. Only full years of experience will be counted. If the candidate completed 5 years and 10 months or 5 years and 2 months, the nurse will be credited with 5 years. The Compensation team will add the additional year of experience when the nurse receives the next merit (or bridge) increase.
- I. Wage Scale attached Appendix B-C for:
- Staff RN
 - Per Diem RN
 - Performance Improvement Quality Coordinator
- J. Educational Differentials:
- RNs with a Master of Science in Nursing degree shall receive a differential of \$2.50 per hour, in accordance with the HMM Educational Pay for Registered Nurses Policy, which is incorporated here by reference. The Hospital will provide 30 calendar days notice prior to any changes to the HMM Educational Pay for Registered Nurses Policy prior to implementation and will bargain over the effects.
- K. 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.

- L. 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. Results of such performance appraisals may be grieved pursuant to Article 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.

Employees who were on a leave of absence greater than nine (9) months in the performance year, will not be eligible for a performance evaluation or merit increase the following year. Eligible full-time and part-time employees hired before October 1st in the performance year shall receive their performance evaluation during the pay period closest to July 1st of each year, with performance based increases as outlined below, based upon their performance appraisal rating. Eligible per diem employees hired before July 1st in the performance year, shall receive their performance evaluation during the pay period closest to July 1st of each year, with performance based increases as outlined below, based upon their performance appraisal rating:

Merit Program

2020	July 1, 2021	July 1, 2022
3% Across the board, built into new pay scale	2% Merit Increase	2.25% Merit Increase

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.

M. Starting Rates of Pay

New hire rates of pay can be found in Appendices B - C

Prior RN experience can be granted up through thirty (30) years. Prior domestic experience as an LPN shall be credited with one year of service for two years of LPN experience.

N. Per Diem Rate of Pay

- I. 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 Clinical Ladder program and converts to per diem status shall maintain the current Clinical Ladder program level until the time of expiration. The employee will not be eligible to renew membership in the Clinical Ladder 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 as a staff RN only. A per diem employee who converts to a full-time, part-time benefit-eligible, or part-time non-benefit-eligible position shall be placed on the wage scale below (for conversion PD to full-time, part-time benefit-eligible, or part-time non-benefit-eligible only).

9.09 Preceptors:

PURPOSE

The preceptor program will be administered in accordance with HMH's Nursing Preceptor Policy and is designed with five main goals related to recruitment, orientation, and retention. The hospital will provide 30 calendar days notice of any changes to HMH Nursing Preceptor Policy prior to implementation and will bargain over the effects.

- 1) To offer a program to prospective new nurse candidates that differentiates Southern Ocean Medical Center from other hospital employers and delivers a true competitive advantage for hiring and retaining nurse professionals.
- 2) To develop a program that meets unit needs while reducing the amount of non-productive time for the new nurse.
- 3) To develop a program that provides the preceptor with the knowledge, skills, and abilities necessary for effective precepting.
- 4) To develop a program that provides the preceptor with adequate reward and recognition for their individual efforts in precepting staff.
- 5) To ensure that preceptors consistently integrate proper standards of care, standards of practice, and hospital policies into their own practice in a manner that impacts their preceptees' practice.

PRECEPTOR ROLE & SELECTION CRITERIA

Eligibility: All full or part time employees with a minimum of 3 months, if an experienced RN, one year if the RN is a new graduate, nominated by the unit manager and/or the unit educator and voluntarily applies to the Preceptor Class.

Compensation: \$1.50 an hour

Preceptor Performance Criteria

- Meets, greets, works with, and supports the orientee "consistently" throughout the unit-based orientation schedule.
- Provides input into the identification of orientee's learning needs and collaborates with the Nurse Manager/Nurse Educator/Charge Nurse re: daily assignments.
- Obtains and provides ongoing feedback to Nurse Manager/Nurse Educator, orientee and other staff working with orientee.
- Conducts weekly feedback conferences with the orientee and reviews skills checklist, goals accomplished, identifies performance strengths, progress on areas that need improvement more experience needed.

- Assists orientee in completion of skills checklist via unit-based assignments.

Orientee:

- Seeks input and assistance from preceptor when organizing daily assignment
- Actively seeks out learning experiences needed based upon skills checklist
- Confers with preceptor, Nurse Educator, and Nurse Manager on ongoing basis re: progress and needs
- Reviews skills checklist with preceptor weekly
- Completes the Orientation Evaluation and returns to appropriate department.

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

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 the HMH Scheduling Program 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 the HMH Scheduling Program. 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 Registered Nurses Float Policy:

In accordance with the HMH Registered Nurses Float Policy, full-time and part-time Registered Nurses who are required to float shall receive a bonus of five (\$5) dollars per hour. The Hospital will provide 30 calendar days notice of any changes to HMH RN Float Policy prior to implementation and will bargain over the effects.

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.

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, notwithstanding section 10.8.

10.02 PTO / Benefit Time Scheduling

- A. Benefit-eligible employees will be provided with paid time off for vacation, personal or family illness, or any other reason an employee requires time away from work. This benefit is provided through the Paid Time Off (PTO) Program.
- B. The Hospital shall be reasonable in granting PTO requests and will not assign vacations without the approval of the employees.
- C. 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 is 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 is 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.

D. 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.

E. Requests for PTO will not be unreasonably denied.

F. 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.

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

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

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

J. 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 the HMM Scheduling Program and approved by Nursing Management in advance, considering patient care and cost issues or the employees must work their shift/schedule as originally established.

K. In the event a request for benefit time is denied, an employee who then secures their own coverage will not be denied the time as long as the replacement has equivalent skills and qualifications and does not result in overtime payment, except during June 1st through September 15 when no more than two weeks of

vacation time can be taken by the employee until all the RNs in that department have received two weeks of vacation.

- L. Employees shall be granted PTO time independent of requests by non-bargaining unit personnel.
- M. In the event an employee has their PTO time denied and is not able to get a minimum of two weeks, consecutive or not, within six (6) months, then the Medical Center may allow coverage that may result in overtime payment.

10.03 Bargaining Unit Work Preference:

A. Available Work Time

The HMH Scheduling Program 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: Full-time, part-time benefit-eligible and part-time non-benefit-eligible 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 beyond their contracted hours of work, 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 classification position.

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

B. The HMM Scheduling Program

The HMM Scheduling Program is our electronic scheduling program. All HMM Scheduling Program 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 the HMM Scheduling Program for extra or overtime shifts. All bargaining-unit employees will be able to self-schedule during the self-scheduling period at the same time. 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 the HMM Scheduling Program 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 HMM Scheduling 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.

Full-time, part-time benefit-eligible and part-time non-benefit-eligible 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 the HMH Scheduling Program.
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 1/2 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 (1 1/2) 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 notwithstanding
4. Pre Posting program: Full-time, part-time benefit-eligible, part-time non-benefit-eligible, per diem 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)

(a) Prior to the start of shift, an option to work a modified schedule that is mutually agreed upon between the RN and Manager can be offered to meet the needs of census and volume.

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

- F. **Cancellation of Extra Shift by Employee** Regular employees, full-time, part-time benefit-eligible and part-time non-benefit-eligible, 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.

- G. **Cancellation of Regular Shift by Employer.** The Hospital agrees that there will be no cancellation of regular shifts by the Employer.

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 1/2) 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:

A. Eligibility

Regular full-time and regular part-time benefit-eligible positions (working 20 - 35.99 hours per week) are eligible for holiday pay. Employees whose standard hours are less than 20 hours per week, have a status of Per Diem or a status of Temporary are not eligible for holiday pay. New hires are eligible for calendar (observed) legal holidays from date of hire as the holiday occurs.

B. Holidays

Full-time benefit-eligible employees (36 to 40 hours per week) receive 8 hours pay for the following holidays. Holiday hours for part-time benefit-eligible positions (working 20 - 35.99 hours per week) are prorated according to their standard hours.

Holiday (and day observed)

New Year's Day (January 15th)

Memorial Day (Last Monday in May)

Independence Day (July 4th)

Labor Day (First Monday in September)

Thanksgiving Day (Fourth Thursday in November)

Christmas Day (December 25th)

C. Holiday Accruals

- Full-Time (.9 and 1.0 FTE): 8 hours per holiday
- Part-Time benefit-eligible (.8 FTE) = 6.4 hours per holiday
- Part-Time benefit-eligible (.6 FTE) = 4.8 hours per holiday

- Part-Time benefit-eligible (.5 FTE) = 4.0 hours per holiday

D. Holiday Pay

All non-exempt employees scheduled to work during the six (6) observed legal holidays are paid time and one-half (premium pay) for the holiday worked. The holiday premium pay is only applied to all hours worked between 12:00 am at the start of the holiday and 11:59 pm at the end of the holiday (the holiday differential zone).

Benefit-eligible team members can supplement holiday hours with PTO or available holiday time if they are regularly scheduled to work more than the holiday benefit allotment (for example, a 12-hour team member can supplement the 8 hours of holiday pay with 4 hours of PTO).

Benefit-eligible team members who are scheduled to work the observed holiday may take their holiday before or after the date depending upon the department work schedule. Team members will be able to carry over one day (the 12/25 holiday) to the following year, if not used in the year it is accrued. That day can be used anytime the following year. The other five holidays must be taken in the year they occur. Team members can take holiday hours in advance of accruing, but may never go more than the equivalent of one day in the negative.

Employees regularly scheduled to work the evening or night shift as documented in the shift field in PeopleSoft Leader Self Service will have their normal shift differential included in holiday pay.

E. Holiday Observance

At the discretion of management, holidays that fall on a Saturday will be observed on the Friday preceding the holiday or that Saturday, and holidays that fall on a Sunday will be observed on Sunday, or the Monday following the holiday.

At the discretion of management, holidays that fall on a weekend may not be observed on Monday or Friday. Based on operational needs those units may operate on a full or reduced schedule.

F. Holiday Absences

An employee who is absent though scheduled to work the observed holiday itself or the workday immediately prior to, or subsequent to the holiday (not more than 72 hours), is not automatically eligible for holiday and/or sick pay. Medical or other documentation may be required by the manager for absences on the scheduled day of work prior to or after a holiday. Managers may authorize holiday pay, but such authorization must be consistently and fairly enforced within the department.

G. Termination of Employment

Employees are entitled to receive pay for any accrued, unused year-to-date holidays, as of date of termination, with the exception that earned legal holiday hours will not be paid to an employee whose employment is terminated in connection with disciplinary action. If the employee terminates and has taken more holiday benefit time than accrued, these holidays hours will be deducted from the final paycheck.

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 full-time and part-time benefit-eligible 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 benefit of another employee by expressed wish.

10.07 Holidays:

Full-time employees may be required to work up to three (3) holidays in a calendar year and shall be paid for six (6) holidays. Full-time 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.

Part-time benefit-eligible employees may be required to work up to three (3) holidays in a calendar year and will be paid three (3) holidays. A part-time benefit-eligible 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 part-time benefit-eligible employee works three (3) holidays, they will be paid for three (3). The Holiday must be Christmas or New Year's.

Part-time non-benefit-eligible employees shall not be required to work a holiday. full-time and part-time non-benefit-eligible 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 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. Per diem nurses shall follow the Hospital's Per-Diem Registered Nurses Policy, which shall be incorporated by reference into this Agreement. The hospital will provide 30 calendar days notice of any changes to HMH Per Diem Policy prior to implementation and will bargain over the effects.

- B. If the PD must call-out, the unit/department requires at least two (2) hours notice of the call-out in order to make alternative arrangements. Failure to provide such notice may result in discipline.
- C. Per diems must submit availability of 24 hours in pre-posting scheduling per schedule period, before covering for other employees, two (2) holidays per calendar year (one (1) summer (Memorial Day, Fourth of July, or Labor Day; one (1) winter (Thanksgiving, Christmas, or New Years).

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 after the start of a 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. Non-contracted agency nurses working on the units and extra shifts for contracted agency nurses.
 - 2. Employees on overtime receiving Open Shifts with incentives (in order of reverse seniority).
 - 3. Employees (FT, PT or PD) on overtime (receiving 1-1/2 on the day) on the unit.
 - 4. Employees working extra shifts, i.e. pre-posting program: full-time, part-time benefit eligible, part-time non-benefit-eligible, per diem and pre-scheduled PD on the unit (in order of reverse seniority).
 - 5. Per diem employees working on the unit (in reverse seniority).
 - 6. PTO request previously denied shall be offered and may be taken upon mutual agreement.
 - 7. Volunteer (by seniority).
- B. Employees who are flexed by management after the start of the employee's shift shall receive a minimum of two (2) hours pay in addition to any other compensation not to exceed the regular scheduled hours. Nurses that initiate the request to be flexed will not be eligible for flex pay.
- 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." 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 (Full-time and Part-time) 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 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.

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 1/2) 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§ 7.07.

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. Per Diem 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.

2. In the event that an ongoing surgical or procedural case needs to be completed beyond the scheduled shift, the on-call team will be called in first (at least 30 minutes prior to the end of the shift). At that time, the on-call team may ask the nurse participating in the case if she/he would volunteer to stay and finish the case. If they volunteer to stay, they will be paid as usual. If the nurse in the case does not volunteer, then the scheduled on-call team will be notified to come in. Staff members who are on the hospital premises upon the start of their "on-call" duty shall be paid on call as per Section 10.12(A) for time worked.

ARTICLE 11. FLOATING

11.01 Floating

1. Floating is the reassignment of a registered nurse (RN) to a unit/department that he/she is not hired to work on, and did not pre-schedule themselves to work on, in order to meet the operational needs of the facility and within a like clinical setting.
2. Floating is not "pre scheduled" and is utilized only after all other options have been exhausted.
3. Prior to "floating" an RN, it will be ensured that the RN has the knowledge, skills and competencies required to work on designated unit/department.
4. An RN will be floated to patient care units within the same clinical competency provided the nurse is qualified, has skills and competency as determined by the hospital. If the nurse believes that the assignment is beyond his or her skill level, he or she may raise the issue with the unit leader. If the leader agrees, he/she shall modify the assignment to one that reasonably meets the skills of the nurse. In the event floating is necessary, which may include but is not limited to instances of low census, late call-outs, no-call no-shows, staffing variances, etc., RN's in the float pool will be floated first. Volunteers may be considered.
5. The floating of RN's will not occur until the RN has been employed on "home unit" for 6 months. *Exception: If RN is hired into the float pool this does not apply.*
6. An RN who is floated will not precept or be in charge on the unit/department they have been reassigned to.
7. Employees who are floated will not be required to take charge responsibilities or duties, but may volunteer to do so.
8. All employees will receive departmental orientation to the unit to which the employee is being floated.
9. Assisting Colleagues/Helping Hands: 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 or 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.

10. Newly licensed RNs with less than one year of experience will not be permitted to float unless part of the float pool with competency co-determined by the manager and educator.

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 and in accordance with the HMH Registered Nurse Float Policy, which is incorporated here by reference.

A. In the event floating is necessary, the nurse will be assigned to a like clinical competency unit and in the order in which staff will be required to float is as follows:

1. Nurses from outside agencies or contract nurses will be required to float before bargaining unit RN's so long as such contracts permit.
2. Volunteers.
3. Per Diem* in Overtime (seniority notwithstanding)
4. Open Shifts with incentives (in order of reverse seniority)
5. Full-time and Part-time bargaining unit employees in overtime (in order of reverse seniority)
6. Per Diem (in order of reverse seniority)
7. Full-time and part-time bargaining unit employees on a rotating basis (in order of reverse seniority)

*Per Diems holding temporary positions will be treated as Core Staff.

11.02 Float Pool

The Hospital may hire full-time, part-time, and per diem employees as permanent float nurses, in accordance with the HMH Registered Nurse Float Pool policy, which shall be incorporated by reference into this Agreement. The Hospital will provide 30 calendar days notice prior to any changes to the HMH Registered Nurse Float Pool policy prior to implementation and will bargain over the effects. 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 paragraph 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 only, 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. As permitted by law, 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 classification 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 classification 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 classification, the employee may bump the least senior employee in the bargaining unit same shift and classification they are qualified to replace. The employee displaced will be offered the choice of any and all vacant positions available regardless of shift or classification. 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 classification provided they are willing to assume the shift and classification 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 classification 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 Non-Benefit-Eligible Employees
5. Part Time Benefit-Eligible Employees
6. Full Time Employees

If there is such a reduction of hours, there shall be no change in the classification 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 classification 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 PTO 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:

- A. In exchange for executing the Employer's separation and general release, 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 up to a maximum of twelve (12) weeks.
- B. In exchange for executing the Employer's separation and general release, current employees with twenty-five (25) or more years' continuous service as of January 1, 2019, shall receive one (1) week's pay for each year of continuous service with the Hospital.
- C. The content of the separation and general release will be subject to effects bargaining.
- D. 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 <https://internal-hackensackmeridianhealth.icims.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 board. New 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. 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. 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. Classification change

1. Full-Time and Part-Time employees may change (swap) their shifts and / or classification within their units without a position being posted with management's approval. Such a request shall not be unreasonably denied. For example, a Full-Time employee who wants to change his / her classification to a Part-Time Non-Benefit Eligible and a Part-Time Non-Benefit Eligible who wants to change to a Full-Time classification 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 Classification

Employees who have special extraordinary circumstances including extraordinary health and family care issues, may be moved to per diem classification 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 classification 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 classification. For the purpose of this Article, "regular use" is defined as an employee regularly working the number of hours of a Full-Time or Part-Time 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 (6) months.

ARTICLE 14. LEAVE OF ABSENCE

14.01 The Hospital's Leave of Absence Policy as it may be amended, changed or terminated from time to time, will be incorporated by reference except as modified below:

- The Leave of Absence 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
- Employees may use their frozen PTO Draw down bank and current accrued PTO bank when on an approved medical leave of absence if ESL hours have been exhausted, for all days on protected leave as per the Job Protection section below, but in no case can the employee's current accrued PTO bank drop below 80 hours..

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 a per diem classification 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.

- **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: Full-time and part-time benefit-eligible employees who are 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 the Hospital 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 the Hospital (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, grandchild, grandparent, step-mother, step-father, brother-in-law or sister-in-law and / or domestic partner, up to and including the day after the funeral. 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 and frozen 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 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:

A. PTO Eligibility and Benefit Anniversary Date

Employees are eligible for the PTO program if they are in a regular full-time or regular part-time position, with standard hours of 20 hours or more per week. Employees whose standard hours are less than 20 hours per week, have a status of Per Diem are not eligible for PTO program. For employees who hold multiple positions, on the Primary Position will be used to determine PTO eligibility and standard hours. The Benefit Anniversary Date is the date that an employee becomes eligible for PTO benefits. This is generally the same as an employee's hire date anniversary or a rehire date based on the rehire policy.

B. PTO Bank Accruals

Employees accrue PTO hours based on standard weekly hours; the accrual rate is determined by the employee's job classification, years of service and standard hours. The PTO Accrual Summary Tables can be found below. PTO used does not count toward hours worked for purposes of calculating overtime.

Years of Service	40hrs scheduled/week	36hrs scheduled/week	24hrs scheduled/week	20hrs scheduled/week
0-4 Years	160.0	144.0	96.0	80.0
5-9 Years	200.0	180.0	120.0	100.0
10-14 Years	232.0	208.8	139.2	116.0
15-19 Years	256.0	230.4	153.6	128.0
20+ Years	272.0	244.8	163.2	136.0

C. Introductory Period (Probationary Period)

Employees start accruing PTO time beginning with the first pay period of the month on the 91st day of employment. HMH will prorate, on a daily basis, so employees may accrue PTO in the pay period where the 90th day falls. Employees may begin to use PTO on their 91st day of employment, provided they have successfully completed the Introductory Period, inclusive of any extension, drawing from Yet to Be Earned PTO accruals and going into a negative balance. Employees may not take PTO during their Introductory Period.

D. Accrual When Not Working

Employees out on a leave of absence will not accrue PTO time after the first thirty (30) days of absence.

E. Use of PTO Bank Accruals During the Employee's Benefit Anniversary Year

HMH supports employees to use their full PTO accruals for their well-being. During an employee's benefit anniversary year, it is expected that employees will work with their supervisors to schedule time off. Employees are responsible for monitoring and managing their PTO time so they use the full allocation during the year. Employees are allowed to draw from Yet to Be Earned PTO accruals and have a negative balance as long as they manage their time off to go back into a positive balance by the end of their anniversary year.

On their benefit anniversary date, employees can carry over from one year to the next. Employees regularly scheduled to work 40 hours per week can carry over up to eighty (80) hours of PTO time (carry over limit for other employees is pro-rated by standard weekly hours). See below for examples:

Employees regularly scheduled to work:

Regularly Scheduled Work Hours (FTE)	PTO Carryover
40 hours per week (FIE 1.0)	80 hours
36 hours per week (FTE 0.9)	72 hours
32 hours per week (FTE 0.8)	64 hours
28 hours per week (FIE 0.7)	56 hours
24 hours per week (FTE 0.6)	48 hours
20 hours per week (FIE 0.5)	40 hours

Any excess is forfeited. In unusual circumstances where the employee attempted to take their PTO but it was not approved due to patient/department needs, the Director can request an exception which must be approved by the responsible VP and the Chief HR Officer.

For purposes of this Article, exceptions may be requested if employees demonstrate that they have regularly submitted PTO requests throughout the year that have been denied. Employees should work with their supervisors to initiate the request.

F. Drawing from the PTO Bank

PTO from the PTO Bank can be either scheduled or unscheduled. Unscheduled absences include any absence not previously authorized by a supervisor. Whether an absence from work is scheduled or unscheduled, the time is deducted from the accrued time in the employee's PTO Bank.

Non-exempt employees may use time from their PTO bank in hourly increments. Exempt employees may only use their PTO bank in hourly increments when on an intermittent leave of absence; otherwise, they must use time from their PTO bank in full day increments.

The first three (3) days of a scheduled or unscheduled absence due to reasons described in the ESL Policy are generally deducted from the employee's PTO Bank. Exceptions to this rule are outlined in the ESL Article. The fourth day of absence, and any subsequent consecutive scheduled days of absence due to a related illness or injury, will be deducted from the employee's ESL (see ESL policy).

All employees regularly scheduled to work the evening or night shift as documented in the shift field in PeopleSoft Leader Self Service will have their normal shift differential included in PTO.

HMH will use a draw down process by creating a "frozen" PTO bank for the carry-over of PTO hours from the legacy programs. The following table provides the draw down timeline:

Number of Frozen Bank PTO Hours Used As of March 23, 2019	Date by which PTO Must Be Taken
Up to 80 hours	April 1, 2020
81 - 160 hours	April 1, 2021
161 - 240 hours	April 1, 2022
241 - 320 hours	April 1, 2023
321 hours and above	April 1, 2024

Employees' available absence balances will be posted on the MyWay site, including any balance in the frozen draw down PTO bank. When an employee takes PTO time through the MyWay site, they will indicate which PTO bank they want to use: their regular PTO time or their frozen draw down PTO time.

Employees with a frozen draw down bank should begin planning with their leader how they will take the draw down hours during the transition period. This will assist the leader in assuring the employee is able to take their time and the needs of the department are met. Employees who are on approved short-term disability during their draw down period may use their frozen draw down PTO bank hours to supplement disability payments and get paid up to 100%. Hours in the frozen draw down bank not taken in the time period outlined above will be forfeited. In unusual circumstances where the employee attempted to take their draw down PTO but it was not approved due to patient/department needs, the Director can request an exception which must be approved by the responsible VP and the Chief HR Officer.

The Employer will provide the Union with a report of bargaining-unit member PTO balances on a quarterly basis.

G. Change of Employment Status

Employees changing status from part-time benefit-eligible to full-time benefit-eligible or vice versa will have their accrued PTO calculated and adjusted at the time of the status change. Changes in PTO Plans (Plan 0, 1, 2, or 3) affected by promotions or demotions will be adjusted at the time of the status change. Benefit Anniversary dates are not affected by these changes.

PTO for employees who transfer from a full-time to benefit-eligible part-time status will have 2 PTO banks:

- A "frozen PTO Bank" of time accrued when the employee was full-time.
- A regular PTO bank for accruals starting when the employee transfer to their part-time status. This bank will be subject to the normal accrual limits for the level of standard worked hours.

When changing from full-time to part-time status, the full-time "frozen bank" will be available for use for a period of one year, which if not used during that period, will be forfeited. When an employee takes PTO time, their regular PTO bank will be accessed first, followed by the "frozen" full-time bank.

Employees going from a benefit-eligible to a benefit-ineligible status will have all accrued unused PTO hours up through the date of the status change paid out. Any used PTO hours in excess of the allotted accrual rate will be deducted from the employee's paycheck in accordance with State and Federal law.

Non-benefit-eligible employees who change status to benefit-eligible will begin accruing PTO hours after 90 days from the date of their status change. They will start at the PTO accrual level commensurate with their tenure level at HMH.

H. Termination

PTO eligible employees who terminate after completing their ninety (90) days of employment will receive pay for all PTO accrued but unused through the date of termination with proper notice of at least four (4) weeks. PTO and earned legal holiday hours will not be paid to an employee whose employment is terminated in connection with disciplinary action.

In the pay period that covers a termination date, PTO will be prorated based on a 8-hour calendar days.

If the employee terminates and has taken more PTO hours than he/she has accrued, these hours are to be deducted from the employee's final paycheck.

15.02 Earned Sick Leave

Employees are eligible for earned sick leave pursuant to the New Jersey Paid Sick Leave Act, as may be amended from time to time.

A. ESL Program

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 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.

B. ESL (Earned Sick Leave) Bank

- All eligible employees will have a regular accrued ESL bank
- Some employees may have an additional "frozen" ESL bank with hours accrued prior to 12/16/2018

MSB (Meridian Historical Sick Bank) - ONLY for a selected group of employees in the South Region who had time converted as of December 31, 1997 to a cash value, based on prior policies for JSUMC employees hired before 12/1/88 or OMC or RMC employees with 10 or more years of service as of the 1998 calendar year. This benefit is available only to the participants upon termination.

C. ESL Eligibility and Benefit Anniversary Date

Employees are eligible for the ESL program if they are in full-time or part-time status. Employees in a Per Diem status are not eligible for ESL. The Benefit Anniversary Date is the date that an employee becomes eligible for ESL benefits. This is generally the same as an employee's hire date anniversary, but could be a rehire date.

D. ESL Bank Accruals

Eligible employees accrue ESL hours on an hourly basis for each standard hour: the accrual rate is .03333 of ESL for each hour worked. The maximum hourly accrual is 40 hours. Employees accrue ESL hours while receiving payment for Regular Hours and Overtime hours. ESL is paid at the employee's regular rate of pay. All employees regularly scheduled to work the evening or night shift as documented in the shift field in PeopleSoft Leader Self Service will have their normal shift differential included in ESL. ESL hours do not count toward hours worked for purposes of calculating overtime.

- Effective October 29, 2018, all eligible employees who have not previously earned ESL will begin to accrue earned sick leave, and will be eligible to use earned sick leave beginning on the 90th calendar day thereafter.
- For employees who are hired on or after October 29, 2018, earned sick leave begins to accrue on the date of their employment and are eligible to use earned sick leave beginning on the 90th calendar day thereafter.
- Employees converting to a benefit-eligible status (i.e., Per Diem moving to regular full-time) will begin accruing ESL on the day of their status change and are eligible to use earned sick leave beginning on the 90th calendar day thereafter.

E. Annual Carryover of ESL and Maximum ESL Banks

On the Benefit Anniversary Date, employees can carry over from one year to the next, up to forty (40) hours of ESL. Full-time employees (regularly scheduled 40 hours per week) can accrue a maximum ESL bank of 400 hours. The maximum ESL bank for full-time employees scheduled to work 36-39.99 hours per week and part-time employees is pro-rated based on weekly standard hours.

F. Drawing from the ESL Bank

Time off from the ESL Bank can be either scheduled or unscheduled. Reasons for use of ESL will be in accordance with the ESL Policy.

Non-exempt employees may use time from their ESL bank in hourly increments. Exempt employees may only use their ESL bank in hourly increments when on an intermittent leave of absence; otherwise, they must use time from their ESL bank in full day increments.

For employees who are also eligible for PTO, the first three (3) consecutive days of a scheduled or unscheduled absence due to reasons described above are generally deducted from the employee's PTO Bank (exceptions are outlined below). If the employee does not have accrued PTO but has "Yet to be Earned" PTO hours, the employee will be paid from the "Yet to be Earned" PTO bank and go into negative balance (see PTO policy). The fourth day of absence, and any subsequent consecutive scheduled days of absence will be drawn from the employee's ESL bank. Exceptions that allow immediate access to ESL banks from 1st day out are:

- Inpatient hospital stay;
- Same day surgery (including post-operative recovery time)
- Procedures under conscious sedation (i.e. colonoscopy, etc.);
- Workers' compensation;
- Temporary disability; and
- Absences required for special treatment of chronic illness such as dialysis for renal disease and chemotherapy for cancer.

If an employee exhausts the time in his/her regular accrued ESL bank and has a Frozen ESL, the employee may utilize available time in that bank.

If the PTO Bank is depleted, the first three (3) days of absence due to reasons described above will be drawn from the ESL and then the Frozen ESL.

For employees who are not eligible for PTO but are eligible for ESL, all absence due to reasons described above, will be deducted from the employee's ESL. If the ESL bank is exhausted, the time will be unpaid.

G. Scheduling ESL

If an employee's need to use ESL for the reasons described above is foreseeable, the employee is required to provide seven calendar days' notice to their manager of the intention to use the ESL, and its expected duration. The employee is expected to make every reasonable effort to schedule the use of ESL in a manner that does not unduly disrupt the operations of the department. If the use of ESL is not foreseeable, the employee is required to notify their manager as soon as possible of the intention to use ESL.

Use of ESL for three or more consecutive days is managed by HMH's Absence Management Administrator. These absences may require reasonable documentation that the leave is being taken for the purpose permitted. For specific policies on Leaves of Absence, please refer to the Leaves of Absence policy. For specific policies on Worker's Compensation, please refer to the Worker's Compensation policy.

H. Change of Employment Status

Employees going from an ESL benefit-eligible to an ESL benefit-ineligible status (Per Diem) will stop accruing ESL. The employee's ESL bank will remain frozen. If the employee returns to an ESL benefit-eligible status, the accrued ESL bank will be restored.

Employees who terminate from HMH will have their ESL balances kept in the system for 120 days. If the employee returns to employment within 120 days, they will have their accrued ESL bank restored and begin accruing ESL hours on the first pay period of their rehire. Employees who terminate from HMH and return to employment after 120 days will accrue ESL as any other new hire with the appropriate introductory period.

I. Termination

ESL and the Frozen ESL are not terminal benefits and no accrued ESL hours are paid out upon termination, with the exception of the Meridian Sick Bank described above.

ARTICLE 16. TUITION ASSISTANCE

Employees shall be entitled to tuition reimbursement in accordance with the Hospital's Tuition Assistance Policy which shall be incorporated by reference into this Agreement. The Hospital will provide at least sixty (60) calendar days' notice of any substantial changes to the Tuition Reimbursement Policy prior to implementation and will negotiate over the effects. The tuition assistance amounts will not be reduced during the term of this agreement.

1. Full-time up to 100 % reimbursement for each course to a maximum of \$5,250.00 per calendar year as defined by policy.
2. Part-time benefit-eligible up to 100 % reimbursement for each course, up to a total maximum of \$2,625.00 per calendar year as defined by policy.

These monetary amounts will not be reduced during the life of this agreement.

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

ARTICLE 17. INSURANCE/BENEFITS:

17.01 Benefits

Benefit plans applicable to non-bargaining unit Medical Center employees shall be made available to employees represented by the Union as listed below, as they may be amended or changed in accordance with their terms. The Employer agrees to offer to bargaining-unit employees the same Health Insurance, Group Term Life Insurance and Accidental Death and Dismemberment Insurance, Prescription Drug Plan, Dental Plan, Vision Plan, Short-Term Disability and Long-Term Disability benefits that it provides to Medical Center non-bargaining unit employees. The parties agree that the specific provisions and procedures governing eligibility, enrollment, benefit coverage, co-pays and employee premium co-shares of these plans shall be the same as the plans for the Medical Center's bargaining unit and non-bargaining unit represented 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. If members' over all premium costs increase due to total plan changes by more than 15% in any given year, the HPAE 2020 bargaining committees will meet after the January 1st implementation, if requested, to bargain concerning potential cost mitigation. Information requests concerning benefit plans for this purpose shall be limited to summary plan descriptions plan designs, and employee plan designation.

17.02

- A. Bargaining-unit employees enrolled in the health plans, except for the Out of Area plan, shall have the right to use Network hospitals and physicians when no service or physician exists to treat the acute or chronic disease at Hackensack Meridian facility and shall be covered at the inner circle level. For all plans that cover out-of-network, except for the Out of Area plan, if no in-network provider is available, the out-of-network provider shall be covered at the inner circle level. Approval shall not be required on an ongoing basis when treating the same acute or chronic disease, unless there is a significant change in diagnosis or treatment plan.
- B. Bargaining-unit employees enrolled in the health care plan who are unable to access a primary care physician, specialist or radiology services within 50 miles (as determined by online driving distance programs such as MapQuest, WAZE, etc.) of the bargaining-unit employee's home, who accepts Hackensack Meridian's inner circle health plan, shall have the option to see a primary care physician, specialist, or have radiology services that is in-network at inner circle benefit level. Members must obtain prior approval under the tier elevation process.
- C. In the event that there is no option for a second opinion from an inner circle physician group, then the bargaining-unit employees shall have the option to obtain a second opinion from an in-network physician group, at the inner circle benefit level in accordance with the plan they selected.
- D. Bargaining-unit employees enrolled in Hackensack Meridian's health plan who use a Hackensack Meridian facility for a "true emergency" or inpatient services, shall not be responsible for the in-network or out-of-network cost incurred due to a physician at the facility who is not a participant in the health plan at inner circle levels.
- E. Bargaining-unit employees will have access to resources who can assist employees with bills, claims, paperwork, denials and appeals relating to coverage.
- F. HMH will provide tools and resources, including in person health insurance liaisons at the time of enrollment.
- G. HMH will provide 100% lab benefit at HMH Network facilities. As long as LabCorp remains part of the inner circle, HMH will provide 100% lab benefit at all New Jersey-based LabCorp facilities (within a hospital or free standing).

17.03 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 (full-time, part-time benefit-eligible and part-time non-benefit-eligible) who vote, the Employer shall facilitate the payment of a monthly mandatory employee contribution of \$.20 per paid hour to the HPAE Retiree Medical Trust for each full-time, part-time benefit-eligible and part-time non-benefit-eligible 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 full-time, part-time benefit-eligible and part-time non-benefit-eligible 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

For purposes of this Section 17.03 only, 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 classification, 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:

I. 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 17.03 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. RETIREMENT:

Eligibility and terms for the benefits described in this Article 18 are set forth in the plan documents for each benefit plan. If there is any conflict or inconsistency between the plan language and this Agreement, the plan language shall control.

A. 403 (b)

Effective January 1, 2019 there will be a moratorium on benefit accrual for the 403 (b) Benefit Plan. All Bargaining-Unit Employees enrolled in the plan maintain all rights under the law, with respect to the plan, including the option to borrow against it.

B. 401 (k)

Effective January 1, 2019, the Employer will offer the same 401(k) plan benefit for all eligible bargaining-unit employees, as it does for non-bargaining unit employees.

- i. Auto-Enrollment - Employees will be automatically enrolled at 3% of pay contribution. Employees may change the amount higher or lower or opt-out.
- ii. Auto-Escalation - Employees' contribution will automatically increase by 1% of pay each year up to 6% of pay. Employees may change the amount higher or lower or opt-out.
- iii. The Employer will make a Core Contribution of 1.5% of pay, the first such contribution occurring in the first quarter of 2020. The Employer will match employee contributions, as applicable, at the following rate: 100% on the first 2% of pay contributed by eligible employees and 50% on the next 3% of pay contributed by eligible employees.
- iv. Eligibility: All Employees who work at least 1,000 hours in the year (including Per Diems) are eligible for matching and who are employed at the end of the calendar year will be eligible for the Core Contribution at the end of each calendar year. Employees who worked at least 1,000 hours in a prior year will be eligible for matching contributions in each year.

v. Employees are vested after 3 years of working at least 1,000 hours, inclusive of current seniority.

Any changes made to the Medical/Rx, Dental, Vision, Life Insurance, LTD, 403(b), 401(k) 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 Employees are responsible for reporting changes in personal data to the Human Resources Department.

Internal Requests:

Current employees requiring specific information relevant to the performance of their job will be permitted access to documents in their personnel file, as permitted by law. Employment records may be viewed by employees upon request and in the presence of a Human Resources Department representative. In the event employees believe their records have incorrect or incomplete information, they may submit a written response or explanation which will be included in the file. No record of any disciplinary action shall be placed in an employee's file without their knowledge. Employees who are actively employed can request copies of any document in their file, as permitted by law. Such copies will be made at a cost of \$.25 per page.

All written memoranda of conferences and/or disciplinary actions shall remain in the team member's file but shall not be used for purposes of progressive discipline in accordance with the Guidelines for Cooperation and Discipline once twelve (12) months has elapsed from the date of the last warning (Level I infraction), except for suspensions which are sustained.

External Requests:

Verification or release of personal employee information to outside sources may be supplied only if authorized in writing by the employee (i.e., mortgages), required by a valid legal process (i.e., court order or subpoena), or requested on an emergency basis by law enforcement officials. With respect to job reference requests, responses to such inquiries will confirm only dates of employment, job title, and verification of salary. Reporting of information on clinical team members is subject to guidelines outlined by the Health Care Professional Responsibility and Reporting Enhancement Act (HCPREA).

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 committees indicated below. The employees shall not lose time nor pay as a result of attending Safety Committee meetings. The committees shall meet on a quarterly basis.

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

B. The Hospital'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.

21.05 Parking: four (4) parking spaces shall be reserved near an area that is well lit close to a twenty-four (24) hour employee entrance. On-call employees will be provided with individually numbered on-call placard and are required to display on rear view mirror when parking in the designated on-call parking spaces.

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.

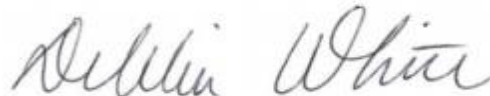
6. The obligations of the Union, and its officers, agents and representatives are in addition to any other obligation imposed by law or any other remedy, liability or right provided to the Hospital by applicable law.

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 May 15, 2023.

SOUTHERN OCEAN MEDICAL CENTER

HEALTH PROFESSIONALS AND
ALLIED EMPLOYEES, AFT/AFL-CIO, LOCAL
5138



Mildred Patrick, Chief Nursing Officer,
SOMC

Debbie White, President, HPAE



Nancy Corcoran-Davidoff, EVP Chief
Experience & Human Resources Officer

Anna Pona, RN, BSN, CRN, President,
Local 5138



Alice Howarth, RNC-OB, MSN,
Secretary-Treasurer, Local 5138

APPENDIX B - Rates of Pay

The below new wage scale and compensation system is proposed to address the staffing and retention needs of both hospitals, while providing wage increases for greater years of experience. As a result, as part of this new wage scale, the Hospital proposes to sunset the extra shift and critical shift differentials at a time to be determined later by the hospital. The Hospital will provide 30 calendar days notice and will bargain over the effects prior to the aforementioned changes. In order to determine an RN's new base hourly rate for RNs employed as of the date of ratification, the Hospital identified the current base hourly rate, plus 1.5% HMH recognition bonus effective 5/17/2020; increased by 3% add in current rate pay components (including, float pool, BSN, MSN, Certification and C.A.R.E.), less new \$5 float pay and per diem pay component, if applicable. The Hospital then compared the result from the above to the new wage scale and took the greater of the two base hourly rates, which would become the RN's new 2020 base hourly rate. Finally, the Hospital then added in the new \$5 float or Per Diem pay component, if applicable.

*This new base wage rate is exclusive of the 1% or 1.5% HMH Recognition Pay Increase, which will be added onto the new base wage rates.

** An RN's years of international experience are not included.

Years of Experience**	Current RN Base Wage	New RN Base Wage*	M314B- Performance Improvement Quality Coordinator
0	\$28.63	\$37.26	\$38.34
1.	\$29 .20	\$39.65	\$40.80
2.	\$29.79	\$40.05	\$41.21
3 .	\$30.38	\$40.45	\$41.62
4.	\$30.99	\$40.85	\$42.03
5 .	\$3 1. 61	\$41.26	\$42.45
6.	\$32.24	\$41.67	\$42.88
7 .	\$3 2.89	\$42 .09	\$43.31
8.	\$33.54	\$42.51	\$43.74
9.	\$34.22	\$42.93	\$44.17
10.	\$34.90	\$43.36	\$44.61
11.	\$35.60	\$43.80	\$45.07

12.	\$36.31	\$44.24	\$45.53
13.	\$37.04	\$44.68	\$45.98
14.	\$37.78	\$45.12	\$46.43
15.	\$38.65	\$45.58	\$46.90
16.	<i>N/A</i>	\$46.03	\$47.37
17.	<i>N/A</i>	\$46.49	\$47.84
18.	<i>N/A</i>	\$46.96	\$48.32
19.	<i>N/A</i>	\$47.43	\$48.80
20.	<i>N/A</i>	\$47.90	\$49.29
21.	<i>N/A</i>	\$48.38	\$49.78
22.	<i>N/A</i>	\$48.86	\$50.27
23.	<i>N/A</i>	\$49.35	\$50.78
24.	<i>N/A</i>	\$49.85	\$51.29
25.	<i>N/A</i>	\$50.34	\$51.80
26.	<i>N/A</i>	\$50.85	\$52.32
27.	<i>N/A</i>	\$51.36	\$52.85
28.	<i>N/A</i>	\$51.87	\$53.37
29.	<i>N/A</i>	\$52.39	\$53.91
30.	<i>N/A</i>	\$52.91	\$54.44

APPENDIX C - PER DIEM PAY SCALE

Per Diems will receive the base rate based on their years of experience, plus the \$5/hr. Per Diem pay component.

Years of Experience	Rate of Pay
0	\$37.26
1	\$39.65
2	\$40.05
3	\$40.45
4	\$40.85
5	\$41.26
6	\$41.67
7	\$42.09
8	\$42.51
9	\$42.93
10	\$43.36
11	\$43.80
12	\$44.24
13	\$ 44.68
14	\$45.12
15	\$45.58
16	\$46 .03
17	\$46.49
18	\$46.96
19	\$47.43
20	\$47.90
21	\$48.38
22	\$48.86
23	\$49.35
24	\$49.85
25	\$50.34
26	\$50 .85
27	\$51.36
28	\$51.87
29	\$52.39
30	\$52 .91

APPENDIX D- CLINICAL LADDER PROGRAM

PURPOSE:

1. Reward and recognize exemplary professional practices
2. Provide additional opportunities for growth and advancement
3. Acknowledge clinical expertise at the bedside/clinical setting

OBJECTIVES:

- To **enhance patient care** through clinical excellence.
- To **improve job satisfaction**, encourage recruitment, aid retention efforts, and to improve the nurse's engagement to the institution.
- To provide opportunities to **enhance professional development** and encourage the development of clinical expertise.
- To **provide an outcomes-based model** that accurately demonstrates the expertise of the bedside nurse.

FIVE Components to Climbing the Ladder

1. Transformational Leadership
2. Structural Empowerment
3. Exemplary Professional Practice
4. New Knowledge, Innovation, and Improvements
5. Clinical Practice Exemplars

Who is Eligible?

- RN's who volunteer to participate in the Clinical Ladder program for professional growth and development
- Staff Nurse RNs with standard work hours of 20+ hours/week (Full-Time or Part-Time)
- Levels II, III and IV require:
 - Satisfactory Performance Appraisal
 - Manager Endorsement
 - No disciplinary actions within 12 months

Criteria - Level II

- 1+ years of clinical experience*
- BSN in progress*
- Obtain a minimum of **3 points** in each of the 5 Components. No more than 5 points will be credited in each category.
- Total of **20 points** earned

*Note: Current team members on a clinical ladder programs prior to May 2020: Current education and experience will be recognized to maintain your current ladder level as long as you meet all the other requirements for the ladder. Those team members will not be able to move up unless the new education and experience requirements are met for the next level.

Criteria - Level III

- 3+ years of clinical experience*
- BSN completed*
- Must obtain a minimum of **6 points** in each of the 5 Components. No more than 10 points will be credited in each category.
- Total of **35 points** earned

*Note: Current team members on a clinical ladder programs prior to May 2020: Current education and experience will be recognized to maintain your current ladder level as long as you meet all the other requirements for the ladder. Those team members will not be able to move up unless the new education and experience requirements are met for the next level.

Criteria - Level IV

- 5+ years of clinical experience*
- Nationally Certified
- MSN*
- Must obtain a minimum of **9 points** in each of the 5 Components. No more than 15 points will be credited in each category.
- Total of **50 points** earned

*Note: Current team members on a clinical ladder programs prior to May 2020: Current education and experience will be recognized to maintain your current ladder level as long as you meet all the other requirements for the ladder. Those team members will not be able to move up unless the new education and experience requirements are met for the next level.

COMPENSATION

- Annual payment each July (prorated based on scheduled hours).
 - Level II: \$1,000
 - Level III: \$2,500
 - Level IV: \$4,000

First payment is scheduled for July 2021

Note: Any amounts paid for a Clinical Ladder prior to harmonization have been factored into the new base rates. We wanted to make sure that hourly base rates will be at or better than before!

Existing Clinical CARE Participants

- Recognition of Education and Experience:
 - Current education and experience recognized as per the table below to maintain current ladder level. (Note: this is applicable for both the initial application and renewal applications)
 - **RN must meet all other requirements/total points to qualify to maintain current ladder level.**
 - Cannot advance to next level until new education and experience requirements are met for the next level

New Program	Current C.A.R.E. SOMC
Level I	Level I
Level II	Level II
Level III	Level III
Level IV	Level IV and Level V

How Is It Administered?

Each campus will have a committee with a Chair, Co-Chair and Coordinator

Applications accepted biannually

- May increase to quarterly based on volume
- Advancement will follow upon acceptance
 - Allow up to 2 months for processing

How Often Can I Advance?

- Clinical Levels are renewed every 3 years
- RNs may apply to advance to another Level every 12 months
 - Assumes criteria is met
 - Levels II, III and IV must have:
 - o Satisfactory Performance Appraisal and Manager Endorsement.
 - o If applicable, the most recent peer review attestation form
 - o Up to date Resume/CV
 - o No disciplinary actions within 12 months.

New Hires

- Starts Level I
- After successfully completing probationary period

Experienced nurses can:

- Apply for Level II post-probationary period
- Apply for Level III or IV after 12 months of continuous employment. (applications may be started immediately)
- New graduate RNs must wait 12 months to apply for Level II

Local Campus Collaboration

- Construct the clinical ladder infrastructure at each campus, ensuring each location has a Chair, Co-Chair and Clinical Ladder Coordinator.
- In addition, Registered Nurses will participate in the creation of program bylaws and program administration.

No Appendix E

No Appendix F

APPENDIX G - HMHSCHEDULING PROGRAM CALENDAR

Period start date	Request due	Apply cyclics	self schedule	pre posting	Approve	Schedule	schedule
			Closes Thursday @	Closes Wednesday	pre postings	due	posted
	Thursday	Friday	12:01 AM	12:01 AM	Wednesday	Sunday	Sunday
			Sunday - Wednesday	Sunday - Tuesday			
Jan 27 2019 - Feb 23 20	Dec 6th	Dec 7th	Dec 9 - Dec 12th	Dec 16 - Dec 18th	Dec 19th	Dec 23rd	Dec 23rd
Feb 24 2019 - March 23	Jan 3rd	Jan 4th	Jan 6 - Jan 9th	Jan 13 - Jan 15th	Jan 16th	Jan 20th	Jan 20th
Mar 24 - April 20th	Jan 31st	Feb 1st	Feb 3 - Feb 6th	Feb 10 - Feb 12th	Feb 13th	Feb 17th	Feb 17th
April 21 - May 18th	Feb 26th	Mar 1st	Mar 3 - Mar 6th	Mar 10th - Mar 12th	Mar 13th	Mar 17th	Mar 17th
May 19 - June 15	Mar 28th	Mar 29th	Mar 31st - April 3rd	April 7th - April 9th	April 10th	April 14th	April 14th
June 16th - July 13th	April 25th	April 26th	April 28th - May 1st	May 5th - May 7th	May 8th	May 12th	May 12th
July 14th - Aug 10th	May 23rd	May 24th	May 26th - May 29th	June 6th - June 4	June 5th	June 9th	June 9th
Aug 11 - Sept 7th	June 20th	June 21st	June 23rd - June 26	June 20th - July	July 3rd	July 7th	July 7th
Sept 8 - Oct 5th	July 18th	July 19th	July 21st - July 24th	July 28th - July 31	July 31st	Aug 4th	Aug 4th
Oct 6th - Nov 2nd	Aug 15th	Aug 16th	Aug 18 - Aug 21st	Aug 25th - Aug 2	Aug 28th	Sept 1st	Sept 1st
Nov 3 - Nov 30th	Sept 12th	Sept 13th	Sept 15th - Sept 18th	Sept 22nd - Sept	Sept 25th	Sept 29th	Sept 29th
Dec 1 - Dec 28th	Oct 10th	Oct 11th	Oct 13th - Oct 16th	Oct 20th - Oct 22	Oct 23rd	Oct 27th	Oct 27th

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.

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5138



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Nancy Corcoran-Davidoff, EVP Chief
Experience & Human Resources Officer



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Local 5138

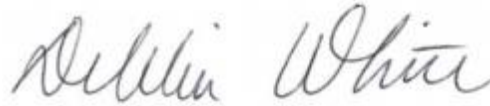
SIDE LETTER 2

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.

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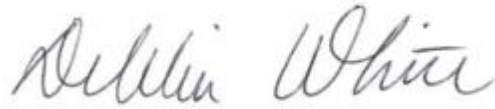
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SIDE LETTER 3

This will confirm the parties understanding that decisions of the Clinical Ladder 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.

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SIDE LETTER 4

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.

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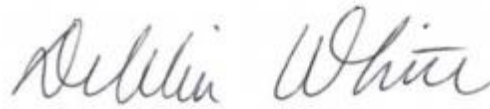


SIDE LETTER 5

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 the 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.

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SIDE LETTER 6

1. An employee in a bargaining-unit position with (HPAE Local 5030) Palisades Medical Center who transfers to a posted bargaining unit position at (HPAE Local 5097) the Harborage, (HPAE Local 5058) Jersey Shore University Medical Center or (HPAE Local 5138) Southern Ocean Medical Center shall maintain his or her bargaining -unit seniority at 100%.
2. Once an employee has been granted a position at the Palisades Medical Center, Harborage , Jersey Shore University Medical Center or Southern Ocean Medical Center, the transfer shall occur within four (4) weeks, unless an extension beyond that period of time has been mutually agreed upon. Such employee shall be treated as an internal transfer and shall have access to all provisions of the applicable CBA.
3. Salary and benefits offered shall be consistent with the new division's applicable CBA, current programs, and all eligibility rules of such plans.

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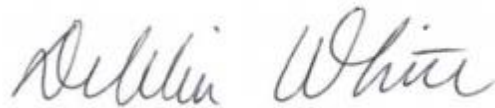
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SIDE LETTER 7

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

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SIDE LETTER 8

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:

1. The parties agree to the plan, April 27, 2015 notice to the union (attached)
2. Notwithstanding the contract language Article 13. 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.
3. All other provisions of the CBA and Article 12 shall apply.
4. This is not precedent setting.

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SIDE LETTER 9

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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SIDE LETTER 10 - 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 7.04H

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 9.08D.

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SIDE LETTER 11 - 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 the HMH Scheduling Program.

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

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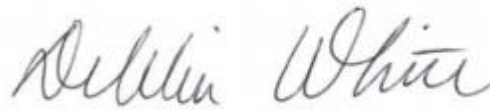
SIDE LETTER 12 - Staffing Committee

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.

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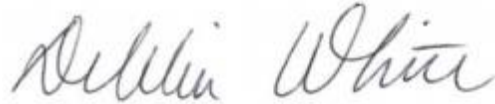
Anna Pona, RN, BSN, CRN, President,
Local 5138

SIDE LETTER 13 - Medical Mission

Full-time and part-time employees (up to two (2) in a given calendar year) may request up to a 1-week unpaid leave of absence once a year to serve as a volunteer on a medical mission administered by a verified non-profit organization. Eligible employees may use their accrued but unused PTO.

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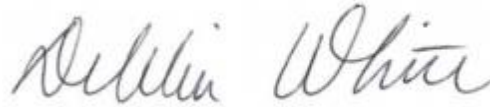
SIDE LETTER 14 - April 1, 2019 Implementation Date

The CBA Articles and policies listed below go into effect on April 1, 2019. The applicable provisions of the Articles below, found in the 2017-2018 CBA, will remain in effect until that date.

- Monetary Benefits
 - o 10.05-10 .07: Holidays
 - o 15.01: Paid Time Off
 - o 15.01: Earned Sick Leave
- Absenteeism and Lateness policy
- Guidelines for Cooperation and Discipline policy
- Recording Hours and Meals policy
- Work Breaks and MealBreaks policy
- Overtime rules listed in Article 9.02 Premium Compensation Rate

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SIDE LETTER 15 - Staffing

It is the Medical Center's intent to fill the following open positions to address the Union's staffing concerns during negotiations in the following areas within one hundred eight (180) days of ratification:

- 3 RNs ED
- 1 RN Float Pool
- 3 RNs ICU
- 1 RN MCH
- 3 RNs MS
- 2 RNs Mancini
- 1 RN Periop

- A. In the first quarter of 2019 the Hospital will notify the Union if a per diem position will be converted to a full-time or part-time position in a particular unit. The per diem currently filling the position to be converted and who is in good standing will be selected to fill the resulting full-time or part-time position without regard to the selection process in the contract. If two or more per diems in the subject unit express interest, then the normal selection process will be used to select the successful applicant. This process will only apply to positions identified by the Hospital in the first quarter of 2019.

This Section B will sunset on April 30, 2019, unless mutually agreed by both parties.

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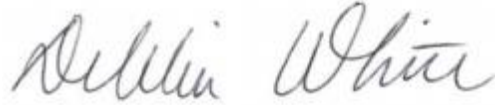
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SIDE LETTER 16- Wage Adjustment/Performance Improvement Quality Coordinator

Incumbents in the role Performance Improvement Quality Coordinator will receive a 5% wage adjustment to address the transition from non-exempt to exempt status. The adjustment will go into effect on December 30, 2018 with a pay date of January 18, 2019.

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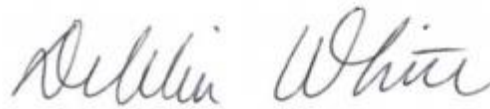
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SIDE LETTER 17 - Floating

HMH Nursing leaders assure that registered professional nurses provide nursing care to patient commensurate with their scope of practice. To that end, within 30 days of contract ratification an adhoc council will be formed and lead by hospital nursing leadership and will include members of the clinical nursing staff, including the Local 5138 President of HP AE, or their designee, to participate in the development of guidelines for floating of nurses within their clinical competence area of practice.

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SIDE LETTER 18 - New Wage Scale Appeal Process

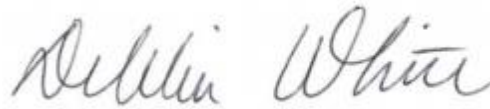
RN Years of Experience Compensation Program

SOMC RN Years of Experience Survey Results & Implementation

- The final survey results and RN YOE files will be provided to the union on June 23, 2020. The file will include all RN survey results up to May 20, 2020.
- RNs will be notified of either their new hourly pay rate effective July 12, 2020 (pay date July 31) or that they have not completed the YOE survey and, therefore, a new hourly pay rate cannot be provided for July 12, 2020.
- If there's disagreement with RN pay rate, RNs with new pay rate effective date of July 12th may file an appeal to HMH HR by July 30, 2020. RNs with new pay rate effective date of July 26th may file an appeal to HMH HR by July 30, 2020. Such appeals will not be considered unless they are accompanied by an attestation form.
- After such appeals have been filed, the parties will mutually agree on a time to meet and review each of the appeals.
- After this appeal and review process has been completed, the parties will certify the list of current employees' years of service and all years of services and rates of pay will be final.

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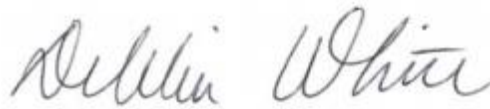
SIDE LETTER 19 - Pandemic Side Letter

At the start of any Pandemic the Hospital shall provide the Union with relevant information within a reasonable timeframe. The Union understands that the employer's resources may be strained during these crises and will exercise reasonable restraint when asking for information.

To aid these discussions, the Hospital leadership may designate a point of contact for the Union. Similarly, at the start of the pandemic, HP AE will designate a point of contact who will represent all of the HP AE locals in the aforementioned process and will serve as the conduit of all relevant information. Any concerns that HP AE or its locals may have will be presented by this representative to HMH's designee. The parties will agree on the appropriate format for the exchange of information at the outset of the pandemic.

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