

A G R E E M E N T

BETWEEN

ROBERT WOOD JOHNSON UNIVERSITY HOSPITAL

- and -

UNITED STEELWORKERS INTERNATIONAL UNION

**ON BEHALF OF USW LOCAL 4-200 EFFECTIVE DATES - FROM DECEMBER 15,
2023 TO JUNE 30, 2026**

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AGREEMENT

THIS AGREEMENT is made this 15th day of December 2023 by and between ROBERT WOOD JOHNSON UNIVERSITY HOSPITAL, a non-profit corporation of the State of New Jersey (hereinafter referred to as the “Hospital”) and UNITED STEELWORKERS INTERNATIONAL UNION ON BEHALF OF USW LOCAL 4-200 (hereinafter referred to as the “Union”).

PURPOSE AND INTENT

It is the intent of the parties hereto to set forth their agreement with respect to rates of pay, hours of work, and conditions of employment.

Article 1. RECOGNITION AND RESPONSIBILITY

1.1 The Hospital hereby recognizes the Union as the sole and exclusive bargaining agent pursuant to Certification of the National Labor Relations Board, Twenty-Second Region, dated February 22, 1978 (22-RC-7367), as amended by the parties, for a bargaining unit of all full-time and regular part-time registered nurses and graduate nurses employed by Robert Wood Johnson University Hospital at its New Brunswick location, including those registered nurses and graduate nurses employed as registered nurse first assistants, staff nurses, in-service education instructors, infection control nurses, utilization review nurses, community health nurses, urology clinical coordinator, home trainer coordinators (dialysis), home trainers renal dialysis, field service worker/discharge planning nurses, Sr. discharge planners, discharge planning nurses, assistant head nurses-operating room, scoliosis program coordinators, program coordinators, Pediatric Chronic Disease Program, Cardiac Catheterization nurses, cardiac rehabilitative nurses, special procedures nurses, vascular laboratory nurses, lithotripter nurse, oncology nurses, employee health nurses, Rapid Response Registered Nurse (RN), and all positions considered bargaining unit as of July 1, 2018 but excluding all clinical supervisors, assistant directors, directors of home care, administrative supervisors, head nurses, assistant head nurses (except operating room), all other professional employees other than registered nurses, technical employees, service and maintenance employees, clerical employees, guards and supervisors within the meaning of the Act and all other employees.

1.2 Whenever the terms “employee” or “employees” are used hereinafter in this Agreement, they shall be deemed to apply only to employees of the Hospital who are included within the bargaining unit above described. Reference in this Agreement to any particular gender shall include the appropriate gender as the text of the Agreement may require.

1.3 During the term of this Agreement:

(a) The Hospital agrees that it shall not raise or challenge the non-supervisory status of any positions currently in the bargaining unit. The parties further agree that any positions currently in the bargaining unit, irrespective of any future ruling by the National Labor Relations Board, will continue to be considered part of the bargaining unit.

(b) The parties agree that the Head Nurses will continue to be assigned a patient assignment at the discretion of the Hospital.

1.4

The Hospital shall have the right to hire temporary employees and utilize corporate float pool employees consistent with the terms of this subsection. The Hospital shall notify the Union of the name of each temporary employee or Corporate Float Pool nurse hired by the hospital and the purpose for which such temporary employee or Corporate Float Pool nurse was hired at the time the temporary employee or Corporate Float Pool nurse is hired. A temporary employee or Corporate Float Pool nurse may be hired for temporary employment for a period not exceeding three (3) months. The said three (3) month period may be extended up to an additional three (3) months with the consent of the Union, which shall not be unreasonably withheld. No temporary employee or Corporate Float Pool nurse shall be required to join the Union during the first three (3) months of his/her employment. Temporary employee or Corporate Float Pool nurse is any employee hired on payroll for a predetermined amount of time typically for a specific purpose or project.

1.4

(a) The Hospital shall have the right to hire contracted employees. At management's discretion, all attempts to not utilize contracted employees will be made to manage staffing needs; bonuses will be established for staff based on the staffing needs of the organization. The Hospital shall notify the Union of the name of each contracted employee hired by the Hospital and the purpose for which such contracted employee was hired at the time the contracted employee is hired. An employee may be hired for contracted employment for a period not exceeding three (3) months. No contracted employee shall be required to join the Union during the first three (3) months of his/her employment. Contracted employees will only be allowed to do two (2) contracts within one year and then must take a break from the Hospital for one year. However, in times of greater need, if there is no other available contracted employees the Hospital will request from the Union in writing to adjust this procedure for patient

safety. This shall not be unreasonably withheld. A contracted employee is an individual who is employed by another employer who provides services within the hospital.

1.5 The Hospital shall have the right to hire part-time employees as the Hospital may deem necessary. Contracted employees, part-time employees who are not regularly scheduled by the Hospital to work at least thirty-two (32) hours per bi-weekly pay period, and employees hired under special arrangements such as the weekend program shall not be entitled to fringe benefits, except as otherwise provided herein. Part-time employees who are regularly scheduled to work at least thirty-two (32) hours per bi-weekly pay period shall receive pro rata benefits based on their actual status except as otherwise hereinafter provided:

(a) However, part time employees regularly scheduled by the Hospital to work at least twenty-four (24) hours per bi-weekly pay period shall accrue bargaining unit seniority in accordance with the seniority provisions of the Collective Bargaining Agreement.

(b) Employees scheduled to work three (3) twelve (12) hour shifts per week shall be treated as full-time employees for the purposes of seniority, long-term disability, rotating shifts, tuition reimbursement and effective December 15, 2023 for health and dental benefits also. Employees scheduled to work three (3) twelve (12) hour shifts per week shall receive 90% of the regular employee benefit package, including vacations, sick days, personal days and holidays, and eligibility for night shift incentive bonus (see Article 34).

(c) Part-time employees shall be entitled to participate in the Robert Wood Johnson University Hospital Retirement Plan, subject to the terms and conditions contained therein, as amended from time to time as described in Article 15.

1.6 On October 27, 2010, the Hospital and Union agreed to require staff who recently obtained an Associate Degree or Diploma degree and subsequent RN license to be eligible to transfer to an RN position. Within five years of the transfer day, the person will be required to obtain a BSN. If such is not obtained, then the individual would be allowed to transfer to a non-RN position if one is available. Only upon meeting the BSN criteria would the person then be allowed to apply for a Registered Nurse position in the future. All staff in this category will be provided the requirement in advance and shall execute understanding in writing.

Article 2. UNION SECURITY AND DUES CHECK-OFF

2.1 Each employee who, on the effective date of this provision, is a member of the Union and each employee who becomes a member after that date shall, as a condition of employment, maintain membership in the Union. Each employee who is not a member of the Union on the effective date of this provision and each employee who is hired thereafter shall, as a

condition of employment, beginning the first month following the completion of the probationary period, acquire and maintain membership in the Union.

2.2 Those employees who elect to refrain from joining the Union and who perfect an objection pursuant to the Union's Nonmember Objection Procedure (NOP) shall be entitled to receive from the Union quarterly advance reduction payments consistent with the NOP. The Union reserves the right to modify the NOP from time to time, including to modify the NOP, within its good faith judgment, to comply with any decisions of the NLRB or court of competent jurisdiction ruling upon the NOP.

2.3 Wherever paragraph 2.1 or 2.2 is applicable:

(a) The Hospital will check-off bi-weekly dues or the dues equivalent including, where applicable, initiation fees and assessments, each in amount designated by the International Union Secretary-Treasurer, effective upon receipt of individually signed voluntary check off authorization cards. The Hospital shall, within fourteen (14) days from each deduction, postmark by first class mail any and all amounts so deducted to the International Union Secretary-Treasurer. The information requested on Attachment 1 will be forwarded to the International Union Secretary-Treasurer.

(b) The Hospital will distribute materials to be prepared by and provided by the Union to new bargaining unit employees during orientation. A Union Representative at the end of the Hospital's orientation program, on his/her own unpaid time, may meet with new employees on a voluntary basis to discuss the merits of joining the Union.

(c) The Union will be notified of the amount transmitted for each employee (including the hours and earnings used in the calculation of such amount) and a monthly list of employees that did not have this deduction taken and the current system status of those employees, i.e., new hire status, leave of absence, separation of employment, and promotion out of the bargaining unit.

(d) The International Union Secretary-Treasurer and/or the Local Union shall notify the Hospital in writing of any Employee who is in violation of any provision of Paragraph 2.1 or 2.2 above.

(e) The Union shall indemnify the Hospital and hold it harmless against any and all suits, claims, demands and/or liability arising out of or by reason of any action that shall be taken by the Hospital for the purpose of complying with the foregoing provisions of this Article or in reliance on any list or notice which shall have been furnished to the Hospital under any such provision.

Article 3. PROBATIONARY PERIOD

3.1 Newly hired employees shall be considered probationary for a period of three (3) months from the date of employment. Probation may be extended by the number of missed shifts that occurred during the three (3) month probationary period. The Union will be notified by U.S. mail and email of any extensions for this reason. The Hospital and the Union may mutually extend the probation-for a period not to exceed thirty (30) days. The affected employee shall be notified of such extension.

3.2 During or at the end of the probationary period, the Hospital may discharge an employee at will and such discharge shall not be subject to the grievance provisions of this Agreement.

Article 4. SOLICITATION AND BULLETIN BOARD

4.1 Other than as provided in Article 20 (Grievance and Arbitration), no employee is permitted to solicit any other employee whatsoever, during the working time of the employee solicited or the working time of the employee soliciting. In addition, no employee may solicit any other employee in patient care areas or in halls and corridors adjacent to immediate patient care areas for any purpose whatsoever, regardless of whether the solicitation occurs during working or non-working time. Patient care areas include patients' rooms, operating rooms, emergency rooms, and places where patients normally receive treatment, such as in radiology and therapy areas. Solicitation includes raffles, pools, collections for any purpose, the sale of tickets or merchandise, or solicitation for any other purpose. This restriction on solicitation during working time does not apply during break periods, mealtimes, or other specified periods during the workday when employees are properly not engaged in performing their work assignments provided such solicitation does not occur in patient care areas or in halls and corridors adjacent to immediate patient care areas.

4.2 The Hospital shall provide the Union with five (5) adequate bulletin boards on which the Union or its members may post notices pertaining to Union business, as follows:

(1) Outside the entrance to the dining room; (2) proximate to the elevator serving the French Street entrance to the Hospital; (3) at the first floor corridor of the 1958 Hospital Building proximate to the elevators; and (4) in the CORE building and, (5) in the Children's Hospital on the second floor at the top of the stairs outside 2E/2W. Any notices posted on these bulletin boards shall be subject to the prior approval of the Hospital Sr. V-P, Human Resources, before being posted. The Hospital shall have the right to remove any notices posted on the bulletin board which are posted without the prior approval of the Hospital Sr. V-P, Human Resources, or which do not, in the opinion of the Hospital, pertain to the Union's business.

4.3 The Union will appoint up to eighteen (18) stewards. The names of stewards shall be submitted to the Hospital Personnel Office after the execution of this Agreement, and the Hospital shall be advised in writing of any changes, along with the names of all successors or replacements, within seven (7) calendar days of the change or replacement. Stewards shall be selected to insure representation on all shifts and in as many clinical areas as possible.

Article 5. SENIORITY

5.1 Seniority shall be defined as the length of an employee's continuous service with the Hospital. The employee with the most continuous service shall have the greatest seniority and the employee with the least continuous service shall have the least seniority. Seniority shall be computed in years, months and days from the date of last hire as a registered nurse. All existing case managers as of August 2006 are recognized with all past bargaining unit service.

5.2 An employee's seniority shall commence after the completion of the employee's probationary period. Upon successful completion of the employee's probationary period, seniority shall be computed from the employee's date of last hire.

5.3 The Hospital shall provide three (3) weeks notice to the Union in advance of any permanent layoff, except in emergency situations. In the event of a layoff or other reduction in the workforce, probationary employees in the affected unit shall be laid off first without regard to their individual period of employment. Non-probationary employees in the affected unit shall be laid off on the basis of bargaining unit seniority (in inverse order of seniority) provided the remaining employees are qualified to perform the remaining available work. In the event a non-probationary employee is scheduled to be laid off and there is a vacant position the employee has the present ability to perform, then the employee can bump into the vacant position or elect layoff status. If there is no such vacant position, the employee scheduled to be laid off may bump into the position held by the most junior person in the bargaining unit whose position the employee scheduled for layoff has the present ability to perform. The junior employee bumped by the senior employee shall then be laid off and shall have no right to bump another employee. In the event of a layoff, vacant positions shall be treated as filled positions for purposes of bumping rights and there shall be only one bump per laid off employee with the exception of probationary employees who shall have no bumping rights.

In the event the employee's original position becomes available any Hospital limitation on transfers shall not apply.

In the event of a recall, an employee shall be returned to work in the inverse order in which such employee was laid off provided that such employee has the present ability to perform the work.

If a bargaining unit employee is permanently laid off, such employee shall receive two (2) weeks notice. If the employee does not receive such notice, the employee shall receive two (2) weeks severance pay.

5.4 Notwithstanding any of the provisions of this Article, all seniority rights shall be lost, and an employee will be considered to have a break in “continuous” service, if any of the following conditions or circumstances occurs:

(a) An employee voluntarily quits. In the event the employee is reemployed by the Hospital within one (1) month from the employee’s date of resignation, the employee will not sustain a loss of seniority; or

(b) An employee is discharged; or

(c) An employee has been laid off continuously for a period of eight (8) months; or

(d) An employee does not respond to recall after a layoff within five (5) working days from the mailing of a recall notice sent by Certified Mail, Return Receipt Requested, to the employee at the employee’s last known address on the Hospital’s payroll record advising the employee that work is available; or

(e) An employee fails to report for work at the expiration of a leave of absence, or giving a false reason for obtaining a leave of absence; or

(f) If an employee is absent from work for two (2) consecutive days without notifying the Hospital. In the event an employee fails to give said notification, the employee may be reinstated without loss of seniority by furnishing a reason for such failure satisfactory to the Hospital; or

(g) An employee does not work or is otherwise absent from employment for any reason other than workers’ compensation for a period of twelve (12) months. For employees on workers’ compensation, the period shall be eighteen (18) months; or

(h) An employee who leaves the bargaining unit for a non-bargaining unit position within the Hospital for a continuous period that exceeds thirty (30) days.

5.5 In the event the Hospital intends to fill a bargaining unit job or creates a new job which would be applicable to the bargaining unit, the Hospital shall post notice of such available position and employees may apply for such position as follows:

(a) The Hospital shall post all positions including temporary positions. Temporary positions will be six (6) months with the hospital having the right to request additional time in order to complete a project. The Union will be notified in writing of these requests and they will not be unreasonably denied. However, these positions will not remain temporary for undefined periods of time.

(b) The Hospital shall post a notice of such available position on the Hospital intranet. If an employee wishes to increase or decrease their hours, they must apply to a posted position. The time to apply for such positions will be seven (7) days from the date the position is posted on the Hospital intranet. A copy of such notice shall be submitted to the Union and the Chief Shop Steward at the time of posting. An employee (including those on leave or those who are ill) desiring to apply for such position shall complete a transfer request form in writing within the seven (7) day posting time frame. The Hospital shall consider the application(s) of incumbent bargaining unit employees before considering other persons who have made application. Internal candidates are not required to have their BSN. In making its decision, the Hospital shall award the position to the applicant who, in the opinion of the Hospital, is most able and qualified to perform the work. In the event there is no difference in the ability of one or more such applicants to perform that work, then the Hospital shall award the position to the bargaining unit employee with the greatest bargaining unit seniority. If the Union desires to submit to the grievance procedure the question of whether any such decision of the Hospital is arbitrary, it may do so. The Hospital shall notify all applicants of their acceptance or non-acceptance as soon as reasonably possible. The applicant awarded the position shall be transferred to his/her new position within six (6) weeks of accepting the bid and notifying her/his department.

(c) The successful applicant for the position, if a bargaining unit employee, must perform the job to the satisfaction of the Hospital within three (3) months after the date such position had been filled. Should the employee fail to perform the job to the satisfaction of the Hospital, the employee shall be returned to the employee's former job and at the employee's former wage rate if previous position is still available. In the event the employee's previous position is no longer available, employee will be given 30 days to secure another position. If there are no positions for the employee to transfer into the employee will be separated after 30 days. An employee may return to his/her original position, if the position is still available, within a period of thirty (30) calendar days after starting in the transferred position.

(d) In the event the Hospital decides to create a new classification applicable to the bargaining unit, the Hospital shall notify the Union of any such decision at least fourteen (14) days before it posts a notice of such available position pursuant to Article 5.5(a). At the time of notification that the Hospital has decided to create a new classification applicable to the

bargaining unit, the Hospital shall also forward to the Union a copy of the job description of the new classification and the minimum wage rate the Hospital has established for the new classification.

(e) The Hospital shall maintain job descriptions for all classifications covered by this Agreement. Upon request to the Senior VP, Human Resources or his or her designee, the Hospital shall provide the Union with any existing job descriptions and/or individual position descriptions for covered employees. It is recognized that changes to job titles and duties may be necessary.

5.6 An employee who is in an acting position outside of the bargaining unit within the Hospital shall continue to accrue his or her seniority for a period not to exceed six (6) months. The Hospital will provide on a quarterly basis a list that contains the names of all Registered Nurses and their start dates in acting capacities on the applicable units.

Article 6. WAGES

6.1 The following shall constitute the minimum wage rate for the applicable job classification for bargaining unit employees:

<u>Title</u>	<u>Effective 12/15/23</u> -	<u>Effective 7/1/24</u>	<u>Effective 7/1/24</u>
RN First Assistant (Rates listed are \$2.00 higher than highest paid level in Stipulation 1.	\$68.95	\$71.30	\$73.72
RNFA's with 10 years or greater of continuous service with RWJUH shall receive a \$4.00 higher than the highest paid level in Stipulation 1).	\$70.95	\$73.30	\$75.72
Registered Nurse	\$45.15	\$46.48	\$47.85

6.2 The June 30, 2023 rate shall be increased in accordance with Stipulation I attached. RNs shall move to the next step on the scale on December 15, 2023, and July 1, 2024 and July 1, 2025.

6.3 A new hire must be employed for one year before the new hire moves to the next step. After that, the new hire will move on the July 1st with the rest of the bargaining unit.

6.4 The Hospital shall have the right to credit a prospective employee within such classifications with all or any portion of such employee's employment experience before employment by the Hospital. The crediting of all or any portion of a prospective employee's experience shall be determined by the Hospital in its sole discretion either at the time such prospective employee commences employment with the Hospital, or during the employee's probationary period. Where the Hospital credits a prospective employee with all or any portion of their employment experience, such employee, upon the successful completion of the employee's probationary period, would be paid at a rate commensurate with their credited experience. Thereafter, an employee who has been credited with all or any portion of their employment experience before employment by the Hospital shall, upon such employee's accrual of seniority with the Hospital, be compensated at the applicable rate for such employee's classification based upon the employee's seniority with the Hospital in addition to the number of years' experience the employee has been credited at the time of such employee's employment. Any pay increases applicable to the accrual of an additional year of seniority would be effective at the beginning of the pay period nearest to the employee's actual seniority date. The Hospital shall have the right to consider Hospital healthcare experience of Hospital employees in the classifications of paramedics, LPNs, and respiratory therapists. The Hospital, at its sole discretion, will credit these employees for no more than three (3) years on the experience scale, at the most on a one-for-one basis.

6.5 Effective upon ratification, an employee who has been continuously employed by the Hospital in a registered nurse capacity for ten (10) or more years shall be entitled to longevity pay differential in an amount equal to seventy-five cents (\$.75) per hour in addition to the employee's wage rate (after application of the across-the-board increases). An employee who has been continuously employed by the Hospital in a registered nurse capacity for fifteen (15) or more years shall be entitled to longevity pay differential in an amount equal to fifty cents (\$.50) per hour in addition to the employee's wage rate (after application of the across-the-board increases) for a total longevity differential of one dollar (\$1.00.) per hour. Employees with 20 years of service as an RN at the Hospital shall receive an additional fifty cents (\$.25) per hour longevity differential for a total longevity differential of one dollar and twenty five cents (\$1.25) per hour (after application of the across-the-board increases). As of the pay period closest to July 1, 2014, An employee with 25 years or more of service as an RN at the Hospital shall receive an additional fifty cents (\$.25) per hour longevity differential for a total longevity differential of one dollar fiftycents (\$1.50) per hour (after application of the across-the-board increases).

6.6 Subject to Article 32 of this Agreement an employee who holds a Baccalaureate Degree in Nursing (BSN) from an NLNAC or CCNE or APHA accredited college or university will be paid an additional twenty-five cents (\$.25) per hour, which will be incorporated as a differential to the employee's hourly wage rate. Any nurse hired on or after July 1, 2012, will not be eligible for the BSN differential unless the hospital revises the hiring criteria for newly hired

nurses to something other than a BSN. Any RN receiving the BSN differential as of the date of any change in hiring criteria, will continue to receive their differential. An employee who holds a Master's Degree in Nursing (MSN) from an NLNAC or CCNE accredited college or university will be paid an additional one dollar (\$1.00) per hour (total of one dollar twenty-five cents (\$1.25) for BSN and MSN) which will be incorporated as a differential to the employee's hourly wage rate. Across-the-board increases will not be applied to these differentials.

6.7 Subject to Article 32 of this Agreement a nurse who possesses one of the following certifications will be paid a differential of one dollar seventy five cents per hour (\$1.75) and then will increase to two dollars (\$2.00) per hour (beginning July 1, 2017) added to the employee's hourly wage rate. The certifications for which the differentials will be paid are found in the Appendix to this article. Certifications not listed on the attached appendix, which are recognized by the American Nurses Credentialing Center (ANCC) and deemed relevant to the clinical specialty by the Chief Nursing Officer or designee will be reviewed and agreed upon by the Union and Hospital leadership. The differential will be added to the employee's hourly wage rate for as long as the employee maintains a current, valid certification, and no differential will be paid until the employee submits proof of certification in a form acceptable to the Hospital. When the certification requires periodic renewal, it will be the employee's obligation to provide proof of renewal. No more than one certification will be paid to a nurse at any given time and will be paid only when the nurse is working in an area which relates directly to the certification for which he/she is being paid. Employees, who transfer from one unit to another, shall maintain their certification pay for two (2) years or until the certification expires, whichever occurs earlier. Across-the-board increases will not be applied to the certification differentials.

6.8 The Hospital shall have the right to require a bargaining unit employee to perform work other than that work which the employee would otherwise perform. In the event the Hospital requires such employee to perform such work, the employee shall be paid the employee's regular wage rate.

(a) In the event that the Hospital should require a bargaining unit employee to perform work other than that work which the employee would otherwise perform for a period in excess of three (3) working days in any two (2) week pay period, the employee shall receive said employee's regular wage rate or the minimum wage rate for the classification to which such employee is assigned, whichever is higher.

(b) Bargaining Unit Registered Nurses who in the sole discretion of the Hospital, demonstrate the experience, leadership and knowledge that charge demands, and have successfully completed the Hospital's charge nurse training and orientation, may be assigned temporary charge on a rotational basis. In the event there are no volunteers, the Hospital can assign a nurse to serve as charge nurse. A temporary charge nurse shall be

available as a resource person at all times and show the ability and capability to assist staff as needed. The Hospital will provide a charge nurse with the lightest direct patient care assignment. An employee who is temporarily assigned to be in charge of a nursing unit by the Hospital for a continuous period of four (4) or more hours and who performs charge nurse responsibilities shall be paid a differential of two dollars (\$2.00) per hour (beginning July 1, 2018) for each hour the employee is required to be in charge in addition to the employee's hourly rate of pay retroactive to the first hour of performing such assignment.

The Hospital shall pay such employee the higher rate, if applicable, only when the employee has been assigned to work in a higher rated classification by the SVP of Nursing or her designee and where the employee actually performs the work of the higher rated classification.

6.9 Employees will receive seventy-five cents (\$.75) for every hour spent precepting an orientee. Effective January 1, 2021 preceptor pay will be increased to \$1.50/hr.

6.10 Claims of payroll errors must be reported to the Payroll Department by Thursday following the payday or else the employee will have to wait until the next regular pay cycle to have the error corrected.

6.11 Effective February 15, 2022, new hires assigned to the float pool and nurses that transfer into the float pool will be required to work weekends and holiday in accordance with Hospital requirements, and shall be eligible for a \$10.00 per hour float pool differential. However, float pool nurses employed prior to February 15, 2022 shall be grandfathered and shall not be required to work weekends and holidays, but also will not be eligible for the \$10.00 per hour float pool differential. If a grandfathered float pool nurse transitions into a float pool position requiring weekends and holidays, that float pool nurse will not be eligible to return to a grandfathered float pool position not requiring weekends and holidays.

Float pool assignments will be based upon competency and made in a fair and equitable manner. Any concerns regarding an assignment or the equitable distribution of assignments will be directed to the Vice President/Patient Care Services. If such issue remains unresolved it will be escalated to the CNO.

Article 7. HOURS OF WORK AND PREMIUM PAY

7.1 Work Week: The workweek is defined as seven (7) consecutive days commencing at 12:00 AM on Sunday and ending at 11:59 PM the following Saturday. However, if a shift starts prior to 11:00 PM on Saturday and the majority of the regular, scheduled hours of the shift fall after 11:00 PM, that shift will be credited to the following week.

7.2 Scheduled Work: Everything other than five eight hour shifts of work is considered an alternative work schedule, including but not limited to ten and twelve hour shifts of work. All shifts shall be continuous except for such unpaid lunch period as shall be scheduled by the Hospital as set forth in Section 7.4. Registered Nurses shall be entitled to two (2) days off during each seven (7) day period, except in the event of an emergency.

7.3 Overtime:

(a) Assignment of Overtime:

(1) Hospital shall have the right to require employees to work overtime but agrees to the limitations set forth in state legislation and regulations regarding mandatory overtime. Where monthly staffing meetings demonstrate a pattern for consistent use of mandatory overtime to fill the continuing need for nursing care, the Hospital will examine the potential for hiring staff to fill that need. Overtime must be offered to bargaining unit employees first. When a schedule is posted, a sign-up sheet shall be made available for staff to sign up for planned overtime. Overtime shall be distributed on a rotating basis among those individuals who have signed up for overtime. There will be no pyramiding of overtime.

(2) The Hospital will give a minimum one and one-half (1.5) hours notice for cancellation of voluntary overtime or extra shift. In the event that the Hospital does not provide at least one and one-half (1.5) hours notice, the Hospital shall pay the employee two (2) hours cancellation pay at the employee's regular rate. The cancellation pay provision does not apply when the Hospital attempts to contact the employee within a minimum one and one-half (1.5) hours notice. The Call Log will serve as conclusive proof that the Hospital attempted to contact the employee.

(b) Authorization of Overtime: All overtime should be authorized by the supervisor prior to working such overtime, except in the limited circumstance when a true patient emergency exists, and in that circumstance, the employee must contact his/her supervisor as soon as practicable given nursing care standards.

(c) Time and One-Half Payment: Any employee who is scheduled to work and who actually does work in excess of forty (40) hours in any workweek shall receive one and one-half (1½) times such employee's regular rate of pay, which includes step increases and applicable differentials, if any, as applied in current practice, for all time worked in excess of

forty (40) hours in any workweek. Examples of overtime calculations are attached as Appendix B.

(d) Non-Productive Paid Time Off: For the purposes of Article 7.3(c), the following shall be considered time worked for the purpose of calculating overtime: vacation days; personal days; holidays (see Article 34); bereavement leave; jury duty; and where the Hospital pays for and approves in advance, time spent on committees and at seminars. For each day that a committee meets when a Registered Nurse is not scheduled to work, the Registered Nurse must obtain advance approval from his or her Nursing Director in order for that committee time to be considered time worked for the purpose of calculating overtime.

(e) Compensatory Time Off: Granting employees time off “in lieu of” the payment of overtime is prohibited.

(f) The Hospital agrees to comply with any future legislation regarding the maximum number of hours that an employee may work. Registered Nurses will not be permitted to work more than sixteen (16) hours (excluding meal periods) in a twenty-four (24) hour period absent a declared Hospital emergency or patient emergency. On-call is not considered work time unless the employee is required by the Hospital to remain on the premises. In order for this provision to take effect, a Registered Nurse must notify his or her supervisor two (2) hours before he or she reaches the maximum hour limit so that the Hospital may find a replacement.

7.4 Meal and Rest Periods:

(a) Bargaining unit employees shall be entitled to a paid fifteen (15) minute rest period for each four (4) hours worked as may be scheduled by the Hospital. When an employee has not been relieved, the employee must request relief.

(b) Bargaining unit employees shall be entitled to one (1) unpaid meal period per eight (8) hour shift as may be scheduled by the Hospital. When an employee has not been relieved, the employee must request relief. If the employee works through his or her meal period, that thirty minute period will be counted as hours worked for the purposes of overtime.

7.5 Work Schedules: The Hospital shall post the work schedules and shift assignments of employees at least four (4) weeks in advance; however, nothing contained herein shall be construed to limit the right of the Hospital to change or modify such work schedules or shift assignments as circumstances may warrant in the sole and exclusive opinion of the Hospital. However, changes in the posted work schedules shall be by mutual agreement between the employee and the Hospital.

7.6 On-Call:

(a) The Hospital shall have the right to require employees to be on call at times other than when such employees are regularly scheduled to work. Parking must be provided in the main Hospital deck for all on-call personnel.

(b) Where monthly staffing meetings demonstrate a pattern for consistent and continuing need for nursing care, the Hospital will examine the potential for hiring staff to fill that need.

(c) On-call assignments shall be equitably distributed.

(d) Effective, December 15, 2023, employees scheduled to be on call shall receive a minimum of six dollars (\$6.00) per hour for each hour they are required to be on call, with a four (4) hour minimum guarantee paid at time and one half.

(e) Employees called in to perform work after the completion of the employee's normal workday and after they have left the Hospital premises shall be guaranteed a minimum of four (4) hours of work or pay from the time they report in at the Hospital. Parking will be provided in the main Hospital deck for on-call personnel.

(f) Employees who are required to remain on Hospital premises while they are on call shall be paid their applicable hourly rate for each hour they are required to remain on call but shall not receive any additional compensation when they perform work.

(g) Any employee required to remain at the Hospital while on call will be provided with a suitable room at the Hospital for use when such employee is not required to work. Under such circumstances, each hour the employee is required to remain on call on Hospital premises shall be counted as hours worked for the purpose of calculating overtime.

(h) Employees not required by the Hospital to remain on Hospital premises shall be available by telephone and/or pager and shall not be further distance travel time than thirty (30) minutes from the Hospital. Employees who are not required to remain on Hospital premises while they are on call shall receive their on-call pay plus their applicable hourly rate of pay at time and one half, for each hour they are called in to perform work payable from the time they report in at the Hospital. Under such circumstances, the on-call pay shall not be counted as hours worked for the purpose of calculating overtime, but the hours such employees work when called in shall be counted as hours worked for the purpose of calculating overtime.

7.7 On-Call Scheduling:

(a) Prior to establishing an on-call schedule for a unit, the Hospital will attempt to give 60 days notice to employees where possible. Under no circumstances will the Hospital give less than 30 days notice.

(b) The on-call schedule will be posted four (4) weeks in advance in conjunction with the staffing schedule.

(c) An employee will not be assigned on-call while on vacation provided the vacation was granted prior to the posted staffing schedule for the unit. An employee who receives approval for vacation (see Article 34) after the schedule is posted will be responsible for obtaining coverage if the employee was assigned on-call responsibility and chooses to relinquish it.

(d) An employee who is required to work weekends will not be scheduled on call on the employee's regularly scheduled weekend off and days off. Employees who are not required to work weekends or whose unit is closed on weekends may be assigned on-call on weekends. If an employee is called to work while on call, management will explore opportunities so that the employee may be relieved at the start of the employee's scheduled work shift immediately following the scheduled period of on-call duty, or if not possible, attempt to relieve that employee sometime during the course of that shift.

7.8 Travel Reimbursement:

(a) Employees who utilize their own vehicles in the performance of their duties shall be reimbursed at the rate set forth in the method of computing automobile expenses under Section 162 of the Internal Revenue Code for each mile traveled in performing such duties.

(b) An employee who is scheduled by the Hospital to report to the Hospital before proceeding to his/her assigned work, shall receive such reimbursement for each mile thereafter in the performance of his/her duties.

(c) An employee who is scheduled by the Hospital to report to his/her first assigned working location before reporting to the Hospital shall receive such reimbursement per mile for the distance between the employee's home and the first assigned working location, or for the distance from the Hospital to the first assigned working location, whichever is lesser.

(d) An employee who is scheduled by the Hospital to report back to the Hospital upon completion of work at his/her assigned working locations shall receive such reimbursement per mile from his/her last assigned working location to the Hospital.

(e) An employee who is released from duty after completion of his/her last assigned working location shall receive such reimbursement per mile for the distance from his/her last assigned working location to his/her home or for the distance from his/her last assigned working location to the Hospital, whichever is lesser.

(f) An employee who is scheduled by the Hospital to work, after the employee has completed his/her normal workday and has returned home, shall receive such reimbursement per mile for the distance between the employee's home and the assigned working location or locations and from his/her assigned location to the employee's home.

7.9 Weekend Hours Worked: Every effort shall be made to permit individuals who work a combination of 8 and 12 hour shifts to work a combination of the 8 and 12 hour shifts during the weekend when staffing permits.

7.10 Weekend Make-up: An individual who is out sick on a weekend shift will be required to make up the shift on a weekend date that is mutually agreeable between the employee and the manager within two posted schedules beyond the current schedule unless the employee is able to find replacement coverage for the shift for which the employee called in sick. Exceptions to weekend makeup are hospitalization, disability leave or if an employee is sent home by employee health or the Emergency Room or nursing management or an individual who is sick on one weekend day per calendar year.

Article 8. SHIFT AND SHIFT DIFFERENTIALS

8.1 Employees shall work on the shift, shifts, or shift assignments as scheduled by the Hospital. The Hospital may change an employee's shift as necessary for the proper administration of the Hospital as determined by the Senior Vice President of Nursing or her designee. If the Union desires to submit to the grievance procedure the question of whether or not any such decision of the Hospital was arbitrary, it may do so. An employee who is working full-time or part-time at least 48 hours per bi-weekly pay period at the time of the employee's eighth anniversary shall not be required to work rotating shift assignments except in the event of an emergency in the opinion of the Senior Vice President of Nursing or her designee. The reference to 48 hours per bi-weekly pay period is limited to this provision only and is not intended to have any impact on the definition of part-time employee elsewhere in the contract.

8.2 Employees will normally be assigned to work on one (1) of the following shifts:

Day Shift - 7:00 AM to 3:30 PM; Evening Shift - 3:00 PM to 11:30 PM; Night Shift - 11:00 PM to 7:30 AM Employees assigned by the Hospital to work on the evening shift shall receive a shift differential of twelve percent (12%) of the shift differential minimum noted in the grid below for each hour worked during such shift as listed below. Employees assigned by the

Hospital to work on the night shift shall receive a shift differential of fifteen percent (15%) of the shift differential minimum noted in the grid below for each hour worked during such shift as listed below. There shall be no pyramiding of shift differential and an employee shall be entitled only to the shift differential applicable to the shift to which the employee is assigned to work. Shift differentials will be paid as follows:

<u>SHIFT</u>	<u>December 15, 2023</u>	<u>July 1, 2024</u>	<u>July 1, 2025</u>
Evening	\$6.16/hour	\$6.38/hour	\$6.60/hour
Night	\$7.70/hour	\$7.97/hour	\$8.25/hour
Shift Differential minimum	(Based on \$51.34/hr.)	(Based on \$53.14/hr.)	(Based on \$55.00/hr.)

8.3 An employee who works more than half of such employee's scheduled workday after 3:00 PM shall receive the evening shift differential for all hours worked on such day. An employee who works more than half of such employee's scheduled workday prior to 7:00 AM shall receive the night shift differential for all hours worked on such day. An employee who works less than half such employee's scheduled work day before 6:00 AM or after 6:00 PM shall receive the applicable shift differential for only such hours actually worked before 6:00 AM or after 6:00 PM.

8.4 The Hospital shall have the right to establish, maintain or discontinue a weekend program wherein employees are assigned to work either two (2), three (3) or four (4) weekends out of every four (4) weekends. Employees accepted into a program established and maintained by the Hospital for such purpose shall not be entitled to any fringe benefits but shall be compensated at an elevated hourly rate as hereinafter set forth. Employees assigned to such weekend program shall be normally scheduled to work eight (8), ten (10), or twelve (12) hour shifts on an average of not less than four (4) out of eight (8) weekend shifts in a four (4) week schedule. Employees assigned to such weekend program shall be paid at the following minimum wage rate:

(a) Where an employee is accepted into the weekend program and is assigned and actually works four (4) weekend shifts in a four (4) week schedule, effective July 1, 2015, such employee will be paid at the minimum rate of \$50.623 per hour for each hour worked on the day shift; \$56.532 per hour for each hour worked on the evening shift; and \$61.947 per hour for each hour worked on the night shift. Effective July 1, 2016, these rates will be increased to \$52.142, \$58.228, and \$63.805, respectively. Effective July 1, 2017, these rates will be increased to \$53.445, \$59,684, and \$65.400, respectively.

(b) Where an employee is accepted into the weekend program and is assigned and actually works six (6) weekend shifts in a four (4) week schedule, effective July 1, 2015, such employee will be paid at the minimum rate of \$52.101 per hour for each hour worked on the day shift; \$58.502 per hour for each hour worked on the evening shift; and \$64.902 per hour for each hour worked on the night shift. Effective July 1, 2016, these rates will be increased to \$53.664, \$60.257, and \$66.849, respectively. Effective July 1, 2017, these rates will be increased to \$55.006, \$61.763, and \$68.520, respectively.

(c) Where an employee is accepted into the weekend program and is assigned and actually works eight (8) weekend shifts in a four (4) week schedule, effective July 1, 2015, such employee will be paid at the minimum rate of \$60.965 per hour for each hour worked on the day shift; \$64.900 per hour for each hour worked on the evening shift; and \$68.841 per hour for each hour worked on the night shift. Effective July 1, 2016, these rates will be increased to \$62.793, \$66.847, and \$70.906, respectively. Effective July 1, 2017, these rates will be increased to \$64.363, \$68.518, and \$72.679, respectively.

An employee assigned to work a ten (10) or twelve (12) hour shift would be paid at the rate applicable to the shift in which the greatest number of the employee's assigned hours are scheduled. Employees assigned to such weekend program shall not be entitled to accrue seniority nor be entitled to receive fringe benefits provided for in this collective bargaining agreement, including but not limited to shift differential, holidays, vacation (see Article 34), sick leave, paid leave, or medical and life insurance. In the event the Hospital schedules an employee in any such weekend program to work on weekdays, such employee shall be paid at the wage rate as applicable to their classification. The Hospital reserves the right to adopt such policies and procedures as it deems necessary in order to effectively establish, maintain or discontinue such weekend program and grievances pertaining to the interpretation or application of the weekend program shall not be subject to arbitration under Article 20.1(c) of the Agreement; however, any grievance pertaining to discipline under Article 18.1 shall continue to be subject to the arbitration provisions of the Agreement. After ninety (90) days from the date of their employment, such employees shall be obligated to comply with the requirements of Article 2 (Union Security and Dues Check-Off) of the Agreement.

8.5 Subject to mutual agreement between the Hospital and one or more employees, the Hospital shall have the right to schedule employees to work a ten (10) hour or twelve (12) hour shift. In such event, fringe benefits (including holidays, vacation and sick leave) shall be accrued and paid based upon the number of hours that an employee is regularly scheduled to work (see Article 34). In no event shall an employee scheduled to work a ten (10) hour or twelve (12) hour work shift be entitled to receive more fringe benefits than the employee would have been entitled to receive had the employee been scheduled to work a normal workweek or workday assignment. Subject to mutual agreement between the hospital and one or more employees, such employees

may be scheduled for thirteen 12-hour shifts per 4 week schedule, consisting of 3 weeks of three 12-hour shifts and 1 week of four 12-hour shifts, which will provide full-time status. The Hospital shall make reasonable efforts to take into account the wishes of the employees.

(a) Individuals, who currently work thirteen (13) twelve (12) hour shifts per schedule, will not lose their thirteen (13) twelve (12) hour shift status if they transfer to another bargaining unit position that is posted as twelve (12) hour shifts and a minimum of 72 hours per pay period. By accepting this position, the RN agrees to a 2.5% wage reduction on base pay and still maintains their Full Time status. This wage decrease will not apply to transfers to another posted thirteen (13) twelve (12) hour bargaining unit position.

For example: an RN earns \$40.00/hour base pay, the new rate will be \$39.00/hour. The bargaining unit employee, upon accepting the position will sign an agreement, along with a Union representative, to confirm the base pay reduction. If the employee transfers to a non-thirteen (13) twelve (12) hour position or to a posted thirteen (13) twelve (12) hour position in the future, or if they return to their original position within 30 days, the base pay will be restored to the applicable contract rate.

Article 9. HOLIDAYS

9.1 Employees, after the completion of the first thirty (30) days of their employment, shall be entitled to the following paid holidays within each calendar year:

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

An employee's birthday shall be deemed an additional paid holiday within each calendar year.

Effective March 24, 2013, holiday and birthday time will be accrued in the paid time off (PTO) bank in accordance with Article 34.

In the event an additional holiday or holidays is implemented by the Hospital for the benefit of all non-supervisory, non-bargaining unit employees, such additional holiday or holidays shall be implemented at the same time for the benefit of the bargaining unit employees represented by the Union.

9.2 All bargaining unit employees shall receive holiday pay at the wage rate for such holidays regardless of the day of the week on which any such holiday falls provided that such employee works the scheduled workday immediately preceding and the scheduled workday immediately following the holiday except if the employee fails to work the day preceding or following the holiday because of one of the following conditions: (a) the employee is unable to work due to a verified illness; or (b) the employee is laid off during the week in which the holiday occurs.

9.3 Recognizing that the Hospital works every day of the year and that it is not possible for all employees to be off on the same day, the Hospital shall have the right to require any employee to work on any of the holidays specified herein. In the event the employee is required to work on any of the aforesaid legal holidays, the employee shall be paid for all hours worked on that holiday and shall, at the option of the Hospital, receive an additional day off with holiday pay within thirty (30) days of the holiday, or shall receive, in addition to the payment for working on the holiday, eight (8) hours of holiday pay at the employee's wage rate. In the event that an employee is required to work on New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day, the employee shall be paid for all hours worked on that holiday at the rate of one and one-half (1-1/2) times such employee's hourly wage rate and shall, at the option of the Hospital, receive an additional day off with holiday pay within thirty (30) days of the holiday, or shall receive in addition to the payment for working on the holiday, eight (8) hours of holiday pay at the employee's wage rate (see Article 34). The employees' Holiday time balance will be posted on their pay stubs.

9.4 If a legal holiday falls on an employee's regularly scheduled day off, the employee shall receive, at the option of the Hospital, an additional day off with regular pay within thirty (30) days of the holiday, or shall receive eight (8) hours of holiday pay (see Article 34) at the employee's wage rate.

9.5 If a legal holiday falls during an employee's vacation, at the option of the Hospital, the vacation shall be extended by one (1) day, or the employee shall receive an extra day's pay or a day off with pay.

9.6 In addition to those holidays specified in Article 9.1, all bargaining unit employees who have successfully completed their probationary period shall be entitled to eight (8) hours of paid personal time for each three (3) months worked during each calendar year. An employee who is entitled to such personal day off shall request at least two (2) weeks prior to the time to the Hospital for the day during which such personal day off is to be taken; provided, however, that in the event of an emergency, the V-P of Nursing, or her designee, may allow the employee to take a personal day off with less than two (2) weeks' notice. No employee shall be entitled to take a personal day off other than as authorized by the Hospital. There shall be no accumulation of

personal days off and personal days off not taken within the three (3) month period next following the date of entitlement shall be lost, except that where an employee successfully completes his probationary period within two (2) weeks prior to the completion of three (3) months' work and is therefore eligible for a personal day, the employee shall be permitted to take such personal day off within thirty (30) days thereafter. (See Article 34).

9.7 The Hospital will reasonably accommodate the religious beliefs of its employees. Employees desiring to substitute their own religious holidays with a paid holiday may do so upon at least four (4) weeks advance notice and upon the prior approval of the employee's supervisor, which approval shall not be unreasonably withheld.

9.8 Conflicts in Holiday scheduling will be determined by seniority. For holidays requiring eves and days to be worked scheduling is to be done by seniority. Recognizing that the Hospital operates seven (7) days per week 24 hours per day, the Hospital shall have the right to request the most junior competent employee with the necessary experience who requested off to work the Holiday to assure safe patient care. Each unit shall maintain a roster of convenience time off so that all employees are granted time off in rotation. Prior to the actual holiday, time will be given off based on seniority. On the day of the holiday, time will be granted based on the convenience time off roster of the unit. When a per diem is working for a staff employee on a unit for a holiday, the per diem will be downsized after regular staff.

9.9 Registered Nurses may use one benefit day per calendar year as an unscheduled absence due to a personal emergency. In the event that an emergency situation is declared by the Hospital, then an Emergency Day may not be requested.

Article 10. VACATIONS

10.1 Employees who have fulfilled the eligibility requirements hereinafter set forth in this Article shall be entitled to a vacation with pay as follows:

(a) Those employees continuously employed for six (6) months shall be entitled to 60 hours vacation time.

(b) Those employees continuously employed for at least six (6) months but less than three (3) years shall accrue vacation days on a bi-weekly pay period basis in an amount which would result in an annual accrual of 120 hours vacation time per year.

(c) Those employees continuously employed for at least three (3) years, but less than sixteen (16) years shall accrue vacation on a bi-weekly pay period basis in an amount which would result in an annual accrual of 160 hours vacation time per year.

(d) Those employees continuously employed for at least sixteen (16) years shall thereafter accrue vacation on a bi-weekly pay period basis in an amount which would result in an annual accrual of 176 hours vacation time per year increased in an amount equal to an additional eight (8) hours of annual accrual for each year of continuous employment thereafter, not to exceed a bi-weekly accrual rate which would result in an annual accrual of 208 hours per year.

(e) Those employees continuously employed for at least thirty (30) years shall thereafter accrue vacation on a bi-weekly pay period basis in an amount which would result in an annual accrual of 216 hours per year. All employees as of December 31, 2002 with more vacation time will be grandfathered with the amount of time they currently have based on seniority.

10.2 Vacation pay shall be paid on the basis of the employee's wage rate for the time during which the employee's vacation is taken, inclusive of shift differential only for those employees who are permanently assigned to the evening or night shifts.

10.3 The Hospital shall have the right to schedule the time when vacations are taken and no employee may take a vacation other than as authorized by the Hospital. An employee may accrue up to one and one-half (1 1/2) years of vacation entitlement. Vacation accrual in excess of said amount shall result in a forfeiture of any such excess amount of vacation accrual unless the employee's failure to take vacation is attributable to the Hospital's refusal to authorize the vacation schedule requested by the employee. When a Registered Nurse reaches 90% of his or her maximum accrual amount, a notice to that effect will be printed on his or her paycheck. Where a conflict exists as between two or more employees seeking the same vacation period and the Hospital will not authorize such employees to be on vacation during the same period, preference shall be accorded to the employee or employees with the greatest seniority, provided the employee or employees with the greatest seniority have notified the Hospital of their requested vacation period in a timely fashion.

- a. A one-time cash payout of PTO balances above the new accrual limit will be issued in a paycheck dated July 2, 2015 assuming ratification of collective bargaining agreement is one week in advance of payout date. Employees who have already requested vacation will be given the option to either have that time used toward reducing hours to the new limit or being paid down to the new limit and taking the previously applied for vacation from their remaining bank. Employee has to notify the hospital of their decision by July 20, 2015, or they will be automatically paid out.

- b. In cases where two (2) PTO requests that individually are equal to or greater than one (1) week of PTO time have been submitted and denied in writing, the employee will receive a one (1) time cash payment not to exceed two (2) weeks of their vacation only accrual amounts. Proof of the two (2) denied PTO requests must be submitted in order to receive the one- time cash payment annually. Any cash payments will not be calculated as time worked and will be paid out after the completion of the PTO cycle.

10.4 An employee may be paid vacation pay before starting such vacation provided the employee submits a written request for advance payment to the employee's immediate supervisor at least three (3) weeks in advance of the employee's scheduled vacation and provided further that the advance vacation pay request is for an amount not less than five (5) days vacation. Advance vacation pay shall be by separate check.

10.5 Employees who are discharged or who have resigned without having given at least four (4) weeks notice of such resignation shall forfeit any right to accrued vacations or vacation pay; any employee who shall be laid off due to lack of work or who is on the payroll at the time of his death, or who has resigned having given at least four (4) weeks prior written notice of such resignation, shall be entitled to receive accrued vacation pay.

10.6 An employee's vacation accrual shall be based upon the number of hours such employee is regularly scheduled by the Hospital to work per bi-weekly pay period, not to exceed eighty (80) hours per bi-weekly pay period. Employees will not have a reduction in the accrual of vacation time if they work less than their FTE status. Paid leave for vacation (Article 10), holidays and personal days off (Article 9), sick leave (Article 11) and bereavement and jury duty (Article 12) shall be considered as time worked in determining an employee's vacation accrual. Overtime, time worked in excess of an employee's regularly scheduled hours, and all other paid or unpaid leave shall not be considered as time worked in determining an employee's vacation accrual. (Effective March 24, 2013, PTO).

Article 11. SICK LEAVE

11.1 Employees, after completion of their probationary period, shall accrue sick leave on a bi-weekly pay period basis in an amount which would result in an annual accrual of 96 hours per year. Upon successful completion of an employee's probationary period, sick leave shall be accrued retroactive to the employee's last date of hire.

11.2 Pay for any day of sick leave shall be at the employee's wage rate for the time during which the employee's sick leave is taken, exclusive of overtime other than shift differential for those employees who are permanently assigned to the evening or night shifts.

11.3 To be eligible for benefits under this Article, an employee who is absent due to illness or injury must notify a nursing supervisor at least three (3) hours before the start of the employee's regularly scheduled workday (unless proper excuse is presented for the employee's inability to call) subject to the following:

(a) Employees who have been out for three (3) consecutive scheduled work days or more are required to present a doctor's note and to be cleared by the Hospital's Employee Health Service prior to return to work.

(b) Employees may be required to produce doctor's notes for absences of fewer than three (3) days if they have received prior counseling and notification that they will be required to produce doctor's notes for absences of fewer than three days for a period of time not to exceed one year following the last occurrence.

(c) Employees must provide doctors' notes for absences during their scheduled shifts before and after holidays (after March 24, 2013, add "on which the employee scheduled PTO") in order to receive pay for such holidays and before and after scheduled vacation in order to receive sick pay. The Hospital may require proof of illness hereunder in such form as the Hospital may deem appropriate.

11.4 Employees who have been on sick leave may be required to be examined by the Hospital's Health Service physician before being permitted to return to duty. Employees shall not be reinstated unless they are authorized to return to work without restrictions.

Participation in the Back in the Saddle return to work program for re-education is required for employees out of work thirty (30) calendar days or greater. If this time period is less than thirty (30) calendar days, re-education will be at the discretion of the Director or designee.

11.5 Employees hired prior to January 1, 1995, who accumulate a minimum of 240 hours of sick leave may sell back sick time earned in excess of 240 hours to the Hospital on a 1:1 basis (one sick day for one day's pay). Employees hired between January 1, 1995, and January 1, 2000, who accumulate a minimum of 240 hours of sick leave may sell back sick time earned in excess of 240 hours on a 2:1 basis (two sick days for one day's pay). Employees hired on or after January 1, 2000, who accumulate a minimum of 240 hours of sick leave may sell back sick time earned in excess of 240 hours on a 4:1 basis (four sick days for one day's pay). New maximum for sick buy back increase from \$5000 to \$5250 in 2017. Payment shall be made on the basis of the employee's wage rate as of December 1st in the year for which payment is made. Employees whose employment is terminated prior to December 1st in any year shall not be entitled to any payment for sick leave. This Sick Time Buy Back program will sunset for all Registered Nurses hired on or after July 1, 2018.

11.6 Employees on sick leave for a continuous period of more than seven (7) days and who are eligible and actually receive New Jersey Temporary Disability Benefits (T.D.B.) shall receive sick leave pay to the extent to which they are entitled, so that their combined benefits from New Jersey Temporary Disability Benefits plus their sick leave pay shall equal the employee's regular wage rate. The Hospital shall prorate the employee's sick leave entitlement accordingly.

11.7 The sick leave provided for in this article may be utilized for and in accordance with the New Jersey Earned Sick Leave Law (NJESLL). No other time shall be accrued or available under NJESLL.

Article 12. PAID LEAVE

12.1 Employees, after completion of their probationary period, shall be entitled to paid leave as follows:

12.2 Jury Duty: All employees who have completed their probationary period and who are summoned to serve as jurors will receive their regular rate of pay less their pay as juror for each workday while on jury duty on a one-for-one basis for a maximum period of four (4) weeks. When an employee is summoned to serve as a juror in a non-consecutively scheduled manner, the employee will be paid out the equivalent number of shifts for which they serve not to exceed four (4) weeks. This applies to employees working days, evenings or nights. The receipt of a subpoena or the notice to report for jury duty must be reported immediately to the Hospital and the Hospital may request that the employee be excused or exempted from such jury duty. If a night shift employee is scheduled to work both the night before and the night of the day of jury duty service, the employee may elect to take time off on either the night before or the night of the day of jury duty service, which shall be paid. In this circumstance, any night shift employee who wishes to take an additional day may advise his or her supervisor, who will work with the employee to adjust his or her schedule or give the employee the option to use benefit time.

12.3 Bereavement: An employee shall be paid at such employee's wage rate for three (3) working days' absence in the event of the death of the employee's mother, father, husband, wife, child, brother, sister, grandmother, grandfather, grandchildren, mother-in-law, father-in-law, son-in-law, daughter-in-law, current brother-in-law and sister-in-law, stepmother, stepfather, stepchild and foster child. Such three (3) days must be taken consecutively and within seven (7) calendar days of the day of death or day of the funeral and may not be split or postponed. With management approval, a Registered Nurse may use PTO to either extend bereavement leave or to allow for time off in the event of the death of a relative not mentioned.

12.4 Donated Leave Program. This program allows an employee to voluntarily donate accrued vacation (effective March 24, 2013, PTO) to a designated employee. Said employee must

be on LOA and have exhausted all forms of their own accrued time to be eligible. This program is not an additional leave entitlement or benefit, but rather a means of allowing staff to help colleagues in need. Donations will be made on an hourly basis irrespective of pay grade, to a maximum contribution of forty (40) hours.

Article 13. UNPAID LEAVE

13.1 The provisions of this Article are for the purpose of maintaining uninterrupted seniority during authorized periods of leaves of absence.

13.2 Any employee may apply for a leave of absence without pay or other remuneration for a period not to exceed twelve (12) months, provided the employee shall make application in writing for such leave to the V-P of Nursing or her authorized representative.

13.3 The Hospital may, in its sole discretion, grant the employee a leave of absence without pay for a period not to exceed twelve (12) months subject to the following conditions and exceptions. If the Union desires to submit to the grievance procedure the question of whether or not any such decision of the Hospital was arbitrary, it may do so.

(a) An employee who takes employment elsewhere during an approved leave of absence shall be considered as having voluntarily resigned.

(b) If an employee fails to report for work within two (2) working days following expiration of an authorized leave of absence and does not give a satisfactory explanation for not returning, said employee shall be considered as having voluntarily resigned.

(c) An employee who gives a false reason for obtaining a leave of absence shall be subject to discharge.

(d) An employee who shall be required to attend military encampment or who shall be called for National Guard duty shall be entitled to a leave of absence in accordance with applicable law.

(e) Employees who become pregnant and give birth or who adopt a child or who need leave due to serious personal illness or the serious illness of a family member will be eligible for Family and Medical ("FMLA") Leave consistent with state and federal law. Employees seeking such leave must adhere to notice and documentation requirements as required by law and Hospital policy. Employees returning from FMLA leave will be returned to the position on the unit and shift held immediately prior to FMLA leave. Employees whose leave exceeds the time allotted for FMLA leave will be returned to work in accord with

paragraph 13.4. Employees who become pregnant will be entitled to maternity leave (which shall include FMLA leave characterized as family and medical leave as appropriate). By the end of the third month of pregnancy, such employees shall notify the Hospital of the expected date of delivery and the date they wish to stop work. By the end of the sixth month of pregnancy, such employees who desire to continue working shall provide the Hospital with a written statement from their attending physician certifying the expected date of delivery, their physical ability to continue working and the date up to which they are to be permitted to work.

(f) Upon six (6) weeks prior notice, the Hospital shall not unreasonably deny employees selected by the Union time off without pay for attendance at such outside Union meetings or conferences as the Union may designate provided, however, that the Union shall not request more than ten (10) aggregate days of unpaid leave be granted in any calendar year. An employee who returns to work following an approved Union leave shall be reinstated to his or her former position, status, and shift following his or her Union leave. Health benefits will remain unaffected for employees on approved Union leave.

13.4 Return from Leave of Absence:

(a) An employee who returns to work following an approved leave of absence of ninety (90) days or less shall be reinstated to such employee's former position, including the same shift, shifts, and shift assignments.

(b) For employees who return to work following an approved leave of absence of more than ninety (90) days, there shall be no guarantee that such employee shall be assigned to work on the same shift, shifts, or shift assignments to which such employee may have been assigned prior to such leave; however, if the Hospital reinstates such employee to a different shift, shifts, or shift assignment than that to which such employee was assigned prior to the employee's leave, the Hospital will make every effort to reinstate the employee to their former shift as soon as reasonably possible.

13.5 In the event an unusual emergency arises, which might prevent the employee on leave from returning at the end of the leave, such employee may apply for an extension of such leave of absence. If the V-P of Nursing or her duly authorized representative grants such extension, the employee will maintain their seniority.

Article 14. INSURANCE

- a. The Hospital shall provide the following insurance for the benefit of bargaining unit employees who have completed their probationary period. The Hospital shall provide the following health benefit plans options (i) or (ii) for the benefit of eligible bargaining unit employees:

(i) The Hospital health plan, as provided to other non-bargaining unit employees of the

Hospital, as such plan now exists or may be changed in the future, including plan administrator, insurance carrier, plan requirements, structure and plan characteristics including copays, deductibles and employee contributions. For plan year 2023, full-time members who transfer from the USW plan and enroll in the Hospital plan will be capped at a \$20.00 biweekly contribution increase above the USW rate schedule based on employee's coverage tier.

(ii) There will be no increase on the plans for year 2023 and 2024. Each year thereafter, Employee Net premiums for any of the plans offered, will only increase if there is an increase in the overall Premium Equivalent for such Plans, and the amount of the increase in the Employee Net Premiums shall be in an equal percentage as the increase in the Premium Equivalent with a cap of 8% for 2025 and a cap of 8% for 2026. (For the sake of clarity, increase in Employee Net Premium means a change in the premium schedules for each of the offered Plans, i.e. each net bi-weekly premium amount on the premium schedule shall increase by the same percent). The actual net premium paid by any individual employee may change by a different amount due to a change in earnings or a change in part-time hours worked.

Any employee who enrolls in the Hospital Plans will be precluded from returning to any of the USW Plans.

(ii) The Hospital shall continue to offer the Omnia Plan (USW Version), the HDHP Plan and the Direct Access Plans. The Omnia Plan (USW version) shall only be available to Employees currently enrolled in such plan.

In the event the Hospital exercises its right to implement a managed care system, it will maintain benefit levels comparable to those in the plans in effect on the date of this agreement, with the understanding that "comparable" does not mean "identical." (See "Medical Benefits Memorandum of Understanding" attached).

The Plans will continue to be offered with four tiers of coverage: Individual, Employee + Child(ren), Employee + Spouse and Family.

Net Premiums (Premium less subsidy) paid by Employees will be based on the following: 1) Full time (FT) or part time (PT) status (part time will be based on number of hours hired to work); 2) Tier of coverage; 3) Date of hire.

There will be no increase on the USW Plan for plan year 2021. Effective 1/1/2021 the current subsidy shall be eliminated; however, no employee contributions in 2021 shall increase by more than \$15.00 per pay period, and no more than \$20.00 per pay period for plan year 2022. Each year thereafter, Employee Net premiums for any of the plans offered, inclusive of the full-time members who remain in the USW Omnia Plan, will only increase if there is an increase in the overall Premium Equivalent for such Plans, and the amount of the increase in the Employee Net Premiums shall be in an equal percentage as the increase in the Premium Equivalent. (For the sake of clarity, increase in Employee Net Premium means a change in the premium schedules for each of the offered Plans, i.e. each net bi-weekly premium amount on the premium schedule shall increase by the same percent). The actual net premium paid by any individual employee may change by a different amount due to a change in earnings or a change in part-time hours worked.

(iii) All new hires after the date of settlement will go into the Hospital Health plans, as provided to other non-bargaining unit employees of the Hospital.

(iv) The Plans will continue to cover pre-existing conditions regardless of any potential change in law.

(v) No less than 45 days prior to open enrollment each year, the Hospital will provide the Union with COBRA rates for each of the offered Plans for the coming year demonstrating any increase or decrease in the Premium Equivalents for such offered Plans.

(vi) For the term of this Agreement, the Hospital shall offer Employees in the USW Plan the same Wellness Plan currently offered to employees in the Hospital Plan.

(vii) To the extent that the Hospital intends to make any changes to plan administrator, insurance carrier, plan requirements, structure or plan characteristics, it will give the Union notice at least 60 days prior to such change or changes taking effect.

(b) The Hospital shall pay the entire prevailing premium for all full-time and part-time current employees for term life insurance coverage in an amount equal to the amount of the employee's annual compensation, which coverage shall be effective at the earliest enrollment date subsequent to the completion of the employee's probationary period. The Hospital shall provide double indemnity insurance for accidental death.

(c) The Hospital shall provide for non-occupational sickness and accident benefits (temporary disability benefits) in accordance with applicable law.

(d) The Hospital shall pay the entire prevailing premium for a deductible dental plan for the full time employee and appropriate dependent coverage, which coverage shall be effective on such date or the earliest enrollment date subsequent to the completion of the employee's probationary period. In the event any alternate or improved dental plan is implemented by the Hospital for the benefit of all non-supervisory, non-bargaining unit employees, such alternate or improved dental plan shall be implemented at the same time for the benefit of bargaining unit employees represented by the Union. Annual dental coverage benefit is \$1500. Bargaining unit employees may choose to buy into the dental plan option with a higher annual maximum of \$2000 at the rate of 10% of the premium per month.

Employee dental rates per pay shall not increase for plan year 2021 and 2022.

(e) The Hospital shall pay the entire prevailing premium for professional liability insurance, which policy shall provide bargaining unit employees coverage with limitations of not less than one million (\$1,000,000.00) dollars each claim and an aggregate of not less than three million (\$3,000,000.00) dollars.

14.2 All such insurance shall be subject to the particular terms, conditions and provisions of the applicable contracts and policies of insurance. There shall be no responsibility or obligation whatsoever of the Hospital in connection with such contracts or policies of insurance excepting only the undertaking to pay such premiums or charges for such coverage as provided in this Agreement.

14.3 The obligation of the Hospital to pay such premiums for the purpose of maintaining benefits provided by said contracts shall be subject at all times to the following terms and conditions:

(b) The employee shall make written application to the Hospital Service Plan, Medical-Surgical Plan, Major Medical Plan, (or the successor managed care plan), on forms provided to the employee by the Hospital at time of employment, shall deliver to the Hospital such completed applications, duly executed, and shall furnish to the Hospital, in writing, all such detailed information as may, from time to time, be required by the Hospital Service Plan, Medical-Surgical Plan, Major Medical Plan, (or successor managed care plan).

(c) In case of any change in the marital or family status of the employee pertinent to the benefits or kind of coverage of the Hospital Service Plan, Medical-Surgical Plan, Major medical Plan, or other insurance company, or the rate of the premiums or charges

applicable there under, the employee shall immediately furnish the Hospital with complete detailed information regarding the matter.

(d) The Hospital shall not be liable or responsible for any error or delay of the Hospital Service Plan, Medical- Surgical Plan, Major Medical Plan (or successor managed care plans), or any of them.

14.4 The Hospital will provide an employee age 62 or over who retires with fifteen years of service as a regular employee and who is covered by a Robert Wood Johnson University Hospital health plan the right to continue such coverage as permitted by law at the COBRA rate until such time as the employee elects not to be covered or until the employee becomes eligible for Medicare B.

14.5 The Hospital will maintain surgical-medical and hospitalization coverage, dental and life insurance benefits for those employees who are covered by a Robert Wood Johnson University Hospital health plan and who are totally and permanently disabled by occupational illnesses contracted while in the employ of the Hospital, until the commencement of Medicare or other employer coverage, whichever comes first.

The employer will provide at no cost to all employees with ten years of service who work equal to or greater than 30 hours per week a long-term disability benefit that shall provide an income replacement of 60% to a maximum of \$10,000 per month after a six month elimination period.

Article 15. RETIREMENT PLAN

The Hospital agrees to contribute \$1.375 per hour per employee to PACE Pension “Plan A” consistent with the terms of the Standard Form of Agreement of the PACE Industry Union-Management Pension Fund effective July 1, 2012. Lost time taken in order to fulfill time spent in actual negotiations in 2012 will be considered time worked for pension accrual. The Union will provide detailed records of time and individuals involved. The Hospital further agrees with the terms and provisions of the Fund’s Rehabilitation Plan distributed on July 30, 2010. The foregoing does not obligate the Hospital to provide a specific level of benefits. The Hospital’s sole obligation under this agreement is to make the specified contribution and under no circumstances can the Union or the Trustees seek to modify the applicable law.

Effective July 12, 2015, the RWJUH 403b Retirement Plan will replace the PACE Industry Union Management Fund. The employer contribution and match amounts for eligible members will be based on the most current date of hire. For 2015, eligible members are defined as those who obtained the pensionable hours minimum in the 2015 payroll year.

For the conversion year of 2015, USW members who have a length of service with RWJUH of less than five (5) years and have not vested in the PACE Industry Union Management Fund but have met the hours requirement for service credit as of the end of 2014 will have a lump sum amount equal to the calculated benefit amount added to their RWJUH 403b Retirement Plan account. This will be added within three (3) months.

The parameters of the RWJUH 403b Retirement Plan includes:

Eligibility:

All employees age 21 and over who have completed two years of service, and who work at least 1000 hours per year will be considered vested. Once an employee has vested they will receive the basic contribution and match based on their most recent date of hire for years in which they meet the 1000 hour requirement.

Lost time taken to fulfill time spent in actual negotiations by the Union negotiating committee will be considered time worked toward eligibility.

Plan Design:

The Hospital will make the "basic" contribution upon attainment of eligibility. In order to qualify for additional Hospital contributions, the employee can elect to make voluntary contributions as noted below. The contribution is calculated on employee's base first shift hourly rate. The Hospital basic contribution schedule and the employee voluntary contribution schedule are as follows:

Years of RWJUH Service	RWJUH Basic Contribution	Employee % of Pay	RWJUH Additional Contribution	RWJUH Total Contribution
2 but less than 5	0.75	1.0	0.5	1.25
5 but less than 7	2.25	2.0	1.0	3.25
7 but less than 10	3.25	3.0	1.5	4.75
10 or more	4.25	4.0	2.0	6.25

The RWJUH additional contribution is made only if the employee has a payroll reduction equal to or greater than the RWJUH Basic Contribution. Employees are required to be on payroll the last day of the contribution cycle. Regular full time employees will receive the employer contribution on a quarterly basis; regular part time employees will

receive the employer contribution in 2015 as a one-time payment at the end of the pension year. In 2016 regular part time employees will have their pension contribution commence at the end of the quarter once they have achieved **1000** pensionable hours and, if applicable, quarterly for the balance of the pension plan year.

Vesting:

Plan allows for 100% immediate vesting of all employer contributions.

Plan Review:

The Hospital will periodically review the performance of the plan and the status of the pension administrator and has the right to make adjustments. In any case the Hospital will not modify the contribution or match schedule during the term of the agreement.

Article 16. UNIFORMS

16.1 Employees required by the Hospital to wear uniforms while performing their assigned duties shall provide, launder and maintain uniforms to provide a neat and presentable appearance. Such uniforms shall comport with such standards as are or may be set forth by the Hospital in its Dress Code.

16.2 The Hospital shall provide, launder and maintain scrub suits, gowns and/or lab coats for use at work by those employees who are required by the Hospital to wear such clothing.

16.3 Nurses who are required to wear uniforms will either be supplied uniforms or issued a credit for the purchase of uniforms at the Hospital's designated vendor. All uniform purchases shall be in accordance with the Hospital's Dress Code Policy for Registered Nurses. Nurses who are a .6 FTE or above shall receive a \$150 credit towards the purchase of uniforms paid in February 2024 and February 2025. Part time nurses whose FTE status is less than .6 shall receive a pro-rated benefit based upon their FTE status. The annual credit must be used in the contract year (July 1st thru Jan 30th) the credit is issued or else forfeited.

Article 17. MANAGEMENT RIGHTS

17.1 The Union and the Hospital agree that the provisions of this Agreement are limited to hours, wages and other working conditions of the employees covered, and the provisions shall not be construed or interpreted to restrain the Hospital from the full and absolute operation, control and management of its business. This right of management includes, but is not confined or limited to: the sole right to hire, discipline, suspend, discharge, lay off, or promote; to determine or change the starting time, quitting time or the number of hours to be worked; to promulgate rules and regulations; to assign duties to the work force; to organize, discontinue,

enlarge or reduce a function or division, or to contract out all or any part of the work currently performed by employees, provided that such contracting out shall not be for the purpose of laying off employees in the bargaining unit; to introduce new or improved methods of treatment, to determine the duties of each job; and to carry out the customary functions of management whether or not possessed or exercised by the Hospital prior to the effective date of this Agreement.

17.2 The Union recognizes that the Hospital may introduce a revision in the method or methods of operation which will produce a revision in job duties or functions and a reduction in personnel. The Union agrees that nothing in this Agreement shall prevent the implementation of any program the Hospital may implement whether or not the implementation of such program results in a reduction of the work force. The Hospital shall notify the Union and Chief Shop Steward in writing fifteen (15) working days prior to the implementation of any program that would result in a reduction of the bargaining unit workforce.

17.3 The Hospital shall forward to the Union a copy of any rule or regulation posted by the Hospital which affects the terms and conditions of employment of bargaining unit employees within fifteen (15) working days of the date said rule or regulation is posted by the Hospital. The Hospital shall forward to the Union Office changes to its policies and procedures manual within fifteen (15) working days of the date said policy or procedure is posted or issued. The Hospital also shall provide changes to staffing and scheduling policies and procedures in place on nursing units within fifteen (15) working days of the date such change is posted or issued.

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

Article 18. DISCHARGE AND PENALTIES

18.1 The Hospital shall have the right to discharge, suspend, or discipline any employee in the bargaining unit for just cause. The Hospital will notify the Union President or his/her designee in writing via email and regular mail of any discharge or suspension within twenty-four (24) hours, excluding weekends, from the time of discharge or suspension. The Hospital will make themselves available for a discipline review meeting for the employee and Union Representative within fifteen (15) working days of the discharge or suspension. Failure to meet this time limit will not alter the disciplinary decision. Investigations that will result in discipline must be initiated and completed within thirty (30) days of when the director became aware of the infraction.

18.2 If the Union desires to contest the discharge or suspension, it shall give written notice thereof to the Hospital within ten (10) days from the date of receipt of notice of discharge

or suspension. In such event, the dispute shall be submitted and determined under the grievance procedure hereinafter set forth, however, commencing at STEP 2 of the grievance procedure set forth in Article 20 of this Agreement.

18.3 If the discharge of a bargaining unit employee results from conduct relating to a patient and the patient does not appear at any stage of the grievance procedure, such failure to appear of the patient shall not be deemed as prejudicial. The Hospital shall make reasonable efforts to secure the attendance of such patient at any hearing conducted as a final step of the grievance procedure. The term "patient" for the purpose of this provision shall include those seeking care or treatment in clinics or emergency rooms as well as those already admitted.

18.4 When an employee is suspended pending investigation for possible termination, the suspension will not remain in an unpaid status for more than three of the employee's scheduled shifts following the day of the suspension, unless there are circumstances beyond the Hospital's control to conduct a proper investigation including, but not limited to, the suspended employee's inability or unwillingness to meet with Hospital officials.

Article 19. NO STRIKE - NO LOCKOUT

19.1 No employee shall engage in any strike, sit-down, sit-in, slow-down, sympathy strike, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Hospital.

19.2 The Union, its officers, representatives and members, shall not in any way, directly or indirectly, authorize, assist, encourage, participate in or sanction any strike, sit-down, sit-in, picketing, hand-billing, sympathy strike, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Hospital, or ratify, condone or lend support to any such conduct or action.

19.3 In addition to any other liability, remedy or right provided by applicable law or statute, should a strike, sit-down, sit-in, slow-down, picket, hand-billing, sympathy strike, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Hospital occur, the Union, within twenty-four (24) hours of a request by the Hospital, shall:

- (b) Publicly disavow such action by the employees;

(c) Advise the Hospital in writing that such action by employees has not been called or sanctioned by the Union;

(d) Notify employees of its disapproval of such action and instruct such employees to cease such action and return to work immediately; and

(e) Post notices at the Union Bulletin Boards advising that it disapproves such action and instructing employees to return to work immediately.

19.4 The Hospital agrees that it will not lock out employees during the term of this Agreement.

Article 20. GRIEVANCE AND ARBITRATION

20.1 A grievance shall be defined as a dispute or complaint arising between the parties hereto under or out of this Agreement or the interpretation, application, performance, termination, or any alleged breach thereof. and shall be processed and disposed of in the following manner:

(b) STEP 1:

Within five (5) days after the occurrence of the alleged incident, event or circumstance which gave rise to the grievance involved, a Registered Nurse having a grievance shall take it up with said Registered Nurse's Nursing Director. The shop steward or other authorized Union representative shall have the right to participate in all such discussions. The appropriate Director/AVP-Nursing shall give the Hospital's answer to the Registered Nurse and/or shop steward or other authorized Union representative. All grievances will be held within forty-five (45) days from the date of the write-up, counseling or occurrence. However, the parties may extend the forty-five (45) days by mutual agreement. In order to facilitate the grievance process the Union and management agree to submit, in advance, the names, questions, and witnesses who are to be present at the grievance. The Director will present the reason for counseling with documentation at the first counseling session.

(c) STEP 2:

Should the Registered Nurse be dissatisfied with the Hospital's disposition of such grievance in STEP 1, the grievance may, within ten (10) days after the answer in STEP 1, be presented to STEP 2. The shop steward or other authorized Union representative shall have the right to participate in all such discussions. A grievance shall be presented in this STEP to the appropriate Senior Vice President of the Hospital or his/her designee; and he/she or his/her designee shall render a decision in writing within ten (10) days after the presentation of the grievance in this STEP. In order to satisfy the contract language regarding receipt of a written

response from the Hospital related to second step grievance, the Hospital will fax their response to the Union office on the tenth day, with a hard copy to follow in the mail.

(d) STEP 3:

In the event the Registered Nurse and the Union are dissatisfied with the Hospital's disposition of such grievance in STEP 2, the Union may notify the Hospital in writing within fifteen (15) days after the Hospital has rendered a written decision as provided in STEP 2, of its intent to take an appeal to arbitration. In the event the Union fails to notify the Hospital in writing within fifteen (15) days after the Hospital has rendered a written decision as provided in STEP 2, the grievance shall be considered settled on the Hospital's last answer. In the event the Union notifies the Hospital of its intent to take an appeal to arbitration, as provided herein, an arbitrator shall be selected by the Union and the Hospital within five (5) days after notice by the Union of its intent to appeal the grievance to arbitration. In the event the Hospital and the Union are unable to mutually agree upon the selection of an arbitrator, then the Union may, within fifteen (15) days after notice by the Union of its intent to appeal the grievance to arbitration, request the American Arbitration Association to submit a list of arbitrators in accordance with the American Arbitration Association's Voluntary Labor Arbitration Rules. Each party shall pay one-half (1/2) the total cost of the impartial arbitrator. Each party shall be responsible for the expense of its own witnesses or others selected or called by a party to appear before the arbitrator. The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement. Arbitration settlements involving retroactivity shall in no case be made effective earlier than the date upon which the grievance was first presented. Arbitrations shall be limited to a single grievance unless the Hospital and the Union mutually agree to the contrary.

Or at the grievant's discretion and with the approval of the Union, the grievant may select this alternative to have their grievance heard by a five (5) member panel of which three (3) will be from a similar position and two (2) from management. The grievant will select two (2) of the individuals in the similar role and the Hospital will select the third (3rd) person in a similar role and the two (2) individuals from management. A hearing would be held with the decision made by a simple majority vote. All decisions will be rendered within fifteen (15) days and will be considered as fully binding on the union and management in the instant case but not considered as any type of past practice or utilized in any way for any future cases. All participants will sign a confidentiality agreement to ensure that all information from the proceedings are confidential.

20.2 Failure on the part of the Hospital to answer a grievance at any STEP shall not be deemed acquiescence thereto, and the Union may proceed to the next STEP.

20.3 All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays and holidays.

20.4 Time limits herein provided may be extended by the express mutual agreement of the Union and the Hospital. However, unless such time limits are so extended, the Union and/or employee shall be absolutely precluded from proceeding further with any such complaint or grievance.

20.5 The Union shall designate not less than two (2) and a maximum of twenty-six (26) Registered Nurse representatives or agents (stewards) who are authorized to act on behalf of the Union with respect to matters which arise within the scope of this Agreement. The Union shall notify the Sr. V-P, Human Resources, of the Hospital in writing of the names of such Registered Nurse representatives or agents. No Registered Nurse representative or agent shall engage in Union activities during working time, nor leave their assigned work location during working time without the prior approval of such Registered Nurse's nursing supervisor. The Union shall notify the Hospital in writing of any change in designation of such representatives or agents. Such Registered Nurse representatives shall be accorded super-seniority under Article 5.3 and the Union will indemnify and hold the Hospital harmless against any and all claims or liability that arise out of, or by reason of, action taken by the Hospital in according designated Union representatives or agents super-seniority as provided herein. A maximum of two (2) Registered Nurse representatives/stewards and two (2) Hospital representatives, excluding an individual from Human Resources to take notes, shall attend a grievance, with only one (1) acting as a spokesperson in the processing of the grievance.

Article 21. ALTERNATE DISPUTE RESOLUTION

Union members may participate in the Hospital's ADR program on a voluntary basis. The Hospital reserves the right to cancel this program at the Hospital's sole discretion for cases not pending in the process. This decision is not subject to the grievance and arbitration procedure of the Agreement.

Article 22. EMPLOYEE DISCOUNTS

22.1 After a Registered Nurse completed his/her probationary period, a Registered Nurse and his/her dependents (if covered through the RWJUH health plan) shall receive a one hundred (100%) percent discount for hospital out-patient services, diagnostic services, emergency services and hospitalization at Robert Wood Johnson University Hospital, RWJUH at Rahway, RWJUH at Hamilton, any acquired surgi-center and any other facility acquired by the RWJUH system hospital for amounts not covered by the RWJUH health plan. For the aforementioned to be applicable, the Registered Nurse needs to be actively enrolled in the RWJUH health plan.

22.2 Immediate family, for the purpose of this Article, shall be defined as persons living in the same household as the Registered Nurse who receive their full support from and qualify as an income tax deduction for the Registered Nurse.

Article 23. PRIOR PRACTICE

23.1 This Agreement contains all the terms and conditions of employment between the Hospital and the members of the bargaining unit represented by the Union. All present, previous or past practices between the Hospital and the employees covered by this Agreement are expressly incorporated within the terms and conditions of this Agreement. Any previous or past practice not so expressly incorporated herein shall be waived and shall otherwise be void and a nullity.

23.2 Any evidence or testimony bearing upon a previous or past practice existing or alleged to have been existing prior to the effective date of this Agreement shall not be admissible in any grievance proceeding or other extra-judicial or judicial proceeding.

Article 24. EDUCATION

24.1 The Hospital will post an announcement of special educational institutes, workshops, or other educational meetings which it believes warrants the attendance of a bargaining unit employee. The Hospital will post a minimum of two seminars annually for each of the following clinical areas which seminars shall be posted on the Educational bulletin board in the area of the dining room and on the bulletin board in the Emergency Department: Obstetrics, Pediatrics, Emergency Department, Medical-Surgical, Critical Care, Operating Room, and Renal Dialysis. The Hospital will give a minimum of two nurses per area time off with pay to attend a posted seminar. Any employee may apply to the Hospital to attend any posted institute, workshop or meeting. Any employee selected by the Hospital to attend such institute, workshop or meeting shall be permitted time off without loss of regular pay to attend such meeting, and the Hospital will pay the tuition or fees for the employee's attendance. The Hospital will endeavor to distribute its approval of attendance at outside institutes, workshops or meeting equitably amongst all eligible employees. In the event an employee wishes to attend an institute, workshop or meeting which the Hospital has not posted, the Hospital will pay for the employee's tuition or fees for the employee's attendance at any such institute, workshop or meeting approved by the Hospital and may permit the employee time off without loss of regular pay for the employee's attendance at such institute, workshop or meeting.

24.2 Employees who intend to enroll in educational courses, seminars or participate in a challenge examination may have such courses, seminars or challenge examination approved by the Assistant V-P or Director of Nursing of the Hospital prior to enrollment or participation. Where the Assistant V-P or Director of Nursing has approved the employee enrollment or participation, the Hospital shall reimburse the employee a maximum of thirty-two hundred (\$3,200.00) dollars per calendar year (January to December) of the otherwise unreimbursed

employee cost of tuition for attendance at approved courses, seminars, or participation in a challenge examination; effective January 1, 2007, this amount will be increased to four thousand (\$4,000.00) dollars. The Hospital shall reimburse the employee a maximum of five thousand two hundred fifty dollars (\$5,250.00) dollars per payroll calendar year (starting 2016) for studies leading to BSN degree. In order for a course, seminar, or participation in a challenge examination to be so approved, the course of study must, in the opinion of the Hospital, be directly related to the elevation of the professional or occupational area of competence of the employee with reference to the employee's employment with the Hospital. An employee who intends to enroll in a nursing program or participate in a challenge examination shall not be reimbursed hereunder for any course taken at any institution which is not accredited by the NLNAC OR CCNE. An employee shall not be reimbursed hereunder for any course or challenge examination wherein the employee fails to receive a grade of less than a "C" or equivalent and receives credit for such course attended. An employee shall not be reimbursed hereunder for more than fifteen (15) credit hours per semester. An employee shall be reimbursed for such an approved course, seminar or challenge examination upon submission of proof of payment and proof of having received a grade of not less than a "C" or equivalent and received credit for the course attended. An employee shall be eligible for such benefit only after the completion of the employee's probationary period.

An employee who completes an approved course while on workers' compensation will have his/her tuition reimbursed when the employee returns to active employment.

24.3 The Hospital shall maintain Staff Development Programs (Orientation, In-Service and Continuing Education) which Programs shall comply with all existing legal requirements and shall be in such form as necessary to the needs of the Hospital as determined by the Senior Vice President of Nursing or her designee.

Mandatories are considered time worked. All reasonable attempts will be made to provide employees adequate time for completion of such mandatories. Requests to complete mandatories after worked hours must be made in advance in writing to the Nursing Director or designee for these hours to be paid. Ear buds for computers will be made available to employees upon request.

24.4 Where an employee must attend a certification course required by an accrediting or regulatory body to work in his/her unit, the employee will be entitled to his/her regular pay as listed below, to attend such certification course.

Certification(s) will be added at the discretion of the Chief Nursing Officer or designee. On-line certification required for work will be compensated with six (6) hours regular pay; excluding: ONS/ONCC Chemotherapy Biotherapy Certification, ENCC, & TNCC.

This does not apply to professional Registered Nurses who need to take a re-certification exam due to previous unsuccessful attempts of obtaining such certification.

Certification Course Hours Grid

Course	Initial	Renewal
ENCC/TNCC	16 hours	16 hours
ONS-ONCC/APHON: Chemotherapy Biotherapy	20 hours	7 hours
ACLS/PALS	16 hours	8 hours
Stroke Education	8 hours	8 hours
NRP	11 hours	11 hours
BLS	4.5 hours	4.5 hours
OB Certification	16 hours	16 hours

24.4 Those Registered Professional Nurses who participate in an assigned committee will be paid those hours attending the committee meeting if the committee meets during scheduled work hours. The director/designee and the Registered Professional Nurse will work collaboratively to make every effort to have the Registered Professional Nurse attend a committee meeting. If such attendance is not possible, the director/designee will provide validation in writing to the Registered Professional Nurse about his/her attendance being impacted beyond their control. Such validation can be used toward PAS requirements. Participation on a Committee or Committees is voluntary, unless required by another provision of this Agreement, in which case an Employee's selection of the Committee or Committee on which to serve shall be the Employee's choice, subject to availability.

Article 25. SEVERABILITY

It is understood and agreed that all agreements herein are subject to all applicable laws now or hereafter in effect; and to the lawful regulations, rulings and orders of regulatory commissions or agencies having jurisdiction. If any provision of this Agreement is in contravention of the laws or regulations of the United States or of the State of New Jersey, such provision shall be superseded by the appropriate provision of such law or regulation, so long as same is in force and effect; but all other provisions of this Agreement shall continue in full force and effect.

Article 26. NO DISCRIMINATION

Neither the Hospital nor the Union shall discriminate against or in favor of any employee on account of race, color, creed, national origin, marital status, sex, religion, age, gender, transgender, citizenship status, sexual orientation, disability, agency status, or any other classification protected by law.

Article 27. PERSONNEL FILES AND RECORDS

27.1 An employee with or without a Union representative may examine any written warning, formal evaluation or written record of an oral warning presented to the employee and placed in her/his personnel file. The employee may respond and place written comments supporting her/his action in the personnel file. Where agreement and/or revision in the documentation as stated in the employee's file has been reached among the parties, such changes shall be made.

27.2 The Hospital shall expunge all disciplinary notices from an employee's file 36 months after the date of the last infraction. All communication forms will be removed no later than twelve (12) months of issuance.

Article 28. EMPLOYEE HEALTH AND SAFETY AND EXAMINATIONS

28.1 Employees may be required to submit to an annual employee health examination which may include chest X-ray, urinalysis, complete blood count (C.B.C.), SMA-12, Mantoux, VDRL, EKG, PAP, and such other tests as the Hospital may designate. Such tests shall be performed in the Hospital at such times as designated by the Hospital during the employee's normal working hours where practicable. The cost of such examinations shall be borne by the Hospital. The Hospital will provide upon request and availability latex and preservative free flu vaccines.

28.2 The Hospital has an obligation to provide a reasonably safe and healthy environment consistent with accepted standards and current laws. The Nursing Safety Committee, which will consist of Registered Nurses and members of Nursing Administration,

will identify patient and nursing safety issues. The Union will appoint two (2) Registered Nurses from the Nursing Safety Committee to participate on the Hospital Environment of Care Committee ("EOC"). The (2) appointed Registered Nurses will advise the EOC of the patient and nursing safety issues identified at the Nursing Safety Committee and suggest protocols and educational programs to the EOC. These protocols and educational programs may include but are not limited to: safe patient handling, latex allergies, and violence prevention. The EOC will create policies and direct educational programs related to staff and patient safety issues. Any policies developed regarding these issues will be provided to the Union consistent with Article 17.3.

Local 4-200 has the right to review and provide input for any protocol for any bargaining unit members working in a hazardous duty situation requiring HAZMAT level protection. Upon the Hospital's activation of the Infectious Disease Response Team protocol, any professional registered nurse providing direct Infections Disease Response Team inpatient care will receive time and one half pay on their regular rate of pay for all hours worked on duty during this situation.

28.3 The Hospital will strive to expeditiously treat employees who are hurt on the job and are referred to the ED for examination. Such treatments will be performed consistent with the Hospital's policies regarding patient care priority.

Article 29. ACUITY AND STAFFING

29.1 A patient classification system will be maintained. Staffing shall be based on patient acuity. Patient census, acuity and resulting workload shall be reviewed on a shift by shift basis and staffing will be adjusted according to need. The decision to downsize will be made at 5:00 AM, 1:00 PM, 5:00 PM, and 9:00 PM. If the decision is to cancel a nurse, the unit will be notified at that time to offer an employee time off. The employee may choose to use either Holiday time or vacation time (see Article 34) when downsized.

29.2 To the extent that the Hospital determines that there is short staffing, the Hospital will make a reasonable effort to procure additional staff. In the opinion of the nurse after the Hospital has reviewed the staffing for any unit, a staffing protest may be filed with the Nursing Administrator by the nurse or nurses affected. Reasonable efforts may include utilization of per diems, float pool, overtime, etc., at the sole discretion of the Hospital.

29.3 The Nursing Administrator will have the incident investigated and a response generated stating the reasons giving rise to the staffing shortage within five (5) days in writing,

absent unusual circumstances. A copy of the staffing protest and Hospital response will be provided to the Union office.

29.4 Section 1: The parties agree to establish a Collaborative Staffing Practice Council (CSPC) of ten (10) members. Five (5) members shall be designated by the employer and five (5) members by the Union, one of whom will be the CNO or his/her designee and one of whom will be the USW President or his/her designee.

The CSPC shall meet at least once a month for the purpose of considering, discussing and reviewing the following:

- A. Concerns regarding nursing practice and/or nursing practice environment unresolved at the unit and division level may be escalated to this Council, including but not limited to emerging evidence; clinical guidelines or procedures; new medications; and, equipment.
- B. The parties agree that the determination of staffing needs is a dynamic process influenced by any one or combination of the following factors: patient needs and acuity; environment in which care is provided; unit and hospital census; professional characteristics, such as clinical competence, experience and skill set of the individual nurse; standards of professional practice; competency with technology and clinical interventions; mix of supplemental staff; previous staffing patterns that have demonstrated improved outcomes; unplanned absences, including sick calls, emergencies, vacancies, and staff feedback. The foregoing factors are illustrative of and not exhaustive.
- C. Any issue affecting employees covered by this agreement or other issues which the Council deems appropriate for consideration, including acuity measurement, the Department of Health staffing guidelines, recent trends in healthcare, and input into restructuring nursing workload so that nurses are working at the top of their license.
- D. Issues and concerns addressed in the meetings of the Council shall include, but not be limited to, patient census; patient acuity (trended patient population on each unit); staffing issues; nurse quality sensitive indicators (e.g. CAUTI, CLABSI, Falls, pressure ulcers); overtime utilization; unit staffing, and sick/non-productive time utilization. With this information the Council will formulate recommendations.
- E. In the event of an increase or decrease in patient census or acuity which affects patient and staffing needs or the opening of a unit, which affects patient and staffing needs, the CSPC shall discuss modification of that unit's staffing

guidelines.

Minutes of the CSPC meetings will be approved by the members of the Council at the following meeting and forwarded to the CNO and USW. After the Council approves the minutes, they will be emailed to all Council members. The agenda for the next meeting will be jointly created at the end of each meeting and forwarded to the Council members, the CNO, and the USW president, which shall not be modified unless the parties agree in advance.

Staffing Guidelines

- Current guidelines as follows:
One nurse care for:
 - o *five medical/surgical patients*
 - o *four intermediate care patients*
 - o *four adolescent patients*
 - o *four pediatric patients*
 - o *four oncology patients*
 - o *three pediatric oncology patients*
 - o *three bone marrow transplant patients*
 - o *three couplets*
 - o *two ICU patients – except where we have built in standard acuity adjustments, for example patients receiving ECMO and Centrimag*
 - o *five ED patients with the understanding that actual staffing for trauma/resuscitation and the pediatric and adult areas of the ED will be greater than this average standard, and actual staffing for care initiation and other areas may be lower than this average standard*
- The CSPC will establish guidelines for those units without guidelines.
- The CSPC may adjust the guidelines to reflect new and innovative care models.

To achieve the expansion of the float pool the hourly float differential shall be increased to \$10 per hour effective upon ratification. Existing MOA will remain in effect, including the new \$10 differential.

To achieve the level of staffing to help further address patient care needs within the Hospital, the Hospital will, effective May 1, 2024, add an additional seventy (70) bargaining unit RN positions over the August 1, 2023 level to be filled by bargaining unit employees, and where they cannot be so filled, they will be staffed by temporary, per diem and/or contracted employees in

accordance with Article 1.4. The parties acknowledge that the additional 70 bargaining unit positions will be a mixture of full time and part time employees and may require adjustment based on the change in complement of the total bargaining unit positions since August 1, 2023 and changes in hospital census.

Effective the first full calendar quarter in 2024, and no longer than fifteen (15) days after the end of the quarter, the hospital shall produce to the Local Union President or designee a Staffing Compliance Report for units covered by the guidelines that provides the following:

- Patient census as reported in the Hospital's clinical system at 7am and 7pm daily
- Nursing staffing utilizing worked time as reported in the Hospital's payroll system for all pay periods ended in the respective calendar quarter including actual bargaining unit staff that worked and travelers and any other qualified staff available for a patient assignment.
- Actual Patient to Nurse Assignment (the "Actual Patient to Nurse Assignment") determined by dividing patient census and nursing staffing as noted above.
- A daily acuity adjusted Unit Staffing Number (the "Unit Staffing Number") applying the above Guidelines across the unit and taking into account intermediate care patient coverage, 1:1 nurse coverage, and charge nurses scheduled to take a patient assignment.

The Union, the CSPC and the Hospital will work together to ensure that all time is recorded in the appropriate units and pay categories (unscheduled time off, productive time...).

Staffing Reward

Effective July 1, 2024, when during a calendar quarter, whenever the staffing on all units with a staffing guideline falls below its Unit Staffing Figure more than 18.5% of the calendar days in the quarter in aggregate, including travelers and any other qualified staff who take patient care assignment, the bargaining unit nurses working on a unit with a staffing deficit shall receive a \$100 bonus for each shift they worked where the Actual Patient to Nurse Assignment was greater than the Unit Staffing Figure. The staffing reward shall be capped quarterly at \$500,000 so that the total Staffing Reward for any calendar year does not exceed \$2 million. To accomplish this, the \$100 bonus will be reduced proportionally so that the total reward does not exceed the quarterly capped amount. For example,

Example 1: Aggregate Threshold not Achieved and Reward not Earned

	Days above Unit Staffing Number	Calendar Days	Percentag e
Unit A	20	91	22.0%
Unit B	15	91	16.5%
Unit C	7	91	7.7%
Unit D	17	91	18.7%
Units in Aggregate	<hr/> 59	<hr/> 364	16.2%

Example 2: Aggregate Threshold Achieved and Reward Earned

	Days above Unit Staffing Number	Calendar Days	Percentag e
Unit A	20	91	22.0%
Unit B	15	91	16.5%
Unit C	7	91	7.7%
Unit D	27	91	29.7%
Units in Aggregate	<hr/> 69	<hr/> 364	19.0%

In this example the nurses working on the 69 days above the Unit Staffing Number will be paid \$100 per shift worked subject to the \$500,000 cap.

In the event a particular nurse is individually subject to a persistent patient assignment in excess of the staffing guidelines, which does not trigger a staffing reward for the unit, that nurse may request that their assignments be reviewed by the CSPC for purposes of addressing the nurse's concerns, which may include a determination that the nurse be eligible for a share of the staffing reward. For purposes of clarity, any individual nurse staffing rewards made under this provision will be included in the quarterly cap and reduced proportionally when appropriate so that the total reward in any quarter does not exceed the capped amount. Further, disputes between the parties regarding this individual award will be resolved by the CSPC which decision will be final. .

In the event of a dispute between the parties regarding the applicability of the staffing reward, the matter will be referred to an expedited thirty (30) day grievance/arbitration procedure (TBD).

If necessary, the Hospital shall have the discretion to suspend the program in the event of: (i) a public health emergency; (ii) mass casualty event; and (iii) environmental/structural emergency.

The staffing reward program will lapse at the end of the contract period (i.e., June 30, 2026), unless extended by mutual agreement.

29.5 Two (2) times a year, a staff meeting will be scheduled on each unit with a Union representative from that service to discuss issues, trends and suggestions regarding staffing and possible cost-saving measures. The meeting will be recorded in the minutes and will be available at the unit level. Upon request, copies of such minutes will be provided to the Union.

29.6 The Patient Classification Committee will meet monthly to review the data produced by the patient classification system that includes the validity and reliability of the classification system. The Union shall appoint representation from each service to the Patient Classification Committee. Recommendations from the Patient Classification Committee will be recorded in the minutes and will be available for review at the monthly Collaborative Practice Committee.

29.7 The Hospital shall maintain a float pool of nurses with up to date competencies. Float pool employees hired into the float pool prior to September 2006, will maintain their no weekend and no holiday status.

All Registered Nurses may request cross training to any unit. The Hospital, in its sole discretion, will decide whether to accommodate a request by a Registered Nurse for cross training.

29.8 Recognizing the needs of the patients, all patients will be cared for by appropriately trained Registered Nurses.

29.9 It is the parties' expectations that all Registered Nurses will practice in accordance with the Nurse Practice Act of the State of New Jersey.

Article 30. FLOATING

30.1 Floating: Floating is defined as the assignment of an employee to a patient care unit other than the one to which he/she is normally assigned. Nurses shall be floated in the following order:

- (1) Volunteer RNs
- (2) Contracted RNs
- (3) Per Diem/Float Pool RNs
- (4) Overtime/Extra Shift RNs
- (5) RNs

30.2 The Hospital and the Union recognize that nurses may or may not have the competency, i.e., training and/or experience, to work in certain clinical areas of practice. Nurses without appropriate competency shall not be floated to such areas unless an emergency exists.

30.3 In an emergency, a nurse will be given tasks commensurate with his/her abilities.

30.4 Each unit will maintain a rotating float list for all bargaining unit employees to determine in an equitable manner who is to float. Nurses floated out of their unit will not be assigned Charge Nurse or higher level acuity unless they have been previously oriented to these assignments on these units. Floating will be equitable with due regard to patient care needs and the clinical skills and abilities of the available nurses. The competency of the Registered Nurse as

well as the needs of the units during the shift are determining factors in floating. Staff may be floated out of turn to meet the needs of the units and to avoid four hour floats.

30.5 A probationary employee with no prior experience in the float area will not be floated to that area. An employee on orientation will not be floated. A newly licensed registered nurse will not be floated until after six (6) months of employment.

30.6 If the Hospital floats a Registered Nurse during his or her shift, the Hospital agrees to make a good faith effort to provide the Registered Nurse with one and a half hours' notice prior to being floated except under the following circumstances:

(b) Patient care issues in the Hospital's judgment require a shorter notice period;

(c) The Registered Nurse who needs to be replaced fails to provide timely notice as provided in this Agreement; or

(d) The Registered Nurse who needs to be replaced leaves work or visits the emergency department prior to the end of his or her shift.

30.7 In the interest of continuity of patient care, the Hospital will make a good faith effort to avoid four-hour floats. Once a Registered Nurse is floated, the Hospital will make a good faith effort to retain that Registered Nurse on the unit for the remainder of his or her shift.

30.8 When a Registered Nurse is floated, he or she will be oriented to the unit and a "Temporary Reassignment Fact Sheet" shall be completed by the Nurse in Charge and provided to the floated Registered Nurse prior to taking a patient care assignment. If the "Temporary Reassignment Fact Sheet" is not completed, the Registered Nurse shall notify the Nurse in Charge.

30.9 The Temporary Reassignment Committee will meet at least on a quarterly basis to review the clinical practice areas for continued effectiveness. Any modifications to the clinical practice areas must be mutually agreed upon.

30.10 Clinical Practice Areas:

(b) Combining of units. When a unit is combined, see Appendix E.

(c) When a Registered Nurse is required to be floated the Hospital will make a good faith effort to float the Registered Nurse within the clinical practice areas as defined in Appendix A.

(d) If a Registered Nurse is floated outside of their designated area (POD) of clinical practice (see Appendix A), he or she will only be required to perform nursing duties consistent with his or her level of competency, specifically a non-specialty medical-surgical assignment, as described in this Article. If a registered nurse is floated out of their designated clinical practice area, they will be compensated at the rate of \$1.00/hr.

30.11 In order for grievances to be filed there needs to have been a continual pattern of noncompliance with this provision.

Article 31. PARKING

31.1 Except as otherwise provided in this paragraph, availability and allocation of parking space is within the discretion of the Hospital. Annual parking fees for employees will be \$20 per pay period. Nurses starting at 7pm who regularly work in the Adult Hospital will be provided with parking spaces in the new Hospital deck. Nurses starting at 11pm will be provided with parking spaces in the new Hospital deck. Nurses starting at 7:00 PM who regularly work in the Children's Hospital will be provided with parking spaces in the Plum Street Deck. Effective January 1, 2024, Forty-dollar (\$40) parking credit for no sick calls in a month

31.2 The Hospital will guarantee a safe secure well lighted and patrolled deck at all times particularly during evening, night and off peak hour shifts. The Hospital will continue to provide such spaces consistent with the growth of the Hospital and increase in staffing. The Hospital will provide a patrolled secure environment within the Hospital area at all times.

Article 32. PROFESSIONAL ADVANCEMENT SYSTEM (PAS).

A Professional Advancement System will be governed by the following principles:

32.1 Certification(s) will be added at the discretion of the Chief Nursing Officer or designee. On-line certification required for work will be compensated with six (6) hours regular pay; excluding: ONS/ONCC Chemotherapy Biotherapy Certification, ENCC, & TNCC.

32.2 This does not apply to professional Registered Nurses who need to take a re-certification exam due to previous unsuccessful attempts of obtaining such certification.

32.3 Employees hired on and after July 1, 1997, must participate in the Advancement System in order to receive the Certification differential referenced in Article 6.7. All full-time and part-time employees who are on the payroll as of June 30, 1997, and who work 32 or more hours per bi-weekly pay period will forever receive during their employment certification differential without regard to their participation in the Advancement System.

32.4 All full-time employees and part-time employees who work 32 hours per bi-weekly pay period are eligible to participate in the Advancement System.

32.5 The Professional Advancement Review Committee (PARC) and the Advancement System negotiation subgroup and other interested staff will serve to develop the Advancement System infrastructure modifications. The group will have three months to complete their work (October 1, 1997). The group will meet after six months and then at least annually to review any proposed changes to the Advancement System.

32.6 There will be a 4 (four) step PAS.

32.7 The framework of the Advancement System will be Care, Outreach, Research and Education (CORE), the four (4) domains of the mission statement of Robert Wood Johnson University Hospital and will reflect the Robert Wood Johnson University nursing philosophy and the tenets of Magnet ©.

32.8 The Advancement Program is available for employees who have successfully completed their probationary period and who have received a minimum of “Meets Standards” on their evaluation. Employees who qualify and submit the appropriate documentation for advancement on or before the one-hundred eightieth (180th) day of employment, which shall be distributed as part of the Hospital’s nursing orientation, will be provided with pay on a go forward basis from the date of completed application submission. CNIII and CNIV time frame application should be sixty (60) days before and thirty (30) days after the anniversary date.

32.9 The payments for employees, both full-time and part-time, who have successfully met applicable requirements shall be as follows:

First Level	\$.10/hour
Second Level	\$.55/hour (additional \$.45/hour) upon qualifying under new criteria.
Third Level	\$1600 annual bonus.
Fourth Level	Additional \$350 annual bonus above CNIII.

Beginning with the 2016 PAS cycle, those Professional Registered Nurses who are participants of the Professional Advancement System (PAS) will be eligible to receive an annual one-time cash payment. This payment will be awarded if the target level of the Hospital’s patient experience organizational goal is achieved. The one time annual award is based on 10% of \$250

for CNI and 10% of \$1000 for CNII, and 10% of award (bonus) amount for the CNIII and CNIV levels. This will be awarded in the 2nd quarter.

Article 33. EMERGENCY DUE TO INCLEMENT WEATHER

On occasions where snow or inclement weather exists and the Hospital declares an emergency, an employee whose arrival to work is delayed for up to one (1) hour shall not be docked pay. If the reporting time is within two hours of the starting time, the second hour may be paid as vacation or personal time at the employee's request.

In order to maintain adequate staffing, some employees may be requested to work overtime until proper relief arrives. Should an emergency situation exist, all hourly employees who remain and work extra hours after being so requested, will receive premium pay for all hours worked in excess of eight (8)* hours or their regular 10 or 12 hour shifts. An emergency situation will include:

1. Any time the State of New Jersey effectuates a State of Emergency.
2. Any time the County of Middlesex effectuates a State of Emergency.
3. Any other situation as deemed an emergency by the Executive Vice President or designee.

The Hospital will maintain an electronic Emergency Alert Notifications service. Employees will have continuous ability to sign up for emergency alerts. The Hospital will send out quarterly messages to employees regarding sign-up for this service. The Local will assist in getting this message out to employees and encourage their participation.

Article 34. PAID TIME OFF (PTO)

Effective March 24, 2013, all verbiage in the contract referring to vacation days, holidays, personal days and birthday will be reviewed for consideration to be replaced with the term PTO. The PTO accrual cycle will run annually from the first pay of the second quarter through the last pay of the first quarter of the following year. (Example: year 1 cycle runs March 24, 2013 through March 22, 2014). PTO is accrued on a pay period basis based on your date of hire. PTO can be utilized after the successful completion of the probationary period.

All regular and part time employees (scheduled to work 16 hours or more per week) are eligible to accrue PTO. Temporary employees, regardless of scheduled hours, are not eligible for

Paid Time Off. Full time employees will accrue PTO based on the chart below. PTO up to the maximum accrual for full time employees is shown in the PTO chart within this article. Part time employees will accrue PTO on a pro-rated basis based upon employment status. New employees will begin to accrue PTO hours on their date of hire. During the PTO cycle, employees may accrue PTO up to the maximum on the following chart plus 96 hours. There is a minimum requirement that up to 96 hours of PTO be utilized each annual accrual cycle prorated based upon employment status. If not utilized these hours would be forfeited. In cases where two (2) written PTO requests have been submitted and denied and the employee has not taken the required 96 hours in the PTO cycle, a two (2) month extension will be applied to the accrual cycle period for the employee. This extension will be agreed upon, documented, and placed into the employee's departmental file. Upon the close of each respective PTO cycle, the maximum accruals as indicated on the PTO chart within this article will be applied.

The carry over maximum accrual amounts permitted are as indicated on the chart below. The carry over maximums for part time employees will be pro-rated accordingly. PTO in excess of this amount per PTO accrual cycle will be forfeited. Current contract language for maximum carry forward accruals is maintained. The conversion guidelines chart is attached in Appendix D. Upon termination, any earned but unused PTO will be paid out to the employee less any pro-rated amount of the 96 hours not used during the PTO cycle. Employees who are discharged or have resigned without giving proper notice of such resignation, shall forfeit any right to accrued PTO.

*All employees as of December 31, 2012, who were grandfathered regarding vacation time accrual based on seniority under the previous agreement will receive consistent accruals under PTO. There is a letter on file in the Human Resources and Union office identifying those individuals and their rates.

The amount of Paid Time Off an employee is entitled to is based on years of service. The annual accrual schedules for full time employees are as follows and are based on a 40 hour work week, 8 hour day:

<u>Years of Service</u>	<u>Maximum Annual Accrual</u>	<u>Max Accrual</u>	
		<u>Days</u>	<u>Hours Annually</u>
Less than 3 Years	27 days/year (8.31hours/bi-weekly pay/ 216 hours annually)	22.5	180

		Max Accrual	
<u>Years of Service</u>	32 days/year (9.85 hours/bi-weekly pay/ 256 hours annually) <u>Maximum Annual Accrual</u>	30.0	240
16 Years	34 days/year (10.46 hours/bi-weekly pay/272 hours annually)	33.0	264
17 Years	35 days/year (10.77 hours/bi-weekly pay/280 days/hours annually)	34.5	276
18 Years	36 days/year (11.08 hours/bi-weekly pay/288 hours annually)	36.0	288
19 Years	37 days/year (11.38 hours/bi-weekly pay/296 hours annually)	37.5	300
20 Years	38 days/year (11.69 hours/bi-weekly pay/304 hours annually)	39.0	312
30 Years	39 days/year (12 hours/bi-weekly pay/312 hours annually)	40.5	324

PTO Breakdown	
Years at RWJUH	Vacation Days Accrued Per Year
Less than 3 years	15 days
3 – 15 years	20 days
16 years	22 days
17 years	23 days
18 years	24 days
19 years	25 days
20 years	26 days
30 years	27 days

* Vacation days accrued is based on Full-Time Status

** All PTO time is based on 8 hour shifts

Less Than 3 Years of Service										
Employee Status	Annual Vacation Allotment		Annual Holiday & Personal Time Allotment		Total Annual PTO		Per-Pay PTO Accrual	1 ½ Annual Vacation Allotment		Total PTO Maximum
	Days	Hours	Days	Hours	Days	Hours	Hours	Days	Hours	
2/5 (0.40 FTE)	6.00	48.02	4.80	38.40	10.80	86.42	3.32	9.00	72.04	110.44
3/5 (0.60 FTE)	9.00	72.04	7.20	57.60	16.20	129.64	4.99	13.51	108.05	165.65
4/5 (0.80 FTE)	12.01	96.05	9.60	76.80	21.61	172.85	6.65	18.01	144.07	220.87
9/10 (0.90 FTE)	13.51	108.05	10.80	86.40	24.31	194.45	7.48	20.26	162.08	248.48
Full-Time	15.00	120.00	12.00	96.00	27.00	216.00	8.31	22.50	180.00	276.00

3 - 15 Years of Service										
Employee Status	Annual Vacation Allotment		Annual Holiday & Personal Time Allotment		Total Annual PTO		Per-Pay PTO Accrual	1 ½ Annual Vacation Allotment		Total PTO Maximum
	Days	Hours	Days	Hours	Days	Hours	Hours	Days	Hours	
2/5 (0.40 FTE)	8.01	64.04	4.80	38.40	12.81	102.44	3.94	12.01	96.06	134.46
3/5 (0.60 FTE)	12.01	96.06	7.20	57.60	19.21	153.66	5.91	18.01	144.09	201.69
4/5 (0.80 FTE)	16.01	128.08	9.60	76.80	25.61	204.88	7.88	24.02	192.12	268.92
9/10 (0.90 FTE)	18.01	144.09	10.80	86.40	28.81	230.49	8.87	27.02	216.14	302.54
Full-Time	20.00	160.00	12.00	96.00	32.00	256.00	9.85	30.00	240.00	336.00

16 Years of Service										
Employee Status	Annual Vacation Allotment		Annual Holiday & Personal Time Allotment		Total Annual PTO		Per-Pay PTO Accrual	1 ½ Annual Vacation Allotment		Total PTO Maximum
	Days	Hours	Days	Hours	Days	Hours	Hours	Days	Hours	
2/5 (0.40 FTE)	8.80	70.38	4.80	38.40	13.60	108.78	4.18	13.20	105.58	143.98
3/5 (0.60 FTE)	13.20	105.58	7.20	57.60	20.40	163.18	6.28	19.80	158.36	215.96
4/5 (0.80 FTE)	17.60	140.77	9.60	76.80	27.20	217.57	8.37	26.39	211.15	287.95
9/10 (0.90 FTE)	19.80	158.36	10.80	86.40	30.60	244.76	9.41	29.69	237.55	323.95
Full-Time	22.00	176.00	12.00	96.00	34.00	272.00	10.46	33.00	264.00	360.00

17 Years of Service										
Employee Status	Annual Vacation Allotment		Annual Holiday & Personal Time Allotment		Total Annual PTO		Per-Pay PTO Accrual	1 ½ Annual Vacation Allotment		Total PTO Maximum
	Days	Hours	Days	Hours	Days	Hours	Hours	Days	Hours	
2/5 (0.40 FTE)	9.20	73.61	4.80	38.40	14.00	112.01	4.31	13.80	110.41	148.81
3/5 (0.60 FTE)	13.80	110.41	7.20	57.60	21.00	168.01	6.46	20.70	165.62	223.22
4/5 (0.80 FTE)	18.40	147.22	9.60	76.80	28.00	224.02	8.62	27.60	220.82	297.62
9/10 (0.90 FTE)	20.70	165.62	10.80	86.40	31.50	252.02	9.69	31.05	248.43	334.83

Full-Time	23.00	184.0 0	12.00	96.00	35.00	280.00	10.77	34.50	276.00	372.00
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18 Years of Service										
Employee Status	Annual Vacation Allotment		Annual Holiday & Personal Time Allotment		Total Annual PTO		Per-Pay PTO Accrual	1 ½ Annual Vacation Allotment		Total PTO Maximum
	Days	Hours	Days	Hours	Days	Hours	Hours	Days	Hours	
2/5 (0.40 FTE)	9.60	76.83	4.80	38.40	14.40	115.23	4.43	14.41	115.25	153.65
3/5 (0.60 FTE)	14.41	115.25	7.20	57.60	21.61	172.85	6.65	21.61	172.87	230.47
4/5 (0.80 FTE)	19.21	153.66	9.60	76.80	28.81	230.46	8.86	28.81	230.50	307.30
9/10 (0.90 FTE)	21.61	172.87	10.80	86.40	32.41	259.27	9.97	32.41	259.31	345.71
Full-Time	24.00	192.00	12.00	96.00	36.00	288.00	11.08	36.00	288.00	384.00

19 Year of Service										
Employee Status	Annual Vacation Allotment		Annual Holiday & Personal Time Allotment		Total Annual PTO		Per-Pay PTO Accrual	1 ½ Annual Vacation Allotment		Total PTO Maximum
	Days	Hours	Days	Hours	Days	Hours	Hours	Days	Hours	
2/5 (0.40 FTE)	9.99	79.95	4.80	38.40	14.79	118.35	4.55	14.99	119.93	158.33
3/5 (0.60 FTE)	14.99	119.93	7.20	57.60	22.19	177.53	6.83	22.49	179.89	237.49
4/5 (0.80 FTE)	19.99	159.90	9.60	76.80	29.59	236.70	9.10	29.98	239.86	316.66
9/10 (0.90 FTE)	22.49	179.89	10.80	86.40	33.29	266.29	10.24	33.73	269.84	356.24
Full-Time	25.00	200.00	12.00	96.00	37.00	296.00	11.38	37.50	300.00	396.00

20 - 29 Years of Service										
Employee Status	Annual Vacation Allotment		Annual Holiday & Personal Time Allotment		Total Annual PTO		Per-Pay PTO Accrual	1 ½ Annual Vacation Allotment		Total PTO Maximum
	Days	Hours	Days	Hours	Days	Hours	Hours	Days	Hours	
2/5 (0.40 FTE)	10.40	83.18	4.80	38.40	15.20	121.58	4.68	15.60	124.76	163.16
3/5 (0.60 FTE)	15.60	124.76	7.20	57.60	22.80	182.36	7.01	23.39	187.15	244.75

4/5 (0.80 FTE)	20.79	166.3 5	9.60	76.80	30.39	243.15	9.35	31.19	249.53	326.33
9/10 (0.90 FTE)	23.39	187.1 5	10.80	86.40	34.19	273.55	10.52	35.09	280.72	367.12
Full-Time	26.00	208.0 0	12.00	96.00	38.00	304.00	11.69	39.00	312.00	408.00

30 or More Years of Service										
Employee Status	Annual Vacation Allotment		Annual Holiday & Personal Time Allotment		Total Annual PTO		Per-Pay PTO Accrual	1 ½ Annual Vacation Allotment		Total PTO Maximum
	Days	Hours	Days	Hours	Days	Hours	Hours	Days	Hours	
2/5 (0.40 FTE)	10.80	86.40	4.80	38.40	15.60	124.80	4.80	16.20	129.60	168.00
3/5 (0.60 FTE)	16.20	129.6 0	7.20	57.60	23.40	187.20	7.20	24.30	194.40	252.00
4/5 (0.80 FTE)	21.60	172.8 0	9.60	76.80	31.20	249.60	9.60	32.40	259.20	336.00
9/10 (0.90 FTE)	24.30	194.4 0	10.80	86.40	35.10	280.80	10.80	36.45	291.60	378.00
Full-Time	27.00	216.0 0	12.00	96.00	39.00	312.00	12.00	40.50	324.00	420.00

ARTICLE 35. UNION LEAVE OF ABSENCE

Leaves of absence for the purpose of accepting positions with the International or Local Unions shall be available to a reasonable number of employees. Adequate notice of intent to apply for leave shall be afforded management to enable the Hospital to make proper provisions to fill the job to be vacated. Such leaves of absence shall be for a period not in excess of one (1) year. Upon returning from such leave of absence an employee will be assisted to return to available positions within the Hospital. The parties will ensure those premium payments and other administrative arrangements for medical insurance and other applicable benefit programs

will be handled so there is no interruption in the employee's coverage while on such leave of absence.

ARTICLE 36. SUCCESSOR LANGUAGE

The employer agrees that if, during the life of the Collective Bargaining Agreement (Agreement) which this successor ship understanding is part of, this facility is sold, leased, transferred or assigned, the Employer shall inform the purchaser, lessee, transferee, or assignee, of the exact terms of this Agreement and shall make the sale, transfer or assignment conditional upon the purchaser, lessee, transferee or assignee, assuming all the obligations of this Agreement until the expiration date and treating the affected employees of the Bargaining unit in accordance with the terms of the Agreement.

ARTICLE 37. DURATION OF AGREEMENT

34.1 This Agreement shall be in effect from December 15, 2023 to June 30, 2026. It shall automatically renew itself from year to year thereafter provided, however, that either party may give written notice to the other not less than ninety (90) days prior to June 30, 2026 or a subsequent anniversary date, of a desire to make changes therein or to terminate the Agreement.

34.2 The provisions of this aforementioned Agreement shall be conclusive between the parties, their successors or assigns, for its duration as to all bargainable matters or issues unless the Hospital and the Union mutually agree to alter, amend, supplement, enlarge or modify any of its provisions.

37.3. All side letters carried forward.

ARTICLE 38: PUBLIC HEALTH EMERGENCY

The Hospital and the Union share a mutual interest in assuring the health and safety of patients, clients, families, staff and the community. The Hospital and the Union wish to work together to take reasonable steps to protect patients, clients, families and staff from unnecessary exposure to communicable diseases, including COVID-19. Nurses are on the front lines in the delivery of essential health services to patients during a declared Public Health Emergency (e.g., pandemic influenza or COVID-19) as determined by the Hospital to be considered an emergency subject to the provisions stated herein. In such circumstances, the Hospital and the Union may utilize the Center for Disease Control, World Health Organization, and the other public health agencies for guidance.

During the period of time the Hospital declares a Public Health Emergency Situation:

38.1 (a) An employee who is unable to work due to a confirmed RWJUH occupational exposure to communicable disease; or has tested positive after an RWJUH occupational exposure; shall be eligible to apply for a leave of absence and use sick time for the first seven days. Use of sick time will not be disciplinary.

38.1 (b) An employee who is unable to work as a result of a quarantine status from a non-occupational exposure to communicable disease; and has tested positive from non-occupational exposure shall be eligible to use sick time. Use of sick time will not be disciplinary.

38.1 (c) The Hospital will provide all employees who have been exposed to communicable disease with notice as soon as possible. The notice will include: the date of exposure, assessment of exposure risk and Hospital decision on whether the bargaining unit member can return to work.

38.1 (d) Employees who develop symptoms of said communicable disease or have had close contact with a suspected or confirmed case of communicable disease will be considered a priority for testing. This provision shall not have any impact on an employee's eligibility for any of the paid leave benefits set forth in this Article.

38.1 (e) The Hospital will provide the Union with the number of bargaining unit members who have been exposed to a communicable disease, the number placed in quarantine, if any, and those on leave of absence as a result of a communicable disease.

38.1(f) An employee who is unable to work due to being part of the CDC's at-risk group for a communicable disease (e.g., for COVID-19, older than 60 or with an underlying medical condition) may request an accommodation.

38.1 (g) Nothing in this agreement is intended to prevent employees from accessing other state or federal benefits for which they may qualify, including but not limited to unemployment compensation insurance, paid family and medical leave, workers compensation, or any state or federal law that may apply.

38.2(a) During a Hospital determined Public Health Emergency, the Hospital will provide scrubs to employees in designated units including any unit in which patients who are suspected or positive for a communicable disease are treated, unless unavailable for reasons outside the control of the Hospital. If there is a shortage, the Union shall be notified and a meeting will be held to review the reasons and responses for the shortage. The Hospital will make its best effort

to provide employees a place to don and doff their uniforms, so they do not have to bring their uniforms home. The Hospital will be responsible for laundering Hospital-provided scrubs.

38.2 (b) If there is a shortage of PPE during a hospital declared Public Health Emergency, the Union shall be notified and a meeting will be held to review the reasons for and responses to the shortage. During such shortage PPE shall first be distributed to staff providing direct patient care to patients afflicted by the hospital declared emergency.

38.3 Employees who are not able to take PTO as a result of a hospital declared Public Health Emergency and who have reached their PTO balance cap will have the ability to cash out the necessary hours as to bring them below the max accrual balance.

38.4 (a) Staffing. The Union recognizes that nurses may need to float from their home unit/pod during a hospital declared Public Health Emergency and during such event the floating policy as set forth in Appendix A will be relaxed. Should the need to relax the pods exceed 30 days the Union and the Hospital will meet to discuss the matter. The Union and the Hospital will meet every 30 days to review this floating until the hospital declared emergency is concluded.

38.4 (b) The Union recognizes the Hospital may be operating with low census during a hospital declared emergency. Prior to implementing low census the employees' manager or the staffing office will work with the employee to make them available in the labor pool. If no labor pool assignment is available, employees will be offered to use PTO. Mandatory cancellations will be done by reverse seniority within the bargaining unit, unless the Hospital asks for volunteers.

38.4 (c) Training & Experience: The Employer is responsible for providing appropriate orientation and training to a nurse necessary to safely perform assigned task. For example, (1) correct use and fitting of personal protective equipment; 2) geography of the work area; 3) location/use of supplies/equipment; 4) healthcare team contact information; 5) shift routines; 6) required documentation; 7) safety procedures; 8) unit/area-specific protocols; 9) partnering with a more experienced nurse as a resource if possible.

38.4 (d) Except as otherwise provided in this Agreement, the Float terms of the applicable collective bargaining agreement will remain in effect.


38.4 (e) During a declared Public Health Emergency, employees schedules may be changed based on the needs of the hospital with two (2) weeks' notice when reasonably possible. Employees will have the option to utilize their PTO if there is a reduction in their work hours.

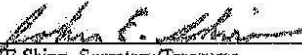
38.4(f) Upon the discontinuation of the hospital declared Public Health Emergency normal business operations will resume and the emergency staffing provisions outlined by the Hospital and the Union will be discontinued.

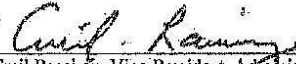
38.5 The Hospital and the Union recognize that when the Hospital declares a Public Health Emergency it is a unique, fast developing ever changing situation, and commit to ongoing dialogue around the issue(s).

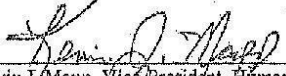
IN WITNESS WHEREOF, THE PARTIES HERETO have caused this Contract to be duly
executed as of the day and year first written above.

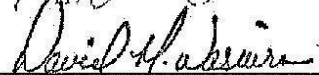
UNITED STEEL WORKERS
AFL-CIO-CLC


David McCaff, International President


John R. Shinn, Secretary/Treasurer



Emil Ramirez, Vice-President, Administration

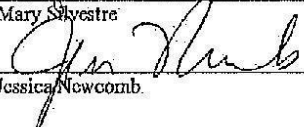

Kevin J. Mapp, Vice-President, Human Affairs


David M. Wasiura, Director, District #4



Joe Arico, Staff Representative

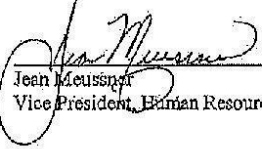
LOCAL 4-200 NEGOTIATING COMMITTEE


Mary Sylvestre


Jessica Newcomb

ROBERT WOOD JOHNSON
UNIVERSITY HOSPITAL


Bill Arnold
CEO


Jean Meussner
Vice President, Human Resources

STIPULATION I
RWJUH
RN'S STEPS

Effective July 1, 2024			Effective July 1, 2024			Effective July 1, 2025		
<1 Year	\$	45.15	<1 Year	\$	46.48	<1 Year	\$	47.85
1 Year	\$	45.40	1 Year	\$	46.73	1 Year	\$	48.10
2 Years	\$	46.22	2 Years	\$	46.98	2 Years	\$	48.36
3 Years	\$	47.05	3 Years	\$	47.84	3 Years	\$	48.63
4 Years	\$	47.88	4 Years	\$	48.70	4 Years	\$	49.52
5 Years	\$	48.71	5 Years	\$	49.55	5 Years	\$	50.40
6 Years	\$	52.01	6 Years	\$	50.41	6 Years	\$	51.29
7 Years	\$	53.31	7 Years	\$	53.83	7 Years	\$	52.18
8 Years	\$	54.35	8 Years	\$	55.18	8 Years	\$	55.71
9 Years	\$	55.38	9 Years	\$	56.25	9 Years	\$	57.11
10 Years	\$	57.16	10 Years	\$	57.32	10 Years	\$	58.22
11 Years	\$	59.27	11 Years	\$	59.16	11 Years	\$	59.33
12 Years	\$	61.02	12 Years	\$	61.35	12 Years	\$	61.23
13 Years	\$	61.02	13 Years	\$	63.16	13 Years	\$	63.50
14 Years	\$	62.68	14 Years	\$	63.16	14 Years	\$	65.37
15 Years	\$	62.68	15 Years	\$	64.87	15 Years	\$	65.37
16 years	\$	63.26	16 years	\$	64.87	16 years	\$	67.14
17 Years	\$	63.26	17 Years	\$	65.47	17 Years	\$	67.14
18 Years	\$	63.26	18 Years	\$	65.47	18 Years	\$	67.76
19 Years	\$	63.80	19 Years	\$	65.47	19 Years	\$	67.76
20 years	\$	63.80	20 years	\$	66.03	20 years	\$	67.76
21 Years	\$	63.80	21 Years	\$	66.03	21 Years	\$	68.34
22 Years	\$	63.80	22 Years	\$	66.03	22 Years	\$	68.34
23 Years	\$	63.80	23 Years	\$	66.03	23 Years	\$	68.34
24 Years	\$	64.72	24 Years	\$	66.03	24 Years	\$	68.34
25 Years	\$	64.72	25 Years	\$	66.98	25 Years	\$	68.34

26 years	\$	64.72	26 years	\$	66.98	26 years	\$	69.33
27 Years	\$	64.72	27 Years	\$	66.98	27 Years	\$	69.33
28 Years	\$	64.72	28 Years	\$	66.98	28 Years	\$	69.33
29 Years	\$	65.61	29 Years	\$	66.98	29 Years	\$	69.33
30 Years	\$	65.61	30 Years	\$	67.91	30 Years	\$	69.33
31 Years	\$	65.61	31 Years	\$	67.91	31 Years	\$	70.28
32 Years	\$	65.61	32 Years	\$	67.91	32 Years	\$	70.28
33 Years	\$	65.61	33 Years	\$	67.91	33 Years	\$	70.28
34+ Years	\$	66.95	34 Years	\$	67.91	34 Years	\$	70.28
RNFA 0-9 Years	\$	68.95	35+ Years	\$	69.30	35 Years	\$	70.28
RNFA 10+ Years	\$	70.95	RNFA 0-9 Years	\$	71.30	36+ Years	\$	71.72
			RNFA 10+ Years	\$	73.30	RNFA 0-9 Years	\$	73.72
						RNFA 10+ Years	\$	75.72

APPENDIX A

TEMPORARY REASSIGNMENT
CLINICAL PRACTICE AREAS
ADULT MEDICAL- SURGICAL

Medical/Surgical A	Medical/Surgical B	Medical/Surgical C	Medical/Surgical D
Surgical Unit (9T)	Medical Telemetry (4W)	Bone Marrow Transplant (BMTU)	Surgical Oncology (6 North)
Renal/Transplant (8T)	Cardiology/Interventional (4T)	Medical Oncology (4N)	Surgical Unit (9 Tower)
Neuroscience (7T)	Cardiology (5T)	Hematology Oncology (5N)	Orthopedics (2 East)
Orthopedics (2 East)	Heart Failure / Transplant (6T)	Surgical Oncology (6N)	
Respiratory Care Unit (RCU)	Cardiac Surgery (2CORE)		
Admission Unit - North & South	Medical Telemetry (SBMU)		

All Nurses may be re-assigned to the holding areas based upon the needs of the patient.

The Admission Unit South will be staffed as an intermediate care unit until such time as the patient population may change, though break and meal coverage shall be provided.

The Hospital will consider alternatives to avoid "double floats" when adequate personnel is otherwise available.

APPENDIX A

TEMPORARY REASSIGNMENT

CLINICAL PRACTICE AREAS

ADULT CRITICAL CARE / EMERGENCY DEPARTMENT

All Critical Care areas can be reassigned to other Critical Care Areas

TEMPORARY REASSIGNMENT

CLINICAL PRACTICE AREAS

ADULT CRITICAL CARE/EMERGENCY DEPT.

All Critical Care areas can be reassigned to other Critical Care Areas

MICU	CCU	CVICU	Neuro ICU	Trauma ICU	ED
5 Tower IMC	4 Tower IMC	PACU	7 Tower IMC	9 Tower IMC	RDU North
7 Tower IMC	5 Tower IMC	2 Core IMC	PACU	PACU	RDU South
4 West IMC	6 Tower IMC	6 Tower IMC	6 North IMC	6 North IMC	
RCU IMC	4 West IMC		9 Tower IMC	2 East Ortho IMC	
	RCU IMC				

***IMC- Intermediate Care Unit on respective unit**

All Nurses may be re-assigned to the holding areas based upon the needs of the patient.

APPENDIX A

ADULT PERIOPERATIVE SERVICES

Same Day Surgery (SDS)	Post Anesthesia Care Unit (PACU)	Pre-Admission Testing (PAT)	Operating Room
PACU	SDS	SDS	
PAT	PAT	PACU	

All Nurses in the above areas may be reassigned to each area based on patient's needs.

All nurses may be reassigned in 2 hour blocks based on the needs of the patients.

APPENDIX A

TEMPORARY REASSIGNMENT

ADULT CLINICAL OPERATIONS

Special Procedures	Endoscopy	Medical Same Day (MSD)	Cardiodynamics	Same Day Cath Lab	Cardiac Cath Lab
Endoscopy	Special Procedures	Special Procedures	Special Procedures	Special Procedures	Special Procedures
MSD	MSD	Endoscopy	Endoscopy	Endoscopy	Cardiodynamics
Cardiodynamics	Cardiodynamics	Same Day Cath Lab	MSD	MSD	Same Day Cath Lab
Same Day Cath Lab	Same Day Cath Lab	Cardiac Cath Lab	Same Day Cath Lab	Cardiodynamics	Endoscopy
Cardiac Cath lab	Cardiac Cath Lab		Cardiac Cath Lab	Cardiac Cath Lab	MSD

All Nurses in the above areas may be reassigned to each area based on patient's needs.

All nurses may be reassigned in 2 hour blocks based on the needs of the patients.

All Nurses may float within their pod and be given an assignment based on their competency which for example include: pre-admission calls, admission assessment, IV's, completing documentation, medication administration, specimen collection, monitoring patients, discharge instructions

APPENDIX A

TEMPORARY REASSIGNMENT CLINICAL PRACTICE AREAS

BMSCH

Pediatric Float Pool

(Can float to the entire Children's Hospital) (PED)

Pediatric Intensive Care Unit (PICU)	Pediatrics (PEDS)	Adolescents (Adol)	Pediatric Hematology & Oncology (PHOC)	Pediatric Same Day Surgery (PSDS)	Neonatal Intensive Care/ Special Care Nursery	Pediatric Emergency Department
PEDS	PICU	PICU	PICU	PICU	NBN	
ADOL	ADOL	PEDS	PEDS	PEDS	PEDS	
PHOC	PHOC	PHOC	ADOL	ADOL	PICU	
PSDS	PSDS	PSDS	PSDS	PHOC		
SCN	SCN					
NICU						

All Nurses may be reassigned to the holding areas based upon the needs of the patient.

All Nurses may be reassigned to non-preference card areas based on staffing needs.

APPENDIX A

TEMPORARY REASSIGNMENT CLINICAL PRACTICE AREAS

BMSCH

APPENDIX A

TEMPORARY REASSIGNMENT

CLINICAL PRACTICE AREAS PERINATAL

POSTPARTUM MOTHER/BABY	LABOR AND DELIVERY (L&D)	ANTEPARTUM	NEWBORN (NBN)
Antepartum	Antepartum	L&D	SCN
NBN	NBN	Mother/Baby Postpartum	Mother/Baby Postpartum
SCN	Mother/Baby Postpartum	NBN	Antepartum

All Nurses may be reassigned to the holding areas based upon the needs of the patient.

All Nurses may be reassigned to non-preference card areas based on staffing needs.

APPENDIX B

Scheduled to work M-F 7 AM - 3:30 PM
On Monday stays until 4:30 PM
On Tuesday is asked to cover a second shift
On Wednesday is on call and gets called in
On Thursday leaves one (1) hour early

D = Day
E = Evening
N = Night

		<u>Calculation</u>	
		<u>Regular</u>	<u>OT</u>
S			
M	7:00 AM- 4:30 PM	8 – D, 1 D	
T	7:00 AM - 11:30 PM	8 - D	7.5 - E
W	7:00 AM - 3:30 PM	8 - D	4 - Night
TH	7:00 AM - 2:30 PM	7.0 - D	
F	7:00 AM - 3:30 PM	8 - D	
S			
	Total	40 - Days	7.5 - OTEve 4.0- OTNight

Scheduled to work MWF 7 AM - 7:30PM
worked extra shift Sunday

		<u>Calculation</u>	
		<u>Regular</u>	<u>OT</u>
S	3 PM -11:30 PM	4 Eve	4Eve
M	7AM-7:30PM	12D	
T			
W	7 AM – 7:30 PM	12 Day	
TH			
F	7 AM – 7:30 PM	12 Day	
S			
	Total	36 D,4E	4 OT Eves

Scheduled to work 7PM - 7:30 AM MWF

On-Call and get called in Tuesday and Thursday

		<u>Calculation</u>	
		<u>Regular</u>	<u>OT</u>
S			
M	7PM-7:30A	12N	
T	3PM-8PM	4E	1E
W	7PM-7:30AM	12N	
TH	11P-2P		4N
F	7PM-7:30AM	12N	
S			
		36Night, 4E	1Eve, 4N

Scheduled to work day shift 2-8's and 2-12's

M & Th 7 AM - 3:30 PM W & F 7 AM - 7:30PM

Monday they are asked to work an extra shift

		<u>Calculation</u>	
		<u>Regular</u>	<u>OT</u>
S			
M	7:00AM-10:30PM	8 D	7 E
T			
W	7:00AM-7:30PM	12D	
TH	7:00AM-3:30PM	8D	
F	7:00-7:30PM	12 D	
S			
		40 Reg Day	7 OT eve

APPENDIX C

CASE MANAGERS REGISTERED NURSES

This Appendix is intended to set forth the terms and conditions of employment for the Case Managers who are part of the larger bargaining unit of Registered Nurses. Unless otherwise indicated, the provisions of the Collective Bargaining Agreement governing the Registered Nurses (“CBA”) apply to the Case Managers.

In all articles of the CBA that apply to the Case Managers, where there are references to the “Vice President of Nursing”, “Nursing Director”, or “supervisor”, for the purposes of this article those terms shall be replaced with the “Director of Case Management and Discharge Planning or his or her authorized designee.”

In all articles of the CBA that apply to the Case Managers, where there are references to seniority, for the purposes of this article, seniority shall be calculated from the Case Manager’s date of hire in any position covered by Article 1.1, consistent with Article 5.4.

In all articles of the CBA that apply to the Case Managers, where there are references to shift differentials, for the purposes of this article, shift differentials for Case Managers shall be governed by the Hospital’s Shift Differential policy.

Article 1. Recognition and Responsibility

- 1.1 Amend this section to include the Case Managers.
- 1.5 Remove language regarding the weekend program.
- 1.5(b) Remove the language regarding three twelve hour shifts.

Article 5. Seniority

5.1. All existing case managers as of August 2006 are recognized with all past bargaining unit service.

5.3. This section will be applied to the Case Managers, as long as the Case Manager is seeking to bump into a position in an area for which the Hospital has allotted an orientation timeframe of three months or less.

5.4(g). Replace twelve (12) months with six (6) months and eighteen (18) months with twelve (12) months.

5.5(a). This provision is applicable to Case Managers as long as the position has been allotted a timeframe for orientation of three months or less by the Hospital.

Article 6. Wages

6.1. New hires and internal transfers will be assigned a rate of pay based on their RN experience. That rate will be equivalent to current case managers with similar experience.

6.2(a). This provision will not be applied to the Case Managers.

6.2(b). Case managers will be moved onto the RN pay scale in the following way:

- Effective July 1, 2016, all case managers whose pay is not equal to their level of the RN pay scale will receive in addition to the general wage increase a \$1 increase or the RN pay scale level, whichever is less.
- Effective July 1, 2017, all case managers whose pay is not equal to their level of the RN pay scale will receive in addition to the general wage increase a \$1 increase or the RN pay scale level, whichever is less.

6.3 This provision will not be applied to the Case Managers.

6.4 The language after the following sentence will not applied to the Case Managers:

“The crediting of all or any portion of a prospective employee’s experience shall be determined by the Hospital in its sole discretion either at the time such prospective employee commences employment with the Hospital, or during the employee’s probationary period.”

6.5 This provision will be applied to the Case Managers

6.6 Apply BSN (\$0.25) and MSN (\$0.50) pay.

6.7 Apply certification pay (\$1.75).

6.8(b). This provision will not be applied to the Case Managers

6.9 Effective upon ratification of this Agreement this provision will be applied to the Case Managers.

Article 7. Hours of Work and Premium Pay

Replace this Article in its entirety with the following provisions:

7.1 The normal workweek of each employee shall consist of five (5) days as scheduled by the Hospital during any seven (7) day period. A normal workday shall begin at the time designated by the Hospital which shall be between the hours of 7 AM and 9 AM and consist of eight (8) hours of work except for such unpaid lunch period as shall be scheduled by the Hospital, recognizing, however, as exempt employees, the workday may be longer or shorter (if approved by the Director of Case Management and Discharge Planning), based upon operational needs. In addition, the hospital reserves the right to post and fill future positions with starting times other than listed above upon notice to the Union.

7.2 Employees shall be entitled to two (2) days off during each seven (7) day period, except in the event of an emergency.

7.3 Meal and Rest Periods:

(a) Bargaining unit employees shall be entitled to two (2) paid fifteen (15) minute rest periods per eight (8) hour shift as may be scheduled by the Hospital. When an employee has not been relieved, the employee must request relief.

(b) Bargaining unit employees shall be entitled to one (1) unpaid meal period per eight (8) hour shift as may be scheduled by the Hospital. When an employee has not been relieved, the employee must request relief.

7.4 Work Schedules: The Hospital shall post the work schedules and shift assignments of employees at least four (4) weeks in advance; however, nothing contained herein shall be construed to limit the right of the Hospital to change or modify such work schedules or shift assignments as circumstances may warrant in the sole and exclusive opinion of the Hospital. However, changes in the posted work schedules shall be by mutual agreement between the employee and the Hospital.

7.5 On-Call:

(a) The Hospital shall have the right to require employees to be on call at times other than when such employees are regularly scheduled to work.

(b) On-call assignments shall be equitably distributed.

(c) Employees scheduled to be on call shall receive a minimum of four dollars (\$4.00) for each hour they are required to be on call.

(d) Employees called in to perform work after the completion of the employee's normal workday and after they have left the Hospital premises shall be guaranteed a minimum of four (4) hours of work or pay from the time they report in at the Hospital.

(e) Employees not required by the Hospital to remain on Hospital premises shall be available by telephone and/or pager and shall not be further distance travel time than thirty (30) minutes from the Hospital.

7.6 On-Call Scheduling:

(a) The on-call schedule will be posted four (4) weeks in advance in conjunction with the staffing schedule.

(b) An employee will not be assigned on-call while on vacation provided the vacation was granted prior to the posted staffing schedule for the unit. An employee who receives approval for vacation after the schedule is posted will be responsible for obtaining coverage if the employee was assigned on-call responsibility and chooses to relinquish it.

7.7 Travel Reimbursement

(a) Employees who utilize their own vehicles in the performance of their duties shall be reimbursed at the rate set forth in the method of computing automobile expenses under Section 162 of the Internal Revenue Code for each mile traveled in performing such duties.

(b) An employee who is scheduled by the Hospital to report to the Hospital before proceeding to his/her assigned work, shall receive such reimbursement for each mile thereafter in the performance of his/her duties.

(c) An employee who is scheduled by the Hospital to report to his/her first assigned working location before reporting to the Hospital shall receive such reimbursement per mile for the distance between the employee's home and the first assigned working location, or for the distance from the Hospital to the first assigned working location, whichever is lesser.

(d) An employee who is scheduled by the Hospital to report back to the Hospital upon completion of work at his/her assigned working locations shall receive such reimbursement per mile from his/her last assigned working location to the Hospital.

(e) An employee who is released from duty after completion of his/her last assigned location shall receive such reimbursement per mile for the distance from his/her last assigned working location to his/her home or for the distance from his/her last assigned working location to the Hospital, whichever is lesser.

(f) An employee who is scheduled by the Hospital to work, after the employee has completed his/her normal workday and has returned home, shall receive such reimbursement per mile for the distance between the employee's home and the assigned working location or locations and from his/her assigned location to the employee's home.

7.8. Weekend Make-up: An individual who is out sick on a weekend shift will be required to make up the shift on a weekend date that is mutually agreeable between the employee and the manager within two posted schedules beyond the current schedule unless the employee is able to find replacement coverage for the shift for which the employee called in sick.

Article 8. Shift and Shift Differentials

This Article will not be applied to the Case Managers. Shift differentials for Case Managers shall be governed by the Hospital's Shift Differential policy.

Article 9. Holidays

9.9 Case managers will have one emergency personal day per year.

Article 11. Sick Leave

11.2 Pay for any day of sick leave shall be at the employee's wage rate for the time during which the employee's sick leave is taken.

Article 13. Unpaid Leave

Unpaid leave time will be the same for all RNs.

Article 14. Insurance

14.4 and 14.5. COBRA insurance and permanently disabled language will be the same for all RNs.

Article 15. Retirement Plan

This provision shall apply to Case Managers as it relates to employer contributions. The foregoing does not obligate the Hospital to provide a specific level of benefits or vesting credits. The Hospital's sole obligation under this Agreement is to make the specified contribution and under no circumstances can the Union or the Trustees seek to modify the amount set forth in this Agreement during the term of the Agreement. Case Managers will not be afforded past service or industry credit, however the Case Managers employed by the Hospital as of 10/1/2003 shall receive vesting credit from the PACE Industry Union-Management Pension Fund effective 10/1/2003 to the extent consistent with the provisions of the PACE Industry Union-Management Pension Fund and applicable laws. Employees may continue to participate in the Section 403(b) plan but with no employer contribution to match.

Article 24. Education

Refer to larger CBA to include all RNs under the same rules.

Article 27. Personnel Files and Records

27.2 This provision does not apply to the performance issues related to patient care or other disciplinary matters which otherwise must be kept by law. Remove discipline after three years.

Article 29. Acuity and Staffing

29.1 Not applicable.

29.2 A Case Manager may file a protest with the Director of Case Management and Discharge Planning to review any situation where she/he believes that due to her/his case load, she/he is unable to complete her/his duties. The Director of Case Management and Discharge Planning or her/his designee will respond verbally or in writing within 5 days absent unusual circumstances to the Case Manager. To the extent that the Hospital determines that there is short staffing, the Hospital will make a reasonable effort to secure additional staff or utilize other resources at the sole discretion of the Hospital.

29.3 Not applicable.

29.4 Delete “union representative” and replace with “shop steward who is a Case Manager.”

29.5 Not applicable

29.6 Not applicable

29.7 Not applicable

29.8 Not applicable

Article 30. Floating

Not applicable.

Article 32. Professional Advancement System

All RNs are eligible to apply to the PAS system, on the CNI, CNII, CNIII, and CNIV levels. The first level provides an equivalent of 10 cents per hour and the second level provides an equivalent of 55 cents per hour (additional 45 cents per hour) upon qualifying each year on the Case Manager’s anniversary date.

Third Level \$1600 annual bonus.

Fourth Level Additional \$350 annual bonus above CNIII.

Stipulation 1

This Stipulation will not be applied to the Case Managers.

Appendix A

Not applicable

Appendix B

This Appendix will not be applied to the Case Managers

Side Letters

Side letter re: three twelve hour shifts prior to July 23, 1995: Not applicable.

Side letter re: on call guarantee of four hours consistent with past practice: Not applicable.

APPENDIX D

Paid Time Off (PTO)

Implement a flexible paid time off program converting paid time off accruals from four banks to one bank. This accrual bank will be called Paid Time Off (PTO) and combines the current vacation, personal, holidays and birthday accruals.

PTO

- The conversion date to this PTO structure is the pay period closest to April 1, 2013.
- Current vacation balance of each employee will serve as the base for the PTO bank.
- Accruals will be based on employment status; the accrual of PTO time for part time staff is pro-rated based on scheduled hours.
- Employees must use or lose ninety-six (96) hours per year.
- Maintain current contract language for maximum carry-forward accruals.
- See PTO grid below.

	<u>Years of Service</u>							
<u>Type</u>	<u>LT 3 Years</u>	<u>3 Years</u>	<u>16 Years</u>	<u>17 Years</u>	<u>18 Years</u>	<u>19 Years</u>	<u>20 Years</u>	<u>30 Years</u>
Vacation	15	20	22	23	24	25	26	27
Personal	4	4	4	4	4	4	4	4
Holidays	7	7	7	7	7	7	7	7
Birthday	1	1	1	1	1	1	1	1
PTO Total Accrual	27	32	34	35	36	37	38	39
PTO Accrued Hours/Pay	8.31	9.85	10.46	10.77	11.08	11.38	11.69	12.00

APPENDIX E

COMBINING OF UNITS

The following process will occur if one of the units should close and the patient population is combined with another unit.

- Typically the unit with the least amount of patients will close and the patients will be transferred over to the existing open unit.
- The Charge Nurse will be assigned by the unit Leadership. A staff member from the existing unit that is open will be assigned Charge to manage both staff and the patient population. If a Head Nurse is scheduled to work on the day or night shift, they will assume the Leadership responsibility.
- The floating of staff members will be reviewed closely and the floating will attempt to be on a 50/50 split. The staffing will be based on an adequate staff skill mix for the unit population and specialties. Floating will be equitable with due regard to patient needs and the clinical skills and abilities of the available nurses. The competency of the Registered Nurse as well as the needs of the unit during the shift are determining factors in floating. Staff may be floated out of turn to meet the needs of the unit.
- Staff cancellations will also occur on a 50/50 split of each unit based on skill mix.
- The Nursing Leadership of the existing unit that is open will be called for any issues and will collaborate closely with the Nursing Supervisors.

APPENDIX F

182

BSN Requirement for Current and/or New Registered Nurses

Memorandum of Understanding

November 9, 2010

Revised as of September 30, 2014

By and Between
USW Local 4-200

And

Robert Wood Johnson University Hospital

Introduction

Within the months of September and October, 2010, USW Local 4-200 and hospital management have discussed the implications of the hospitals position to require future Registered Nurses (RN's) to have a minimum of a Bachelor of Science Degree in Nursing (BSN). This action is partially due to ensure our continued compliance with legal and other requirements, and as well, research that has indicated that such an action may result in improved outcomes for our patients. The hospital management has discussed with the union the potential to allow internal employees who are graduating from an Associate's Degree (AD) or diploma (D) program or who have already graduated from an AD or D program and are awaiting a position opportunity as an RN to be allowed to be Staff Registered Nurses with the caveat that they receive their BSN degree within a period of time.

Agreement

On November 4, 2010, the union and management agreed to require current staff who recently obtained an AD or D degree and subsequent RN license to be eligible to transfer to an RN position. Within five years of the transfer date, the person is required to possess a Bachelor of Science Degree in Nursing from an accredited school. If such is not obtained, then the individual would be allowed to transfer to a non-RN position if one is available. Only upon meeting the BSN criteria would the person then be allowed to apply for a Registered Nurse position in the future.

At present in New Jersey and New York there are proposed bills before their legislators submitted by their respective Nursing Associations with the requirement for BSN in ten. If these become reality it would be within our agreement that our new hired AD and D nurses would be subject to nothing less than the mandated State requirements.

All staff in this category will be provided the requirement in advance and shall execute understanding in writing.

Updated Agreement as of September 30, 2014

Effective September 30, 2014 RWJUH relaxed the requirement for newly hired Registered Nurses to possess a Bachelor's of Science in Nursing (BSN). As of this date experienced Registered Nurses could be hired without a BSN with the stipulation that they would be required to agree to obtain such degree within five (5) years of their date-of-hire.

The five (5) year stipulation will also apply to:

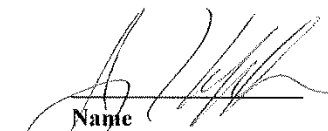
1. Internal candidates transferring from a non-Registered Nurse role into a Registered Nurse role (similar to the 2010 agreement);
2. Current and future per diem Registered Nurses accepting a full or part-time position.


Memorandum of Understanding, Updated January 19, 2015

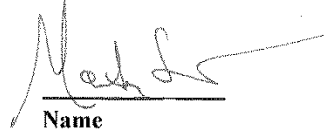
The above accurately reflects the agreement by and between the parties.

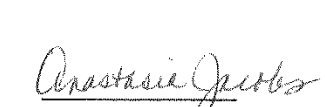
For the Union:

For Management:


 Name _____
 Date 1/14/15


 Name _____
 Date 1-19-15


 Name _____
 Date 1/19/15


 Name _____
 Date 1/19/15

Attachment 1

CUR-DED Date: 06/13/2006 Time: 21:24	Robert Wood Johnson University Hospital DEDUCTION REGISTER 601 USW DUES	Page: 336 Pay Beginning Date: June 11, 2006 Pay End Date: June 24, 2006
--------------------------------------------	-----------------------------------------------------------------------------------	-------------------------------------------------------------------------------

EMP. NO. EMP. NAME / REF. NO.	<u>DEPT</u>	<u>CUR AMT YTD</u>	<u>AMT COM ---</u>	<u>SSN ---</u>	<u>WORKED HOURS</u>	<u>EARNINGS</u>
5551 Lname, Fname	671	38.96	233.76	xxx-xx-xxxx		
7351 Lname, Fname	660	38.96	233.76	xxx-xx-xxxx		
5584 Lname, Fname	626	37.96	227.76	xxx-xx-xxxx		
8407 Lname, Fname	612	38.96	233.76	xxx-xx-xxxx		
11495 Lname, Fname	668	38.96	233.76	xxx-xx-xxxx		
12387 Lname, Fname	671	37.96	227.76	xxx-xx-xxxx		
20898 Lname, Fname	671	38.96	38.96	xxx-xx-xxxx		
16186 Lname, Fname	673	35.46	212.76	xxx-xx-xxxx		
10404 Lname, Fname	677	37.96	227.76	xxx-xx-xxxx		
13148 Lname, Fname	6321	38.96	233.76	xxx-xx-xxxx		
12080 Lname, Fname	685	35.46	222.76	xxx-xx-xxxx		
18109 Lname, Fname	683	36.46	218.76	xxx-xx-xxxx		
17808 Lname, Fname	684	38.96	233.76	xxx-xx-xxxx		
19401 Lname, Fname	770	37.96	227.76	xxx-xx-xxxx		
9844 Lname, Fname	632	37.96	227.76	xxx-xx-xxxx		
15613 Lname, Fname	622	38.96	233.76	xxx-xx-xxxx		
1827 Lname, Fname	612	37.96	227.76	xxx-xx-xxxx		
Totals			Employee Count 1,029			

VENDOR# NAME

600 United Steelworkers - Local 4-200

ADDRESS

PO Box 7399
North Brunswick, NJ 08902

ATTACHMENT 2

Suggested Language for Article 6.7

The certifications for which the bonus will be paid are as follows:

Adult Medical/Surgical

For all floors that have Intermediate Care Units (IMCs), including Emergency Room, PCCN certification is accepted.

6N Surgical Oncology/Urology Med-Surg

- American Nurses Credentialing Center (RN, C)
- Oncology Nursing Certification Corporation (OCN or AOCN) 8T Nephrology
- American Nurses Credentialing Center (RN, C)
- American Nephrology Nurses Association (CNN)

8T Hemodialysis

- American Nephrology Nurses Association (CNN)

7 Tower Neuroscience

- American Nurses Credentialing Center (RN, C)
- American Association of Neuroscience Nurses (CNRN)

9T Trauma/Vascular Surgery

- American Nurses Credentialing Center (RN, C)

6T & 2C Cardiothoracic Surgery

- American Nurses Credentialing Center (RN, C)

4T Medical Cardiology

- American Nurses Credentialing Center (RN, C)
- American Association of Critical Care Nurses (CCRN)

5T Medical Cardiology

- American Nurses Credentialing Center (RN, C)

4W Medical Cardiology

- American Nurses Credentialing Center (RN,C)
- Gerontological Nurse American Nurses Credentialing Center (RNBC)

4 N Medical Oncology/Hematology

- American Nurses Credentialing Center (RN,C)
- Oncology Nursing Certification Corporation (OCN or AOCN)

5N Medical Oncology

- American Nurses Credentialing Center (RN,C)
- Oncology Nursing Certification Corporation (OCN or AOCN)

BMTU Marrow Transplantation Unit

- American Nurses Credentialing Center (RN,C)
- Oncology Nursing Certification Corporation (OCN or AOCN)

SBMU Medicine/Telemetry

- American Nurses Credentialing Center (RN, C)

1T Medical Telemetry

- American Nurses Credentialing Center (RN,C)

FSO Orthopedics

- American Nurses Credentialing Center (RN, C)
- National Association of Orthopedic Nurses (ONC)

RCU Pulmonary

- American Nursing Credentialing Center(RN,C)
- American Association of Critical Care Nurses (CCRN)

Adult Critical Care

MICU

- American Association of Critical Care Nurses (CCRN)

CCU

- American Association of Critical Care Nurses (CCRN)

SICW

- American Association of Critical Care Nurses (CCRN)

SICE

- American Association of Critical Care Nurses (CCRN)

SICC

- American Association of Critical Care Nurses (CCRN)
- American Association of Neuroscience Nurses (CNRN)

BMSCH

Pediatrics

- American Nurses Credentialing Center (RN,C)
- Oncology Nursing Certification Corporation (CPON)
- National Certification Board of Pediatric Nurse Practitioners and Nurses (CPN)
- American Association of Critical Care Nurses (CCRN)

Adolescents

- American Nurses Credentialing Center (RN, C) Peds
- Oncology Nursing Certification Corporation (CPON)
- National Certification Board of Pediatric Nurse Practitioners and Nurses (CPN)
- American Association of Critical Care Nurses (CCRN)

Pediatric Hematology/Oncology

- Oncology Nursing Certification Corporation (CPON)
- National Certification Board of Pediatric Nurse Practitioners and Nurses (CPN)
- American Nurses Credentialing Center (RN, C) Peds
- American Association of Critical Care Nurses (CCRN)

Pediatric Same Day Services

- American Society of Post Anesthesia Nurses (CPAN)
- American Association of Critical care Nurses (CCRN)
- American Nurses Credentialing Center (RN, C) Peds
- Oncology Nursing Certification Corporation (CPON)

PICU

- American Association of Critical Care Nurses (CCRN)

Pediatric ED

- American Association of Critical Care Nurses (CCRN)
- American Nurses Credentialing Center (RN, C) Peds
- Emergency Nurses Association (CPEN)
- National Certification Board of Pediatric Nurse Practitioners and Nurses (CPN)

Infectious Diseases

- American Nurses Credentialing Center (RN, C)
- National Certification Board of Pediatric Nurse Practitioners and Nurses (CPN)
- Association of Nurses in AIDS CARE (AIDS Certified Registered Nurse-ACRN)

Incontinence Center

- American Nurses Credentialing Center (RN, C)
- National Certification Board of Pediatric Nurse Practitioners and Nurses (CPN)

Scoliosis Program

- American Nurses Credentialing Center (RN,C)
- National Certification Board of Pediatric Nurse Practitioners and Nurses (CPN)

Kidney Program

- American Nurses Credentialing Center (RN,C)
- National Certification board of Pediatric Nurse Practitioners and Nurses (CPN)

GI Services

- American Nurses Credentialing Center (RN, C)
- National Certification Board of Pediatric Nurse Practitioners and Nurses (CPN)

Emergency Department

- Emergency Nurses Association (CEN)
- American Association of Critical Care Nurses (CCRN)

PeriOperative Services

Operating Room

- Association of Operating Room Nurses (CNOR)

PACU

- American Society of Post Anesthesia Nurses (CPAN)

- American Association of Critical Care Nurses (CCRN)

Same Day Surgery Suite

Pre-Op

- American Nurses Credentialing Center (RN,C)
- American Society of Post Anesthesia Nurses (CPAN)
- American Society of Peri Anesthesia Nurses (CAPA: Ambulatory PeriAnesthesia Nurse)

PACU

- American Society of Post Anesthesia Nurses (CPAN)
- American Society of Peri Anesthesia Nurses (CAPA)

Operating Room

- Association of Operating Room Nurses (CNOR)
- American Association of Critical Care Nurses (CCRN)

Perinatal Services

3 Tower; 2E/2W; L&D; Nursery –

- National Certification Corporation (RN, C-Inpatient Obstetrics)
- National Certification Corporation (RN, C-Low Risk Neonatal Nurse)
- National Certification Corporation (RN, C- Maternal Newborn Nursing)
- National Certification Corporation (RN, C-Electronic Fetal Monitoring)
- American Nurses Credentialing Center (RN, C-High Risk Perinatal Nurse)
- American Nurses Credentialing Center (RN, C-Maternal Child Nurse)
- American Nurses Credentialing Center (RN, C-Perinatal Nurse) NICU
- National Certification Corporation, (RNC-NIC)
- American Association of Critical Care Nurses (CCRN-RN,C)

Operations

Ambulatory services/Endoscopy Suite

- American Nurses Credentialing Center (RN,C)
- American Association of Critical Care Nurses (CCRN)
- American Board for certification of Gastroenterology Nurses (CGRN)

Employee Health Services

- American Nurses Credentialing Center (RN,C)

Radiology Department/Special Procedures

- American Association of Critical Care Nurses (CCRN)
- Radiologic Nursing Certification Board, Inc. Certified Radiology Nurse (CRN)
- National Certification Board of Pediatric Nurse Practitioners and Nurses (CPN)

Radiology-CRN

Cardiodynamics/Cath Lab

- American Association of Critical Care Nurses (CCRN)

Cath Lab Cert

- American Nurses Credentialing Center (RN,C)

Case Management

- American Nurses Credentialing Center- Case Management Nurse (RN-BC)
- Commission for Case Management Certification (CCMC)0

Certification not listed above and are administered by a national recognized nursing association will be reviewed and agreed upon for bonus payment by the union and hospital leadership.

Validation of certification is required as requested.

MEDICAL BENEFIT

MEMORANDUM OF UNDERSTANDING

*Emergency services, and any immediate admission that is medically necessary at the time of the emergency services and related to those emergency services, (including tests, procedures, and physicians' fees) will be treated the same as being treated at RWJUH whether this care is in the State of New Jersey, out of state, or out of the United States of America. There will be a \$75 co-pay for emergency room physician services as of 1/1/13. As of January 1, 2014 through December 31, 2015, there will be a \$100 co-pay for emergency room physician services. Additionally, urgent follow-up tests or care directly related to the emergency services will also be treated.

*An injury or illness treated at a physician office, ambulatory care/urgent Care Center while temporarily out of state will be treated the same as being treated at RWJUH ER.

*Any covered elective inpatient or outpatient service (including all tests, procedures, and physicians' fees) not offered at RWJUH and rendered at other In-Network hospitals shall be treated the same as being treated at RWJUH and shall be at no cost to the employee and covered by the insurance carrier(s).

Hotmail Print Message

ED Determination Language

From Everhart, Martin "Marty" (Martin.Everhart@rwjuh.edu)

Sent: Thu 5/31/11 12:05 PM

To: Collins, Jerry (jemar4golf2@msn.com)

Jerry,

Following is the language used to determine an emergent situation. Thanks.

Marty:

Both Aetna and Qualcare follow the prudent layperson Emergency Room policy in the Balanced Budget Act of 1997.

Under this act, an emergency medical condition is a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in the following:

Placing the health of the individual, or with respect to a pregnant woman, the health of the woman and her unborn child in serious jeopardy,

Serious impairment to bodily functions, or

Serious dysfunction of any bodily organ or part.

The symptoms related to the medical emergency usually occur suddenly and are severe in nature. When the emergency care is given in the ER of a facility, the care received (and stabilization services) is covered, provided that the situation meets the criteria as described above.

Hope this helps.

Colleen

<http://sn139wsnt139.maillive.com/mail:?rintMesmgcs.aspx?cpids=fibc855le—ab3a-11e1--5/31/2012>

Office of the Senior Vice President
Human Resources
July 1, 2003
Modified: September 18, 2006

Jerry Collins, President
Steelworkers Local 4-200
PO Box 7399
North Brunswick, NJ 08902

Dear Mr. Collins:

This is to confirm that the parties have agreed to offer voluntary long term disability coverage to part-time employees, who work a minimum of 20 hours per week, subject to the following conditions:

1. Any part-time employees scheduled to work 72 hours or greater per bi-weekly pay period shall be eligible for long term disability if they so elect and for purposes of long term disability shall be considered to be full-time employees.
2. In order for any of the remaining part-time employees to be eligible for such coverage, the Employer has represented that the insurance carrier requires a 60% participation of all part-time employees working twenty hours or greater. This group contract would be separate from the one that covers the full time staff, however, the insurance coverage/costs are intended to be comparable.
3. In order to ensure that all employees (falling under paragraphs 1 and 2 of this side letter) are notified of this opportunity, the Hospital shall mail information to all such employees no later than December 1, 2003 for an effective coverage date beginning January 1, 2004.
4. If the group described in paragraph 2 meets the insurer's participation requirements, the Hospital will include information about the enrollment process for all part time staff as part of the benefits re-enrollment package that is sent to all employees each Fall. Employees described in paragraph 1 herein shall receive such information the same as all full-time employees. New employees will have this information presented to them at orientation.
5. The Union shall be advised of all mailings prior to issuance and shall have an opportunity to review and comment prior to mailing. The Union shall also publish information concerning the potential availability of long term disability in its newsletter, and shall consider other avenues to increase dissemination of this information to the unit members. Moreover, the Union shall be notified of the results of the participation survey and may review the results if any question arises.

Sincerely,

John Regina
Senior Vice President, Human Resources

Office of the Senior Vice President
Human Resources

August 26, 1991
Modified: September 18, 2006

Jerry Collins, President
Steelworkers Local 4-200
PO Box 7399
North Brunswick, NJ 08902

Dear Mr. Collins:

This is to confirm that when the Hospital is informed by an employee that a payroll error has been made by the Hospital resulting in the employee being underpaid by an amount in excess of four (4) hours and that the employee cannot wait for the error to be corrected in the next scheduled pay, the Hospital will make its best efforts to issue an appropriate separate check payable to that employee within forty-eight (48) hours. In all other cases where a payroll error has been made, the Hospital will make its best effort to provide a separate check prior to the next pay period.

Sincerely,

John Regina
Senior Vice President, Human Resources

Office of the Senior Vice President
Human Resources

July 2, 2000
Modified: July 1, 2003
Modified: September 18, 2006

Jerry Collins, President
Steelworkers Local 4-200
PO Box 7399
North Brunswick, NJ 08902

Dear Mr. Collins:

Employees who participated in the former 12-hour shift program prior to July 23, 1994, or who commenced working a schedule consisting of three (3) 12-hour shifts per week, will continue to be treated as full-time employees for purposes of health and dental benefits, tuition reimbursement, rotation, eligibility for pro-rated night shift incentive bonus and for purposes of seniority. The Hospital agrees to maintain the non-traditional forty-hour shifts in existence during the September 18, 2006-June 30, 2009 contract for those employees who worked such shifts prior to that date.

Sincerely,

John Regina
Senior Vice President, Human Resources

Office of the Senior Vice President
Human Resources

July 1, 2003

Modified: September 18, 2006

Jerry Collins, President
Steelworkers Local 4-200
PO Box 7399
North Brunswick, NJ 08902

Dear Mr. Collins:

The Hospital agrees to deduct on a voluntary basis dues for New Jersey State Nurses Association but will not be responsible to collect arrears in that situation when the nurse is not receiving a paycheck from the Hospital.

Sincerely,

John Regina
Senior Vice President, Human Resources

Office of the Senior Vice President
Human Resources

August 26, 1991

Modified: September 18, 2006

Jerry Collins, President
Steelworkers Local 4-200
PO Box 7399
North Brunswick, NJ 08902

Dear Mr. Collins:

This is to confirm that the Hospital has agreed that with regard to Article 7.6 consistent with past practice where such past practice has existed, employees who are placed on call before the completion of the employee's normal workday or before they have left the Hospital premises shall be guaranteed a minimum of four (4) hours of work or pay for performing any work assigned after the completion of their regularly scheduled shift assignment.

Sincerely,

John Regina
Senior Vice President, Human Resources

Office of the Senior Vice President
Human Resources

September 18, 2006

Jerry Collins, President
Steelworkers Local 4-200
PO Box 7399
North Brunswick, NJ 08902

Dear Mr. Collins:

If the Hospital opens a day care center or obtains a contract with a child care center, in a declared emergency, the day care center will remain open and the Registered Nurse will not be charged for the additional time that the Registered Nurse's child remains at the day care center due to such emergency.

Sincerely,

John Regina
Senior Vice President, Human Resources

One Robert Wood Johnson Place
P.O. Box 2601
New Brunswick, NJ 08903-2601
Phone: 732-828-3000
www.rwjuh.edu

December 11, 2009

Mr. Jerry Collins
President
USW Local 4-200
P.O Box 7399
North Brunswick, NJ 08902

Dear Jerry:

This is a follow to our meeting on held on November 4, 2009. In attendance were Nancy Kirby, Judy Danella, Richard Bush, Anastasia Jacobs, Tern Veneziano, Judy Donnelly, Jerry Collins and Marty Everhart.

The propose of the meeting was to determine the various options temporally placing staff in alternative positions based on volume or other needs.

As a result of the discussion we agreed to the following:

1. Temporary Positions:

Temporary position will be posted consistent with the contract language. Such positions will be for a period up to six months with the potential for extension as requested by management. Staff who apply for and are accepted to such positions will not be guaranteed a position at the end of the temporary status. However they will continue to retain their pay and benefits during the temporary position time frame.

2. Block Assignment:

A block assignment has been defined as occurring when there is a consistent low census on a particular unit. When such occurs staff may be assigned for a minimum of one month to a maximum of three months to another unit. When that occurs a staff member will carry over with them their time off schedule for the remainder of the posted schedule and will also carry over their holiday and vacation time off. If it is necessary for the staff member to return to their "home" unit before the duration of the three months, such will be done with a one month notice. Management agrees to meet and discuss the potential for block assignments prior to implementation.

3. Temporary Reassignment (floating):

This issue has been moved to committee who will continue to make recommendations to improve the floating processes.

4. Bonuses:

At times there are acute shortages of specially trained nurse in particular units and or shifts. This was particularly noted in the PICU area where a bonus was presented for nurses do to resend acute shortage. It has been agreed that specific criteria will be established for bonuses and will be created jointly for implementation.

Hopefully this accurately reflects the spirit and the outcome of the meeting. If there are any questions or clarifications please contact me.

Sincerely,

Martin S. Everhart
Vice President, Human Resources

Me/dp

Cc. Terri Veneziano
Richard Bush
Anastasia Jacobs

Guidelines for Cross Training

Rationale:

Cross Training provides an opportunity for an RN to receive training in a clinical specialty other than the unit the RN presently practices.

Process:

An RN will express interest to cross train by completing a “Cross Training” Request Form and meeting with his/her Director.

Pre-Requisite:

The RN will arrange on his/her own time an observational experience on the identified unit. The amount of observational experience time will be determined by the RN and should be ample to become familiar with the area and support a commitment to cross train.

Criteria for application:

1. Pre-Requisite met.
2. Current competent evaluation on file.
3. No clinical issues or counseling related to a clinical issue present.
4. Current department has the ability to release RN for training.
5. Department receiving the RN for cross training has the ability to train and provide hours of work.
6. The applicant agrees to maintain cross training by:
 - a. working a minimum of 8 hrs per month in the cross trained unit
 - b. will be asked to float out of turn when a situation is identified that would potentially present an unsafe situation
 - c. an RN will not be floated out of an area to be substituted by a cross trained RN who is floated out of turn or normal float area.
 - d. the floating guideline will be maintained
 - e. cross trained RN's may be called by leadership when staffing needs are present in the unit the RN is cross trained. He/she has the option to pick up extra shifts. The cross trained RN will voluntarily provide his/her telephone number for the cross trained unit telephone list.

7. “Call-outs” will be monitored and evaluated. More than one “call-out” in permanent unit or call-out patterns will be evaluated and could result in discontinuation of program.

Criteria for acceptance of an RN for Cross Training:

Availability of RN to precept

Review of completed request form

Mr. Jerry Collins, President
USW Local 4-200
1440 How Lane, Suite A
North Brunswick, NJ 08902

December 23, 2011

This correspondence is to confirm the Hospital's proposal as it relates to Case Manager (with Nurse practitioner Certification) role in the Case Management Department. If the Union agrees to the proposal as stated below, the terms will be applied to the eligible employees as follows:

1. Beginning on the day the terms of this proposal are accepted and executed, the eligible employees will receive a 52,50 increase to their current rates.
2. Eligible employees will be able to Maintain their certification and differential pay as stated in the current Union contract under the Case Manager role.
3. Eligible employees will be able to maintain and participate in the clinical ladder in accordance with the current Union contract as it applied to the Case Manager role.
4. The *Case Manager* (with Nurse Practitioner certification) position, will be eligible to receive shift differential if the hours worked qualify as such under the current hospital policy.

Your signature below will serve as confirmation of your agreement to the above terms, and the effective date of the items above therein will be immediate upon the signed receipt of this document.

October 1, 2012

Mr. Jerry Collins
President
USW Local 4-200
P.O. Box 7399
North Brunswick, NJ 08902

Dear Jerry.

This letter is to confirm that the Union and the Hospital agree to discuss possible alternatives to the PACE Pension Plan. The Union shall make every reasonable effort to assist the Hospital in obtaining timely and accurate data from the PACE Pension Plat

Thank you.

Sincerely,

Martin S. Everhart
Vice President, Human Resources

ME/dp

June 20, 2015

Memorandum of Agreement

Robert Wood Johnson University Hospital and USW Local Union 4-200 have tentatively agreed on a new Collective Bargaining Agreement, the terms of which are attached and signed by the respective parties. It is agreed that anything in the CBA this is not specifically changed by this agreement will remain unchanged from the CBA dated July 1, 2015 to June 30, 2018. This tentative agreement is subject to ratification by the members of USW Local 4-200. Ratification will take place as soon as reasonably possible.

For the Union

For the Hospital

Del Vitale 6-21-15
Judith Dore 6/21/15

Anastasia Jacobs 6/21/15
Martin Edwards 6/21/15

Robert Wood Johnson | RWJBarnabas
University Hospital HEALTH

June 22, 2018

Ms. Judith Danella
USW Local 4-200
North Brunswick NJ 08902

Dear Ms. Danella,

Upon ratification of CBA:

- an Operating Room CPC meeting will be scheduled within ten (10) days of CBA ratification for the sole purpose of establishing Adult and Pediatric guidelines for floating.
- a committee shall be established to ensure that policy aligns with CBA language in Article 8.1.

Sincerely,



Anastasia Jacobs

Chief Human Resources Officer and Vice President

Robert Wood Johnson | RWJBarnabas
University Hospital HEALTH

June 22, 2018

Ms. Judith Danella
USW Local 4-200
North Brunswick NJ 08902

Dear Ms. Danella,

The phrase "maintain benefit levels comparable to those in effect on the date of this agreement" set forth in Article 14.1, shall be interpreted by utilizing the plan design examples reviewed in negotiations as comparable plans. This side letter shall be subject to renegotiation during the successor collective bargaining agreement (CBA).

Sincerely,



Anastasia Jacobs

Chief Human Resources Officer and Vice President

Monday, August 10, 2020

Judy Danella
United Steelworkers
Local 4-200

Ms. Danella,

With regard to individuals who currently work thirteen (13) twelve (12) hour shift per schedule both the Hospital and the USW agree to the following terms when discussing scheduling and shift patterns:

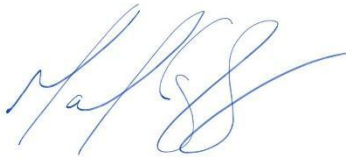
If necessary, once during the term of this agreement, scheduling and shift patterns may be changed on a unit. Upon request by management, scheduling and shift pattern recommendations will be reviewed by the unit based council. The intent of this review is to minimize barriers to optimal staffing, patient care work flow in the respective department.

Subject to a majority vote by unit leadership and staff which consist of all bargaining unit members of the particular unit, the vote will take place over a two (2) week period. Upon receipt of a 50% +1 majority vote, scheduling and shift patterns may be changed. In the event that the unit finds that the scheduling change does not work, they may return to the original scheduling pattern, subject to vote. If the approved scheduling pattern includes twelve (12) hour shifts then management is unable to eliminate any 13-12 hour shift individuals. In the event, twelve hours shifts are not an option in the approved scheduling pattern, then any 13-12 hour shift individuals will be placed into a bi-weekly status of full time which is identified as eighty (80) hours per pay.

Employees scheduled for 13-12 hour shifts per four (4) week schedule will be considered full time status. In no event, shall an employee scheduled to work a ten (10) hour or twelve (12) hour work shift be entitled to receive more fringe benefits than the employee would be entitled to receive had the employee been scheduled to work a normal work week or workday assignment.

The bargaining unit and staff will be notified one hundred and eighty (180) days prior to any implementation of scheduling changes.

Respectfully,



Manny Gonzalez

Vice President, Chief Human Resources Officer