

MEMORANDUM OF AGREEMENT

**FOR A NEW COLLECTIVE BARGAINING AGREEMENT BETWEEN VIRTUA -
MEMORIAL, VIRTUA-CNS and HEALTH PROFESSIONAL AND ALLIED
EMPLOYEES AFT/AFL-CIO, LOCAL 5105**

TENTATIVE AGREEMENTS REACHED AS OF JUNE 10, 2026

1.	Article 1 – Recognition – Section 1.2
2.	Article 2 – Union Status – Section 2.51
3.	Article 4 – Section 4.9 Internship Program
4.	Article 4 – Employee Status – Section 4.10 – Weekend Staffing Positions
5.	Article 5 – Professional Practitioner Status – Section 5.4.1 – Orientation of New Employees
6.	Article 7 – Hours of Work and Overtime – Section 7.5 – Holiday Scheduling for Master and Self-Scheduling Units
7.	Article 8 – Shifts, Differentials and Clinical Groupings – Section 8.4.8.E (Voluntary On-Call)
8.	Article 9 – Paid Time Off – Section 9.7.10
9.	Article 11 – Other Leaves – Section 11.1 (NJFLA)
10.	Article 15 – Discipline & Personnel Files – Section 15.5 – Health Care Professional Responsibility and Reporting Enhancement Act (Cullen)
11.	Article 21 – Per Diem Staff-Hospital – Section 21.1
12.	Article 22 – Miscellaneous Paid Leave Benefits (Bereavement) – Section 22.2
13.	Side Letter – Artificial Intelligence and Virtual Nursing
14.	Side Letter – A Working Group on ICU
15.	Side Letter – ENDO

16.	Side Letter – Emergency Department
17.	Side Letter – Voluntary On-Call For Certain Units

TAs REACHED AS OF JUNE 12, 2026

18.	Article 7.9 Hospital Excused Time, Overtime and Extra Time (Virtua proposal of June 12, 2026)
19.	Article 8 – Section 8.4 – On-Call (Virtua proposal, 6/9/26)
20.	Article 8 – Section 8.6.1 (Clinical Groupings) (Virtua proposal, 5/18/26 - Corrected)
21.	Article 14 – Safety (Virtua proposal, 5/29/26)
22.	Art. 19.2 – Certifications and Requirements (Virtua proposal, 6/3/26)
23.	Article 25 – Duration: June 8, 2026 to May 31, 2029
24.	Side Letter: PACU Weekend Coverage Model (Virtua proposal, 6/9/26)

SIDE LETTERS TO BE RETAINED IN THE CBA WITHOUT MODIFICATION – TA'D ON JUNE 12, 2026

The following Side Letters should be retained without modification in the new collective bargaining agreement and renumbered as necessary:

Side Letter 1 – LPNs

Side Letter 2 – Non-Supervisory Status

Side Letter 3 – Infection Prevention Manager

Side Letter 4 – Ambulatory Surgery Department Employees Only

Side Letter 5 – Staffing Committee

Side Letter 7 – Virtua Nurse Professional Development Advancement Program (PDAP)

Side Letter 8 – CNS Bargaining Unit

Side Letter 11 – Pandemic Preparedness & Review Committee

Side Letter 12 – MBU / Storking

EMPLOYER PROPOSALS OF JUNE 12, 2026

Virtua made the following proposals/revised proposals on June 12, 2026, which are memorialized in the attached proposals. Virtua proposes that these be included in the new CBA

1. Article 5 – Professional Practitioner Status – Section 5.6 – Staffing – Hospital (6/12/26 UPDATED with unit-based staffing levels)
2. Article 6 – Wages and Other Monetary Benefits (See 6/12/26 UPDATED to confirm market increase retroactively applied)
3. Side Letter MCH Staffing (UPDATED 6/12/26 proposal)
4. Article 5 – Section 5.1 – Dress Code (UPDATED 6/12/26 proposal)
5. Education and installation for cardio-respiratory bedside monitoring equipment in 2N will be completed in the Fourth Quarter 2026.
6. Article 8 –Section 8.4.10 (Procedural units not open on the weekend) – no change to Virtua’s 6/12/26 proposal

WITHDRAWN PROPOSALS

All proposals and Side Letters not expressly included in the new CBA as described above are withdrawn by the proposing party.

SETTLEMENT – UNFAIR LABOR PRACTICE CHARGE AND GRIEVANCE

HPAE will withdraw Unfair Labor Practice Charge No. 04-CA-386074 (as amended), Grievance No. 03-2026, and Unfair Labor Practice Charge No. 04-CA-388390. Such withdrawals shall fully resolve the Charges and Grievance but will be without precedent, and without prejudice to the positions taken by the parties in relation to the issues involved therein.

RECOMMENDATION TO RATIFY/RATIFICATION DATE

The Union’s negotiating committee shall recommend ratification to its members. **The Union shall not deliver to Virtua a strike notice before receiving the results of the ratification vote. This offer is contingent upon ratification on or before June 22, 2026.**

Dated June 12, 2026

HPAE :

Virtua Memorial, Virtua CNS:

~~Janet Mann~~
Bonnie Tenrilliges

~~Patricia Allen~~
Coleen [Signature]

Ronela Belava
Waine Loring

[Signature]
Barbara McCaslin
[Signature]

Rhonda Jordan
Shanna [Signature]

TENTATIVE AGREEMENT

Virtua
and
Health Professionals and Allied Employees, AFT/AFL-CIO

ARTICLE 1. RECOGNITION

1.2 Information:

1. On a monthly basis: Virtua shall notify the Union of any new bargaining unit employees hired, and shall include the employee's name, address, telephone number, date of hire, date of rehire and date of termination if applicable, classification, status, shift, hourly rate of pay, unit assignment and employee identification number. Virtua shall provide change of status report regarding terminations, leaves of absence, and transfers, including name, address, telephone number, unit, classification, status and employee identification number of employee.
2. On a ~~quarterly~~ monthly basis: Virtua shall provide the Union with a listing of bargaining unit employees, including their names, addresses, classifications, telephone number, base rate of pay, shift and unit assignment. Such listing shall be provided within 10 days of the end of the ~~quarter~~ month.
3. Two times/year: By May 1 and November 1 of each year, Virtua will provide two seniority lists, containing names and dates of hire, in descending order of seniority; one of seniority within the entire bargaining unit, and one in seniority order by unit.

The reports above shall be provided by electronic transmission.

HEALTH PROFESSIONALS AND ALLIED EMPLOYEES, AFT/AFL-CIO VIRTUA-MEMORIAL

Sheryl Monte

Rhonda Jordan

Date: 5.11.2026

Date: 5/11/26

TENTATIVE AGREEMENT

Virtua
and
Health Professionals and Allied Employees, AFT/AFL-CIO

ARTICLE 2. UNION STATUS

2.5 Union Business:

1. **Rights of Representatives.** Unit and General Representatives, as well as non-employee staff of the Union, shall have solicitation, distribution, and visitation rights to the extent required by the National Labor Relations Act. Visitation of non-employee staff and off duty visitation of Unit and General Representatives requires twenty-four (24) hour notice of the date, time, and purpose of the visit to Assistant Vice President Human Resources (or designee). With regard to off duty visitations of Unit and General Representatives said notice is required only with regard to Union-related activity. Union-related meetings in the Hospital shall take place only in the cafeteria, the vending area adjacent to the cafeteria, ~~the medical library,~~ the area inside employee entrance near Union Bulletin Board and any other area agreed upon by Virtua and the Union.

HEALTH PROFESSIONALS AND ALLIED EMPLOYEES, AFT/AFL-CIO VIRTUA-MEMORIAL

Sheymond

Rhonda Jordan

Date: 5-11-2026

Date: 5/11/26

TENTATIVE AGREEMENT

Virtua
and
Health Professionals and Allied Employees, AFT/AFL-CIO

ARTICLE 4. EMPLOYEE STATUS

Virtua proposes the following changes (blacklined against current contract language) to Section 4.9.

4.9 **Internship Fellowship Program:** The Employer may establish ~~internship fellowship~~ programs to provide training in specialty areas. All ~~intern-fellowship~~ positions shall be posted for at least ten (10) days, and offered to bargaining unit employees before being offered to non-bargaining unit employees. Selection of the bargaining unit employees shall be made on the basis of qualification and experience. In the event there are two or more bargaining unit employees equally qualified for the ~~internshipfellowship~~, bargaining unit seniority will prevail in the selection.

Upon bidding for an ~~internshipfellowship~~ program position, the employee shall receive an ~~internshipfellowship~~ application packet, which shall include a written outline of the program, including an outline for successful completion, an evaluation form and job description. Such packet will also include an application for ~~internshipfellowship~~, which will specify any employment commitment following the completion of the ~~internshipfellowship~~, and reimbursement commitment and cost in the event the employee does not complete the ~~internshipfellowship~~ program and/or employment commitment. A copy of the ~~internshipfellowship~~ application packet shall be provided to the Union. The name (s) of selected ~~interns-employees~~ shall be forwarded to the Union in a reasonable time. Upon acceptance into an ~~internshipfellowship~~ position, the employee shall receive clinical training/orientation of up to six months duration. In the event that the employee does not successfully complete the ~~internshipfellowship~~, she/he can return to her/his former position, if available. If the former position is not available, the employee may choose to apply for other available positions. The employee shall have the first preference for the former position when it next becomes available for a period of up to one year, provided she/he expresses such interest through the bidding process of the Employer.

HEALTH PROFESSIONALS AND ALLIED EMPLOYEES, AFT/AFL-CIO VIRTUA-MEMORIAL

Sheryl Mount

R. Londe Jordan

Date: 5-11-2026

Date: 5/11/26

TENTATIVE AGREEMENT

Virtua
and
Health Professionals and Allied Employees, AFT/AFL-CIO

ARTICLE 4. EMPLOYEE STATUS

4.10 Weekend Staffing Positions: The Employer may establish Weekend Staffing positions, in which an employee works twenty-four (24) hours on regularly scheduled weekend hours and is paid for thirty-six (36) hours (24/36). (Example: RN may be scheduled Friday and Saturday on one weekend, and the following weekend may be scheduled Saturday and Sunday; only 12 premium hours paid per weekend). Any hours worked above and beyond the weekend staffing requirement shall be paid at the employee's regular hourly rate. For purposes of these positions, the weekend shall commence at 3:00 p.m. on Friday and conclude at 7:00 a.m. on Monday. Individuals in such positions shall be considered full-time employees and will be eligible to receive health, dental, and prescription benefits, pension benefits (in accordance with the terms of the plan), as well as educational assistance, life insurance, and long-term disability coverage, as though employed on a full-time basis.

Participants in Weekend Staffing positions shall not be eligible for any other benefits, e.g., such employees shall not accrue PTO or EST, but shall accrue scheduled time off (STO) at a rate .083* per hour worked, not to exceed 24 hours per quarter. Such accrual shall be paid at the employee's base rate of pay. STO may only be used for scheduled time off or may be sold back, in accordance with established policy, but may not be used for call-offs. The standards for requesting STO shall be the same as the standards applicable to PTO requests. In the event the request cannot be granted, the employee may choose either to receive pay in lieu of time off or to carry over the STO to the next quarter. STO carried over to next quarter may be requested by the employee and, if requested, will be granted, with the exception of a holiday described in Sections 7.8(1) and 21.3. The Employer will make every reasonable effort to grant STO on the first request. If no request is ever made, then the carry over provision is not triggered.

Participants in Weekend Staffing positions may schedule off up to two shifts per quarter. The employee will be paid only for hours worked, except that available STO/PTO will be paid for scheduled time off and in the event of cancellation. The premium pay (6 hours/12 hour shift or 4 hours/8 hour shift) shall only be paid for regularly scheduled weekend shifts worked in their entirety. In the event that such employees call off, the time missed must be made up at the Employer's discretion. *Employees shall be subject to the Employer's attendance policy as it applies to Weekend Staffing positions.

Participants in Weekend Staffing positions may be cancelled in accordance with the Hospital Excused Time provisions of this Agreement. When paid, however, they are not eligible to receive the one day of Hospital Excused Pay per contract year under Section 7.9(1)(A), the employee shall receive a full payment of 18 hours (12-hour shift + 6 hours incentive) of the Agreement. If an employee receives unpaid HET for a 12-hour weekend shift and works their other full 12-hour weekend shift, the employee will be paid for 18 hours for the shift worked (12-hour shift + 6 hours incentive).

Any hours worked above and beyond the Weekend Staffing requirement or as a non-weekend make-up of hours shall be paid at the employee's regular hourly rate and is subject to overtime only for hours worked in excess of forty (40) in a work week.

Assignment of holidays for employees in a Weekend Staffing Position is separate and part from Section 7.8. Employees in Weekend Staffing Positions are required to work contractual holidays, which fall on their regular schedule. All other provisions of Section 7.8 shall apply. Holiday premium will be paid for all hours worked prior to calculation of incentive pay on legal holidays. The Employer may discontinue any such 24/36 shifts and shall provide the Union and affected employees with six (6) months' notice of such discontinuance. In the event of discontinuance of such position(s), the affected employee(s) may exercise her/his rights for job bidding and/or layoff.

NOTE: *Factor to equate to 24 hours STO/quarter if scheduled commitment is met.

HEALTH PROFESSIONALS AND ALLIED EMPLOYEES, AFT/AFL-CIO VIRTUA-MEMORIAL

Stephano

Rhonda Jones

Date: 6-9-2026

Date: 6/9/24

TENTATIVE AGREEMENT
Virtua
and
Health Professionals and Allied Employees, AFT/AFL-CIO

ARTICLE 5. PROFESSIONAL PRACTITIONER STATUS

5.4 Staff Development

Virtua shall provide the following for all employees covered by this agreement:

1. Orientation Of New Employees:

The Hospital shall provide orientation for new employee (s). New hire orientation shall typically be for a period of up to three months, and can be shortened or extended at the discretion of the Nurse Director/Team Leader. Prior to the decision, the Nurse Director/Team Leader (or designee) shall make best efforts to discuss with the Preceptee and Primary Preceptor(s) the decision to shorten, extend or end the orientation. Preceptors are encouraged to provide ongoing feedback to the Nurse Director/Team Leader throughout the orientation process.

A. A written outline of the orientation content and copy of the evaluation form and job description will be given to each employee at the start of the orientation.

B. The orientation checklist/competencies shall be completed and reviewed, following input from the Primary Preceptor, with the employee by the ANC or Nurse Director at regular intervals during orientation, and at the conclusion of the orientation period. The employee and primary preceptor will be given a minimum of 48 hours' notice prior to the start of the first shift for which the employee will be scheduled independently.

C. The preceptor and preceptee shall have a single assignment (counted as one RN).

D. Employees will be paid at their base rate for all time spent in orientation educational classes/in-services and online classes which are an approved part of orientation and are assigned by the Nurse Manager or educator. These hours will be part of the regular work week and regularly scheduled unless otherwise agreed upon between the employee and manager.

HEALTH PROFESSIONALS AND ALLIED EMPLOYEES, AFT/AFL-CIO VIRTUA-MEMORIAL

Sheryl Mount

Rhonda Jordan

Date: 5-27-2026

Date: 5/27/26

TENTATIVE AGREEMENT

Virtua
and
Health Professionals and Allied Employees, AFT/AFL-CIO

ARTICLE 7. HOURS OF WORK AND OVERTIME

7.5 Scheduling: Hospital

Holiday scheduling for Master and Self-Scheduling units:

Scheduling

When preparing the holiday schedule, the manager may schedule staff who would otherwise have been scheduled to work the day the holiday falls on, but it is not their holiday to work, to cover a different weekday during the week of the holiday, to meet unit needs. This opportunity to switch to another day instead of the holiday will be offered to full-time and part-time employees in order of seniority. If no volunteers are found, the switch will be assigned in reverse order of seniority among the employees scheduled.

Requests for time off during holiday weeks must be submitted and approved during the normal process flow, per section 9.7. Prior to process flow and continuing thereafter managers are encouraged to re-evaluate staffing needs leading up to holiday weeks.

Compensation

During holiday weeks, employees may choose among the following options for compensation. ~~Requests for specific options will be submitted to manager/department head six (6) weeks prior to start of holiday schedule.~~

1. Employee works regular number of workdays, gets the holiday off, is paid for time worked only, no PTO is paid (meaning PTO hours saved).
2. Employee works regular number of workdays, gets holiday off, is paid for time worked PLUS PTO hours (meaning pay is higher than regular schedule).
3. Nurse works 1 less workday, gets holiday off, and is paid for time worked PLUS PTO hours (meaning regular pay).

~~For employees in departments which are closed on holidays, and for employees who are off on the holiday and do not make a specific request, option 3 shall be the default payment.~~ Employees who work in units that are closed on the holiday will be paid for the day from their PTO bank, if the employee would otherwise have been scheduled to work on the holiday.

For employees who do not make a specific request and who work on the holiday, payment shall be for hours worked, including holiday premium as applicable.

HEALTH PROFESSIONALS AND ALLIED
EMPLOYEES, AFT/AFL-CIO

VIRTUA-MEMORIAL

Sam Mount

Rhonda Jordan

Date: 5.27.2020

Date: 5/27/20

Virtua
to
Health Professionals and Allied Employees, AFT/AFL-CIO

Presented to the Union: June 3, 2026 TENTATIVE AGREEMENT

ARTICLE 8. SHIFTS, DIFFERENTIALS AND CLINICAL GROUPINGS

Virtua proposes the following changes (blacklined against current contract language) to Section 8.4.8.

8.4 On-Call

8. Employer may implement on-call in any unit on a voluntary basis.
 - A. Employees on-call are paid the same as noted in (E) above.
 - B. Each unit shall have clearly defined on-call guidelines for on-call, which will be determined before implementation. A copy of such guidelines shall be forwarded to the Union and posted on the unit.
 - C. On-call shall be equitably divided among all staff volunteering.
 - D. Employees will not be sent home and placed on-call unless mutually agreed by the employee and the manager.
 - E. Employees shall not sign up for voluntary on-call shifts (or portions thereof) immediately preceding or following their scheduled work shift such that they could potentially be working for more than sixteen (16) consecutive hours. For example, an employee shall not sign up for a twelve (12) hour or eight (8) shift of voluntary on-call following a scheduled twelve (12) hour shift.

*Sheryl M...
6.3.2026*

*R. Linda Jordan
6/4/26*

TENTATIVE AGREEMENT

Virtua
and
Health Professionals and Allied Employees, AFT/AFL-CIO

ARTICLE 9. PAID TIME OFF (PTO)

Virtua proposes the following changes (blacklined against current contract language) to Article 9, Section 9.7.10.

9.7 Procedures: Hospital

10. RNs may donate PTO value to another employee in case of extreme hardship. All donations are final. Effective on or before January 1, 2027, donating and receiving employees shall receive confirmation of the transfer of time and each shall have their accruals adjusted in their paychecks issued no more than two (2) pay periods after the donation is submitted.

HEALTH PROFESSIONALS AND ALLIED EMPLOYEES, AFT/AFL-CIO VIRTUA-MEMORIAL

Shaymond

Rhonda Jordan

Date: 5-21-2020

Date: 5/21/20

Virtua
to
Health Professionals and Allied Employees, AFT/AFL-CIO

Presented to the Union: ~~May 29, 2026~~ TENTATIVE AGREEMENT

ARTICLE 11. OTHER LEAVES

Virtua proposes the following changes (blacklined against current contract language) to Section 11.1.

Leave type:	<u>Family</u>†*
Employment status for eligibility:	Full-time , Part-Time , Limited Time and Per Diem
Waiting period for eligibility:	Employee must have a minimum of 12 months of service and have worked 1,000 hours in 12-month period preceding the LOA request. <u>For leave under the federal Family and Medical Leave Act (FMLA), eligibility is 12 months of service and 1,000 hours worked in the 12 month period preceding the LOA request. Eligibility for leave under the New Jersey Family Leave Act (NJFLA) is 12 months of service and 1,000 hours worked in the preceding 12 months until the implementation date of the amendments to the NJFLA (currently scheduled to take effect on July 17, 2026), upon which date eligibility shall be 3 months of service and 250 hours worked in the preceding 12 months. Eligibility for NJFLA family leave shall be governed by the NJFLA as in effect at the time of the leave request.</u>
Duration of leave:	Consistent with applicable federal and state laws.
How is leave paid:	Employee may use PTO bank to point where it is exhausted and rest of time is Unpaid leave.
Comments:	Provided the employee returns in accordance with the terms of the leave, the employee will be returned to her/his same or substantially equivalent position.
Leave type:	<u>Maternity</u>†*
Employment status for eligibility:	Full-time, Part-Time, Limited Time and Per Diem
Waiting period for eligibility:	Employee must have a minimum of 12 months of service plus 1,000 hours in 12-month period

~~preceding the medical LOA request. Employee must have a minimum of 12 months of service and have worked 1,000 hours in 12-month period preceding the family LOA request. For medical leave under the FMLA, for the employee's own serious health condition related to pregnancy or childbirth, eligibility will remain at 12 months of service and 1,000 hours worked in the 12 month period preceding the LOA request. Eligibility for leave under the NJFLA for a family leave of absence due to maternity is 12 months of service and 1,000 hours worked in the preceding 12 months until the implementation date of the amendments to the NJFLA (currently scheduled to take effect on July 17, 2026), upon which date eligibility shall be 3 months of service and 250 hours worked in the preceding 12 month. Eligibility for NJFLA family leave shall be governed by the NJFLA as in effect at the time of the leave request.~~

Duration of leave:

~~Consistent with applicable federal and state laws. Employee who is disabled by a pregnancy (pre and post birth), and with proper verification from her physician, will be granted up to a maximum of 12 weeks medical leave of absence. Employee will be granted up to a maximum of 12 weeks family leave of absence.~~

How is leave paid:

See Medical Leave of Absence for medical portion of maternity leave.
See Family Leave of Absence for family portion of maternity leave.

Comments:

Provided the employee returns in accordance with the terms of the leave, the employee will be returned to her/his same or substantially equivalent position.

Sheryl Mount
6.3.2026
Rhonda Janda
6/14/26

TENTATIVE AGREEMENT

Virtua
and
Health Professionals and Allied Employees, AFT/AFL-CIO

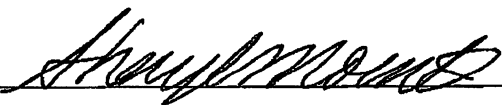
ARTICLE 15. DISCIPLINE & PERSONNEL FILES

15.5 Health Care Professional Responsibility and Reporting Enhancement Act:

1. Virtua has certain responsibilities to file reports under the Health Care Professional Responsibility and Reporting Enhancement Act ("Cullen Law"). Such reports are made on the Health Care Professional Responsibility and Reporting Enhancement Act Reporting Form (the "Report"). Virtua shall provide notice of such Reports to the RN(s) who are the subject of such Reports, involved and shall also provide simultaneous notice to the Union.
2. In the event that an arbitration decision reverses or otherwise modifies disciplinary action described in a Report, the Employer shall file an amended Report, attaching a copy of the arbitration decision. In the event that additional investigation by the Employer demonstrates that the nurse did not commit a reportable offense under the Cullen Law, the Employer shall file an amended Report.

HEALTH PROFESSIONALS AND ALLIED
EMPLOYEES, AFT/AFL-CIO

VIRTUA-MEMORIAL





Date: 6.9.2026

Date: 6/9/26

Virtua
to
Health Professionals and Allied Employees, AFT/AFL-CIO

Presented to the Union: May 27, 2026

ARTICLE 21. PER DIEM STAFF-HOSPITAL

Virtua proposes the following changes (blacklined against current contract language) to Section 21.1.

21.1 Per Diem employees are scheduled to work by Virtua and are assigned to a unit according to needs. There shall be two levels of per diems: **Level 1 and Level 2.**

1. Staff who are in Per Diem status before June 1, 2026:

- a. **Level 1** Per Diem nurses are required to schedule themselves for an open shift a minimum of twenty-four (24) hours of time within each defined four-week schedule, of which one shift (8, 10, 12 hrs.) must be on a weekend (Saturday 7a - Monday 7a). Weekend requirements may be met in 4-hour shift increments to meet the weekend requirement if such is offered on the unit. In areas where on call is required for FT and PT nurses, eight (8) of the twenty-four (24) hour commitment may be on call within each defined four-week schedule. Per Diems must sign up for full 24-hour commitment during the first 7 calendar days after available shifts are posted.
- b. **Level 2** Per Diems are required to schedule themselves for an open shift a minimum of forty-eight (48) hours of time within each defined four-week schedule, of which two shifts (8, 10, 12 hrs.) must be on a weekend (Saturday 7a – Monday 7a). Weekend requirements may be met in 4-hour shift increments to meet the weekend requirement if such is offered on the unit. In areas where on call is required for FT and PT nurses, sixteen (16) of the forty-eight (48) hour commitment may be on call within each defined four-week schedule. Per Diems must sign up for the full 48-hour commitment during the first 7 calendar days after available shifts are posted.

2. Weekend commitment for staff who are hired as or who become Per Diem on or after June 1, 2026:

- a. **Level 1** Per Diem nurses are required to schedule themselves for an open shift a minimum of twenty-four (24) hours of time within each defined four-week schedule, of which **12 hours** must be on a weekend (Saturday 7a - Monday 7a). Weekend requirements may be met in 4-hour shift increments to meet the weekend requirement if such is offered on the unit. In areas where on call is required for FT and PT nurses, twelve (12) of the twenty-four (24) hour commitment may be on call within each defined four-week

schedule. Per Diems must sign up for full 24-hour commitment during the first 7 calendar days after available shifts are posted.

b. Level 2: Per Diems are required to schedule themselves for an open shift a minimum of forty-eight (48) hours of time within each defined four-week schedule, of which 24 hours must be on a weekend (Saturday 7a – Monday 7a). Weekend requirements may be met in 4-hour shift increments to meet the weekend requirement if such is offered on the unit. In areas where on call is required for FT and PT nurses, 24 of the forty-eight (48) hour commitment may be on call within each defined four-week schedule. Per Diems must sign up for the full 48-hour commitment during the first 7 calendar days after available shifts are posted.

3. Consistent with Article 3, the Employer may create day, mid, or night shift Per Diem positions. Staff in Per Diem status before June 1, 2026 may choose to remain unassigned to day, mid, or night shift.

HPAE
Sherrymount
5.27.2026

Virjua
R. L. Jordan
5/27/26

TENTATIVE AGREEMENT

Virtua
and
Health Professionals and Allied Employees, AFT/AFL-CIO

ARTICLE 22. MISCELLANEOUS PAID LEAVE BENEFITS


Virtua proposes the following changes (blacklined against current contract language) to Section 22.2 Bereavement and Funeral Leave.

22.2 **Bereavement and Funeral Leave:** Full-time employees shall be entitled to be paid for their scheduled hours, to a maximum of twenty-four (24) hours within six (6) calendar days, barring extenuating circumstances, following the death of a member of the employee's immediate family: parents, grandparents, parents-in-law, spouse/civil union partner, child, brother, sister, grandchild, step-grandparents, grandparent-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, or other family member in their household or significant other who is part of their household. Parttime employees shall be entitled to be paid for their scheduled hours, to a maximum of twelve (12) hours within six (6) calendar days, barring extenuating circumstances, following the death of a member of their immediate family as described above. Requests for usage of employee PTO time to attend any funeral-related services shall not be unreasonably denied. Employees may use up to one day of PTO per year to attend funeral-related activities related to the death of an aunt, uncle, niece, or nephew without having such absence count against them as an unscheduled PTO day.

Virtua may permit the use of three (3) additional PTO days to extend a bereavement leave if requested by the employee. Such PTO time must be earned or the employee may take an unpaid leave of absence. Such absence will not be considered an unscheduled absence.

Per Diems who follow the call out procedure and call out to a maximum of 24 hours within six (6) calendar days, barring extenuating circumstances, for a death in the Per Diem's immediate family (as defined above) shall not have the call out considered an unscheduled absence.

HEALTH PROFESSIONALS AND ALLIED EMPLOYEES, AFT/AFL-CIO VIRTUA-MEMORIAL





Date: 5-21-2020

Date: 5/21/20

TENTATIVE AGREEMENT

Virtua
and
Health Professionals and Allied Employees, AFT/AFL-CIO

SIDE LETTER No. __

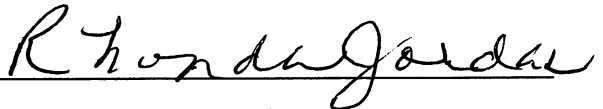
TECHNOLOGY: ARTIFICIAL INTELLIGENCE AND VIRTUAL NURSING

The parties recognize that artificial intelligence (AI) and virtual nursing will continue to enhance patient care. Recognizing that AI and virtual nursing may impact registered nurses, technology impacting nursing care will be a standing agenda item at monthly Labor Management committee meetings prior to implementation. The parties agree to discuss the effects of any new AI systems and virtual nursing programs impacting nursing care at the request of the Union at those meetings. Nurses will receive education on new AI systems and virtual nursing programs that Virtua implements for their use in nursing care, including, as applicable, communication between bedside nurses and virtual nurses.

HEALTH PROFESSIONALS AND ALLIED
EMPLOYEES, AFT/AFL-CIO

VIRTUA-MEMORIAL





Date: 5.29.2026

Date: 5/29/26

Virtua
to
Health Professionals and Allied Employees, AFT/AFL-CIO

Presented to the Union: ~~June 3, 2026~~ TENTATIVE AGREEMENT

SIDE LETTER No. __

A WORKING GROUP ON ICU

The Employer proposes the following Side Letter:

The parties will form a working group to discuss and address the recent decrease in patient census. Solutions that may be considered by the group may include freezing positions, balancing day and night shifts, and cross-training.

Shouq Mont
6.3.2026

R. L. de Jordan
6/14/26

TENTATIVE AGREEMENT

Virtua
and
Health Professionals and Allied Employees, AFT/AFL-CIO


SIDE LETTER 9 [renumbered if necessary, in the final CBA]

ENDO

The Employer proposes that the current Side Letter 9 ENDO shall be deleted and replaced with the following Side Letter:

1. Endoscopies currently are staffed with two RNs. At such time that the Employer develops a plan to staff endoscopies with 1 RN and 1 Endo Tech, the plan will be presented to the Union and the parties shall negotiate a Memorandum of Agreement regarding the effects of this decision on the Endo nurses. Any reduction in Endo nurse staffing due to the implementation of Endo Techs shall be through attrition and not layoff.
2. ENDO nurses hired before September 30, 2000 shall retain their current shift, status and hours.
3. ENDO RNs who are currently receiving shift differential shall continue to do so for hours worked between 3:00pm and 6:30pm, paid as a quarterly bonus, so long as they remain employed in their current position.
4. Holiday Call: RNs are required to take holiday call according to the following process:
 - a. First, employees shall have the opportunity to volunteer to cover extra call hours.
 - b. If no one volunteers, then one or two RNs (as appropriate) shall be assigned in order of reverse seniority to cover extra call yearly.
 - c. A rotational list shall be maintained from year to year.

HEALTH PROFESSIONALS AND ALLIED EMPLOYEES, AFT/AFL-CIO VIRTUA-MEMORIAL





Date: 6.9.2026

Date: 6/9/26

TENTATIVE AGREEMENT

Virtua
and
Health Professionals and Allied Employees, AFT/AFL-CIO

SIDE LETTER No. __

EMERGENCY DEPARTMENT ~~CLINICAL SUPPORT NURSE ASSIGNMENTS~~ SIDE LETTER

The Employer proposes the following Side Letter:

A. Clinical Support Nurse

On or before January 3, 2027, the Emergency Department will create a clinical support nurse assignment to support patient care and the clinical needs of the department. Emergency Department nurses will be assigned to perform the clinical support nurse responsibilities. There will be an Emergency Department nurse performing the clinical support responsibilities twelve (12) hours a day, seven days a week, at times to be determined by the Employer. The clinical support nurse responsibilities may be assigned to one nurse for the entire 12-hour shift, or may be assigned to different nurses for portions of the shift. For the assignment, 3-4 years of ED experience is preferred.

There may be times when it is necessary for a clinical support nurse to take a patient care assignment, with the understanding that they will return to the clinical support nurse assignment as soon as possible. The clinical support nurse assignment will be in addition to the ED staffing numbers as of the signing of this Side Letter.

The charge nurse and/or nurse leader will facilitate the clinical support nurse's shift responsibilities in accordance with the needs of the department.

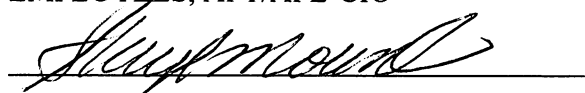
The effectiveness of this emergency department clinical support nurse assignment will be evaluated by leadership after six (6) months to determine if changes are needed. Virtua shall have the discretion to determine whether to retain, modify or discontinue the assignment following consultation with the Union.

The staffing committee may discuss the clinical support nurse assignment during committee meetings.

B. ED Additional Staffing

On or before January 3, 2027, the ED will post three additional positions (which may be a combination of full-time and part-time positions). This is in addition to current staffing and the clinical support nurse assignment.

HEALTH PROFESSIONALS AND ALLIED
EMPLOYEES, AFT/AFL-CIO



Date: 6.9.2026

VIRTUA-MEMORIAL



Date: 6/9/24

TENTATIVE AGREEMENT

Virtua and Health Professionals and Allied Employees, AFT/AFL-CIO

SIDE LETTER 6

VOLUNTARY ON-CALL FOR CERTAIN UNITS

On or before January 3, 2027, Virtua shall trial a voluntary on-call program for: Med/Surg, Behavioral Health, Emergency Department, ICU, 2N/PCU, Labor and Delivery (L&D), Mother/Baby, Special Care Nursery, and Pediatrics. Such program shall meet the requirements of Section 8.4.8 of this Agreement. The trial period shall be twelve (12) months.

During the trial period, Virtua will post at least one voluntary on-call RN position per shift (7a-7p and 7p-7a, in full or partial increments) per unit during the process flow period. For the purposes of this Side Letter, Med/Surg is one unit and will have at least two voluntary on-call RN positions per shift (7a-7p and 7p-7a, in full or partial increments).

Implementation of voluntary on-call under this Side Letter shall not impact or change existing on-call, including mandatory on-call for L&D. In L&D, voluntary on-call shall be called in before mandatory on-call.

Scheduled work hours and voluntary on-call shifts shall not exceed 16 hours of consecutive potential work time.

Charge nurses in the Emergency Department, Peds Pavilion, and L&D will have the authority to call in the voluntary on-call nurse and will notify the nurse leader (nursing supervisor where the nurse leader is not present). In all other areas, the charge nurse shall make the request through their nurse leader (nursing supervisor when the nurse leader is not present) and the request shall not be unreasonably denied.

Virtua shall track the reasons and hours for all call-ins of voluntary on-call throughout the trial period. Reasons for calling in voluntary on-call may include but are not limited to increases in volume or acuity, or decreases in staffing. If, during the trial period at any time the nurses are called in excessively, Virtua may remove the authority of the L&D, Peds Pavilion, and ED charge nurses to implement call-in.

The Parties agree that the use of voluntary on-call shall be reviewed quarterly at Staffing Committee Meetings (Section 5.9).

At the conclusion of the trial period, the parties shall meet to evaluate the program and discuss whether it should be retained, modified or discontinued. Virtua shall have the discretion to make this determination after consultation with the Union.

HEALTH PROFESSIONALS AND ALLIED
EMPLOYEES, AFT/AFL-CIO

VIRTUA-MEMORIAL

Shayla Mount

Rhonda Jones

Date: *6-9-2024*

Date: *6/9/26*

TA

Virtua
to
Health Professionals and Allied Employees, AFT/AFL-CIO

Presented to the Union: June 12, 2026

ARTICLE 7. HOURS OF WORK AND OVERTIME

Virtua proposes the following changes (blacklined against ~~current contract language~~ Virtua's last HET proposal of 6/3/26) to Section 7.9.1.

7.9 Hospital Excused Time, Overtime and Extra Time:

1. Hospital Excused Time – If it is determined by Virtua that an employee does not need to work his or her shift, the employee will be called at least one and one half (1.5) hours before the scheduled start time and excused from work. At the employee's request, the hospital excused time may be compensated by using accrued personal leave time, or may be taken as unpaid time.

In determining who will be excused when hospital excused time is necessary, the following guidelines will be followed:

- A. The first time in each contract year (starting on June 1 of each year) that an employee is mandatorily excused, the employee will receive pay for the shift as Hospital Excused Pay. Hospital Excused Pay shall not include any shift differentials.
- B. However, employees may volunteer in advance and unpaid hospital excused time will be given to volunteers before others are mandatorily excused/assigned hospital excused time. Such voluntary HET shall count as the employee's turn in the rotation. The Employer and Union agree to meet and bargain a procedure for granting HET to volunteers before mandating HET to other employees.
- C. A list of hospital excused time will be maintained on a rotational basis by order of bargaining unit seniority in each nursing unit. The Hospital will assign paid excused time (Hospital Excused Pay) to the most senior employee working that day who has not been previously excused; unpaid hospital excused time will be assigned from least senior to most senior. The hospital retains discretion to vary from selecting the next nurse on a rotational basis taking into consideration staffing mix in the interest of quality care.
- D. In lieu of Hospital Excused Time (unpaid), the employee may request, and if available, will be given one or more of the

following options, based on operational needs for all or part of the shift.

- Participation in committee work when the employee is an active member of a committee
- Participation in educational opportunities or educational modules including assigned modules, competencies or other assigned learnings
- Participation in quality improvement programs as assigned or approved by their unit manager. This includes unit specific projects (e.g., chart audits) as assigned or approved by their manager
- Orientation or cross-training to other clinical areas based on need and prior approval
- F. Float to another nursing department to assist with patient care but not as a primary nurse
- The employee may request voluntary reassignment outside of the clinical groupings if the employee has demonstrated and maintained annual competency in the applicable area
- Voluntary on-call. This employee would be called in ahead of any other on-call employee in their unit.
- If an employee picks up another available shift in their clinical grouping within the same work week, the employee will not be considered to be on an extra or bonus shift for purposes of HET cancellation, provided they pick up the extra shift in API and put a note “in lieu of HET” in the comment section.

E. **Care Coordinator:** To maximize the effectiveness of the Care Coordinator as a resource to the staff nurse, the Employer will recognize the job as a separate and unique title for purposes of this Section 7.9

Virtua
to
Health Professionals and Allied Employees, AFT/AFL-CIO

Presented to the Union: June 12, 2026

ARTICLE 8. SHIFTS, DIFFERENTIALS AND CLINICAL GROUPINGS

Virtua makes the following proposal for a new Section 8.4.10. (This proposal is a counter proposal to the Union's proposal concerning Section 8.5). This proposal is redlined against Virtua's last proposal of May 29, 2026.

8.4 On-Call

10. **Procedural units not open on the weekend:** Where a Virtua recognized holiday (as listed in Section 8.5) falls on a Saturday, procedural units not open on the weekend shall be closed for regularly scheduled business hours on the immediately preceding Friday. Where such a holiday falls on a Sunday, such units shall be closed for regularly scheduled business hours on the immediately following Monday. On these Fridays and Mondays, each such unit's needs on day shift shall be covered by employees on call. Employees may volunteer for call and shall be selected in order of volunteer. Where there are insufficient volunteers to cover call needs, the Employer shall select employees for call in reverse seniority order. Call on these day shifts shall be paid at double the regular call rate (i.e., \$10/hour). If called in, the employee will be paid at time and a half. The Fridays and Mondays as described in this Section shall not be considered holidays under this Agreement for any purpose. PACU will be subject to this Section 8.4.10.

Virtua
to
Health Professionals and Allied Employees, AFT/AFL-CIO

Presented to the Union: May 18, 2026 - CORRECTED

ARTICLE 8. SHIFTS, DIFFERENTIALS AND CLINICAL GROUPINGS

Virtua proposes the following changes (blacklined against current contract language) to Section 8.6.1.

8.6 Clinical Groupings and Reassignment:

1. **Clinical Groupings:** Employees may be reassigned during their shifts to another patient care unit that is within the same clinical grouping. All employees within the clinical grouping are required to have the enumerated minimum requirements for that clinical grouping and to have completed the unit based orientation checklist. The clinical groupings, and their respective minimum requirements, are as follows:

CLINICAL GROUPINGS	MINIMUM REQUIREMENTS
Med Surg/Telemetry (3NE, 3NW, 4NE, 4NW, 5 Stokes, 7 Stokes)	BLS
ICU/CCU/PCU (2N) (one way pull from ICU/CCU to PCU with max 4 patient assignment)**	BLS, ACLS
Emergency Department	BLS, ACLS, PALS
Behavioral Health	BLS
Labor & Delivery/OB Triage	BLS, ACLS, NRP
Special Care Nursery, MBU	BLS for all, NRP
Pediatric Pavilion	ACLS & PALS
ATU	BLS
Operating Room	BLS
Surgical Admissions Area, Endo and PACU (main hospital only)	BLS, ACLS, PALS (PACU only)
Ambulatory Surgery Center	BLS, ACLS, PALS (for PACU only)
Radiology/Cardiac Cath	BLS, ACLS
Occupational Health	BLS
Cardiac Rehab / Cardiovascular lab	BLS, ACLS
Vascular Access Team (VAT) Department	BLS, PICC certified
** ICU/CCU and PCU shall be considered a full clinical grouping (two-way pull) for Per Diems only. For FT and PT ICU nurses, see side letter 13. <u>For full-time and part-time ICU RNs: Such RNs will only be reassigned in lieu of cancellation, and not to backfill for PCU nurses reassigned to cover tele-tech assignment. Before such reassignment, the nurse will be oriented to the PCU without an assignment. Note: Current ICU</u>	

RNs with 20 or more years of continuous service prior to December 31, 2023 shall not be involuntarily reassigned to PCU.

Employees who are hired or transfer to PCU with no previous critical care experience after the effective date of this Agreement must successfully complete a critical care course (s), which will be offered and paid for by the Employer, within 12 months.

NOTE 1: Within clinical groupings, nurses will only be assigned to patients for which they are competent. Virtua recognizes some employees in some clinical groupings will not be competent to handle every patient or procedure within that grouping.

NOTE 2: During construction projects, the employer may create temporary care locations that are not considered overflow areas.

In the event that new nursing units are developed, the Employer will negotiate regarding the placement in the clinical groupings. In the event that the parties do not reach agreement, the Employer may implement the placement in a clinical grouping, subject to the Union's right to grieve the placement.

2. Reassignment guidelines:

A. The employee being reassigned must report to the reassigned unit within ten (10) minutes of notification.

B. Order of Reassignment:

1) Agency nurses (including travel nurses) shall be reassigned first, followed by

2) Float nurses

3) Per diem nurses

4) Volunteers

5) Nurses working a bonus shift

6) Nurses from other units

7) Nurses working an extra shift on their home units

8) Nurses working a regular shift on their home units.

* Nurses with less than six months' service following orientation will not be reassigned except in cases of emergency or as noted herein.

** Nurses with less than six months' service off orientation who sign up for Bonus Shifts will be placed into #5 and will be placed into the regular pull rotation when working a Bonus Shift. Such nurses, having elected to sign up for a Bonus Shift, will no longer be exempt from reassignment.

*** Per Diems and Float nurses shall not receive the hourly reassignment pay described below. Reassignment may be to regular units or overflow/cohorting areas.

**** FT and PT Nurses (excluding Float RNs) will only be reassigned once during a shift except to return to their home unit or in the event of an emergency.

- C. Employees who volunteer (including the employee who is next up in the rotation to be reassigned if he or she volunteers) for reassignment from one patient care unit to another shall receive an additional hourly rate of \$3.00 per hour. If there are not sufficient volunteers, regularly scheduled employees will be reassigned on a rotating basis. The employees in each unit shall maintain documentation of rotation.
- D. Employees who are reassigned shall not be required to assume Resource Nurse (Charge) duties. In situations where the employee believes he or she is not qualified to accept the assignment, including operation of equipment to which they have not been oriented, the employee shall notify the manager or supervisor so that Virtua can either provide the training or make the appropriate changes in the assignment. When reassigned, an employee may request to be reacquainted to the unit to which he/she is reassigned.
- E. Only when there is no other need within the clinical grouping (without regard to agency, traveling nurses, or overtime), or where nurses are held in reserve so that a unit can be re-opened, an employee who is chosen to be reassigned may either take personal leave or unpaid time off in lieu of being reassigned.
- F. Employees may sign up to work in a clinical grouping other than their own if they are qualified in the second clinical grouping, and, when they do so, they shall be subject to reassignment only for that time and shift, within the second clinical grouping.
- G. In the event of increase in census in a particular unit or clinical grouping, the Employer may create "overflow" areas which shall be considered part of that unit's clinical grouping. The Employer may create cohorting areas. Cohorting may only be used in the event of an infectious disease outbreak necessitating isolation.

Reassignment to such an overflow/cohorting area shall be a reassignment under this Section 8.76. The Local Union president or her designee shall be notified within 24 hours of the creation/opening of any overflow/cohorting area. The following are current designated overflow areas: Cath Lab, ED Holding area, 3NW. Upon request, an employee reassigned to an overflow/cohorting area shall be given an appropriate orientation to the area.

Virtua shall develop and maintain a list of all potential volunteers who have agreed in advance to be reassigned to overflow/cohorting areas.

In addition, the nurse assigned to overflow/cohorting shall be supplied with the name and contact number of a support person.

- H. Nurses who typically respond to emergencies and/or perform procedures in any areas outside their units will continue to do so and shall not receive any additional pay for such activities. For other nurses, in the event of an emergency, the employer may assign a nurse to an area physically outside of the units in his/her clinical groupings. A nurse in this situation would be entitled to \$3.00 per hour above his/her hourly rate for the time spent on such emergency.

Such assignment shall not be considered a reassignment under this Section 8.76.

- 3. **Care Coordinator:** To maximize the effectiveness of the Care Coordinator as a resource to the staff nurse, the Employer will recognize the job as a separate and unique title for purposes of this article.

It is expressly agreed and understood that any reassignment of Care Coordinators shall be in accordance with Section ~~8.7.1~~ 8.6.1 of the contract.

Charge Nurse Position Coverage for the Care Coordinator: In the event there is not a Care Coordinator working a particular unit and shift, and the Employer is unable to cover the vacancy with another Care Coordinator, then the coverage shall be provided by a resource nurse.

Virtua
to
Health Professionals and Allied Employees, AFT/AFL-CIO

Presented to the Union: –May 29, 2026

ARTICLE 14. SAFETY

Virtua proposes the following changes (blacklined against current contract language) to Article 14.

1. The Employer will observe and comply with all, state, and federal health and safety laws and regulations, and will make its best efforts to provide, and maintain a safe and healthy workplace.
2. The Union will cooperate with the Employer in ensuring that employees properly utilize safety equipment and adhere to safety policies, procedures and regulations,
- 2-3. During the course of this Agreement [assuming a three year CBA]:
 - a. Virtua shall continue to review, assess and implement enhanced security protocols and devices which allow direct care nurses to summon an emergency response. These protocols and devices may include “panic buttons,” on direct patient care units, wearable security devices, voice activated in-room cameras, and other technologies.
 - b. Virtua will post highly visible signs on all floors and in multiple locations throughout the hospital as required by the Health Care Heroes Violence Prevention Act.
 - c. Virtua shall implement a visitor identification system.
 - d. Security personnel shall be authorized and trained to screen visitors for weapons upon arrival, and to screen patients for weapons upon arrival and prior to care being rendered when clinically and legally appropriate. In the event that an employee believes that a patient or visitor is in possession of other prohibited items, the employee shall notify Security or management immediately.

14.1 Safety Committee

- a. In furtherance of the Employer’s and Union’s shared goals of maintaining a healthy and safe work environment, the Virtua Health and Safety Committee (Safety Committee) will meet regularly throughout the year shall meet bi-monthly. Three members of the bargaining unit will be selected by the Union to serve on the Safety Committee. The employees Committee members shall not lose time nor pay as a result of attending Safety Committee meetings; they shall be paid for

their time attending the meetings. The employees shall be subject to the same terms of committee participation as other committee members.

b. ____ During the term of this Agreement, Virtua and the Union will meet regularly at Safety Committee to discuss safety and security measures such as security coverage in facilities subject to this Agreement, security measures at main entrances, and technology to support safety for Employees, including reviewing current and planned security measures and enhancements across all facilities covered by this Agreement. ~~Virtua will implement enhanced security measures during the term of this Agreement,~~ with the input and collaboration of the Union.

c. In the event the Union identifies or is notified of a significant safety or security event that needs to be addressed before the next scheduled Safety Committee meeting, a member of the Safety Committee may contact the Employer Safety Committee chair/co-chairs, to discuss the incident. After investigation, the outcome will be reported back to the Union, at either Safety Committee or the next Labor Management meeting, depending on when the result of the investigation is available.

14.2 **Safe Patient Handling:** The Employer will establish the Safe Patient Handling (SPH) committee as mandated in the New Jersey Safe Patient Handling Act. The Union will elect the Union representatives on the committee.

14.3 **Violence Prevention:** The Employer will establish the Workplace Violence Prevention (WPVP) committee as mandated in the New Jersey Workplace Violence Prevention Act. The Union will select the Union representatives on the committee. All victims and witnesses involved in a workplace violence incident may request assistance from Virtua's HR Department with respect to crisis support. Virtua's Chief of Security or designee shall assist the employee victim with filing criminal charges. An employee who is involved in a workplace violence incident as a victim shall be granted paid time (at the employee's regular rate) for time spent filing a police report or criminal complaint (whether on-site or at a police station). An employee who is involved in a workplace violence incident as a victim or witness shall be granted paid time (at the employee's regular rate) for time spent attending related criminal court proceedings associated with the incident.

14.4 **Latex Use:** Virtua agrees to establish and maintain standards of care and administrative procedures and provide appropriate training to the registered nurses to ensure the safe usage of latex in patient care. Virtua will provide alternatives to latex (e.g., Nitrile gloves).

14.5 **Workplace Exposure:** ~~Effective October 1, 2020, the~~ The appropriate Virtua Nurse Director/Team Leader (or designees) will provide all employees who have had a workplace exposure to a patient or employee with a contagious illness or condition with written notice of such exposure as soon as practicable. Such notice shall include the date of exposure, an assessment of exposure risks, length of quarantine required (as applicable), and return to work instructions. The Union will be provided with a list of individuals receiving such notice. In the event an employee contracts a work-related illness or condition, evaluation and treatment shall

be provided through Occupational Health Services. An employee who believes that he/she has experienced a workplace exposure may contact the Employer's Infectious Disease nurse and/or Nurse Director and the Employer shall promptly respond.

14.6 Impaired Nurse: Virtua and the Union support the goals of helping nurses impaired by alcohol and/or drugs and for ensuring the safety of patients. To that end, Virtua and the Union recognize the need to provide rehabilitation for impaired nurses and cause testing when circumstances warrant.

14.7 Safety Escort: Virtua will consider safety concerns in making assignments. Upon request from an employee, the Employer will make reasonable efforts to provide an escort. In the event there is not a safety escort available, the Employer must reschedule the visit to a time when an escort can be provided.

14.8 Protective Equipment: The Employer will continue to provide personal protective equipment and/or protective clothing which meets or exceeds the requirements of applicable laws or regulations, including those of OSHA, and employees will be trained in the use of personal protective equipment and fit tested as appropriate. The parties recognize the value of a continuing dialogue about appropriate, and "best practices" on, PPE, including NIOSH Standards, and this shall be discussed as needed at Safety Committee, Pandemic Preparedness Committee and/or Labor/Management meetings.

14.9 Quarantine Pay Policy: It is the policy of Virtua to provide income continuation to employees quarantined by the Infection Control practices of Virtua.

1. In the event an employee is exposed to a communicable disease while on the job, and is not permitted to work by the Infection Control Practitioner or designee, the employee shall be paid at full salary, including shift differential, throughout the quarantine. Quarantine pay will be reduced by the amount of worker's compensation benefits received. (See, Article 11.1 – "Workers Compensation.")
2. In the event an employee is exposed to a communicable disease not related to employment, and is not permitted to work by the Infection Control Practitioner or designee, the employee shall be paid at full salary throughout the quarantine. Quarantine pay will end upon the employee returning to work or contracting the illness, at which time payment is based upon time worked or in accordance with the PTO policy, respectively.
3. Quarantine pay shall represent the employee's base rate and shift differential, based on regularly scheduled shift.
4. Time paid on quarantine shall not be considered time worked for payment of overtime.
5. Quarantine pay is to be charged for the incubation period of the disease to which the employee was exposed, and not the period of the illness itself.

6. Employees may be required to be examined by Occupational Health prior to return to duty.
7. Virtua will notify the Union within 48 hours of a Quarantine situation and will provide the Union with the names of employees who are quarantined.

Virtua
to
Health Professionals and Allied Employees, AFT/AFL-CIO

Presented to the Union: June 3, 2026

Virtua proposes the following changes (blacklined against current contract language) to Section 19.2. **This proposal 19.2 is contingent upon the Union withdrawing Union #28 (Art. 15.4) and Union #30 and 31.**

19.2 Certifications and Requirements

Professional Requirements: The American Heart Association CPR Course Level “C”, (Virtua will seek to schedule at least six (6) CPR courses at Virtua - Memorial,) Critical Care Course, Pediatric Advanced Life Support (PALS), Advanced Cardiac Life Support (ACLS), Neonatal Resuscitation Program (NRP), Dysrhythmia Requirements, or any other course(s) required by Virtua will be offered to employees for whom such education is required. Virtua will absorb the cost of sponsored programs. If the employee chooses to attend a program offered by a provider other than Virtua, but which is offered by Virtua, the employee will be responsible for cost of attending these programs outside Virtua.

If the employee is unable to register for a course through Virtua, they shall notify their nurse leader at least three (3) months prior to the expiration date of their certification listed above, and the nurse leader and employee will work together in good faith to facilitate the employee’s registration. If Virtua is unable to accommodate the employee’s registration within the 3-month time period, Virtua will reimburse the employee for the cost of the approved program outside of Virtua.

If the employee takes BLS, ACLS, NRP, or PALS at Virtua, the employee will not have to pay for the course, although he/she may be required to pay for materials.

Virtua
to
Health Professionals and Allied Employees, AFT/AFL-CIO

Presented to the Union: June 3, 2026

ARTICLE 25 -- DURATION

Virtua makes the following proposal concerning contract duration (current Article 25), which is blacklined against current contract language:

Except as otherwise provided herein, this Agreement shall be effective June ~~7~~, 202~~6~~³ and shall continue in full force and effect from June ~~7~~, 202~~6~~³ through 11:59 pm on May 31, 202~~9~~⁶, and continue from year to year thereafter unless or until either party serves notice, in writing, at least ninety (90) days prior to the expiration of the original expiration date or any subsequent anniversary of the original expiration date of a desire to change, modify or terminate this Agreement. In the event either party serves notice with respect to changes in or modification or termination of this Agreement, it is agreed that the parties shall begin negotiations promptly. Pending the outcome of such negotiations, this Agreement shall continue in full force and effect beyond the expiration date, subject, however, to the right of either party to terminate the entire Agreement upon at least ten (10) days prior written notice to the other party.

Virtua
to
Health Professionals and Allied Employees, AFT/AFL-CIO

Presented to the Union on: June 9, 2026

PACU Weekend Coverage Model Side Letter

The Employer proposes the following Side Letter regarding weekend coverage in the Post Anesthesia Care Unit (PACU):

1. Weekend Positions

The Employer will establish two (2) weekend positions under Article 4.10 in the PACU to support patient care needs on Saturdays and Sundays from 8:00 a.m. to 8:30 p.m. These positions will be offered to qualified PACU nurses. The establishment of these positions will not increase the total number of current PACU positions.

2. Weekend Coverage

When both weekend positions are filled, the nurses in those positions will provide scheduled coverage on Saturdays and Sundays from 8:00 a.m. to 8:30 p.m.

PACU nurses will continue to participate in the call rotation Monday through Friday in accordance with current practice. Weekend call coverage will be limited to:

- Saturday, 8:00 p.m. through Sunday, 8:30 a.m.
- Sunday, 8:00 p.m. through Monday, 8:30 a.m.

3. Weekend Position Vacancies

In the event one or both weekend positions cannot be filled through the above process on or before January 3, 2027 or the position becomes vacant, the Employer will first seek volunteers to provide coverage for the scheduled Saturday and/or Sunday shifts associated with the vacant position(s).

If sufficient volunteer coverage is not obtained, nurses will be scheduled for Saturday and Sunday day shifts in reverse seniority order, on a rotational basis.

PACU nurses will continue to provide weekend on-call coverage.

4. Scheduling Limitation

When PACU nurses are scheduled to cover weekend shifts due to a weekend position vacancy, a PACU nurse may not schedule/work a scheduled weekend shift consecutively with an on-call shift. For example, a nurse assigned to a scheduled Saturday shift from 8:00 a.m. to 8:30 p.m. may not schedule/work the Saturday night on call shift starting at 8:00 p.m. that evening.

Virtua
to
Health Professionals and Allied Employees, AFT/AFL-CIO

Presented to the Union: June 12, 2026 (2nd proposal)

ARTICLE 5. PROFESSIONAL PRACTITIONER STATUS

Virtua proposes the following changes (blacklined against Virtua's first proposal of 6/12/26) to Section 5.6.

5.6 Staffing – Hospital

General

Virtua and the Union believe that the Practice of Nursing drives the method in which staffing decisions are made. We further 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 quality sensitive indicators will be considered in determining appropriate staffing levels. Virtua shall maintain staffing levels to preserve quality patient care and employee safety at all times.

I. Staffing Regulatory Guidelines

The Hospital shall abide by all staffing guidelines promulgated by the NJSDOHSS and shall also consider professional guidelines and standards as developed by recognized Specialty Nursing Organizations (e.g. Emergency Nurses Association, Association of Women's Health, Obstetrical and Neonatal Nurses (AWHONN), etc.) to further define staffing parameters.

II. Hospital Staffing Guidelines

A. Development of staffing guidelines for units

1. The Hospital will maintain staffing guidelines for units not addressed in II.E, which shall be available on each unit. The guidelines are subject to modifications by Virtua as circumstances warrant. The Hospital shall provide notification to the Union of at least 14 days before any changes to the applicable guidelines.
2. In the event of the creation of a new unit, the Hospital will notify the Union of the expected staffing guidelines at least 30 days prior to the unit opening and, upon request, will meet to discuss prior to the opening of such unit.

- B. Factors to be used in maintaining and developing staffing guidelines
 - 1. Patient data indicators
 - a) Admissions/Discharges
 - b) Patient Days
 - c) Length of Stay
 - d) Visit Volume
 - 2. Patient outcomes
 - 3. Structure indicators
 - a) Nursing hours per patient day/units of service/visit volume
 - b) Use of agency staffing
 - c) Staff turnover
 - d) Overtime/worked hours
 - e) Staff qualifications (experience, education, certification)
 - f) Skill mix
- C. In order to achieve staffing guidelines the Employer may utilize the following:
 - 1. Posting of overtime and extra shifts
 - 2. Weekend Program
 - 3. Reassignment
 - 4. Cancellation
 - 5. Voluntary On-Call
 - 6. Agency
 - 7. Critical Shift Differential

8. The Employer may utilize Ancillary personnel to support staffing
- D. In the event that Virtua establishes an acuity system during the term of this Agreement it will seek input from the Union. The determination shall be within Virtua's sole discretion.
- E. Minimum Staffing Levels for the Below Inpatient Units

The following will be effective on or before January 3, 2027:

1. One registered professional nurse for every 5 MedSurg patients.
 2. One registered professional nurse for every 4 intermediate patients.
 3. One registered professional nurse for every 2 intensive care patients, as clinically indicated. (The parties recognize that, in some situations, 1:1 is appropriate due to patient acuity and other factors).
 4. One registered professional nurse for every 6 behavioral health unit patients. At all times, there shall be one additional staff member (RN or other staff member) dedicated to q15-minute checks.
 5. All in-patient units shall be staffed with no fewer than 2 nurses
- F. Instances may arise in which the above levels cannot be met, including but not limited to the following circumstances:
1. Unexpected emergent circumstances
 2. Unexpected changes in patient volume
 3. Changes in patient acuities
 4. Unexpected absences

The Hospital will make all reasonable attempts to return to established levels throughout the shift, in the event of such circumstances, which may include seeking available staff (including per diems and activating voluntary on-call) and offering available time (whether regular or overtime). The Hospital shall maintain documentation of these attempts.

III. Staffing Committee

During the term of this Agreement, the parties shall maintain a Staffing and Scheduling Committee made up of four (4) members representing diverse practice areas appointed by the Union, and four (4) members appointed by Virtua, one of which will be the Chief Nurse Executive of Virtua Memorial. The Union shall provide Virtua with the names of its appointed members on an annual basis, and provide reasonable written notice of a change in membership. Committee members shall be afforded time during working hours to attend its meetings and shall receive pay for time spent at such meetings. Members who attend when not scheduled to work shall be compensated at their base rate of pay.

Either party may request additional individuals to attend a meeting to discuss unit specific issues. Employees who are not Committee members but who are invited to attend Committee meetings during their regularly scheduled hours shall be allowed time away from their units without loss of pay pursuant to Section 5.3. Employees who attend when not scheduled to work shall be compensated at their base rate of pay. The meetings shall be held monthly or more often by mutual agreement.

The purpose of the Committee is:

1. Review data about staffing guidelines and levels, patient care assignments, caseload, work assignments, and other staffing issues.
 - a. Electronic “Unsafe Staffing Form”: Employees shall use an electronic “Unsafe Staffing Form” developed by the Employer and the Union to report alleged unsafe and/or improper staffing. Virtua will respond to the unsafe staffing forms within 7 business days of date of submission of such forms. The response shall address the specific concern(s) described on the form.
 - b. Where staffing levels are not met, the Hospital shall provide the Committee, upon request, with documentation reflecting the specific efforts made to meet such levels.
2. Examine and make recommendations regarding the appropriateness and feasibility of establishing self-contained units.
3. Review data of patient outcomes and satisfaction. Review HCAHP, Press Ganey and other patient satisfaction results. HCAHP results shall be sent to the Union President and Staffing Committee Chairperson monthly.
4. Make staffing recommendations based on evaluation of data; but, in no event can the Staffing Committee implement or move forward in enacting any ideas/recommendations.
5. Evaluate compliance with I. above.
6. Make recommendations regarding any other pertinent issues of staffing.

7. Review and discuss data regarding the effectiveness of the tele sitter program, and the use of ancillary staff to support staffing if identified in unsafe staffing forms.
8. Review the hospital's staffing grids and make recommendations as appropriate regarding modifications aimed at improving patient care and outcomes.
9. Where there are trends in Unsafe Staffing Forms, the Union may add the topic with the identified forms to the agenda of the next Staffing Committee meeting. The agenda, with the identified forms and responses, shall be forwarded to the Staffing Committee seven (7) days before the scheduled meeting, to allow the Employer to appropriately prepare to discuss the issue(s) identified. The Staffing Committee will provide the Union relevant information pertaining to the discussion of Unsafe Staffing Forms.

The Staffing Committee will provide to the Union relevant information pertaining to staffing issues. Both parties acknowledge that the information reviewed in these Committee meetings is sensitive and will not be used for any purpose beyond the submission of reports and/or recommendations to the Employer. Minutes of each meeting will be maintained.

IV. Dispute Resolution

After January 3, 2027, in the event that the staffing levels for in-patient units (described in Section 5.6.II.E) are not met on average, over a calendar quarter, HPAE and the Hospital agree that the best way to address this issue is to work together. First, the Union will raise the issue in writing with the CNO and AVP of Patient Care Services for the unit(s) in question within fourteen (14) days of the end of the calendar quarter. The Local President, CNO and the AVP Patient Care Services for the unit(s) in question will meet and discuss within fourteen (14) days of receipt of the Union's writing. The parties will work together to resolve the issue in a mutually acceptable manner. If the matter is not resolved after good faith efforts and the issue is still ongoing, then HPAE may refer the matter to arbitration within fourteen (14) days of the meeting.

The parties agree that AAA shall handle arbitrator selection in the following manner: Within three (3) business days of receipt of the Union's demand, AAA shall submit a list of fifteen (15) arbitrators. Each party shall have two (2) business days to strike up to seven (7) names and rank the remaining eight (8) in order of preference. AAA shall appoint the mutually preferred arbitrator. The parties shall work with AAA and the arbitrator to select the parties' first mutually-agreeable date. The arbitration shall be limited to one day, with each party having equal time to present their case, unless the parties agree otherwise. The parties agree that no post-hearing briefs will be filed and no stenographic record will be taken and the arbitrator will issue a decision within seven (7) days of the arbitration.

The arbitrator shall decide only whether the Employer made a good faith effort to follow the staffing levels, in the absence of the circumstances described in Section 5.6.II.F. In the event

of an arbitration arising out of this Article, the sole remedy the arbitrator is empowered to award is a direction to return to compliance with the staffing levels at issue.

Virtua
to
Health Professionals and Allied Employees, AFT/AFL-CIO

Presented to the Union: June 12, 2026 (2nd proposal)

ARTICLE 6. WAGES AND OTHER MONETARY BENEFITS

1. ***One-Time Market Increase:*** Increase the base salary of all employees by \$1.25 per hour, effective the first pay period after May 31, 2026 (applied retroactively).
2. ***First Year Wage Increase:*** After the market increase, effective on the first pay period after May 31, 2026 (to be paid retroactively), the base hourly rates described in Table A of Article 6 shall be increased by four percent (4%).
3. ***Wage Increases in Years Two and Three of CBA:*** Increase the base hourly rates in Table A of Article 6 by an additional three percent (3%) in 2027 and three percent (3%) in 2028. These increases shall be effective in the first pay period after May 31 of each year.
4. ***Per Diems.*** Per Diems receive the same percentage increases and market increase to their base hourly rates as outlined in (1), (2) and (3) above.
5. ***Step Increases.*** Step movement for each year of the CBA, pursuant to Article 6.2.
6. ***Step 31.*** Virtua will add a 31st step to Table A, Wage Scale. Step 31 will be \$60.45, which is the equivalent of adding thirty cents (30¢) to the current Step 30 of \$60.15. The market increase and percentage increases described above will be added to \$60.45, for the purpose of calculating the 2026-2028 Step 31 wage rates.
7. ***Charge pay in Section 6.5.4:*** Effective on the first pay period after May 31, 2026 (to be paid retroactively), employees designated as shift coordinators (charge nurse) shall be paid an additional \$2.00 per hour for time worked while in charge.

Virtua
to
Health Professionals and Allied Employees, AFT/AFL-CIO

Presented to the Union on: June 12, 2026 (2nd proposal)

MCH STAFFING

The Employer proposes the following Side Letter (redlined against the Employer's last proposal of 6/12/26):

A. MCH Float Resource Nurse

On or before January 3, 2027, MCH will create an MCH Float Resource Nurse assignment. This will add 1.5 FTE to the current MCH float pool. The assignment will be scheduled Monday to Friday, 12 hours per day, at times to be determined by the Employer. The MCH Float Resource Nurse will be part of the MCH float pool and will receive the float premium (Art. 4.11).

The responsibilities of the MCH Float Resource Nurse may include supporting: c-section deliveries, deliveries that require neonatal attendance, the stork nurse, and unexpected acuity changes. The nurse leader will facilitate the MCH Float Resource Nurse's shift responsibilities in accordance with the needs of the departments, including patient assignments as needed. The provisions Art. 4.11, with the exception of Art. 4.11(6), shall apply to the MCH Float Resource Nurse.

There may be times when it is necessary for an MCH Float Resource Nurse to take a patient care assignment, with the understanding that they will return to the MCH Float Resource Nurse assignment as soon as possible.

The effectiveness of the assignment will be evaluated by leadership after six (6) months to determine if changes are needed. Virtua shall have the discretion to determine whether to retain, modify or discontinue the assignment following consultation with the Union.

The staffing committee may discuss the MCH Float Resource Nurse assignment during committee meetings.

B. MCH Additional Staffing

On or before January 3, 2027, there will be 2 additional positions on day shift in MCH (which may be a combination of full-time and part-time positions), ~~of which at least one will be a new posting.~~

Virtua
to
Health Professionals and Allied Employees, AFT/AFL-CIO

Presented to the Union: June 12, 2026

ARTICLE 5. DRESS CODE

5.1 Dress Code:

1. This serves as an addendum to the Virtua Dress Code policy: ...
 - E. All other Clinical Areas:
 1. Mother Baby Unit, Pediatrics and Special Care Nursery: Navy blue scrubs are required.
 2. Labor & Delivery: Hospital laundered scrubs will be provided by the hospital.
 3. Health Promotions: Navy blue scrubs or lab coat with business casual attire is required.
 4. All other areas: Navy blue scrubs are required.

In addition to the contract changes proposed above, the Employer proposes a bonus for all employees in the bargaining unit to be paid in the pay period immediately following July 5, 2026 as follows: Five Hundred Dollars (\$500.00) for full-time employees and Two Hundred Fifty Dollars (\$250.00) (less standard payroll deductions) for part-time and per diem employees. Such payment will be made to all employees in the bargaining unit as of the date the payment is made. This bonus may be used for purchase of work apparel or otherwise, as the employee chooses. The navy blue scrub requirement will be effective July 5, 2026.

Virtua
to
Health Professionals and Allied Employees, AFT/AFL-CIO

Presented to the Union: June 12, 2026

ARTICLE 8. SHIFTS, DIFFERENTIALS AND CLINICAL GROUPINGS

Virtua makes the following proposal for a new Section 8.4.10. (This proposal is a counter proposal to the Union's proposal concerning Section 8.5). This proposal is redlined against Virtua's last proposal of May 29, 2026.

8.4 On-Call

10. **Procedural units not open on the weekend:** Where a Virtua recognized holiday (as listed in Section 8.5) falls on a Saturday, procedural units not open on the weekend shall be closed for regularly scheduled business hours on the immediately preceding Friday. Where such a holiday falls on a Sunday, such units shall be closed for regularly scheduled business hours on the immediately following Monday. On these Fridays and Mondays, each such unit's needs on day shift shall be covered by employees on call. Employees may volunteer for call and shall be selected in order of volunteer. Where there are insufficient volunteers to cover call needs, the Employer shall select employees for call in reverse seniority order. Call on these day shifts shall be paid at double the regular call rate (i.e., \$10/hour). If called in, the employee will be paid at time and a half. The Fridays and Mondays as described in this Section shall not be considered holidays under this Agreement for any purpose. PACU will be subject to this Section 8.4.10.

HET