

ARTIES AGREE TO REVISE THE FOLLOWING ARTICLES AS FOLLOWS:

- 1) U-2 Article 1.5 (b) Clean up Move to Article 14.
- 2) H-2 Article I Section 1.4(b) Delete "No contracted employees who live in New Jersey will be hired to work at RWJUH.
- 3) H-3 Article V – Seniority: (See Attached)
- 4) H-5 Article VIII Section 8.5 (b) – Shift and Shift Differential: Shall be moved to side letter (See Attached)
- 5) H-7 Appendix A: Revised Float Pods (See Attached)
- 6) U-5 Article 9.8 Holidays- For holidays requiring eves and days to be worked scheduling is to be done by seniority. Recognizing that the Hospital operates (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.
- 7) U-8 Article 38 – Public Health Emergency (See attached)
- 8) U-9 Article 37.3- All side letter will carry forward except the side letter dated September 18, 2006 regarding RWJUH Inner Circle, QualCare In-Network,, and Aetna In-Network is to be deleted and removed from the Collective Bargaining agreement.

1. **ARTICLE V – SENIORITY**

Section 5.5(c) shall be revised as follows:

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.

Manny Gonzalez, SHRM – SCP
Vice President, Chief Human Resources Officer

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

Human Resources

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APPENDIX A

TEMPORARY REASSIGNMENT

CLINICAL PRACTICE AREAS

ADULT MEDICAL SURGICAL

Medical / Surgical A	Medical / Surgical B	Medical / Surgical C	MEDICAL / Surgical D
9 Tower	4 West	BMTU	6 North
8 Tower	SBMU	4 North	9 Tower
7 Tower	4 Tower	5 North	2 East
2 East	5 Tower	6 North	
RCU	6 Tower		
	2 Core		

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 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.

TEMPORARY REASSIGNMENT

CLINICAL PRACTICE AREAS

ADULT CRITICAL CARE / EMERGENCY DEPARTMENT

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	
7 TOWER IMC	5 TOWER IMC	2 CORE IMC	PACU	PACU	
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 on the needs of the patient.

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

APPENDIX A

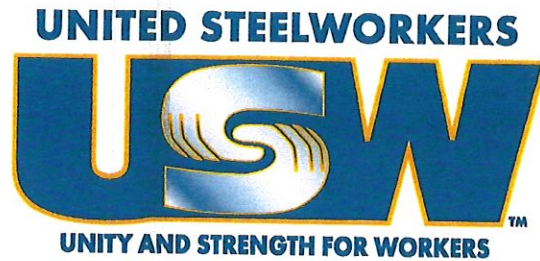
TEMPORARY REASSIGNMENT

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.



USW Local 4-200 Revised Proposal – 8/28/2020

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).

BOTH PARTIES AGREE TO REVISE THE FOLLOWING ARTICLES AS FOLLOWS:

- 1) UE-1 Article 6 Wages shall be revised to provide:
 - a. Effective July 1, 2020 all professional registered nurses shall receive a 3% increase, inclusive of steps.
 - b. Effective January 1, 2021 all professional registered nurses shall receive a 1% lump sum payment based on their base salary.
 - c. Effective July 1, 2021 all professional registered nurses shall receive a 3% increase, inclusive of steps.
 - d. Effective July 1, 2022 all professional registered nurses shall receive a 2.5% increase, inclusive of steps.
- 2) UE-2 Article 6 Wages shall be revised to provide – RN First Assistant:
 - a. 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
- 3) UE-3 Article ~~6.9~~^{6.9} Preceptor
 - a. Effective January 1, 2021 Preceptor pay will be increased to \$1.50/hr.
- 4) UE-4 Article 7.6(d) – On Call Pay
 - a. Effective July 1, 2020 On Call pay be increased to \$5.00/hr.
- 5) UE – 9 Article 11 – Sick Leave
 - a. Shall be amended to include the following new Section: 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.
- 6) UE-11 Article 14.1(b) – Life Insurance
 - a. The Hospital shall pay the entire prevailing premium for all full-time and part-time current employees for the term life insurance.
- 7) UE-14 Article 16 – Uniforms
 - a. Nurses who are a .8 FTE or above shall receive a \$150.00 credit towards the purchase of uniforms paid in February 2021 and February 2022.
- 8) UE-15 Article 24.4 Education
 - a. The Certification Course Hours Grid will be updated to include 16hrs of initial and renewal hours towards OB Certification.
- 9) H-6 Article 14 Insurance shall be revised as follows:

Article 14.1(a) shall be replaced with the following:

14.1 The Hospital shall provide the following insurance for the benefit of bargaining unit employees who have completed their probationary period:

- (a) 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 2021, full-time members who transfer from the USW plan and enroll in the Hospital Plan will be capped at a \$15.00 biweekly contribution increase above the USW rate schedule based on employee's coverage tier. For plan year 2022, 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. 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.

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 fulltime 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.

14.1(b) Add: for all full-time and part-time current employees

14.1 (c) No Change

14.1 (d) Retain 1st paragraph unchanged. Remove all other text and 1st table. Update 2nd table to show 2020 employee contributions for each plan and add the following: "Employee dental rates per pay shall not increase for plan year 2021 and 2022.

14.1 (e) No Change

14.2 No Change

14.3 No Change

14.4 No Change

14.5 No Change

10) Consistent with Article 38.5 the parties will engage in ongoing dialogue to address work issues related to a Public Health Emergency declared by the Hospital. The Hazard Pay Arbitration, Case #01-20-0014 shall be withdrawn with prejudice.