

Agreement between
Health Professionals and Allied Employees
AFT/AFL-CIO

and

Englewood Hospital & Medical Center

June 1, 2024 – May 31, 2027

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AGREEMENT

AGREEMENT between (1) **The Englewood Hospital and Medical Center**, 350 Engle Street, Englewood, New Jersey, 07631, (herein called "Employer") and (2) **The Health Professionals and Allied Employees, AFT, AFL-CIO**, 110 Kinderkamack Road, Emerson, New Jersey, 07630, (herein called the "Union").

1. AGREEMENT SCOPE

This Agreement covers each employee licensed or otherwise entitled to practice as Registered or Licensed Practical Nurse (herein called "employee"), employed by Englewood Hospital and Medical Center in a staff position, each specified in the National Labor Relations Board Certificate of Representation dated October 10, 1974, and excluding unlicensed nurse interns and those classes set forth in said certificate as not being represented by the bargaining agent herein. Registered Nurses assigned informatics-type functions such as: design, implementation, user education, maintenance and utilization of data and clinical applications as well as direct patient care shall be included in the Bargaining Unit. The position previously known as Telehealth Coordinator shall be included within the Bargaining Unit. The positions of Manager of Disease Management in the Home Health Care Department and Emergency Department System Administrator/Educator will remain management positions.

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

The bargaining unit employees (including charge nurses and/or care managers) 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.

Supervisors may perform bargaining unit work consistent with past practice.

2. UNION STATUS

2.01 Recognition.

The Employer recognizes the Union as the exclusive collective bargaining representative of every employee covered by this Agreement.

The Employer shall on October 20, February 28 and June 30 of each year, provide the Union with a complete and alphabetized list of bargaining unit employees. Such list shall include name, employee ID number, address, unit, status, classification and shift.

The Medical Center will forward to the Union monthly the following information for new employees: name, employee ID number, address, job classification, status, shift and unit assignment. The Medical Center also will

forward to the Union monthly any permanent change of name, address, job classification, status, shift and unit assignment. A separate list for new hires and terminations shall be sent and include name, unit, status and shift. The information described above will be sent on or before the 15th day of each month and will include changes occurring through the end of the immediately preceding month. Additionally, upon request as to any particular new employee, the Medical Center will forward to the Union the RN Experience Worksheet for that new employee.

The Medical Center shall provide via electronic transmission or on computer discs the following information (all lists will include the employee ID number):

1. Lists of bargaining unit employees as required by section 2.01, paragraph 2.
2. Data regarding dues deduction as required by section 2.03.
3. Seniority lists as per section 4.10.

In addition, the Medical Center will, upon ratification, provide the Full Human Resources Policy Manual in electronic format. All future updates and revisions will be provided to the Union.

2.02 Union Membership.

It shall be a condition of employment that every employee covered by this agreement is a member of the Union and shall remain a member in good standing.

Each new employee shall become a member of the Union no later than ninety (90) days following the date of employment and shall remain a member in good standing thereafter. (The foregoing time limitations shall start from the date an employee transfers into the bargaining unit in the case of such transfers.)

The Union may notify the Employer in writing, of any new employee who has failed to join the Union as required, and may request that the Employer terminate the employment of said employee. Whenever the Union shall charge that any employee, who is required by the provisions of this section to become a member of the Union, has failed to do so and shall request the discharge of such employee, the Employer shall be informed by the Union in writing, and the Employer shall have fifteen (15) working days following the receipt of such notice to take action on the request charge. If during the said fifteen (15) day period the employee shall tender or pay her/his delinquent dues, the Employer shall not be required to discharge such employee.

The Union shall indemnify and save the Employer harmless against any and all claims, demands, or other forms of liability that may arise out of any action taken by the Employer in fulfilling the terms of this paragraph.

2.03 Deduction of Union Dues.

An employee covered by this Agreement desiring to become a member of the Union may execute a written authorization. Upon receipt of such an authorization form from an employee, the Employer shall, pursuant to such authorization, deduct from the wages due the employee each pay period and remit to the Union each month the dues fixed by the Union.

The Employer shall be relieved from making such "check-off" deduction upon (a) termination of employment, (b) transfer to status other than one covered by the Agreement Scope, (c) an agreed unpaid leave of absence or (d) revocation of the check-off authorization in accordance with its terms or with applicable law.

Notwithstanding the foregoing, upon the return of employee from an agreed unpaid leave of absence, the Employer will immediately resume the obligation of making such deductions unless notified by the employee of

revocation or of resignation from the Union. Deductions for employees rehired by the Employer or reinstated in the Union shall require a new written authorization.

By the tenth of each month, the Employer shall remit to the Union all deductions for dues made from the salary of employees for the preceding month, together with a list of all employees from whom dues have been deducted, hours worked and their hourly rate of pay.

Any employee who is permitted not to join the Union under this Agreement and who elects not to join shall nevertheless pay an agency fee to the Union equivalent to all dues, fees and assessments uniformly charged by the Union to Union members.

It is specifically agreed that the Employer assumes no obligation financial or otherwise, arising out of the provisions of this article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, demands or other forms of liability that may arise out of any action taken by the Employer in fulfilling the terms of this Article (2.03). Once funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

The Union will notify the Medical Center in writing of the amount of dues and initiation fees and any change therein.

2.04 Union Business: Local and General Representatives.

The Union will notify the Employer of its local employee representatives, who are not to exceed in number one (1) representative per patient care floor per shift, who are authorized to deal with the Employer (designated representatives in accordance with Section 15 of this agreement) about conditions of employment and adjustments of any problems arising under this agreement. The Union will notify the Employer in writing of said representatives' designation and authority and any change in either.

The General Representatives will be: Union officers (limited to five) and the chairperson of the grievance committee who are authorized to discharge the Union's duties as the collective bargaining representative. The Union will notify the Employer in writing of said representatives' designation and authority and any change in either.

2.05 Union Business: Representation Rights and Limitations.

A local or general representative may attend, at an employee's verbal or written request, any meeting between an employee and the Employer which reasonably might result in disciplinary action. Such request shall not be limited to a particular local or general representative, but shall be applicable to any available local or general representative in accordance with the employee's preference. In the event no local or general representative is readily available, one can be called in from off duty; however, pending the arrival of such local or general representative, the Employer may remove the employee from the performance of his/her work.

A local or general representative may visit the Medical Center property when not scheduled to be on duty provided a Medical Center identification card is worn in full view, before and after the local or general representative's working hours during meal periods and rest periods, so long as the local or general representative does not unreasonably interfere with the work of the employees and the operation of the Medical Center.

An HPAE Staff Representative and a local or general representative may attend Step 3 grievance meetings. Additionally, with prior notification and approval of the Director of Labor Relations, which approval shall not be

unreasonably denied or delayed, an HPAE Staff representative may be present in order to assist in the administration of the collective bargaining agreement, so long as the HPAE Staff representative does not interfere with the work of the employees or the operation of the Medical Center.

2.06 Union Business: Bulletin Boards and Mail Box.

The Employer shall assign to the Union one bulletin board located in each staff lounge on every floor on which to post official Union notices. Each board shall be a minimum of 2 feet by 3 feet. Each bulletin board will at all times carry a label, device or notice clearly identifying them as the Union space for use. Each posted Union notice shall be dated and shall carry the signature (or facsimile signature) of a duly authorized Union representative and the date on which the notice is to be removed. The Union agrees to use good judgment in its postings.

Any mail incorrectly addressed to the Union at the Employer's street address shall be forwarded unopened to the Union at 110 Kinderkamack Road, Emerson, New Jersey, 07630, or to the individual to whom the mail may be addressed either c/o HPAE, 110 Kinderkamack Road, Emerson, New Jersey, 07630 or the individual's personal address if known.

The Employer shall provide a physically accessible locked mailbox of approximately twelve (12) inches by six (6) inches by four (4) inches in dimension which will be clearly identifiable to be located in the nursing office. In addition, there will be a clearly marked mail slot for correspondence from the Medical Center to the Union. In addition, a similar mailbox for union purposes will be provided in the Home Health office. In the event the Medical Center establishes an additional geographically separate facility in which bargaining unit employees are employed, the parties shall meet for the purpose of determining whether an additional similar mailbox is warranted in such facility.

In the event that the Medical Center determines a need to move the Union Mailbox or any of the Union bulletin boards, they shall notify the Union in advance of, or within twenty-four (24) hours after, such a move. Such notice will include the new location of the mailbox or bulletin board.

2.07 Union Business; President.

The Union President/Chairperson shall be permitted forty-eight (48) work days off without pay per calendar year for conducting Union business but may use accrued vacation and/or holiday leave for any of these days off. Unused business days may be accumulated without limit. The President/Chairperson shall have the right to designate any of the Union officers and/or local representatives as a substitute for the President/Chairperson under this section. All days off under this section shall be counted as days worked (8, 10 or 12 hours in accordance with the employee's regular shift) for seniority and benefit accrual purposes. Additionally, days off under this section which are paid due to the use of accrued paid vacation and/or holiday leave shall be counted as days worked (8, 10 or 12 hours in accordance with the employee's regular shift) for calculation of overtime pay, seniority and benefit accrual purposes.

Leaves of absence without pay for up to twelve (12) months shall be granted to a maximum of one (1) Union Officer, at any one time, who gain employment with the Union. Upon expiration of such leave, the employee(s) shall be entitled to the same rights as any employee returning from any other bona fide leave of absence as per Article 9 of this agreement.

2.08 New Hires

Management shall notify the Local Union President regularly of each nursing orientation program. The Local Union President or designee shall be allowed to meet with such new hires during the scheduled lunch break on one of the days of the nursing orientation and shall be allowed the use of a room in the Medical Center

which is conveniently located for the orientees. Unless requested by the Local Union President or designee, no management or CNP staff shall be present during the new hire luncheon. The Union agrees that they will use good judgment in these meetings.

2.09 Voluntary Check-off for COPE

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

3. PROFESSIONAL PRACTITIONER STATUS

3.01 Non-Nursing Services.

(A) Employees covered by this agreement shall not be responsible for the performance of any services normally performed by the Environmental Services department on days, evenings, or nights, except in cases of emergency or where it immediately interferes with good patient care.

(B) Except in cases of emergency, where to fail to do so immediately jeopardizes and interferes with patient care, the employees covered by this Agreement shall not be required to perform the following non-nursing service functions:

- (1) Washing patient units including patient's beds, overbed tables and cabinets, on all shifts.
- (2) Transporting patients to and from other departments except as patient needs mandate.
- (3) Obtaining and maintaining unit equipment such as stretchers, IV poles, and linen. Washing and maintaining of stretchers, tables and equipment in the Operating Rooms, formal, scheduled maintenance and cleaning of WOW's .
- (4) Washing patient related equipment and utility rooms.
- (5) Dusting of beds.
- (6) Defrosting of biological (med) refrigerators but must remove medications.
- (7) Mopping of floors in the Operating Room and Labor and Delivery between cases.
- (8) Washing of beds when the patient transfers from one bed to another.
- (9) Distribution and collection of dietary trays except in infection control.
- (10) Move beds provided however bargaining unit employees will continue to move stretchers.
- (11) Coverage for sitters for breaks and meals.

(C) The Medical Center will provide secretarial coverage on day and evening shifts in an intensive effort to eliminate secretarial duties from nursing duties. This coverage will be provided for all units except:

- 1) OR 2:45 pm – 11:15 pm on Saturday,

and 6:45 am – 3:15 pm and 2:45 pm – 11:15 pm on Sundays unless there is a census, effective January 1, 2007.

2) Cardiac Stress, Cardiac Rehab, and Imaging (Radiology)

Coverage for Endoscopy will continue as per past practice. The Medical Center shall provide other employees (not nurses) to cover these duties.

The Employer shall make its best effort to minimize secretarial duties on the 10:45 pm- 7:15 am shift. The Medical Center shall provide five (5) secretaries to cover the 11pm - 7am shift. One of the 11pm -7am secretaries will be assigned each night to the Emergency Room. The other four (4) will cover the other units in the Medical Center, effective January 1, 2007. The Medical Center will make best efforts to assign one of these unit secretary/monitor techs to cover meals and breaks of monitor techs.

(D)The Medical Center will provide PCSA coverage on the Pediatric Unit when there are two or more patients on the Unit.

3.02 Staff Meetings

Staff meetings will take place on a regular basis. Advance notice of all meetings will be provided subject to change by management. Management will make best efforts to reschedule cancelled meetings. Regularly scheduled meetings will be listed on an annual calendar. Meetings will deal with patient care issues, unit problems, or any matters promoting better patient care and communications. Minutes of these meetings will be kept and made available to the Union upon request. Employees who have concerns with the minutes may attach an addendum reflecting their concerns which will be kept with the official copies of the minutes. No individual nurse shall be disciplined at a staff meeting for any action, which took place prior to the meeting or huddle.

Nurse Manager will post proposed agenda in an effort to give staff greater opportunity to add items for discussion. Management will provide time for staff input at each meeting.

Huddles are intended to be supplemental to regular staff meetings and are not intended to be used in their place nor are they intended to be used as the sole communication vehicle to disseminate information regarding any change in clinical practice for which the employees would be held accountable.

Where operationally feasible, staff meetings will be held in areas other than the nurse's station. Managers will obtain input from staff concerning appropriate times for the staff meetings.

3.03 Staff Development Programs

The Employer shall provide for the following employees covered by this agreement:

- A. Orientation: The employer shall provide each new hire with an orientation program under the direction and guidance of the Center for Nursing Practice, which shall include an orientation outline, and a copy of the employee's performance tracking tool/evaluation. The purpose of this orientation is to provide the individual with education regarding current policies and standards applicable to their new position. The primary responsibility for new hire orientation rests with the manager or designee, the preceptor, and the orientee. Regular meetings will be scheduled to evaluate the orientee's progress with appropriate time allotted to the orientee, preceptor, educator and patient care director. After evaluating the employee's progress and reviewing the evaluation with the employee the manager or designee may extend the orientation period.

Intermittently throughout their orientation period, the orientee will be provided opportunities to discuss with their patient care director or educator the effectiveness of their orientation process and their continuing needs.

At the completion of their orientation, each orientee will complete an evaluation of the orientation process. The JNPC Professional Development Co-Chairs will oversee an annual review of the orientation process including the validity and accuracy of the orientation process and materials for each unit and the needs of preceptors for support and education. This review may include input from preceptors, Care Managers and the CNP. The results of the review will be reviewed at the JNPC.

Concerted efforts will be made by the Medical Center to ensure new hires will be oriented on the unit to which they are permanently assigned and provide an outline of defined responsibilities specific to the shift, when appropriate. A primary preceptor shall be assigned to ensure consistency during orientation. The orientee shall not be floated off for staffing purposes except in a bona fide emergency situation.

As part of a comprehensive orientation program, the Medical Center shall incorporate into orientation high risk, high volume, and problem prone standards that are applicable to the nurse's area of clinical practice. Upon completion of orientation, the orientee will be able to locate resources appropriately. In addition, effective utilization of standards during orientation will be evaluated by the preceptor, educator and/or Manager.

The Union may recommend modification and/or supplementation of the orientation program in the Joint Nursing Practice Council. If made, the Council shall review and consider such recommendations in good faith.

To the extent practicable, best efforts will be made to assign a consistent preceptor to an orientee. If feasible and time permits prior to the first unit orientation day, an introduction to the preceptor will be facilitated. The preceptor will be notified in advance of the assignment. Best efforts will be made for agency nurses not to act as preceptors.

- B. When an employee is permanently transferred to another patient care area or promoted to another classification, the Center for Nursing Practice, in conjunction with the manager or his/her designee, will assess the individual's needs based on the required competencies. A plan and a written outline of the orientation program will be provided to said employee. The purpose of this orientation is to provide the individual with education regarding current policies and standards applicable to their new position.
- C. Continuing Education: An organized program of continuing education will be provided during scheduled work time as in the past. In-service programs within reasonable limits shall be made available to all shifts during work time at management's discretion either by an actual course or program to take place on the particular shift, by repetition of the program, or by recording of the program given on other shifts. Managers have the discretion to schedule full shifts for CE even when the program is not for the full shift. If the CE is less than a full shift, the Manager may assign the employee to CE, PI, Chart Review or Competencies. The Professional Development co-chairs will implement a system of monitoring the approval, denial and non-attendance at CE programs in an effort to assure that all employees are able to maximize participation in such programs. Monitoring will begin no later than September 1, 2018. The JNPC will review the study and develop strategies in an effort to address the obstacles. All employees attending these programs shall be compensated at their regular compensation rate.

An education calendar, inclusive of the CEU's approved will be posted.

The Medical Center will disseminate new standards of nursing practice to the employees to whom the standards are applicable. The parties recognize that the method of dissemination will vary in accordance with the urgency and importance of the standard.

For ease of practice, the Medical Center will cross-reference standards developed by the Medical Center.

- D. Required Specialty Courses: Required Specialty courses will be offered either internally or externally based on the number of staff identified for the course. The Medical Center will schedule courses as the need arises. Approved course attendance time will count as time worked for purposes of compensation.
- E. An employee may request in writing to the appropriate manager, permission to participate in work related educational workshops, seminars (including specialty nursing review courses), conferences and/or conventions. Within budgetary limits set by the Medical Center, management will grant time off without loss of pay at the regular compensation rate including differentials and will grant financial assistance to attend programs. Night shift employees who are scheduled to attend a conference shall have the choice of applying their conference day on either the night before or the night of the scheduled conference. The Medical Center may establish criteria that must be met in order to be eligible for conference attendance. Such criteria shall be published in the Medical Center's Generic Structure Standards Manual and may be modified in accordance with management's sole discretion.

Generally, employees will receive a response to their request within ten (10) work days of submission. However, the Medical Center may set a deadline for receipt of requests for specific conferences after which requests will not be considered.

Generally, reimbursement for external conferences will be for early registration fees only. However, for national conferences reimbursement for reasonable incidental expenses shall be provided within 21 days following submission of receipts or other satisfactory proof of payment for such expenses. Additionally, approval may include, within the management's sole discretion, regular pay for up to eight (8) hours in any one day for work time lost as a result of conference attendance.

A post conference report (oral and written) must be presented by the employee to be considered for future conferences.

- F. Competencies: Annual competencies will be listed on the nursing intranet page prior to the end of the first quarter of each year inclusive of the posting date and will include the date the competencies are to be completed. If a new competency is added after the initial posting, all employees who are required to complete it shall be given a reasonable time period to complete after the date of posting, but no less than thirty (30) days unless extenuating circumstances exist, including the Medical Center determining there is an urgent safety issue that requires a more timely completion.
- G. For each calendar year, each full-time bargaining unit employee shall be entitled to a minimum of two (2) paid education days of up to eight (8) straight-time hours, and Part Time and Weekend Flex shall be entitled to a minimum of one (1) paid education day of up to eight (8) straight-time hours. Eligibility for the minimum paid education days set forth in this section G shall commence January 1st of the calendar year following the date of hire. Requests for and approval to participate in work related educational programs shall be at the Medical Center's discretion, in accordance with the provisions set forth in Section 3.03 herein.

Upon approval by the Nurse Manager, these paid education days shall be scheduled by the Nurse Manager at the Medical Center's discretion. Education days shall not be allowed to accumulate and shall be waived if not used within the calendar year.

H. Evaluations/Reviews: All employees upon completion of the probationary period, and then at least annually, will be reviewed on their nursing performance by the manager or designee. Such evaluations (reviews) may be subject to the grievance procedure. All evaluations (reviews) will be reviewed by the employee and the manager or designee, and the evaluation will be made available for the employee to view at the time it is presented to the employee for discussion. Employees shall sign (electronically or manually) an acknowledgement that they have reviewed their evaluation (review) with their manager or designee. A hardcopy of the evaluation will be made available to the employee as soon as possible.

Self-evaluation will be part of the performance appraisal process.

3.04 Appointment to Position.

Appointment to a position shall be in writing with the date of hire, salary, and differential stated. A job description for the specific position occupied by the newly appointed employee will be distributed to him/her at orientation. Other job descriptions defining all positions under this agreement scope will be made available by request.

During each new employee's orientation they will be provided with a presentation using screen shots regarding access to HR Policies located on the Medical Center's intranet. This presentation will include a Table of Contents for the Human Resources policies. In addition, after ratification, the Medical Center will e-mail this presentation to all existing employees for their benefit. Any time there is an update to the Human Resources policies an e-mail alert will be sent to all employees with the name of the revised policy provided in the subject line of the message.

3.05 Staffing

A. General

The Union and the Medical Center agree that maintaining staffing is consistent with quality patient care and employee safety. The Medical Center and Union agree that staffing needs fluctuate over time and are influenced by many factors. These factors include patient data, patient focused indicators and structure indicators. To ensure appropriate staffing, these nurse sensitive quality indicators will be considered in determining appropriate staffing.

B. Staffing Regulatory Guidelines

The Medical Center shall abide by all staffing guidelines promulgated by the NJDOHSS, JCAHO. The Medical Center shall consider professional standards as developed by recognized Specialty Nursing Organizations (i.e. ENA, AWHONN, etc.) to further define staffing. It is also recognized that the Registered Nurse is in the best place to make decisions on care needs of patients and their families. Therefore, the parties recognize that nurses should participate in decisions affecting delivery of patient care.

C. Hospital Staffing

1. (a) Effective June 1, 2006, Schedule J-1 Core Staffing will be considered the minimal acceptable levels. These levels as reflected in J-1 along with other factors identified below will be utilized. Both parties understand that the medium acuity level (J-1) will be utilized for core staffing. There may be variations in the RN core staffing number in schedule J-1; however, the shortfall will not exceed 1 RN, if this occurs consistently it will be referred to the grievance procedure. Further it is guaranteed that the targeted DHPPD, as reflected in schedule K will be met.
- (b) Once PCSS System and the Assignment Center are implemented and a year's worth of reliable and valid data is collected, the Medical Center and HPAE will meet to discuss the acuity data and

other factors identified below to warrant changes in J-1. Recommendations reached by consensus of the Acuity Sub-committee will be made to the Senior Vice-President for Patient Care Services for consideration.

2. Committee: The Medical Center and the Union have established the Joint Nursing Practice Council. The Council will study the impact of the staffing factors set forth below and make recommendations for changes in systems or staffing as needed on a quarterly basis. Each co-chair shall provide the other with its meeting agenda a minimum of two weeks prior to the meeting date. The Council will use the staffing guidelines set forth below in the development and maintenance of staffing levels.
3. Staffing Factors to be measured include:
 - a. Acuity/Workload Data System/Process

The Medical Center and the Union agree to evaluate electronic systems designed to aid in evaluating workload. Epic will be the initial electronic system to be reviewed by the staffing co-chairs of JNPC. The Epic review will begin no later than September 1, 2024. Following the review, the staffing co-chairs will make recommendations to the JNPC. Implementation of a new electronic system mutually agreed to by the Medical Center and the Union will follow the process set forth below.

The goal of the acuity/workload data system/process is to provide a mechanism whereby direct caregivers provide acuity/workload data information on their assigned patients to facilitate a more efficient environment for caregivers and to ensure quality of care for every patient as well as a more effective distribution of staff relative to patient workload.

The Staffing co-chairs of the JNPC will facilitate the implementation process of the current system and implementation of a new one if chosen. If a new system is selected, the provisions of this article will apply notwithstanding the change in names and nomenclature of the new system. A committee made up of 50% union and 50% management representatives as selected by their respective staffing co-chairs may be established with cross-divisional and cross-shift membership on the subcommittee. The staffing co-chairs of the JNPC will lead this subcommittee. The staffing co-chairs will report to the JNPC the progress of the implementation of the system.

The JNPC staffing co-chairs will review acuity/workload data (contact census i.e. department workload reports and acuity index reports) on a monthly basis to determine data validity, reliability, consistency and areas of concern. Reliable and valid data will be utilized, along with the indicators defined in C 3, b, c ,d of this section to reevaluate the core staffing and targeted hours (J-1 and K).

The staffing co-chairs will facilitate the implementation and ongoing monitoring of staff compliance in the use of the system/process. The staffing co-chairs will meet to develop an action plan for units who are either non-compliant, and/or problems identified through system/process reports.

Annually, the Staffing co-chairs will review the current patient classification guidelines and data. When the Medical Center creates a new unit or changes the type of patient care provided on a unit, the patient classification guidelines will be developed by the sub-committee and they will provide recommendations to the Senior Vice President, Patient Care Services. HPAE reserves the right to request data, reports as the acuity/workload data system/process is implemented and evaluated.

Annual data will be sent to HPAE by May 15th each year.

The Medical Center reserves the right to decline to implement any change based on acuity/workload data if the Medical Center determines it would threaten its financial security and stability.

b. patient data indicators:

- admissions/discharges (contact census)
- patient days
- CMI
- LOS
- visit volume

c. patient focused indicators:

- medication error rates
- patient falls
- hospital acquired infections
- pain management
- restraint use
- patient satisfaction with nursing

d. structure indicators:

- core staffing (schedule J-1)
- acuity data/acuity index
- NHPPD/units of service/visit volume
- use of agency RNs
- nurse staff turnover
- RN overtime/worked hours
- nursing qualifications (experience, education, certifications)
- nurse injury rate
- sick time, absences and emergency vacation days
- Position control/profiles by unit and shift with contact census.

4. Dispute Resolution

The nurse staffing system analyzes nurse sensitive quality indicators inclusive of system influences. This data will be considered in evaluating nurse staffing. Current research to add or delete indicators will be reviewed for incorporation or deletion if appropriate, and data can be obtained.

It is understood that occasional incidents of failure to satisfy the staffing levels established hereunder shall not constitute noncompliance with the staffing levels. In the event of a dispute as to whether the Medical Center is in compliance with the staffing levels and staffing factors set forth in Schedule J-1 and K in this section, the matter shall first be referred to the JNPC for resolution. In the event that the JNPC is unable to resolve the matter, the Union may refer it for expedited arbitration by an arbitrator selected through the American Arbitration Association. The arbitrator shall decide whether the Medical Center is in compliance with the staffing levels set forth in Schedule J-1 and K. The Medical Center and the Union shall comply with the arbitrator's decision. The cost of the arbitrator, if any, shall be shared equally by the parties. The arbitration proceeding shall be limited to two days.

D. Data shared in the administration of this article shall be for the exclusive internal use of the Medical Center, the Union, mediation and arbitration. Best efforts will be made to provide information in an electronic format and by unit and shift where available.

F. Effective July 1, 2024, in any area on any particular shift, in which there is a vacancy rate equal to or greater than 20% in in-patient units, ED, OR, Home Care or 40% in non-bedded areas and pediatrics, measured against the Medical Center's budgeted positions, the Medical Center will pay accrual status nurses who volunteer to fill those vacancies a premium of \$7.50 per hour for all hours worked in that area on that shift, in addition to any other premium to which the employee may be entitled. The premium vacancy rate information will be calculated at the beginning of the first full pay period in each month. For the purposes of this calculation only, an orientee will be considered nonproductive and counted as a vacancy. Premium shifts hereunder will be identified on the availability sheet.

Vacancy premium information will be sent to HPAE within one week of the posted schedules.

3.06 Joint Nursing Practice Council

The Joint Nursing Practice Council, consisting of five (5) representatives designated by the Medical Center and five (5) representatives designated by the Union, has been established to enhance labor management relations. The parties are committed to working together to achieve improvements to patient care and staff morale. Either party may bring up to two (2) additional participants to a meeting to address specific issues. The Council will meet on a monthly basis, for a full day if needed, for the purpose of resolving staffing, health and safety, professional development, labor management issues as well as a review of patient satisfaction scores which are intended to measure patient satisfaction. Each of these areas will have management and labor co-chairs who will be responsible for the agenda for that area, follow-up issues and presenting information. It is agreed that these co-chairs will meet on a regular basis. The co-chairs of professional development will review the competency plan on an annual basis and may identify opportunities for additional education. The co-chairs of professional development may also recommend additional educational opportunities following significant changes related to equipment, procedures or technology in a unit. Such recommendations regarding educational opportunities will be discussed at JNPC. If a scheduled meeting of the co-chairs is cancelled, it shall be re-scheduled as soon as practicable.

A facilitator may be designated by the mutual consent of the parties to aid, promote and enhance the functioning of the Joint Nursing Practice Council.

Remote meetings (via Zoom or other method) shall be by mutual consent only.

Minutes of all JNPC meetings will be taken by a person designated by management. Best efforts will be made to provide the draft minutes to the Union within two weeks following each meeting however, no later than five (5) business days prior to the next scheduled meeting.

If there is a time sensitive issue, either party may request an additional meeting. Upon agreement of the parties to meet to address such an issue, the parties shall schedule the additional meeting as soon as practicable. If a regularly scheduled meeting of the Council is canceled, best efforts will be made to have the meeting rescheduled within two (2) weeks of the original meeting date by the Medical Center. Management is responsible for arranging release time for Union participants for the rescheduled meeting.

Time spent in meetings of the Joint Nursing Practice Council shall count as paid time.

Action or non-action by the Joint Nursing Practice Council shall not be subject to the grievance and arbitration procedures of this contract.

3.07 Joint Committees.

The Medical Center shall have the right to establish committees in the workplace that involve bargaining unit employees. The Medical Center will make best efforts to notify the Union when standing committees are established by the Medical Center that include bargaining unit staff. This notification shall include the purpose, approximate meeting schedule and bargaining unit staff involved. Committee members will be afforded time during the work day to attend such meetings as approved and pre-scheduled by the manager.

Participation in all such committee meetings on an employee's scheduled time off will be voluntary and compensated at the employee's regular compensation rate of pay. No managerial or non-bargaining unit duties will be assumed by any employee as a result of any decision by a committee. Only bargaining unit employees so designated by the Local President or her/his 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.

3.08 State and National Professional Boards

Effective January 1, 2003, employees elected as officers or appointed to either approved national, state or local specialty nursing organizations (such as but not limited to AACN, ASPAN, SGNA, SIGMA) or the New Jersey Collaborative Center for Nursing shall be compensated for working time lost due to meeting attendance and travel time in such capacity at the employee's regular compensation rate of pay, up to a maximum of twenty-four (24) hours per calendar year (may be used in partial days). For additional time, holiday or vacation time may be used. To be eligible for this benefit, the employee must submit proof of the election or appointment and the calendar of meeting dates to her/his Director and receive approval for meeting attendance, which shall not be unreasonably denied.

3.09 Council Model

The Medical Center and the Union recognize the importance of continuing a councilor model that is inclusive of all levels of nurses in promoting shared-decision making in areas of standards development, performance improvement (inclusive of chart review), material resources, research/evidence-based practice and education. On-going education on the key components of the model (e.g. communication, team work, team leadership, team membership, consensus building, performance improvement and professional presentation) will be provided. An annual full-day retreat will be provided to increase knowledge and collaboration among the Councils. Actions or non-action by these councils shall not be subject to the grievance or arbitration procedures of this contract. No changes to the collective bargaining agreement can be made without agreement of the Union and the Director of Labor Relations or the Vice President of Human Resources or his/her designee.

The model shall be comprised of Divisional Councils, System-wide Councils and a Steering Council. The Divisional Councils include: peri-op, medical-surgical, critical care, outpatient areas, home care and maternal child health. The system-wide Councils include but are not limited to: Evidence Based Practice Council, Education Council, Information Technology Council, and the Practice Review by Peer Council. The structure of these councils may be changed based on input from the divisional councils and the steering council. The Medical Center will inform the Union leadership of anticipated changes to the Nursing Council structures through the JNPC.

The Divisional Councils will be co-chaired by two (2) people, comprised of a Patient Care Director, Advanced Practice Nurse, Educator, Care Manager, or Staff Nurse. Co-chairs will be selected by the Steering Council and approved by the Senior Vice President, Patient Care Services. Staff Nurses and Care Managers may volunteer to chair a Council. If insufficient volunteers the Medical Center reserves the right to assign a Care Manager to a Council. However, if a Care Manager objects to such assignment, the Senior Vice President of Patient Care Services shall consider such objection before deciding to make the assignment. The councils may provide recommendation for the chair of their council. Council chairs will be educated to their role by the Senior Vice President, Patient Care Services or designee. Staff Nurse and Care Manager participation on a council is voluntary. If insufficient volunteers, the Medical Center reserves the right to assign a Care Manager. A minimum of fifty percent of the divisional councils will be bargaining unit employees. System-wide Councils will have bargaining unit employees however the percentage will vary based on the needs of the council. A rotational process will be used to encourage greater participation by bargaining unit members.

Steering Council

The purpose of the Steering Council is to provide oversight and direction to the councils. The Steering Council shall review issues being presented and provide guidance and support to the co-chairs of the councils. It shall assist the councils in the resolution of issues that overlap two or more councils. The Steering Council will be chaired by the Senior Vice President, Patient Care Services or designee. The Steering Council will include a Union representative from the Joint Nurse Practice Council.

Time spent in all council meetings will be paid at straight time if the nurse is not on duty.

A. Peer Review/Practice Review by Peer Council

Peer Review is a process that generates professionalism, accountability, retention and improved communication skills which directly impact quality patient outcomes.

The Medical Center will provide educational activities to develop a professional, pro-active peer review program including, but not limited to, journal clubs, case studies, and professional educational presentations, but excluding peer evaluation.

The Medical Center and the Union recognize the importance of developing the Practice Review by Peer Council.

Purpose:

Purpose of practice review by peers is to ensure a culture of safety by seeking to eliminate medical errors and the occurrence of untoward events by: standardizing workflow processes to reduce or minimize variations in nursing process and outcomes. A practice review by peers process is used to ensure rigor to the initial review at the unit, divisional and/or departmental level.

Responsibilities:

The responsibilities of the Peer Council is to monitor patient outcomes as related to nursing practice system-wide. Data sources may include but are not limited to:

- NDNQI-Nurse sensitive indicators (such as, falls without injury, pressure ulcers, VAP, Peds IV infiltrates, restraints.)
- Infection prevention indicators (UTI, hospital acquired infections) by ICP
- Occurrence reports (such as, IV infiltrate, equipment malfunctions) trends
- Near misses
- Medication related occurrence will be referred to the nursing pharmacy committee.
- Referrals can come from individual RN's/Units

The report of the peer council will be presented to the steering council with the recommendations so that standards can be modified, if appropriate, systems can be modified and/or education provided. If a practitioner issue is identified the council will only identify an issue but will have no responsibility or authority to recommend discipline.

This information is protected by the privilege of self-critical analysis and the Peer Review Improvement Act of 1982 42 U.S.C. S1320c-3 et seq., the Health Quality Improvement Act 42 U.S.C. S11101, et seq., N.J.S.A. 2A:84A-22.8; the Patient Safety Act N.J.S.A. 26:2H-12.21 et sq. and Hospital Policy. This information is strictly confidential, and may not be disclosed or distributed to any person or entity outside of the patient safety committee, peer review, utilization review process or quality improvement process except as otherwise provided by hospital policy or law.

The Medical Center will provide education to the council chairs and members recognizing that this is a new council/process.

B. Chart Review

The current chart review practice may continue for the purpose of performance improvement. Discipline will not be levied against any nurse as a result of the chart review process done by another nurse. Nurses will not identify the other nurse whose chart is being reviewed, however the nurse will document that she/he has had a conversation with the nurse whose chart is being reviewed about his/her findings. The focus of the review will not be identified as individual staff member performance review nor will any corrective action plan be identified as part of the chart review process. During the normal chart review process, nurses reviewing nurses will not result in any adverse actions.

When a manager does a review, they will take appropriate action when needed based on their findings.

4. EMPLOYEE STATUS

4.01(a) Classification.

An employee will be classified as either (a) Care Manager (b) Staff RN, or (c) LPN.

The Medical Center and the Union agree that for the duration of the collective bargaining agreement, the Care Manager job classification shall remain in the bargaining unit.

4.01(b) Status.

Each employee's status will be either (a) Full Time, (b) Part Time #1, (c) Part Time #2, (d) Regular Per Diem, (e) Float Per Diem, or (f) Unit Per Diem. Float Per Diem employees and Unit Per Diem employees shall be classified as Casual Per Diem employees under this agreement.

4.02 Full Time Employee.

An employee who is employed on a regular basis to work forty (40) hours per work week.

4.03 Part Time #1 and #2.

(A) Part Time #1.

An employee who is employed on a regular basis to work a thirty-two (32) hour work week or less, but at least twenty-four (24) hours each work week and who is regularly available for weekend and holiday rotation pursuant

to this Agreement will be classified as a Part Time #1 and shall be entitled to specified pro-rated benefits to a maximum of sixty (60%) percent provided for in this Agreement.

Occasionally, working over thirty-two (32) hours does not take the employee out of the PT-1 classification.

(B) Part-Time #2.

An employee who is employed on a regular basis to work no more than twenty (20) hours per week will be classified as a Part Time #2 employee.

Hours of work and weekend requirements shall be as posted. Part Time #2 employees shall receive four (4) weeks unpaid vacation time each year. Vacation scheduling shall be as per section 8.07 of this agreement. Such time cannot be carried over from one year to the next.

A weekend for purposes of defining a weekend off is defined as two (2) days: Saturday and Sunday for day and evening staff; Friday and Saturday, or Saturday and Sunday for night staff as designated by a majority of the night staff on each unit. Current weekend designations for a night staff will continue unless modified by a majority of the night staff on any unit. A weekend for purposes of defining a weekend worked is defined as: Saturday or Sunday for day and evening staff; Friday or Saturday for night staff on units which have designated Friday and Saturday as their weekend off; and Saturday or Sunday for night staff on units which have designated Saturday and Sunday as their weekend off.

Part Time #2 employees do not have an on-call requirement. Part Time #2 employees have a requirement to work one winter holiday (Thanksgiving, Christmas or New Years) and one summer holiday (Memorial Day, Fourth of July, or Labor Day). In scheduling these holidays the Medical Center agrees to distribute holidays off on an equitable basis and consult with the employee as to his/her preference. Part Time #2 employees receive time and one-half for holidays worked but do not receive compensatory time off.

Full Time and Part Time #1 employees hired prior to June 1, 1996, who are now receiving and/or purchasing health and dental insurance, who subsequently change status to Part Time #2 may purchase health and dental insurance while employed as a Part Time #2 under terms current at the time of purchase. In order to do so, the RN must pay group rates on a monthly basis, beginning with the first of the month after her/his status change. This right shall terminate at the end of the month in which an RN changes status back to a benefits eligible status or, in the event of a termination, at the end of the month in which the termination occurs (at which point, COBRA would be offered).

Part Time #2 employees are entitled to differentials to the extent expressly provided in this agreement.

4.04 Regular Per Diem Employee.

An employee who is scheduled on a regular basis to work at least eight (8) hours but less than twenty-four (24) hours per week will be classified as Regular Per Diem if they held such a position on or before May 31, 1999. Such employees may occasionally work additional hours without any change in status.

Regular Per Diem Employees shall be paid in accordance with salary schedule B for RNs or salary schedule C for LPNs, and shall be eligible for the same benefits and differentials as Part Time #2 employees.

A Regular Per Diem Employee shall, each year, be eligible to be scheduled off for an amount of time which is equivalent to the amount of time the employee regularly works within a two (2) week pay period. Such time will be taken without compensation.

Since Regular Per Diem Employees have regular scheduled work days each week, they shall be held to the same attendance obligations with respect to regular scheduled work days as Full Time and Part Time nurses, including holidays.

Should a Regular Per Diem Employee be scheduled by the Medical Center and canceled by the same with less than two (2) hours' notice, the Regular Per Diem Employee will be guaranteed regular compensation rate of pay for four (4) hours the employee was scheduled to work. Canceling will be done on an equitable basis.

Full Time and Part Time #1 employees hired prior to June 1, 1996, who are now receiving and/or purchasing health and dental insurance, who subsequently change status to Regular Per Diem may purchase health and dental insurance while employed as a Regular Per Diem under terms current at the time of purchase. In order to do so, the RN must pay group rates on a monthly basis, beginning with the first of the month after her/his status change. This right shall terminate at the end of the month in which an RN changes status back to a benefits eligible status or, in the event of a termination, at the end of the month in which the termination occurs (at which point, COBRA would be offered).

4.05 Casual Per Diem Employee.

Employees who work on a day-to-day basis as needed by the Medical Center shall be classified as Casual Per Diem employees. Employees working on such a basis will be scheduled based on their availability to work and the Medical Center's needs. Additionally, such employees will only be assigned to patients they are competent to care for.

Casual Per Diem employees shall have the option of being classified as Unit Per Diems or Float Per Diems. Unit Per Diems are assigned to a specific unit and scheduled by the unit's Patient Care Director or designee. Float Per Diems are assigned to an Area of Clinical Practice and scheduled by the Nursing Office.

- a) If a unit is interested in trialing different shifts (e.g. 12 hour shifts), the process of polling the staff to determine their interest will include the Unit per diems.
- b) For transfers, new hires and staff changing status, Unit per diems will have the same shift designation as the shift designation for the unit. For example, on 8 hour units, Unit per diems will be designated as 8 hour per diems; on 12 hour units, they will be designated as 12 hour per diems, on 10 hour units they will be designated as 10 hour per diems.
- c) Float Per Diems will be designated as either 8 or 12 hour per diems depending on the predominant shift of that ACP:

ACP 1	12 hours
ACP 2	8 hours
ACP 3	8 hours
ACP 4	8 hours
ACP 5	8 hours
- d) In the event the predominant shift of the ACP changes, designation of the Float Per Diem will be changed accordingly. HPAE will be advised of any such changes.
- e) Shift designations in b, c, d above are for qualification for Over Time premium only. The designation does not prohibit the per diem from working partial shifts based on the employee's availability and the Medical Center's needs.

The Medical Center will provide verification of scheduling of float per diems working the evening, night and all weekend shifts a minimum of twenty-four (24) hours in advance of the start of the shift. The Medical Center will provide verification of scheduling of float per diems working Monday through Friday on the day shift by 7:00

p.m. the preceding evening. The Medical Center will provide verification of scheduling of unit per diems as per article 6.10.

All per diems other than regular per diems must make an election to become Float or Unit Per Diems. In order to elect Float Per Diem status, employees must demonstrate competencies for more than one unit within the Area of Clinical Practice. In order to elect Unit Per Diem status, employees must demonstrate competencies for the unit involved.

Casual Per Diem employees will be required to work a minimum of one (1) weekend shift per month and three (3) additional shifts in six (6) months. This requirement will also apply to incumbent employees who change to Casual Per Diem status.

Casual Per Diem employees hired after 10/1/98 will be required to work a minimum of two (2) weekend shifts per month and three (3) additional shifts in six (6) months.

In the event circumstances require a Casual Per Diem employee to cancel the last shift that would fulfill her/his work requirement for the six (6) month period, the Casual Per Diem employee shall be given an additional calendar month to meet the work requirement. That make-up shift would not be considered part of the work requirement for the subsequent six (6) month work requirement. Any date that a Casual Per Diem employee is scheduled to work and is canceled by the Medical Center will count towards satisfying the work requirement.

The six (6) month period, for purposes of meeting the work requirement, will begin effective January 1st to June 30th and July 1st to December 31st. When a Casual Per Diem employee's date of hire or the date of an employee's change to Casual Per Diem status occurs after the January 1st or July 1st date, the work requirement will be prorated.

Should the employee be scheduled by the Medical Center and canceled by the same with less than two (2) hours' notice, the Casual Per Diem employee will be guaranteed regular compensation rate of pay for four (4) hours the employee was scheduled to work. Canceling will be done on an equitable basis.

Casual Per Diem employees shall receive time and one half (1 1/2) their regular compensation rate for holiday work. Casual Per Diem employees must work two (2) holidays per year, provided the Medical Center needs them. One of these days must be either New Year's Day, Christmas Day or Thanksgiving Day; and the other must be either Memorial Day, Fourth of July, or Labor Day. In scheduling these holidays worked, the Medical Center will attempt to accommodate the employee where possible.

Full Time and Part Time #1 employees hired prior to June 1, 1996, who are now receiving and/or purchasing health and dental insurance, who subsequently change status to Casual Per Diem may purchase health and dental insurance while employed as a Casual Per Diem under terms current at the time of purchase. In order to do so, the RN must pay group rates on a monthly basis, beginning with the first of the month after her/his status change. This right shall terminate at the end of the month in which an RN changes status back to a benefits-eligible status or, in the event of a termination, at the end of the month in which the termination occurs (at which point, COBRA would be offered).

If at the time of a status change to Casual Per Diem, an RN does not elect to continue coverage pursuant to the above paragraph, she/he may subsequently elect to obtain coverage through the Medical Center, at group rates, within thirty (30) days of an involuntary loss of other coverage. This right to elect to obtain coverage through the Medical Center shall continue only for eighteen (18) months from the effective date of her/his status change.

Casual Per Diem employees shall be eligible only for the salary schedule (D & E - including shift differential, on-call pay, call-in pay, weekend differential, education differential, holiday premium pay, float differential for float per diems only, and premiums provided by this section) and the grievance procedure and shall be ineligible for all other benefits and differentials, except as provided below.

Casual Per Diem employees are eligible for a medical leave of absence. In addition to medical leaves, which would apply to on the job injuries, casual per diems are eligible for military and family leave to the extent covered by applicable laws. Casual Per Diem employees requesting a leave are subject to all the requirements presently in effect under the terms of the CBA relative to requesting a leave of absence, confirming availability for work, and providing medical clearance, where appropriate, prior to return to work. The maximum period allowable for a leave is three months in a twelve month period. The leave would commence effective the last day the casual per diem worked prior to requesting the leave or the date the leave was requested, whichever is later as long as the last day worked is within 30 days of the application for the leave.

Unit Per Diem employees applying for a leave of absence will submit a written request to their Patient Care Director prior to the commencement of the requested leave, except in the case of an emergency in which case the initial contact with the Patient Care Director may be verbal followed by a written confirmation of the request within one week of the original notice. The employee must also submit supporting documentation that would include an anticipated date of availability for work. The Patient Care Director will notify the employee as promptly as possible concerning the disposition of the request. Float Per Diem employees shall follow the above procedure but shall contact the designated manager authorized to approve such leaves for Float Per Diems.

Effective the beginning of the pay period beginning July 7, 2002, the following shall apply: Casual Per Diems who worked at least 125 hours but less than 250 hours in a calendar quarter (measured by the number of hours worked in the pay periods that fall within each calendar quarter) will be paid a bonus of \$250.00. Casual Per Diems who work 250 hours or more in a calendar quarter (measured by the number of hours worked in the pay periods that fall within each calendar quarter) will be paid a bonus of \$500.00. On-call time shall be counted as time worked for the purposes of this provision.

The Medical Center agrees to post a temporary, full-time assignment for each unit and shift where there is a need to contract with a traveler agency nurse to cover for a posted vacancy, nurse on orientation and/or a bargaining unit employee on a leave of absence. The postings for such temporary, full-time assignments will be limited to per diem nurses assigned to either the unit or the float pool covering the unit where the need exists and will include the anticipated duration of the temporary assignment. In the event a per diem bargaining unit employee agrees to accept such a temporary assignment, the employee agrees that they will be required to work a full-time schedule through the end of the temporary assignment period. Temporary assignments may be extended by mutual agreement between the Medical Center and the employee.

Upon successful completion of a temporary, full-time assignment, the Medical Center reserves the right to pay the employee a Temporary Assignment Completion Bonus of up to \$1,500.00 for a thirteen (13) week assignment. This Temporary Assignment Completion Bonus may be prorated for any temporary assignment less than or greater than thirteen (13) weeks that is mutually agreed upon and shall be paid following the successful completion of the temporary assignment. Under no circumstances will an employee be eligible for the Temporary Assignment Completion Bonus if they fail to complete their temporary, full-time assignment and/or any extension thereto.

4.06 Change in Status.

Any change in status must be requested in writing and approved by the manager.

Change in status shall not delay the use of entitled benefits. If such change results in the entitlement of benefits, coverage will be effective on the first of the month following the status change (if the status change occurs on the first day of the month, entitlement to benefits will be on the same day). In the case of a newly hired employee, status changes occurring during the initial familiarization period are still subject to the 90 day benefits waiting period as per 10.01.

Employees moving into non-accrual positions (all per diem, weekend flex and part-time 2 positions) shall have their sick time bank frozen (available for use if they move back into an accrual position) and shall be paid out for all accrued but unused vacation and holiday time.

In the event that no per diem positions are posted in a unit, the Union may request and the employer will create per diem positions up to six (6) times per calendar year, into which a current full-time, part-time or weekend flex employee will transfer. Such positions shall not be subject to the posting requirements of Section 5.09. The change in status shall be effective no later than six (6) weeks following the Medical Center's receipt of the request and sooner if the request can be accommodated. Once the employee has transferred into the per diem position, he/she must remain in per diem status for a minimum of six (6) months before being eligible to apply for a regular full-time, part-time or weekend flex position. In the event of a qualifying life event, as defined by the IRS under Section 125, this limitation may be waived. The union may request additional positions, but the Medical Center shall not be obligated to create a position.

4.07 Probationary Period.

All Full Time and Part Time employees will be on probation until such employee has actually worked for a one hundred twenty (120) calendar day period following employment, excluding time lost for illness and other leaves. During the probationary period all employees will be subject to demotion, suspension, other discipline or discharge at the Employer's sole discretion, without recourse to the grievance procedure.

The Medical Center may request an employee's probationary period be extended not in excess of thirty calendar days for a new employee in order for the Medical Center to further evaluate and/or provide additional orientation and in-service instruction. Such request will not be unreasonably denied by the Union.

4.08 Discipline.

The Employer retains the right to demote, suspend, issue verbal or written warnings, or discharge an employee all for just cause. The Employer will promptly notify a Union Officer or the Chairperson of the grievance committee in writing of any demotion, suspension or discharge of an employee. Such employee may take recourse to the grievance procedure as described in Section 15 of this agreement, provided the employee has filed a written notice of intent to grieve with the Employer within ten (10) work days, (excluding Saturdays, Sundays and Holidays), after the date of the receipt

of the written notification to the Union. Failure to do so will bar any grievance.

All suspensions shall be served on consecutive days.

4.09 Personnel Files.

Upon reasonable notice and request by an employee, that employee shall be granted access to his/her personnel files (Nursing and Human Resources) and all benefit files (pension, hospitalization, Major Medical, life insurance, employee health). Human Resources Department file will be made available to all employees upon receipt of forty-eight (48) hours written notice, exclusive of Saturdays, Sundays, and holidays, to the Director of Labor Relations or his/her designee.

The employee will be given photostatic copies of anything in his/her files. The employee may rebut any derogatory material in his/her file. Nothing shall be removed from these files. All files shall be confidential and not open to public disclosure. No pre-hire information in any employee file shall be made available to employee. All written memoranda of verbal warnings and documented conferences in an employee file shall be removed once it becomes six (6) months old. All material removed will be given to the employee.

4.10 Seniority Lists.

The Employer will, on each May 1st and November 1st, submit to the Union for posting on each bulletin board, a list containing the names of employees (including each employee's employee ID number) of that unit in order of seniority of bargaining unit and nursing unit as of the pay period end date of the last paycheck of the prior month (April & October). These lists will contain the names of employees by unit in order of bargaining unit seniority and their dates of hire. The dated posted list will reflect the relative seniority of employees pursuant to Section 5.01. Any employee may protest, in writing, the employee's relative standing within thirty (30) calendar days of such posting.

4.11 Positions.

The Medical Center will be required to create and post positions on units when the need is established through the regular use of overtime or Per Diems. The use of Regular Per Diems within the limitations set forth in Section 4.04 above shall not be counted when determining need hereunder.

5. ORGANIZATION.

5.01 Seniority Definition.

- (A) Bargaining unit seniority is defined as the number of hours paid (exclusive of overtime hours) by the Employer while an employee has been continuously employed in any capacity in the bargaining unit and shall commence after the completion of his/her probationary period and shall be computed retroactive to the date of his/her last hire (with the exception of E below). However, seniority for weekend flex shift employees will be based on hours worked (exclusive of overtime). All Full Time employees, whether working 8, 10, 12, or 13 hour shifts shall be credited with forty (40) hours of seniority for each week worked effective June 1, 2006.
- (B) Classification seniority shall be used only for employees in the Care Manager job classification. It is defined as the number of hours paid (exclusive of overtime hours) by the Employer while an employee has been continuously employed in the Care Manager job classification.
- (C) Nursing unit seniority is defined as the number of hours paid by the Employer (exclusive of overtime hours – except as defined in 5.01 (A)) while an employee has been continuously employed in the nursing unit and such seniority will be assigned to the job classification of the employee involved. However, seniority for weekend flex shift employees will be based on hours worked (exclusive of overtime). Hours paid out as a result of sick time buy back, vacation buy out, holiday payout, or vacation/holiday hours paid out when an employee changes to per diem status or terminates her/his employment will not be counted toward bargaining, classification, or nursing unit seniority.
- (D) Bargaining unit seniority and nursing unit seniority shall be maintained at the level accrued on the last working day prior to a continuous authorized leave of absence without pay up to twelve (12) months, provided that the employee return to work immediately following the expiration of such leave of absence.

- (E) Current per diem rehired retirees will regain any seniority hours forfeited upon rehire as a per diem rehired retiree.

5.02 Loss of Seniority.

- (A) Terminates voluntarily.
- (B) Is discharged for cause.
- (C) Exceeds an official leave of absence.
- (D) Layoff in excess of 12 months.
- (E) Refuses recall (as provided in "recall" section of this agreement) while on layoff.

5.03 Seniority: Application.

- (A) Except to the extent provided otherwise in this agreement, bargaining unit seniority shall apply in the computation and determination of eligibility for all benefits where length of service is a factor pursuant to this agreement. Except to the extent provided otherwise in this agreement, layoff, recall, vacation scheduling, holiday scheduling, and an authorized leave of absence will be determined by the bargaining unit seniority of the employees on an individual nursing unit. Full Time employees will be given preference over Part Time employees of equal bargaining unit seniority.
- (B) Weekend flex employees will be considered Full Time employees in the event of a layoff.
- (C) Nursing unit seniority shall apply in cases where bargaining unit seniority is equal.

5.04 Layoff.

- (A) The Medical Center recognizes that layoffs have significant negative impact on employees. Accordingly, the Medical Center will exercise its right to lay off employees only when such layoffs are justified by legitimate business considerations.
- (B) In the event of a layoff, and subject to all other conditions of this section, bargaining unit seniority among Full Time and Part Time employees in the RN and LPN job classifications will control; classification seniority among Full Time and Part Time employees in the Care Manager job classification will control.
- (C) **Notification**
 1. Should a layoff be necessary, the Medical Center will notify the Union at least four (4) weeks prior to the implementation of any layoff except in the event of an unforeseen emergent circumstance or disaster due to fire, flood, or other Act of God, where this notice requirement shall be waived. At the request of the Union, the Medical Center and the Union shall meet to discuss any possible layoff or reduction of hours in order to explore alternatives to layoff including, but not limited to, job sharing and voluntary reduction of hours.
 2. Affected employees shall be advised of all vacant positions, their potential for bumping rights (such notification of bumping rights will explain that bumping rights only exist for those employees for whom an appropriate vacant position [as defined in 5.04 (D)6] is not available), and date, time and location of the selection meeting. Such notice shall be mailed via overnight mail to the affected employee's home address and via electronic mail to the affected employee's personal email address provided by the employee through Employee Self Service, a minimum of 14 calendar days prior to the effective date of the layoff.

(D) **Procedure**

1. As used in this Section, Layoff Districts shall include:
 - a) Operating Room, PACU/Holding, Emergency Department, M/S ICU, PCU, ESRD, Radiology, Cardiac Cath, Endoscopy, CVICU, Berrie OR and Pre-Post Area, Cardiac Stress, Cardiac Rehab, Critical Care Float Team, PAT, Radiation Oncology.
 - b) Dean 8, Dean 7, Dean 6, Dean 4, Adult Clinics, Home Care Adult, 4 East, Wound Care, Infusion Center, 3 Northwest (inclusive of 3 West), 2W, 2 Kaplen, Med/Surg Float Team, Pain Center.
 - c) Labor & Delivery, Pediatrics, Neonatal ICU, Mother/Baby, MCH Clinics, Home Care MCH, MCH Float Team.
2. The Medical Center will first seek volunteers to be laid off in the affected job classification, unit and shift and then in the affected job classification, Layoff District and shift. The Medical Center reserves the right not to accept volunteers if it would leave the Medical Center without qualified nurses sufficient to staff a unit or would otherwise impede the operation of the Medical Center.
3. If the number of volunteers is insufficient, the Medical Center shall next layoff probationary employees in the same job classification without regard to their individual periods of employment. Such employees shall be laid off and have no rights hereunder. If the Medical Center chooses not to eliminate the positions of such laid off employees, they shall be considered as vacant positions for the purpose of paragraph (6) below. However, the Medical Center reserves the right to retain probationary employees to the extent necessary to insure a continued supply of qualified nurses and uninterrupted operations.
4. Before a layoff is implemented, all staff in temporary positions shall be returned to their former positions for the purpose of exercising their rights hereunder. If the Medical Center chooses to make a temporary position a permanent position it shall be considered as a vacant position for the purpose of paragraph 6 below.
5. A non-probationary employee in the same job classification with the least seniority in the affected unit and shift shall be next to be laid off subject to the procedures defined below.
6. (a) Prior to the staff RN profile being filled, displaced Care Managers shall be offered a choice between remaining in a Care Manager position or converting to a Staff RN position. Once this declaration is made, it is held for the entire process.

(b) Prior to the offer of vacant positions as in 6(c) below, the displaced employee, in order of seniority, shall be given first preference to fill vacancies on their unit regardless of status, and shift and classification. An employee not exercising said option shall proceed to paragraph 6(c) below.

(c) An employee subject to layoff hereunder shall first be offered vacant positions that exist in the job classification and status, first within the Layoff District and then outside the Layoff District, provided he/she is qualified. For the purpose of this section, "qualified" shall be defined as fulfilling the performance standards of the position within a period not to exceed sixty (60) calendar days, including orientation. However, nurses with 10,000 bargaining unit hours or more will be guaranteed orientation and training for such vacant positions for a period not to exceed one hundred twenty (120) calendar days.

7. If a "same shift" vacancy for which the employee is qualified does not exist in the job classification, the laid off employee shall, if qualified, have the right to bump the least senior employee (based upon bargaining unit seniority for RNs and LPNs and classification seniority for Care Managers) in the same job classification:

First (Step One), within the Layoff District and shift *

Second (Step Two), outside the Layoff District within the shift

Third (Step Three), inside or outside the Layoff District regardless of shift

However, a Full Time employee shall not be required to bump a Part Time employee hereunder.

* At the Medical Center's option, employees subject to layoff hereunder may be offered the choice of an assignment after step one above to a Resource Pool in order of bargaining unit seniority, provided that they are immediately qualified to perform the available work. Employees offered such a choice may decline and exercise any other bumping rights they may have hereunder. Employees in the Resource Pool shall maintain their then current status (Full Time, Part Time, etc.) and shift and shall be given different assignments within their job classification in units within their ACP (as defined in Article 5.10 Floating) or, if qualified, in units outside their ACP, in accordance with operating needs as determined by the Medical Center. None of the provisions of Article 5.10 - Floating shall apply to employees in the Resource Pool. Employees in the resource pool shall have the same right to apply for vacancies as active employees, and they shall enjoy the same recall rights as employees in layoff status. Employees in the resource pool who are displaced as a result of a layoff or as a result of the subsequent placement of more senior employees in the resource pool, shall be permitted to exercise the bumping rights set forth above, starting with Step One, and shall be treated for such purpose as if they were in the Layoff District of the position they occupied immediately before being placed in the resource pool.

8. An employee bumped as a result of another employee exercising rights in accordance with paragraph (7) above or (10) below may, if qualified and possessing greater seniority, bump the least senior employee in any other Layoff District in the same job classification regardless of shift, provided, however, that a Full Time employee shall not be required to bump a Part Time employee hereunder. Such employees also may be offered assignment to the Resource Pool. Employees offered such an assignment may decline and exercise whatever bumping rights they have hereunder.
9. At the Medical Center's sole and exclusive discretion, all employees in layoff status may be offered recall to positions in the Resource Pool. Such employees may decline recall to the Resource Pool and elect to remain on layoff. Employees who accept such offers shall be eligible for the vacancy application and recall rights set forth in paragraph 7 above.
10. A Care Manager displaced from the Care Manager job classification as a result of a layoff shall, first be offered like status vacancies in the Staff RN job classification for which the employee is qualified. If a "same shift" like status vacancy for which the employee is qualified does not exist in the Staff RN job classification, the Care Manager shall, if qualified, have the right to bump the least senior employee (based upon bargaining unit seniority) in the Staff RN job classification:

First (Step One), within the Layoff District and shift *

Second (Step Two), outside the Layoff District within the shift

Third (Step Three), inside or outside the Layoff District regardless of shift

However, a Full Time employee shall not be required to bump a Part Time employee hereunder.

* At the Medical Center's option, Care Managers subject to layoff hereunder may be offered the choice of an assignment after step one above to a Resource Pool in order of bargaining unit seniority, provided that they are immediately qualified to perform the available work. Employees offered such a choice may decline and exercise any other bumping rights they may have hereunder. Employees in the Resource Pool shall maintain their then current status (Full Time, Part Time, etc.) and shift and shall be given different assignments either within their job classification or in the Staff RN job classification in units within their ACP (as defined in Section 5.10 - Floating) or, if qualified, in units outside their ACP, in accordance with operating needs as determined by the Medical Center. None of the provisions of Section 5.10 - Floating shall apply to employees in the Resource Pool. Employees in the resource pool shall have the same right to apply for vacancies as active employees, and they shall enjoy the same recall rights as employees in layoff status. Employees in the resource pool who are displaced as a result of a layoff or as a result of the subsequent placement of more senior employees in the resource pool, shall be permitted to exercise the bumping rights set forth above, starting with Step One, and shall be treated for such purpose as if they were in the Layoff District of the position they occupied immediately before being placed in the resource pool.

Except as permitted hereunder, no inter-classification bumping shall be permitted.

11. An employee on leave of absence shall be subject to the layoff and recall provisions herein.
12. Where a Part Time employee has greater seniority than a Full Time employee, in the same job classification, he/she may bump the Full Time employee subject to the conditions herein if he/she is willing to assume a Full Time position.
13. Affected employees shall select the vacant position which they wish to fill at a selection meeting scheduled by the Medical Center. The selection meeting shall take place no less than 4 calendar days after the overnight mailing of such notice to the affected employees. Selection for vacant positions shall be made in order of seniority. The notice shall provide the time slot assigned to the individual in order of seniority. Employees will be provided a phone number to call in to such meeting in the event they are not available to be present.

This process should be coordinated to provide an efficient and timely completion. The Medical Center may choose to use a computer screen, a screen projection and/or any manner in which there is a visual view of open vacant positions to which the affected employee may fill in order of seniority. Throughout the selection meeting, the vacancy list shall be updated and maintained in real time with each selection made by each affected employee.

Up to two HPAE designated representatives have the right to be present to observe the process. Such presence does not waive the Union's right to object and file a grievance to any and/or all parts of the layoff procedure.

Employees who fail to make a selection at the meeting or by telephone at their designated time slot shall forfeit their right to select a vacant position until all other affected employees have made their selection.

14. An employee who elects not to fill a vacant position or elects not to exercise bumping rights will be considered laid off and eligible for recall rights.

E. Priority Per Diem Pool.

Full Time and Part Time employees who are actually laid off may, at their choosing, comprise a priority per diem pool functioning as Staff RNs or LPNs. Such employees may remain part of this pool for a period of one year from the date of layoff. Thereafter, such employees must elect either Float Per Diem or Unit Per Diem status. While in the priority per diem pool, these employees may make themselves available up to the amount of their prior status hours. The Medical Center shall make a good faith effort to offer members of this pool hours up to their prior status before any other per diem is offered available work. The only exception to this shall be if per diem employees are needed in units where laid off employees cannot reasonably be expected to meet the Performance Standard of the position. The Medical Center shall not be arbitrary in the evaluation of the abilities of laid off employees hereunder.

F. Recall.

Whenever a vacancy occurs:

1. Staff RNs and LPNs who are on layoff shall be recalled to jobs within their job classification in accordance with their bargaining unit seniority, provided they have the ability and experience to perform the work and assume the responsibilities required, and if not, the next senior employee will be recalled and so on.
2. Care Managers who are on layoff shall be recalled to jobs within their job classification or the Staff RN job classification, whichever is available first, in accordance with their bargaining unit seniority, provided they have the ability and experience to perform the work and assume the responsibilities required, and if not, the next senior employee will be recalled and so on.

Any refusal of recall hereunder shall result in forfeiture of all recall rights and termination of employment status.

Recall rights shall continue for one year from the date of layoff. Seniority shall be preserved during any layoff up to a maximum continuous period of one (1) year.

G. Severance

- 1) Employees with one (1) or more years of continuous service who are permanently laid off, (a layoff of at least three calendar weeks) shall receive severance pay at the rate of one (1) weeks pay for each complete year of continuous service up to a maximum of eight (8) weeks pay at his/her regular rate of pay.
- 2) Any employee who receives severance and is subsequently recalled shall, for the purposes of any future severance payment due to layoff, have his/her continuous service calculated from the date of last severance payment.

5.05 Temporary and Permanent Closure of Units.

A. Definitions and Notification.

In the event that it is necessary for the Medical Center to close a patient unit due to low census, renovations or other business reasons, the following shall apply:

The Medical Center will inform the Union in writing in a prompt and timely manner of a closure, and its determination as to whether the closure is temporary or permanent. EHMC will make its best efforts to notify the Union prior to the notification of the staff of the affected unit (s). If temporary, the Medical Center will also inform the Union of the anticipated duration of the closure.

A temporary closure shall be defined as a short term, non-permanent closure of a unit, which the Medical Center intends to re-open.

A permanent closure shall be defined as either a permanent unit closure, or one which is non-permanent but long term in duration, and which, therefore, requires a permanent reassignment of affected employees.

The determination of whether a closure is temporary or permanent shall remain within the Medical Center's sole and exclusive discretion.

B. Placement of Affected Staff.

(1) Temporary Closure.

At the Medical Center's option, employees may be floated for the duration of the temporary closure based on their skills and qualifications. Float differential will not be paid to employees who float hereunder. If the Medical Center does not exercise this option, employees, in order of seniority, may select temporary assignments from among vacant positions in the same status and classification for which they are immediately qualified; first from within their Layoff District (as per Article 5.04(D) and then outside their Layoff District. In the alternative, employees may select temporary assignments from among vacant positions in a different status within their classification; first from within their Layoff District and then outside their Layoff District, provided they are immediately qualified.

If employees are unable to select a temporary assignment in accordance with the above paragraph and the closure is for greater than seven (7) calendar days, the employee must select one of the following options:

- a) bump the least senior employee in the same status and classification within the bargaining unit for whom the employee is immediately qualified and has the requisite seniority. Any employee so bumped shall be laid off.
- b) priority per diem status.
- c) temporary lay-off.

The Medical Center will notify the Union at least seven (7) calendar days prior to the implementation of any layoff except in the event of an unforeseen emergent circumstance or disaster due to fire, flood, or other Act of God, where this notice requirement shall be waived.

All options and selections hereunder must be exercised and made within time limitations set by the Medical Center.

In order to accommodate placement, probationary employees will be laid off first.

If the Medical Center determines that a temporary layoff will last more than three (3) months, or if a temporary layoff that had not been expected to last more than three (3) months extends beyond three (3) months, any employees eligible to exercise rights or who previously exercised rights under B (1) (a), (b), or (c), and any employees who were bumped under paragraph B (1) shall exercise all of their rights under Section 5.04 Layoff.

(2) Permanent Closure.

In the event a unit is permanently closed, the procedure as set forth in Article 5.04 Layoff shall be applied.

C. Unit Re-opening.

When a temporarily closed unit is re-opened, employees will be returned/recalled to the unit.
A unit is defined by the nature of patient type or service, not location.

The Medical Center will comply with all provisions of this agreement, and obligations hereunder, including specifically, 3.05A and B, 5.10, 6.04, 6.07, 6.10, 8.12 (Rest and Meal Periods), and 14, when it opens units.

The Medical Center will inform the Union in writing in a prompt and timely manner of the opening or re-opening of a unit. EHMC will make its best efforts to notify the Union prior to the notification of the staff of the affected unit(s).

5.06 Reorganization of Units.

In the event the Employer intends to reorganize existing patient care services and/or delivery systems on a particular unit, it shall notify the Union of its plan a minimum of four weeks prior to its implementation and proceed as follows:

A. Reorganization Process for a Single Unit

1. In the event of a reorganization, and subject to all other conditions of this section, bargaining unit seniority among fulltime, part-time and weekend flex employees in the RN and LPN job classification will control; classification seniority among FT and PT and WE flex employees in the Care Manager job classification will control. WE flex employees shall be considered fulltime employees in the event no vacant WE flex positions exists in the reorganization.
2. Nurses in temporary positions shall be returned to their former position. If the Medical Center chooses to make the temporary position a permanent position, it shall be considered as a vacant position for the purpose of paragraph 8(b) below.
3. Prior to initiating the reorganization process the Union shall be provided with an up to date seniority list for the unit inclusive of classification seniority denoting shift and status. The Medical Center will provide the Union with current bargaining unit seniority lists for affected staff nurses for the unit involved by seniority, shift and status. The Medical Center will provide seniority lists for affected Care Managers involved by seniority, shift and status. These lists will be provided initially and at each step of the process.
4. Affected employees shall be advised of all vacant positions a minimum of 14 calendar days prior to the implementation of any reorganization. Responses from the affected employees are due within three (3) calendar days after they are advised of their rights
5. a. The staffing profile is filled for the unit involved by most senior Care Manager according to classification seniority by same shift and status.

Prior to the staff RN profile being filled, displaced Care Managers shall be offered a choice between remaining in a Care Manager position or converting to a Staff RN position. Once this declaration is made, it is held for the entire process.

- b. The staffing profile is filled for the unit involved by most senior staff nurse according to bargaining unit seniority by same shift and same status.
6. If there are no positions in the same status, and shift and classification the affected nurses are the least senior Staff nurse by bargaining unit seniority or least senior Care Manager by classification seniority whose positions have been eliminated. They are then placed on the appropriate involuntary displacement list.

7. After staffing profile is filled, all remaining open positions on the unit will be offered to displaced staff nurses and Care Managers regardless of status, shift or classification based on bargaining unit seniority. Those nurses applying for Care Manager positions must meet the requirements of 5.09. An employee not exercising said option shall proceed to paragraph 8(b) below.
8. a) If there remain involuntarily displaced staff nurses and Care Managers they will be placed on the involuntary displacement lists by bargaining unit seniority or classification seniority by shift and status.

b) An employee subject to involuntary displacement due to reorganization shall first be offered vacant positions within the Medical Center by shift, status, and classification (based on 5.09), based on most senior bargaining unit seniority for staff nurses and most senior classification seniority for Care Manager.
 - First within ACP.
 - If nothing is available within the ACP, then outside the ACP.
 - If nothing is available within or outside the ACP, same shift, status, classification, the displaced staff nurse or Care Manager can choose another shift, any status, any classification (based on 5.09).
9. a) If an Registered Nurse or Care Manager refuses an equivalent vacant position then she/he has chosen voluntary displacement and will be placed on the voluntary displacement list by bargaining unit seniority or classification seniority whichever applies.

b) An employee on the voluntary displacement list will be offered any vacant positions at the end of the process. For those selecting Care Manager position Section 5.09 applies. If an employee elects not to take a position she/he is voluntarily laid off.

For Multiple Units Going into One Unit

- 1) Section 5.06 A – 1-4 applies.
- 2) All staff nurses and Care Managers from the units affected are integrated into either bargaining unit or classification seniority lists by same shift and status.
- 3) Follow Section 5.06 A – 5-9.

B. For Multiple Units Being Reorganized at the Same Time

1. Follow Section 5.06 A – 1-7.
2. All staff nurses and Care Managers from all units affected that are still involuntarily displaced are integrated in to either bargaining unit or classification seniority lists by same shift and status.
3. Follow Section 5.06 A – 8-9.

C. Applies to All Reorganizations

- 1) Where practicable, the Employer will utilize existing employees and will provide orientation and, if needed, reasonable training. Should an employee not be qualified to fulfill the requirements despite orientation and training, the Employer will make its best effort to reassign the employee to available positions on units within the Area of Clinical Practice. If that is not possible, the Employer will make its best effort to reassign the employee to available positions outside the Area of Clinical Practice.

- 2) Where the reorganization is preceded by a temporary closure, the procedure provided for in 5.05 (B)(1) above shall apply.

5.07 Fluctuation of Census.

1. To meet the fluctuation of census, the Medical Center will identify the units that are in greatest need for nurses to be floated in to supplement staffing. The Medical Center and the Union will seek volunteers from other districts to orient to such units and volunteer their services to work on such units when needed. The Medical Center will provide each volunteer a formal credentialing mechanism as defined in the performance standards/unit structure on a specific unit. In order to ensure competence the nurse will commit to working on the specific unit at least six (6) times per year.
2. When the census or volume decreases (including known admissions) by at least 25% on any unit, excess employees may be required to float despite years of seniority. "Excess employees" is defined as those employees who are not needed to meet the unit's patient care needs due to the decrease in census. For all percentage calculations hereunder, 100% shall equal the full capacity for the unit involved. Floating shall occur in accordance with the following procedure:
 - i. Volunteers on duty within the unit will be sought.
 - ii. Casual Per Diems will be floated within the ACP.
 - iii. Floating of qualified employees will occur in order of reverse seniority, the least senior first.

Nurses who are floated shall be assigned patients for whom they have current core clinical competencies as defined by the Medical Center.

Floating shall be restricted so as to limit floating of an employee to within said employee's own Area of Clinical Practice (ACP). The ACPs are as follows:

- 1) Operating Room, PACU/Holding, Berrie OR, Berrie PrePost/PAT Area, Emergency Department, M/S ICU, PCU, ESRD, CVICU, 2W.
 - 2) Radiology, Cardiac Cath, Endoscopy, Vascular Lab, Wound Care, Cardiac Stress Lab, Cardiac Rehab, Pain Center, Radiation Oncology.
 - 3) Dean 8, Dean 7, Dean 6, Dean 4, Adult Clinics, Infusion Center, 3 NW (inclusive of 3 West), 2 Kaplen.
 - 4) Labor & Delivery, Pediatrics, Neonatal ICU, Mother/Baby, MCH Clinics.
 - 5) Home Care, 4 East (Floated based upon patient specific needs).
- iv. Nurses assigned charge duty will not float.
 - v. If the need to float does not exist, employees will be given the option to use accrued benefit time (vacation or holiday time) or time off without pay. If employees have called-in to volunteer to use benefit time that day prior to the determination that someone on the unit would be asked to use benefit time, then such volunteers are taken in order of the time they called in to volunteer. If no one has called-in to volunteer (or not enough staff have called in to address the need), then the unit staff are called in order of Bargaining Unit Seniority and asked if they would like to take benefit time that day. If a volunteer has been overlooked, that employee will be offered the next available opportunity to use benefit time on that unit.

Requests for benefit time will not be honored more than twenty-four (24) hours prior to the start of the shift.

5.08 Super-Seniority.

Super-seniority shall be accorded to the General Representatives as defined in Section 2.04. An employee possessed of super-seniority shall be preferred over other employees for purposes of layoff and recall only. Additionally, an employee possessed of super-seniority shall be preferred over other employees for purposes of reorganization to the extent permitted by applicable law.

5.09 Transfer and Promotion.

The Employer shall notify employees of each specific temporary or permanent vacancy which it intends to fill, including classification, status, shift (including specific hours of staggered start, if any) and number of such vacant staff positions continually posted on the Intranet. A hardcopy will be maintained in the Nursing Office, updated every fourteen (14) days and made available to all shifts. Newly posted positions will be held for internal candidates only for the first fourteen (14) calendar days. Thereafter, if the position remains vacant, it will continue to be posted until filled or withdrawn. An unfilled Care Manager position will continue to be posted for an additional two (2) month period and thereafter, it will be posted as a temporary Staff Nurse position. However, the Medical Center may recruit and hire a new employee to fill a vacancy any time after the initial fourteen (14) calendar day period has expired without a qualified bargaining unit employee having applied for the vacancy during the initial fourteen (14) calendar day period.

The Employer shall e-mail a copy of each posting, in Excel format, to the Union on the first (1st) and fifteenth (15th) of each month. Any interested employee with a satisfactory work record must request in writing to the manager of the unit to which she/he is applying for a transfer or promotion to fill such a vacancy provided that the employee has the necessary qualifications to perform the job. Employees whose work record might have been deemed unsatisfactory but who successfully completed a remediation plan issued at management's discretion, and who has not been disciplined following their completion of said remediation plan, will be eligible for consideration for transfer and promotion.

Eligibility for transfer shall be limited to employees with at least one (1) year of continuous service with the Medical Center. However, this limitation shall not apply to employees seeking change of status or shift within her/his unit. In addition, if mutually agreed to by both the employee and the Medical Center, an employee may transfer with less than one year of continuous service. In the event that an employee transfers unit, or changes status or shift within his./her unit, the Medical Center retains the right to require repayment of any sign-on bonus monies paid or deny any future payments to the employee. First consideration to fill Staff RN and LPN vacancies will be given to existing bargaining unit members subject to qualifications set forth in the job description. Bargaining unit members who are on a leave of absence with a return to work date of less than 45 days from the date of posting shall be eligible to bid for transfer to a position within their unit. Upon the award of this transfer, the employer may post the employee's former position to be back-filled. Consideration to fill Care Manager vacancies will be given to existing bargaining unit members subject to qualifications set forth in the job description, provided however that the Employer reserves the right to hire Care Managers from outside the bargaining unit in all cases. If the Employer, in its sole and exclusive discretion, determines that skill, ability and qualifications among existing bargaining unit employees and outside applicants for a Care Manager job are equal, the Employer shall select the existing bargaining unit employee with the greatest bargaining unit seniority.

Where two (2) or more employees request transfer or promotion to a Staff RN or LPN job and are of equal ability, the Employer shall select the employee with the greatest bargaining unit seniority. Where two (2) or more employees request transfer or promotion to a Care Manager job, the Employer shall make the selection based upon skill, ability and qualifications, as determined by the Employer within its sole and exclusive discretion. If the Employer, in its sole and exclusive discretion, determines that skill, ability and qualifications among applicants for a Care Manager job are equal, the Employer shall select the employee with the greatest bargaining unit seniority.

The manager will interview and respond to applicants within twenty (20) business days following the end of the fourteen calendar day posting period. Once an employee has been granted the transfer they shall be notified that he/she shall be transferred within sixty (60) calendar days of transfer approval. If the employee is not accepted they shall be notified within ten (10) business days of the decision and he/she will need to reapply for the position when and if the position becomes vacant and is reposted.

Upon request, the Union may review all outstanding requests for transfer and promotion. If a position on a Specialty Unit has been posted and advertised to the public as per paragraph 1 above for more than six months and remains vacant, the Medical Center may repost the position for internal bidding and offer the successful candidate education and training which the Medical Center deems appropriate and necessary to the standards of care so that candidate may fulfill the performance standards of the position within a reasonable period of time. The Medical Center may elect to implement this option in less than six months from the initial posting.

For an employee in a position as per the above paragraph, if, at any time during or at the conclusion of this process, the CNP, Nurse Manager and preceptor feel the orientation is not successful, the Medical Center and the Union will meet to determine if there are ways to make it successful or if it is necessary to return the individual to their former position if it has been less than thirty (30) days. If more than thirty (30) days but less than sixty (60) days the individual will be returned to their former position, if available, or a comparable position with the same shift, classification and pay.

After sixty (60) days, if the employee's former position or a comparable position is not available, the employee may select any vacant position for which they are qualified while waiting for their former position or a comparable position to become available.

In the event the employee's former position or a comparable position is not available, the employee may, for up to twelve months from the date of their removal from their specialty position, apply for any posted position for which they are qualified, while waiting for their former position or comparable position, as the case may be, to become available. In the event there are no available positions, the employee will be placed in a per diem status.

Employees will serve a formal familiarization period of sixty (60) calendar days in the event of a transfer and ninety (90) calendar days in the event of a promotion. An employee who does not complete the familiarization period to the satisfaction of the manager will be returned to his/her former position. Former position is guaranteed for thirty (30) calendar days after the transfer or promotion. After thirty (30) calendar days, the employee may be returned to the former position if available, or a comparable position with the same shift, classification and pay. After sixty (60) calendar days for RNs and LPNs and ninety (90) calendar days for Care Managers, the transfer will be considered permanent.

If a vacancy which had been filled on a temporary basis is to be filled on a regular basis, it will be posted in accordance with the above stated policy. The employee in the temporary position will be considered with other applicants for purposes of filling the position on a regular basis.

When the need for a temporary position no longer exists due to the return of the original employee or permanent transfer into that position, the temporary employee will be returned to his/her former position.

The Medical Center will consider for a Care Manager vacancy an applicant who does not currently possess a BSN degree in cases where there are no degreed applicants who are deemed by the Medical Center to be qualified, provided that the non-degreed applicant is matriculated in a nursing degree program and expected to receive the degree within one year of the application. Any non-degreed applicant promoted to Care Manager must use her/his best efforts to earn the BSN degree without undue delay. In the event of a failure to use best efforts the Care Manager may be demoted to his/her former position. However, there shall be no demotion if the delay in earning the BSN degree is caused by circumstances beyond the employee's control.

5.10 Floating.

The Medical Center will make its best efforts to minimize and eliminate floating within the term of this contract. In an effort to meet this goal the steps set forth in section 6.10 will apply (to post schedules with core staffing levels) to meet the nursing needs of the Medical Center on a unit by unit, shift by shift basis. In an effort to reduce floating, for each Area of Clinical Practice, the Medical Center shall establish a float pool consisting of Float Per Diem Employees and other employees who transfer into the float pool.

The Medical Center recognizes the need to use its best efforts to minimize and eliminate floating as demonstrated by the reduction in floating hours during the first quarter of 2005. Any limitation on floating shall not include floating under contract section 5.07 – Fluctuation of Census. The Medical Center will share the following data with HP AE on a quarterly basis in an electronic format:

- a) Float reports using codes 800 (floating) and 801 (floating at time and one-half) by month, unit and shift.
- b) Post Schedules by unit and shift including sick, absent calls, and leave of absence.
- c) Daily census data by unit and shift.
- d) The above data shall be sent via Excel format with the exception of (c) above, “Daily census data by unit and shift”. Data shall also be sent to HP AE within sixty (60) days following the end of the prior quarter.
- e) However, best efforts will be made to provide daily census data by unit and shift in Excel format.

Employees assigned to the float pool shall receive a differential of \$3.50 per hour for each hour worked within the float pool.

If floating remains necessary despite the Medical Center’s best effort, floating of employees who are permanently assigned to particular units, except for unit per diems, shall be permitted only as specifically outlined below:

- A. Floating shall be restricted so as to limit floating of an employee to within said employees own Area of Clinical Practice (ACP). When floating an employee within the employee’s ACP the Medical Center will make its best efforts to float within the subsection (a), (b) and (c) and only if no other option is available, within the larger ACP 1, 2 and 3. The ACPs are as follows:
 - 1) (a) M/SICU, PCU, CVICU, ED
(b) OR, Berrie OR, PACU/Holding, Berrie PAT/ Pre-Post
 - 2) (a) Dean 8, 3NW (inclusive of 3W), 2 Kaplen
(b) Dean 4, Infusion, 2W
(c) Dean 7, Dean 6
 - 3) Peds, NICU, Mother/Baby, L&D

Employees in current units not listed in an ACP shall not be required to float except under section 5.07, Fluctuation of Census.

B) Except for Unit Per Diem employees, employees with eight (8) years or more years’ seniority as determined by length of service, will not be required to float.

C) Nurses assigned charge are not required to float.

D) Volunteers will be sought from within the ACP. If no volunteers are available, the least senior eligible qualified employee within the classification shall be floated as determined by the manager in charge. The Medical Center and Union agree to evaluate rotation of floating among qualified employees within the classification.

E) A differential of three (\$3.00) dollars per hour will be paid to each employee who floats. This shall not apply to floating due to fluctuation of census.

F) Employees on orientation and new graduates with eight (8) months or less seniority shall not be required to float except in a bona fide emergency.

G) Employees who have transferred to a different ACP shall not be required to float for 2 months following completion of orientation to the unit except in a bona fide emergency.

H) When the Medical Center creates or relocates units or changes the type of patient care provided on a unit, such unit will be placed in the ACP that best matches the nursing care skills required.

I) Regardless of years of service, employees on overtime or extra time will float before regularly scheduled Full Time and Part Time staff. In the event that nurses who are scheduled for overtime or extra time are not needed on the unit they are scheduled to work, such nurses will be notified no less than two hours prior to the beginning of the shift and informed that they are needed to float to another unit and the nurse will be given the option of not working the shift.

J) Nurses who are floated shall be assigned patients for whom they have current core clinical competencies as defined by the Medical Center.

6. WORK TIME

6.01 Normal Workday.

For the purposes of determining application of an employee's regular compensation rate, the employee's normal workday will be eight (8) work hours, including rest periods and including a one-half (1/2) hour unpaid scheduled meal period.

Effective September 20, 2009, for the purposes of determining application of an employee's regular compensation rate, the employee's normal workday will be eight (8) work hours, including rest periods and excluding a one-half (1/2) hour unpaid scheduled meal period.

The change to the extended the work day will be implemented by adding fifteen (15) minutes to the beginning of each shift and fifteen (15) minutes to the end of each shift.

An employee shall be scheduled to work a full eight (8) hour shift unless otherwise determined by mutual agreement between the Employer and the employee.

The Medical Center shall offer ten (10) hour and twelve (12) hour shifts as per Schedules G and H. The Medical Center shall offer a "Weekend Flex Shift" program as per Schedule I.

Care Managers are exempt employees. As a result, normal work day provisions shall not apply to them.

6.02 Normal Workweek.

For the purposes of determining application of an employee's regular compensation rate, the employee's normal work week will be forty (40) hours excluding an unpaid meal period in five (5) work days, and the employee will have two (2) days off in each week. The workweek begins and ends at midnight Saturday.

Care Managers are exempt employees. As a result, normal work week provisions shall not apply to them.

6.03 Work Obligation: Employee.

An employee will work the hours assigned as his or her normal work day and work week. An employee will report for work on time, ready, willing and able to work.

6.04 Work Schedules.

The Employer shall post schedules of employee assignments in four (4) week blocks. Each schedule shall be posted at least two (2) weeks before the start of the scheduling period. During the week immediately preceding the posting of the four-week schedule, there will be no schedule changes/requests accepted except in the event of a bona fide emergency. Such schedule shall be maintained until it is superseded by a new schedule or changed by agreement between the Employer and employee. Schedule changes requested by employees shall be granted unless they result in understaffing the patient care unit or produce additional costs to the Medical Center.

6.05 Weekend Rotation and Premium.

- (A) The Employer will use its best efforts to grant each Full Time and Part Time #1 employee covered by this agreement every other weekend off and will guarantee every third weekend off and will guarantee that said employees will not work more than twenty-six (26) weekends per calendar year. However, nothing in this Agreement shall prevent any employee from working a number of weekends that exceed the foregoing guarantees if the employee requests such additional weekend work in writing to the manager or designee.

Full Time and Part Time #1 employees who are scheduled (in the Medical Center's discretion) to work three (3) out of any four (4) consecutive weekends shall be compensated for the third and fourth weekend or any part of the third and fourth weekend worked at a rate of time and one-half (1 1/2) the employee's regular compensation rate of pay. When determining whether this premium has been earned, the weeks shall be considered in discrete consecutive periods of three (3) weeks [in the event of three (3) weekends worked out of four(4)] or four (4) weeks [in the event of four (4) weekends worked out of four (4)] starting with the first complete calendar week (Monday through Sunday) after the execution of this Agreement. The weeks shall not be considered on a rolling basis, i.e. weeks from one discrete three (3) or four (4) week period shall not be considered with weeks from a preceding or following three (3) or four (4) week period. Thus, once the weekend premium is paid hereunder due to three (3) or four (4) weekends having been worked out of four weekends, a new set of four consecutive weekends shall commence for the purpose of determining eligibility for the weekend premium.

The following shall not be counted as weekends worked for the purpose of determining eligibility for the weekend premium.

- 1) Any weekend worked at the request of an employee.
- 2) Any weekend contiguous with approved vacation in which an employee works one weekend day.
- 3) If an employee calls in sick or absent on a weekend shift or shifts on which she/he is scheduled to work, she/he may be assigned to work an additional weekend shift or shifts accordingly. Such make-up shift or shifts shall not be counted as a weekend day or days worked for the purpose of determining eligibility for the weekend premium. However, the Nurse Manager or designee may

use discretion in determining whether an additional weekend is assigned based on her/his sole and exclusive judgment as to the specific circumstances.

- (B) It is understood that to effect every other weekend off and to grant every third weekend off, it will be necessary to rotate days off for all Full Time and Part Time #1 employees, there will be no restrictions on split days off, and the Employer may utilize back-to-back work weeks.

A weekend for purposes of defining a weekend off is defined as two (2) days: Saturday and Sunday for day and evening staff; Friday and Saturday, or Saturday and Sunday for night staff as designated by a majority of the night staff on each unit. Current weekend designations for a night staff will continue unless modified by a majority of the night staff on any unit. A weekend for purposes of defining a weekend worked is defined as: Saturday or Sunday for day and evening staff; Friday or Saturday for night staff on units which have designated Friday and Saturday as their weekend off; and Saturday or Sunday for night staff on units which have designated Saturday and Sunday as their weekend off.

- (C) Nothing in the Section 6.05 shall apply to Part Time #2, Regular Per Diem or Casual Per Diem employees.

- (D) There shall be no increase in weekend work requirement for any employee unless by mutual agreement. Additionally, weekend requirements in the units set forth below will be as indicated:

- 1) PACU weekend requirements are:

* Days – every 4th weekend in place:

2 RNs in place on Saturday, 6:45A to 7:15P and Sunday 7A to 7P call.

* Evenings and Nights – every 4th weekend, 7P to 7A call. If scheduled to take call both Saturday and Sunday that would fulfill the call requirement for the four (4) week period.

- 2) Home Health Nurses are required to work Saturday and Sunday of every third weekend. However, this shall not be construed as modifying the definition of weekend worked or weekend off under this agreement.
- 3) There will be no weekend requirement for nurses who work in the Berrie Center, unless business necessity requires otherwise.

6.06 Experimental Workday and Work Week.

Alteration of normal workday and work week to permit experimentation with other systems of scheduling work time will be permitted upon mutual consent of Employer and Union. Mutual consent may be given on a conditional basis by one or both parties. Such consent must be in written form, stating conditions and signed by both parties.

If the majority of employees working on a particular unit are interested in converting to a different shift format (e.g. 10, or 12 hour shifts) the Chief Nursing Officer or his/her designee or the Union may present the matter to the Joint Nursing Practice Council (JNPC) for further discussion. The JNPC shall consider such factors as patient care needs, staff turnover, budgetary implications, employee satisfaction, overtime usage, per diem usage, vacancy rates, the length of time positions remain open and unit specific certification requirements.

6.07 Mandatory Overtime.

The Medical Center will comply with State legislation limiting mandatory overtime and will apply the legislation, when effective, to all bargaining unit employees.

The Medical Center shall provide to the Union the nursing staffing policy, information and training relating to mandatory overtime as required by applicable law and regulations.

6.08 Shift Rotation.

There will be no rotation of employees.

6.09 Work Preference.

Preference for available work time shall be given to bargaining unit employees over nurses supplied through outside agencies. If a traveler agency nurse works greater than six months, not related to a leave of absence, a posted vacancy or a significant operational initiative (e.g. Epic), the Medical Center shall post a position. The Medical Center will provide notice of the need to waive this section in the case of traveler agency contracts. Such notice shall identify the need, the unit, the shift and the length of time of the need. If time permits, the parties will explore staffing alternatives prior to a commitment being made. In the interest of ensuring proper coverage, the Union shall not unreasonably withhold its written waiver. Such consent shall specify the terms (e.g. unit, shift, and duration) for which the Union is waiving claims for work preference.

Traveler agency nurses are expected to be proficient with the care of the patients to whom they are assigned. It is agreed that bargaining unit employees will orient traveler agency nurses. Bargaining unit employees assigned to orient traveler agency nurses may report any concerns related to traveler agency nurse competence to their Nurse Manager.

Should the Medical Center fail to offer a nurse work which becomes available due to an unscheduled vacancy, and, specifically, which arises as per Article 6.10, Section 5, Unplanned Needs, the nurse will be offered the next available work shift (on the employee's regular work shift unless the employee agrees to work a different shift) within the ACP for which the nurse is qualified, provided the nurse notifies the manager or designee within five (5) days of the occurrence. Failure by the nurse to provide such timely notice shall constitute a waiver of eligibility with respect to the provided remedy.

6.10 Work Availability.

1. PRIOR TO POSTED SCHEDULES

- a. The Nurse Manager will complete the planning sheet using best efforts to meet the core (medium) staffing levels for their budgeted census. This includes obtaining the availability of Unit Per Diems, part time and full time staff to fill in available slots.
- b. The Staffing office will obtain float per diems schedule for the same time period.
- c. Approval of work time is reflected on the posted schedule.

2. AT TIME OF POSTED SCHEDULES

- a) The manager will display all known shift availability to meet core staffing on the unit at the time the schedule is posted. If additional core needs later become available, they shall be added to that availability sheet. An additional availability sheet will be posted for non-core needs. Any availability not approved in 1 above, must be entered on the appropriate availability sheet by the employee. The availability list is posted for the duration of the posted schedule to allow employees an opportunity to make themselves available. This procedure will be consistent on all units. The availability sheets shall allow for more than one employee to sign up per shift. Time shall be shared amongst all unit staff. The managers selection of the employee assigned the shift shall not be subject to the grievance and arbitration provisions of this agreement.

- b) Notification Process: The Nurse Manager/designee will approve time by initialing and dating the availability sheet at any time after such sheets have been posted for one week. The Nurse Manager/designee will approve time no later than Tuesday at 5 PM for the following week from Sunday through Saturday. Employees are responsible to check the availability sheets and either date and initial in person or have another employee validate their confirmation by 12 Noon on Thursday. If not acknowledged, additional availability will be sought by the Medical Center.

Once verified, the Nurse Manager/designee shall enter the approved shift into OptiLink which will be considered the master schedule. For Core units, approved shifts shall be reflected on the printed schedule.

3. ADDITIONAL AVAILABILITY

- a. Staff interested in and available for additional hours will sign up on the additional availability list or shall notify the Nurse Manager/designee or the Nursing Office verbally indicating unit, date and shift availability.

The Nursing Office will document staff availability on the staffing schedule worksheet for the posted time. Each nurse may designate availability for any shift on any of those days but must do so at least four (4) hours prior to the start of the shift. Staff who so designate availability four (4) hours or less before the start of a shift will still be considered but will not receive preference (as defined in 6.09).

The Medical Center will make its best efforts to provide verification of scheduling of nurses no less than 24 hours prior to the start of the shift. In the event the nurse signed up less than 24 hours prior to the start of the shift, the verification will be given as early as possible but preferably no less than 4 hours before the start of the shift.

Notification Process: The Nurse Manager/designee, staffing office, or unit employee (under the direction of the Supervisor) will attempt to contact the employee by phone. Reasonable efforts to contact an employee on the availability list will be made by the Medical Center. If unable to contact the employee, another qualified available employee will be called.

4. CANCELLATION NOTICE

- a. A nurse who is approved to work will give four (4) hours cancellation notice if unable to fulfill that commitment. Failure to give four (4) hours notice will result in consideration but not preference (as defined in 6.09) for the individual nurse for any available time for the five (5) calendar day period following cancellation.
- b. If canceled by the Medical Center with less than two (2) hours notice, the employee will be compensated for one half (1/2) of the scheduled hours, (not to be counted as time worked for overtime purposes). In no case will such cancellation be done to give work preference to an agency nurse.
- c. The Medical Center is obligated to make reasonable effort to contact an employee prior to the cancellation deadline. If such effort has been made and documented and the employee is not reached at the phone number s/he provided to the nursing office (when off-duty), it will not be deemed to have violated the time limits for cancellation.

5. UNPLANNED NEEDS

For unplanned needs, such as last minute sick calls, the staffing office will automatically contact the manager or charge nurse to canvass the staff availability as well as refer to the staff availability book.

6.11 Staggered Shifts

Effective June 1, 1999, for eight (8) hour shifts no employee's start time will be staggered by more than two (2) hours (for example, without limitation: 6am to 8am, 6:30am to 8:30 am, 7am to 9am, 8am to 10am, 3pm to 5pm). For twelve hour shifts, the same shall apply and no start time shall be staggered more than two (2) hours (for example, without limitation: 6am to 8am, 6:30am to 8:30 am, 7am to 9am, 8am to 10am, 3pm to 5pm). This limitation shall not apply to nurses assigned to the Clinic. Additionally, this limitation shall not apply to employees who are subject to greater staggered shifts as of June 1, 1999 as long as they remain in their current positions except for Emergency Department employees who shall be subject to the two (2) hour limitation set forth above.

6.12 Weather Emergency

In the event of a weather emergency as determined by the hospital, in its sole discretion, the Medical Center will notify a member of the HPAE Local Executive Board as soon as possible.

Units that will be closed during such emergency, nurses will be given the option to take accrued vacation or holiday benefit time or report to work as scheduled.

7. MONETARY BENEFITS: TIME WORKED

7.01 Regular Compensation Rate.

An employee's regular compensation rate as stated in this Agreement, will apply to all work time up to forty (40) hours in a work week. An employee's regular compensation rate will include any differentials to which the employee is entitled in this Agreement.

Care Managers are exempt employees. As a result, regular compensation rate provisions shall not apply to them.

7.02 Premium Compensation Rate: Overtime Work.

For all employees, all hours worked in excess of forty (40) hours per week shall be paid at the rate of time and one-half (1½) the individual's regular compensation rate. Except with mutual consent of Employer and employee, the Employer will not require an employee to take compensatory time off in lieu of overtime pay for time worked.

For Full Time employees, all hours worked in excess of their standard shifts of eight (8), ten (10), or twelve (12) hours shall be paid at the rate of time and one half (1 1/2) the individual's regular compensation rate. For all other employees, daily overtime will be paid only for time worked beyond one-half (1/2) hour in excess of the employee's standard shift of eight (8), ten (10), or twelve (12) hours.

Regular rate includes differential when calculating overtime premium pay.

Except as otherwise provided for in this agreement, where an employee is otherwise entitled to time and one-half (1½) of the regular compensation rate of pay and at the same time works hours that would also entitle employee to time and one-half (1½) his/her rate of pay, such time will be compensated at a rate of double time.

The Medical Center's eight (8) recognized holidays, or another scheduled day off for the holiday, or vacation days will be considered as a "day worked" for the purpose of calculating overtime payments in a given work week.

Nothing herein or in this Agreement shall be construed as a guarantee of hours of work per day or days of work per week.

Care Managers are exempt employees. As a result, overtime provisions shall not apply to them.

7.03 Care Managers

A registered nurse must have two years of professional experience prior to applying for a Care Manager position.

Care Managers will meet quarterly with the Senior Vice-President, Patient Care Services or designee, periodically with a Vice President, the Executive Director, quarterly with the Patient Care Director to continue to develop aspects of their role as it relates to research, education, clinical practice and leadership. If a meeting is cancelled, it will be rescheduled so as to assure that four meetings are held each year. Time will be allotted at each meeting for Care Manager networking and support.

An annual needs assessment of Care Managers will be conducted and education provided on the topics identified.

Sixteen (16) hours per month may be allocated for projects, based on the Patient Care Director's approval. It is recognized that the Care Manager role has developed differently on each unit. Also, the requirements of the role are unique to each unit. A daily allotment of time may be provided to the Care Managers based on the different roles in each unit.

Care Managers shall have access to computers with Microsoft Office and internet access. Subject to availability, training will be provided for Microsoft Office. A workspace and file cabinet will be provided for the Care Managers.

All Care Managers are salaried employees under the professional exemption of the Fair Labor Standards Act. As exempt employees, the Care Managers are paid a weekly salary as compensation for work performed. While the expectation is that the Care Manager's work generally will be performed within a regular forty (40) hour work week established by the Medical Center, the nature of the work and the responsibilities involved require flexibility in the number of hours worked. Care Managers are expected to appropriately and judiciously reconcile these considerations.

As per 6.01, effective September 20, 2009, the employee's normal workday will be eight (8), ten (10) or twelve (12) hours, including rest periods and excluding a one-half (1/2) hour unpaid scheduled meal period.

The change to extend the work day will be implemented by adding fifteen (15) minutes to the beginning of each shift and fifteen (15) minutes to the end of each shift.

As exempt employees, Care Managers receive their weekly salary for each week worked irrespective of scheduling fluctuations. However, deductions from the weekly salary will be made when the Care Manager is absent for a full shift or more at her/his request and is not eligible for or has exhausted all accrued paid leave.

The terms and conditions for all such employees shall be applied in a consistent manner throughout the Medical Center.

The weekly salary is intended to compensate Care Managers for all normal fluctuations in their work schedules. Care Managers working beyond their regular schedules to complete routine duties will not receive additional compensation. However, when Care Managers work more than their regular hours for the purpose of filling a Staff RN vacancy, they shall be paid at time and one-half (1 ½) or with compensatory time off for those hours over forty (40) in any work week consistent with the provisions of Section 7.02.

Payments for working to fill a Staff RN vacancy shall be without regard to the number of hours worked filling the Staff RN vacancy.

When Care Managers spend four or more consecutive hours outside their regular working hours in meetings or projects, they shall receive compensatory time for those hours.

Compensatory time for the Care Manager need not be scheduled within the same work week but generally will be scheduled by the manager within thirty (30) days of accrual if patient care needs permit in the judgment of the manager.

Except to the extent provided expressly to the contrary, all of the provisions of this agreement shall apply to Care Managers.

7.04 Pay Period and Other Payments.

Frequency of payment will continue as heretofore. All paychecks shall be delivered in envelopes. Pay stubs will clearly identify specific hours worked and compensated, and entitled rates. The pay stub shall contain actual, not projected, accrued, unused benefit time.

When an error in pay has been made, the Medical Center will issue a check with the correction within twenty-four (24) hours if the error is equal to or greater than eight (8) hours pay and within seventy-two (72) hours for errors involving lesser amounts. Such check will have the proper payroll deductions made.

Travel reimbursement and other expenses of Home Health employees shall be paid pursuant to the following procedure:

- On the fifth of each month the Home Health Department will generate a report showing the mileage and reimbursable expenses of Home Health employees for the previous month based upon information submitted by the employees by the end of the previous month.
- The report is distributed to Home Health nurses who must confirm the accuracy of the information and submit any required documentation by the 14th of the month.
- All nurses who confirm the accuracy of the information and submit any required documentation by the 14th of the month will receive their reimbursement checks by the 28th of the month.

7.05 Salary Increase Date.

Salary increases which may be delayed by the payroll cycle will be paid retroactively to the scheduled effective date and included in the next pay check.

7.06 Starting Time.

All employees who must make special preparation required by the Medical Center to dress for appropriate units shall have ten (10) minutes from their respective starting times within which to dress or otherwise prepare. The

same rule shall apply to the quitting time and all such employees shall utilize the last ten (10) minutes of their regular shift within which to complete their special procedures required by the Medical Center or dress requirements. The same rule shall apply to the meal period, rest periods, meetings and other situations, which would require employees to dress or otherwise prepare for special situations, required by the Medical Center.

In the event an employee is required to work through such appropriate ten (10) minute period immediately preceding the normal quitting time, the meal period, rest periods, meetings or other such situations, an additional ten (10) minutes will be granted and will be considered on duty time but not as on-call time.

7.07 Daylight Saving Time.

If an employee works a shift of nine (9) actual hours as a result of an adjustment in daylight savings time, she/he shall receive one (1) hour's pay at time and one-half (1½). If an employee works a shift of seven (7) hours as a result of an adjustment in daylight savings time, she/he will be compensated for a full eight (8) hour shift.

8. MONETARY BENEFITS: TIME NOT WORKED.

8.01 Holiday: Designation.

All Full Time employees will be entitled annually to the following holidays, to be observed on the dates indicated.

	2024	2025	2026	2027
New Year's Day		1/1/25	1/1/26	1/1/27
Martin Luther King's Birthday		1/20/25	1/19/26	1/18/27
President's Day		2/17/25	2/16/26	2/15/27
Memorial Day		5/26/25	5/25/26	5/31/27
Independence Day	7/4/24	7/4/25	7/4/26	
Labor Day	9/2/24	9/1/25	9/7/26	
Thanksgiving Day	11/28/24	11/27/25	11/26/26	
Christmas Day	12/25/24	12/25/25	12/25/26	
(or Hanukkah)	12/25/24	12/14/25	12/4/26	

Holiday pay will be given to all employees who work any hours within the twenty-four (24) hours that define the holiday, based on eight (8), ten (10) or twelve (12) hour shifts as follows:

- A. For eight (8) hour and ten (10) hour shifts, the holiday is defined as beginning at 11:00 pm on the eve of the holiday and ending at 11:00 pm on the actual holiday.
- B. For twelve (12) hour shifts (7:00am to 7:00pm or 7:00pm to 7:00am) the holiday is defined as beginning at 7:00pm on the eve of the holiday and ending at 7:00pm on the actual holiday.
- C. For twelve (12) hour shifts (11:00am to 11:00pm), the holiday is defined as beginning at 11pm on the eve of the holiday and ending at 11:00pm on the actual holiday.
- D. For employees on-call, holidays will begin at 7pm on the evening preceding the holiday and will end at 7pm on the night of the actual holiday.

Holidays for Episodic Units Closed on Weekends: for units normally closed on Saturdays, holidays falling on Saturday may be observed on the preceding Friday and for units normally closed on Sundays, holidays falling on

Sundays may be observed on the following Monday. Employees who are On-Call as per article 11.08 shall be paid the holiday rate on the actual holiday. For the Hemodialysis unit, if Thanksgiving, Christmas or New Year's Day fall on a weekday, the unit will close on the holiday and will be open on the preceding Sunday.

Since Hanukkah is generally celebrated on the evening preceding the first day, Hanukkah will be observed starting with the 3:00 PM to 11:00 PM shift on the eve of the date noted above and conclude with the 7:00 AM to 3:00PM shift on the above date.

Full Time and Part Time #1 employees regardless of classification, agree to work either Christmas Day or the immediately following New Year's Day each year.

A Part Time #1 will be entitled to 60% of the above holidays annually as scheduled by the Employer.

Part Time #1 employees shall receive holidays in accordance with the following schedule:

- #1 New Year's Day (8 hours)
- #2 President's Day and Martin Luther King's Birthday (8 hours)
- #3 Memorial Day and Independence Day (8 hours)
- #4 Labor Day (8 hours)
- #5 Thanksgiving Day and Christmas/Hanukkah (6.4 hours)

In the case of holidays which are grouped, an employee may take the holiday time off thirty (30) calendar days before the first actual holiday date and no later than ninety (90) calendar days after the second actual holiday date.

When an employee selects the alternate holiday (Hanukkah) and such employee normally works on a unit that is closed on Christmas, the employee will be permitted the use of benefit days, but not sick days, on Christmas.

8.02 Holiday: Entitlement.

Recognizing that the Medical Center works every day of the year and that it is not possible for all employees to be off on the same day, the Medical Center shall have the right, at its sole discretion, to require any employee to work on any of the holidays herein specified; however, the Medical Center agrees to distribute holidays off on an equitable basis and consult with the employee as to his/her preference.

If a holiday falls on an employee's scheduled day off, the employee shall receive another day off with regular pay. 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 ninety (90) calendar days after the actual holiday date, unless prior written approval for deferring the day off is granted, in writing, by the manager. All requests for compensatory time off will be held by the employee's manager until immediately prior to the posting of the schedule that would include the requested holiday compensation day, in order for the manager to ensure the unit has adequate coverage before granting or denying the employee's request. If an employee has not received the compensatory time off for the holiday by the ninety (90) calendar day period after the actual holiday date, the Medical Center has the option to either pay the employee for the holiday or may schedule the employee for the time off, by the next pay period. However, if the employee has previously requested the compensatory time and has had the request denied, the employee will have the option to be paid for the day or be scheduled for a compensatory day off within the next pay period as above following the ninety (90) day period. If paid, it will be at the regular compensation rate of pay and will not be considered as time worked for overtime calculation. If the day is scheduled as time off, the day will be calculated as time worked for overtime calculation.

If a holiday falls during an employee's vacation, at the mutual consent of the Employer and employee, the vacation may be extended by one (1) day, or the employee will be granted a compensatory day off at regular pay within ninety (90) days.

Holiday request forms will be returned with approval or disapproval on or before the date the schedule covering the requested holiday time is posted.

In holiday time selection, the Employer 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 time and staffing permits limited absences, the employee having worked or given fringe time (as per 5.07) 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.

8.03 Holidays.

An eligible employee, including a Per Diem employee and including a Care Manager, who is scheduled to work any of the eight (8) holidays listed in this Agreement shall be paid for work performed on that day at the rate of time and one-half (1½) the employee's regular compensation rate. The day on which the holiday is celebrated shall be the day on which the holiday pay is paid to the entitled employee. An employee required to be on-call during any of the eight (8) holidays listed in this agreement shall be paid double the on-call rate.

If an employee is absent the scheduled work day before or the scheduled work day after a paid legal holiday or day in lieu thereof, the Medical Center may demand proof of illness. The Medical Center may deny pay for such holiday if satisfactory proof is requested and not furnished.

An employee request for a holiday compensation day shall not be denied solely because the requested day falls on a weekend. Additionally, the Medical Center may not condition approval for a holiday compensation day on the employee's ability to obtain other nursing coverage for such day off.

Employees will be paid time and one half for all hours worked on the holidays listed in the schedule in Section 8.01.

8.04 Vacation: Amount

Effective 12/29/96, Full Time employees shall earn vacation based upon completion of continuous years of employment:

<u>Years of Continuous Service Since Last Date of Hire</u>	<u>Annual Entitlement</u>
1- less than 4	19 days
4- less than 8	24 days
8	25 days
9	26 days
10	27 days
11	28 days
12	29 days

Vacation will accrue monthly in an amount proportionate to the annual entitlement and at a rate equal to eight (8) hour days. The rate of accrual will increase as of the date the employee progresses to the next level of the above table. Vacation accrual shall be pro-rated to the last day worked for employees changing status, resigning, or terminating employment.

A Part Time #1 employee will receive 60% of the vacation benefit.

The maximum vacation accrual will be two (2) times the employee's annual entitlement.

8.05 Vacation: Pay.

An employee will be paid for vacation at the employee's regular compensation rate. For the employee assigned to the day shift, vacation pay will be given at the completion of the work period on the last work day prior to starting vacation. If the employee is assigned to work evenings or nights, vacation pay will be given at the completion of the work period two (2) days before the vacation commences.

An employee may receive payment in lieu of time off for up to ten (10) days (eighty hours) of unused accrued leave, provided that the accrued leave balance after receiving payment is not less than five (5) days (forty hours). An employee may exercise this option once in a twelve (12) month period.

8.06 Vacation: Entitlement.

New employees will be eligible to utilize accrued vacation after six (6) months of employment. Where an employee is on a leave of absence, vacation will accrue during any period of paid leave, and will be available to use. No nurse may request more vacation time than they have accrued or will have accrued at the time of requested vacation. Except as provided in the leave of absence provisions of this agreement, no nurse shall be permitted to take unpaid time off. This provision shall not apply to new hires within the first (6) six months of employment who have received permission from their manager to take unpaid time off in advance.

8.07 Vacation: Scheduling.

The normal vacation period will be the entire year, except for the weeks including Christmas and New Year's Day, subject to the needs determined by the Medical Center. For the weeks including Christmas and New Year's Day, the Medical Center shall have sole and exclusive discretion to grant or deny vacation.

For the normal vacation period, the employee will, subject to the Employer's operating requirements, have his/her choice of vacation time, it being recognized, however, the vacations must be scheduled by the Medical Center in a manner designed to insure the effective and efficient operation of the Medical Center including staffing needs.

Unit vacation guidelines as established by the Medical Center (Schedule L) shall be the minimum used for granting vacation leave during the normal vacation period. In no case will the minimum used for granting vacation leave during the normal vacation period be less than 1.0 FTE per unit, per shift. The Nurse Manager or designee shall have discretion to grant vacation in excess of the minimum guidelines. The objective of these guidelines is to allow for all employees on each unit to use their annual vacation entitlement. Approval or denial of vacation requests will be based on operational needs, however, the Medical Center will use best efforts to grant vacation requests beyond the minimum per Schedule L. The guidelines will be evaluated semi-annually based on changes in staff accruals and unit operations and given to the union.

No part of an employee's scheduled vacation may be charged to sick leave.

There will be a two (2) week maximum vacation limit for any individual nurse, with respect to vacation requests from the week including Memorial Day to the week including Labor Day each year. However, such limit may be waived by managers upon request in units/departments where staffing allows for such.

Vacation requests for the period of the week including Memorial Day through December 1st must be submitted no earlier than December 1st and no later than March 31st and requests for the period of December 1st through the week prior to the week including Memorial Day must be submitted no earlier than June 1st and no later than September 30th. Requests submitted after the deadlines will be considered on a first come first served basis.

In determining which employee is entitled to a particular period, the following rules shall apply:

Requests for vacation day(s) during the weeks including Christmas and New Year's which are submitted between June 1 and September 30 and are denied will be held by the Patient Care Director. When the schedule(s) for the weeks including Christmas and New Years are prepared, such previously denied requests will be reviewed and approved or denied based on paragraphs (A), (B), and (C) below.

Requests for vacation day(s) during the weeks including Christmas and New Year's which are submitted after September 30 will be reviewed and approved or denied in accordance with paragraph 6 above (starting with "Vacation requests for the period of June 1st...") when the schedule is being prepared.

- (A) If an employee submits a request and no other employee submits a request within five (5) calendar days of the first submission, then the employee who first submitted shall be entitled to the selected period, seniority notwithstanding.
- (B) If an employee submits and another employee or employees submit a request for the same vacation period, and all submissions are made within the same five (5) calendar days of the first submission, 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.
- (C) In any event, each employee who has submitted a vacation request shall, within ten (10) days of said submission, be advised if the request has been granted.

Employees may request vacation days in full week blocks or individual days.

The Nurse Manager shall post approved vacation time on each unit in a standardized grid by shift. This grid shall reflect the approved vacation time and shall be kept in the unit's scheduling book.

In the event of a bona fide emergency, Full Time and Part Time employees may take one (1) vacation day per year. Employees shall give the Medical Center as much advance notice as possible of their desire to take vacation days for bona fide emergencies.

8.08 Sick Leave: Entitlement and Amount.

The first forty (40) hours of sick leave taken in a calendar year will be in accordance with the New Jersey Earned Sick Leave ("ESL") law. All ESL hours generally must be taken in full-shift increments. However,

ESL hours may be used in partial day increments with advanced approval by the employee's manager, or in situations where the employee becomes ill at work. Employees may not use ESL time for foreseeable scheduled events during the weeks including Christmas Day and New Year's Day.

An employee will accrue sick leave during the one hundred twenty (120) calendar days probationary period but will not be paid for sick leave taken during that time.

Sick leave accrual shall be pro-rated to the last day worked for employees changing status, resigning, or terminating employment. After the probationary period, a Full Time employee shall earn one (1) sick day per month and a Part Time #1 employee shall earn a pro-rated amount on a monthly basis. An employee may accrue sick leave to a maximum of 800 hours.

One vacation day, eight (8) hours for full time or pro-rated for Part Time 1 (4.8 hours), will be added to the vacation bank for each six-month period, January-June and/or July-December, if no sick time, including ESL hours, is used during that period. This will go into effect beginning July 2, 2006.

In the event an employee on sick leave becomes eligible for State Disability the employee will continue to use accrued sick leave for the duration of the leave. The employee must return state disability monies received to the Medical Center and will have the proportionate amount of sick leave restored concurrently provided the employee is still on paid status. If on unpaid status, the sick leave will be restored upon the employee's return to work.

Effective immediately, any and all existing practices of paying wages (other than accrued sick leave) during periods of Workers Compensation leave of absence shall be eliminated. Thus, employees on Workers Compensation leave of absence shall not be entitled to continued payment of wages (other than accrued sick leave and accrued vacation leave if requested).

In no event shall an employee on Worker's Compensation receive in excess of their full income.

8.09 Sick Leave Pay.

An employee will be paid for sick leave at the employee's regular compensation rate. To be eligible for sick leave benefits an employee assigned to the day shift who is absent due to illness or injury must notify the nursing office at least two (2) hours before the start of his/her regularly scheduled work day. If assigned to the evening or night shift this notification must be made at least four (4) hours before the start of the shift. Such notification shall be given on a daily basis unless another arrangement has been made.

An employee may be requested to present satisfactory proof of illness for any absence regardless of the number of days involved. Nurse Manager's shall exercise reasonable discretion when requesting that an employee provide proof of illness. The request for such proof must be made on or before the same work day of the sick call. It shall be the Medical Center's decision regarding which employees will be requested to provide proof of illness as set forth above. If such proof is not presented, the employee is not eligible for paid sick time.

An employee who reports for work but must be sent home due to non-work related illness will be charged only for the actual number of work shift hours not worked due to the illness. However, an employee will not be charged for work shift hours not worked, if any, due to waiting delays while receiving medical treatment at the Medical Center if the employee was directed to the Emergency Department or Employee Health by their supervisor.

If an employee is absent due to illness the scheduled work day before or the scheduled work day after a paid vacation period or a scheduled holiday, the Medical Center may demand proof of illness. The Medical Center may deny pay for such sick leave if satisfactory proof is requested and not furnished.

After accruing 480 hours, an employee may cash in the excess amount of earned sick days up to twenty-five (25%) percent of each day cashed in during the month of their anniversary date of hire. Once cashed in, such days will not count for any other entitlements.

8.10 Bereavement Leave.

A Full Time, employee shall be paid for three (3) work days absence in the event of death of his/her parent, spouse, child, grandchild, brother, sister, domestic partner or any relative who was residing at the time of death in the household of the employee as a permanent member of the family unit.

An employee who requests time off as a result of the death of his/her grandparent, mother-in-law or father-in-law, not residing in the employee's household may be granted the day of the funeral off with pay.

Such days must be taken consecutively within a reasonable period of time of the day of death or the day of the funeral and may not be split or postponed. An employee will be paid for such days at the employee's regular compensation rate. The Medical Center will permit an employee the use of two (2) earned vacation days to extend a bereavement leave upon request and approval of the manager. Such vacation 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 Medical Center as to length of time. The Medical Center reserves the right to require proof of death and relationships in cases of funeral leave.

A Part Time #1 employee will receive the benefit under this paragraph as per Article 4.03.

A Weekend Flex employee will receive the benefit as per Schedule I.

8.11 Jury Duty Leave

All Full Time and Part Time I employees, after completion of their probationary period (120 calendar days), who are summoned, not volunteered to serve on jury duty shall be paid the difference between her/his regular pay (not including extra days for part time employees) and her/his pay as a juror for each work day while on jury duty for a maximum of ten (10) working days which shall not include "on-call" jury duty time when employees are able to be at work. An employee who performs jury duty pursuant to such summons and who is thereafter released from such service or duty will promptly notify the Employer of such release prior to 12:00 noon and report to work.

Employees receive their regular bi-weekly checks as they are due, and must endorse all checks received for jury duty over to the Medical Center as soon as they are received.

The receipt of a subpoena or notice to report for jury duty must be reported immediately to the employee's direct manager.

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 a sick day and will be charged accordingly.

8.12 Rest and Meal Periods.

An employee working a full shift shall be entitled to two (2) rest periods of fifteen (15) minutes each in each working day. An employee who is scheduled at least four (4) consecutive hours shall be entitled to one (1) such fifteen (15) minute rest period.

The present Medical Center thirty (30) minute meal period policy as presently applicable to employees covered by this Agreement shall continue.

As per 6.01, effective September 20, 2009, the employee’s normal workday will be eight (8), ten (10) or twelve (12) hours, including rest periods and excluding a one-half (1/2) hour unpaid scheduled meal period.

Employees working through their regularly scheduled meal period must obtain approval from their manager or designee. Such employee will receive straight time compensation for working through the regularly scheduled meal period.

When feasible, and with the approval of the manager, employees may take a forty-five (45) minute meal period provided there is adequate coverage and one of the two (2) rest periods is relinquished.

8.13 Paid Leave of Absence: Limitations.

All paid leaves as described above must be taken at the time of the related occurrence or thereafter, or shall be waived. Employees will be terminated for obtaining leave by false pretense or for failing to return from a leave.

8.14 Appearance in Court or for Deposition

In the event that an employee is subpoenaed to appear in court or for a deposition in direct relationship to their employment at EHMC, on their scheduled work day, and the employee’s attendance is approved by EHMC, such time spent in court or in deposition shall be considered as time worked and shall be paid as such.

9. EXTENDED LEAVES OF ABSENCE

9.01 Leaves of Absence.

Upon application, as required, employees are eligible for extended leaves of absences for the following reasons, for time periods and under eligibility requirements indicated:

Reason	Minimum Continuous Service Requirement	Maximum Duration of Unpaid Leave	Accrued Time Utilization
Military	Per applicable law	12 mos. or per applicable law, whichever is greater	Use of vacation optional
Education	12 mos.	12 mos.	Use of vacation optional
Disability	6 mos.	12 mos.	Use of sick leave required; use of vacation optional

Child Rearing/Family (as defined under state and federal law)	6 mos.	6 mos.	Use of vacation optional*
Workers' Compensation	6 mos.	18 mos.	Use of sick leave and vacation optional
Personal	1 year	45 days	Use of vacation optional

* During a leave covered by New Jersey Paid Family Leave, the Employee must use earned sick leave and/or vacation leave for a maximum of two weeks before the Employee is eligible for benefits under New Jersey Paid Family Leave. The total number of days' worth of benefits paid pursuant to New Jersey Paid Family Leave will be reduced by the number of days of leave at full pay paid by the Employer during the period of temporary family disability leave. After the two week period, Employees may use accrued vacation time to supplement New Jersey Paid Family Leave.

Approved leaves for disability and child rearing/family may be combined for a maximum of one year of unpaid leave. For all paid leave, twelve hour employees shall be paid three (3) weeks at thirty-six (36) hours regular pay and a fourth week at forty-eight (48) hours regular pay per their regular schedule.

Requests for leave will not be unreasonably denied, except that voluntary leaves may be limited based on operational/staffing needs of unit. In all cases, acceptable proofs and an expected date of return is required.

Emergency leaves of absence will be granted priority over elective requests regardless of seniority at the discretion of the manager. Such consent will not be unreasonably denied.

During an approved paid leave of absence or during the twelve (12) weeks of an FMLA or NJ FLA leave, whether paid or unpaid, the employee is responsible for payroll deductions that they would have as an active employee.

During an approved unpaid leave, the employee may continue their coverage but will be responsible for 100% of the cost.

Employees are not eligible for holidays when on an unpaid leave.

Increases in pay (ATB or Step) will not be affected until the employee returns from an unpaid leave.

Seniority, vacation and sick leave accruals will be frozen during all periods of unpaid leave. Vacation and sick leave accrued during periods of paid leave will be available for use.

An employee's former position shall be guaranteed for up to forty-five (45) calendar days after the unpaid portion of a leave commences. After the forty-five (45) calendar days, the employee shall be entitled to

return, if vacant, to the former position, or to a comparable position, if available on the same shift, as per past practice with the same number of hours per week and at the same wage level until the employee's former position is again available. In the event the employee's former position or a comparable position is not available after 45 calendar days, the employee may for up to twelve months from the first day they were eligible to return to work, apply for any posted position for which they are qualified while they are waiting for their former or comparable position as the case may be to become available. In the event there are no available positions, the employee will be placed in a per diem status. In cases of paid leaves of absence, the employee's former position shall be guaranteed.

Employees must confirm their return date to work at least two (2) weeks in advance. No employee will be permitted to return to work without medical clearance (where appropriate) and may be required to be seen by EHS.

Employees on leaves are responsible for fulfilling mandatory in-service education, validation, or other requirements provided EHMC affords an opportunity to satisfy them. Employees may be denied the ability to return to work for failing to meet these requirements.

For Casual Per Diem eligibility, see section 4.05.

Members of JNPC on LOA may attend JNPC meetings. It is understood that members of JNPC shall not receive additional compensation for attending JNPC meetings while out on a LOA.

9.02 Leaves: Procedure.

An employee desiring a leave of absence under paragraph 9.01, except in the case of an emergency or illness, will complete and submit to their manager and the Benefits Coordinator in Human Resources a Request for Leave of Absence form as soon as possible but in no event later than four (4) weeks prior to commencement of such leave. The manager will notify the employee of the decision as promptly as possible under the circumstances.

An employee desiring an extension of any leave of absence will submit a similar application as soon as possible but no later than ten (10) work days (excluding Saturday and Sunday) before the scheduled expiration of that leave, and the Employer will notify the employee of its decision with respect to extending the leave within five (5) days (excluding Saturday and Sunday) prior to the expiration of the leave.

9.03 Leaves: Limitation.

An employee will be terminated for obtaining a leave by false pretense or for failing to return from a leave. An employee who, while on a leave of absence other than military service or certain types of service in the National Disaster Medical System, accepts other employment, shall cease to be an employee and shall be considered as having voluntarily quit as of the date the leave of absence began.

9.04 Leave Donation

In the event an employee wishes to donate vacation time to another employee who is absent because of their own illness or the illness of a family member, or bereavement the following shall apply:

All benefits and rights contained in the collective bargaining agreement will be based on the affected individual's (the employee receiving the transfer of leave time) own accrued time. Donated time will not be added to impact any benefit/or right expressed in the collective bargaining agreement with the sole exception that the person will continue to be paid his or her normal hourly rate (and weekly hours based on status) by the Medical Center based on the amount of hours donated.

Unused donated vacation time will remain in the vacation bank of the employee receiving the donated vacation time. Both the donor and the recipient will be advised of the details specific to this process.

9.05 Medical and Other Relief Leave

A. National Disaster Medical System (NDMS)/Disaster Medical Assistance Team (DMAT) LOA.

Full Time and part time employees who are members of a Disaster Medical Assistance Team (DMAT) /NDMS shall be granted unpaid leave when activated by the US Department of Health & Human Services, Assistant Secretary for Preparedness and Response in response to a disaster, major emergency, special event, federal exercise or official training.

Employees who are activated to provide assistance in response to a public health emergency or to be present for a short period of time when there is a risk of a public health emergency or when they are participating in authorized training are subject to all provisions and protections of USERRA.

Employees may opt to be paid accrued vacation time while on such a leave under this section. In addition, group medical, life, dental and vision insurance will be continued for up to a maximum of 30 days per each activation for any leave under this section. However, if in an unpaid status, the employee must pay their usual contribution for such benefits. It is the employee's responsibility to make arrangements for payment to continue coverage with Human Resources prior to the beginning of the leave of absence.

B. Medical Missions/Relief Work LOA

Full time and Part time employees of EHMC that provide medical care domestically or abroad as part of an organized relief agency or organizational effort (such as American Red Cross, Heal the Children, Smile Train, NJSNA etc.) may request up to 30 calendar days of unpaid Medical Mission/Relief Work leave. Such leave shall be granted at the sole discretion of the Medical Center. In the event of an emergency, expedited review and approval shall be considered.

Employees may opt to be paid accrued vacation time while on such a leave under this section. In addition, group medical, life, dental and vision insurance will be continued for up to a maximum of 30 days for any approved leave under this section. However, if in an unpaid status, the employee must pay their usual contribution for such benefits. It is the employee's responsibility to make arrangements for payment to continue coverage with Human Resources prior to the beginning of the leave of absence.

Receipt of a stipend, gift card, or other forms of nominal compensation will not be considered "other employment" for the purposes of section 9.03.

10. BENEFITS

10.01 Health Insurance (Including Prescription Coverage)

(A) Full Time and Part Time Employees: The Employer agrees that after the expiration of a Full Time and Part Time 1 employee's probationary period in the case of new employees and after the execution date hereof in the case of present Full Time and Part Time 1 employees, on the next subsequent admission date for coverage under the insurance contract or plan which the Employer has in effect on the execution date hereof, the Employer will provide group health coverage as described below for each eligible employee and his/her eligible dependents during any period the employee is actually working. Coverage begins on the first of the month following any waiting period.

(B) Plan Summary – See Schedule “F-1”

Note: Effective January 1, 2010 Benefits for Mental Health, Alcohol, and Substance Abuse will be administered as required by the Federal Mental Health Parity Act, if the Plan is required to do so under the law.

Note: The coverage listed under Mental Health Services must be provided by a MD, PHD, LCSW.

It is agreed that the Medical Center reserves the right to change the respective benefit vendor and/or carriers. Should the Medical Center elect to make such a change to the benefit vendor and/or carriers, any references to such vendors and/or carriers (e.g. QualCare) will be updated throughout the agreement.

(C) Effective June 1, 2024, contribution schedules per pay period, will be as follows:

1. Englewood 3 Tier Plan	Full Time	Part Time 1
Single	\$44.89	\$98.71
Parent/Child	\$89.43	\$178.86
H/W	\$103.90	\$214.99
Family	\$134.74	\$269.40
2. Point of Service		
1 Party	\$89.76	\$134.69
2 Party	\$187.04	\$280.56
3+ Party	\$241.80	\$389.88

Effective January 1, 2025 and annually thereafter, employee contribution increases will be equivalent to the percentage increase to the premiums, but in no event will any contribution increase by greater than 5%.

(D) Part Time 2 and Per Diem Employees

The Employer agrees that after the employee's probationary period in the case of a new employee or after the execution date hereof in the case of present Part Time 2 and Per Diem employees, on the next subsequent admission date for coverage under the insurance contract or plan which the Employer has in effect on the execution date hereof, employees may, at their own expense, purchase group health coverage for themselves and their eligible dependents at the group rate through the Employer. This option will be available up to June 1, 1996. See Sections 4.04 and 4.05.

- (E) Out-of-Network Services under special circumstances:
- 1) All services not available at the network level (2nd tier) requiring the individual to move to an out-of-network (3rd tier) provider will be covered under the network structure.
 - 2) Emergency out of network (3rd tier) admission will be covered under the network (2nd tier).
 - 3) Continuity of care services rendered as out-of-network with the pre-approval by UMR will be covered under the network level (2nd tier).

10.02 Dental Plan and Vision Plan

(A) Full Time and Part Time 1 Employees: The Employer will provide a choice of two group dental plans for all Full Time and Part Time 1 employees and their eligible dependents after six (6) months of continuous service with the Employer. Coverage begins on the first of the month following any waiting period.

(B) Plan Summary – See schedule “F-2”.

It is agreed that the Medical Center reserves the right to change the respective benefit vendor and/or carriers. Should the Medical Center elect to make such a change to the benefit vendor or carriers, any references to such vendors and/or carriers (e.g. Delta Dental) will be updated throughout the agreement.

(C) Effective June 1, 2024 contribution schedules per pay period, will be as follows:

	Dental and Vision	
	Full Time	Part Time 1
1 Party	\$6.59	\$12.08
2 Party	\$19.80	\$32.97
3 Party	\$29.02	\$52.78

Effective January 1, 2025 and annually thereafter, employee contribution increases will be equivalent to the percentage increase to the premiums, but in no event will any contribution increase greater than 5%.

(D) Part Time 2 and Per Diem Employees: Coverage shall be available through the Employer’s insurance carrier to all Part Time #2 and Per Diem employees and their dependents at their own expense, providing they are concurrently enrolled in the Medical Center’s group health coverage. This option will be available up to June 1, 1996. See Sections 4.04 and 4.05.

10.03 Dependent Coverage

- (A) Eligible dependents are defined as a legal spouse, civil union partner or a child (natural child, step-child, adopted child, or a child for whom an employee has a legal guardianship who is dependent on you in accordance with the Internal Revenue Service’s definition of a dependent).
- (B) The Affordable Care Act requires plans and issuers that offer dependent coverage to make the coverage available until a child reaches the age of 26. Both married and unmarried children qualify for this coverage. It also applies to existing employer plans like EHMC, unless the adult child has another offer of employer-based coverage (such as through his or her job). Beginning in 2014, children up to age 26 can stay on their parent's employer plan even if they have another offer of coverage through an employer.

- (C) For dental/vision coverage dependent children can be covered until their 19th birthday. If they are a full time student, then they can be covered until their 23rd birthday or until they graduate, whichever comes first.
- (D) It is the responsibility of the employee to notify the Human Resources department within 31 days of a dependent's change to or from eligible status.
- (E) Pregnancy of Dependent Children Health Coverage – a dependent child shall be covered for all care related to a pregnancy in accordance with the Summary Plan Description. A dependent's child shall not be covered.

10.04 Group Life Insurance.

The Medical Center will provide all Full Time and Weekend Flex employees a group life insurance policy equal to 1 ½ times their base annual salary up to all limitations as set forth in the policy:

- Full time and Weekend Flex employees
- New hires eligible the first of the month following or coincidental with hire; status changes eligible first of the following month (or coincidental with status change if on the first of the month).
- Guaranteed issue maximum (amounts over this require Evidence of insurability) - \$800,000
- Maximum coverage -- \$1 million
- Age Reduction Schedule (on September 1 coincident with or next following 70th birthday):
 - 50% reduction (of amount in force at that time) at age 70;
 - 25% reduction (of amount in force at age 70) at age 75;
 - To a minimum of \$3,000

10.05 Employee Assistance Program

The Medical Center will continue to provide an Employee Assistance Program (EAP) for employees which will include support for substance abuse issues.

10.06 Benefits for Retirees

Employees who retired between September 1, 1989 and August 31, 1991, shall continue to enjoy the benefits for retirees specified in the September 1, 1989 through August 31, 1991 agreement.

Employees who have at least twenty (20) years of continuous employment, including leaves of absences, as of September 1, 1991, who subsequently retire and enroll in the Medical Center's retiree health insurance plan, shall be entitled to benefits for retirees limited to one hundred twenty percent (120%) of the premium cost for the Medallion plan as of September 1, 1991. Such retirees shall pay all costs of retiree coverage, specifically costs relating to the retiree group expense rating and FASB rules (as determined by the Medical Center's actuaries), in excess of one hundred twenty percent (120%) of such premium cost. The dollar value of 120% of the premium cost for the Medallion plan as of September 1, 1991 is equal to \$165.20.

Employees who have at least ten (10) years of continuous employment, including leaves of absence, as of September 1, 1991, who subsequently retire and enroll in the Medical Center's retiree health insurance plan,

shall be entitled to benefits for retirees limited to fifty percent (50%) of the premium cost of the Medallion plan as of September 1, 1991. Such retirees shall pay all costs of retiree coverage, specifically costs relating to the retiree group expense rating and FASB rules (as determined by the Medical Center's actuaries), in excess of fifty percent (50%) of such premium cost. The dollar value of 50% of the premium cost of the Medallion plan as of September 1, 1991 is equal to \$68.83.

Employees who fail to qualify for benefits under the three paragraphs above shall not be entitled to any retiree benefits.

Employees electing coverage hereunder must forward to the Medical Center all required payments on or before the due date each month. Failure to remit payment in a timely manner will result in lapse of coverage subject to the rules of the plan.

10.07 Pension Plan.

The Englewood Hospital and Medical Center Pension Plan as amended and now in effect will be part of this agreement. Employee's coverage and benefits shall be subject to all the terms, conditions, and provisions set forth therein. Nothing under this Section shall be subject to the grievance and arbitration procedures in this agreement. The Employer reserves the right to amend the plan in any respect necessary to conform with the Employee Retirement Income Security Act. The Union shall be entitled to select one pension committee member who shall have the same rights as any other non-Medical Center board member of the pension committee. Effective September 1, 1989, the Medical Center will amend the pension plan as follows:

- a. "Average final compensation" shall mean the average annual compensation of a member during the three consecutive years in the last ten years of his/her credited service affording the highest such average, or during all of the years of his/her credited service if less than three years.
- b. A member who participated in the strikes of 1976 and/or 1980 or who has been on a Worker's Compensation leave shall receive credit for any service which was or would have been performed and recognized for credit under the plan had the employee not participated in such strikes or taken such leave. The period of any such absence shall be considered as continuous service.
- c. The Medical Center agrees to study the pension plan. Any changes made in negotiations in the 1991 contract will apply to all employees who retire on or after September 1, 1989.

Effective September 1, 1991, the pension plan will be amended as follows:

1. The following formula shall apply to all credited service from January 1, 1992 through December 31, 1992: 1.5% (without social security offset) x Average Final Compensation Rate x Credited Years of Service
2. The following formula shall apply to all credited service from January 1, 1993 and beyond: 1.6% (without social security offset) x Average Final Compensation Rate x Credited years of service.
3. Removal of requirement of Board approval for early retirement.

4. Include lump sum payment option upon retirement.

Effective January 1, 2007, the pension plan will be amended as follows:

1. Effective January 1, 2007, the benefit under the terms of the Englewood Hospital and Medical Center Defined Benefit Plan shall be frozen (soft freeze) for service credit, not salary, for a period of 2-years except for vesting

For all members of the bargaining unit who retire or terminate employment during the freeze period (January 1, 2007 to December 31, 2008) shall have an accrued benefit equal to the benefit earned through December 31, 2006.

2. For all bargaining unit members who retire or terminate employment on or after January 1, 2009, the following formula shall apply to all credited service from January 1, 2009 and beyond: 1.35% (without social security offset) x Average Final Compensation Rate x Credited years of service.
3. The lump sum option will no longer be allowed for benefits accrued after December 31, 2006.
4. Members of the bargaining unit employed after January 1, 2007 will not be eligible for the Defined Benefit Plan and will be eligible for the EHMC Defined Contribution Plan below.

Effective January 1, 2013, the defined benefit pension plan will be amended by adding the following:

1. Pension Freeze -Benefits under the Englewood Hospital and Medical Center Retirement Plan shall be frozen (hard freeze) effective as of December 31, 2012. All members of the bargaining unit who retire or terminate employment on or after January 1, 2013 shall have an accrued benefit equal to the benefit earned as of December 31, 2012 based on their salary and service credit through that date.
2. Transition to Defined Contribution -All eligible bargaining unit employees employed on or after January 1, 2013 will participate in the Defined Contribution Plan offered to eligible non-bargaining unit employees and subject to the same terms, as outlined in the Plan documents, which may be modified from time to time.

DEFINED CONTRIBUTION PENSION PLAN:

Effective January 1, 2007 there will be a "Retirement Income Plan of Englewood Hospital and Medical Center." The Plan is a Defined Contribution Pension plan, also known as a 403(b) plan, which refers to the Section of the Internal Revenue Code under which such plans are defined.

The EHMC Retirement Income Plan is a tax-deferred retirement savings plan.

The Vesting Formula:

YEARS OF SERVICE	Percent Vested in EHMC's Contributions
------------------	--

Less than two Years	0%
Two Years	20%
Three Years	40%
Four Years	60%
Five Years	80%
Six Years	100%

EHMC Matching Contributions:

The EHMC Matching Contribution is an amount equal to 50% of the employee's contributions up to a maximum of 6% of their compensation, based upon years of service. For the purpose of determining contributions to the Plan, "Compensation" means regular compensation, including differentials (but excluding overtime compensation) to a maximum of 2,080 hours paid by EHMC during the employee's anniversary year.

The compensation on which the employee contribution is determined is subject to federal maximum limits. To receive the "maximum match" available to the employee from EHMC, the employee must contribute the percentages shown below, each pay period, based on years of service.

Years of service	Employee Voluntary Contribution	Max. EHMC Matching Contribution
5 Years or less	4.0%	2.0%
5-9 Years	6.0%	3.0%
10-14 Years	7.0%	3.5%
15-19 Years	8.0%	4.0%
20-24 Years	9.0%	4.5%
25-29 Years	10.0%	5.0%
30-34 Years	11.0%	5.5%
35+ Years	12.0%	6.0%

10.08 Medical Center Discounts.

Upon becoming eligible for group health benefits, charges for eligible inpatient and outpatient services provided to you and your covered dependents will be discounted at 100%. There will be no out of pocket expense to you. If another group health plan has the primary responsibility for one of your dependents, our plan will provide full coverage after that plan has made payment. If you receive outpatient services in the Emergency Room at EHMC, the Englewood Emergency Care Associates, P.C. bill will also discount at 100% as described above.

Balances remaining after payment by the carrier for services provided by Englewood Radiology Group, Northern Valley Anesthesiology Group, Englewood EKG Associates, or Englewood Pathology Group, will be discounted at 100% by the group.

You will be entitled to a 20% discount* off the remaining balance of either inpatient or outpatient services after any other plan has paid their portion under the following circumstances:

- You receive services prior to becoming a participant in the plan (applies to outpatient services only – see next paragraph for inpatient services).
- You receive services that are not medically necessary.
- You choose not to be covered under the Medical Center’s plans.

*The 20% discount does not apply to elective tests for screening or diagnostic studies that are not approved by Medicare and/or the employee’s commercial insurance carrier or to already discounted services such as cosmetic surgery.

If a Full Time employee, within the first three (3) months of employment, must be hospitalized, he/she may do so on a semi-private basis free of charge by the Medical Center if the employee does not have Medical Center insurance. This coverage is provided to new employees who are hospitalized at Englewood Hospital and Medical Center only. After this period, the employee must have signed for Medical Center paid Medical-Surgical coverage or have some other type of hospital insurance acceptable to the Employer.

All employees may use the pharmacy for prescriptions and will be charged at cost. This benefit is extended to the employee and members of his/her immediate family. Immediate family is defined as husband, wife, dependent minor children and other close relatives who reside with the employee and for whom the employee is assuming full financial support.

10.09 Voluntary Benefits

The Medical Center will offer bargaining unit employees the following voluntary insurance benefit programs:

- Long Term Disability Insurance
- Supplemental Life Insurance
- Pre-Paid Legal Services
- Auto/Homeowners Insurance
- Long Term Care Insurance
- Section 529 College Savings Plan
- Discounted Child Care Services (as available)

Additionally, if the Medical Center offers any additional voluntary insurance benefit programs, they will be offered to bargaining unit employees as well.

10.10 Liability and Rights

It is understood and agreed that the Employer's sole liability under this article is to pay the cost of and provide the aforesaid welfare or insurance protection for employees and to continue such protection as required by federal and state family and medical leave legislation.

The employee's rights, benefits, obligations, qualifications, duties and eligibility requirements shall be determined solely by the terms, provisions, and requirements of the insurance policies and plans in effect. It is understood and agreed that the Employer shall select the form of insurance policy or plan to provide the aforesaid protection.

The Employer may further change insurance companies or protection to obtain the benefits provided hereunder, provided the new insurance contract or plan contains equal or greater benefits or protection, but not necessarily identical to those heretofore mentioned or provided. The Employer shall give the Union notice of

any change in insurance company or plan as soon as practicable after reaching agreement on any such change and before presenting any such change to the employees.

The Medical Center's hospitalization and medical/surgical coverage heretofore referred to will be continued and paid for by the Employer as provided by the Federal Family and Medical Leave Act and the New Jersey Family Leave Act.

10.11 Flexible Spending Accounts

Effective January 1, 2007, in accordance with IRS and ERISA regulations, the Medical Center will offer bargaining unit employees the option to elect a Medical Reimbursement Account and /or a Dependent Care Reimbursement Account. The Medical Center will select the Administrator of the Plans and will redesign the parameters and other procedural aspects of the plan.

11. MONETARY BENEFITS: MISCELLANEOUS

11.01 Terminal Benefits.

A Full Time or Part Time #1 employee whose employment is terminated by reason of permanent layoff will receive as a terminal allowance:

- (a) Ten (10) work days' notice or compensation to the extent such notice is deficient.
- (b) Accrued but unpaid vacation pay to the employee's termination date.
- (c) Accrued but unpaid holiday pay to the employee's termination date.

The Employer will not be required to give the aforesaid ten (10) work days' notice or compensation when the permanent layoff is occasioned by fire, flood, explosion, disaster, or acts of God.

11.02 Resignation

An employee who terminates by resignation will give the Employer three (3) weeks written notice. Such notice shall be worked, unless vacation has previously been scheduled and approved, and is to run from the date the letter arrives in the manager's office, or forfeit terminal benefits, as provided by this Agreement. An employee who has resigned with appropriate notice, or has been discharged, except for cause, and who has not received the entitled vacation, shall receive a vacation allowance.

11.03 Shift Differential - Evening and Night Shifts

Employees whose regular shift has a majority of hours after 3 p.m. and before 7 a.m. shall receive shift differential for all hours worked on that shift.

The shift differential shall be as follows: RN - \$4.00 LPN - \$2.75

Shift differential payment when received on a permanent basis is considered part of regular pay and is included in payment for all paid leave as well as in the calculation of premium overtime payments.

Job postings shall identify the normal hours of the shift.

11.04 Charge Nurse Differential

A Staff Nurse employee who is assigned the responsibility of charge nurse of an individual nursing unit will be compensated by an additional differential of \$2.00 per hour.

Said differential shall be paid for each complete hour actually worked as a charge nurse. Employees must complete the charge nurse course prior to being assigned charge duty and the hospital shall comply with its Charge Nurse Policy. It is preferred that an employee have at least one (1) full year of clinical experience as an RN prior to such assignment.

Care Managers shall not be eligible for Charge Nurse Differential.

11.05 Experience

In the event an employee should leave Englewood Hospital and Medical Center and return within one (1) year of the date of separation and be rehired by Englewood Hospital and Medical Center such employee shall be placed in the same salary level as when said employee left. In the event any employee in the bargaining unit should leave Englewood Hospital and Medical Center and return within two (2) years of the date of separation and be rehired by Englewood Hospital and Medical Center such employee shall be placed in the same salary level as when such employee left, provided such employee has been continuously employed in the nursing profession during said employee's absence from Englewood Hospital and Medical Center.

All returning nurses shall be rehired at the sole discretion of the Medical Center and if rehired shall be given a new seniority date based on date of rehire and shall be considered probationary employees under this contract. The Medical Center shall have discretion in hiring new employees with regard to the salary step an employee shall be hired on which shall not be in conflict with Section 21 of this Agreement.

If a Care Manager is rehired as a Staff RN, she/he shall be placed in the appropriate step of Schedule B.

11.06 Education Differential

Effective September 1, 1990 the Employer will pay additional compensation to all employees who hold a B.S.N., Baccalaureate Degree with major in Nursing, Health Sciences or Public Health of seventy-five (\$.75) cents per hour.

Effective July 1, 2024, the Employer will pay additional compensation to all employees who hold a Master's Degree in Nursing, Health Sciences or Public Health or D.N.P. of one dollar and twenty-five cents (\$1.25) per hour. The Master's Degree and DNP Degree will not be treated as separate degrees. An employee holding both degrees will be entitled to one differential of \$1.25/hour.

Except as set forth in the prior paragraph, each degree will be treated as separate degrees so that an employee with a B.S.N. and a M.S.N. will be entitled to the B.S.N. differential as well as the M.S.N. differential.

The effective date of such differential shall be the effective date of the degree, but the differential shall not be put into effect until the date the Employer is notified of receipt of appropriate degree by the employee, at which

time the differential shall be put in effect retroactive to the effective date of the degree. The maximum retroactive differential is 6 months from the date of the degree.

Care Managers shall be eligible for M.S.N. Differential but shall not be eligible for B.S.N. Differentials.

11.07 Certification Differential

After the probationary period, a Full Time, Part Time I or Weekend Flex Registered Nurse or Care Manager who receives certification by a nationally recognized professional credentialing organization shall receive a differential of six hundred dollars (\$600.00) per year for full time employees and four-hundred dollars (\$400.00) per year for Part Time I and Weekend Flex employees. The differential shall be effective on the effective date of the certification. Payment of the differential for the initial year and for renewals is contingent upon submission of the certification within 60 days of the date the recipient receives notice that the certification has been granted or renewed. It is the responsibility of the employee to submit the certification to the HRIS Data Specialist in Human Resources within the above time frame. The employee shall receive, upon request, documentation from Human Resources confirming the date the certification was submitted.

11.08 On-Call.

A) The Medical Center may require that employees be on-call in the following areas only, with the following maximum requirements:

UNIT	Maximum Requirement
Hemodialysis/ Apherisis	Weekday – 2 days per week, inclusive of weekends. (6:15P-7:45A) Weekend – every 4th (on weekend worked).* +++Saturday (6:15P-7:15A); Sunday (7:45A-7:45A)
PACU	1 shift every other week inclusive of weekends.* Weekday 11P-7A***, Saturday 7P-7A**, Sunday 7A-7P & 7P-7A
Operating Room	1 shift every other week inclusive of weekends.* Weekday 11p-7a*** Saturday 3p-7p**, 7p-7a** Sunday 7a-7p; 7p-7a
<u>CARDIAC SERVICES</u> Operating Room	Twelve days per four week period inclusive of weekends.* 6:30P-5:45A
Cardiac Cath.	Every sixth weekend (24 hours). Six days per month inclusive of weekends.* Weekdays (Mon-Fri) 7P-7A; Weekends – 24 hours Saturday & 24 hours Sunday 2 RN's scheduled on call at all times.
Infusion Center	8 a.m. to 4 p.m. every fourth Sunday.
Endoscopy	Weekday -- 7 PM to 7 AM, 4 days per month.* Weekend -- every fourth weekend: Saturday and Sunday either 7 AM to 7 PM or 7PM to 7 AM.* Two holidays per year either 7 AM to 7 PM or 7 PM to 7 AM. Best efforts will be made to schedule two (2) RNs based on staff availability.
<u>BERRIE</u> OR	One shift 5 PM to 9 PM every other week

Pre-Post Area	One shift 8 PM to 11 PM every other week (2 RN's) For the purposes of Voluntary Call, a 15-minute window will be utilized for the purpose of triggering the on-call rate. The first 15 minutes will be paid at the premium compensation rate. If greater than 15 minutes, on-call shall apply retro-active to the end of the scheduled shift.
Interventional Radiology (for Neurological Intervention cases only)	From 7PM to 7AM on weekdays; 7AM to 7AM on weekends and holidays A maximum of 5 days per 4 week schedule inclusive of weekends and holidays A maximum of 1 weekend out of 7. Stress Lab RN's are not required to take on-call.

* May include holidays.

** For Saturday 3p-7p if eight -hour employee works 7a-3p

*** Only if no night coverage

+++ Upon call in, the Supervisor will make best efforts to arrange for a resource to assist the called-in nurse when moving equipment is necessary.

Floats are not required to take on-call.

On call time will count as time worked only for the purpose of fulfilling weekend commitments. Thus, for example, it shall not count as weekend work for the purpose of determining eligibility for the Weekend Rotation and Premium (Section 6.05).

On-call assignments will be distributed equitably among qualified employees in their respective units.

Employees when on-call shall be paid five dollars (\$5.00) for each hour on-call. When called-in, employees shall be paid one and one half (1 ½) their regular rate of pay for a minimum of four (4) hours. (Home Health nurses will receive \$90.00 per visit.) When an employee is recalled within the same four (4) hour period, payment will only be for actual time worked beyond the four (4) hour minimum. If recalled after the original four (4) hour period, the employee will be entitled to another minimum four (4) hours work or pay, (excluding Home Health).

The on-call pay and call-in rate shall not be paid concurrently. Changing time as defined in 7.06 will not count as on-call time.

On holidays, the on-call rate shall be double the regular on-call rate, and the call-in rate shall be one and one half (1 ½) times the employee's regular rate of pay (Home Health \$90.00 per visit). In addition, if called-in the employee will receive compensatory time off in the amount equal to the time worked on the holiday or four (4) hours, whichever is greater.

An employee who is called in for four (4) or more hours between 11:00 p.m. and 7:00 a.m. preceding the next scheduled shift within 24 hours or any time between 11 p.m. and 7 a.m. preceding the next scheduled shift starting before 12 noon that day shall have the following options. The employee will inform the administrative supervisor of the option chosen a minimum of one (1) hour prior to the start of his/her regular shift:

- a) The employee's reporting time for his/her scheduled work shift shall be delayed by the number of hours equivalent to those worked by the employee while on-call, and the employee paid at his/her regular rate of pay for each adjusted hour.
- b) Should the employee report at his/her normal starting time, the employee will be paid time and one-half (1 ½) for each hour equivalent in number to those worked by the employee while on-call.
- c) If not worked, the employee may take accrued vacation or holiday time, if available.

Sufficient beepers will be provided to limit inconvenience to staff. An on-call room designated for the staff nurses and identified as such on the Medical Center grounds will be available for the optional use of employees on call.

Voluntary call shall apply to the following situations:

- a) During on-call hours when additional staff is needed.
- b) For units with on-call during non-call hours and when no staff are scheduled on.

An employee who is not on-call and who is called in because of circumstances but who cannot report for work on short notice will not be subject to discipline for such refusal to report. If the employee is called in and reports hereunder, the employee will receive time and one-half their regular rate of pay for a minimum of four (4) hours or time worked whichever is greater (Home Health \$90.00 per visit).

Home Health employees shall be on-call for home health patients only during the hours of 4:00 p.m. to 8:00 a.m. Monday through Friday and 24 hours on weekends and holidays. All calls received during the on-call period will be screened by the Administrator On-Call who will determine if such call requires a visit by the nurse on-call.

One qualified employee may fulfill all or part of the on-call requirement of another employee by mutual agreement between the two employees with management approval which shall not be unreasonably denied.

11.09 Tuition Reimbursement.

Regular, Full Time, and Part Time #1 employees are eligible to receive tuition assistance for all net tuition costs incurred after subtracting applicable scholarship and tuition grant monies received by the employee.

Scholarships and grants that are not applied to tuition and therefore do not reduce the employee's financial obligation towards tuition to the educational institution shall not reduce the employee's entitlement to reimbursement hereunder.

Additionally, there shall be no reduction in the maximum credit hours allowed hereunder for credit hours, the tuition costs of which are not reimbursed hereunder. For example, if an employee takes five credits in a semester at a total cost of \$4,000 and receives \$2,000 in tuition scholarship money from the school and \$2,000 in tuition assistance from the Medical Center, the maximum credit hours allowed hereunder shall be reduced by 5 multiplied by \$2,000/\$4,000 for a total reduction of 2.5 credits.

Employees must be employed a minimum of one (1) year prior to the beginning of the semester for which the tuition aid is requested, and must remain employed by the Medical Center for one year after the last completed course taken. If an employee terminates prior to fulfilling the service obligation, any tuition aid received in the last twelve (12) months of employment will be reimbursed to the Medical Center and may be deducted from his/her final paychecks.

The Employer will reimburse employees, both RNs and LPNs, for tuition costs for successfully completed (C or above) NLN and/or AACN approved BSN program courses (including external programs) related to an RN license from an accredited school or related to a BSN, Baccalaureate or higher degree with a major in Nursing, Health Sciences, or Public Health from an accredited school as follows:

Employees who take courses on a non-matriculated basis beginning with the Spring 1998 semester are eligible to receive tuition assistance for those courses taken within the 18 month period prior to their matriculation in an approved BSN or MSN program.

Employees must complete the necessary tuition assistance application and submit all required documentation at the time the courses are taken. Reimbursement for approved applications will be made after the employee submits acceptable proof of matriculation providing the employee is employed at the time that proof of matriculation is submitted.

- (A) Beginning September 1, 2024, in each school year (September 1 through August 31), Full Time employees are entitled to reimbursement for out-of-pocket tuition costs only, for up to the lesser of twelve (12) credits or \$5,000 per school year.

- (B) Part Time #1 employees are entitled to reimbursement for out of pocket tuition costs only, as follows:
24 hours per week (60%) = the lesser of 7.2 credits or \$3,000 per school year.

There will be no reimbursement for incidental fees incurred in the courses.

- (C) Medical Center will reimburse Full Time and Part Time #1 employees for up to four hundred \$400.00 dollars per year for specialty nursing certification or recertification exams or fees and/or approved continuing education courses. As an alternative to reimbursement, the Medical Center may, in its sole discretion, enter into an agreement with an external vendor (e.g. ANCC's Success Pays program) to pre-pay up to four hundred dollars per year for eligible Full Time and Part Time #1 employees to take specialty nursing certification or recertification exams. The participation in such vendor related programs and/or vendor offered programs remains at the sole and exclusive discretion of the Medical Center. Notwithstanding the above, employees may continue to utilize the reimbursement method. Regardless of the option chosen, the maximum combined cost to the Medical Center shall not exceed four hundred \$400.00) dollars per year.

11.10 Uniform Allowance.

- (A) Employees on the payroll as of September 1, 1977 shall receive the following uniform allowance on September 1, 1986 and annually thereafter while employed.

<u>Classification</u>	<u>Amount</u>
Full Time	\$ 150
PT #1 (24 hours/week) and Weekend Flex	\$ 90
PT #1 (20 hours/week)	\$ 75

- (B) Full Time and Part Time employees whose date of hire is after September 1, 1977 shall receive the above allowance after completion of one (1) year's continuous employment, on their anniversary date and annually thereafter while employed.

- (C) No uniform allowance shall be paid to any employee who is not required to wear a uniform or is supplied with a uniform by the Employer.
- (D) Effective September 1, 1989, nurses who work on 4E are entitled to the uniform allowance.

11.11 Preceptors and Mentors.

A. Mentorship Program

The parties acknowledge the importance of an established mentorship program as an essential retention and recruitment tool. Mentors assist in the professional development and socialization of a new RN to the profession.

Nurses who volunteer to take on the responsibility of becoming a mentor may become a mentor provided the nurse completes the Medical Center's mentorship program. The Medical Center will develop initiatives to support mentors and protégés.

Upon selection a workshop will be conducted by the Medical Center with the mentor and protégé. The purpose of this program is to establish mechanisms for communication and review the purpose of the program.

The Medical Center will provide an on-going bi-annual mentorship workshop for active mentors and protégés to further assist in the development of the relationship as it pertains to teacher, coach, and sharing wisdom; to listen and advise; to help increase motivation and job satisfaction; and to provide clinical expertise.

A Staff Nurse who during non-working time, attends meetings which are part of the mentorship program or related to the development of the mentorship program shall receive her/his regular compensation rate of pay for time spent in such meetings. Additionally, the Medical Center will use its best efforts to release Staff Nurses and Care Managers who during work time, are asked to attend meetings which are part of the mentorship program or related to development of the mentorship program, or to meet together to evolve their relationship.

B. Preceptor Program

A nurse who volunteers to share in the responsibility of the orientation of an employee may become a preceptor provided the nurse completes the Medical Center's preceptor course. A minimum of one year of experience in the specialty is recommended.

In order to qualify for the preceptor role the employee must successfully complete, initially and annually, thereafter the required programs specified by the Center for Nursing Practice and meet established standards. The Union may recommend modification and/or supplementation of the preceptor program in the JNPC or through the professional development subcommittee of the JNPC. If recommendations are made, the Council shall review and consider such recommendations in good faith.

Once the nurse volunteers preceptor assignments will be made by the Nurse Manager. The JPC/Nurse Educator collaborates with the Nurse Manager to promote effective learning and positive outcomes in the

orientation. Preceptor and orientee will share an assignment. Assignments will be adjusted on the basis of the orientee demonstrating increased learning and the level of experience.

Best efforts will be made to assign the preceptor one orientee.

The Preceptor serves as a role model. In recognition of those qualities, the Medical Center will provide a Preceptor Incentive Program (PIP).

Effective the first full pay period in July 2024, the preceptor will earn a differential of \$2.00 per hour for every assigned hour spent precepting.

Prior to the first full pay period in July 2021, the preceptor earned \$1.50 an hour of educational credit for every hour spent precepting. These credits can be used, from June 1, 2021 through May 31, 2024, for approved educational purposes such as:

- * Academic Courses leading to a degree (above tuition reimbursement)
- * CE Courses (including mandatory CE classes taken outside EHMC)
- * Conferences (may include airfare and hotel costs)
- * Professional Books and Subscriptions to Professional Journals
- * Professional Organization Membership Dues
- * RN License Renewal
- * Additional Uniform Costs above Uniform Allowance (i.e. stethoscope, shoes, compression socks, etc.)

The total of accrued but unused credits will be displayed on the Preceptor Incentive form. All unused credits will be forfeited as of June 1, 2024 or upon termination of employment, whichever is earlier. To utilize the credits the nurses must complete either the CE form or tuition reimbursement form. The Nurse Manager must approve the use of the accrued credits.

Only credits that have been banked can be used. No advancement on credits will be allowed.

11.12 Weekend Differential.

All Full Time and Part Time #1 and #2 and Regular and Casual Per Diem Staff Nurses and LPNs whose regular shift begins at or after 11 p.m. Friday and ends at or before 7 a.m. Monday will receive a differential of two dollars (\$2.00) for each hour worked.

12. HEALTH AND SAFETY.

12.01 Health Examination.

The Employer will continue its present policy of providing initial physical examinations to employees. On an annual basis, employees will complete a health assessment questionnaire for review and retention by Employee Health Service and as required by state and/or Federal guidelines be screened annually for measles, rubella etc. Annual physical examinations would be at the employee's request unless the questionnaire upon review indicates that a physical examination is appropriate. If the EHS Physician deems a PAP test, electrocardiogram

or SMA 12 to be necessary, such tests will be performed at the Medical Center at no cost to the employee. The Medical Center may recommend at certain age intervals other routine tests and when recommended will perform such tests at no cost to the employee. The Employer may also at its cost and expense have a physical examination of any employee returning from sick leave or disability to ensure fitness and capability to return to work.

12.02 Employer Obligation.

Employer will observe all applicable health and safety laws and regulations, and will take all steps reasonably necessary to ensure employee health and safety. The Employer will provide a safe and healthful environment and correct all health and safety hazards.

12.03 Employee Obligation.

Every employee shall observe all applicable health and safety laws and regulations, and comply with all Employer's health and safety rules and instructions.

12.04 Health and Safety Visits

Where there is a health and safety concern relating to the physical premises, environment or conditions of a department or work area, any nurse may bring the issue to the attention of JNPC. Where a co-chair or co-chairs believe a walk through may help identify issues or solutions they shall arrange a visit to the area as soon as possible.

12.05 Latex Safety

The hospital shall provide education for employees on latex safety and develop a latex-safe products list available at EHMC.

12.06 Needle Safety

1. The Hospital shall notify the HPAE Health and Safety Committee Chair at the JNPC regarding the formation of any committee or subcommittee dealing with needle safety. The minutes of the Needle Safety Committee shall be available to the HPAE Health and Safety Chair.

2. The Union may appoint two nurses (one hospital based and one home care based) to the safe needles/sharps evaluation committee in accordance with NJAC 8:43 E-7. This committee will meet at least annually and as the need arises pursuant to NJAC 8:43 E-7. The committee shall meet to evaluate and select sharp devices with integrated safety features, or needleless devices based on specific criteria such as ease of use and cost, as well as review any waivers submitted for products.

12.07 Radiation, Biological and Chemical Safety

1. The employer shall provide staff with appropriate monitoring devices, protective equipment and clothing to protect them from exposure to radiation and bio-hazards as may be required by applicable regulations and laws or policies of the employer. The employer also shall provide appropriate personnel with annual education and training regarding radiation, biological and chemical safety. Staff in the ED shall have

access to the internet for updates regarding radiation, biological and chemical safety effective July 1, 2006.

2. Based on regulatory requirements staff that have been identified by the Medical Center as having the likelihood of exposure to TB will be instructed and fitted for TB masks on an annual basis. Other staff may also be instructed and fit tested by staff trained in the fit testing procedure; however the employee must be responsible for maintaining the annual requirements.

12.08 Ergonomics/Safe Patient Handling

The Medical Center inclusive of bargaining unit members and the HPAAE Health and Safety Representative will continue to provide an ergonomics/safe patient handling program. This program is inclusive of evaluation of equipment and patient handling devices, procedures, staff education and ongoing monitoring of the program.

Staff will be required to be in compliance with the safe patient handling programs established.

12.09 Violence Prevention

The Medical Center shall provide workplace violence education for all RNs through annual mandatory module completion. RN's in "high risk" areas will receive high-risk specific training. This education may include: identification of risk factors that may contribute to workplace violence, early warning signs of escalating behavior, tools for diffusing violent situations, and reporting procedures.

If a nurse is subject to workplace violence, the nurse shall contact Security and the Nurse Manager/Nursing Supervisor. Security shall complete the Workplace Violence Report and provide the nurse with a document including a complaint number and the name of the person taking the report. The nurse will review and initial the report. The Security Department will forward all Workplace Violence Reports to Employee Health. If applicable, the Nurse Manager/Nursing Supervisor will complete the on-line Accident Safety report, a copy of which is sent to Employee Health. Employee Health will offer assistance and information outlining the next steps the employee may take and access to counseling services through the Employee Assistance Program. If the event involves a patient/visitor, the nurse must complete a Patient Safety Report. Following the Workplace Violence Report submission, the employee shall receive a communication from Employee Health which will serve as confirmation that the report has been logged properly. Upon request, the nurse shall be entitled to updates on the progress and notification that the matter has been addressed. Specific details regarding the process and/or resolution will not be provided.

Employees who are the subject of a complaint shall be entitled to notification of the outcome of the investigation. Specific details regarding the process and/or resolution will not be provided. However, in the event of a discipline of a bargaining unit member, this provision does not constitute a waiver of the Union's right to information.

Where criminal conduct is alleged and the RN wishes to file a complaint with local law enforcement authorities, the Director of Security will provide information to the employee on the process.

12.10 JNPC Health and Safety Initiatives:

Bargaining unit employees participating in initiatives related to health and safety that have been mutually agreed upon by the JNPC will be compensated at their regular rate of pay.

The Medical Center is committed to planning activities to respond to potential emergencies and to provide emergency preparedness training to the staff to further effectively prepare the staff to manage patients during emergencies.

13. EMPLOYEE FACILITIES

13.01 Staff Lounge(s).

The Employer will provide staff lounge(s). The area should be well lit and ventilated and contain furniture that is clean and in good repair. The parties will cooperate to keep the area clean. In addition, the Employer shall provide facilities for employees coats and lockers for personal articles on or adjacent to each nursing unit.

13.02 Parking.

The Medical Center will guarantee the availability of a reasonable number of parking spaces close to the Medical Center's entrances for the exclusive use of employees working evening shifts. The Medical Center will assure that spaces will be available as in the past for 7-3 and 11-7 shift employees. Security escort will be provided for all employees, inclusive of Home Health employees, requesting such protection.

14. MANAGEMENT RIGHTS

The Employer retains the sole and exclusive right to promulgate rules and regulations; direct, designate, schedule, transfer, and assign duties to the work force, except as otherwise limited in this Agreement.

The Employer retains the right to hire, classify, promote, demote, assign, lay-off, discipline, and discharge for cause or reason; to require reasonable overtime as limited by Section 6.07 of this agreement; to determine the number of hours per day or per week to be worked; to select and to determine the number and types of employees required; to assign work to such employees in accordance with the requirements determined by Management; to establish and change work schedules and assignments.

The Employer retains the right to plan, direct and control the entire operation of the Medical Center; to maintain safety; discontinue, consolidate or reorganize any department or branch; transfer any or all operations to any other locations or discontinue the same in whole or in part; to merge with any other institution; make technological improvements; to subcontract any or all operations as it deems necessary provided any subcontracting or transfer of operations of the Medical Center shall not be for the purpose of laying off employees in the bargaining unit; to install or remove equipment regardless of whether or not such action causes a reduction of any kind in the number of employees or transfers in the work force requires the assignment of additional or different duties, or causes the elimination or addition of nursing titles or jobs; and carry out the ordinary and customary functions of Management whether or not possessed or exercised by the Medical Center prior to the execution of this Agreement except as limited herein. All the rights, powers, discretion, authority and prerogatives possessed by the Employer prior to the execution of this agreement, whether exercised or not, are retained by and are to remain exclusively with the Employer except as limited herein.

The Union on behalf of the employees, agrees to cooperate with the Employer to attain and maintain full efficiency and maximum patient care and the Employer agrees to receive and consider constructive suggestions submitted by the Union toward these objectives pursuant to Section Three.

There will be no separate agreements with individual employees.

15. GRIEVANCE ADJUSTMENT

15.01 Scope.

Except as otherwise provided in this agreement, every grievance either an employee, the Union or the Employer may have arising from the application, interpretation or claimed violation of any clause of this agreement will be adjusted as stated in paragraph 15.02 through 15.05.

15.02 Step 1.

The purpose of Step I is to facilitate the informal resolution of workplace concerns. Therefore, no formal writing is required of either the employee presenting the issue or the manager to whom the issue is raised.

The grievance shall begin with an informal verbal discussion between the manager and the employee, or a spokesperson for the group where there is more than one employee. The employee may, if she/he so desires, request the presence of the Union's local representative. If a satisfactory settlement is not reached and the employee wishes to pursue the grievance further, the grievance may be formalized and taken to step 2. Grievances regarding suspension or termination can be brought immediately to the 3rd step.

15.03 Step 2.

The employee(s) or the Union shall present the grievance within ten (10) working days of the occurrence or the date the employee reasonably should have been aware of the alleged violation in writing to his/her divisional Director or his/her designee, or be forever barred.

For the complaint to become the subject of a grievance it must be in writing and shall include:

- The grievant(s) name, shift/status;
- Date of Step 1 submission and name of respondent (if applicable);
- The date of the alleged violation;
- The contract provision allegedly violated;
- The issue that brought rise to the grievance;
- Remedy desired;

Additional contract clauses allegedly violated may be added to the grievance at any time up to the time permitted to file the appeal in Step three. A discussion between the employee, or a spokesperson for the group where there is more than one employee, a Union general representative or his/her designee and the Director or designee for the purpose of resolving the grievance will be completed and the Medical Center will give its written decision within ten (10) working days of the receipt of the written appeal to Step 2. If a satisfactory settlement is not reached, then,

15.04 Step 3.

The grieving party may appeal the grievance in writing to the Director of Labor Relations or his/her designee, or to the Union's Local Chairperson or his/her representative in the case of Employer grievances within five

(5) working days after receipt of the Step 2 decision. The grievance must be signed by the appealing party(s) unless sent by email. A discussion will be held within ten (10) working days of the receipt of the written appeal and the Director of Labor Relations or his/her designated representative or the Union, as applicable, will give a written decision within five (5) working days following the completion of discussions. If a satisfactory settlement is not reached, then,

15.05 Step 4.

The grievance may be submitted to arbitration by the Employer or Union within thirty (30) calendar days of receipt of the Step 3 decision. An arbitrator will be appointed through the American Arbitration Association. Barring unforeseen circumstances, arbitration hereunder shall be conducted within six months of the date the grievance was submitted to the American Arbitration Association.

15.06

For the purpose of this procedure only, a working day shall be defined as hours between 8:00 AM and 5:00 PM, excluding Saturdays, Sundays and holidays. The day of the occurrence of the act or the failure to act that causes a grievance shall not count as a day in the limits; also, the day of the reply in any given step shall not count as a day used in the time limits specified for the next step in the procedure.

15.07

Failure of any party to abide by the time limits set forth in the procedure shall give the grieving party the right to submit the grievance directly to the next step of the procedure except as set forth in 15.03 and 15.13.

15.08

Additional time will be allowed for any step in the above procedures or this procedure may be waived upon the mutual consent of the party involved, but such extension or waiver must be agreed upon in writing.

15.09

The Union will cooperate with the Employer by handling grievances in such a manner that there will be no interference with normal operations of the Employer's business.

15.10

The arbitrator is limited by the terms of this agreement. S/he shall have no power to add to, subtract from, modify, amend, or in any way change any of the terms of this agreement, or any amendments hereto.

15.11

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

15.12

Each party shall be responsible for the expenses of its witnesses or others selected or called by a party for grievance or arbitration. Expenses incurred in the payment of fees to an impartial arbitrator shall be divided equally between the parties to this Agreement. The Employer will make every reasonable effort to reschedule any employee called as a witness in any arbitration hearing in order that said witness shall have continuity of income. The Union will make every reasonable effort to provide the Employer with advance notice as to the need for the rescheduling of an employee called as a witness for a grievance or arbitration.

15.13

Employer grievances must be filed in writing, within ten (10) working days of the date of occurrence, in Step Three to the Union.

15.14

Grievance Procedure or other conferences requiring the attendance of Local or General representatives will be scheduled at a time convenient to all involved whether or not during working hours, provided, however, such meetings will be scheduled at a time when the fewest number of Union representatives involved in the meeting are actually working in an effort to limit interference with patient care.

15.15 Expedited Arbitration

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

B. The party initiating the grievance will notify the American Arbitration Association and request an expedited arbitration hearing. The following rules shall be followed:

1. AAA will forward one list to the parties involved that will list five arbitrators. The parties may strike one name from the list prior to returning it to AAA and number the remaining names in order of preference. The list must be returned within 10 working days of being sent out by AAA.
2. The arbitrators listed by AAA must agree to hear the case within sixty (60) days of being assigned the case. If the arbitrator cannot hear the case within the time limit, they shall not be included on the list by AAA. If for any reason the arbitrator cannot fulfill the obligation after being assigned the case, AAA shall assign the next arbitrator on the list.
3. If the parties do not agree upon a mutual date within the sixty (60) days described above, the arbitrator shall assign a date over the next thirty (30) days.

C. 1. Once an arbitrator and date have been selected:

Both sides will meet prior to the arbitration hearing date to identify a) the issue that the arbitrator will be deciding; and b) joint exhibits. There shall be no post-hearing briefs. Each side shall make an opening statement and concluding statement to identify their position and proofs.

16. BUSINESS OR EMPLOYMENT INTERRUPTION.

It is agreed that the Union, its officers and representatives and the employees covered by the Agreement will not collectively, concertedly or individually, directly or indirectly, strike, slowdown, picket, or concertedly refuse to work overtime, or in any way interfere with or interrupt the Employer's obligation to provide patient care during the term of this agreement. The Employer agrees there will be no lockout of employees during the term of this Agreement. Inability to continue operations because of a labor dispute shall not be a lockout.

Should there be a strike, slowdown, picketing, interruption or other violation of this Article, the Union agrees to cooperate with the Employer to remedy any such situation by immediately giving written and oral notice to the Employer and employees involved declaring the said activity violative of the contract and ordering said employees to return to work and directing said employees to resume full normal work.

17. NON-DISCRIMINATION

Neither Employer nor Union will discriminate against any employee or applicant for employment as an employee, in any matter relating to employment because of race, color, creed, national origin, sex, sexual orientation, gender identification, marital status, age, or political beliefs, or because the employee is a member of the Union, or has filed any complaints or grievances with the Medical Center.

18. SEPARABILITY

This Agreement and its component provisions are subordinate to any present or future laws and regulations. If any federal or New Jersey State law or regulation, or the final decision of any federal or state court or administrative agency affects any provision of this Agreement, each such provision will be deemed amended to the extent necessary to comply with such law, regulation or decision but otherwise this Agreement will not be affected.

19. DAY CARE

Should the Medical Center engage in a contract with a child care provider, the child care rates for bargaining unit employees shall be the same as the rates charged to non-bargaining unit employees of the Medical Center.

20. CREDIT UNION

The Medical Center agrees to maintain the payroll deduction for a credit union.

21. WAGES AND EXPERIENCE RECOGNITION

- (A) All employees will be placed on the wage schedules (Schedules A-D) after being given recognition for all appropriate experience, both current and prior. One (1) year of credit will be given for every two (2) years of experience in foreign acute care hospitals, up to a limit of eight years of experience and four years of credit, provided that such experience is proven by verifiable documentation. Nurses must submit such documentation at the time of hire, or by mutual agreement within a reasonable time thereafter.
- (B) Experience Definition: Such experience shall include all Englewood Hospital and Medical Center experience as well as all prior experience in:
 - a. Acute care hospitals
 - b. Long term care facilities
 - c. Public Health
 - d. Home health
 - e. Mental health facilities
 - f. Doctors' offices if such experience is directly related. The determination if such experience is related will be made by the Medical Center.
- (C) Experience Credit:
 - a. All employees will move one step on the wage schedule on the anniversary of their date of hire.

b. All newly hired RNs/LPNs will be given one (1) year experience credit for each of the first fifteen (15) years of experience (using the CBA definition of qualifying experience). The maximum hiring step for nurses shall be at the experience level of fifteen (15) years using the current CBA definition of qualifying experience. There shall be no distinction made for part-time or full-time work

- (D) The Medical Center shall have the discretion to establish a program under which sign on bonuses of up to \$10,000 may be paid at management's sole and exclusive discretion to new hires into the bargaining unit. Each May 1st and November 1st, management shall share information with the union including name of the employee, amount of the sign on bonus and how long the employee must work at the Medical Center to earn the bonus.
- (E) All agreed upon increases in wages and differentials shall be effective on the first day of the first complete pay period following the specified effective date of the wage or differential increase.

22. EFFECTIVE DATE AND DURATION

- (A) This agreement except as otherwise stated, will be effective from June 1, 2024 at 12:01 AM and will remain effective until 11:59 PM May 31, 2027 and from year to year thereafter unless terminated as provided in Article 23.
- (B) During negotiations for the successor labor Agreement to this Agreement, four (4) Union negotiating committee members designated by the Union shall be provided with straight time pay for all scheduled work time said designated committee members spend in negotiations. There shall be no granting of additional time or pay for holidays or time spent beyond the regular work schedule of the respective member.

23. TERMINATION

This agreement may be terminated effective 12:01 AM June 1, 2027 by written notice from either party, delivered to the other not later than March 1, 2027 of intent to modify or terminate and may be terminated effective 12:01 AM any subsequent June 1st by similar written notice delivered to the other party not later than the preceding March 1st. Notice of intent to modify will be equivalent to notice of intent to terminate.

24. SUCCESSORSHIP

In the event of a total acquisition of the Medical Center, to the extent legally permissible, the terms and provisions of this agreement shall be binding upon the parties hereto, their heirs, executors, administrators, assignees purchasers and successors. The hospital shall make best efforts to notify the union at least forty-eight (48) hours prior to the public announcement of such an agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives.

**Health Professionals & Allied Employees
AFT, AFL-CIO**

Debbie White, President HPAE

Alice Barden, President Local 5004

Michele McLaughlin, VP Local 5004

Cathi Goldfischer, Chair of Health & Safety

Elaine VanBuren-Rizzo, Chair of Clinical Ed

Lindie-May Abdon

Eric Maldonado

Cody Lallathin

Jessica Burgio

Adele Thomas

Karen Twomey

Englewood Hospital & Medical Center

Patricia Wilson
Senior Vice President of Human Resources
& Chief Human Resources Officer

Kathleen Kaminsky, MS, RN, NE-BC
Senior Vice President, Patient Care Services &
Chief Nursing Officer

Mariah Carvalho
Director, Employee & Labor Relations

Maria L. Kinney
Senior Director, Total Rewards &
HR Operations

Brian Tyrrell
Director, HR Business Partner

Toni-Ann Edwards, RN
Director of Nurse Recruitment, Talent Transition
& Integration

Barbara Grygotis
Senior Director of Nursing, Med-Surg &
Nursing Operations

Denise Arzoomanian
Senior Director of Nursing, Professional Practice
& Critical Care

Barbara Crowley
Senior Director, Perioperative Services

Suzanne Jackson

Valerie French
Senior Director of Nursing, Maternal
Child Health & Emergency Department

Date

Date

SCHEDULE A - CARE MANAGER SALARY

Includes the pay rate for all Full Time and Part Time #1 Care Managers.

Care Managers shall be paid a salary equal to the appropriate step on Schedule B annualized at 2080 plus the Care Manager rate of \$9,000 per year. Part Time 1 employees shall receive the above, pro-rated to the number of hours per year they are hired to work.

Care Managers will receive increases in the same manner as Schedule B for the duration of this agreement. Anniversary increases shall be on the last date of hire or transfer into the bargaining unit.

All Care Manager compensation shall be paid as weekly salary in bi-weekly installments in accordance with the Care Managers' exempt status.

The salary and increases for Part Time Care Managers shall be prorated.

SCHEDULE B - STAFF RN WAGE SCHEDULE

Includes the pay rate for all Full Time, Part Time #1, Part Time #2, and Weekend Flex staff RN employees

- A. For all purposes hereunder, anniversary is defined as a Staff RN's last date of hire or transfer into the bargaining unit.
- B. Employees who change from casual per diem to Full Time, Part Time or Weekend Flex status will be credited with one step for every 416 hours worked as a per diem, not to exceed 1 step per year plus prior experience credit in accordance with Section 21 of this agreement.
- C. Effective June 1, 2024 through May 31, 2025, step increases for all eligible regular Full-Time, Weekend Flex, regular Part-Time 1 and Part-Time 2 employees the first full pay period after each respective employee's anniversary date. Longevity bonus of \$1,300 for each Full-Time and Weekend Flex employee with at least 31 years of continuous service as of December 31, 2024 and \$700 for each Part-Time 1 employee with at least 31 years of continuous service as of December 31, 2024.
- D. Effective the first full pay period after July 1, 2024, all eligible regular Full-Time, Weekend Flex, regular Part-Time 1 and Part-Time 2 employees on Steps 0-25 shall receive a \$5.00 salary increase in their base hourly rate of pay, and the RN Wage Scale shall be adjusted accordingly. All eligible regular Full-Time, Weekend Flex, regular Part-Time 1 and Part-Time 2 employees on Step 26-30 shall receive a \$4.00 salary increase in their base hourly rate of pay and the RN Wage Scale shall be adjusted accordingly.
- E. Effective June 1, 2025 through May 31, 2026, step increases for all eligible regular Full-Time, Weekend Flex, regular Part-Time 1 and Part-Time 2 employees the first full pay period after each respective employee's anniversary date. Longevity bonus of \$1,400 for each Full-Time and Weekend Flex employee with at least 31 years of continuous service as of December 31, 2025 and \$800 for each Part-Time 1 employee with at least 31 years of continuous service as of December 31, 2025.
- F. Effective the first full pay period after July 1, 2025, all eligible regular Full-Time, Weekend Flex, regular Part-Time 1 and Part-Time 2 employees shall receive a 2.0% salary increase in their base hourly rate of pay, and the RN Wage Scale shall be adjusted accordingly.
- G. Effective June 1, 2026 through May 31, 2027, step increases for all eligible regular Full-Time, Weekend Flex, regular Part-Time 1 and Part-Time 2 employees the first full pay period after each respective employee's anniversary date. Longevity bonus of \$1,500 for each Full-Time and Weekend Flex employee with at least 31 years of continuous service as of December 31, 2026 and \$900 for each Part-Time 1 employee with at least 31 years of continuous service as of December 31, 2026.
- H. Effective the first full pay period after July 1, 2026 all eligible regular Full-Time, Weekend Flex, regular Part-Time 1 and Part-Time 2 employees shall receive a 2.0% salary increase in their base hourly rate of pay, and the RN Wage Scale shall be adjusted accordingly.

Schedule B – Continued
RN Wage Schedule

Step		7.1.24		7.1.25		7.1.26
0		\$ 47.19		\$ 48.13		\$ 49.10
1		\$ 47.73		\$ 48.69		\$ 49.66
2		\$ 48.63		\$ 49.61		\$ 50.60
3		\$ 49.56		\$ 50.55		\$ 51.56
4		\$ 50.07		\$ 51.07		\$ 52.09
5		\$ 50.97		\$ 51.99		\$ 53.03
6		\$ 51.45		\$ 52.48		\$ 53.53
7		\$ 51.91		\$ 52.95		\$ 54.01
8		\$ 52.36		\$ 53.40		\$ 54.47
9		\$ 52.79		\$ 53.84		\$ 54.92
10		\$ 53.67		\$ 54.75		\$ 55.84
11		\$ 54.52		\$ 55.61		\$ 56.72
12		\$ 55.38		\$ 56.49		\$ 57.62
13		\$ 56.25		\$ 57.38		\$ 58.52
14		\$ 57.10		\$ 58.24		\$ 59.41
15		\$ 57.96		\$ 59.12		\$ 60.30
16		\$ 58.83		\$ 60.00		\$ 61.20
17		\$ 59.68		\$ 60.87		\$ 62.09
18		\$ 60.34		\$ 61.55		\$ 62.78
19		\$ 61.19		\$ 62.41		\$ 63.66
20		\$ 61.47		\$ 62.70		\$ 63.95
21		\$ 62.31		\$ 63.55		\$ 64.82
22		\$ 63.15		\$ 64.41		\$ 65.70
23		\$ 63.68		\$ 64.95		\$ 66.25
24		\$ 64.51		\$ 65.80		\$ 67.12
25		\$ 65.34		\$ 66.65		\$ 67.98
26		\$ 65.54		\$ 66.85		\$ 68.19
27		\$ 65.73		\$ 67.04		\$ 68.38
28		\$ 66.41		\$ 67.74		\$ 69.10
29		\$ 67.10		\$ 68.44		\$ 69.81
30		\$ 67.79		\$ 69.14		\$ 70.52

SCHEDULE C - LPN WAGE SCHEDULE

**Includes the pay rate for all Full Time, Part Time #1, Part Time #2 and
Regular Per Diem LPN employees**

Employees who change from casual per diem to Full Time or Part Time status will be credited with one step for every 2,080 regular straight time hours worked as a per diem.

STEP	06/01/99
0	18.45
1	18.92
2	19.42
3	19.89
4	20.37
5	20.87
6	21.35
7	21.83
8	22.31
9	22.79
10	23.29
11	23.76
12	24.25
13	24.73
14	25.21
15	25.70
16	26.18
17	26.67
18	27.14
19	27.62
20	28.12
21	28.60
22	29.08
23	29.56
24	30.04
25	30.54

SCHEDULE D - RN CASUAL PER DIEM WAGE SCHEDULE

Includes the pay rate for all RN Casual Per Diem employees.

Effective first full pay period after July 1, 2024, all RN Casual Per Diems shall receive a \$5.00 salary increase to the base hourly rate (\$57.00).

Effective first full pay period after July 1, 2025, all RN Casual Per Diems shall receive a 2.0% salary increase to the base hourly rate (\$58.14).

Effective first full pay period after July 1, 2026, all RN Casual Per Diems shall receive a 2.0 salary increase to the base hourly rate (\$59.30).

The base hourly rate for all casual per diems for weekend shifts (shifts beginning at or after 11:00 p.m. Friday and ending at or before 7 a.m. Monday: effective September 20, 2009, shifts beginning at or after 10:45 p.m. Friday and ending at or before 7:15 a.m. Monday) and for holidays designated in Section 8.01 of this agreement shall be \$60.00 per hour effective the first full pay period after July 1, 2024, \$61.20 per hour effective the first full pay period after July 1, 2025, \$62.42 per hour effective the first full pay period after July 1, 2026.

Casual Per Diem employees are eligible for shift differential, weekend differential, education differential, on-call pay, call-in pay, holiday premium pay and float differential for float per diems only.

SCHEDULE E - LPN CASUAL PER DIEM WAGE SCHEDULE

Includes the pay rate for all LPN Casual Per Diem employees

NEW HIRES:

LPNs hired from outside as Casual Per Diems:

Level 1 = Less than two (2) years Full Time experience.

Level 2 = Two (2) or more years Full Time experience.

EHMC EXPERIENCE: *

Level 1 = Employee with less than 4,000 hours of seniority.

Level 2 = Employee with greater than 4,000 but less than 10,000 hours of seniority.

Level 3 = Employee with greater than 10,000 hours of seniority.

Level	June 1, 1999
1	\$21.28
2	\$22.50
3	\$23.71

* Also used when transferring from Full or Part Time status to Casual Per Diem.

Casual Per Diem employees are eligible for shift differential, weekend differential, on-call pay, call-in pay and holiday premium pay.

**SCHEDULE F-1 Health Benefits
3 TIER - RN/CM UNION PLAN**

Access Networks			
Tier 1: Network	EHMC Hospital and Participating providers UMR - UnitedHealthcare Choice Plus Network		
Tier 2: Out-of-Network	All others		
Plan Provisions	Inner Circle	In-Network	Out-of-Network
Annual Deductible	None	None	\$1,000 Single / \$2,000 Family
How is Deductible Satisfied: One person must meet single, then any combination can meet the remainder.			
Coinsurance	None	None	70% Coverage / 30% Coinsurance
Out-of-Pocket Maximum Includes Annual Deductible	None	None	\$4,000 Single / \$8,000 Family
How is Out-of-Pocket Satisfied: One person must meet single, then any combination can meet the remainder.			
Lifetime Maximum	Unlimited		
Pre-certification Penalty	Services may be denied or a penalty of 50% (up to \$500 per occurrence) will be applied for non compliance.		
Emergency Services			
Emergency Room			
Facility Charges	100% Coverage	\$50 Copay; waived if admitted	\$75 Copay; waived if admitted
Ancillary Charges	100% Coverage	100% Coverage	100% Coverage
Physician Charges	100% Coverage	100% Coverage	100% Coverage
Emergency Admission			
Facility Charges	100% Coverage	\$500 Copay per admit	\$500 Copay per admit ⁽³⁾
Ancillary Charges	100% Coverage	100% Coverage	100% Coverage ⁽³⁾
Physician Charges	100% Coverage	100% Coverage	100% Coverage ⁽³⁾
Diagnostic Services related to ER visit	100% Coverage	100% Coverage	100% Coverage
Ambulance Services	100% Coverage	100% Coverage	100% Coverage
Hospital Services			
Semi-private R&B⁽¹⁾	100% Coverage	\$500 Copay per admit	Deductible, 70% Coverage ⁽²⁾
Same Day Surgery in Hospital⁽¹⁾	100% Coverage	\$500 Copay per procedure or surgery	Deductible, 70% Coverage ⁽²⁾
Extended Care/Skilled Nursing⁽¹⁾ Limit 30 days per calendar year	Not Available	\$500 Copay per admit	Deductible, 70% Coverage ⁽²⁾
Free Standing Surgical Center⁽¹⁾	Not Available	\$500 Copay per procedure or surgery; 90% Coverage	Deductible, 70% Coverage ⁽²⁾
Physician Services			
Surgeon, Assistant Surgeon, Anesthesia etc.			
In-patient	100% Coverage	100% Coverage	Deductible, 70% Coverage ⁽²⁾
Out-patient	100% Coverage	100% Coverage	Deductible, 70% Coverage ⁽²⁾
Physicians Fees			
In-patient	100% Coverage	100% Coverage	Deductible, 70% Coverage ⁽²⁾
Out-patient	100% Coverage	100% Coverage	Deductible, 70% Coverage ⁽²⁾
Physician Assistant	100% Coverage	100% Coverage	Deductible, 70% Coverage ⁽²⁾
Office visits - Illness/Injury	\$15 Copay per visit	\$30 Copay per visit	Deductible, 70% Coverage ⁽²⁾
Office visit - Specialist	\$15 Copay per visit	\$30 Copay per visit	Deductible, 70% Coverage ⁽²⁾
Office visit - Consultation	\$15 Copay per visit	\$30 Copay per visit	Deductible, 70% Coverage ⁽²⁾
Allergy Injection	\$15 Copay per visit	\$30 Copay per visit	Deductible, 70% Coverage ⁽²⁾
Allergy Test	\$15 Copay per visit	\$30 Copay per visit	Deductible, 70% Coverage ⁽²⁾
Chiropractic Services	Not Available	\$30 Copay per visit	Deductible, 50% Coverage ⁽²⁾ \$500 Limit per calendar year
Podiatry Services	\$15 Copay per visit	\$30 Copay per visit	Deductible, 70% Coverage ⁽²⁾
⁽¹⁾ Pre-Authorization: Certain services require Pre-Authorization. See Utilization Review Section for a complete Pre-Authorization list. Although providers may request Pre-Authorization on your behalf, please note that ultimately it is the member's responsibility to obtain Pre-Authorization prior to services being rendered, otherwise the services may be denied or a penalty of 50% up to \$500 per occurrence will be applied. ⁽²⁾ Reimbursement to all providers is based on the "Plan's Allowable Charges". Any Out-of-Network provider can balance bill the patient for any amounts in excess of the "Plan's Allowable Charges". This excess amount is considered a non-covered amount and does not accrue towards the Out-of-Pocket maximum. ⁽³⁾ Emergency Admission benefit from 1/1/06 through 7/31/06 for facility, ancillary and physician charges was payable at Out-of-Network benefit of Deductible, 70% Coverage. Effective 8/1/06, Emergency Admission benefit has been changed to Deductible, 90% Coverage for facility, ancillary and physician charges. Reimbursement will be considered based on billed charges or negotiated fee if applicable.			

			3 Tier RN/CM-Union Plan
Wellness Services	Inner Circle	In-Network	Out-of-Network
Well Baby, Routine Exams	100% Coverage	100% Coverage	Deductible, 70% Coverage ⁽²⁾
Immunizations Childhood and Adult (not covered for college students, out of country or sports related immunizations)	100% Coverage	100% Coverage	Deductible, 70% Coverage ⁽²⁾
Adult Routine Exam	100% Coverage	100% Coverage	Deductible, 70% Coverage ⁽²⁾ Combined \$350 Wellness Limit per year
Adult Wellness Exam	100% Coverage	100% Coverage	Deductible, 70% Coverage ⁽²⁾ Combined \$350 Wellness Limit per year
Routine Gynecological Exam	100% Coverage	100% Coverage	Deductible, 70% Coverage ⁽²⁾ Combined \$350 Wellness Limit per year
Maternity Care - covers mother & baby			
Facility Charges	100% Coverage	\$500 Copay per admit	Deductible, 70% Coverage ⁽²⁾
Physician Charges	100% Coverage	100% Coverage	Deductible, 70% Coverage ⁽²⁾
Pap Smear	100% Coverage	100% Coverage	Deductible, 70% Coverage ⁽²⁾
Mammography			
Routine	100% Coverage	100% Coverage	Deductible, 70% Coverage ⁽²⁾
Non Routine	100% Coverage	\$500 Copay per procedure	Deductible, 70% Coverage ⁽²⁾
Diagnostic Services (Laboratory & X-Ray)			
Laboratory Services			
Physician Charges (Readings)	100% Coverage	100% Coverage	Deductible, 70% Coverage ⁽²⁾
Facility Charges (Hospital)	100% Coverage	100% Coverage	Deductible, 70% Coverage ⁽²⁾
Independent Lab	100% Coverage	100% Coverage	Deductible, 70% Coverage ⁽²⁾
Pre-admission Testing	100% Coverage	100% Coverage	Deductible, 70% Coverage ⁽²⁾
Infertility Testing⁽¹⁾	100% Coverage	100% Coverage	Deductible, 70% Coverage ⁽²⁾
CT Scans, MRI	100% Coverage	100% Coverage	Deductible, 70% Coverage ⁽²⁾
Pet Scans⁽¹⁾	100% Coverage	100% Coverage	Deductible, 70% Coverage ⁽²⁾
Therapy Services			
Inpatient Therapy Limitations	No Limit. No Pre-cert Required.	60 visits combined per condition per lifetime (visit limits apply to Occupational, Physical and Speech Therapy only) - PRECERT REQUIRED	
Outpatient Therapy Limitations	60 visits combined per condition per lifetime (visit limits apply to Occupational, Physical and Speech Therapy only) - PRECERT REQUIRED 15 additional outpatient visits allowed above the 60 when utilizing EHMC for Therapy Services.		
Cardiac Rehabilitation	100% Coverage	100% Coverage	Deductible, 70% Coverage ⁽²⁾
Chemotherapy	100% Coverage	100% Coverage	Deductible, 70% Coverage ⁽²⁾
Dialysis	100% Coverage	100% Coverage	Deductible, 70% Coverage ⁽²⁾
Home Infusion Therapy⁽¹⁾	100% Coverage	100% Coverage	Deductible, 70% Coverage ⁽²⁾
Occupational, Physical or Speech Therapy⁽¹⁾			
Inpatient	100% Coverage	100% Coverage	100% Coverage
Outpatient	\$15 Copay per visit ⁽³⁾	\$30 Copay per visit	Deductible, 70% Coverage ⁽²⁾
Home/Office based	\$15 Copay per visit	\$30 Copay per visit	Deductible, 70% Coverage ⁽²⁾
Cognitive Therapy	100% Coverage	100% Coverage	Deductible, 70% Coverage ⁽²⁾
Pain Management Covered with medical necessity	100% Coverage	100% Coverage	Deductible, 70% Coverage ⁽²⁾
Other Covered Services			
Hospice⁽¹⁾ - 180 day limit per lifetime	100% Coverage	\$500 Copay per admit	Deductible, 70% Coverage ⁽²⁾
Home Health Care⁽¹⁾ 60 visit max per year (up to 4 hours = 1 visit)	100% Coverage	100% Coverage	Deductible, 70% Coverage ⁽²⁾

⁽¹⁾ **Pre-Authorization:** Certain services require Pre-Authorization. See Utilization Review Section for a complete Pre-Authorization list. Although providers may request Pre-Authorization on your behalf, please note that ultimately it is the member's responsibility to obtain Pre-Authorization prior to services being rendered, otherwise the services may be denied or a penalty of 50% up to \$500 per occurrence will be applied.

⁽²⁾ **Reimbursement to all providers is based on the "Plan's Allowable Charges".** Any Out-of-Network provider can balance bill the patient for any amounts in excess of the "Plan's Allowable Charges". This excess amount is considered a non-covered amount and does not accrue towards the Out-of-Pocket maximum.

⁽³⁾ **Emergency Admission** benefit from 1/1/06 through 7/31/06 for facility, ancillary and physician charges was payable at Out-of-Network benefit of Deductible, 70% Coverage. Effective 8/1/06, Emergency Admission benefit has been changed to Deductible, 90% Coverage for facility, ancillary and physician charges. Reimbursement will be considered based on billed charges or negotiated fee if applicable.

3 Tier RN/CM-Union Plan			
Other Covered Services	Inner Circle	In-Network	Out-of-Network
Private Duty Nursing⁽¹⁾ 60 visit/day max per year	Not Available	100% Coverage	Deductible, 70% Coverage ⁽²⁾
Durable Medical Equipment⁽¹⁾	Not Available	100% Coverage	Deductible, 70% Coverage ⁽²⁾
Diabetic Supplies - Includes insulin pump ⁽¹⁾	100% Coverage	100% Coverage	Deductible, 70% Coverage ⁽²⁾
Diabetic Counseling	\$15 copay per visit	\$30 copay per visit	Deductible, 70% Coverage ⁽²⁾
Ambulance Transportation⁽¹⁾	100% Coverage	100% Coverage	100% Coverage
Prosthesis	100% Coverage	100% Coverage	Deductible, 70% Coverage ⁽²⁾
Organ Transplant⁽¹⁾ Facility Physician	Not Available	\$500 Copay per admit 100% Coverage	Deductible, 70% Coverage ⁽²⁾ Deductible, 70% Coverage ⁽²⁾
Nutritional Counseling No limit as long as medically necessary	\$15 Copay per visit	\$30 Copay per visit	Deductible, 70% Coverage ⁽²⁾
Birth Center⁽¹⁾	100% Coverage	\$500 Copay per admit	Deductible, 70% Coverage ⁽²⁾
Mid-Wives	100% Coverage	100% Coverage	Deductible, 70% Coverage ⁽²⁾
Infertility Treatment⁽¹⁾	100% Coverage	100% Coverage	Deductible, 70% Coverage ⁽²⁾
Elective Abortion Limit of \$350 per calendar year	100% Coverage	100% Coverage	Deductible, 70% Coverage ⁽²⁾
Sterilization Facility Physician	100% Coverage 100% Coverage	\$500 Copay per procedure 100% Coverage	Deductible, 70% Coverage ⁽²⁾ Deductible, 70% Coverage ⁽²⁾
Wigs - After Chemo and Burns - One wig per lifetime max	100% Coverage	100% Coverage	Deductible, 70% Coverage ⁽²⁾
Gastric Bypass Facility Physician	100% Coverage 100% Coverage	\$500 Copay per procedure 100% Coverage	Deductible, 70% Coverage ⁽²⁾ Deductible, 70% Coverage ⁽²⁾
Mental Health Services			
Biologically based condition In-patient ⁽¹⁾ Out-patient Physician Office Facility	100% Coverage \$15 Copay per visit 100% Coverage	\$500 Copay per admit \$30 Copay per visit \$30 Copay per visit	Deductible, 70% Coverage ⁽²⁾ Deductible, 70% Coverage ⁽²⁾ Deductible, 70% Coverage ⁽²⁾
Non-biologically based condition In-patient ⁽¹⁾ Out-patient Physician Office Facility	100% Coverage \$15 Copay per visit 100% Coverage	\$500 Copay per admit \$30 Copay per visit \$30 Copay per visit	Deductible, 70% Coverage ⁽²⁾ Deductible, 70% Coverage ⁽²⁾ Deductible, 70% Coverage ⁽²⁾
Partial Hospital (PHP) - Rate of 2 to 1 ⁽³⁾	Not Available	\$500 Copay per admit	Deductible, 70% Coverage ⁽²⁾
Intensive Out-patient (IOP)	Not Available	\$30 Copay per visit	Deductible, 70% Coverage ⁽²⁾
Biofeedback	Not Available	\$30 Copay per visit	Deductible, 70% Coverage ⁽²⁾
Mental Health Providers	Covered	Covered	Covered
Substance Abuse Services			
Non Alcohol Substance Abuse In-patient Rehab ⁽¹⁾ In-patient Detox ⁽¹⁾ Outpatient Physician Office Facility	Not Available Not Available \$15 Copay per visit Not Available	\$500 Copay per admit \$500 Copay per admit \$30 Copay per visit \$30 Copay per visit	Deductible, 70% Coverage ⁽²⁾ Deductible, 70% Coverage ⁽²⁾ Deductible, 70% Coverage ⁽²⁾ Deductible, 70% Coverage ⁽²⁾
Alcohol Abuse In-patient Treatment ⁽¹⁾ Out-patient Treatment Physician Office Facility	Not Available \$15 Copay per visit Not Available	\$500 Copay per admit \$30 Copay per visit \$30 Copay per visit	Deductible, 70% Coverage ⁽²⁾ Deductible, 70% Coverage ⁽²⁾ Deductible, 70% Coverage ⁽²⁾
Partial Hospital (PHP) - Rate of 2 to 1 ⁽³⁾	Not Available	\$500 Copay per admit	Deductible, 70% Coverage ⁽²⁾
Intensive Out-patient (IOP)	Not Available	\$30 Copay per visit	Deductible, 70% Coverage ⁽²⁾
<p>⁽¹⁾ Pre-Authorization: Certain services require Pre-Authorization. See Utilization Review Section for a complete Pre-Authorization list. Although providers may request Pre-Authorization on your behalf, please note that ultimately it is the member's responsibility to obtain Pre-Authorization prior to services being rendered, otherwise the services may be denied or a penalty of 50% up to \$500 per occurrence will be applied.</p> <p>⁽²⁾ Reimbursement to all providers is based on the "Plan's Allowable Charges". Any Out-of-Network provider can balance bill the patient for any amounts in excess of the "Plan's Allowable Charges". This excess amount is considered a non-covered amount and does not accrue towards the Out-of-Pocket maximum.</p> <p>⁽³⁾ Emergency Admission benefit from 1/1/06 through 7/31/06 for facility, ancillary and physician charges was payable at Out-of-Network benefit of Deductible, 70% Coverage. Effective 8/1/06, Emergency Admission benefit has been changed to Deductible, 90% Coverage for facility, ancillary and physician charges. Reimbursement will be considered based on billed charges or negotiated fee if applicable.</p>			

3 Tier RN/CM Union Plan			
Vision	Inner Circle	In-Network	Out-of-Network
Routine Exam		Not Covered	
Optical Benefit (Hardware)		Not Covered	
Glasses after Cataract Surgery		Covered	
Dental			
General		Not Covered	
Oral Surgery	100% Coverage	100% Coverage	Deductible, 70% Coverage ⁽²⁾
Full Bony Impacted	100% Coverage	100% Coverage	Deductible, 70% Coverage ⁽²⁾
Pediatric Preventive Dental Care Benefit Covered through age 11 1 visit per year Includes exam, cleaning & fluoride	100% Coverage	100% Coverage	100% Coverage
TMJ (Temporomandibular Joint Syndrome) Surgical TMJ covered only when reviewed for medical necessity	100% Coverage	100% Coverage	Deductible, 70% Coverage ⁽²⁾
⁽¹⁾ Pre-Authorization: Certain services require Pre-Authorization. See Utilization Review Section for a complete Pre-Authorization list. Although providers may request Pre-Authorization on your behalf, please note that ultimately it is the member's responsibility to obtain Pre-Authorization prior to services being rendered, otherwise the services may be denied or a penalty of 50% up to \$500 per occurrence will be applied. ⁽²⁾ Reimbursement to all providers is based on the "Plan's Allowable Charges". Any Out-of-Network provider can balance bill the patient for any amounts in excess of the "Plan's Allowable Charges". This excess amount is considered a non-covered amount and does not accrue towards the Out-of-Pocket maximum. ⁽³⁾ Emergency Admission benefit from 1/1/06 through 7/31/06 for facility, ancillary and physician charges was payable at Out-of-Network benefit of Deductible, 70% Coverage. Effective 8/1/06, Emergency Admission benefit has been changed to Deductible, 90% Coverage for facility, ancillary and physician charges. Reimbursement will be considered based on billed charges or negotiated fee if applicable.			

3 Tier RN/CM Union Plan	
Prescription Drugs	
Prescription Coverage Through Express Scripts Prescription Drug Plan (800) 818-6634	Deductible: Single: \$75 Family: \$125 Copayments: Generic = 15% copay Brand with no generic equivalent = 25% copay Brand with generic equivalent = 35% copay Mail Order: 90 day supply can be obtained at the copays above. \$75 copay maximum applies per prescription obtained by mail order. Retail Refill Allowance: Mandatory Mail Order purchase required for maintenance medications as of the 4 th fill.
Exercise Facility Benefit	
Employee	\$100 for 6 months
Spouse	\$50 for 6 months
<ul style="list-style-type: none"> • Must submit receipt to UMR. • Must use gym 50 times in 6 month period in order to be eligible. • Requires proof from gym - printout or form signed by gym. 	

POS RN/CM UNION PLAN

Access Networks		
Tier 1: Network	EHMC Hospital and Participating providers UMR - UnitedHealthcare Choice Plus Network	
Tier 2: Out-of-Network	All others	
Plan Provisions	In-Network	Out-of-Network
Annual Deductible	None	\$500 Single / \$1,000 Family
How is Deductible Satisfied: One Person must meet single, then any combination can meet the remainder		
Coinsurance	None	70% Coverage / 30% Coinsurance
Out-of-Pocket Maximum - Includes annual deductible	None	\$2,000 Single / \$4,000 Family
How is Out-of-Pocket Satisfied: One Person must meet single, then any combination can meet the remainder		
Lifetime Maximum	Unlimited	
Pre-certification Penalty	Services may be denied or a penalty of 50% (up to \$500 per occurrence) will be applied for non compliance.	
Emergency Services		
Emergency Room		
Facility Charges	\$50 Copay; waived if admitted	\$50 Copay; waived if admitted
Ancillary Charges	100% Coverage	100% Coverage
Physician Charges	100% Coverage	100% Coverage
Emergency Admission		
Facility Charges	\$500 Copay per admit	Deductible, 70% Coverage ⁽²⁾
Ancillary Charges	100% Coverage	Deductible, 70% Coverage ⁽²⁾
Physician Charges	100% Coverage	Deductible, 70% Coverage ⁽²⁾
Diagnostic Services related to ER visit	100% Coverage	100% Coverage
Ambulance Services⁽¹⁾	100% Coverage	100% Coverage
Hospital Services		
Semi-private R&B⁽¹⁾	\$500 Copay per admit	Deductible, 70% Coverage ⁽²⁾
Same Day Surgery in Hospital⁽¹⁾	100% Coverage	Deductible, 70% Coverage ⁽²⁾
Extended Care/Skilled Nursing⁽¹⁾ Limit 30 days per calendar year	\$500 Copay per admit	Deductible, 70% Coverage ⁽²⁾
Free Standing Surgical Center⁽¹⁾	\$500 Copay per procedure or surgery, 90% Coverage	Deductible, 70% Coverage ⁽²⁾
Physician Services		
Surgeon, Assistant Surgeon, Anesthesia etc. ⁽¹⁾		
In-patient	100% Coverage	Deductible, 70% Coverage ⁽²⁾
Out-patient	100% Coverage	Deductible, 70% Coverage ⁽²⁾
Physicians Fees		
In-patient	100% Coverage	Deductible, 70% Coverage ⁽²⁾
Out-patient	100% Coverage	Deductible, 70% Coverage ⁽²⁾
Physician Assistant	100% Coverage	Deductible, 70% Coverage ⁽²⁾
Office visits - Illness/Injury	\$15 Copay per visit	Deductible, 70% Coverage ⁽²⁾
Office visit - Specialist	\$15 Copay per visit	Deductible, 70% Coverage ⁽²⁾
Office visit - Consultation	\$15 Copay per visit	Deductible, 70% Coverage ⁽²⁾
Allergy Injection	\$15 Copay per visit	Deductible, 70% Coverage ⁽²⁾
Allergy Test	\$15 Copay per visit	Deductible, 70% Coverage ⁽²⁾
Chiropractic Services	\$15 Copay per visit	Deductible, 50% Coverage ⁽²⁾ , \$500 Limit per calendar year
Podiatry Services	\$15 Copay per visit	Deductible, 70% Coverage ⁽²⁾
⁽¹⁾ Pre-Authorization: Certain services require Pre-Authorization. See Utilization Review Section for a complete Pre-Authorization list. Although providers may request Pre-Authorization on your behalf, please note that ultimately it is the member's responsibility to obtain Pre-Authorization prior to services being rendered, otherwise the services may be denied or a penalty of 50% up to \$500 per occurrence will be applied. ⁽²⁾ Reimbursement to all providers is based on the "Plan's Allowable Charges". Any Out-of-Network provider can balance bill the patient for any amounts in excess of the "Plan's Allowable Charges". This excess amount is considered a non-covered amount and does not accrue towards the Out-of-Pocket maximum. ⁽³⁾ Partial Hospital: The partial day Benefit is limited to 2 partial days equal 1 inpatient day. One (1) partial day is considered 4 hours or more.		

POS RN/CM Union Plan		
Wellness Services	In-Network	Out-of-Network
Well Baby, Routine Exams	100% Coverage	Deductible, 70% Coverage ⁽²⁾
Immunizations: Childhood and Adult (not covered for college students, out of country or sports related immunizations)	100% Coverage	Deductible, 70% Coverage ⁽²⁾
Adult Routine Exam	100% Coverage	Not Covered
Adult Wellness Exam	100% Coverage	Not Covered
Routine Gynecological Exam	100% Coverage	Not Covered
Maternity Care - covers mother & baby		
Facility Charges	100% Coverage	Deductible, 70% Coverage ⁽²⁾
Physician Charges	100% Coverage	Deductible, 70% Coverage ⁽²⁾
Pap Smear	100% Coverage	Deductible, 70% Coverage ⁽²⁾
Mammography		
Routine	100% Coverage	Deductible, 70% Coverage ⁽²⁾
Non Routine	100% Coverage	Deductible, 70% Coverage ⁽²⁾
Diagnostic Services (Laboratory & X-Ray)		
Laboratory Services		
Physician Charges (Readings)	100% Coverage	Deductible, 70% Coverage ⁽²⁾
Facility Charges (Hospital)		
Independent Lab		
Pre-admission Testing	100% Coverage	Deductible, 70% Coverage ⁽²⁾
Infertility Testing⁽¹⁾	100% Coverage	Deductible, 70% Coverage ⁽²⁾
CT Scans, MRI	100% Coverage	Deductible, 70% Coverage ⁽²⁾
Pet Scans⁽¹⁾	100% Coverage	Deductible, 70% Coverage ⁽²⁾
Therapy Services		
Inpatient Therapy Limitations	60 visits combined per condition per lifetime (visit limits apply to Occupational, Physical and Speech Therapy only) - PRECERT REQUIRED.	
Outpatient Therapy Limitations	60 visits combined per condition per lifetime (visit limits apply to Occupational, Physical and Speech Therapy only) - PRECERT REQUIRED. 15 additional outpatient visits are allowed above the 60 when utilizing EHMC for Therapy Services	
Cardiac Rehabilitation	100% Coverage	Deductible, 70% Coverage ⁽²⁾
Chemotherapy	100% Coverage	Deductible, 70% Coverage ⁽²⁾
Dialysis	100% Coverage	Deductible, 70% Coverage ⁽²⁾
Home Infusion Therapy⁽¹⁾	100% Coverage	Deductible, 70% Coverage ⁽²⁾
Occupational, Physical or Speech Therapy⁽¹⁾		
Inpatient	100% Coverage	Deductible, 70% Coverage ⁽²⁾
Outpatient	\$15 Copay per visit (copay waived at EHMC)	Deductible, 70% Coverage ⁽²⁾
Home/Office based	\$15 Copay per visit	Deductible, 70% Coverage ⁽²⁾
Cognitive Therapy	100% Coverage	Deductible, 70% Coverage ⁽²⁾
Pain Management - Covered with medical necessity	100% Coverage	Deductible, 70% Coverage ⁽²⁾
Other Covered Services		
Hospice⁽¹⁾ - 180 day limit per lifetime	100% Coverage	Deductible, 70% Coverage ⁽²⁾
Home Health Care⁽¹⁾ 60 visit max per year (up to 4 hours = 1 visit)	100% Coverage	Deductible, 70% Coverage ⁽²⁾
Private Duty Nursing - 60 visit/day max per year	100% Coverage	Deductible, 70% Coverage ⁽²⁾
Durable Medical Equipment⁽¹⁾	100% Coverage	Deductible, 70% Coverage ⁽²⁾
Diabetic Supplies - Includes insulin pump ⁽¹⁾	100% Coverage	Deductible, 70% Coverage ⁽²⁾
⁽¹⁾ Pre-Authorization: Certain services require Pre-Authorization. See Utilization Review Section for a complete Pre-Authorization list. Although providers may request Pre-Authorization on your behalf, please note that ultimately it is the member's responsibility to obtain Pre-Authorization prior to services being rendered, otherwise the services may be denied or a penalty of 50% up to \$500 per occurrence will be applied. ⁽²⁾ Reimbursement to all providers is based on the "Plan's Allowable Charges". Any Out-of-Network provider can balance bill the patient for any amounts in excess of the "Plan's Allowable Charges". This excess amount is considered a non-covered amount and does not accrue towards the Out-of-Pocket maximum. ⁽³⁾ Partial Hospital: The partial day Benefit is limited to 2 partial days equal 1 inpatient day. One (1) partial day is considered 4 hours or more.		

POS Non-Union Plan		
Other Covered Services	In-Network	Out-of-Network
Diabetic Counseling	\$15 Copay per visit	Deductible, 70% Coverage ⁽²⁾
Ambulance Transportation⁽¹⁾	100% Coverage	100% Coverage
Prosthesis	100% Coverage	Deductible, 70% Coverage ⁽²⁾
Organ Transplant ⁽¹⁾ Facility Physician	100% Coverage 100% Coverage	Deductible, 70% Coverage ⁽²⁾ Deductible, 70% Coverage ⁽²⁾
Nutritional Counseling No limit as long as medically necessary	\$15 Copay per visit	Deductible, 70% Coverage ⁽²⁾
Birth Center⁽¹⁾	\$500 Copay per admit	Deductible, 70% Coverage ⁽²⁾
Mid-Wives	100% Coverage	Deductible, 70% Coverage ⁽²⁾
Infertility Treatment⁽¹⁾	100% Coverage	Deductible, 70% Coverage ⁽²⁾
Elective Abortion - Limit of \$350 per calendar year	100% Coverage	Deductible, 70% Coverage ⁽²⁾
Sterilization Facility Physician	\$500 Copay per admit 100% Coverage	Deductible, 70% Coverage ⁽²⁾ Deductible, 70% Coverage ⁽²⁾
Wigs - After chemo and burns - one wig per lifetime max	100% Coverage	Deductible, 70% Coverage ⁽²⁾
Gastric Bypass Facility Physician	\$500 Copay per admit 100% Coverage	Deductible, 70% Coverage ⁽²⁾ Deductible, 70% Coverage ⁽²⁾
Mental Health Services		
Biologically based condition In-patient ⁽¹⁾ Out-patient Physician Office Facility	\$500 Copay per admit \$15 Copay per visit \$15 Copay per visit	Deductible, 70% Coverage ⁽²⁾ Deductible, 70% Coverage ⁽²⁾ Deductible, 70% Coverage ⁽²⁾
Non-biologically based condition In-patient ⁽¹⁾ Out-patient Physician Office Facility	\$500 Copay per admit \$15 copay per visit \$15 copay per visit	Deductible, 70% Coverage ⁽²⁾ Deductible, 70% Coverage ⁽²⁾ Deductible, 70% Coverage ⁽²⁾
Partial Hospital (PHP) - Rate of 2 to 1 ⁽³⁾	\$500 Copay per admit	Deductible, 70% Coverage ⁽²⁾
Intensive Out-patient (IOP)	\$15 copay per visit	Deductible, 70% Coverage ⁽²⁾
Biofeedback	\$15 copay per visit	Deductible, 70% Coverage ⁽²⁾
Mental Health Providers - MD, PHD, LCSW	Covered	Covered
Substance Abuse Services		
Non Alcohol Substance Abuse In-patient Rehab ⁽¹⁾ In-patient Detox ⁽¹⁾ Outpatient Physician Office Facility	\$500 Copay per admit \$500 Copay per admit \$15 Copay per visit \$15 Copay per visit	Deductible, 70% Coverage ⁽²⁾ Deductible, 70% Coverage ⁽²⁾ Deductible, 70% Coverage ⁽²⁾ Deductible, 70% Coverage ⁽²⁾
Alcohol Abuse In-patient Treatment ⁽¹⁾ Out-patient Treatment Physician Office Facility	\$500 Copay per admit \$15 Copay per visit \$15 Copay per visit	Deductible, 70% Coverage ⁽²⁾ Deductible, 70% Coverage ⁽²⁾ Deductible, 70% Coverage ⁽²⁾
Partial Hospital (PHP) - Rate of 2 to 1 ⁽³⁾	\$500 Copay per admit	Deductible, 70% Coverage ⁽²⁾
Intensive Out-patient (IOP)	\$15 Copay per visit	Deductible, 70% Coverage ⁽²⁾
⁽¹⁾ Pre-Authorization: Certain services require Pre-Authorization. See Utilization Review Section for a complete Pre-Authorization list. Although providers may request Pre-Authorization on your behalf, please note that ultimately it is the member's responsibility to obtain Pre-Authorization prior to services being rendered, otherwise the services may be denied or a penalty of 50% up to \$500 per occurrence will be applied. ⁽²⁾ Reimbursement to all providers is based on the "Plan's Allowable Charges". Any Out-of-Network provider can balance bill the patient for any amounts in excess of the "Plan's Allowable Charges". This excess amount is considered a non-covered amount and does not accrue towards the Out-of-Pocket maximum. ⁽³⁾ Partial Hospital: The partial day Benefit is limited to 2 partial days equal 1 inpatient day. One (1) partial day is considered 4 hours or more.		

POS RN/CM-Union Plan		
Vision		
Routine Exam	Not Covered	
Optical Benefit (Hardware)	Not Covered	
Glasses after Cataract Surgery	Covered	
Dental		
General	Not Covered	
Oral Surgery	100% Coverage	Deductible, 70% Coverage ⁽²⁾
Full Bony Impacted	100% Coverage	Deductible, 70% Coverage ⁽²⁾
Pediatric Preventive Dental Care Benefit Covered through age 11 1 visit per year Includes exam, cleaning & fluoride	100% Coverage	100% Coverage
TMJ (Temporomandibular Joint Syndrome) Surgical TMJ covered only when reviewed for medical necessity	100% Coverage	Deductible, 70% Coverage ⁽²⁾
⁽¹⁾ Pre-Authorization: Certain services require Pre-Authorization. See Utilization Review Section for a complete Pre-Authorization list. Although providers may request Pre-Authorization on your behalf, please note that ultimately it is the member's responsibility to obtain Pre-Authorization prior to services being rendered, otherwise the services may be denied or a penalty of 50% up to \$500 per occurrence will be applied. ⁽²⁾ Reimbursement to all providers is based on the "Plan's Allowable Charges". Any Out-of-Network provider can balance bill the patient for any amounts in excess of the "Plan's Allowable Charges". This excess amount is considered a non-covered amount and does not accrue towards the Out-of-Pocket maximum. ⁽³⁾ Partial Hospital: The partial day Benefit is limited to 2 partial days equal 1 inpatient day. One (1) partial day is considered 4 hours or more.		

POS Non-Union Plan	
Prescription Drugs	
Prescription Coverage Through Express Scripts Prescription Drug Plan (800) 818-6634	<p>Copayments: Generic = \$10 Copay Brand with no generic equivalent = \$20 Copay Brand with generic equivalent = \$35 Copay</p> <p>Mail order: (90 day supply) Twice the retail copay (\$20/\$40/\$70)</p> <p>Retail Refill Allowance: Mandatory Mail Order required for maintenance medications as of the 4th fill.</p>
Exercise Facility Benefit	
Employee	\$100 for 6 months
Spouse	\$50 for 6 months
<ul style="list-style-type: none"> • Must submit receipt to UMR. • Must use gym 50 times in 6 month period in order to be eligible. • Requires proof from gym - printout or form signed by gym. 	

Englewood Hospital & Medical Center

Dental

Carrier: Delta Dental Plan of New Jersey, Inc.

BENEFIT	PPO (PREFERRED) PLAN	PREMIER PLAN
PREVENTIVE		
Examples: Cleaning, x-rays & office visits 2x annually	100%	80%*
BASIC		
Examples: Filings, root canals, extractions, etc.	80% *	50% *
MAJOR		
Examples: Crowns, dentures, etc.	50% *	50% *
ORTHODONTIC		
Orthodontic	50% *	Not Covered
Orthodontic Maximum	\$1,500	N/A
Annual Deductible	\$50/\$100	\$25/\$50
annual Per Person Maximum	\$1,500 [\$2,000 as of 1/1/19]	\$1,000 [\$1,500 as of 1/1/19]

* Subject to Annual Deductible

CHOICE OF DENTIST : The employee may choose any fully licensed dentist to render the necessary services. Participating dentists will be paid directly by the Plan to the extent that services are covered by the dental contract. Non-Participating dentists will bill the employee directly and the Plan will then make payment directly to the employees. Maximum benefit may be derived by utilizing the services of a participating dentist.

Englewood Hospital & Medical Center

Vision

Carrier: Spectera

BENEFIT	IN-NETWORK	OUT-OF-NETWORK
EYE EXAM	Plan Pays 100% after \$15 co-pay	Plan pays up to \$40
FRAMES	Plan Pays 100% after \$15 co-pay (up to plan allowance)	Plan pays up to \$45
LENSES - per pair		
Single Vision	Plan Pays 100%	Plan pays up to \$40
Bifocal	Plan Pays 100%	Plan pays up to \$60
Trifocal	Plan Pays 100%	Plan pays up to \$80
Lenticular	Plan Pays 100%	Plan pays up to \$80
CONTACTS - per pair in lieu of frames		
Necessary	Plan Pays 100% after \$15 co-pay	Plan pays up to \$210
Cosmetic	Plan pays up to \$105	Plan pays up to \$105

*The plan covers a choice of over 100 frames in full when selected from Spectera's frame display. All others can be purchased at the wholesale price. The plan then provides a \$45 wholesale allowance.

SCHEDULE G - TEN HOUR SHIFTS

1. The Medical Center will offer ten (10) hour shifts and traditional eight (8) hour shifts to those units expressing interest as approved by the Medical Center. The Medical Center will also offer appropriate defined staggered shifts to meet patient activity levels. Part Time I employees will regularly work five (5) ten-hour shifts in a pay period.
2. To determine interest, employees on a unit will complete the "flex-time questionnaire". At that time, each employee must choose to remain on the eight (8) hour shift or convert to a ten (10) hour shift. Unless the employee has rescinded such choice, in writing, prior to the implementation of flex time, such decision shall be binding on the employee once the plan has begun. The Medical Center will determine the implementation date and advise employees.
3. Staffing positions will be maintained as in the past based on approved budget. Recruitment to fill the flex schedule profile positions will be first offered to current bargaining unit employees as provided in Section 5.09, Transfer and Promotion, prior to recruitment from the outside.
4. All employees on the unit will be expected to participate in the ten (10) hour or eight (8) hour work schedule. Scheduling will be done by the Medical Center.
5. The Medical Center will conduct an orientation on the unit as to the significance of the ten (10) hour and eight (8) hour work schedule. A copy of this schedule will be distributed to each staff member prior to the initiation of this program.
6. Staff working the ten (10) hour work schedule will receive their regular compensation rate of pay for all hours worked up to forty (40) hours in a work week. Staff will receive premium compensation rate of pay pursuant to Section 7.02.
7. Staff working the ten (10) hour shift will receive meals and breaks in accordance with the current contract provision.

As per 6.01, effective September 20, 2009, the change to extend the work day will be implemented by adding fifteen (15) minutes to the beginning of each shift and fifteen (15) minutes to the end of each shift.
8. Charge differential and shift differential will be paid in accordance with the current contract provisions.
9. All vacation, holiday and sick leave pay shall be at the employee's regular compensation rate of pay.
10. Employees will be paid premium rate of pay for all holiday time worked as per contract.

11. All vacation, holiday and sick leave pay shall be converted to hours and used in units of an eight (8) hour day or a ten (10) hour day.

Since employees may have utilized some of their benefit time prior to implementation of flex time, each employee will be adjusted individually to determine whatever benefit time balances they have left.

12. An employee may opt to take vacation time at the rate of (4) days at ten (10) hours per day or five (5) days at eight (8) hours per day.
13. The Medical Center and the Union will meet during the month prior to the implementation of the flex time on a new unit.
14. Conference Day: Continuing education time will be calculated hourly to a maximum of eight (8) hours. An employee assigned to a ten (10) hour work day and who attends an eight (8) hour continuing education program will be allowed to work an additional two (2) hours during that work week.
15. Employees participating in the ten (10) hour work schedule will be under the full terms of the contract between the HPAAE and the Medical Center with the only difference being the clarifications that have been outlined in the paragraphs above and below. Employees working the traditional eight (8) hour schedule will be under the full terms of the contract.
16. This program can be terminated during the six month trial period should there be a sudden loss of staff and adequate coverage cannot be provided. Such decision can be made only at the discretion of the Medical Center. This clause shall not be subject to the grievance and arbitration provisions of the existing contract.
17. Following the six (6) month trial period either the Union or the Medical Center may terminate the program by giving thirty (30) days written notice of their intent to terminate.

Employees will be returned to their eight (8) hour shift on the termination effective date.

Within thirty (30) days of the conclusion of the six (6) month trial period the Medical Center and the Union shall execute a new agreement for the flex time continuation.

SCHEDULE H - TWELVE HOUR SHIFTS

1. Medical Center will offer twelve (12) hour shifts and traditional eight (8) hour shifts to those units expressing interest as approved by the Medical Center. The twelve (12) hour shifts will be defined as (a) 6:45 a.m. to 7:15 p.m. to be classified as the "A" shift, and (b) 6:45 p.m. to 7:15 a.m. to be classified as the "C" shift. The Medical Center will also offer appropriate defined staggered shifts to meet patient activity levels.

As per 6.01, effective September 20, 2009, the change to extend the work day will be implemented by adding fifteen (15) minutes to the beginning of each shift and fifteen (15) minutes to the end of each shift.

2. To determine interest, employees on a unit will complete the "flex-time questionnaire". At that time, each employee must choose to remain on the eight (8) hour shift or convert to a twelve (12) hour shift. Unless the employee has rescinded such choice, in writing, prior to the implementation of flex time, such decision shall be binding on the employee once the plan has begun. The Medical Center will determine the implementation date and advise employees.

3. Staffing positions will be maintained as in the past based on approved budget. Recruitment to fill the flex schedule profile positions will be first offered to current bargaining unit employees as provided in Section 5.09, Transfer and Promotion, prior to recruitment from the outside.

4. All employees on the unit will be expected to participate in the twelve (12) hour or eight (8) hour work schedule. Scheduling will be done by the Medical Center.

5. The Medical Center will conduct an orientation on the unit as to the significance of the twelve (12) hour and eight (8) hour work schedule. A copy of this Memorandum of Agreement will be distributed to each staff member prior to the initiation of this program.

6. Staff working the twelve (12) hour work schedule will receive their regular compensation rate of pay for all hours worked up to forty (40) hours in a work week. Employees who work three (3) twelve (12) hour shifts will be paid for the scheduled thirty-six (36) hours. Staff will receive premium compensation rate of pay pursuant to Section 7.02.

7. Effective September 20, 2009, staff working the twelve (12) hour shift will receive a thirty (30) minute unpaid meal period and three (3) paid fifteen (15) minute rest periods during the shift.

8. Charge differential and shift differential will be paid in accordance with the current contract provisions.

9. A Full Time employee will be scheduled to work thirteen (13) twelve (12) hour shifts per four (4) week period, if in a flex time position.

10. PT-1 employee will be scheduled to work two (2) twelve (12) hour shifts per week, if in a flex time position.
11. A PT-2 employee will be scheduled to work two (2) full twelve (12) hour shifts, two (2) out of four (4) weekends, if in a flex time position.
12. All vacation, holiday and sick leave pay shall be at the employee's regular compensation rate of pay.
13. Employees will be paid premium rate of pay for all holiday time worked as per contract. Employees will be paid regular compensation rate of pay for compensatory holiday time off to a maximum of sixty (60) hours for a Full Time employee and thirty-six (36) hours for a Part Time employee.
14. All vacation, holiday and sick leave pay shall be converted to hours on the following basis.

Full Time employees shall receive the following:

HOLIDAYS: Five (5) days off of twelve (12) hours per day

VACATION ACCRUAL RATE: 18 - 28 days = 156 - 236 hours total*

SICK TIME: Eight (8) days of twelve (12) hours per day

Part Time #1 employees shall receive the following:

HOLIDAYS: Three (3) days off of twelve (12) hours per day

VACATION ACCRUAL RATE: 11.4 –17.4 days = 93.6 –141.6 hours total*

SICK TIME: As per contract section 8.08 Sick Leave – (4.8 hours per month; 60%)

*Vacation accrual rate includes 4 hours for Full Time (2.4 hours for PT#1) of converted holiday time.

Since employees may have utilized some of their benefit time prior to implementation of flex time, each employee will be adjusted individually to determine whatever benefit time balances they have left.

A. **Holiday Schedule: Full Time**

#1 New Year's Day

#2 President's Birthday and Martin Luther King's Birthday

#3 Memorial Day and Independence Day

#4 Labor Day

#5 Thanksgiving Day and Christmas/Hanukkah

B. **Holiday Schedule: PT-1**

#1 New Year's Day, President's Birthday and Martin Luther King's Birthday

#2 Memorial Day and Independence Day

#3 Labor Day, Thanksgiving Day, Christmas/Hanukkah

15. The Medical Center and the Union will meet during the month prior to the implementation of the flex time on a new unit.

16. Weekends Defined (6.05)

6:45 a.m. to 7:15 p.m. = "A" shift

On = Saturday or Sunday

6:45 a.m.-7:15 p.m. 6:45 a.m.-7:15 p.m.

Off = Saturday and Sunday

6:45 a.m.....7:15 p.m.

6:45 p.m. to 7:15 a.m. = "C" shift

On = Friday or Saturday or Saturday or Sunday

6:45pm-7:15am 6:45pm -7:15am 6:45pm-7:15am 6:45pm-7:15am

Off - Friday and Saturday or Saturday and Sunday

6:45pm.....7:15am (Sun)

6:45pm.....7:15am (Mon)

A weekend for purposes of defining a weekend worked is defined as: Saturday or Sunday for day and evening staff; Friday or Saturday for night staff on units which have designated Friday and Saturday as their weekend off; and Saturday or Sunday for night staff on units which have designated Saturday and Sunday as their weekend off.

17. Conference Day: Continuing education time will be calculated hourly to a maximum of eight (8) hours. An employee assigned to a twelve (12) hour work day and who attends an eight (8) hour continuing education program will be allowed to work an additional four (4) hours during that work week.

18. Employees participating in the twelve (12) hour work schedule will be under the full terms of the contract between the HPAE and the Medical Center with the only difference being the clarifications that have been outlined in the paragraphs above and below. Employees working the traditional eight (8) hour schedule will be under the full terms of the contract.

For employees working in newly approved flex time units excluding M/SICU:

19. This program can be terminated during the trial period should there be a sudden loss of staff and adequate coverage cannot be provided. Such decision can be made only at the discretion of the Medical Center. This clause shall not be subject to the grievance and arbitration provisions of the existing contract.

20. Following the six (6) month trial period either the Union or the Medical Center may terminate the program by giving thirty (30) days written notice of their intent to terminate.

Employees will be returned to their eight (8) hour shift on the termination effective date.

Within thirty (30) days of the conclusion of the six (6) month trial period the Medical Center and the Union shall execute a new agreement for the flex time continuation.

SCHEDULE I - WEEKEND FLEX SHIFT

1. A "weekend flex shift" employee will be regularly scheduled to work:
 - a. Two 12 hour shifts between Friday 2:45 p.m. and Monday 7:15 a.m. or
 - b. Three 8 hour shifts between Friday 6:45 a.m. and Monday 7:15 a.m.

As per 6.01, effective September 20, 2009, the change to extend the work day will be implemented by adding fifteen (15) minutes to the beginning of each shift and fifteen (15) minutes to the end of each shift.

2. Weekend flex shift employees working 12 hour shifts will be required to work every weekend with two scheduled weekend shifts off every three months. Weekend flex shift employees working 8 hour shifts will be required to work every weekend with three scheduled weekend shifts off every three months. Unused time-off may be accrued for use within a calendar year.
3. Weekend flex shift employees working 12 hour shifts who request and are scheduled by the Medical Center to work a partial weekend consisting of one 12 hour shift shall be paid the Weekend Flex rate on a pro-rated basis. Thus, if the employee requests and receives advance approval to work one twelve-hour shift between Friday 2:45 p.m. and Monday 7:15 a.m., and works that shift she/he would be paid for 18 hours. Weekend flex shift employees working 8 hour shifts who request and are scheduled by the Medical Center to work a partial weekend consisting of one or two 8 hour shifts and works that shift or shifts shall be paid the Weekend Flex rate on a pro-rated basis. Weekend Flex employees are entitled to calling out sick for their shift with pay, at the Weekend Flex rate, two times per calendar year and if they work a partial weekend will be paid the Weekend Flex rate on a pro-rated basis (such shift shall be deducted from those provided for in paragraph 2 above). Thus, if the employee requests and receives advance approval to work one or two 8 hour shift(s) between Friday 6:45 a.m. and Monday 7:15 a.m., she/he would be paid 12 or 24 hours, respectively. Such sick time shall not be banked and/or rolled over from one year to another, notwithstanding any other provision of this contract to the contrary. A Weekend Flex employee who arrives late for their shift by one hour or less shall be paid time and one-half for all hours worked that weekend.

A Weekend Flex employee working a partial weekend due to bereavement will receive their regular rate of pay for that day(s). Bereavement shall be as defined in 8.10.

4. Such employee will receive thirty-six hours of pay for the twenty-four hours of work.
5. A weekend flex shift employee will not receive vacation, holiday, holiday compensatory days or sick time (including New Jersey Earned Sick Leave), except as referenced in paragraph 3 above, but will receive the other benefits provided for in this agreement, such as differentials and holiday pay. When Christmas and New Years fall on weekends, Weekend Flex employees may request one of the holidays off without pay as one of their scheduled weekends off.
6. Such employee will have their choice of one of the two following benefits: Tuition Assistance as per article 11.09 or Health Insurance and Dental Insurance coverage as per article 10.01. In addition, such employee will be eligible for Group Life Insurance as per article 10.04. The employee will be considered to be a Full Time employee for the purpose of these benefits.
7. The weekend flex employee is not eligible for the weekend premium as per article 6.05.

8. The rate of pay for such employee will be determined as per article 21 and Schedule B and C.

SCHEDULE J-1 – CORE STAFFING
Effective September 1, 2025

UNIT		Maximum Patients Per RN		
		A	B	C
MEDICAL SURGICAL –8D**		1:5		1: 5
VASCULAR STEPDOWN		1:4		1:4
CARDIAC 7D**	STEP DOWN	1:4		1:4
	TELEMETRY	1:5		1:5
CARDIOPULMONARY – Dean 6**		1: 5		1: 5
PULMONARY STEPDOWN		1:4		1:4
MEDICAL/SURGICAL– 3 Cohen**		1:5		1:5
NEURO/VASCULAR ONCOLOGY – 4D**		1:5		1:5
INFUSION		20-29 patients 3-4 RNS 30-39 patients 4 RN's 40-49 patients 5 RN's 50-59 patients 6 RN's 60-69 patients 7 RN's 70-79 patients 8 RN's 80-89 patients 9 RN's 90+ patients 10 RN's		
4 EAST**		1:5	1:6	1:6
PEDIATRICS +		1:5		1:5
MOTHER/BABY**		1:3 Couplets 1:6 Mothers		1:3 Couplets 1:6 Mothers
NURSERY		1:6 (Babies)		1:6 (Babies)
SAME DAY SURGERY		1:5	1:5	
2 Kaplen**		1:5		1:5

+ Adjusted based on Med-Surg admissions

**RN/CM 1:3 for charge assignment

UNIT		
	A	C

ICU	1:2	1:2
NICU	1:2	1:2
Intermediate	1:3	1:3
Growers/feeders	1:4	1:4

LABOR & DELIVERY	SHIFT		WEEKDAY	WEEKEND
	6:45a-7:15p		8	6
	6:45p-7:15a		8	6
HEMO/APHERESIS Acute Only	A 1:2 Critical Care 1:1	7:45a-6:15p ON CALL per 11.08		
Berrie Pre/Post	Number of scheduled patients per day based on ASPAN standards			
Charge RN as per past practice.	PHASE I	PHASE II	PHASE III	
	1:2	1:3	1:3/5	
	Pain – Pre-Post (1) RN when needed for scheduled cases Pediatric pre-post (1) RN when scheduled cases			
Berrie OR Charge RN as per past practice.	1 RN/Room Scheduled 1 RN for Break /Turnover Coverage			
OR	SHIFT	RNS		
	Charge RN as per past practice. 1 RN/Room Scheduled 1 RN for Break /Turnover Coverage 1 RN 10:45p-7:15a (Mon-Fri)		SATURDAY 1RN 6:45a-3:15p or 1 RN 6:45a-7:15p and 1 RN 10:45a-11:15p	SUNDAY 1 RN 6:45a-3:15p ON CALL per 11.08 OR 1 RN 6:45a-7:15p ON CALL per 11.08
Cardiac OR	Staggered Starts			
	6:15a-6:45p	1		
	5:45a-6:15p	1		

PACU	Charge RN as per past practice. 1 RN in Holding area 7:30A to 5P Number of scheduled patients per day based on ASPAN standards PHASE I -- 1:2 Adjusted based on ECT and pediatrics.			
PAT	2-3-7A-5P (2) Staggered			

	SHIFT	RNS	WOUND CARE	RNS	
ENDO 25-30 patients 31-35 patients 36-40 patients	MON-FRI. staggered starts	8 9 10	8A-4P 8:30A-4:30P	1 1	

EMERGENCY ROOM	SHIFTS	RNS		MONDAY-FRIDAY
	7A 11A 7P 11P	8 11 11 7	RADIOLOGY	5 RN's Staggered starts
			RADIATION/ ONCOLOGY	7A-3:30P = 1
			STRESS	7A-3P = 2 8A-4P = 1
			CARDIAC CATH	12 RN's (staggered starts) ON CALL per 11.08
			Cardiac Rehab	M-W-F 1:5 Monitored Patients:

Targeted Scheduled Float Pool Resources

Float pool positions are supplemental to meet staffing requirements outlined in J-1 above.

The targeted scheduled float pool resources shall not be subject to the grievance and arbitration provision set forth in Section 3.05 of this Agreement.

	SHIFT				
MCH FLOAT	A	B	C	MEDICAL/SURGICAL FLOAT	A B C
7 days/week	1	1	1	Monday – Friday	2 3 1
				Saturday – Sunday	2 2 3
ICU FLOAT	A		C	PROCEDURAL AREA FLOAT	A B
	2		2		1 1
	(7 days)		(7 days)		

SCHEDULE K – TARGETED DIRECT HOURS PER PATIENT DAY

UNIT	
4 EAST	5.7
4 DEAN	5
6 DEAN	5.5
7 DEAN	5.5
8 DEAN	5
2 Kaplen	5
CTICU	18
ED	2.43
ENDOSCOPY	2.64
HEMO	2.4
INFUSION CENTER	1.31
L & D	15.96
MOTHER/BABY	4.8
MSICU	12
NICU	11.5
OR	6.18
PACU	2.62
PAT	0.87
PEDIATRICS	5.5
PRE POST	1.82
BERRIE OR	5
2 WEST	1.8

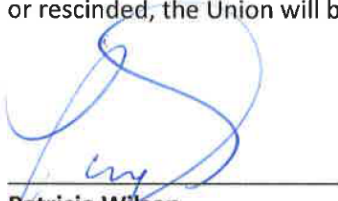
SCHEDULE L – MINIMUM* SCHEDULING VACATION GUIDELINES

<u>Unit</u>	<u>Days</u>	<u>Nights</u>
2Kaplen	1.0	1.0
8D	1.0	1.0
3C	1.0	1.0
7D	1.8	1.4
6D	1.8	1.6
4D	1.7	1.4
MSICU	1.5	1.5
CTICU	1.3	1.1
L&D	2.0	1.4
NICU	1.4	1.0
M/B	2.2	1.8
4E*	1.0	1.0
Pediatrics	1.0	1.0
Endoscopy	1.5	
Hemodialysis	1.0	
Main OR	2.2	1.0
Main PACU	2.0	1.0
Infusion	1.5	
Emergency Department	3.0	1.3
XRAY	1.0	
Cardiac Cath	1.7	
Radiation Therapy	1.0	
Wound Care	1.0	
Cardiac Rehab	1.0	
Berrie OR	1.5	
Pre/Post	1.5	
Same Day Surgery	1.0	1.0
PAT	1.0	
CC FLT	1.0	1.0
MCH FLT	1.0	1.0
M/S FLT	1.0	1.0
Pain	1.0	

*As revised every six (6) months as per section 8.07.

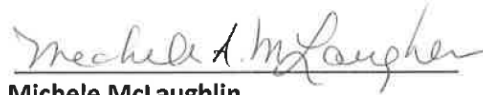
Letter of Understanding

The parties recognize that the issues raised by the Union in the 2015 negotiations for a renewal of the CBA regarding the opening of a Unit, Re-opening of a Unit and the introduction of new Patient Populations will be addressed in the Medical Center's Department of Nursing Generic Structure Standards, Element VII as presented in the draft presented at the bargaining table. In the event that such a document, specifically page 6, section 7b through page 8, section 7f, is to be amended, changed or rescinded, the Union will be provided advanced notice.



Patricia Wilson
Senior V.P. Human Resources & CHRO

5/15/15
Date



Michele McLaughlin
HPAE Local 5004

5/15/15
Date

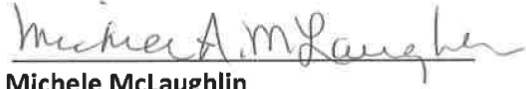
Letter of Understanding

The parties agree that should issues arise with an individual employee related to or regarding time management and/or patient satisfaction, the initial encounter with the employee should be non-disciplinary in nature and focus on education and remediation. However, in the event the Medical Center determines that the misconduct has risen to the level of a policy and/or standard violation appropriate disciplinary action may be taken.



Patricia Wilson

Senior V.P. Human Resources & CHRO



Michele McLaughlin

HPAE Local 5004



Date



Date

Memorandum of Agreement

The parties recognize that some patient care units are identified in the body of this agreement by their current physical location within the Medical Center. It is agreed that the contractual provisions remain with such units based on staff and patient populations regardless of future changes in such physical locations.

Michael A. McLaughlin
HPAE

5/15/15
Date

[Signature]
EHMC

5/15/15
Date

Letter of Understanding

The parties agree to implement a system of monitoring the approval, denial and non-attendance at CE programs in an effort to assure that all employees are able to maximize participation in such programs. Monitoring will begin no later than September 1, 2015 and will be reviewed at least quarterly in JNPC.

Michael A. M. Lang, MD
HPAE

[Signature]
EHMC


5/15/15
Date

5/15/15
Date

Letter of Understanding

Staggered Shifts

The Employer agrees that RN's hired prior to the ratification date whose positions had not been posted with staggered shifts shall not be subject to staggered shifts.



Patricia Wilson
Senior V.P. Human Resources & CHRO

4/21/15
Date

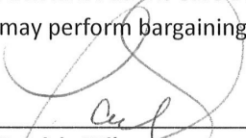


Michele McLaughlin
HPAE Local 5004

4/21/15
Date

Letter of Understanding

Assistant Patient Care Directors may be assigned to each nursing unit. Assistant Patient Care Directors may perform bargaining unit work consistent with past practice.



Patricia Wilson
Senior V.P. Human Resources & CHRO

4/21/15

Date



Michele McLaughlin
HPAE Local 5004

4/21/15

Date

Letter of Understanding

As the Union has notified the Employer of the bargaining unit's desire to participate on an employee paid basis in the HPAE Retiree Medical Trust (The "Retiree Medical Trust"), the Employer will continue to withhold the amount specified by the Union from each Employee's hourly pay and transmit such funds to the Retiree Medical Trust. Transmittal of such funds shall be made on or before the 10th of the month following the month in which such withholding is made, and the tax treatment of the amounts withheld shall be in accordance with applicable law as provided in a private letter ruling issued by the Internal Revenue Service to the Union or the Retiree Medical Trust.

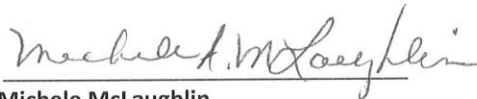
It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Side Letter and the Union shall indemnify and save the Employer harmless against any and all claims, demands, suits and other forms of liability that might arise out of or by reason of any action, claim demand, suit by any person which may involve or be in whole or in part based upon collection or deduction of any money by the Employer submitted to the Retiree Medical Trust in accordance with the terms of this Side Letter or which may involve or be in whole or in part based upon the use of any monies by the Union or the Retiree Medical Trust which may have been collected or deducted by the Employer and remitted to the Retiree Medical Trust pursuant to this Side Letter. Once funds are remitted to the Trust, the disposition thereafter shall be the sole and exclusive obligation and responsibility of the Trust. So long as the Employer makes payment of the contributions directed by the Union in the amount specified, the Employer shall have no additional liability or responsibility to any of the Union, the Retiree Medical Trust, or the employee for whom deductions are made.



Patricia Wilson
Senior V.P. Human Resources & CHRO

4/21/15

Date



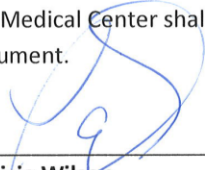
Michele McLaughlin
HPAE Local 5004

4/21/15

Date

Letter of Understanding

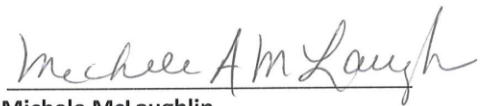
The Medical Center shall provide notice to the Union regarding any change to the pension Plan Document.



Patricia Wilson
Senior V.P. Human Resources & CHRO



Date



Michele McLaughlin
HPAE Local 5004



Date

LETTER OF UNDERSTANDING

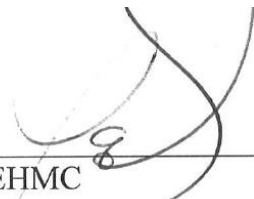
PALS/ACLS CERTIFICATION

The Medical Center will permit regular full time, regular part time and weekend-flex pediatric and MCH float bargaining unit staff the opportunity to attend, either on non-work time, or as a non-mandatory CE day on their regularly scheduled shift, the PALS certification course offered by the Medical Center. The scheduling to attend PALS as a non-mandatory CE day shall be at management's discretion as per Section 3.03(C) of the CBA. The PALS certification course will be offered by the Medical Center, at its training center, at no cost to the employee. As PALS is not a mandatory certification course, other than those approved to take the course as non-mandatory CE, such time spent by pediatric and MCH float employees in the PALS certification course will not be considered time worked and shall not be compensated.

The Medical Center will permit regular full time, regular part time and weekend-flex bargaining unit staff assigned to med/surg units that currently have patients on remote telemetry, the opportunity to attend, either on non-work time, or as a non-mandatory CE day on their regularly scheduled shift, the pre-ACLS Arrhythmia course and the ACLS certification course offered by the Medical Center. The scheduling to attend these courses as a non-mandatory CE day shall be at management's discretion as per Section 3.03(C) of the CBA. The courses will be offered by the Medical Center, at its training center, at no cost to the employee. As the pre-ACLS Arrhythmia course and ACLS are not mandatory certification courses, other than those approved to take the courses as non-mandatory CE, such time will not be considered time worked and shall not be compensated. For employees who wish to attend ACLS on non-work time, the employee will be required to submit payment for the course at the time of registration. Such payment shall be refunded once the employee has successfully completed the course or fails to attend due to a bona-fide illness or other emergent circumstance.



HPAE



EHMC

6/6/19

Date

5/6/19

Date

LETTER OF UNDERSTANDING

FLU VACCINE AND MASKING POLICY

HPAE and EHMC urge all healthcare workers to get an annual influenza vaccination, unless doing so is medically contraindicated or would violate religious or cultural preferences.

The parties agree to meet at JNPC to discuss modifications to the existing Flu Vaccine and Masking Policy. They will refer to the Centers for Disease Control Guidelines when reviewing the policy.

HPAE

EHMC

Date

Date

Memorandum of Agreement

Regarding Creation of Procedural Area Float Pool

The Hospital agrees to create a Procedural Area Float Pool to cover the following areas: Endoscopy, Cardiac Cath Lab, Stress/IR, Berrie Pre/Post, Operating Rooms and PACUs, SDS and PAT. Nurses assigned to the Procedural Area Float Pool shall be assigned patients for whom they have current core clinical competencies as defined by the Medical Center.

HPAE

DATE

EHMC

DATE

Letter of Understanding

JNPC

Pursuant to Section 3.06 of the contract, the parties agree to mutually designate a facilitator to attend one (1) meeting of the Joint Nursing Practice Council prior to December 31, 2021, to aid, promote and enhance the functioning of JNPC. The cost of the facilitator will be equally shared.

HPAE

EHMC

DATE

DATE

Letter of Understanding

At the start of any pandemic, Englewood Hospital and Medical Center shall provide HPAE Local 5004 with relevant information within a reasonable timeframe. HPAE Local 5004 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, EHMC leadership may designate a point of contact for the Union. Similarly, at the start of the pandemic, HPAE Local 5004 will designate a point of contact who will serve as the conduit of all relevant information. Any concerns that HPAE Local 5004 may have will be presented by this representative to EHMC's designee. EHMC's designee will meet with HPAE Local 5004's point of contact within a reasonable timeframe. The parties will agree on the appropriate format for the exchange of information at the outset of the pandemic.

HPAE

EHMC

DATE

DATE

Letter of Understanding

ELECTRONIC SCHEDULING SYSTEM

The parties agree that the implementation of any electronic scheduling system will not be in conflict with contract sections 6.04 Work Schedules, 6.05 Weekend Rotation and Premium, 6.09 Work Preference, 6.10 Work Availability or any contract sections regarding holiday and vacation scheduling. Further, the Union reserves the right to bargain over effects of an electronic scheduling system for its members.

ACUITY SYSTEM

The parties agree that implementation of any acuity system will not be in conflict with contract section 3.05 Staffing

HPAE

EHMC

DATE

DATE

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