

COLLECTIVE BARGAINING AGREEMENT

Between

**ROBERT WOOD JOHNSON
UNIVERSITY HOSPITAL SOMERSET**

And

UNITED STEELWORKERS

On behalf of its

LOCAL # 09620

Effective Date: JANUARY 1, 2017

Expiration Date: JUNE 30, 2018

AGREEMENT
BETWEEN
ROBERT WOOD JOHNSON UNIVERSITY HOSPITAL SOMERSET
AND
UNITED STEEL WORKERS INTERNATIONAL UNION
ON BEHALF OF USW LOCAL 09620

EFFECTIVE DATES- FROM JANUARY 1, 2017 TO DECEMBER 31, 2018

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
ARTICLE 1.	RECOGNITION AND RESPONSIBILITY.....	3
ARTICLE 2.	UNION SECURITY AND DUES CHECK-OFF.....	4
ARTICLE 3.	PROBATIONARY PERIOD.....	5
ARTICLE 4.	NO SOLICITATION BULLETIN BOARD AND STEWARDS.....	5
ARTICLE 5.	SENIORITY.....	7
ARTICLE 6.	RESIGNATION.....	10
ARTICLE 7.	UNIFORMS.....	10
ARTICLE 8.	DISCHARGE AND PENALTIES.....	11
ARTICLE 9.	EMERGENCY DUE TO INCLEMENT WEATHER.....	11
ARTICLE 10.	NO STRIKE - NO LOCKOUT.....	12
ARTICLE 11.	GRIEVANCE AND ARBITRATION.....	13
ARTICLE 12.	UNPAID LEAVE.....	16
ARTICLE 13.	SEVERABILITY.....	18
ARTICLE 14.	NO DISCRIMINATION.....	18
ARTICLE 15.	PERSONNEL FILES AND RECORDS.....	19
ARTICLE 16.	PARKING.....	19
ARTICLE 17.	PAST PRACTICES AND ENTIRE AGREEMENT.....	19

ARTICLE 18. MANAGEMENT RIGHTS.....	20
ARTICLE 19. EMPLOYEE HEALTH AND SAFETY AND EXAMINATIONS..	21
ARTICLE 20. FLOATING.....	22
ARTICLE 21. EDUCATION/ TUITION ASSISTANCE PROGRAM.....	23
ARTICLE 22. PER DIEMS.....	26
ARTICLE 23. ACUITY AND STAFFING.....	27
ARTICLE 24. EMPLOYEE DISCOUNTS.....	28
ARTICLE 25. HOLIDAYS.....	29
ARTICLE 26. INSURANCE.....	30
ARTICLE 27. PAID LEAVE.....	32
ARTICLE 28. PAID TIME OFF.....	33
ARTICLE 29. HOURS OF WORK.....	38
ARTICLE 30. SICK LEAVE.....	42
ARTICLE 31. SHIFT AND SHIFT DIFFERENTIALS.....	44
ARTICLE 32. PART-TIME STATUS.....	46
ARTICLE 33. TEMPORARY EMPLOYEES.....	47
ARTICLE 34. PROFESSIONAL ADVANCEMENT SYSTEM (PAS).....	47
ARTICLE 35. CERTIFICATION PAY.....	48
ARTICLE 36. CHARGE AND PRECEPTOR PAY.....	49
ARTICLE 37. RETIREMENT PLAN.....	49
ARTICLE 38. SUCCESSOR CLAUSE.....	49
ARTICLE 39. WAGES.....	49
ARTICLE 40. SEVERANCE PAY.....	51
ARTICLE 41. DURATION OF AGREEMMENT.....	51

AGREEMENT/PURPOSE AND INTENT

THIS AGREEMENT is made this 1st day of January, 2017 by and between ROBERT WOOD JOHNSON UNIVERSITY HOSPITAL SOMERSET, a non-profit corporation of the State of New Jersey (hereinafter referred to as the "Hospital") and UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION (USW) ON BEHALF OF USW LOCAL 09620 (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 December 31, 2014, 22-RC-141-145, for a bargaining unit of all full-time and regular part-time Registered Nurses (RN's), per-diem Registered Nurses who work at least an average of four (4) hours a week in the previous quarter and RN robotic specialists employed by the Employer at its Somerville, New Jersey facility, but excluding all office clerical employees, educators, performance improvement specialists, care management department employees, advanced practice nurses and nurse practitioners, coordinators, all employees in Family Practice, Lead quality specialist, clinical research specialist (oncology), pre-admissions testing clinicians, infection control nurses, patient navigators, other professional employees, managerial employees, all service and maintenance employees, technical employees, guards and supervisors as defined in 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 Supervisors, Managers and Directors may have patient assignment at the Hospital's discretion. The Hospital has the right to utilize travelers or agency nurses at its discretion who will not be covered under the terms of this Agreement. Travelers or Agency (Contracted) nurses can be utilized regardless of whether bargaining unit employees are on layoff but the Hospital will not hire a traveler/ agency nurse for the sole purpose of laying off bargaining unit employees.

1.4 Effective September 30, 2014, any newly hired Registered Nurses, internal transfers from outside of the bargaining unit or per diems that become regular full or part-time registered nurses must possess their BSN within five (5) years of their start date and will sign an agreement reflecting this requirement.

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. Per Diem employees will be required to join the Union beginning the first of the month following 450 hours of employment.

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 reductions 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 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.

2.4 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.

2.5 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.

2.6 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 the above.

2.7 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 four hundred and fifty (450) hours of actual work from the date of employment. During or at the end of the probationary period, the employer may discharge any such employee at will and such discharge shall not be subject to the grievance and arbitration provisions of the Collective Bargaining Agreement. In exceptional circumstances the employer may extend a newly hired employees probationary period once for an additional one hundred fifty (150) hours of work after providing the affected employee and union notice.

ARTICLE 4. NO SOLICITATION, BULLETIN BOARD AND STEWARDS

4.1 Other then provided for in Article 11, 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 two (2) 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 cafeteria and (2) the hallway by the Post Street garage. Any notices posted on these bulletin boards shall be subject to the prior approval of the Chief Human Resource Officer (CHRO), Human Resources or his/her designee, 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 CHRO, Human Resources or his/her designee, or which do not, in the opinion of the Hospital, pertain to the Unions business.

4.3 The Union will appoint up to twelve (12) stewards. The names of stewards shall be submitted to the Hospital Human Resources 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 ensure representation on all shifts and in as many clinical areas as possible.

4.4 No Shop Steward shall have the right to call any strike, stoppage or cessation of work. A Shop Steward(s) who engages in such conduct and employee(s) who violate the No Strike clause will be immediately terminated. Said termination(s) shall be upheld unless an arbitrator finds that the Shop Steward(s) and/or employee(s) did not engage in such conduct.

4.5 A Shop Steward shall be permitted at the request of a bargaining unit member to attend an investigatory interview. Any Shop Steward who is on duty can only attend such an interview with approval of the Hospital which will be based on its determination regarding

patient care. The Employee's preference for a particular Shop Steward will be taken into consideration. The Steward under this provision does not need to be the one specifically requested by the employee but any Steward available may be present.

ARTICLE 5. SENIORITY

5.1 Seniority shall be defined as the length of an employee's continuous service with the Hospital as a Registered Nurse. For purposes of seniority employees most recent date of hire at Somerset Medical Center will be the date recognized as applicable. 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. Per Diems do not have seniority. For the sole purposes of section 5.7 (b) per diems length of service will be considered as it relates to other per diems but does not supersede full-time or part-time Registered Nurse's seniority rights.

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 as a Registered Nurse, seniority shall be computed from the employee's date of last hire.

5.3 The Hospital shall provide (3) three weeks' notice to the Union, in advance of any permanent layoff, except in emergency situations. In the event of a 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 by inverse order of seniority within their respective unit assuming they are qualified to perform the available work. However, any employee with a written final warning or above within 12 months of the date of the announced layoff shall be laid off before any non-probationary employee within that same affected unit. In the event a non-probationary employee is scheduled to be laid off and there is a vacant position that the employee has the present ability to perform, then the employee will be offered the vacant position. In the event a bargaining unit employee is permanently laid off, such employee shall receive (2) two weeks' notice, or (2) weeks' severance pay in lieu thereof.

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

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

5.6 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 six (6) months; or
- (d) An employee does not respond to recall after a layoff within five (5) business 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;
- (g) An employee does not work or is otherwise absent from employment for medical leave other than workers' compensation for a period of twelve (12) months. For employees on workers' compensation, the period shall be eighteen (18) months.
- (h) An employee who leaves the bargaining unit for a non-bargaining unit position within Robert Wood Johnson Somerset or New Brunswick for a continuous period that exceeds four (4) months.

5.7 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 6 (six) 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 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 on intranet. 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 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 months after the date such a 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, if available, at the employees former wage rate. An employee may return to his/her original position, within a period of thirty (30) calendar days after starting in the transferred position.

(d) In the event the Hospital decides to create, abolish or revise a 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. 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 arrange to meet with the Union to discuss the minimum wage rate for the new classification.

(e) The Hospital shall maintain job descriptions for all classifications covered by this Agreement. Upon request to the CHRO, 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.

(f) An employee who is in an acting position outside of the bargaining unit at Robert Wood Johnson Somerset or New Brunswick shall continue to accrue his or her seniority for a period not to exceed 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. RESIGNATION

6.1 In the event of resignation, full and part-time employees will be eligible for accumulated PTO provided they give written notice equal to their annual PTO entitlement or three (3) weeks, whichever is greater and work until the expiration of the last day of their resignation notice. Upon notice of resignation the employee will not be permitted to use PTO and their sick bank will be frozen and sick time will only be paid in cases of verifiable illness requiring overnight hospitalization or other serious health condition as defined in the FMLA for the employee, his or her spouse, parent, minor or disabled child in accordance with the Hospital's FMLA policy and procedures.

ARTICLE 7. UNIFORMS

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

7.2 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 which includes Labor and Delivery, Nursery, Operating Room, Post Anesthesia Care Unit, Special Procedures and the Cardiac Catheterization Lab.

ARTICLE 8. DISCHARGE AND PENALTIES

8.1 The Hospital shall have the right to discharge, suspend, or discipline any non-probationary 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 36 hours, excluding weekends and holidays, 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 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 within thirty (30) days of when the hospital became aware of the infraction.

8.2 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 11 of this Agreement.

8.3 Employees are obligated to cooperate in any investigatory process and will be required to complete an incident report upon request.

8.4 The Employee shall sign for such disciplinary notice indicating receipt and shall be given a copy of said discipline. Employee signature is not an admission of guilt.

ARTICLE 9. EMERGENCY DUE TO INCLEMENT WEATHER

9.1 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.

9.2 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 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 Somerset effectuates a State of Emergency.
3. Any other situation as deemed an emergency by the Executive Vice President or designee.

ARTICLE 10. NO STRIKE - NO LOCKOUT

10.1 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.

10.2 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, slow-down, 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.

10.3 In addition to any other liability, remedy or right provided by applicable law or statute, should a strike, sit-down, sit-in, slow-down, picketing, 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:

- (a) Publicly disavow such action by the employees;
- (b) Advise the Hospital in writing that such action by employees has not been called or sanctioned by the Union;

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

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

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

ARTICLE 11. GRIEVANCE AND ARBITRATION

11.1 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:

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 on the last Wednesday of the month excluding suspensions and terminations. 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 managers will present the reason for counseling with documentation at the first counseling session.

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 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.

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.

In lieu of arbitration at the grievant's discretion and with the approval of the Employer and the Union, the grievant may select this alternative to have his/her grievance heard by a five (5) member panel of which three (3) will be from a similar position and two (2) of the individuals in the similar role and the Hospital would 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 is confidential.

11.2 The arbitrator cannot rule on any matter except while this Agreement is in full force and effect. This does not apply to events that occur during the term of the agreement or to arbitrations that were scheduled during the term of the agreement but held at a later time. The arbitrator's decision shall be based exclusively on evidence at the arbitration hearing.

11.3 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.

11.4 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.

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

11.6 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.

11.7 The Union shall designate not less than two (2) and a maximum of twelve (12) stewards in addition to designated local union officers 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 CHRO, 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. A maximum of two 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. The USW Staff Representative shall have the right to attend all grievance meetings.

11.8 All disciplinary arbitrations, including discharges, shall be governed as specified below:

(a) If discipline is moved to arbitration, proof is only required by a preponderance of the evidence. The arbitrator shall not impose his own views as to the appropriateness of the penalty unless he finds such penalty to be arbitrary and capricious.

(b) In any disciplinary case, evidence of comparative treatment of employees shall be inadmissible for the purpose of challenging the propriety of discipline imposed.

(c) Recognizing the mission of the Hospital is to provide quality patient care and understanding the sensitivity and difficulty in addressing discipline in such cases, the arbitrator shall affirm the Hospital's determination in patient care cases for non-probationary employees as follows: Hearsay evidence, if it is in writing, from a patient, his family member, or visitor or from a Hospital Representative who has conducted an interview from such individuals is admissible and the arbitrator may uphold the Hospital's determination based partly or completely on such hearsay evidence to establish just cause. The Hospital will attempt to have two Hospital representatives present in such interviews when practicable. No subpoena shall be issued to require a patient, his family member, or visitor to testify, and no adverse interference shall be drawn from their failure to testify.

ARTICLE 12. UNPAID LEAVE

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

12.2 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/his authorized representative.

12.3 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 following expiration of an authorized leave of absence or he/she 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 12.4. 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 seven (7) 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.

12.4 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.

12.5 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 VP of Nursing or his/her duly authorized representative grants such extension, the employee will maintain their seniority.

ARTICLE 13. SEVERABILITY

13.1 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 14. NO DISCRIMINATION

14.1 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, citizenship status, sexual orientation, gender identification, disability, union membership/ agency status or any other classification protected by law, or any other improper reason.

ARTICLE 15. PERSONNEL FILES AND RECORDS

15.1 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.

15.2 The Hospital shall expunge all disciplinary notices from an employee's file 36 months after the date of the last infraction.

ARTICLE 16. PARKING

16.1 Employees in the bargaining unit will be treated as all other employees for the purposes of parking access, cost and availability. The Hospital will advise the Union of any significant changes.

ARTICLE 17. PAST PRACTICES AND ENTIRE AGREEMENT

17.1 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. 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.

17.2 No agreement, alteration, understanding, variation, waiver, or modification of any of the terms and conditions or covenants contained herein shall be made by any employee or group of employees with the Hospital. All additions or deletions to this Agreement, as to employees or the Union, are null and void unless in writing and signed by both parties to this Agreement in a side letter.

ARTICLE 18. MANAGEMENT RIGHTS

18.1 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. Except as specifically limited by this Agreement, the Hospital retains the exclusive right to manage the facility; to direct, control, and schedule its operations and the work force; and to make any and all decisions affecting the business, whether or not specifically mentioned herein. Such prerogatives, authority, and functions shall include but are not limited to the sole and exclusive right to: hire, promote, layoff, assign, transfer, suspend, discharge or discipline in accordance with the Agreement; select and determine the number of its employees, including the number assigned to any particular work and to increase or decrease that number; direct and schedule the work force; to determine or change the starting time, quitting time or the number of hours to be worked; to assign work and duties to the employees in the work force; to organize, discontinue, enlarge, reduce or revise a function or division; determine the location and type of operation; determine the methods, procedures, materials, equipment and operations to be utilized or to discontinue their performance by employees of the Hospital; establish, increase or decrease the number of work shifts and their starting and/or ending times, determine and schedule overtime; transfer, subcontract or relocate, or close any or all of the operations of the business to any location or discontinue such operations; promulgate, post and enforce rules and regulations, policies and procedures, including but not limited to attendance control and drug and alcohol testing consistent with the policy applied to all other hourly employees; select supervisory employees; establish, determine content of, and conduct training programs; discontinue any department or branch; introduce new and improved methods or revisions of operation; and set standards of performance of the employees. And in all respects carry out in addition, the ordinary and customary functions of management, except as specifically altered or modified by the terms of this Agreement.

18.2 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 Offices 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.

ARTICLE 19. EMPLOYEE HEALTH AND SAFETY AND EXAMINATIONS

19.1 The Hospital has an obligation to provide a reasonably safe and healthy environment coexistent 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 two (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.

19.2 Employees may be required to submit an annual employee health examination which may include chest X-ray, urinalysis, complete blood count (C.B.C.), complete metabolic panel (C.M.P.), EKG, TST (tuberculin skin test), and such other tests as the Hospital may designate. Such tests shall be performed in the Hospital at such time as designated by the Hospital during the employee's normal working hours where practicable. The cost of such tests will be borne by the Hospital.

19.3 The Hospital will refer all staff who are hurt on the job to the ED for examination. Such treatments will be performed consistent with the Hospital's policies regarding patient care priority.

ARTICLE 20. FLOATING

20.1 Floating is defined as the Hospital assignment of an employee to a specific clinical practice area other than the one to which he/she is normally assigned. The employee will not receive float pay as set forth in Article 20.9 when an employee is reassigned within the clinical practice area.

The clinical practice areas are:

- (1) Perioperative Services (Same Day/ Endo/ PACU/ OR)
- (2) Maternal Child Health (L&D/GYN/ Postpartum/ Nursery/ Level II Nursery)
- (3) Critical Care/ IMCU
- (4) Cardiac Pavilion (2E/ 2W)
- (5) Eating Disorders Unit (IOP/ PHP) / Adult Psychiatric Unit (IOP/ PHP)
- (6) Oncology/ Outpatient Infusion/ Same Day Infusion

20.2 Nurses who are not in the float pool shall be floated in the following order:

- (1) Volunteer RNs
- (2) Contracted RNs (unless prohibited by the agency agreement)
- (3) Per Diem
- (4) Full time or Part time RNs

20.3 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. In the event a nurse is floated and/ or reassigned, the nurse will be given tasks that are commensurate with his/ her competencies.

20.4 Each unit will maintain a float list for all bargaining unit employees to determine in an equitable manner who is the next to float. Floating will be equitable with due regard to patient care needs and the clinical competencies of the available nurse which will be the determining factors in floating. Staff may be floated out of turn or more frequently to meet the needs of the units and to avoid four hour floats. Employees who are floated shall not be put in charge of a unit unless they have previously been oriented to charge on that unit absent an emergency.

20.5 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.

20.6 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 (1.5 hr.) notice prior to being floated except under the following circumstances:

- (1) Patient care issues in the Hospital's judgment require a shorter notice period;
- (2) The Registered Nurse who needs to be replaced fails to provide timely notice as provided in this Agreement; or
- (3) The Registered Nurse who needs to be replaced leaves work or visits the emergency department prior to the end of his or her shift.

20.7 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.

20.8 When a Registered Nurse is floated, he or she will be oriented to the unit if deemed necessary.

20.9 If a Registered Nurse is floated out of their clinical practice area, he/she will be compensated at the rate of two dollars (\$2.00) per hour.

20.10 In order for grievances to be filed there needs to have been a continual pattern of non-compliance with this provision.

ARTICLE 21. EDUCATION/ TUITION ASSISTANCE PROGRAM

21.1 The Hospital will post an announcement of special educational institutes, workshops, or other educational meetings which it believes would be of interest to the full-time, part-time, regularly scheduled to work thirty two (32) hours or more per pay period, non-probationary employee (eligible employees) on the respective nursing unit. Eligible employees approved by the Hospital to attend such institute, workshop, or meeting shall be permitted time off without loss of regular pay, not to exceed eight (8) hours per day, to attend such meeting. The Hospital will pay the tuition, through the Hospital Tuition Assistance Program, 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 is approved to attend an institute, workshop, or meeting which the Hospital has not posted, the same procedure and rules above will apply.

21.2 Eligible 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 VP or Director of Nursing of the Hospital prior to enrollment or participation. Where the Assistant VP or Director of Nursing has approved the eligible employee's enrollment or participation, the Hospital shall provide the employee tuition assistance not to exceed \$4,000.00 dollars per calendar year of the otherwise unreimbursed employee cost of tuition for attendance at approved courses, seminars, or participation in a challenge examination. The Hospital shall reimburse the employee for tuition up to a maximum of \$5,000.00 dollars, per calendar year, for studies leading to BSN or higher nursing degree. In order for a course, seminar, or participation in a challenge exam 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 eligible employee's employment with the Hospital. An eligible 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, CCNE, or ANCC. An employee shall not be reimbursed hereunder for more than fifteen (15) credit hours per semester. An eligible 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. All eligible employees who have been approved for academic tuition assistance set forth in 21.2 will be required to sign and abide by the standard Hospital Tuition Assistance Agreement. An employee who completes an approved course while on workers compensation will have his/her tuition reimbursed when the employee returns to active employment. The maximum amounts paid under 21.2 will be inclusive of any payments under 21.1.

21.3 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 his/her designee.

21.4 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 courses:

<u>Course</u>	<u>Initial Certification</u>	<u>Renewal Certification</u>
ENPC/TNCC/ONS/ONCC Chemotherapy Biotherapy Certificate	16 hours	16 hours
BLS/ NRP	4 hours	4 hours
Stroke Education	4 hours	4 hours
ACLS/ PALS	16 hours	8 hours

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, ENPC, & 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 or have allowed their certification to expire.

21.5 It is the responsibility of the professional Registered Nurse to complete all mandatory education in a timely manner. In the event the employee is unable to fulfill this requirement he/ she should meet with his/her Nurse Director or designee to develop a plan to complete required education.

21.6 Per diems are only eligible for BLS/ ACLS/ PALS and NRP renewals.

21.7 The benefits paid under 21.1 – 21.4 are cumulative and will not exceed the amounts set forth in 21.2., e.g. Employee attends a continuing education program, and the cost of such will be subtracted from the total amount of tuition assistance for which he/ she is entitled.

ARTICLE 22. PER DIEMS

22.1 The Per Diem program is designed for nurses who are hired by the Hospital to work as needed.

22.2 Per diems will commit for a minimum of six months to Plan 1 (A or B), Plan 2 (A or B), and sign an acknowledgement form indicating their plan of choice and will be expected to meet the provisions of the selected plan. In the event a per diem nurse in Plan 1 or Plan 2 works in a clinical practice area where they currently (or in the future) work no weekend and/ or holiday hours these hours shall be made up by additional shifts as set forth in the total shifts per four (4) week schedule required by the grid. In the event weekend and/ or holiday hours are incorporated into the schedule (now or in the future) the total shifts obligated to work shall remain the same as set forth in the grid.

PLAN TERMS	Plan 1		Plan 2	
	Rate			
Day	\$38.00		\$42.00	
Eve	\$42.00		\$45.00	
Night	\$43.50		\$46.50	
	A	B	A	B
Hours per shift	8	12	8	12
Weekday Shifts per 4 week schedule	3	2	5	4
Weekend Shifts per 4 week schedule	1	1	2	2
Holiday per Calendar Year	1	1	2	2
Total Shifts per 4 week schedule	4	3	7	6

22.3 A Per Diem nurse may choose to work additional weekend shifts in a 4 week schedule, which will be credited towards their total shift requirement for that 4 week schedule. A Per Diem nurse that wishes to switch from Plan 2 must have already satisfied at least one of their holiday shift commitments prior to the switch and understands that he/she must also meet the additional required holiday commitment in Plan 1 for that calendar year.

22.4 Being on- call for weekends/ holidays will meet the above requirements. The Hospital will make a good faith effort to make sure that the holiday obligations are distributed on a rotational and equitable basis. The Hospital reserves the right to assign holidays at its discretion based on the need of the organization.

22.5 Per diems will be paid in accordance with the Plan chosen.

22.6 Per diems are not covered under the provisions of this Agreement except when specifically referenced.

22.7 The selections of per diems to particular assignments will be at the discretion of the Hospital.

22.8 Per diems will receive a new hire date on the date they become full or part time employees and will begin to serve their probationary period on that date. Full and part time employees who convert to per diem status receive a new hire date.

22.9 Per diem personnel who are scheduled in the 4 week schedule will be expected to work. If the per diem nurse cannot work he/she will be expected to find his/ her coverage which will not incur overtime. Weekend and holiday call outs will be reassigned by the Hospital to meet the needs of the unit taking into consideration input from the employee on rescheduling the weekend/holiday. The ultimate decision, however, will be made by the Hospital.

ARTICLE 23. ACUITY AND STAFFING

23.1 Patient census and acuity shall be reviewed on a shift by shift basis and staffing will be adjusted according to need. The decision to downsize will be made approximately two (2) hours before the start of the shift. If the decision is to downsize a nurse, the unit will be

notified at that time to offer an employee time off. The employee may choose to use PTO or choose to be unpaid when downsized.

23.2 To the extent that the Hospital determines that there is short staffing, the Hospital will make a reasonable effort to procure additional staff. Reasonable efforts may include utilization of per diems, float pool, overtime, etc., at the sole discretion of the Hospital.

23.3 The Union Representative will contact the hospital to arrange a meeting with the staff up to two times a year on the unit(s) to discuss issues, trends and suggestions regarding staffing and possible cost savings measures.

23.4 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.

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

23.6 A Collaborative Practice Committee with representatives from both the Hospital and the Union will meet monthly to address issues of concern to the Hospital and the Union.

23.7 The Hospital and the Union recognize that nurses may or may not have the competency, i.e., education and/or experience, to work in certain clinical areas of practice. In the event a nurse is floated and or/ reassigned, the nurse will be given tasks that are commensurate with his/ her competencies.

ARTICLE 24. EMPLOYEE DISCOUNTS

24.1 After a Registered Nurse completes his/ her probationary period, a Registered Nurse and his/her dependents (if covered through the RWJUH health plan) shall receive a one hundred percent discount for hospital provided out-patient services, diagnostics 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 Hospital's health plan. For the aforementioned to be applicable, the Registered Nurse needs to be actively enrolled in the RWJUH health plan.

ARTICLE 25. HOLIDAYS

25.1 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 whose department has operational hours on holidays to work on any of the holidays specified herein. In the event the employee is required to work on any of the below legal holidays, 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. The legal holidays will be as follows:

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

25.2 If the employee does not work their scheduled holiday, or their scheduled work days immediately preceding or following the holiday (unless absence was caused by a verified illness), such PTO hours associated with that holiday will be deducted from their PTO bank.

25.3 Employees are expected to work holidays and each Department Head or Designee will make a good faith effort to make sure that the holiday obligations are distributed on a rotational and equitable basis. The Hospital reserves the right to assign holidays at its discretion based on the needs of the organization.

25.4 Any employee who calls out on their scheduled holiday will be required to make up the holiday as assigned by the Hospital taking into consideration input from the employee on rescheduling the holiday. The ultimate decision, however, will be made by the Hospital based on the needs of the organization.

25.5 The shifts that are celebrated on the observed holidays will be in accordance with Hospital policy.

ARTICLE 26. INSURANCE

26.1 The Hospital shall provide the following insurance for the benefit of full-time and part-time employees who are regularly scheduled to work thirty two (32) hours or more per pay period and have completed their probationary period:

(a) Employees shall receive comprehensive hospitalization and major medical insurance to cover themselves and their dependents. During the term of this contract, the Hospital reserves the right to change health insurance plans, including plan administrators, insurance carriers, and plan requirements, structure, and characteristics including specifically the adoption of a managed care system with various co-pay options. Any managed care system implemented by the Hospital will provide coverage for employees' and their families' pre-existing conditions covered. The Hospital agrees that the benefits, if changed, will be identical to the benefits for all non-bargaining unit employees.

(b) The Hospital agrees to give the Union sixty (60) days' notice and, upon request, to meet with the Union to discuss changes in medical insurance in advance of implementation. The Hospital agrees to give its employees 30 days advance notice of such change. The Hospital agrees not to implement changes to managed care for bargaining unit employees unless and until the same programs are implemented Hospital-wide.

(c) Employee bi-weekly contributions for health care coverage 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) Individual or family coverage; 3) Date of hire. Employee contributions will be at the same rate as applicable for non-bargaining unit employees. A part-time employee will pay his/her proportionate share based upon scheduled hours. The opt-out provision will be continued. After one month of continuous employment, the Hospital may pay the COBRA expenses for new employees until they become eligible for coverage under the hospital's medical plans. In circumstances where the new employee is ineligible for COBRA, the Hospital will accept applications for coverage in its medical plans for Single coverage only. After 450 hours of continuous employment, coverage may be extended to eligible dependents.

(d) The Hospital shall pay the entire prevailing premium for full time 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.

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

(f) The Hospital shall pay a portion of the prevailing premium for a dental DHMO plan for benefit eligible employee and appropriate dependents, under the same terms as non-supervisory, non-bargaining unit employees assuming this benefit continues to be offered to all other employees 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-in with a higher annual maximum under the same terms as non-supervisory, non-bargaining unit employees.

(g) 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.

26.2 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.

26.3 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:

(a) 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).

(b) 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.

(c) 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.

26.4 The Hospital will provide an employee age 62 or over who retires with fifteen (15) 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.

26.5 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.

ARTICLE 27. PAID LEAVE

27.1 All full-time and part-time employees who are regularly scheduled to work thirty-two (32) hours or more per pay period and have completed their probationary period shall be entitled to paid leave as follows:

27.2 Jury Duty: Employees who are summoned to serve as jurors will receive their regular rate of pay less their pay as juror for each work day while on duty on a one to 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 for 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 shift 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/her Nurse Director or designee who will work with the employee to adjust his/ her schedule or give the employee the option to use benefit time. On days when the jury is not in session, or if an employee is not required to report to court, the employee must notify the nursing office or Nurse Director as applicable to advise that he/ she is available to report for duty.

27.3 Bereavement: An employee shall be paid at such employees wage rate for three (3) scheduled 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, current brother-in-law and sister-in-law, stepmother, stepfather, stepchild, or same sex domestic partner who at the time of the request for benefits under this section is eligible to be covered under the Hospitals health insurance as established under that criteria. Such three (3) days must be taken consecutively and within seven (7) calendar days of death or day of funeral and may not be split or postponed. With management approval, a Registered Nurse may use PTO either to extend bereavement leave or to allow for time off in the event of the death of a relative not mentioned above.

27.4 To the extent there is a Hospital donated leave policy employees will be permitted to donate in the same manner as other employees in the policy, which policy may change from time to time.

ARTICLE 28. PAID TIME OFF (PTO)

28.1 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. PTO is accrued on a pay period basis based on the date of hire. PTO can be utilized after the successful completion of the probationary period. PTO is not accrued during any leave of absence.

28.2 All regular and part time employees (scheduled to work 32 hours or more per pay period) are eligible to accrue PTO. Temporary employees, regardless of scheduled hours; part-timers whose hours are less than 32 hours per pay period and per diems, are not eligible for PTO.

Full time employees will accrue PTO as noted in the chart in Article 28.5. 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 as set forth in the chart below.

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

***Vacation days accrued is based on Full-Time Status**

**** All PTO time is based on 8 hour shifts**

Less than 3 Years at RWJUH			
Employee Status	1 ½ Vacation Days (Maximum Accrual)	PTO (Holiday & Personal days)	Total Maximum PTO
Full-Time	22.5 days = 180 hours	96 hours	276 hours
3 – 15 years at RWJUH			
Employee Status	1 ½ Vacation Days (Maximum Accrual)	PTO (Holiday & Personal days)	Total PTO
Full-Time	30 days = 240 hours	96 hours	336 hours

16 Years at RWJUH			
Employee Status	1 ½ Vacation Days (Maximum Accrual)	PTO (Holiday & Personal days)	Total PTO
Full-Time	33 days = 264 hours	96 hours	360 hours
17 Years at RWJUH			
Employee Status	1 ½ Vacation Days (Maximum Accrual)	PTO (Holiday & Personal days)	Total PTO
Full-Time	34.5 days = 276 hours	96 hours	372 hours
18 Years at RWJUH			
Employee Status	1 ½ Vacation Days (Maximum Accrual)	PTO (Holiday & Personal days)	Total PTO
Full-Time	36 days = 288 hours	96 hours	384 hours

19 Years at RWJUH			
Employee Status	1 ½ Vacation Days (Maximum Accrual)	PTO (Holiday & Personal days)	Total PTO
Full-Time	37.5 days = 300 hours	96 hours	396 hours
20 Years at RWJUH			
Employee Status	1 ½ Vacation Days (Maximum Accrual)	PTO (Holiday & Personal days)	Total PTO
Full-Time	39 days = 312 hours	96 hours	408 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 will 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 in the PTO chart within this article will be applied. Any PTO beyond that will be forfeited.

28.3 An employee's PTO accrual shall be based upon employment status which is 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 PTO time if they work less than their FTE status. Paid leave for PTO, sick leave, bereavement and jury duty shall be considered as time worked in determining an employee's PTO 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 PTO accrual.

28.4 The carry over maximum accrual amounts permitted are noted in the chart in Article 28.2. 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. 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 if they have provided proper notice in accordance with the Resignation Article. Employees who are discharged or have resigned without giving proper notice of such resignation, shall forfeit any right to accrued PTO. Employees with less than six (6) months service are not eligible for PTO pay outs.

28.5 The amount of Paid Time Off (PTO) 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>
Less than 3 Years	27 days/year (8.31 hours/bi-weekly pay/216 hours annually)
3- 15 Years	32 days/year (9.85 hours/bi-weekly pay / 256 hours annually)
16 Years	34 days/year (10.46 hours/bi-weekly pay/272 hours annually)
17 Years	35 days/year (10.77 hours/bi-weekly pay / 280 days/hours annually)
18 Years	36 days/year (11.08 hours/bi-weekly pay/288 hours annually)
19 Years	37 days/year (11.38 hours/bi-weekly pay /296 hours annually)
20 Years	38 days/year (11.69 hours/bi-weekly pay/304 hours annually)

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

28.7 An employee may carryover PTO as noted in the chart in Article 28.2. PTO accrual in excess of said amount shall result in a forfeiture of any such excess amount of PTO accrual. A one-time cash payout of PTO balances above the accrual limit will be issued as determined by the Hospital.

28.8 The employee has the right to request when PTO is taken, however, the Hospital shall have the right to schedule the time and no employee may take PTO other than as authorized by the Hospital. Where a conflict exists as between two or more employees seeking the same PTO period and the Hospital will not authorize such employees to be on PTO 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 PTO period in a timely fashion. Timely notice will be established in accordance with departmental/unit procedure. Depending upon the department/units there may be vacation black-out periods and limitations on the amount of PTO taken at one time, e.g. (2) two weeks.

28.9 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 PTO 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.

28.10 An employee may be paid PTO pay before starting such PTO 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 PTO and provided further that the advance PTO pay request is for an amount not less than five (5) days of PTO. Advance PTO pay shall be by separate check.

28.11 The Hospital will attempt to reasonably accommodate employees' observance of their religious holidays. Such requests must be submitted consistent with departmental/unit scheduling requirements and the employee may only take such holiday upon approval of the Hospital.

ARTICLE 29. HOURS OF WORK

29.1 Work Week: The workweek is defined as seven (7) days commencing at 12:00 a.m. on Sunday and ending at 11:59 p.m. the following Saturday. If a shift starts prior to 11:59 p.m. on Saturday, the hours will be credited to that workweek.

29.2 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 29.4. Registered Nurses shall be entitled to two (2) days off during each seven (7) day period, except in the event of unplanned staffing issues or emergencies.

29.3 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. 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. Such overtime shall be distributed on an equitable 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 1/2) hours' notice for cancellation of voluntary overtime. In the event that the Hospital does not provide at least one and one-half (1 1/2) hours' notice, the Hospital shall pay the employee one (1) 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 1/2) hour notice. The Call Log will serve as conclusive proof that the Hospital attempted to contact the employee. This provision applies in those circumstances when the Employee had agreed to work on a normally scheduled day off.

(b) Authorization of Additional Time/ Overtime: All additional time/ overtime should be authorized by the supervisor prior to working such time, 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 applicable differentials, if any, for all time worked in excess of forty (40) hours in any workweek. Approved PTO shall count as hours worked toward calculation of overtime. Sick time and unscheduled absences shall not count as hours worked.

(d) Non-Productive Paid Time Off: For the purposes of this Article, if approved in advance, time spent on committees and seminars will be considered time worked for overtime. 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 employee's 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 three (3) hours before he or she reaches the maximum hour limit so that the Hospital may find a replacement.

29.4 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 or greater 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.

29.5 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.

29.6 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.

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

(c) Employees scheduled to be on call shall receive \$4.25 dollars per hour for each hour they are required to be on call. This amount will increase to \$4.50 dollars as of July1, 2017.

(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 who are required to remain on Hospital premises while they are on call shall only 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.

(f) 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.

(g) 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 only receive their applicable hourly rate of pay for each hour they are called in to perform work payable from the time they report in at the Hospital. 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.

29.7 On-Call Scheduling:

(a) Prior to establishing an on-call schedule for a unit, the Hospital will attempt to give 30 days' notice to employees where possible.

(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 PTO provided the PTO was granted prior to the posted staffing schedule for the unit. An employee who receives approval for PTO 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.

29.8 The days designated for weekend work requirement will be set by nursing policy.

29.9 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 as assigned by the Hospital, taking into consideration input from the employee on rescheduling the weekend. The ultimate decision will be made by the Hospital based on the needs of the organization. Exceptions to weekend makeup are hospitalization, disability leave or if an employee is sent home by employee health or the Emergency Department or nursing management.

ARTICLE 30. SICK LEAVE

30.1 Full-time and Part-time Employees who are regularly scheduled to work thirty-two (32) hours or more per pay period after the 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.

30.2 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.

30.3 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 doctor's notes for absences during their scheduled shifts before and after holidays 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.

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

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

30.5 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.

The former SMC Extended Sick Bank (ESB) balances from SMC will be transferred to an ESB at RWJUH upon the close of the merger. This plan balance will never increase and is intended for use for a serious employee illness. Employees are expected to use sick time for the first three (3) days or 24 hours of an absence for a serious illness or injury, and then may use the ESB, provided that the employee presents medical documentation. For the first few months, employees who do not have sick time may elect to use PTO time or be unpaid for the first 24 hours before using the ESB bank. Employees are expected to file for NJ State

disability if the illness will extend beyond 7 calendar days. The ESB request form must be submitted for approval before ESB time is used.

30.6 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 (and any remaining grandfathered extended sick bank hours) 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.

ARTICLE 31. SHIFT AND SHIFT DIFFERENTIALS

31.1 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 tenth 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.

31.2 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 \$4.99 per hour for each hour worked during such shift. Employees assigned by the Hospital to work on the night shift shall receive a shift differential of \$6.23 for each hour worked during such shift. 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.

31.3 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.

31.4 The Hospital shall have the right to establish, maintain or discontinue a weekend program wherein employees who are hired or who transfer into the weekend program are 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) Effective January 1, 2017 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, such employee will be paid at the rate of \$44.00 per hour.

(b) Effective January 1, 2017 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, such employee will be paid at the rate of \$50.00 per hour.

(c) Effective January 1, 2017 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, such employee will be paid at the rate of \$53.50 per hour.

(d) 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 employees assigned hours is 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, PTO, 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 11 of the Agreement; however, any grievance pertaining to

discipline under Article 18 shall continue to be subject to the arbitration provisions of the Agreement. After 450 hours 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.

31.5 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 PTO and sick leave) shall be accrued and paid based upon the number of hours that an employee is regularly scheduled to work (see Article 28). 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. The Hospital shall make reasonable efforts to take into account the wishes of the employees.

31.6 Staff will be notified sixty (60) days prior to any modification of shift patterns i.e. shift pattern changes from 10 to 8 hours, or 8 to 12 hour shifts, etc.

ARTICLE 32. PART-TIME STATUS

32.1 The Hospital shall have the right to hire part-time employees as the Hospital may deem necessary. Part-time employees who are not regularly scheduled by the Hospital to work at least thirty-two (32) hours per bi-weekly pay period, shall not be entitled to fringe benefits, except as expressly 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:

32.2 Part-time employees who are regularly scheduled by the Hospital to work at least thirty-two (32) hours per bi-weekly pay period shall accrue seniority in accordance with the seniority provisions of the Agreement.

32.3 Part-time employees who are regularly scheduled to work at least thirty-two (32) hours per bi-weekly pay period desiring to enroll in the Hospital's hospital service plan, (Long term disability plan, medical-surgical plan, major medical plan (or the successor managed care plans) and dental plan, shall pay the difference between the prevailing cost for such insurance and the amount contributed by the Hospital as determined by taking the percentage of time such employee is regularly scheduled to work as it bears to the number of hours a regularly scheduled

full-time employee is scheduled to work. Benefit eligible part time employees may participate in the flexible spending account under the same conditions as regular full time employees.

32.4 Employees scheduled to work three (3) twelve (12) hour shifts per week shall receive 90% of the regular employee benefit package, including but not limited to PTO, sick days, and health and dental benefits.

ARTICLE 33. TEMPORARY EMPLOYEES

33.1 The Hospital shall have the right to hire temporary employees. The Hospital shall notify the Union of the name of each temporary employee hired by the Hospital and the purpose for which such temporary employee was hired at the time the temporary employee was hired. An employee may be hired for temporary employment for up to six (6) months. Any extension beyond this period will be with the consent of the Union, which shall not be unreasonably withheld. No temporary employee shall be required to neither join the Union during the first six (6) months of his / her employment nor be covered under the terms of the Collective Bargaining Agreement. A temporary employee is any employee hired on payroll for a specific purpose or project.

ARTICLE 34. PROFESSIONAL ADVANCEMENT SYSTEM (PAS)

34.1 The Professional Advancement System ("PAS") will be governed by the following principles: The framework of the Professional Advancement System (PAS) will be Care, Outreach, Research and Education (CORE), the four (4) domains of the mission statement of Robert Wood Johnson University Hospital (RWJUH) and will reflect the Robert Wood Johnson University Hospital nursing philosophy and the tenets of Magnet®. The Hospital may modify the PAS infrastructure at its discretion.

34.2 All full-time and part-time Registered Nurses who work thirty-two (32) hours per biweekly pay period are eligible to participate in the Advancement System. The PAS is available for employees who have successfully completed their probationary period and who have received a minimum of "Meets" standards on their annual performance evaluation.

34.3 Eligible employees who submit the appropriate documentation for participation in the PAS on or before the one hundred eightieth (180th) day of employment will be provided with

pay on a go-forward-basis from the date of completed application submission. The time frame to apply for Clinical Nurse II, III and IV will be set by Hospital policy.

34.4 The PAS is comprised of four (4) steps. The payments for Registered Nurses, both full and part-time who work thirty-two (32) hours per pay period, who have met applicable requirements on an annual basis as per Hospital policy, shall be as follows:

First Level: CNI - \$.10/hour

Second Level: CNII - \$.55/ hour (additional \$.45/ hour)

Third Level: CNIII- \$1600.00 annual bonus

Fourth Level: CNIV- \$350.00 annual bonus

34.5 All full-time and part-time professional Registered Nurses who are regularly scheduled to work thirty-two (32) hours or more per pay period must participate in the PAS in order to receive the Certification differential.

ARTICLE 35. CERTIFICATION PAY

35.1 Nurses who possess one of the following certifications will be paid a differential of two dollars (\$2.00) per hour 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. 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. Effective the first pay period in January 2018, contribution of certification differential will be subject to the provision of the Professional Advancement System article.

35.2 In order for a per diem nurse to be eligible for certification pay, the per diem nurse must complete the CNI requirements of the PAS clinical ladder program. Per diem's are not eligible for any of the financial components of the PAS clinical ladder.

ARTICLE 36. CHARGE AND PRECEPTOR PAY

36.1 A nurse may be assigned by the Hospital at its discretion to temporarily take charge. A charge nurse shall be available as a resource person. The Hospital will make a good faith effort to 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) hours or more and who performs charge nurse responsibilities shall be paid a differential one dollar fifty cents (\$1.50) 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. A nurse assigned by the Hospital to precept shall be paid \$0.75 per hour for those hours precepting.

ARTICLE 37. RETIREMENT PLAN

37.1 All eligible employees shall receive retirement benefits in accordance with the terms of the retirement plan sponsored by the employer and provided to all non-bargaining unit employees at the Hospital, as such plan now exists or as it may be changed in the future.

ARTICLE 38. SUCCESSOR CLAUSE

38.1 In the event the Hospital is considering the sale, affiliation, or merger of the business, it shall notify the purchaser of the existence of this agreement and that the Union is the exclusive representative of the bargaining unit registered nurses. The Hospital shall also notify the Union at least thirty (30) days prior to the effective date of the sale, affiliation, or merger.

ARTICLE 39. WAGES

39.1 Effective January 1, 2017 any full-time or part-time (32 hours or more per pay period) registered nurse who's hourly rate is below the attached hiring scale shall receive a 2% increase or the hiring rate for that nurse's years of experience as set forth on the hiring scale, whichever is greater. Those full-time or part-time registered nurses at or above the hiring scale shall receive a 2% increase.

Minimum Hiring Rate

Year 01	
Years Experience	Hire Rate
<1	\$27.50
>1 <3	\$28.02
>3 <7	\$29.12
>7 <10	\$31.32
>10 <13	\$32.96
>13 <15	\$34.61
>15	\$35.16

Year 02	
Years Experience	Hire Rate
<1	\$27.50
>1 <3	\$28.60
>3 <7	\$29.70
>7 <10	\$32.00
>10 <13	\$33.65
>13 <15	\$35.30
>15	\$35.90

39.2 Effective January 1, 2017 the per diem hourly rate shall be increased 2%. 39.3 Effective the first pay period of July 2017, there shall be a \$0.40/ hour market adjustment for all full-time and part-time registered nurses.

39.3 Effective the first pay period of 2018 any registered nurse below the attached hiring scale shall receive a 2% increase or the hiring rate for that nurse's years of experience as set forth on the hiring scale, those registered nurse at or above the hiring scale shall receive a 2% increase.

39.4 Effective the first pay period of 2018 the per diem hourly rate shall be increased 2%.

39.5 The Hospital shall have the right to credit a prospective registered nurse with all or any portion of such registered nurse's employment experience before employment by the Hospital. The crediting of all or any portion of a perspective registered nurse's experience shall be determined by the Hospital in its sole discretion either at the time such prospective registered nurse commences employment with the Hospital, or during the registered nurse's probationary period. The Hospital shall have the right to consider Hospital healthcare experience of Hospital registered nurse's in the classifications of paramedics, LPN's, 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.

39.6 The Professional Advancement System will be in effect the first pay period of January 2018, a BSN differential of \$0.25 per hour will be paid for those on Professional

Advancement System (PAS) for full and part-time professional registered nurses who work thirty-two (32) hours bi-weekly pay period.

39.7 The Professional Advancement System will be in effect the first pay period of January 2018, a MSN differential of \$1.00 per hour will be paid for those on Professional Advancement System (PAS) for full and part-time professional registered nurses who work thirty-two (32) hours bi-weekly pay period (for a total of \$1.25 per hour).

ARTICLE 40. SEVERANCE PAY

40.1 Severance pay shall be in accordance with the Hospital policy as it now exists or may be changed in the future.

ARTICLE 41. DURATION OF AGREEMENT

41.1 This Agreement shall be in effect from January 1, 2017. 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 December 31, 2018 or a subsequent anniversary date, of a desire to make changes therein or to terminate the Agreement.

41.2 The provisions of this aforementioned Agreement shall be conclusive between the parties, for its duration as to all bargain-able matters or issues unless the Hospital and the Union mutually agree to alter, amend, supplement, enlarge or modify any of its provisions.

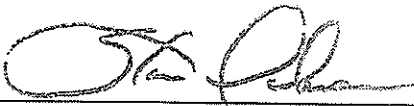
(60) days prior to the end of the then current term; and in which event, this Agreement shall then terminate at the end of the then current term, and all rights and obligations of all parties and employees of whatever nature shall terminate.

IN WITNESS WHEREOF, THE PARTIES HERETO have caused this Contract to be duly executed by their respective duly authorized officers, the day and year first written above.

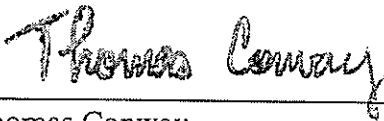
**UNITED STEELWORKERS
AFL-CIO-CLC**



Leo W. Gerard
International President



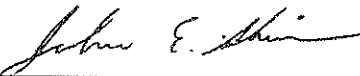
Stanley W. Johnson
Secretary/Treasurer



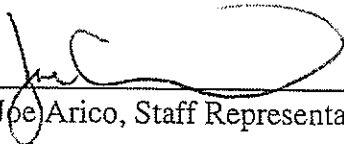
Thomas Conway
Vice-President, Administration



Fred Redmond, Vice-President, Human Affairs



John E Shinn, Director, District #4

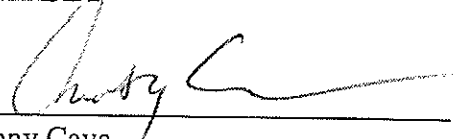


Joe Arico, Staff Representative

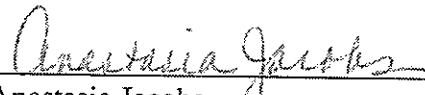


Kimberly Delbrune-Mitter, President, LU #09620

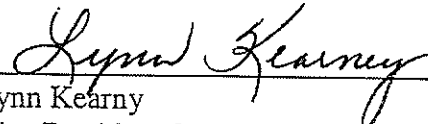
**ROBERT WOOD JOHNSON
UNIVERSITY HOSPITAL
SOMERSET**



Anthony Cava
Chief Administrative Officer



Anastasia Jacobs
Chief HR Officer and Vice President

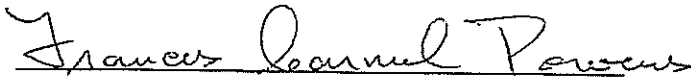


Lynn Kearny
Vice President for Nursing


NEGOTIATING COMMITTEE, LOCAL #09620



Rhoda Gestosani, Vice President



Frances Carmel Powers, Recording Secretary



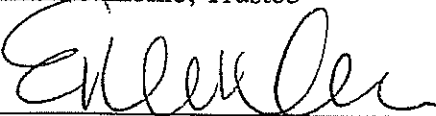
Sandra McNelis, Financial Secretary



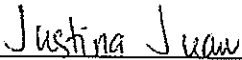
Jennifer Rannells, Treasurer



Felimín Lambino, Trustee



Eileen Allen, Trustee



Justina Juan, Trustee

Del Vitale
Sub-District Director
2025 Lincoln Highway
Suite 130
Edison, NJ 08817

Re: Side Letter to Collective Bargaining Agreement

Dear Del:

In negotiations of our first contract, the parties have agreed to certain transitional issues as it relates to Article 34 - Professional Advancement System ("PAS") of the Collective Bargaining Agreement:

Professional requirements/achievements that may qualify for Clinical Level I & II which were performed after the merger of Somerset Hospital with Robert Wood Johnson (June 1, 2014) may be considered for meeting the obligations under Clinical Levels I and II with appropriate documentation at the discretion of the Hospital.

Very truly yours,

Robert Wood Johnson University Hospital Somerset

Del Vitale
Sub-District Director
2025 Lincoln Highway
Suite 130
Edison, NJ 08817

Re: Side Letter to Collective Bargaining Agreement

Dear Del:

In negotiation of our first contract, the parties have agreed to certain transitional modifications as they relate to the Certification language that was negotiated between the parties:

For those nurses with at least one (1) year of service at ratification and have a certification, working in a unit where their certification is no longer applicable, in accordance with Appendix A, nurses will have one (1) year or until their certification expires, whichever is earlier (regardless of how many years they have been in the unit), starting on the ratification date, to obtain the appropriate certification. During the transitional period this will override the language in the CBA which requires that nurses obtain the appropriate certifications within two (2) years of transfer or when certifications expire, whichever is earlier. For example, a nurse in the Emergency Room who transferred in 2010 will have one (1) year or when the certification expires, whichever is earlier, to obtain the Emergency Room certification. The above time frame may be extended by mutual agreement of the parties, as may be appropriate due to extenuating circumstances.

Other than the above exception, the CBA's certification provision will govern.

Very truly yours,

Robert Wood Johnson University Hospital Somerset

April 20, 2016

Del Vitale
Sub-District Director
2025 Lincoln Highway
Suite 130
Edison, NJ 08817

Re: Side Letter Article 23

Dear Del:

In interpreting Article 23.1 the Hospital, after initially cancelling the employee will attempt in good faith to cancel or call in the nurse for the remainder of the shift within 4 hours of the nurse's original start time. This is not a decision subject to the grievance and arbitration procedure but will be the Hospital's goal in cancellation situations.

Very truly yours,

Robert Wood Johnson University Hospital Somerset

December 5, 2016

Del Vitale
Sub-District Director
2025 Lincoln Highway
Suite 130
Edison, NJ 08817

Re: Side Letter Article 22 and Article 29

Dear Del:

In interpreting Article 22 Per Diems, the Plan 1 or Plan 2 will be effective 90 days post ratification.

In interpreting Article 29 Hours of Work, change in hours of work will be effective June 2017.

Very truly yours,

Robert Wood Johnson University Hospital Somerset

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

Adult Medical/Surgical

Oncology/Med-Surg

- American Nurses Credentialing Center Medical Surgical Registered Nurse (RN, BC)
- Medical Surgical Board Certification (CMSRN)
- Oncology Nursing Certification Corporation (OCN or AOCN)

Neuroscience/Med-Surg

- American Nurses Credentialing Center Medical Surgical Registered Nurse (RN, BC)
- Medical Surgical Board Certification (CMSRN)
- American Nurses Credentialing Center (SCRN)
- American Association of Neuroscience Nurses (CNRN)

Cardiac Pavilion

- American Nurses Credentialing Center Medical Surgical Registered Nurse (RN, BC)
- Medical Surgical Board Certification (CMSRN)
- American Association of Critical Care Nurses (CCRN)

1E- Geriatrics

- American Nurses Credentialing Center Medical Surgical Registered Nurse (RN, BC)
- Medical Surgical Board Certification (CMSRN)
- Gerontological Nurse American Nurses Credentialing Center (RNBC)

Orthopedics – Med-Surg

- American Nurses Credentialing Center Medical Surgical Registered Nurse (RN, BC)
- National Association of Orthopedic Nurses (ONC)

Adult Critical Care

- American Association of Critical Care Nurses (CCRN)

IMCU

- American Association of Critical Care Nurses (CCRN)

Emergency Department

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

Perioperative Services

PACU

- American Society of Post Anesthesia Nurses (CPAN)
- American Association of Critical Care Nurses (CCRN)

Same Day Surgery

- American Nurses Credentialing Center Medical Surgical Registered Nurse (RN,BC)
- Medical Surgical Board Certification (CMSRN)
- American Society of Post Anesthesia Nurses (CPAN)
- American Society of Peri Anesthesia Nurses (CAPA: Ambulatory PeriAnesthesia)

Operating Room

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

Perinatal Services/ 1 South/ 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)

Endoscopy Suite

- American Nurses Credentialing Center Medical Surgical Registered Nurse (RN, BC)
- Medical Surgical Board Certification (CMSRN)
- American Association of Critical Care Nurses (CCRN)
- American Board for certification of Gastroenterology Nurses (CGRN)

Employee Health Services

- American Nurses Credentialing Center Medical Surgical Registered Nurse (RN, BC)
- Medical Surgical Board Certification (CMSRN)

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)

Cardiodynamics/ Cath Lab

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

5West – Psychiatric

- American Nurses Credentialing Center Psychiatric Mental Health Nursing (RN, BC)
- American Nurses Credentialing Center Medical Surgical Registered Nurse (RN, BC)

Eating Disorders Unit

- American Nurses Credentialing Center Medical Surgical Registered Nurse (RN, BC)
- American Nurses Credentialing Center Psychiatric Mental Health Nursing (RN, BC)

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.