

AGREEMENT

BETWEEN

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

And

**Hudson Hospital Holdco, LLC
d/b/a Christ Hospital**

July 1, 2018 through June 30, 2021

HPAE

110 Kinderkamack Road
Emerson, NJ 07630

Tele: (201) 262-5005 / (800) 801-5005

Fax: (201) 262-4335

Web Address: <http://www.hpae.org>

STATE OFFICERS

Deborah White
Barbara Rosen
Alexis Rean-Walker

President
First Vice President
Secretary/Treasurer

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AGREEMENT

This Agreement made and entered into as of the 1st day of July 2018 between HUDSON HOSPITAL HOLDCO, LLC d/b/a CHRIST HOSPITAL (hereinafter referred to as the "Employer" or "Hospital") and HEALTH PROFESSIONALS AND ALLIED EMPLOYEES, AFT/AFL-CIO (hereinafter referred to as the "Union").

ARTICLE 1. NOTIFICATION

All correspondence to the Hospital, unless otherwise specified herein, shall be addressed to the Director of Human Resources or his/her designee, at Christ Hospital, 176 Palisade Avenue, Jersey City, NJ 07306. All correspondence to the Union, unless otherwise specified herein, shall be addressed to the HPAE President at 110 Kinderkamack Road Emerson, New Jersey, 07630.

ARTICLE 2. RECOGNITION

Section 1 - The Employer hereby recognizes the Union as the exclusive collective bargaining representative of the employees included in the following job classifications:

INCLUDED:

All full-time and regular part-time registered staff nurses, and per diem nurses, including all medical/surgical assistant nurse managers, perioperative services assistant nurse managers, home health care nurses, home health intake nurse, case managers, hospital liaisons, first assistant RN (OR), I.V. therapy infusion nurses, care managers (Home Care), catheterization lab coordinators, employed by the Employer at its Jersey City, New Jersey facilities.

EXCLUDED:

All other employees, including nurse managers and other managerial nurses, all maternal-child health assistant nurse managers, onsite administrators, directors, risk managers, infection control coordinators, employee health services supervisors, school of nursing instructors, school of nursing adjunct instructors, intake coordinator (Home Care), OR hospital staff instructor, infection control coordinator assistants, patient service team managers, performance improvement coordinators, clinical nurse specialists, psychiatric nurse coordinators, diabetes educator, organizational educators, hospital staff instructors, RNs holding positions that do not require an RN license, temporary employees employed six months or less, nursing students and interns, office clerical employees, managerial employees, professional employees, confidential employees, guards and supervisors as defined in the Act.

Section 2 - The term "employee" as used in the agreement shall mean only those employees in the specific job classifications described in Section 1, above, as being "Included", for whom the Union is the recognized collective bargaining representative.

Section 3 – On a quarterly basis, the Employer will provide the Union with a list of all positions vacated during the previous calendar quarter.

Section 4 – In the event an entire operation or any part thereof is taken over by receivership or bankruptcy proceeding, such operation shall continue to be subject to terms and conditions of this Agreement for the life thereof. In the event of an acquisition, affiliation or disaffiliation of the Hospital or a merger of the Hospital, this agreement and its terms and conditions shall be binding on all parties, including any legal successor entity, for the life thereof.

Section 5 - The Employer agrees that during the term of this agreement it shall not raise or challenge the non-supervisory status of any positions currently in the bargaining unit. The parties further agree that any positions currently in the bargaining unit, irrespective of any future ruling by the National Labor Relations Board, will continue to be considered part of the bargaining unit.

The responsibilities/job duties of any position currently in the bargaining unit, or the responsibilities/job duties that are or may be assigned by the Employer to any bargaining unit employee, shall not be considered in any way supervisory or managerial duties as defined or may be defined by the National Labor Relations Board and/or Section 2 (11) of the National Labor Relations Act.

Section 6 - Except for occasional assistance and training, in unforeseen emergency circumstances, and as otherwise required to provide proper patient care when bargaining unit members are not available, supervisors shall not perform the work customarily performed by bargaining unit employees.

Supervisors will not perform work customarily performed by bargaining unit employees to such a degree that it results in the elimination of bargaining unit work.

ARTICLE 3. MANAGEMENT RIGHTS

Section 1 – Except where abridged by the expressed provisions of this agreement, the Hospital retains the exclusive right to manage the business, to direct, control and schedule its operations and work force and make any and all decisions affecting the business, whether or not specifically mentioned herein and whether or not exercised before.

Section 2 – This right of management includes but is not limited to the right to hire, promote, assign, transfer, suspend, discharge and discipline employees, lay off, recall, select and determine the number of its employees including the number assigned to any particular work; increase or decrease the number; direct and schedule the work force; to promulgate, revise, post and enforce reasonable rules and regulations; to determine the location and type of operation including the methods, procedures, materials and operations to be utilized or to discontinue their performance by employees of the Employer in whole or in part; to subcontract nursing services provided this does not result in the layoff of employees; to hire or contract temporary, agency, non-bargaining unit employees, supervisory employees or utilize volunteers; determine and schedule when overtime shall be worked; install or remove equipment; transfer or relocate any or all of the operations or business to any location, or discontinue such operations in whole or in part, at any time; establish, modify, increase or decrease the number and duration of work shifts; establish starting and quitting times; determine the work duties of employees; train employees; establish, maintain, revise or discontinue system functions, programs, and standards of service; establish or change job classifications; determine reasonable work performance levels, qualifications and standards of

performance in accordance with professional practice standards, including performance improvement; and in all respects carry out the ordinary and customary function of management. Failure on the part of management to exercise the functions, whether or not expressly stated herein, shall not constitute a waiver thereof.

Section 3 – The Union, on behalf of the employees, agrees to cooperate with the Hospital to attain and maintain full efficiency and maximize patient care.

Section 4 – There shall be no individual agreements between employees and Hospital. This Agreement cannot be modified except by written agreement between the Hospital and the Union.

ARTICLE 4. NO STRIKE-NO LOCK OUT

Section 1 – During the term of this contract or any written extension thereof, the Union, its officers, agents, representatives and members or any employee, whether on or off duty, will not directly or indirectly authorize, cause, condone or lend support to a strike, including a sympathy strike, sit down, sit in, slow down, sick out, boycott, concerted refusal to work overtime or work stoppage or other interference with the operations of Christ Hospital.

Section 2 – In addition to any other liability, remedy or right provided by applicable law or statute, should a strike, or other interference with the operations of the Hospital occur, the Union, within twenty-four hours of a request by the Hospital shall:

- a. Publicly disavow such action;
- b. Advise the Hospital in writing that such action by employees has not been called or sanctioned by the Union;
- c. Shall instruct such employees to cease such actions and return to work immediately;
- d. Post notices on the Union bulletin board advising employees to return to work immediately.

Section 3 – During the term of this contract or any written extension thereof, the Employer will not lock out employees.

Section 4 – An employee may be subject to discipline up to and including termination for violation of this article.

ARTICLE 5. UNION SECURITY

Section 1 – To the extent not inconsistent with the law, it shall be a condition of employment that all employees of the Hospital covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing with respect to the tendering of regularly scheduled dues or fees uniformly applied. Those who are not members on the effective date of this Agreement shall, to the extent not inconsistent with the law, on the thirtieth (30th) calendar day following the effective date of this Agreement, become and

remain members in good standing in the Union.

Section 2 – It shall also be a condition of employment that all employees covered by this Agreement who are hired, rehired, reinstated or transferred into the bargaining unit, shall, to the extent not inconsistent with the law, become a member of the Union within the thirtieth (30th) calendar day following the beginning of such employment and remain members in good standing in the Union. Where the effective date of the Agreement is made retroactive, the execution date shall be substituted for the effective date.

Section 3 – The failure of any employee to become a member of the Union at the required time shall obligate the Hospital, upon written notice from the Union to such effect, and providing that the Union membership was available on the same terms available to other members, to discharge such person.

Section 4 – Further, failure of any person to maintain his/her membership in good standing as required herein shall, upon written notice to the Hospital by the Union to such effect, obligate the Hospital to discharge such person.

ARTICLE 6. DUES DEDUCTION

Section 1 - During the term of this Agreement, and upon receipt of a voluntary written authorization from an employee covered by this Agreement, the Employer shall deduct Union dues from the wages of each such employee on a biweekly basis.

Section 2 – The Union shall certify the amount of membership dues or fees for service to be deducted from each employee's pay, whether in the form of initiation fees, periodic monthly dues, or authorized assessments, in writing by an authorized Union official. By the end of each calendar month, the Employer will forward to the Union's Financial Secretary-Treasurer all dues deducted from payroll during the previous month, and provide notice to the Local Union President of the submission of dues. The Employer shall list the names, hours worked, gross pay and the amount of dues or fees for service deducted from each employee.

Section 3 - The Employer shall be relieved from making such deductions upon (a) termination of employment, or (b) transfer to a job outside the bargaining unit, or (c) unpaid layoff from work, or (d) an unpaid leave of absence, or (e) a properly executed revocation of the deduction authorization at any time during the term of this Agreement. The Employer will immediately resume this obligation and shall make deductions upon the return to work of an employee from a leave or layoff.

Section 4 - The Union hereby agrees that it will indemnify and hold the Employer harmless from and against any claims, demands, suits and other forms of liability that arise out of, or by reason of, action taken for the purpose of complying with this Article. Once the funds are forwarded to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 5 - The Union will have no claim, monetary or otherwise, against the Employer by reason of failure to perform under this Article due to administrative or technical error, provided such error is corrected by the next payday.

Section 6 - The Hospital agrees to provide the Union with a list of all employees, their addresses, telephone numbers, date of hire, classification, status, assignment, and current rate of pay, social security number and the date of birth every six months. The Hospital will provide a monthly update to this list including new hires, starting rate of pay, the employee's experience step, and changes in employment status or changes in the information above. All information will be provided to the Union by hard copy and in computer format. This will include information about employees who have announced their retirement or who have retired.

ARTICLE 7. COPE CHECK-OFF, VOTER REGISTRATION AND COMMITTEE PARTICIPATION

Section 1 - Voluntary COPE Check-off: Upon receipt of a voluntary, duly authorized check-off authorization, the Hospital shall deduct such amount of monies authorized by employees for the Union's political action fund, called HPAE Committee on Political Education (COPE). The amount of money deducted from employees' paychecks and an itemized list of such deductions shall be forwarded to the Union once a month following the month in which the deductions have been made.

Section 2 - Voter Registration: The Hospital will permit the League of Women Voters, or some other independent voter registration group, to set up voter registration tables in the Hospital once per week during the two months prior to the November elections, provided that no employee shall be given release time and that the registration does not interfere in any way with the operations in the cafeteria. This does not preclude the participation of employees provided that it is during non-working time.

Section 3 - Committee Participation: In the event that federal or state law, The Joint Commission or any other private or regulatory agency mandate line staff participation on any Hospital committee, or if the Hospital seeks inclusion of staff on any Hospital committee, the Hospital will seek volunteers from the bargaining unit. Simultaneously, the Union will be given the opportunity to recommend staff members for consideration by submitting such names to Nursing Administration.

The Hospital will make the final selection of committee members, taking into consideration the following:

- a. The chosen employee(s) will possess the qualifications and experience necessary to make a meaningful contribution to the committee's work.
- b. Generally, employees will not serve on more than one such committee at the same time.

The Hospital will notify the Union of all committee assignments for bargaining unit members. If a committee has meeting minutes and a bargaining unit employee participates on the committee, the Union will be provided minutes of each meeting.

Bargaining Unit committee members will be notified in a timely manner of meeting

cancellations. If bargaining unit members are not notified of a cancellation within twenty-four (24) hours of the meeting date and time, those members who are not scheduled to work will be paid their hourly rate based on the predetermined meeting duration.

Bargaining unit committee members shall be paid their hourly rate for attendance.

The Union shall have the right to designate one employee to the following committees, subject to Hospital approval:

Infection Control Committee
OR Committee
Pain Management Committee
Radiation Safety Committee
Sharps Safety and Device Evaluation Committee
Medicine, Nursing, Pharmacy Committee
Workplace Violence Committee
Professional Practice Council
Safe Patient Handling Committee
Wound Care Committee
Falls Committee
Psychiatric Care Committee (5 East staff only)
Documentation Committee (ad hoc committee of the forms committee)

Provided the criteria set forth in (a) and (b) above are met, Hospital approval will not be unreasonably denied.

Committee members agree to follow the policies/rules of the committee and to keep all confidential, patient, and sensitive information confidential.

ARTICLE 8. UNION COMMUNICATION

Section 1 - The Employer shall provide a locked bulletin board adjacent to the cafeteria for the purpose of posting proper union notices such as meeting announcements, internal union election notices and other notices pertaining to the bargaining unit.

Section 2 - The Employer shall provide a locked mailbox for the Union's use below the Union bulletin board.

Section 3 – The Union shall have the right to place printed union material in the mailboxes of those employees who have mailboxes, provided the mailboxes are not in a patient or public area.

Section 4 – The Hospital agrees to continue to provide to the Union meeting space as reasonably needed. The Hospital also agrees that, upon timely request from the Union President or her/his designee, it will work with the Union to schedule a membership meeting in a staff room.

Section 5 – The Hospital will not remove from the Union bulletin board any notices properly

posted pursuant to this agreement. In addition, the Hospital shall not place information on the Union bulletin board without prior permission from a member of the Local Executive Board.

ARTICLE 9. NON-DISCRIMINATION

Neither the Hospital nor the Union shall discriminate against or in favor of any employee, nor shall the Hospital or the Union engage in any form of harassment, respectively, on account of race, color, creed, religion, national origin, ancestry, age, marital status, sex, sexual orientation, gender identity or expression, handicap or disability, status as a union member or a non-member, or for filing a claim against the Employer or the Union, or based upon any other characteristic protected under applicable federal, state or local laws.

ARTICLE 10. DETERMINATION OF WORK STATUS

Section 1 - A full-time employee is one who is regularly scheduled to work at least seventy-two (72) hours in a pay period.

Section 2 - A regular part-time (benefits eligible) employee is one who is regularly scheduled to work at least forty (40) hours in a pay period but less than the full-time hours described in Section 1, above. Unless specifically provided otherwise, a regular part-time (benefits eligible) employee shall receive benefits pro-rated in accordance with their FTE status.

Section 3 - A non-benefits eligible part-time employee is one who is regularly scheduled to work less than forty (40) hours in a pay period.

Section 4 - A per diem employee is an employee who works on an "as needed" basis. The Hospital may cancel a per diem shift when it is no longer needed.

Per diem employees shall not receive shift or weekend differentials. Per diem employees hired prior to July 1, 2018 are required to work two (2) shifts, one of which is a weekend shift, per four week schedule. Per diem employees hired on or after July 1, 2018 will be required to work two (2) weekend shifts and one (1) weekday shift per four (4) week schedule.

Effective August 1, 2018, per diem nurses shall be categorized by the Hospital into groups A or B for holiday availability. Per diem nurses shall work both holidays in either Group A or B, on a rotational basis. Per diem nurses shall also work a minor holiday on a rotational basis.

Group A
July 4th
Christmas

Group B
Labor Day
New Year's Day

Minor Holidays
Memorial Day
Thanksgiving Day

The Hospital shall determine the staffing and operational needs of each unit. Such needs may require the per diem employee to work the day before or after the major holiday in lieu of the major holiday. A unit should generally not be staffed with more than 50% of per diem employees unless the Manager/Supervisor in their discretion, taking into consideration the competency of the per diem, allows a greater percentage of per diem employees to work.

Per Diem employees shall receive only the following benefits:

- (a) Certification Differential as provided in Article 34, Section 7
- (b) Charge Pay as provided in Article 37, Section 6
- (c) On call pay as provided in Article 20
- (d) Pension benefits if eligible under the plan
- (e) Pay for courses required by the Employer

Section 5 - Temporary Employees

- (a) A temporary employee is one who is hired for a fixed or limited duration of three (3) months or less, or to perform a special project of limited duration, or to replace an employee who is on leave of absence.
- (b) The Employer may extend a temporary employee's employment by an additional three (3) months with the approval of the Union. Such approval will not be unreasonably denied. Temporary employees are not covered by this Agreement. However, after six (6) continuous months of employment, temporary employees shall become members of the bargaining unit. Their probationary period shall begin on their first day of employment as a regular bargaining unit employee (their 181st day of employment).
- (c) Temporary employees shall not be utilized if it would result in the layoff of an employee or replace a laid off employee in the bargaining unit.
- (d) On a quarterly basis, the Hospital shall provide the Union with list of all temporary employees employed during the prior calendar quarter.
- (e) The Employer shall not utilize more than 15 temporary employees in any 24-hour period, except in Federal and/or State-declared emergencies and/or natural disasters.
- (f) Temporary employees shall not be counted in the staffing ratios until they have completed unit orientation.

Section 6 - Additional Hours. The Hospital will continue to inform employees of additional work hours when they become available. Such hours shall be offered to qualified bargaining unit employees and will be first scheduled (1) on a non-overtime basis and per diems, and then (2) on an overtime basis before such hours are offered to agency employees. The Hospital may continue to utilize contract agency nurses to provide staffing where regular positions are posted and cannot be filled. Extra shifts will be assigned in the most effective way possible, using rotation.

ARTICLE 11. PROBATIONARY PERIOD

Section 1 - Newly hired full-time employees shall be considered probationary for a period of three (3) months of continuous active employment from the date of employment, excluding time lost for sickness and other leaves of absence.

Section 2 – The probationary period for a newly hired part-time or per diem employee shall be after 36 worked shifts but no sooner than 3 months and no later than 6 months.

Section 3 - Upon written notice to the employee and with the approval of the Union, which will not be unreasonably withheld, the Employer may extend the probationary period by up to an additional three (3) continuous months of active employment.

Section 4 - During or at the end of the probationary period, the Employer may terminate any probationary employee at will, and such termination shall not be subject to the Grievance and Arbitration provisions of this Agreement.

ARTICLE 12. PROFESSIONAL PRACTICE (ORIENTATION)

Section 1 – The Employer will provide a formal orientation program for both new employees and for those who are transferred, either temporarily or permanently, to another unit. For new employees, the orientation program will be a minimum of six (6) weeks for non-specialty areas and a minimum of twelve (12) weeks for specialty areas. For transferred employees, the orientation will be a minimum of two (2) weeks for non-specialty areas and a minimum of twelve (12) weeks for specialty areas. During such time, the orientee will not be counted in the daily staffing numbers.

Section 2 – The Employer will provide a formal orientation program for new to practice nurses and nurses new to a specialty. The orientation program will be a minimum of twelve (12) weeks for non-specialty areas and specialty areas and a minimum of sixteen (16) weeks for the Emergency department and Operating Room. For nurses who are not new to practice or new to a specialty, orientation will be provided as needed based on skills and experience. During such orientation period, the orientee will not be counted in the daily staffing numbers.

Section 3 – A request for a shorter or longer orientation period shall not be unreasonably denied upon request of the employee or his/her preceptor.

Section 4 – Employees must complete required unit based job and education courses within 90 days of completion of orientation, unless the course is not available within this period. This 90-day period may be extended by agreement. The union will not unreasonably withhold its agreement.

Section 5 – The Employer will send written notification of newly hired bargaining unit employees to the Union's Emerson Office with a copy to the Local Union President. The Employer will provide the Union Office and the Local Union President with the annual schedule of dates of union orientation for new hires which orientation shall occur on a monthly basis. The Union shall be given the opportunity to address new employees for a minimum of 30 minutes about the Union as a formal part of the orientation process.

Section 6 – The Hospital shall offer the Critical Care Course to all bargaining unit RNs working in the Critical Care areas during their orientation period at a CarePoint Health facility or at a facility outside CarePoint Health.

ARTICLE 13. PERSONNEL FILES

Section 1: An employee shall be granted access to his or her personnel file during regular business hours. The employee shall submit a request to the Human Resources Office that shall be granted as soon as reasonably possible, but no more than five (5) work days after receipt of the request. Workdays for the purpose of this article shall exclude Saturdays, Sundays and holidays.

Section 2: Access shall not be granted to pre-employment material, such as references.

Section 3: Employees may request a copy of documents in the file by submitting a written request to the Human Resources Office. The request shall be granted within five (5) work days after receipt of the request. Workdays for the purpose of this article shall exclude Saturdays, Sundays and holidays.

Section 4: When a disciplinary or evaluative document is introduced into the file, the employee shall have the right, within a reasonable time, to add comments or a rebuttal. No disciplinary or evaluative document shall be added to the employee's file without the employee's knowledge. All disciplinary documents will be included in the employee's personnel files. If not so included, said documents may not be used for disciplinary purposes.

ARTICLE 14. DISCIPLINE AND DISCHARGE

Section 1 - The Employer shall have the right to maintain discipline and may discharge, suspend or discipline any employee for just cause.

Section 2 - The Employer will notify the Union in writing, via fax, e-mail or regular mail, of any discharge or suspension within seventy-two (72) hours from the time of discharge or suspension. If the Union desires to contest the discharge or suspension, it shall give written notice thereof to the Employer within fourteen (14) calendar days from the date of the Union's receipt of the written notice. The dispute shall be submitted to Step Three of the Grievance Procedure.

Section 3 – When scheduling a meeting with an employee that is to take place when the employee is not on duty, he/she will be notified a minimum of twenty-four (24) hours in advance of the issue that will be addressed at the meeting and whether the meeting could lead to disciplinary action. However, when the issue to be discussed pertains to the health, welfare or safety of a patient, a patient's family, or an employee, or to a serious patient complaint, less than twenty-four (24) hours' notice may be given. Prior to the meeting, the Hospital will make every reasonable effort to contact a union representative. An employee may not refuse to participate in such meeting on the grounds that a specific union representative is not available if another authorized union representative is working or otherwise available in the Hospital when the meeting is to be held. Meetings hereunder shall be scheduled at a mutually agreeable date and time. However, when the issue to be discussed pertains to the health, welfare or safety of a patient, a patient's family, or an

employee, or to a serious patient complaint, and the Hospital reasonably determines that immediate attention is required, the employee may not unreasonably refuse to attend a meeting on a date and time scheduled by the Hospital.

Section 4 – The Hospital will not hold a meeting with an employee which could lead to disciplinary action without a union representative present, unless the employee declines union representation by signing the following form designated for that purpose:

Christ Hospital
Employee Declination of Union Representation

Pursuant to the Collective Bargaining Agreement between Christ Hospital and HPAE, the Hospital will not hold a meeting with an employee which could lead to disciplinary action without a Union representative present unless the employee declines union representation by executing this form.

Accordingly, I _____ hereby decline Union representation at an investigatory meeting I understand could lead to disciplinary action.

Date

Signature of Employee

Manager/Director: _____

Section 5 - Discipline shall not be issued more than thirty (30) calendar days after the Employer becomes aware of the event or incident for which the discipline is imposed. The thirty-day period may be extended by mutual agreement. In the event the Employer suspends an Employee pending investigation, the Employer will make a determination regarding the discipline within twenty one (21) calendar days, unless an extension is mutually agreed upon. The Union shall not unreasonably deny such extension. This paragraph will not apply to an administrative suspension.

Section 6 - All non-related written and oral disciplinary actions older than twelve (12) months will not be used against the employee in future disciplinary actions provided the employee does not

receive other disciplinary action in that twelve (12) month period. The disciplines may, however, be used in connection with the discharge of an employee without limitation. Suspensions and related written and oral disciplines have no time period limitation.

ARTICLE 15. GRIEVANCE & ARBITRATION

Section 1 - A grievance shall be defined as a complaint or dispute between the parties hereto arising under or out of this Agreement, during its term or any written extension thereof, involving the interpretation, application, performance, non-compliance or breach of any specific provision of this Agreement. No grievance as defined above shall be considered under the grievance procedure unless it is presented as provided below.

Section 2 - An employee(s) or the Union may file a grievance. The employee-grievant or the employee(s) on whose behalf the Union is filing the grievance must sign the grievance. In the case of class action grievances, at least one employee-grievant must sign the grievance. If it is not possible for the employee or the employee-grievant to sign the grievance by the time the grievance must be filed, he or she must sign it as soon as practicable.

Section 3 - Prior to the filing of a written grievance, the employee may choose to informally present the grievance to the employee's immediate supervisor. The employee may, if she/he desires, request the presence of a union representative. A union representative shall have the right to participate in such discussions. An employee may independently resolve his or her issue, so long as any adjustment of the grievance is not inconsistent with the terms of this Agreement. In the event the matter is not resolved, the employee and/or the Union may present a formal written grievance in accordance with Section 6.

Section 4 - All grievances shall be submitted to the Employer in writing and signed by the grievant or Union representative, on a form provided by the Union, within fourteen (14) calendar days after the event or events giving rise to the grievance occurred, or when the grievant reasonably should have known of the event(s).

Section 5 - Subject to staffing and patient care needs, the Union's employee representatives shall be given a reasonable opportunity to investigate and process grievances on work time provided notice is given to the employee's immediate supervisor and such meetings do not unreasonably interfere with the work of the employees or the operation of the hospital.

Section 6 - Grievances shall be processed in the following manner:

Step 1: Grievances shall be presented, in writing, to the employee's Director or his/her designee. The grievances shall identify the provisions in the contract that have been violated or are in dispute, a brief description of the claimed violation or dispute and the remedy sought.

There shall be a meeting between the employee and the Director to discuss and resolve the grievance within fourteen (14) calendar days of receipt of the grievance. An authorized union representative shall have the right to participate in all such discussions. The written answer of the Director or his/her designee shall be given to the employee and union representative within fourteen (14) calendar days of the Step 1 discussion. If

the problem is not mutually resolved at the first step, whether or not a discussion is held, the grievance shall be presented in writing to the Employer as set forth in Step 2.

Step 2: Should the employee or Union be dissatisfied with the Hospital's disposition of the grievance at Step 1, the grievance may, within fourteen (14) calendar days of receipt of the Step 1 answer or the date it was due, be presented at Step 2 to the Vice President of Nursing or to the Department Director in non-nursing departments. If the Department Director is the same as the Director in Step 1, then the grievance may bypass Step 2 and go directly to Step 3.

The Vice-President or Department Director or his/her designee will meet with the employee and/or union representative within fourteen (14) calendar days of receipt of the Step 2 grievance and shall respond in writing to the employee and union representative within fourteen (14) calendar days after the Step 2 discussion.

Step 3: Should the employee or Union be dissatisfied with the Hospital's disposition of the grievance at Step 2, the grievance may, within fourteen (14) calendar days after the answer in Step 2 or the date it was due, be presented at Step 3 to the Director of Human Resources or his/her designee. The Hospital will schedule a Step 3 grievance meeting within fourteen (14) calendar days of the submission of the Step 3 grievance and will hold the Step 3 grievance meeting within fourteen (14) calendar days of the submission of the Step 3 grievance.

Following a Step 3 meeting, the Director of Human Resources or his/her designee shall respond in writing to the employee and the union representative within fourteen (14) calendar days after the Step 3 discussion.

Section 7 - The Union and the Hospital may mutually agree to submit a grievance initially at Step 2 or Step 3 of the grievance procedure. Discharges or suspensions or class action grievances shall be brought directly to Step 3 of the grievance procedure.

Section 8 - The Union shall provide the Director of Human Resources with written notice of all authorized Union representatives, grievance committee members, or others who may be involved in the grievance process. The meeting will be scheduled at a mutually agreeable time.

Section 9 - If no mutually satisfactory conclusion is reached at the conclusion of Step 3 of the Grievance Procedure, the Union may notify the Hospital, in writing, of its intent to demand arbitration within ten (10) calendar days of receipt of the Step 3 decision, or the date it was due.

Section 10 - The Union may refer the matter to the American Arbitration Association ("AAA") within thirty (30) calendar days of its notice to the Hospital that it intends to demand arbitration.

Section 11 - The arbitrator will be selected in accordance with the following procedures, and the arbitration will be conducted under the Rules then prevailing of the AAA, except as modified by this Agreement. In its initial notice to the AAA, the party seeking arbitration shall: request arbitration, identifying the grievance and including whatever forms are required by the AAA; and request the AAA to send to each party a list of seven (7) arbitrators.

Following receipt of the copy of the lists, each party shall cross off from such list the name(s) of any arbitrator or arbitrators not acceptable and shall forward its list of acceptable arbitrators in the order of preference to the AAA.

From the combined lists, the AAA will select the arbitrator commonly indicated as the greatest preference of the parties. In the event this procedure results in no common choice, either party may request the AAA to send a second list of seven (7) names. If no mutual selection results from the second list, either party may request the AAA to name an arbitrator. Failure by the AAA to comply with this section will not penalize the Union or the grievant.

The parties, by mutual agreement, may also bypass the above procedure and mutually agree on an arbitrator. In all cases, the decision of the arbitrator is final and binding on all parties.

Section 12 - The arbitrator shall have the authority only to decide the grievance at issue and shall have no authority to add to, subtract from, or modify the terms of this Agreement.

Section 13 - Each party shall be responsible for the expenses of its own witnesses or others selected or called by a party to appear before the arbitrator. The cost and the expense of the arbitrator and the hearing room shall be shared equally by the parties. If either party requests an official transcript, each party will be required to pay half in cases of discipline or class action of a complex nature.

Section 14 - Failure on the part of the Hospital to provide a timely response to a grievance at any step shall allow the union to proceed to the next step. In the event the employee or the Union fails to meet the time limits in any step, the grievance shall be considered settled on the Hospital's last answer provided, however, that such settlement shall not constitute a waiver or relinquishment of any position or agreement the Union or Hospital may assert with respect to any future grievance. The time limits may be extended by the mutual written consent of the parties.

Section 15 - No individual employee may institute an arbitration proceeding.

Section 16 - Whenever action is required on the tenth day under the Grievance and Arbitration provisions of this Agreement, and the tenth day falls on a Saturday, Sunday, or Hospital-recognized holiday, the day for taking the action shall be the next day that is not a Saturday, Sunday, or Hospital-recognized holiday.

ARTICLE 16. HOURS AND PAYROLL

Section 1 – Consistent with past practice, Employees may be hired to work on an hourly or salaried basis. Salaried nurses shall continue to be exempt from overtime as “exempt professionals.”

Section 2 - The standard payroll period shall consist of two workweeks.

Section 3 – Employees shall be entitled to two (2) fifteen minute paid breaks and one half hour unpaid meal break for every seven and half hours of work. Employees who work twelve or more hours shall receive three (3) fifteen (15) minute paid breaks and one half hour unpaid meal period. Break periods shall be scheduled by the Department Manager, Assistant Manager, Supervisor or Charge Nurses. The Employer shall not schedule employees in such a manner as to effectively deny employees the opportunity to take contractually required breaks on a routine basis. In the event the

Union believes breaks are being routinely denied in any area the matter shall be presented at labor management. Breaks may be combined subject to approval. Approval will not be unreasonably denied. Employees who choose to eat on the premises shall take their meals or breaks in designated areas of the facility.

Section 4 - The Employer may institute time recording devices that are conveniently located on or near the units to which the employee is regularly assigned or to the department to which the employee regularly reports. All employees are required to record their time at the beginning and end of their scheduled shift and any time they leave or return to the premises.

- (a) Employees shall not record their time any earlier than seven (7) minutes prior to the beginning of their scheduled shift, or record their time any later than seven (7) minutes after the end of their scheduled shift, unless it is necessary for the employee to stay beyond the shift in order to complete an assignment or attend to a patient care need. Where an employee works beyond the end of his/her scheduled shift, the employee must document the specific reason(s) for doing so. For example, simply writing "too busy" is not adequate.
- (b) No employee shall falsify his or her time record, or the time record of any other employee. No employee shall record the time of any other employee, nor shall any employee allow another employee to record his or her time. Except in cases of inadvertence, employees who violate these rules will be subject to discipline.
- (c) All employees may be required to record time for administrative purposes when they arrive at and/or leave a work site with a time recording device.

Section 5 - An employee who is unable to report for work at his or her scheduled start time on the day shift must notify his or her supervisor or designee at least two (2) hours before the employee's regularly scheduled start time. If the absence exceeds one day, the employee must contact his or her immediate supervisor or the on-site administrator each day within the specified time periods except when an employee submits a doctor's note stating the expected duration of the absence.

Section 6 - No 12-hour employee shall be required to work more than four hundred thirty-two (432) weekend hours per year, and no 8-hour or 10-hour employee shall be required to work more than four hundred three (403) weekend hours per year. Nurses with twenty-five (25) or more years of service shall not be required to work more than three hundred ten (310) weekend hours per year. Notwithstanding the foregoing limitations on weekends, a nurse with twenty-five (25) or more years of service may be required to work a greater number of weekends where there are insufficient volunteers and it is necessary in order to avoid a patient care emergency. The foregoing limitations on weekends shall not apply to employees who are hired to work more weekends or who accept a position requiring the employee to work a greater number of weekends. Employees may always volunteer to work a greater number of weekends. Some departments by practice require fewer or no weekend responsibilities. Every effort shall be made to equitably distribute weekend work commitments among the available staff. Employees may switch weekend duty with others so long as the supervisor approves of the changes in advance and no additional overtime is needed. An employee who has an unscheduled absence on a weekend shift may be required to make up this absence on another weekend within the succeeding two (2) four-week schedules as scheduled by

the Employer, however, the nurse shall not be required to fulfill their make-up obligation on a holiday. An employee who has an unscheduled absence on a weekend shift due to an approved leave of absence shall not be required to make up this absence. Notwithstanding the practice of make-up weekends, nurses with twenty-five (25) or more years of service shall not be required to make up a weekend following an unscheduled absence on a weekend.

Section 7 - The Employer's payday is Friday of each pay week. For the convenience of employees, paychecks will continue to be available to the employee no later than 2:00 p.m. on Thursday of each pay week. However, paychecks will be payable on the Friday payday. All paychecks will be delivered in envelopes. Pay stubs will clearly identify specific hours worked and compensated, rates, each deduction and each differential.

Section 8 - When a payroll error exceeding \$100.00 has been brought to the attention of the Department Head or designee and the pay error is due to the Hospital's mistake, the Hospital will issue a check with the correction by the next payday or the next Monday following the report of the problem, whichever day comes first. In the event such error results in a bank charge or penalty, the Hospital will reimburse the employee for the charge or penalty. Where the Hospital's payroll error is less than one hundred dollars (\$100.00) or the pay error is due to the actions or inactions of the employee (e.g., failing to properly record time worked), the Hospital shall attempt to correct the problem as soon as reasonably possible, but no later than the next payday following the report of the problem.

Section 9- The Hospital shall continue the Direct Deposit Program.

Section 10 - If an employee works an hour less than his/her regular shift as a result of an adjustment in Daylight Savings Time, he or she will be compensated for the full shift.

Section 11 – Case Managers shall be paid an annual salary based on their normal work week (either 37.5 or 36 hours). Their annual salary shall be computed by multiplying the hours in their normal work week by the hourly rate corresponding to their years of experience on Appendix A times 52 weeks.

Case Managers who work in excess of their normal work week will be permitted to equalize their hours by taking time off within the pay period or the subsequent two pay periods. The time to equalize the hours shall be requested and arranged with the Department Head. If a mutually acceptable arrangement cannot be made, the Department Head shall have the right to assign the hours off. If the excess hours have not been equalized during the three pay periods, the hours will be paid at the case manager's hourly rate.

ARTICLE 17. OVERTIME SCHEDULING AND PAY

Section 1 - Overtime compensation at the rate of time and a half the employee's regular hourly rate shall be paid to non-exempt employees for all time actually worked in excess of forty (40) hours in the workweek. Paid sick days, holidays, vacation days, or any other paid leave time shall not be considered in computing overtime. Exempt employees are paid on a salary basis and shall not be entitled to overtime pay. Exempt employees include, but are not limited to, CDMP Specialist and Case Manager.

Section 2 - Voluntary. An employee may agree to work overtime on a voluntary basis or may volunteer to be on-call.

Section 3 - When overtime is deemed necessary by the Hospital, the Hospital shall ask for volunteers. RNs in a unit shall be given the opportunity to work overtime in that unit before the hospital seeks volunteers from other units, unless volunteers can be found to work on a straight time basis. When two or more employees in the same title volunteer for the overtime assignment, the Hospital shall assign the overtime to the most senior qualified employee. Voluntary overtime shall be distributed on a rotating basis. Employees who have volunteered to work overtime and cancel must provide the Hospital with two (2) hours' notice of their intent to cancel. The Hospital must provide the employee with two (2) hours' notice of cancellation of overtime.

Section 4 – Mandatory Overtime may be mandated in accordance with the standards, procedures and exemptions outlined in NJ 34:11-56a31. Terms of this law will be incorporated by reference. When mandatory overtime is permitted, overtime will be assigned to the least senior qualified nurse on a rotating basis.

Section 5 - There shall be no pyramiding of overtime and/or holiday premium pay.

Section 6 - Except as otherwise provided in Hours and Payroll, employees must have all overtime approved by the Manager or designee prior to working overtime. Where emergency circumstances make this impossible, or after reasonable attempts to locate a manager have been made, the employee must obtain approval as soon as practicable.

Section 7 - If an employee cancels an overtime shift with less than twenty-four (24) hours' notice the employer will not offer overtime to that employee during the next two weeks unless other employees are not available for that overtime.

ARTICLE 18. WORK SCHEDULES

Section 1 – Posting of Schedules

The Hospital shall post a monthly work schedule, no more than three (3) and no less than two (2) weeks prior to the commencement of the schedule. The posted work schedules will include the names of the employees at the time the schedule is posted. Once posted, the schedule shall not be changed except by mutual agreement. The schedule shall indicate the following: overtime shifts, extra shifts (for part time employees), and Bonus Shifts (in accordance with section 7 of this Article).

Section 2 – Preference for Extra Shifts

Available shifts shall be posted with the schedule and nurses may request such additional shifts by documenting their requests in an availability book located on the unit. The Hospital will give first preference to those who sign up to work via the availability book over any work assigned to regular agency nurses.

If an employee signs up for a specific time in the availability book and then refuses to work that time, the employee may be precluded from signing up for additional work for the next posted

schedule.

Section 3 – Bumping Agency Nurses

Where available shifts cannot be filled on an ongoing basis through job postings or the availability book, the Hospital may sign a thirteen-week agency contract for "traveling nurses." Notwithstanding any other section of this Article, the Hospital may comply with its contractual commitment to supply the contracted hours to such agency nurses even if a regular staff member expressed a preference for such shifts. However, employees have the right to bump any non-contract agency nurse by notifying the Department Director, nurse manager, or nursing supervisors at least two and a half hours before the start of the scheduled shift so she can cancel the agency nurses without penalty. Posted work schedules shall indicate which shifts are filled by contract and non contract agency nurses.

Section 4 - Shift Rotations

There shall be no shift rotation except on a voluntary basis.

Section 5 – Dressing Time/Scrubs

All employees who must make special preparation to dress in scrubs for appropriate units shall have ten (10) minutes from their respective starting times within which to dress or otherwise prepare. The same rule shall apply to the quitting time and all such employees shall utilize the last ten (10) minutes of their regular shift within which to complete their special procedures required by Hospital.

In the event an employee is required by the Hospital to work through such ten-minute period, an additional ten (10) minutes will be granted and will be considered as on-duty time.

Section 6 - Sixteen Hour Shifts

No employee shall be required to work more than 16 hours in a 24-hour period.

Section 7 – Bonus Shifts

1. If a four week schedule is posted with an open shift, the Employer will offer a bonus of twenty dollars per hour (\$20/hr) (a "Bonus Shift") to any employee willing to work the open shift not later than seven days before the beginning of the period covered by the four week schedule.
2. If an open shift in a posted schedule occurs after the schedule is posted:
 - a. In the case of an open shift that occurs at least seven days before the shift, the Employer will offer a Bonus Shift seven days before the shift if efforts to fill the opening without a Bonus Shift have been unsuccessful.
 - b. In the case of an open shift in a schedule that occurs less than seven days before the shift, the Employer may offer a bonus shift. In making this determination, the Employer will consider Article 28 of the collective bargaining agreement, patient census,

absenteeism, and other relevant staffing factors. In any four week schedule period, if any unit has a staffing deficiency more than 50% of the time without a Bonus Shift being offered, such event will be considered prima facie evidence of a violation of this article. The above sentence shall only apply to Article 18 and Bonus Shifts.

3. An employee who volunteers for a Bonus Shift can be assigned to any unit in which they are qualified to work subject to the floating language in the collective bargaining agreement.
4. If more nurses volunteer for a Bonus Shift than are needed, the Employer will be at liberty to select an employee who would work straight time (by rotating seniority if necessary) over an employee who would work overtime (by rotating seniority if necessary). Absent this differential, the assignment will be made on a rotating basis in seniority order.
5. If an employee cancels a Bonus Shift or fails to work a Bonus Shift due to an unscheduled absence, she/he will forfeit bonus pay for the next shift that would qualify for bonus pay hereunder.
6. If an employee cancels two or more Bonus Shifts or fails to work two or more Bonus Shifts due to unscheduled absences within the same two week pay period, she/he will forfeit bonus pay for an equal number of future shifts that would qualify for bonus pay hereunder.
7. If an employee works a Bonus Shift during a paid vacation day, she/he will receive either (1) bonus pay for that day in lieu of vacation pay, or (2) bonus pay and vacation pay for that day, at the employee's option. If the employee elects bonus pay in lieu of vacation pay, the vacation time for that day will be restored to the employee's vacation bank.
8. The Employer can cancel a Bonus Shift any time subject to the following:
 - a. If the Employer gives less than 2 hours' notice of cancellation and the employee has not yet begun work, the employee must be given at least 2 hours work or 2 hours pay in lieu of work, at the employee's option.
 - b. If the Employee begins work without notice of cancellation, the Employer must give at least (i) four hours' notice of early shift termination, or (ii) four hours' additional pay or work in lieu of notice, at the Employer's option.
 - c. Total and partial cancellation of Bonus Shifts will not count toward downstaffing limitations in the collective bargaining agreement. However, Bonus shifts will be cancelled in accordance with the collective bargaining agreement.
9. The Bonus Shift and related procedures will not replace or limit any other existing practices or procedures for filling open shifts.

ARTICLE 19. SHIFTS AND SHIFT CHANGES

Section 1 - Consistent with past practice the hospital may establish shifts of various durations and start and finish times in order to respond to patient care and service requirements. Once an employee is hired to work a certain shift the shift cannot be changed without thirty (30) days

written notice to the Union and the affected nurses. Upon request of the Union, the Hospital shall meet with the Union and affected nurses to discuss the reason for the proposed change and ways of diminishing any adverse impact upon those nurses affected, including the option to transfer to other units or shifts, application of seniority to changes and other incentives or arrangements to facilitate the change. Both the Union and the Employer agree to bargain in good faith in an attempt to reach an agreement with respect to the impact of the proposed change upon the affected bargaining unit nurses. If an agreement cannot be reached, the Hospital may implement the change in accordance with its last and best offer if the change is appropriate given patient care, service requirements or economic constraints.

Section 2 – If any shift changes are implemented it can only affect up to 50% of the nurses in the unit unless more nurses agree or the hospital is able to offer the additional nurses substantially equivalent positions (i.e., same hours, shift) on a different unit within the same division. (For example, a comparable position is when an "8 hour" day shift nurse on a med-surg unit is offered an "8 hour" day shift position on another med-surg unit.) Any changes will affect first volunteers and then by reverse seniority. Any nurse affected who cannot conform to the change will be trained, oriented and placed into a vacant, substantially comparable position. If no such position is available the employee may exercise his/her bumping rights.

ARTICLE 20. ON-CALL PAY

Section 1 –

- a. On-call assignments will be mandatory in the following areas: PAU (Endo and PACU), OR, Dialysis, L&D, and Special Procedures, with the exception of nurses with twenty-five (25) years or more of service, who shall not be required to take on-call shifts unless it becomes necessary in order to avoid a patient care emergency. Per diems are eligible to sign up for call but will not be mandated.
- b. The on-call schedule shall correspond to the regular four (4) week schedule. Holiday requirements shall continue to be scheduled one (1) year in advance. Holiday call shall not be included as part of the on-call rotation sequences.
- c. If the call schedule is not balanced, the Hospital shall have the right to equitably assign on-call.
- d. When it becomes necessary to assign on-call, it shall be rotated among the employees in the unit beginning with the least senior employee. In PACU, as to the Holidays, employees with over 25 years of seniority as of 6/1/06, are not required to be on-call for more than one of the following holidays per year: Memorial Day, July 4th, and Labor Day.
- e. Employees shall be on-call only for the hours scheduled to be on-call.
- f. Employees shall be on-call to respond to increased unit activity. On-call will not be used to provide coverage for understaffing except on a voluntary basis. As to sick calls, L&D shall continue its practice of using on-call only on a voluntary basis.

g. On call hours for the CRNFA shall be scheduled by the physician's service group in collaboration with the CRNFA as per current practice.

h. The Hospital may modify call hours based on the operational needs of each department and unit.

Section 2 - On call assignments will be distributed equitably among employees on the unit. Employees with advanced approval for time off will not be assigned call. Employees on leaves of absence will be removed from the call rotation for the duration of their leave. Upon return from leave, the employee will take their next scheduled turn in the rotation, i.e., she/he will not be inserted into the rotation immediately, unless the rotation sequence dictates her/his turn is next. Employees of the particular unit/department that has available call hours will be offered the extra call time before it is offered to employees outside of the unit/department.

Section 3 - Employees will receive ten dollars (\$10.00) per hour for on-call time. Such employees will receive time and one-half their regular rate of pay for all hours worked when called in. In addition, the employee will be guaranteed four (4) hours of work or pay. If an employee is called in and works four (4) or more hours, the employee will receive time and one-half pay and also receive on-call pay as specified above. If an employee is called in and works less than four (4) hours, the employee will only receive time and one-half pay. On call pay, for the CRNFA shall be \$17.90 per hour.

Section 4 - If an employee is recalled within the same four (4) hour period, payment will only be for actual time worked beyond the four (4) hour minimum. If recalled after the original four (4) hour period, the employee will be entitled to another minimum four (4) hours work or pay.

Section 5 - An employee who is not on-call and who is called in because of circumstances but who cannot report for work on short notice will not be subject to discipline for such refusal to report. If the employee is called in and reports hereunder, the employee will receive time and one-half their regular rate of pay for a minimum of four (4) hours or time worked, whichever is greater. In addition, where consistent with departmental past practice, the employee will also receive on-call pay for the entire shift.

Section 6 – Except in the OR where the current practice will continue, employees who are not in on-call status who, at the request of the Hospital, changes the start time of his/her scheduled shift (e.g. from 8am to 6:30am) shall not be considered to be on-call and, therefore, shall not be entitled to on-call pay or any minimum hours of pay or time and one-half for such hours because of such change.

Section 7 - An employee who is called in and works between the hours of 11:00 p.m. and 7:00 a.m. and is due to work the following day shift, shall have the following options:

- (a) Take the day off without pay as a sleep day.
- (b) Take the day off and apply earned benefit time.
- (c) Work their regularly scheduled shift.

- (d) Flex their start time up to four (4) hours.

If the CRNFA is called in during the hours of 9pm to 7am he/she will be allowed to take four hours of sleep time (unpaid time or available benefit time) from the beginning of the next shift based on the Employer's best effort to provide coverage.

Section 8 - Except for L&D, sufficient beepers will be provided to limit inconvenience to staff. If available, the Hospital will provide a private sleeping room and shower facilities for on-call employees who elect to remain on Hospital premises during their scheduled on-call hours.

Section 9 - One qualified employee may fulfill all or part of the on-call schedule of another employee by mutual agreement between the two employees with management approval, which shall not be unreasonably withheld.

Section 10 – Should on-call assignments be required in existing units or departments that currently do not require on-call, the matter will be referred to the Labor-Management Committee which will meet to determine a mutually acceptable plan of action.

Section 11 – Should the Hospital open new units or departments that require on-call assignments, the Hospital shall inform employees applying for positions within such new units or departments of the requirements for on-call assignments within such new unit or department.

Section 12 – New to practice/specialty nurses will be paired up with an experienced nurse, for up to three (3) months following successful completion of their orientation period, prior to being assigned call independently.

ARTICLE 21. FLOATING

Section 1A (All units except MCH) - If it becomes necessary to float employees from one unit to another, the Employer will first seek volunteers from the unit which the floating is to occur. If there are more volunteers than needed, preference shall be granted to the most senior. If there are not enough volunteers, the Hospital will float in the following order:

- (a) Agency staff;
- (b) Per Diem staff;
- (c) Nurses working overtime and bonus shifts outside their regular units;
- (d) Unit based overtime and bonus;
- (e) Rotating regular staff from the least senior, including non-overtime extra shifts.

Section 1B (MCH) – For all purposes, based upon mother baby couplet care, Maternal Child Health, comprised of Labor & Delivery, Mother/Baby, Nursery and OB/ED, will be considered as one unit. If it becomes necessary to float employees from Pediatrics to MCH, the Employer will first seek volunteers from the unit from which the floating is to occur. If there are more volunteers

than needed, preference shall be granted to the most senior. If there are not enough volunteers, the Hospital will float in the following order:

- (a) Agency staff;
- (b) Per diem staff;
- (c) Nurses working overtime and bonus shifts outside their regular units;
- (d) Unit based overtime and bonus;
- (e) Rotating regular staff from the least senior, including non-overtime extra shifts.

Section 1C (Peri-Anesthesia Unit) – For all floating purposes, Same Day Surgery, Pre-Admission Testing, PACU and Endoscopy (for admission and discharges only) will be considered as one unit. If it becomes necessary to float employees between these departments, the Employer will first seek volunteers from the department from which the floating is to occur. If there are more volunteers than needed, preference shall be granted to the most senior. If there are not enough volunteers, the Hospital will float in the following order:

- a) Agency staff;
- b) Per diem staff;
- c) Nurses working overtime and bonus shifts outside their regular units;
- d) Unit based overtime and bonus;
- e) Rotating regular staff from the least senior, including non-overtime extra shifts.

Section 2 - Nurses who are floated to different units and or departments must be qualified to perform the patient care assignments involved and must receive a geographic orientation to the department or unit. When there is a need for an RN with special qualifications, the Hospital will make every effort to float only those who meet those special qualifications. If an employee has been floated to another unit and believes the assignment is not in compliance with the provisions of this Article, the employee shall notify his/her supervisor and request an adjustment. If the nurse disputes the decision, she must accept the assignment and grieve the matter later. Nurses designated as charge will float as per rotation provided another qualified nurse is available to be designated by management as charge. The Hospital will provide a float book on each unit where nurses can sign up to volunteer to float. The float book will also be used for nurses who are floated when there are no volunteers to keep a record of their float rotation.

Section 3 - Newly hired RNs shall not be subject to floating during their probationary period.

Section 4 - Nurses who are floated will not be in charge. Exceptions may be made in emergency situations and when the nurse floated has charge experience and is familiar with the operation of the unit.

Section 5 - Nurses may volunteer to float outside of their unit provided they possess the required core competency in the area they are floating. With the exception of perioperative services and maternal child health, full-time and regular part-time nurses floated outside their unit will receive an additional \$3.00 per hour for all hours worked off their unit. Effective January 1, 2011 this

“floating differential” shall increase to \$3.25 per hour. Full-time and regular part-time perioperative service and maternal child health nurses shall receive an additional \$3.00 per hour when floated outside of their division. Per diem nurses are not entitled to receive any float differentials. There will be no pyramiding of bonus shift pay and float differentials.

Section 6 – Nurses who float to or from OR will receive an additional \$3.00 per hour more when floated for four or more hours. Nurses in MCH will not receive float pay if she/he is floated within MCH, in lieu of a unit within MCH. Secondly, Peds nurses within MCH may also be floated to Peds ED without float pay. The parties agree to re-evaluate the necessity to exclude Peds nurses from float pay within MCH and Peds E.D. every 6 months to determine whether an increase in the census has occurred in Peds that warrants ending this provision.

Section 7: Employees with eighteen (18) or more years of seniority shall not be floated unless they volunteer provided other qualified staff is available.

Section 8: Float Pool

In order to promote staff recruitment and retention, and as an aid to supplement staffing when there are call outs or periods of high census, the Employer shall establish a float pool. The parties agree on the following terms and conditions regarding the float pool:

1. RNs participating in this program will be excluded from on-call requirements.
3. RNs in the float pool will be expected to remain in their float pool position for at least one (1) year.
4. The float pool will be assigned based upon census and acuity of units and availability of personnel on units, taking into account call-outs.
5. Float pool positions shall be posted and bid for like any other open position in the bargaining unit, per Article 25.
6. Nurses will not be counted in the staffing numbers until they are assigned to a unit or department.
7. Nurses will be scheduled their regular hours through the nursing office. Each nurse will report to the nursing office for assignment.
8. In the event of Layoffs the Seniority Article and Hospital seniority shall apply.
9. There shall be no per diem, overtime, bonus or extra shift work while a float pool nurse has a forced reduction in scheduled hours, unless the float pool nurse does not have the competency to work on that unit.
10. Float pool nurses will be eligible to take part in the pilot program.
11. The language in this section shall not apply unless and until the Hospital reinstates the float pool.

Section 9

Floating shall occur only once per employee shift and within the first two hours from the start of said shift, except if the employee volunteers or in the case of an emergency. This section will not apply to float pool, peri-op and maternal child nurses.

ARTICLE 22. DOWNSTAFFING

Section 1 - The Employer retains discretion to temporarily reduce staffing on a given unit and shift when there are more employees than required by patient care needs. Prior to downstaffing employees, agency staff will be cancelled. The following order will thereafter be followed:

- (a) Bonus shifts
- (b) Overtime shifts
- (c) Volunteers shall be sought, utilizing the Volunteer Log in place in that division
- (d) Per diem employees in the division
- (e) Extra shifts for part-time employees
- (f) Regular staff will be canceled on a rotating basis beginning with the least senior nurse on duty as indicated on the Down Staffing Log in place on each unit. Employees volunteering to be down staffed when there is a need will not be considered to have fulfilled their turn in the rotation.

If it becomes necessary to downstaff employees within Maternal Child Health, the above order will be followed provided the remaining nurses have the skills needed to cover the unit. All employees in Maternal Child Health will be cross-trained within nine (9) months of the effective date of this Agreement.

Section 2 - An employee who is called off shall have the option of (1) floating to another division, subject to availability, competency and qualification; (2) applying paid time off; or (3) taking unpaid time off. An employee whose “regular” hours have been down staffed and who requests to work a different shift will be considered where available.

Section 3 – When an employee is down staffed, a Downs Staffing Form will be completed by Nursing to be retained in the files for two months. The Union will not be unreasonably denied copies upon request.

Section 4 -- Employees will accrue benefits for the full shift regardless of whether they choose to apply paid time off.

Section 5 – Management will attempt to contact an employee who is to be downstaffed at least one (1) hour prior to the start of the shift. If no attempts to contact the employee have been made within one hour of the start of the shift, the employee will be paid for one hour. If the employee is down staffed after beginning work, the employee will be provided a minimum of two (2) hours' pay or work. Management will approve the employee to be down staffed.

Section 6 – No employee shall be down staffed after working 50% of their shift.

Section 7 – No employee shall be downstaffed more than twenty-four (24) hours in a four (4) week work schedule period unless the employee volunteers.

Section 8 – Call option for downstaffed ICU nurses:

1. If the census falls in ICU and patient care needs does not warrant the full complement of scheduled staff, the Employer may offer a scheduled nurse, who would otherwise be downstaffed, to be on-call instead of working his/her shift.
2. The on-call pay and terms will be in accordance to the terms outlined in Article 20, Section 3.
3. If called in, s/he will work the remainder of the shift.
4. Such call will be voluntary.

ARTICLE 23. TEMPORARY OR PERMANENT CLOSURE OF UNIT/DEPARTMENT

Section 1 - If a unit or department closes temporarily or experiences a sustained and significant decline in patient census or activity (e.g. of 75% or more for a period of fourteen (14) or more days), it may be deemed in the Hospital's sole discretion a temporary full or partial closure. In the event there are more employees assigned to the unit than needed, the Hospital shall temporarily reassign employees to work available positions on other units and departments first within their division within their nursing skill area or competency starting with the least senior employee. If there are not sufficient positions within the Division, the Hospital shall temporarily reassign employees to work on available positions on other units and departments outside their division within their nursing skill area or competency starting with the least senior employee. In reassigning nurses to other units, regular staff shall have preference based on seniority. In addition, regular staff shall have preference over agency, scheduled overtime and per diem nurses.

Section 2 - In addition to the above, at the employee's option only, the employee may: (1) utilize accruals, or (2) take time off without pay.

Section 3 - If the closure is expected to be permanent or there are an insufficient number of vacant positions and the closure is expected to last more than 90 days, the Employer shall comply with the layoff provisions of the Seniority Article and employees shall have bumping rights.

ARTICLE 24. SENIORITY

Section 1 - Definition

a. Hospital seniority shall be defined as the length of an employee's continuous service with Christ Hospital. The employee with the most continuous service shall have the greatest seniority and the employee with the least continuous service shall have the least seniority. Seniority shall be computed in years, months and days from the date of last hire.

b. Bargaining unit seniority is defined as the length of continuous service with Christ Hospital as an RN.

c. In the event that two employees have an equal amount of hospital seniority, the employee with the greater bargaining unit seniority shall be deemed most senior.

d. Union officers and representatives will receive super seniority with respect to any layoffs, reductions in force and/or job changes to the extent permitted by the National Labor Relations Act.

Section 2 - Accrual

a. An employee's seniority shall commence after the completion of his/her probationary period and shall be retroactive to the date of his/her last hire.

b. Seniority shall accrue during a continuous authorized paid leave of absence (up to a maximum of twenty-six weeks) and up to twelve (12) weeks of leave without pay and during a period of continuous layoff up to a maximum of twenty-six (26) weeks.

Section 3 - Termination and Loss of Seniority

a. An employee shall lose his/her seniority status and his/her employment when he/she:

- (1) voluntarily quits, resigns or terminates;
- (2) retires;
- (3) is discharged for just cause;
- (4) fails to report to work within three (3) days at the expiration of a leave of absence without giving a reason that is satisfactory for such failure to report to work;
- (5) is laid off for a period of up to twelve (12) consecutive months, but in no event longer than the time he/she has been employed by the Employer;
- (6) fails to respond within seven (7) calendar days from recall from a layoff, after written notice has been sent by the Employer by U.S. Mail (return receipt requested) to the employee at the employee's last address furnished to the Employer by the employee, unless there is a valid reason for the failure to respond;
- (7) is absent from work for three (3) consecutive working days without notifying the Employer, unless the employee can provide a reason for the inability to provide notice that is satisfactory to the Employer.

Section 4 - Application

Hospital seniority shall apply in all cases where seniority is a factor in making employment decisions, including layoff and recall decisions, the selection of paid time off, transfers, temporary transfers, reassignments, and shift and schedule changes and wherever seniority is a factor in determining the eligibility or computation of benefits, with exception of insured and pension benefit plans in which the terms of the plans prevail.

Section 5 - Layoff

a. **Notice:** In the event the Employer decides it is necessary to eliminate a position or to permanently reduce the number of employees within a Division (or a unit within a Division), job classification, shift, or category of employment, the Employer will provide the Union and the affected employees with thirty (30) calendar days' notice of the anticipated duration and reasons for the layoff, except in cases of unplanned layoff.

An unplanned layoff shall be defined as circumstances that render the Hospital unable to operate in whole or in part and of which the Hospital does not have advance notice, such as fire, flood, explosion, equipment failure, terrorist attack, war, act of God or other disaster.

b. At the request of the Union, the Hospital will meet with the Union to discuss the layoff and/or reduction in hours and it will discuss any alternatives suggested by the Union. However, such meeting shall not delay or undermine the Hospital's right to layoff. Such meeting will not delay the layoff provided the Hospital offers at least one meeting date at a reasonable time during the first week of the 30 day period. If the Hospital delays the offer or scheduling of the meeting, the layoff shall be delayed by an equivalent period of time.

c. **Layoff Procedure:** In the event a layoff is necessary, the following procedures shall be applied to an affected employee in order of Hospital seniority:

- (1) The Hospital will first seek volunteers in the affected area (i.e., Division (or a unit within a Division), job classification, shift, or category of employment) and may offer incentive packages.¹
- (2) If there are no volunteers, or there is an insufficient number of volunteers, the Employer will layoff temporary and probationary employees within the affected area.
- (3) If further reductions are needed, non-probationary employees in the affected area shall be the next to be laid off in the inverse order of Hospital seniority.
- (4) Of those designated for layoff, the employee with the most Hospital seniority will be offered a choice of any vacant position provided that the employee is currently qualified with a normal amount of orientation. This continues through each affected employee in seniority order. For the purpose of this Article, normal orientation to the unit and its procedures shall mean orientation to the policies, procedure, routine, and physical layout of the unit, not to exceed thirty days. It shall not mean training with respect to the minimum skills and abilities required to competently and efficiently perform the essential duties of the position. For example, it shall not include specialized skill training such as that needed in the Operating Room or Dialysis or Labor and Delivery.
- (5) If there are vacant comparable positions (substantially the same shift, number of hours, and rate of pay) the affected employee shall have the option of accepting the comparable position, being placed in layoff status, or exercising her/his bumping rights in

¹ See listing of Divisions.

accordance with 5.d. If an employee chooses not to bump into another Division, the employee may take layoff.

- (6) A laid off employee is eligible to work as a per diem.

d. **Bumping Rights:** If the employee does not elect to accept a comparable vacant bargaining unit position as defined in 5.c.(5), the employee may take the layoff or may exercise a one-time bumping right simultaneous with the layoff according to the following procedures:

- (1) A full-time employee will be given the choice of bumping from a list of positions occupied by the least senior full-time employees in the same division on the employee's shift provided she/he is qualified to perform the job. An employee shall be deemed qualified if the employee would not require more than thirty (30) days orientation for the position in question. Notwithstanding this, employees with fifteen (15) or more years of seniority will be provided orientation and/or training of ninety (90) days if needed to facilitate their placement, excluding specialty areas, including Maternal Child Health, OR, and Cath Lab/Special Procedures. In the event such training is provided, an employee is required to serve in the position for which the employee was trained for a minimum of one year. At the time the employee bumps into another division, they shall give up recall and bumping rights with respect to that layoff. In the event there is another layoff that affects that employee in their new unit, they shall have all rights contained in section 5(c) of this Article.
- (2) If there is no position to which the full-time employee may bump in the same Division, FTE status and shift, the employee may take the layoff or, in order to retain their employment, he/she may:
 - (a) bump the least senior employee in the same Division with (i) a lower FTE status, (ii) a different shift or (iii) both a lower FTE status and different shift, provided he/she is qualified to perform the duties of the position at the required level with a normal orientation to the unit and its procedures; or
 - (b) bump the least senior employee in another Division with the same FTE status and shift, provided he/she is qualified to perform the duties of the position at the required level with a normal orientation to the unit and its procedures.

Where the least senior position requires a change in FTE status or shift, pay or other conditions, the employee must be willing to accept those conditions.

- (3) A part-time employee (not Per Diem) may bump only the least senior part-time employee (not Per Diem) with the same or a lesser FTE status in the same Division and shift, provided he/she is qualified to perform the duties of the position at the required level with normal orientation to the unit and its procedures.
- (4) If the part-time employee (not Per Diem) is not able to retain his or her same shift and FTE status by exercising his or her rights in paragraph 3 above, he or she may bump the least senior employee with the same or lesser FTE status in another division provided he/she is qualified to perform the duties of the position at the required level with a

normal orientation to the unit and its procedures. If the employee chooses not to bump the least senior person as provided above, the employee will be deemed to have waived his/her bumping rights and will be placed in layoff status.

e. Notice:

- (1) Each affected employee will have twenty-hour (24) hours from the date of notification of layoff and bumping options in which to advise the Hospital whether or not they intend to bump. The Employer will meet with each affected employee, if feasible, by seniority, to discuss their options. A Union Representative will be present. If such a meeting is not feasible the Employer will contact the employee by other means, including by phone and email, and will include a Union representative in the discussion. Once the employee makes a choice regarding their status, a written confirmation of the choice of status shall be signed by the employee. The Employer will provide the bump list and any other information on the employee's options to the employee and the Union. In every case, the employee bumping must have greater seniority than the person being bumped. The employee who is bumped also has bumping rights pursuant to this Article.
- (2) The Hospital shall send notice of the layoff to the affected employee either by personal delivery in the Hospital or by certified and regular mail to the address provided by the employee. It shall be the responsibility of the employee to provide an address at which the employee can be reached in a timely fashion of the sending of the notice by the Hospital.
- (3) The notice period will be extended for up to two weeks or the length of the trip, whichever is less, for employees traveling outside of the country at the time the layoff was announced.

f. In the case of a reduction of hours in a department/unit, shift and FTE status, the Hospital will first seek volunteers, then

- (1) The least senior employee in the affected department/unit, shift and FTE status will have his/her hours reduced.
- (2) If the employee does not wish to take a reduction in hours, s/he will be offered a choice of accepting any vacant position provided that the employee is qualified to perform the duties of the position at the required level with normal orientation to the unit and its procedures. (This continues through each affected employee in seniority order.)
- (3) If there are no vacant comparable positions, the affected employee may bump the least senior employee on his/her shift in a different department/unit or on a different shift in his/her department/unit. The affected employee may only bump into a position whose hours are less than or equal to the regularly scheduled hours of the position of the bumping employee.
- (4) An employee, who chooses not to 1) bump, 2) accept the vacant comparable position, or 3) accept a reduction of hours, will be placed in a layoff status.

Section 6 - Recall

a. Whenever a vacancy occurs in the bargaining unit, employees who are on layoff shall be recalled in the reverse order in which they were laid off, according to the following procedures:

- (1) Laid off employees will be given the opportunity for recall to any vacant bargaining unit position provided the employee has the skills, education and ability to perform in the position at the required level with a normal orientation to the unit and its procedures. If the Employer would otherwise hire a new employee or use a non-bargaining unit employee to fill the vacancy, the employee would be recalled if he/she is able to perform as the same level as a new hire or non-bargaining unit person. If the employee is recalled to a comparable position (but not their former position), the employee shall have the option of returning to their former position if it becomes available within six months of the employee assuming the comparable position.
- (2) Probationary and temporary employees shall be the first to be laid off and shall not have any recall rights.
- (3) It shall be the responsibility of the employee to provide an address at which the employee can be reached.
- (4) A laid off employee must respond to the notice of recall within seven (7) days.

b. If a laid off employee declines recall to a vacant position with substantially the same FTE status, shift and pay in the same unit (or another unit within the same division) for which the employee has the skills, education and ability as described above, the employee shall not have any further recall rights and he/she shall lose all seniority under this Agreement.

c. If a vacancy occurs in the bargaining unit and no qualified employee has recall rights, the position shall be posted pursuant to Section 7.

d. A part-time employee on layoff shall have recall rights to a full-time position only if he/she is willing to work the required full-time schedule of hours.

Section 7-- The Hospital shall maintain a seniority list showing the names of employees, their dates of hire, classifications and departments and shall keep such list current. The Hospital shall provide a copy of said list to the Union every three (3) months.

DIVISIONS and UNITS

DIVISION	UNIT
Case Management	Case Management
Perioperative Services	Operating Room, PAU (Recovery Room, SDU, ENDO, PAT)

Maternal Child Health	Labor & Delivery, Mother/Baby, Nursery, Pediatrics, OB/ED
Critical Care	Intensive Care Unit (ICU), Special Procedures Unit
Psychiatry	Psychiatric and Detox
Medical-Surgical	3 Tower, 5 South, 6 Tower, Subacute (TCU), Infusion Center, Cardiac Rehab
Dialysis	Dialysis
Emergency Services	ED and Clinic

ARTICLE 25. JOB POSTING

Section 1 - In the event the Employer decides to fill a bargaining unit position or create and fill a new bargaining unit position with a regular employee, it shall post a notice of the position on the internet, on the bulletin board outside the cafeteria and all other bulletin boards ordinarily used for official notices to bargaining unit employees for a period of not less than seven (7) working days (i.e., excluding weekends and holidays) before the position is filled. The notice shall include the classification, the FTE status and the minimum qualifications for the position. The minimum qualifications shall be the required skills, certification, education, and experience necessary to perform in the job at the required level with a normal orientation to the unit and its procedures. If the Hospital intends to fill a position, it will post the position as soon as the vacancy is anticipated.

Section 2 - To be eligible for consideration, employees must complete a bid slip and submit it to the site Human Resources Office during the posting period. The Employer will interview qualified applicants in a timely manner. The Employer will notify all internal applicants regarding the status of their application within a reasonable time (no more than 3 weeks) following the completion of the interview process. If a decision is not made by such time, the Hospital will notify internal applicants of the status of their applications no less than every three weeks thereafter.

Section 3 - The Employer shall give first consideration and preference to all qualified non-probationary bargaining unit employees applying for the position before considering other persons. In considering an applicant's qualifications, the Employer may consider the employee's work record. In addition, the Employer reserves the right to reject any applicant with less than six (6) months' service in his/her current position. If no qualified employee bids on a vacancy by the end of the posting period, the Employer may fill the position with a qualified outside candidate.

Section 4 - The Employer shall grant the position to the applicant with the superior qualifications, ability and experience. In the event the qualifications, ability and experience of two (2) or more applicants are equal, the Employer shall grant the position to the employee with the greatest Hospital seniority. Experience will be a factor in so far as such experience is directly related to the

job and is significantly greater for one candidate over another. Disputes under this provision shall be subject to the grievance and arbitration provision of the Agreement only if the question involves an arbitrary decision of the Employer. The employee selected shall be transferred to the new position within forty-five (45) calendar days of the date on which the candidate accepted the position unless the transfer causes an undue hardship for the unit losing the employee. In such cases the Union will not unreasonably withhold approval of a thirty (30) day extension.

Section 5 - In the event a position remains unfilled for sixty (60) days or more because no bargaining unit or other applicant has demonstrated the qualifications, experience and ability for the position, the Employer may elect to provide an unqualified bargaining unit employee with the opportunity to participate in on the job training or formalized education, provided that: a) the Employer and the employee agree on a schedule that meets the needs of the department and the employee; b) normal orientation to the unit will be insufficient to prepare the employee to perform at the required level; and c) in the Employer's discretion, there is a reasonable likelihood that the employee will be able to qualify for the position at the conclusion of the training and/or education.

Section 6 – **Trial Period.** The successful applicant for the position, if a bargaining unit position, must perform the job to the satisfaction of the Employer within sixty (60) calendar days (ninety (90) calendar days for a specialty unit) after the position has been filled. Upon written notice to the employee and with approval of the Union, which will not be unreasonably withheld, the Employer may expand the trial period up to an additional thirty (30) days. Should the employee fail to perform the new job to the satisfaction of the Employer, the employee shall be returned to the employee's former position, if available, or to a comparable position. If the successful applicant decides not to remain in the position within a thirty (30) day period (forty-five (45) days for specialty units), he/she will be returned to his/her former position, if the position is still available. The position shall not be deemed available if the Employer has formally eliminated the position or another employee has received notification from the Employer of a successful bid for the position and is scheduled to fill the position within the forty five (45) day period, or an outside candidate has received a job offer for the position which has been documented and the Employer has confirmed and documented the candidate's acceptance of the job prior to the successful applicant's request to return. In the event the position is not available, the employee will be offered any available vacant position for which he/she is qualified. However, this shall not circumvent the job bidding procedure. The trial period shall only apply to a position that involves a change in unit or department and not to a change in shift or assignment. Further, if an employee fails their trial period and returns to their previous position, he/she shall not have a trial period for their previous position.

Section 7 – **Shift Change.** Where a vacancy as defined herein becomes available on a particular unit, classification, shift, and category of employment (i.e., full-time or part-time), such vacancy shall be posted on the unit. Where a non-probationary employee in that unit, classification and category of employment desires a change to that shift, he/she shall be placed in that position. In the event more than one such employee requests the change, hospital seniority shall prevail. If there are no successful applicants for the position on the unit, the vacancy shall be posted in accordance with Section 1, above.

Section 8 - No employee shall be entitled to bid for a job for a period of nine (9) months in specialty areas and 6 months in other areas after he/she has successfully bid for or been granted a transfer unless, in those cases where there is only one bidder, the employee obtains prior permission from the Employer to bid.

Section 9 - A running list of unfilled, vacant positions will be posted until filled. This list shall contain the job title, unit, classification, shift, and whether there are weekend and on-call requirements and should clearly state that whether it is a bargaining unit job. The Hospital shall send a copy of all job postings, including date of the posting, job requirements, and job descriptions to the union on a monthly basis. If the Union has a question concerning the Employer's decision to award a particular position, the Union may request and the employer must provide a list of all employees who have applied for the job. Such requests shall not be a matter of routine unless reasonably necessary.

Section 10 – The Employer will be required to create and post positions on units when the need is established through the regular use of overtime or per diem hours beyond their regular schedule, excluding hours covering leaves of absence. Regular use shall be defined as the actual hours worked or equivalent cost of time equal to a full-time, half-time or part-time position over three (3) months with up to a three (3) month extension with consent of the Union which shall not be unreasonably withheld.

ARTICLE 26. SAFETY AND HEALTH

A. Employer Obligation:

Section 1 – The Employer will observe and comply with all local, state, and federal health and safety laws and regulations, and will provide and maintain a safe and healthy workplace, free of recognized hazards.

Section 2- Outside of dangers inherent to health care delivery, no employee shall be expected to perform work that is dangerous to his or her personal safety and health.

Section 3 – The Employer shall provide equipment that is designed to protect the employee from exposure to illness or injury.

Section 4 – In compliance with the Needle Stick Safety and Prevention Act, the Employer shall continue to maintain a safety device committee and will include bargaining unit employees on the committee.

Section 5 – If an employee receives initial treatment at Christ Hospital for a work-related illness or injury, the employee will not be charged for the examination, testing or treatment.

Section 6 – Affected employees shall receive appropriate in-service training on new safety equipment, devices and materials.

B. Joint Health and Safety Committee:

Section 1 – During the term of this Agreement, there shall be a Joint Health and Safety Committee composed of four (4) representatives designated by the Union and four (4) representatives designated by the Employer. Union designated representatives shall be members of the bargaining unit. The Vice President for Human Resources and a union business representative (not a member of the bargaining unit) shall be ex officio members of the Committee.

Section 2 – The Employer shall permit each of the four (4) bargaining unit members of the committee to attend committee meetings during their regularly scheduled hours, provided the Hospital determines that patient care is not adversely impacted. Employees who attend meetings on work time will be paid for up to one hour of straight time which will not be considered as “time worked” for overtime or other purposes. The meetings shall be held quarterly unless the parties mutually agree to more frequent meetings. Meetings shall be one hour unless otherwise mutually agreed to a longer period, in advance of the scheduled meeting.

Section 3 – Committee meetings will be co-chaired by a Union and Employer representative who will have the shared responsibility of preparing an outline of issues for discussion, to be distributed to all committee members one week prior to the scheduled meeting.

Section 4 – The committee will address issues related to making recommendations on matters such as training, education, equipment and programs to the Vice President for Human Resources and the Vice President for Patient Care Services as they affect bargaining unit members. Issues to be addressed shall include but not be limited to the following areas:

- (1) Safe Patient Handling
- (2) Workplace Violence Prevention
- (3) Employee Safety

C. Emergency Management Operations

Upon activation of the Emergency Incident Command Center, all employees are expected to perform those tasks assigned to them. Employees may not necessarily be assigned to their regular duties. Employees will be asked to perform various jobs, which will be considered vital to an effective emergency operation. Department Managers will determine the number of employees available and excess employees to perform additional duties based on direction from the Emergency Incident Command Center.

Employees will be required to participate in emergency management drills and perform those duties in which they have received training.

D. Influenza Vaccinations

As a patient safety initiative, influenza vaccinations are a condition of employment for all Hospital employees, regardless of job function, including clinical and nonclinical staff, contracted clinical

personnel, and volunteers. All employees will comply by either obtaining the influenza vaccine or officially declining the vaccine and wearing a mask for the duration of the influenza season (October – April) when in contact with any patients. Failure to comply will result in being placed on administrative suspension.

When there are medical and/or physiological reasons why an employee cannot wear a mask, the Hospital will consider these circumstances on an individual basis. Thus, the Hospital will reasonably accommodate employees who are unable to wear a mask due to such medical and/or physiological reasons.

ARTICLE 27. LABOR-MANAGEMENT COMMITTEE

Section 1 - In order to promote labor-management relations, the parties agree to establish a joint labor-management committee comprised of three (3) representatives designated by the Hospital and three (3) representatives designated by the Union. Union designated representatives shall be members of the bargaining unit. The committee shall meet to discuss and resolve issues that arise during the course of the contract term. The committee will not circumvent the grievance procedure or modify the terms of the contract. The Director of Human Resources and a union business representative (not a member of the bargaining unit) shall be ex officio members of the Committee.

Section 2 - Except for the priority summer vacation period, the committee shall meet on a bi-monthly (every other month) basis, unless urgent matters require more frequent meetings.

Section 3 – The Employer shall pay each of the three bargaining unit members of the committee up to two hours straight-time pay for each labor management meeting.

ARTICLE 28. STAFFING COMMITTEE

Section 1—The Hospital and the Union agree that quality patient care is of the utmost importance and must be ensured for the benefit of the patient, the staff and the Hospital.

Section 2—The Hospital will abide by the staffing guidelines promulgated by the New Jersey Department of Health and Senior Services and will consider professional guidelines developed by recognized Specialty Nursing Organizations (e.g., Emergency Nurses Association, Association of Women’s Health, Obstetrical and Neonatal Nurses, etc.).

Section 3—During the term of this Agreement, the parties shall maintain a Staffing Committee (Committee) made up of three (3) representatives designated by the Hospital and three (3) representatives designated by the Union. Union designated representatives shall be members of the bargaining unit. The Vice President of Patient Care Services and a union business representative (not a member of the bargaining unit) shall be ex officio members of the Committee.

Section 4—The Hospital shall permit each of the three (3) bargaining unit members of the Committee to attend Committee meetings during their regularly scheduled hours provided the Hospital determines that patient care is not adversely impacted. The meetings shall be held every two months unless the parties mutually agree to more frequent meetings. The meetings shall be one hour unless the parties mutually agree to a longer period of time. The Hospital shall pay each of the

three (3) bargaining unit members of the Committee up to two hours of straight-time pay for each Committee meeting.

Section 5—Appendix B (Minimum Staffing – RN Patient Ratios) lists staffing levels for certain nursing units effective July 1, 2018.

Section 6—The Committee referred to in Section 3 shall review staffing requirements in other nursing units and make recommendations for staffing levels in such units to the Vice President Patient Care Services. Such recommendations shall be of an advisory nature only and not subject to the grievance and arbitration procedures. In developing staffing standards the Hospital and the Committee shall consider, among other things, the following:

- a) skills, training and competence of staff;
- b) patient data such as case mix index, length of stay, acuity and care needs of patient;
- c) unit specific information such as admissions, discharges, and visits.

It is also recognized that these facts are all dynamic and their input by the unit staff is valuable in determining staffing needs.

Section 7 –

Staffing levels and patient census shall be determined within one hour of the beginning of each shift (e.g., eight hour shifts begin at 7:00 a.m., 3:00 p.m. and 11:00 p.m.; 12 hour shifts at 7:00 a.m. and 7:00 p.m.). Patients with a bed assignment during change of shifts shall be counted in the unit census during the above times for the purpose of determining staffing ratios.

Assistant nurse managers and charge nurses who assume charge responsibilities shall not have patient assignments on the following units and times and, therefore, will be excluded from the patient ratios, Monday to Friday, excluding weekends and holidays:

- 3 Tower 7 a.m. – 11 p.m.
- 5 South 7 a.m. – 11 p.m. * when the census reaches 19 or more patients, the Charge RN shall not have a patient assignment.
- 6 Tower 7 a.m. – 11 p.m.
- MCH 7 a.m. – 7 p.m.

Charge nurses in the ICU who assume charge responsibilities shall not have patient assignments on all shifts, including weekends and holidays.

Section 8 - If an employee is floated from a unit after working there for one hour, the census will be recounted on that unit and the staffing ratios recalculated at the time the employee is floated, to determine whether the staffing ratios are being met.

Section 9 - Upon request by either party, which request will not be unreasonably denied, there shall be a quarterly meeting of the Vice President for Patient Care Services and two (2) nurses from the ED, chosen by the union, to discuss ED staffing.

Section 10 - The Staffing Committee will address staffing issues in the bargaining unit, and will, among other things:

- (1) Make recommendations to the Hospital on all levels of professional nursing and ancillary staff and skill mixes on the nursing units and departments.
- (2) Review and discuss patient acuity
- (3) Review patient satisfaction information and recommendations to improve patient satisfaction and hospital functioning.
- (4) Review unit-specific staffing issues that enhance or interfere with the appropriate delivery of quality patient care.
- (5) Review current staffing criteria and recommend adjustments to staffing matrix guidelines, where appropriate. The recommendations may include, but not be limited to, restructuring of staffing matrices, unit support, patient staff ratios, and professional education.
- (6) Review staff orientation programs on a regular basis and recommend modifications or enhancements. Part of this review shall include a periodic review of the preceptor program.
- (7) Review and discuss the level of call-outs and their effect on unit workload.
- (8) Review and discuss productivity issues and their interaction with staffing issues.
- (9) Review and discuss recruitment and retention information, agency utilization and RN overtime use.

Section 11 - The Hospital will provide to the Union, upon written request, relevant information pertaining to staffing issues.

Section 12 - Minutes of Staffing Committee meetings shall be maintained. The members of the Staffing Committee shall agree upon a rotation of agenda planning and recording of minutes.

Section 13 - The Staffing Committee will make recommendation to the Vice President of Patient Care Services in writing. The Vice President of Patient Care shall respond in writing to such recommendations with a rationale for the decision. This response shall be provided within thirty (30) calendar days after the receipt of the recommendations and a copy will be sent to the President of the Union.

The Vice President of Patient Care Services shall not be obligated to accept all or part of any recommendations from the Staffing Committee. No action by the Staffing Committee, including but not limited to its recommendations or the acceptance or rejection of the recommendations, shall amend the Agreement, nor shall any of the foregoing be subject to the grievance and arbitration

provisions of the contract. However, the Union reserves the right to grieve and arbitrate a violation of the process.

ARTICLE 29. LEAVE OF ABSENCE

For purposes of this Article, there shall be paid leaves of absence and unpaid leaves of absence. This article does not cover single day absences from work unless it constitutes intermittent leave under the FMLA section.

PAID LEAVE:

Paid leaves of absence are those in which the Employer pays at least for a portion of their lost time. Paid leaves of absences may include medical leave, jury duty, bereavement, and any leave that accrued paid time off (e.g., vacation) is used or is required to be used by the employee.

UNPAID LEAVE:

Unpaid leaves of absence may include personal leave, military leave, Education leave, statutory family/medical leave, and medical leave. Subject to the provisions of this Article, employees may apply certain paid time off benefits to cover lost time due to unpaid leaves of absence.

TYPES OF UNPAID LEAVES

A. PERSONAL LEAVES

Section 1 - Eligible employees with at least one (1) continuous year of service who have worked at least 1,000 hours in the preceding 12-month period will not be unreasonably denied up to four (4) weeks of unpaid leave each year for personal reasons.

Section 2 - Requests for a personal leave of absence must be submitted on the Employer's standard request form to the employee's supervisor thirty (30) days in advance of the effective date of the leave requested, unless circumstances make such an advance request impossible. In such case, the employee shall submit his/her request as soon as practicable (within 7 days of learning of the need for leave) to the employee's supervisor and the Human Resources Department.

Section 3 - The Employer retains the discretion to grant or deny leave requests for staffing and other legitimate reasons.

Section 4 - Employees must use accrued vacation and holidays concurrent with their personal leave. However, an employee may retain 50% of the employee's annual vacation allotment. The amount of such time shall be paid out in the regular pay cycle until the time has been paid.

Section 5 - Seniority shall accrue during a personal leave of absence. Wages and benefits will not be paid or accrued during personal leaves.

Section 6 - Misrepresentation of the reason for a leave shall be cause for discipline up to and including termination. An employee on a personal leave may not work for another employer during

any period of the leave, unless the employee performed the same services for the other employer prior to the beginning of the leave.

Section 7 - Employees shall have the right to continue their health insurance at their own expense in accordance with the provisions of the Consolidated Omnibus Budget Reconciliation Act ("COBRA").

Section 8 - The employee shall confirm his/her return date to work in writing at least fourteen (14) days prior to returning to work.

Section 9 - When an employee returns from a personal leave within 4 weeks, he/she shall be reinstated to his/her former position.

B. EDUCATIONAL LEAVES

Section 1 - Eligible employees with at least one (1) continuous year of service who have worked at least 1,000 hours in the preceding 12-month period shall not be unreasonably denied up to six (6) months of unpaid leave for educational reasons, if the courses to be studied are pertinent to the employee's area of clinical assignment or would otherwise be beneficial to the Hospital.

Section 2 - Requests for an educational leave of absence must be submitted on the Employer's standard request form to the Human Resources Department as soon as possible, and in no event later than thirty (30) days in advance of the effective date of the leave requested. The request should include a detailed description of the courses to be studied.

Section 3 - The Employer retains the discretion to grant or deny leave requests for staffing and other legitimate reasons.

Section 4 - Seniority shall accrue during the first 12 weeks of an educational leave of absence. Thereafter, seniority shall not accrue. Wages and benefits will not be paid or accrued.

Section 5 - Employees must use any accrued vacation and holidays concurrent with their educational leave. However, an employee may retain 50% of the employee's annual vacation allotment. The amount of such time shall be paid out in the regular pay cycle until the time has been paid.

Section 6 - Misrepresentation of the reason for a leave shall be cause for discipline up to and including termination. An employee on an educational leave of absence may not work for another employer during any period of the leave, unless the employee performed the same services for the other employer prior to the beginning of the leave.

Section 7 - Employees shall have the right to continue their health insurance at their own expense in accordance with the provisions of the Consolidated Omnibus Budget Reconciliation Act ("COBRA").

Section 8 - The employee shall confirm his/her return date to work in writing at least fourteen (14) days prior to returning to work.

Section 9 - When an employee returns from an educational leave within 4 weeks, he/she shall be reinstated to his/her former position. When the educational leave is longer than 4 weeks the employee shall be reinstated to his/her former position if available, or a substantially equivalent position. If there are no such positions available, the employee may accept any vacant position for which he/she is qualified.

C. MILITARY LEAVE

Section 1 - **Active Call to Armed Forces**: Employees may take up to five (5) years of leave, consistent with applicable law, in order to complete a tour of active duty. Orders to report for active duty should be presented to the Hospital as soon as the employee receives them. The terms of the leave, the continuation of medical benefits during the leave, and eligibility for reinstatement shall be governed by applicable law.

Section 2 - **Annual Reserve Training**: An employee will be granted a leave of up to fifteen (15) days per year to attend annual reserve training in the U.S. Armed Forces or with a Reserve component thereof. During such leave the Hospital will pay the difference between the military stipend and regular pay that would have been earned had the employee been working, including overtime and shift differentials, if applicable.

Section 3 - The employee shall confirm his/her return date to work in writing at least fourteen (14) days prior to returning to work.

D. FAMILY AND MEDICAL LEAVE ACT (FMLA) AND NEW JERSEY FAMILY LEAVE ACT:

Section 1 - Employees may be eligible for family and medical leave under the Federal Family and Medical Leave Act (FMLA), the New Jersey Family Leave Act, or both.

Section 2 – Employees shall be able to supplement disability payments with accrued sick pay.

Section 3 - Eligible employees may receive up to twelve (12) weeks of leave per year (FMLA) and/or twelve (12) weeks every twenty-four (24) months (New Jersey) for the reasons described below. The employee's entitlement to leave will be governed by the applicable law(s). Leaves for reasons covered under both the Federal FMLA and the New Jersey Family Leave Act will run concurrently to the extent permitted by law. The Employer will calculate the 12-month period and the 24-month period on a rolling basis. Thus, when a leave is requested, the Employer will look back in the relevant time period to determine the amount of available leave as of the date the leave is to begin.

Section 4 - To be eligible for such leave, employees must have twelve (12) months of service with the Employer and have worked at least 1,000 hours for New Jersey Leave or 1,250 hours for Federal Leave during the previous twelve (12) months.

Leave may be taken for one of the reasons permitted under Federal and/or New Jersey Family and Medical Leave laws, such as:

- (a) To care for a child after birth or placement for adoption;

- (b) To care for a newly placed foster child (Federal only);
- (c) To care for a son, daughter, spouse, or parent (parent-in-law, New Jersey only) who has been diagnosed with a "serious health condition;" or
- (d) Due to the employee's own "serious health condition" whether such condition is job related or non-job related (Federal only).
- (e) For incapacity due to pregnancy, prenatal care or child birth (Federal only).

Section 5 - Requests for a leave of absence under this Article must be submitted on the Employer's standard request form to the employee's supervisor and Human Resources thirty (30) days in advance of the effective date of the leave requested, unless circumstances make such an advance request impossible. In such case, the employee shall submit his/her request as soon as practicable (within 7 days of learning of the need for leave) to the employee's supervisor and the Human Resources Department.

Section 6 - As a condition to taking the leaves specified in Section 3, paragraphs (c) and (d), an employee must submit proof of medical necessity on the specified form. In the event the Employer questions the medical certification for a leave for an employee's own "serious health condition," the Employer, at its own expense, may require that the individual be examined by a physician of its own choice. If there is a disagreement between the first and second medical opinions, the individual shall be subject to a medical examination by a third, mutually agreed upon physician at the employer's expense.

Section 7 - During the course of a leave for one's own serious medical condition, the employee should inform the Employer's Employee Health Services Department, supervisor and Human Resources at least once a month to review his/her status and expected date of return. During the course of a leave for all other reasons, the employee should inform the employee's supervisor and Human Resources at least once a month to review his/her status and expected date of return.

Section 8 - Prior to returning from a medical leave of absence due to the employee's own serious medical condition, the employee shall be required to provide a certification of fitness for duty from his/her personal physician.

Section 9 - During the first twelve (12) weeks of a leave of absence under this Article, employees shall be entitled to receive health insurance benefits on the same terms as preceding the leave.

Section 10 - Where the need is appropriately documented, qualified employees as described in this section may be entitled to intermittent or reduced schedule leaves in the case of medical leaves as described in Sections 3(c) and 3(d) to the extent permitted by law. When the request for intermittent leave is foreseeable and is based upon planned medical treatments, the employer may temporarily transfer the employee to an alternate available position when such leave affects the normal operation of the unit and the alternate position better accommodates the recurring leave than the employee's current position. Such position shall provide equivalent pay and benefits. The intermittent or reduced schedule leave shall be a part of and not in addition to the leave provided in Section 3.

Section 11 - The terms of leaves under this Article shall be subject to the rules and regulations issued pursuant to the Family and Medical Leave Act of 1993 and to the applicable rules and regulations of the New Jersey Family Leave Act.

Section 12 - The following definitions are applicable:

- (a) “Son or daughter” -- a biological, adopted or foster child, stepchild, legal ward or child of a person standing in "loco parentis."
- (b) “Parent” – a biological, adoptive, foster or a person standing in “loco parentis” for a child (parent-in-law, New Jersey only).
- (c) “Serious health condition” -- an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee’s job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Section 13 - Seniority shall continue to accrue during leaves of absence under this Article, but wages and benefits other than indicated herein will not be paid or accrued except as specifically provided under New Jersey state law, Federal law, other provisions of the Agreement or current Employer benefit plans.

Section 14 - Misrepresentation of the reason for a leave shall be cause for discipline up to and including termination. An employee on a leave under this Article may not work for another employer during any period of the leave, unless the employee performed the same services for the other employer prior to the beginning of the leave.

Section 15 - An employee on a medical leave as provided in Section 3(d) must utilize all accrued sick days concurrently with their leave before utilizing accrued vacation and holidays. An employee on leave of absence for any reason under this Article must utilize accrued vacation and holidays (in that order) concurrently with their leave. However, an employee may retain 50% of the employee’s annual vacation allotment. The amount of such time shall be paid out in the regular pay cycle until the time has been paid. The use of paid time during the leave period shall not increase the amount of leave to which an employee is entitled. Such paid days shall not diminish the employee's entitlement, if any, to workers' compensation but shall supplement any such benefits up to the employee’s normal pay.

Section 16 - An employee returning to work at the conclusion of a leave of absence under this Article shall be returned to the same job classification, shift, hourly status, and former unit, provided the unit on which the employee worked is still in operation and the employee's position has not been eliminated through reduction in force.

E. MEDICAL LEAVES NOT COVERED BY THE FMLA OR NEW JERSEY FAMILY LEAVE ACT

Section 1 - Eligible employees who do not qualify for leave under the Family and Medical Leave Act (FMLA) or the New Jersey Family Leave Act shall be eligible for an unpaid medical leave due to their own serious health condition for up to 14 weeks per year.

Section 2 - Eligible employees whose leave under the Family and Medical Leave Act (FMLA) or the New Jersey Family Leave Act has been exhausted shall be eligible for an additional 14 weeks of unpaid medical leave per year due to their own serious health condition. If an employee requires medical leave beyond this period, upon written request to Human Resources, the Hospital will evaluate the request for leave in accordance with federal and state law.

Section 3 - To be eligible for a non-FMLA medical leave, employees must have at least six (6) months of service with the Employer and have worked at least 500 hours during the previous six (6) months.

Section 4 - Requests for a non-FMLA medical leave of absence must be submitted on the Employer's standard request form to the employee's supervisor thirty (30) days in advance of the effective date of the leave requested, unless circumstances make such an advance request impossible. In such case, the employee shall submit his/her request as soon as practicable (within 7 days of learning of the need for leave) to the Human Resources Department. The employee also must submit proof of the existence or continuation of his or her serious health condition.

Section 5 – Medical leaves of absence shall be unpaid except to the extent payment is specifically provided by statute or accrued paid time off benefits such as sick days apply. The employee may choose to use his/her accrued sick days separately or in conjunction with statutory benefits. In such case, only that amount of accruals needed to supplement an employee's full salary while on disability will be charged from the employee's accrual.

Section 6 – Seniority shall accrue during the first 12 weeks of a medical leave of absence. Thereafter, seniority shall not accrue. Wages and benefits will not be paid or accrued except as provided by law.

Section 7 - Misrepresentation of the reason for a leave shall be cause for discipline up to and including termination. An employee on a leave under this Article may not work for another employer during any period of the leave, unless the employee performed the same services for the other employer prior to the beginning of the leave.

Section 8 - Employees on a medical leave of absence must utilize accrued sick days, vacation and holidays (in that order) concurrently with their leave. However, an employee may retain 50% of the employee's annual vacation allotment. The amount of such time shall be paid out in the regular pay cycle until the time has been paid.

Section 9 - While an employee's accrued sick days, vacation and holidays are being utilized concurrently with their leave under this Article, the employee shall continue to receive health insurance on the same terms as preceding the leave. Employees on unpaid leave shall have the right

to continue their health insurance at their own expense in accordance with the provisions of the Consolidated Omnibus Budget Reconciliation Act ("COBRA").

Section 10 - When an employee returns from a medical leave of absence within 4 weeks, he/she shall be reinstated to his/her former position. When the medical leave is longer than 4 weeks the employee shall be reinstated to his/her former position if available, or a substantially equivalent position. If there are no such positions available, the employee may accept any vacant position for which he/she is qualified.

F. DOCUMENTATION: The employee will be responsible for providing medical documentation, satisfactory to the Hospital, supporting the request for any type of medical leave, including the extension of an initial medical leave. In addition, the employee shall confirm his/her return date to work in writing and shall provide medical clearance (where appropriate) at least fourteen (14) days prior to returning to work.

G. PAYMENT OF BENEFITS WHILE ON LEAVE:

Section 1 - Insurance benefits shall be continued for the duration of a workers' compensation leave on the same basis as before the leave (i.e., employee must pay the employee contribution). However, wages shall not be paid and no other benefits shall be accrued during such leave.

Section 2 - During the first week of such leave the employee may use their accrued sick days. Thereafter, an employee may not apply paid time off to supplement workers compensation benefits.

Section 3 - Effective July 1, 2009, Employees on a paid or unpaid leave of absence shall not be paid their uniform allowance, shoe allowance and educational differential for the period of time they are on leave.

Section 4 - The Hospital shall have the sole and exclusive right to change the administrator for its temporary disability benefits plan from the State of New Jersey to a private entity pending a majority vote by all eligible employees.

H. UNION LEAVE:

Section 1 - An unpaid leave of absence shall not be unreasonably denied to an employee to work for the HPAE. This leave shall be limited to a maximum of twelve (12) weeks and must be requested in writing at least thirty (30) days prior to the commencement date. Seniority shall accrue during the twelve weeks of this leave. Thereafter, seniority shall not accrue. Wages and benefits shall not be paid or accrue during such leave. Employees must use any accrued vacation days and holidays concurrent with their union leave. However, an employee may retain 50% of the employee's annual vacation allotment. The amount of such time shall be paid out in the regular pay cycle until the time has been paid.

Section 2 - No more than two (2) employees at any given time shall be eligible for Union leave. If the employee returns to work within 8 weeks, he/she shall be returned, after giving two (2) weeks' notice in writing, to the exact position (same title, shift, rate of pay, unit/department) held prior to the leave without any loss of seniority. After 8 weeks, the employee shall be returned, after giving

two (2) weeks' notice in writing, to the exact position (same title, shift, rate of pay, unit/department) held prior to the leave without any loss of seniority, if available. If the employee is able to return within or at the conclusion of this leave the employee shall be entitled to work in a substantially equivalent position without loss of seniority. The rate of pay shall include any raises or step increases the employee would have received had s/he not been on the leave.

The employee shall confirm his/her return date to work in writing at least fourteen (14) days prior to returning to work.

ARTICLE 30. JURY DUTY

Section 1 - All employees who are called to serve as jurors will be granted a leave of absence for such purpose. The receipt of the notice to report for jury duty must be reported immediately to the employee's supervisor.

Section 2 - The Employer may request that the employee be excused or exempted from jury duty if, in the opinion of the Employer, the employee's services are essential at the time of proposed jury service. The employee will cooperate with the Employer in the event the Employer believes an exemption should be sought.

Section 3 - The employee is required to work on the next regularly assigned workday beginning the day after completion of jury duty.

Section 4 - In order to obtain pay for straight-time hours lost due to jury duty, the employee must submit a copy of the reimbursement voucher to the Human Resources Department at the conclusion of jury duty. The Employer will pay regular full-time employees the difference between the amount received from the court for jury duty and the employee's straight-time pay (including any applicable differential) for each day of scheduled work lost up to a maximum of eighty (80) hours per year. The maximum shall be pro-rated for any part-time employee that is eligible for benefits.

Section 5 – Employees scheduled to work a night shift that ends on the day their jury duty begins, may elect not to work that night shift. In such case, notwithstanding Section 3, they must work a scheduled night shift that begins on the day jury duty ends. Once such election is made, it shall remain in effect for the entire jury duty assignment. Employees who elect not to work such night shift must notify their supervisor of their choice when they report the receipt of the jury notice as provided in Section 1.

ARTICLE 31. UNION DAYS

Section 1 – The work schedules of employees elected as Union representatives shall be adjusted to permit attendance at regular Union meetings provided the Employer is given a minimum of two (2) weeks' advanced notice. This time shall be granted without pay and is limited to an annual maximum of thirty-five (35) days for the bargaining unit. Such time shall be included for purposes of seniority and benefit accruals.

Section 2 - The Union shall be provided twenty (20) days with pay each contract year to conduct Union business, including negotiations. The Employer will not provide any further compensation to

Union bargaining committee members for time spent in negotiations. Unused days shall be carried over from year-to-year. The Local Union President shall have the right to designate the Union Officers and/or Representatives who shall receive such Union paid days. Local Officers and/or Representatives who use Union paid days shall be paid at their regular rate of pay. The Union will notify the Employer of the names of the Union Officers and Representatives. The work schedules of employees elected as Union representatives shall be adjusted to permit attendance at regular Union meetings provided the Employer is given a minimum of two (2) weeks advanced notice. Such paid time shall not count as time worked for computing overtime.

Section 3 – Union time off may be taken in blocks of four (4) hours or in full days.

ARTICLE 32. BEREAVEMENT LEAVE

Section 1 - In the event of the death of an immediate family member, full-time employees will be entitled to a maximum of three (3) regularly scheduled workdays off with pay. Part-time (benefits eligible) employees shall receive a pro-rated amount. Such days off shall be taken within five (5) days of the death or funeral. When extenuating circumstances are present, the Employer may grant the applicable bereavement leave outside of the aforesaid five (5) day period.

Section 2 - For purposes of this Article, "immediate family member" shall be defined as the employee's spouse, parent, parent-in-law, child, step-child, stepparent, brother, sister, grandparent, grandchild, and non-marital partner residing in the same domicile as employee. In the event of the death of a son-in-law, daughter-in-law, sister-in-law, brother-in-law, aunt, uncle, niece or nephew, one (1) regularly scheduled workday off with pay will be granted to full-time employees. Part-time (benefits-eligible) employees will receive bereavement leave benefits on a pro-rated basis.

Section 3 - Bereavement pay will be made only when loss of pay is involved. An employee will not be entitled to bereavement pay while on a regular day off, leave of absence, workers' compensation or long-term disability. When the death of an employee's immediate family member occurs when an employee is on paid sick leave, holiday or vacation, the benefit day shall not be converted to a bereavement day.

Section 4 - The Hospital may require proof of death.

Section 5 - The employee will not receive bereavement pay for the death of former relatives by marriage.

Section 6 - The Hospital will not unreasonably deny the use of benefit time to extend the bereavement leave or to attend the funeral of other relatives and friends.

ARTICLE 33. WAGES AND EXPERIENCE RECOGNITION

Section 1 –Wage Increases.

- a. **First Year of the Agreement**: Effective at the beginning of the first complete pay period in July 2018, the Hospital will provide a two and seven tenths percent (2.7%) across-the-board wage increase for all bargaining unit employees, including full-time employees, part-time employees and per diems, employed on that date.

b. Second Year of the Agreement:

Effective at the beginning of the first complete pay period in July 2019, the Hospital will provide a two and one half percent (2.5%) across-the-board wage increase to all full-time and part-time bargaining unit employees who are at the top of the Experience Wage Scale in attached Appendix A, and to per diem employees.

Effective at the beginning of the first complete pay period in July 2019, the Hospital will provide a step increase and a one and one half percent (1.5%) across-the-board wage increase to all full-time and part-time bargaining unit employees who are within the Experience Wage Scale in attached Appendix A.

c. Third Year of the Agreement:

Effective at the beginning of the first complete pay period in July 2020, the Hospital will provide a two and one-half percent (2.5%) across-the-board wage increase to all full-time and part-time bargaining unit employees who are at the top of the Experience Wage Scale in attached Appendix A, and to per diem employees.

Effective at the beginning of the first complete pay period in July 2020, the Hospital will provide a step increase and a one and one half percent (1.5%) across-the-board wage increase to all full-time and part-time bargaining unit employees who are within the Experience Wage Scale in attached Appendix A.

d. Except as provided herein, all experience steps and longevity payments in the collective bargaining agreement will remain frozen for the term of the agreement.

Section 2 – The per diem hourly rates effective at the beginning of the first complete pay period in July of each year are as follows:

Title:	Current Rate	07/2018 (2.7%)	07/2019 (2.5%)	07/2020 (2.5%)
Weekday Per Diems	\$46.64	\$47.90	\$49.09	\$50.32
Weekend Per Diems	\$60.63	\$62.27	\$63.82	\$65.42

Section 3 - New hires will be placed on the appropriate schedule and step that corresponds to their experience. Such appropriate validated experience shall include non-Christ Hospital experience and Christ Hospital experience.

Section 4 - Prior Experience (prior to Christ Hospital) shall be credited with one year of service for each year of outside experience acquired on a full-time basis as a Registered Nurse.

Credit shall be given for experience in:

- (a) Acute care hospitals or related facilities (e.g., Surgery center)
- (b) Relevant Home Health depending on skill services experience

Outside experience acquired on a part time basis will be credited at the discretion of the Employer.

Section 5 - Prior experience (prior to Christ Hospital) shall be credited with 1 year of service for every 3 years of outside experience acquired on a full time basis as a Licensed Practical Nurse. Outside experience acquired on a part time basis will be credited at the discretion of the Employer.

Section 6 - Prior experience (at Christ Hospital and St. Francis) shall be credited with 1 year of RN service for every 3 years of experience as a full time or part time Licensed Practical Nurse.

Section 7 - Current Christ Hospital and St Francis employees will be credited on a one to one basis for full time experience and pro-rated for part time. Per diem experience will be credited at the discretion of the employer.

Section 8 - Prior international acute care experience shall be credited with 1 year of service for every year of experience acquired on a full time basis.

Section 9 - New Hires: New hires will not be placed on a step that is higher than any current employee with the same level of experience.

Section 10 - Transfer From One Bargaining Unit Position To Another: If an employee moves to another position within the bargaining unit, the employee will be given one to one credit for prior experience and will be placed on the corresponding and appropriate wage step for the new job.

Section 11 - Longevity Bonus: The longevity bonuses identified in Section 11 of this Article shall be frozen for the term of this agreement, for all employees (full-time, part-time and per diem).

Effective June 1, 2004, the Employer shall pay an annual longevity bonuses to regular full-time and regular part-time employees in the first full pay period of the calendar month following the employee's anniversary date (by separate check) based upon Christ Hospital (and St Francis) seniority, as follows:

- (a) 15 – 19 years of completed service: \$500
- (b) 20 – 24 years of completed service: \$750
- (c) 25 or more years of completed service: \$1,000

Per diem employees are not eligible to receive the longevity bonus.

Section 12 – Except as provided herein, all movement on the wage scale contained in Appendix A of this Agreement will be frozen for the term of this agreement.

ARTICLE 34. SHIFT AND WEEKEND DIFFERENTIALS AND PREMIUM PAY

Section 1 - Employees who work at least 4 hours in the period from 3:00 p.m. to 7:00 a.m. shall receive a shift differential for hours of their shift that fall between 3:00 p.m. and 7:00 a.m.

Section 2 - The shift differential is applicable to sick, holiday and vacation pay.

Section 3 - Employees eligible to receive a shift differential pursuant to Section 1 shall receive an evening shift differential of \$2.50 for hours worked between 3:00 p.m. and 11:00 p.m., and a night shift differential of \$3.50 for hours worked between 11:00 p.m. and 7:00 a.m.

Section 4 - Employees (excluding per diems) who work as a Preceptor by precepting CarePoint Health employees, Interns and/or Residents, will be paid a Preceptor premium of \$1.50 per hour for all hours worked in the capacity of a preceptor. To be eligible for preceptor pay, the employee must have successfully completed a preceptor course or be approved in advance by the Manager or Supervisor.

Section 5 – When the hospital designates a staff nurse to be the RN “in charge”, the employee must successfully complete a Charge nurse course within one (1) year of assuming charge responsibilities. The Charge nurse shall receive a differential for all hours worked while in charge. The Charge differential shall increase from \$1.50 to \$2.00 per hour effective at the beginning of the first complete pay period in July 2018. In addition, the Employer shall pay a Critical Care Charge differential of one dollar (\$1.00) per hour, effective at the beginning of the first complete pay period in July 2018.

Section 6 – Full-time employees (not per diem employees) who have a Bachelors Degree in nursing and/or Masters Degree in nursing, or other health related field will receive an annual payment of \$1,500.00 for each degree. A regular Part-time employee receiving this benefit on May 31, 2006, shall continue to receive this benefit. Such employees will receive \$750.00 in January and \$750.00 in July of each year. Employees who are hired or become part-time on June 1, 2006 or thereafter shall receive \$.75 per hour for regular hours paid for each degree up to a maximum of \$1500 for each degree. Effective July 1, 2009, employees on a paid or unpaid leave of absence shall not be paid their educational differential for the period of time they are on leave.

Section 7 – After the probationary period, all Employees (full-time, regular part-time, non-benefit part-time and per diem) will receive a certification differential if they possess a current certification from a nationally recognized professional nursing organization such as the American Nurses Credentialing Center, which certification is approved by the Hospital. Certification must pertain to the area of employment (e.g. an O.R. nurse must have an O.R. certification to receive the differential). The differential will be paid after proof of certification is submitted to the Hospital but for only one certification per employee. The differential will be discontinued if it expires and is not renewed or if the employee transfers to a unit or department unrelated to the certification. The amount shall be \$2000 per year for full-time employees paid on an hourly basis, and \$.99 (ninety-nine cents) per hour for each regular hour paid for part-time and per diem employees up to a maximum of \$2000.

ARTICLE 35. HOLIDAYS

Section 1 - After completion of the probationary period, regular full-time and regular part-time (benefits eligible) employees shall earn the following paid holidays every calendar year:

New Year’s Day

Independence Day

Labor Day
Thanksgiving Day
Christmas Day

Easter Sunday
Memorial Day

Part-time (benefits eligible) employees shall be entitled to such holidays and the amount of paid holiday hours shall be pro-rated on the basis of their budgeted FTE.

With the exception of Christmas and New Year's holiday, employees who work shifts that begin from 6:00am up through 11:01pm on the day of the hospital-observed holiday will be considered to have worked the holiday.

With respect to Christmas Day and New Year's Day, the holiday shall begin with shifts beginning on or after 11:00pm on the eve of the holiday up through the evening shift on the day of the holiday.

For example, an employee who reports to work at 11:00 pm on the eves of Christmas or New Year's Day will be considered to have worked the holiday; however, the employee who reports to work on the third shift on Christmas Day or New Year's Day will not be deemed to have worked the holiday.

Section 2 - Holidays will be observed on the nationally recognized date.

Section 3 - Regular full-time employees working on an actual holiday (e.g., Easter Sunday, not another day in lieu thereof) shall be paid time and one half (1½) his/her regular pay for all hours worked on such holiday. This premium for working on the actual holiday shall be called holiday premium pay. Such an employee shall be entitled to another day off with pay (i.e. holiday pay) on another regularly scheduled workday within forty-five (45) days before or after the holiday as scheduled and approved by the Department Head. If the day cannot be taken within forty-five (45) days before or after the holiday, by mutual agreement between the employee and the Hospital, the time for use of the day shall be extended or the employee shall receive holiday pay. For full-time employees, holiday pay shall equal their straight-time regular rate for the number of hours equal to one-fifth of the full-time equivalent workweek for their job classification (e.g. 7.5).

Regular part-time (benefits eligible) employees shall receive holiday pay equal to their straight time regular rate for a pro-rated amount of such hours and they shall substitute time off scheduled in the same manner. An employee who works the actual holiday shall have the option of being paid for the holiday in lieu of taking another day off.

Section 4 -

(a) Consistent with departmental practice, full time and regular part-time employees shall rotate the responsibility for covering the unit on holidays where the department remains open on the holiday. Per diem employees and those on alternative work schedules must abide by the holiday work commitments practice for their classification. Employees in units remaining open during Christmas, New Years Day, Independence Day and Labor Day may be required to work at least one of the two winter holidays and one of the two summer holidays. In addition, where required by

Department policy or practice, the nurse shall work either Christmas Eve or New Year's Eve. By mutual agreement employees may work more than their share of holidays.

(b) Subject to notifying the nurse manager, a nurse may be relieved of working a holiday commitment by finding her/his own coverage, as long as the arrangement does not entail additional overtime. Volunteering to work on a holiday for which the employee was not scheduled does not necessarily satisfy the employee's obligation to work his/her scheduled holiday where the unit's needs for holiday coverage are not satisfied.

(c) If two (2) or more employees request the same holiday off and staffing requirements do not permit all requests to be granted, the employee who worked the same holiday the prior year shall have preference. Among employees requesting the same holiday off who worked that holiday the previous year, seniority shall prevail when all requests cannot be granted.

Section 5 - If an employee is not scheduled to work on the holiday; the employee must work the last scheduled day before the holiday and the first scheduled day after the holiday to qualify for holiday benefits. Employees reporting sick on either of those days must present a doctor's certificate to receive holiday benefits. If an employee is scheduled to work the holiday, the employee must work the holiday in order to qualify for holiday benefits.

Section 6 – (a) If a holiday falls on an employee's regularly scheduled day off, the employee shall be entitled to another day off with pay on another regularly scheduled work day within forty-five (45) days before or after the holiday as scheduled and approved by the Department Head. If the day cannot be taken within forty-five (45) days, by mutual agreement between the employee and the Hospital, the time for use of the day shall be extended or the employee shall receive pay equal to one-fifth of the full-time equivalent work week (e.g. 7.5 hours), at the employee's regular rate.

(b) On units and departments that are open on weekends, employees who work on the actual holiday (e.g. Memorial Day, not another day in lieu thereof) shall be paid at time and one half his/her regular pay for all hours worked on such holiday).

(c) For nurses working Monday through Friday schedules, when Christmas, New Year's Day or Independence Day falls on a weekend, the Hospital will celebrate the holiday, apply holiday scheduling and pay holiday pay with respect to the Friday or Monday closest to it. However, holiday premium pay (i.e. time and one-half pay) will only be paid on December 25th, January 1 or July 4th. In such departments/units, Easter will be celebrated on Good Friday. This means that the Department will be closed on Good Friday; employees who are scheduled off on Good Friday will be paid holiday pay. However, holiday premium pay shall only be paid for hours actually worked on Easter Sunday.

Section 7 - If a holiday falls during an employee's vacation, the employee shall be entitled to an additional day off with pay, scheduled with Department Head approval. The employee may not unilaterally "extend" his/her vacation an additional day. If a holiday falls while an employee is on jury duty, the employee will be paid for the holiday and will not be due a holiday upon return to work.

Section 8 - No more than two (2) holidays (equal to one fifth of the full-time workweek for the classification) may be carried over from one calendar year to another. Any such holiday time must be taken in the year into which it is carried over, or it will be forfeited.

Section 9 - There shall be no pyramiding of overtime and/or holiday premium pay.

Section 10 - Employees working 12-hour shifts or other shifts in excess of one-fifth of the full-time equivalent work week shall receive pay equal to one-fifth of the full-time equivalent work week, but no less than 7.2 hours' pay, at the employee's regular rate. In addition, such employees may use a portion of other accrued benefit time to supplement a full days' holiday pay.

ARTICLE 36. PAID VACATION

Section 1 – Upon completion of the probationary period, regular full-time employees and regular part-time (benefits eligible) employees begin to accrue vacation benefits from their date of hire. The employee may take vacation time before the completion of six (6) continuous months of employment. However, should the employee terminate prior to completing six (6) continuous months, such paid vacation shall be deducted from the employee's paycheck. Vacation pay shall be based upon the employee's regular pay rate (i.e. including shift differentials).

Section 2 – Paid vacation will be earned on a bi-weekly basis based upon actual hours paid (excluding more than one (1) week of sick days) as follows:

Years of Service	Vacation Days Per Year
1 to 10	23
11-19	24
20 to 24	25
25 and greater	28

Regular part-time (benefits eligible) employees shall receive pro-rated vacation benefits based upon their actual hours paid (excluding more than one (1) week of sick days). Vacation weeks shall not exceed the standard full-time workweek for the employee's classification, no matter how many hours are worked or paid. For example, if the standard full-time work week for the employee's classification is 38.5 hours, no employee -- whether full-time or part-time -- shall accrue a vacation week of more than 38.5 hours. Alternative schedule nurses shall earn vacation consistent with their designated program. Two (2) vacation days may be used as unscheduled absences.

Section 3 –

(a) All vacation accrued and assumed by the Employer on July 13, 2012 will be placed in a separate accrual bank. When such vacation is used, it will be paid at the employee's regular rate of pay on July 13, 2012. Unused vacation accrued prior to new ownership will not expire.

(b) Beginning with the twelve (12) month period from July 13, 2012 through on or about July 14, 2013, and in every twelve (12) month period thereafter, all vacation must be used within seven (7) months of the end of the year in which it was accrued. A reasonable opportunity for using such time will be provided. Pay in lieu of time off is not permitted. Vacation unused at time of expiration will be forfeited.

Section 4 – The Hospital shall make every reasonable effort to grant requests for vacation. In all cases, vacation scheduling shall be subject to staffing and patient care needs. Priority summer vacation calendars for each department shall be posted on or about February 15th.

Section 5 - Priority vacation requests shall be granted on the basis of greatest seniority. Where an employee has requested and taken the same priority weeks in the previous year and one or more other employees have simultaneously requested the same priority weeks such weeks shall be rotated to the next most senior employee.

Effective January 1, 2019, to facilitate scheduling vacations during the priority vacation periods below, employees shall submit requests for such vacation between the dates indicated below.

- The priority summer vacation period is defined as Memorial Day weekend, July, and August. Vacation requests are to be submitted no later than April 1st. Employees may submit first, second, and third choices, with a response by April 15th.
- The priority winter vacation period is defined as the week of Thanksgiving and December 15th-January 2nd. Vacation requests are to be submitted no later than October 1st with a response by October 15th.

With the exception of perioperative services, full vacation weeks may not be scheduled during the priority winter vacation period, unless management determines such vacation weeks are permitted by staffing needs. The Employer will make every effort to give each eligible employee the chance to take at least two (2) weeks off during the priority summer vacation period. No employee shall be entitled to take more than two (2) weeks during this summer period until every eligible employee has been given a chance to take at least one (1) week off. If there are not enough weeks available, preference shall be granted according to seniority.

Section 6 - Vacation requests submitted after April 1st shall be granted on a first come, first served basis. Requests for such vacation time shall be submitted to the Department Head at least 2 weeks prior to the posting of the schedule. Requests for use of vacation time submitted in the 2 weeks prior to the posting of the schedule or after the posting of the schedule may be denied unless the nurse finds other coverage without incurring additional cost to the Hospital. When simultaneous requests are made (i.e. within five calendar days) seniority shall be determinative. However, no employee may displace another employee's vacation once granted on the basis of seniority. The Employer shall respond to the employee in writing within seven (7) business days of the vacation request or the simultaneous vacation request, whichever is later. Should an employee become ill prior to commencing a scheduled vacation the vacation will be rescheduled. If an employee becomes disabled while on vacation, the original vacation will remain in effect. No part of an employee's vacation shall be charged to sick leave unless hospitalization is documented. If an employee with an approved vacation voluntarily transfers to another unit, the employee must

discuss the request and seek approval from the new Department Head to insure that it does not conflict with the operational needs of the new unit/department and previously approved requests from other employees on the unit. The Department Head will make every reasonable effort to honor the request approved by the employee's prior Department Head. When an employee transfers into a non-benefits eligible position, any earned vacation will be paid out.

Except as provided in Section 5 above, vacation may be taken in full weeks, partial weeks, single day or partial day increments.

Section 7 - Vacation shall not be paid in lieu of time off and shall only be paid while an employee is on active payroll, except as expressly provided in the Article 31, Leaves of Absence.

Section 8 - In the event the employee provides at least four (4) weeks' notice of resignation, accumulated paid vacation days shall be paid out at termination. If an employee with more than one year of service provides adequate notice, the Hospital also will pay out a pro rated portion of the current year's accrual of vacation time based upon the number of vacation hours accrued as of the date notice is provided. Employees may not opt to substitute paid vacation in lieu of notice. If an employee dies, his or her estate shall be paid any earned vacation time, as if the employee had resigned with adequate notice.

ARTICLE 37. SICK LEAVE

Section 1 – Full-time and Part-Time Employees

a) Full-Time Employees: After their ninetieth calendar day of employment, regular full-time employees hired on or before July 1, 2018 will be credited with seven (7) days of paid sick leave per plan year. Regular full-time employees hired during a plan year will be credited with a pro-rated number of paid sick leave days for that plan year after their ninetieth calendar day of employment. Such employees will be credited with seven (7) days of paid sick leave for each subsequent plan year.

b) Part-Time Employees: After their ninetieth calendar day of employment, regular part-time employees hired on or before July 1, 2018 will be credited with five (5) days of paid sick leave per plan year. Regular part-time employees hired during a plan year will be credited with a pro-rated number of paid sick leave days for that plan year after their ninetieth calendar day of employment. Such employees will be credited with five (5) days of paid sick leave for each subsequent plan year.

c) The plan year under this article is defined as July 1 to June 30.

d) New Jersey State Earned Sick Leave

Effective July 1, 2018, the Hospital will apply the terms of the New Jersey State Earned Sick Leave Act of 2018 (the "Act") to its full-time and regular part-time employees. Nothing in this Agreement shall be construed to waive or reduce rights or benefits provided pursuant to the Act.

Effective July 1, 2018, the Hospital, the Union, and the members of the bargaining unit agree to irrevocably waive and relinquish all rights under the Jersey City Earned Sick Leave Ordinance.

The first forty (40) hours of paid sick leave utilized by a regular full-time or regular part-time employee in a plan year will be treated as paid sick leave under the Act. Employees may utilize this paid sick leave for reasons specified by the Act. If an employee is absent for reasons covered by the Act, the employee must notify his/her department head or supervisor at least two (2) hours prior to the start of the shift on each day of absence, or if two hours' notice is not possible under the circumstances, then as soon as practicable.

Employees absent three (3) or more consecutive days due to reasons specified in the Act shall be required to present reasonable documentation, as that term is defined in the Act, that the leave is being taken for a purpose permitted under the Act.

Eligible employees may carry over from plan year to plan year a maximum of forty (40) hours of NJ State Earned Sick Leave. At all times, eligible employees may have in their banks a maximum of eighty (80) hours of NJ State Earned Sick Leave. However, in any given plan year, eligible employees may use no more than forty (40) hours of NJ State Earned Sick Leave.

e) Non-New Jersey State Earned Sick Leave

All paid sick leave utilized by a regular full-time or regular part-time employee in excess of forty (40) hours in a plan year may only be used for an absence due to the employee's own medical condition and will not be treated as paid sick leave under the Act. In order to qualify for this paid sick leave, the employee must notify his/her department head or supervisor at least two (2) hours prior to the start of the shift on each day of absence. Employees utilizing paid sick leave in excess of forty (40) hours in a year due to their own medical condition for three (3) or more consecutive work days, shall be required to present to Employee Health Services a physician's certificate verifying the medical condition as a condition to the receipt of payment for this paid sick leave.

Regular full-time and regular part-time employees may accumulate non-NJ State Earned Sick Leave up to a maximum of thirty (30) days.

f) Unused paid sick leave days are not paid for upon termination of employment or upon notice of resignation of employment for any employees.

g) Perfect Attendance: Regular full-time employees and regular part-time employees (benefits eligible) who do not use any sick days and have completed one year of service shall have the option of (i) receiving reimbursement for five (5) unused sick days and being credited with one (1) additional vacation day; or (ii) receiving reimbursement for four (4) unused sick days and being credited with two (2) additional vacation days.

Employees must complete the entire payroll year to be eligible for this benefit and be on payroll at the time of payout, the first full pay period in July of each year.

Payment will be made in a separate check.

The 26 pay periods constituting the "payroll year" are defined by the Finance Department.

A sick day for each full-time eligible employee is defined as the number of hours equal to one-fifth of the full-time equivalent workweek for their job classification (e.g. 7.5).

- h) Employees may be disciplined, consistent with just cause, for the abuse of sick time usage.
- i) Any sick time that per diem employees have as of June 30, 2018 shall be retained to be used for their own illness or medical condition.

ARTICLE 38. LICENSURE

Section 1 - Those employees whose positions require licensure by the State of New Jersey are responsible for keeping such licensure current. Employees who do not have a current license will not be permitted to work.

Section 2 - Employees must provide the Nursing Office with verification of their current licensure. Employees are responsible to notify the Hospital immediately upon learning of the actual or expected expiration, suspension or revocation of such licensure.

Section 3 - Employees will make every effort to take required certification exams on their own time. If employees are unable to do so and they provide the Employer with at least thirty (30) days' notice, the Hospital will make every effort to provide a work schedule to allow the employee time off to take required certification exams.

ARTICLE 39. CONTINUING EDUCATION

Section 1 - Inservice: The Employer shall continue to provide continuing education opportunities on an in-house basis through the Employer's Department of Education and the respective patient care or service departments. When attendance at a continuing education program is required by the Employer or the Employer schedules the training during the employee's regular shift, the employee shall be paid his/her regular rate of pay and overtime, if applicable, for all hours spent in the education program. When an employee schedules a program outside of his/her normal work hours, he/she must seek approval in advance of any overtime involved. If the program is not offered on the employee's shift (days, evenings and nights), and the employee attends the programs on another shift, the employee will be compensated at his/her base rate of pay.

Section 2 - Outservice: In order to promote outside educational opportunities, the Employer shall provide payment for lost time up to one-fifth of the full-time equivalent work week for the employee's classification if the program is conducted when the employee is scheduled to work. Reimbursement for lost time will be only if the program is conducted when the employee is not scheduled to work except in accordance with past practice and subsection (e) below. Attendance at the program and payment for lost time shall be subject to the following provisions:

- (a) Attendance at such outside seminars, courses or training programs is subject to staffing needs and prior approval. Requests must be submitted to the employee's supervisor on an approved form at least thirty (30) calendar days in advance of the date requested, when possible. The Employer will respond within ten (10) workdays of the request. The Employer will attempt to adjust the employee's schedule to accommodate such programs, where possible.

- (b) Reimbursement for lost time for such outside seminars; courses or training programs is subject to prior approval by the employee's supervisor. To qualify for possible reimbursement, such programs must be pertinent to the employee's area of clinical assignment, including the Division.
- (c) No reimbursement for lost time will be paid for off-site seminars, courses or training programs if the same seminar, course or training program is also made available by or through the Employer. Where the individual is maintaining certification in his/her unit, and the seminars, courses, or training programs offered by the Employer do not offer an equivalent number of contact hours, an employee's request for off-site seminars, courses or training programs may be reimbursed, subject to prior approval. The Employer will not unreasonably deny such requests.
- (d) Reimbursement for lost time shall not include the cost of transportation, meals, lodging or other similar expenses, unless attendance at the seminar, course or training program is required or approved by the Employer, in which case reimbursement for such expenses shall be subject to the Employer's travel policy.
- (e) Full-time employees shall be provided up to two (2) paid shifts per year to attend educational programs required to maintain state or national licensure or certification or to gain skills in their current job or other nursing specialty. Part-time (benefits eligible) employees will receive a pro-rated number of days. A day shall be defined as a maximum of one-fifth of the full-time equivalent workweek for the employee's classification. This limit does not apply to seminars, courses or training programs which are required by the Employer.

Section 3 - Employer Mandated: In those cases in which the Employer requires attendance at an off-site seminar, course or training program and that seminar, course or training program is not provided or made available by or through a CarePoint Health facility, the Employer shall pay the employee for the number of hours of the program up to a maximum of one-fifth of the full-time equivalent work week for the employee's classification, and will reimburse the employee for the cost of the seminar, course or training program within sixty (60) calendar days.. Examples of a mandated seminar, course or training program include Advanced Cardiac Life Support (ACLS), Pediatric Advanced Life Support (PALS), Neonatal Resuscitation Program (NRP), and Basic Life Support (BLS).

ARTICLE 40. TUITION REIMBURSEMENT

Section 1 - Full-time and regular part-time (benefits eligible) employees who have completed their probationary period may request reimbursement for the tuition costs of college courses which are related to their position. The Hospital shall reimburse a full-time employee the otherwise unreimbursed employee cost of tuition on the following terms:

- (a) a maximum of three thousand five hundred dollars (\$3,500) per year for undergraduate courses;

- (b) a maximum of five thousand dollars (\$5,000) per year for courses towards a BSN degree; and
- (c) a maximum of six thousand dollars (\$6,000) per year for graduate courses towards a Master's degree in a related field.

Section 2 - The maximum reimbursement amounts shall be pro-rated for part-time (benefits eligible) employees. Reimbursement shall apply only to the cost of tuition and shall not be applied to the cost of books, fees or other expenses.

Section 3 – To be eligible for reimbursement, the employee must complete the Educational Assistance Application and receive approval prior to the commencement of the course(s) for which reimbursement is requested. Any course necessary for the completion of an accredited BSN or MSN program of study shall be approved. The Employer will respond within seven (7) days. The employee must be actively employed when the course is completed and the reimbursement is paid. Reimbursement will be applied towards the calendar year in which the course began.

Section 4 - After successful completion of the course(s), the employee must submit proof of payment and completion of the course(s) with appropriate credit. No reimbursement shall be available for less than a “C” grade in an undergraduate course or for less than a “B” grade in a graduate level course when grades are provided by the institution. When grades are not provided, the employee must demonstrate a passing grade.

Section 5 - Employees who receive other forms of tuition assistance (e.g., Pell Grant, G.I. bill, scholarships, etc.) will be eligible for reimbursement for the difference between the other forms of tuition assistance and the cost of tuition, subject to the maximums set forth above.

Section 6 - Consistent with the Hospital’s policy, an employee who receives reimbursement is committed to remain in the Employer’s service for at least one (1) year after receipt of reimbursement, or completion of course, whichever is sooner, if work is available. In the event the employee resigns or is terminated within six (6) months, he/she shall reimburse the Hospital for the entire amount of tuition reimbursement received during the prior year. Such payment must be made within thirty (30) days of resignation/termination. Employees shall be required to sign a note for the amount of the reimbursement at the time of approval. The obligation under the note shall expire upon the employee’s completion of one (1) year’s employment after receipt of reimbursement. If the employee is laid off or is unable to return from a medical leave of absence, the employee shall not be required to make reimbursement under this Section.

ARTICLE 41. UNIFORMS

Section 1 - The hospital will provide lab coats to employees who are required to wear them.

Section 2 – Effective July 1, 2010, where the Hospital requires employees to wear a uniform, the Hospital will pay full time employees a uniform allowance of two hundred forty dollars (\$240.00) per year, payable bi-weekly in their paycheck as a separate item. The uniform allowance will not be

part of the employee's "regular rate" for overtime purposes. The uniform allowance shall be prorated for part time (benefits eligible) employees.

Effective July 1, 2009, employees on a paid or unpaid leave of absence shall not be paid their uniform allowance for the period of time they are on leave.

Section 3 - To be eligible for the uniform or shoe allowance, the employee must have completed his or her probationary period and must be actively employed when the allowance is paid.

Section 4 – The employees will dress in an appropriate manner. Prior to any changes to the Employer's dress code, the changes will be discussed between the parties.

ARTICLE 42. INSURANCE COVERAGE

Section 1 - All non-probationary full-time and regular part-time (benefits eligible) employees, as defined in Article 10, "Determination of Work Status," shall be eligible to participate in the Employer's Health Plan (including Prescription Drug Plan), Dental Plan, and Basic Life/AD&D Insurance Plan, subject to the terms of the applicable plans. Employees will be required to contribute for participation in these plans as specified in Section 5 below.

Section 2 - From time-to-time, modifications have been and will continue to be made in the Employer's Health Plan (including Prescription Drug Plan), Dental Plan, and Basic Life/AD&D Insurance Plan. The Employer has the unilateral right, in its sole discretion, to make changes in the insurance programs, including changes in benefits, carriers, or third party administrators at any time. The Employer will provide the Union with ninety (90) days' notice of its intent to make changes in insurance programs and will, upon request, meet with the Union to discuss these changes. In any case, the Employer will maintain benefits at substantially comparable levels with the understanding that "comparable" does not mean "identical."

Section 3 - Basic Life / AD&D Plan. During the term of this Agreement the Employer will continue to offer the Basic Life/AD&D Insurance Plan at no charge to employees.

Section 4 – The Hospital will pay \$1,500 per year to employees who decline health insurance coverage.

Section 5 – Employee Contributions. In each calendar year, Employees participating in the Employer's Health Plan and Dental Plan shall make the following biweekly premium contributions through payroll deductions:

a. Health Plan-

Premium contributions for full-time and benefits eligible part-time employees who elect employee-only coverage shall increase by twenty percent (20%) each year of the contract.

Premium contributions for full-time and benefits eligible part-time employees who elect coverage for the employee and additional individuals (Employee & Plus 1, or Employee & Plus 2 or more) shall increase by thirteen percent (13%) each year of the contract.

b. Dental Plan

- i. Full-time employees – the amounts set forth below. In each year of the contract, an increase of up to five percent (5.0%) in the participant’s premium may be imposed.
- ii. Benefits Eligible Part-Time Employees – the amounts set forth below. In each year of the contract, an increase of up five percent (5.0%) in the participant’s premium may be imposed.

BIWEEKLY CONTRIBUTIONS

EFFECTIVE AUGUST 1, 2018

Full-Time Employees	Medical – Carepoint/Horizon (with prescription)	Dental – SunLife DMO	Dental – SunLife PPO
Single	\$66.13	\$3.40	\$6.81
Employee +1	\$124.89	\$6.81	\$11.93
Employee +2	\$247.16	\$10.22	\$18.73

Benefits Eligible Part-Time Employees	Medical – Carepoint/Horizon (with prescription)	Dental – SunLife DMO	Dental – SunLife PPO
Single	\$153.59	\$3.40	\$6.81
Employee +1	\$290.10	\$6.81	\$11.93
Employee +2	\$574.11	\$10.22	\$18.73

EFFECTIVE AUGUST 1, 2019

Full-Time Employees	Medical – Carepoint/Horizon (with prescription)	Dental – SunLife DMO	Dental – SunLife PPO
Single	\$79.36	\$3.57	\$7.16
Employee +1	\$141.12	\$7.16	\$12.52
Employee +2	\$279.30	\$10.73	\$19.67

Benefits Eligible Part-Time Employees	Medical – Carepoint/Horizon (with prescription)	Dental – SunLife DMO	Dental – SunLife PPO
Single	\$184.31	\$3.57	\$7.16
Employee +1	\$327.82	\$7.16	\$12.52
Employee +2	\$648.74	\$10.73	\$19.67

EFFECTIVE AUGUST 1, 2020

Full-Time Employees	Medical – Carepoint/Horizon (with prescription)	Dental – SunLife DMO	Dental – SunLife PPO
Single	\$95.23	\$3.75	\$7.51
Employee +1	\$159.47	\$7.51	\$13.15
Employee +2	\$315.60	\$11.26	\$20.65

Benefits Eligible Part-Time Employees	Medical – Carepoint/Horizon (with prescription)	Dental – SunLife DMO	Dental – SunLife PPO
Single	\$221.17	\$3.75	\$7.51
Employee +1	\$370.43	\$7.51	\$13.15
Employee +2	\$733.08	\$11.26	\$20.65

Section 6 – Plan Changes

Effective August 1, 2018, the following changes will be made to the Hospital plan:

Prescription Drug Co-pays

Change to a three-tier co-pay system, with the following classifications: Generic, Preferred Brand, and Non-Preferred Brand. Change co-pays to the following:

Classification	Copays
Retail (30 DOS)	G: \$10.00 PB: \$40.00 NPB: \$60.00
Retail Maintenance (90 DOS)	G: \$20.00 PB: \$80.00 NPB: \$120.00

CarePoint Health Pharmacy (BMC and Christ) 30 DOS	G: \$7.00 PB: \$35.00 NPB: \$50.00
CarePoint Health Pharmacy BMC and Christ) 90 DOS	G: \$14.00 PB: \$70.00 NPB: \$100.00

Deductibles (In-Network and Out-of-Network)

Individual deductible – increase to \$750

Family deductible – increase to \$1,500

MD Co-pays

August 1, 2018 - Increase to \$35

August 1, 2020 - Increase to \$40

Out-of-Pocket Maximum

In Network – Increase to \$4,000 for Individual and \$7,000 for Family

Out of Network – No change (\$5,000 for Individual and \$10,000 for Family)

Section 7 – Wellness Programs Applicable to all Individuals Covered under the Hospital Plan:

a) The Hospital will engage an independent third party administrator within six (6) months of July 1, 2015 to implement and administer wellness programs that shall be applicable to all individuals covered under the Hospital plan. The Hospital will provide the Union with notice to and an opportunity to discuss the administrative details of the wellness programs prior to implementation.

b) The wellness programs are voluntary. They are as follows:

i. Nutrition counseling if BMI determines that an individual is medically obese (managed by a third party nutrition counseling company) at no additional cost to the individual.

ii. If an individual suffers from one or more chronic conditions, he/she will be placed in a third party care management program (assigned a nurse practitioner and social worker to help with medication compliance and medical coaching) to consist of telephonic coaching and a minimum of 4 home visits per year when the diagnosis is CHF, COPD, Diabetes or Stroke. There will be no additional cost to the covered individual for participation in the program.

iii. A second opinion prior to a surgery is required which will be managed by a third party company at no additional cost to the individual. Individuals still can have the surgery irrespective of the result of the second opinion.

c) If any covered individual declines to participate in any or all of the three wellness programs or fails to comply with the guidelines set forth in the wellness programs, a penalty in the amount of thirty percent (30%) of the cost of employee only medical insurance coverage will be imposed against the employee each year a covered individual declines to participate in the wellness programs or fails to comply with the guidelines set forth in the wellness programs, consistent with applicable law. The Hospital reserves the right to refrain from imposing such penalties in whole or in part.

ARTICLE 43. 401(K)

Employees shall be eligible to participate in the Employer's 401(k) plan.

The Hospital will provide a base level match of one-hundred percent (100%) of employee contributions up to three percent (3%) each year. Additional contributions are at the sole and exclusive discretion of the Hospital. Participation at any level is subject to the respective Plan requirements.

The vesting period for contributions made by the Hospital is five (5) years.

The 401(k) plan will be amended to include an employee loan program effective January 1, 2019.

ARTICLE 44. HPAE RETIREE TRUST

HPAE Retiree Medical Trust

1) Within six (6) months after ratification of the Agreement by the Union, the covered members of the bargaining unit will participate in a referendum vote to participate in a mandatory employee contribution to the HPAE Retiree Medical Trust. Based upon an affirmative vote, the Hospital shall facilitate the payment of a monthly mandatory employee contribution of \$.20 per hour for each employee covered by this Agreement. No payroll check-off by employees will be required; instead, provided it is lawful, the employer will transfer one check for this purpose of employee contributions, representing \$.20 per hour for each employee who worked in that month. The monthly per capita amount of employee contributions shall be included in each employee's salary for purpose of calculating retirement benefits. The HPAE will defend and hold the Hospital harmless against any claims or liability arising from the performance of its obligations in this article. The Hospital will not be responsible for making any employer contribution. Upon request of HPAE, the Hospital may, at its option, provide a person of their choice to participate on the Board of Trustees of the HPAE Retiree Trust.

2) Contributions to the Trust shall be due at the Trust office by the end of the month following the month for which the contribution is made. Late payments may be subject to reasonable interest not to exceed 9% per year.

3) The monies contributed to the trust fund shall only be used for retiree health insurance premiums or health service expenses, and the reasonable costs of administering the Trust. The Hospital hereby acknowledges receipt of the Trust Agreement governing the Trust and will cooperate with the Trust Office in reporting and depositing the required contributions set forth above, according to rules set by the Trustees of the Trust. The parties acknowledge the following provision in Article XI, Sections 1 and 2, of the Trust Agreement regarding limitations on the liability of the participating employers:

"1. Liabilities and Debts of Trust Fund

No signatory party or Trustee, and no participating employer, employer association, labor organization, employee, or beneficiary shall be responsible for the liabilities or debts of the Trust Fund.”

ARTICLE 45. WORKER’S COMPENSATION LEAVE

Section 1 - An employee who is unable to work because of a work related injury or illness related to his/her employment at the Hospital will be granted an unpaid leave of absence (workers’ compensation payments are made per insurance and state law).

Section 2 – Eligible employees may receive up to a maximum of twelve (12) months of leave. If the employee is eligible for leave under the Federal Family and Medical Leave Act (Article 31D) and/or a medical leave (Article 31E) such leave will run concurrently with the employee’s workers compensation leave.

Section 3 - Requests for a workers’ compensation leave of absence and other workers’ compensation documentation must be submitted on the Employer's standard request form to Employee Health Services within 24 hours of the accident and/or injury.

Section 4 – Workers’ compensation leaves of absence shall be unpaid except to the extent payment is specifically provided under the Workers Compensation Law and to the extent accrued sick days are applied to the first week of such leave.

Section 5 – Seniority shall accrue for the duration of an approved workers’ compensation leave. Additionally, for the duration of such leave, not to exceed 12 months, an employee shall continue to receive health insurance benefits on the same terms preceding the workers’ compensation leave. Wages and benefits will not be paid or accrued during workers’ compensation leaves.

Section 6 - Misrepresentation of the reason for a leave shall be cause for discipline up to and including termination. An employee on a leave under this Article may not work for another employer during any period of the leave, unless the employee performed the same services for the other employer prior to the beginning of the leave and such work is not inconsistent with the reason for this leave.

Section 7 – During the first week of workers’ compensation leave, employees may use any accrued sick leave. Thereafter, employees may not use any accrued sick, vacation or holiday time to supplement their workers’ compensation payments.

Section 8 – If an FMLA eligible employee returns from such leave of absence within 16 weeks, he/she shall be reinstated to his/her former position. If the FMLA eligible employee cannot return within 16 weeks but is able to return within 12 months, he or she shall be entitled to work in a substantially equivalent position without loss of seniority.

If the employee is not eligible for FMLA leave and returns from such leave of absence within 4 weeks, he/she shall be reinstated to his/her former position. If the non-FMLA eligible employee

cannot return within 4 weeks but is able to return within 12 months, he or she shall be entitled to work in a substantially equivalent position without loss of seniority.

Section 9 – If an employee is not able to return to work at the conclusion of 12 months of workers compensation leave, the employee shall be terminated.

ARTICLE 46. LIGHT DUTY ASSIGNMENTS

The Employer may establish a light duty program during the term of this agreement, as follows:

(a) Subject to availability, an employee with a temporary work-related illness or injury or who has exhausted his or her entitlement to statutory FMLA leave for a non-work-related injury or illness may be eligible for a light duty assignment. Light duty assignments are not regular positions but are created for the purpose of "work hardening," rehabilitation and acceleration of an individual's return to work.

(b) Light duty assignments are temporary and are limited to a maximum of eight (8) weeks. An employee who has received medical clearance to participate in light duty shall be eligible for consideration to participate in this program. Priority will be given to employees with a work-related injury or illness.

(c) An employee working in a light duty assignment due to a work-related illness or injury will maintain his/her regular rate of pay and benefits while in the assignment. An employee with a work-related injury or illness who rejects an available light duty assignment after she/he has obtained a medical clearance to perform light duty may be ineligible for workers compensation benefits. Employees who are offered light duty assignments due to a non-work-related illness or injury may be paid wages which are less than those of his/her former position. An employee who is offered a light duty position that pays less may decline the position without jeopardy.

ARTICLE 47. VOLUNTARY RESIGNATION AND TERMINATION

Section 1 - An employee who resigns is required to provide four (4) weeks' advance notice of resignation to the Hospital. Such advance notice shall not be required if termination results from layoff, request of the Hospital, death or failure to return from a leave of absence when the employee has a justifiable reason for not providing such notice.

Section 2 - In the event the employee provides at least four (4) weeks' notice of resignation, accumulated but unused vacation and holiday time shall be paid out at termination. Except as provided in Section 1, an employee who fails to provide adequate notice of resignation shall not be entitled to receive any accumulated but unused vacation or holiday time at termination.

Section 3 - Unless there is mutual agreement or otherwise, an employee may not substitute such accumulated but unused vacation and holiday time in lieu of notice. An employee who calls in sick after giving notice of resignation shall not be entitled to receive sick pay.

Section 4 - If an employee received paid time (e.g., holiday pay) to which he or she was not entitled, the employee shall be required to reimburse the Hospital for such time at the time of termination, or the amount will be deducted from the employee's final paycheck.

ARTICLE 48. SEVERABILITY

Section 1 - In the event that any portion of this Agreement is invalidated by the passage of legislation or a decision of a court or government agency of competent jurisdiction, such invalidation shall apply only to that portion thus invalidated and all remaining portions of this Agreement not invalidated shall remain in full force and effect. Any substitution for the invalidated portion which is mutually agreed upon between the parties shall be reduced to writing and shall thereupon become a part of this Agreement.

Section 2 - 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, ruling and order of regulatory commissions or agencies having jurisdiction. If any provision of this Agreement is held to be in violation of any laws or regulations of the United States or the State of New Jersey, such provision shall be superseded by the appropriate provision of such law or regulation, so long as the same is in force and effect; but all other provisions of this Agreement shall continue in full force and effect.

ARTICLE 49. DURATION

This Agreement shall be effective from July 1, 2018 through June 30, 2021.

HUDSON HOSPITAL HOLDCO, LLC
d/b/a CHRIST HOSPITAL

HEALTH PROFESSIONALS & ALLIED
EMPLOYEES, AFT/AFL-CIO (HPAE)

Jennifer Dobin, Executive Vice President of
Human Resources, CarePoint Health

Deborah White, President, HPAE

Josiane Deronceray, Director of Human
Resources

Nicole Mankowski, President, Local 5186

Mary Szuszkowski, Patient Care Director

Charlotte Crowe

Mary Kelly

Rebecca Lowe

Nancy Weinstein

Jennifer Cavello

Appendix A

Christ Hospital
HPAE Experience Wage Scale
Term of Agreement July 1, 2018 – June 30, 2021
RN Hourly Base Rates

Years of Experience	7/1/2017	7/1/2018 2.7%	7/1/2019 1.5%	7/1/2020 1.5%
0	\$36.15	\$37.13	\$37.68	\$38.25
1	\$36.49	\$37.48	\$38.04	\$38.61
2	\$36.90	\$37.89	\$38.46	\$39.04
3	\$37.59	\$38.61	\$39.18	\$39.77
4	\$38.31	\$39.34	\$39.93	\$40.53
5	\$39.03	\$40.08	\$40.69	\$41.30
6	\$39.72	\$40.80	\$41.41	\$42.03
7	\$40.49	\$41.58	\$42.21	\$42.84
8	\$41.25	\$42.36	\$43.00	\$43.64
9	\$41.91	\$43.04	\$43.69	\$44.34
10	\$42.55	\$43.70	\$44.35	\$45.02
11	\$43.02	\$44.18	\$44.84	\$45.52
12	\$43.53	\$44.71	\$45.38	\$46.06
13	\$44.04	\$45.23	\$45.91	\$46.60
14	\$44.50	\$45.70	\$46.39	\$47.08
15	\$45.02	\$46.24	\$46.93	\$47.64
16	\$45.51	\$46.74	\$47.44	\$48.16
17	\$45.97	\$47.21	\$47.92	\$48.64
18	\$46.47	\$47.73	\$48.44	\$49.17
19	\$46.98	\$48.24	\$48.97	\$49.70
20	\$47.43	\$48.71	\$49.45	\$50.19
21	\$47.94	\$49.23	\$49.97	\$50.72
22	\$48.39	\$49.70	\$50.45	\$51.20
23	\$48.89	\$50.22	\$50.97	\$51.73
24	\$49.39	\$50.72	\$51.48	\$52.25
25	\$49.87	\$51.21	\$51.98	\$52.76
26	\$50.36	\$51.72	\$52.49	\$53.28
27	\$50.86	\$52.23	\$53.01	\$53.81
28	\$51.32	\$52.70	\$53.49	\$54.29
29	\$51.84	\$53.24	\$54.04	\$54.85
30	\$52.34	\$53.75	\$54.56	\$55.38

Appendix B

Effective July 1, 2018

Minimum Staffing RN to Patient Ratios			
Patient Type/Unit Type	Days	Evenings	Nights
Intensive Care	1:2	1:2	1:2
Intermediate Care	1:5	1:5.5	1:5.5
Med Surg Telemetry*	1:6	1:6	1:7
Med Surg*	1:6	1:6	1:6
Oncology*	1:6	1:6	1:7
Pediatrics	1:6	1:6	1:6
Labor and Delivery	3 RNs weekdays; 2 RNs Sat and Sun	2 RNs	2 RNs
Mother/Baby Couplet Care	1:4 couplet care	1:4 couplet care	1:4 couplet care
	Ratios to include Gyn/Antepartum patients. The Resource/Holding RN remains whole to work between Labor & Delivery and Couplet Care.		
Level II Nursery	1:3 (Acute infants are 1:2/1:1)	1:3 (Acute infants are 1:2/1:1)	1:3 (Acute infants are 1:2/1:1)
PACU	1:3	1:3	1:3
	Minimum of 2 RNs whenever a patient is in PACU; Ratio of 1:2 for critical care patients		
OR	1:1 during surgery except for major cases that may require a second RN in the room		
Endoscopy	Staffing based on volume; 1:3 in recovery phase		
Same Day Unit	1:5 with recovery I phase completed in PACU		
Subacute/TCU	One RN for less than 12 patients; Two RNs for 12 patients or more on days and evenings, one RN on night shift (7pm-7am)		
Behavioral Health	1:8	1:8	1:10
Detox	1:8 2 RNs at all times	1:8 2 RNs at all times	1:8 2 RNs at all times
ED	7 RNs (7a.m. – 11a.m.)	9 RNs (11a.m. – 11p.m.)	7 RNs (11p.m. – 7a.m.)

* The designated units with a Resource RN shall not have a patient assignment Monday- Friday from 11am-7pm.

SIDE LETTER:

PART-TIME EMPLOYEES AND BENEFITS

In exchange for the agreement establishing that a regular part-time (benefits eligible) employee is one who is regularly scheduled to work at least forty (40) hours in a pay period, the Employer agrees that it will not systematically hire part-time employees at less than (40) hours in a pay period with the intent of denying them benefits. The Employer also commits to offer a substantial percentage (i.e., more than 75%) of part-time employees the option of working a schedule of at least forty (40) hours in a pay period in order to qualify for benefits.

SIDE LETTER:

ON-CALL PAY EXAMPLES

The following three (3) examples illustrate the on-call provisions discussed in Article 20, Section 3 of this Agreement.

For each of the following examples, assume that the Employee is on-call from 11 p.m. to 7 a.m.

Example 1: The Employee is called in at 12 a.m. The Employee works for 2 hours and goes home at 2 a.m. The Employee will receive:

- On-call pay (\$10.00/hour) from 11 p.m. to 12 a.m.;
- Pay for the 4 hour minimum at time and one-half the Employee's regular rate (12 a.m. to 4 a.m.); and
- On-call pay (\$10.00/hour) beginning at 2 a.m.

If the Employee is recalled at 3 a.m. and works from 3 a.m. to 5 a.m., the Employee will receive:

- Pay for 1 hour at time and one-half the Employee's regular rate (4 a.m. to 5 a.m.); and
- On-call pay (\$10.00/hour) from 5 a.m. to 7 a.m.

Example 2: The Employee is called in at 12 a.m. and works 6 hours. The Employee will receive:

- On-call pay (\$10.00/hour) from 11 p.m. to 12 a.m.;
- Pay for 6 hours at time and one-half the Employee's regular rate (12 a.m. to 6 a.m.); and
- On-call pay (\$10.00/hour) from 4 a.m. to 7 a.m.

Example 3: The Employee is called in at 11 p.m., works 1 hour and goes home at 12 a.m. The Employee will receive:

- Pay for the 4 hour minimum at time and one half the Employee's regular rate (11 p.m. to 3 a.m.); and
- On-call pay (\$10.00/hour) beginning at 12 a.m.

If the Employee goes home at 12 a.m. and is recalled at 3 a.m. and works from 3 a.m. to 5 a.m., the Employee will receive:

- Pay for 4 hours (minimum) at time and one half the Employee's regular rate for 3 a.m. to 7 a.m.; and
- On-call pay (\$10.00/hour) from 5 a.m. to 7 a.m.

SIDE LETTER:

CRNFA

The CRNFA shall provide OR coverage based on current practice, when not scheduled as a first assistant or performing first assistant activities.

SIDE LETTER - EARLY RETIREMENT PROGRAM

The Employer may offer an Early Retirement Program to employees in accordance with the following terms:

1. The Program will be strictly voluntary. There will be no reprisals against employees who decline to volunteer.
2. The Employer will be able to offer the Program to employees it will have discretion to select.
3. The Employer will provide thirty (30) days advance notice to the Union before soliciting volunteers to participate in the Program. Upon request, the Employer will confer with the Union regarding the terms of the Program.
4. The terms of the offer and list of affected employees will be given to the Union no less than fifteen (15) days prior to the offer.
5. Each Program participant will receive a cash payment, to be determined by the Employer, in exchange for a resignation from employment.
6. The Employer also may offer to Program participants benefit continuation and other items of value.
7. The Program will not be offered more than two (2) times a year to employees in any job classification within any unit or department.
8. The Program may include additional terms which are not inconsistent with this Side Letter.

SIDE LETTER
WORK AT OTHER CAREPOINT HEALTH SYSTEM FACILITIES

The Employer may seek qualified volunteers to work at any CarePoint Health System facilities with proper orientation in accordance with this section. This shall include bargaining unit employees going to other CarePoint Health System facilities and employees from other CarePoint Health System facilities working within the bargaining unit(s) covered by the collective bargaining agreement between the Employer and the Union. The following guidelines shall apply to work performed hereunder:

1. The program will be strictly voluntary. There will be no reprisals against employees who decline to volunteer.
2. The work will be temporary in nature.
3. The Employer may solicit qualified volunteers. In the event that there are more qualified volunteers than available work, the Employer will select from among qualified volunteers by seniority.
4. The collective bargaining agreement between the Employer and the Union will govern the terms and conditions of employment for all bargaining unit employees who perform work at other CarePoint Health System facilities.
5. Employees from other CarePoint Health System facilities may work within the bargaining unit(s) covered by this agreement consistent with the collective bargaining agreement between the Employer and the Union and this side letter.
6. Employees will be reimbursed for additional travel and additional out-of-pocket expenses necessarily incurred as a result of performing work at other CarePoint Health System facilities pursuant to this Program.
7. Bargaining unit work performed by employees of other CarePoint Health System facilities will not cause any bargaining unit employee to be laid off.
8. The Employer will not use this program for the purpose of evading the filling of vacancies in bargaining unit positions.
9. The Employer will not downstaff employees in any bargaining unit job classification within any unit or department in which employees from other CarePoint Health System facilities are working pursuant to this Program.
10. The Employer will not accept volunteers if their working at other CarePoint Health System facilities would cause a failure to comply with the nurse / patient ratios set forth in the collective bargaining agreement between the Employer and the Union.
11. The Employer will not seek volunteers pursuant to this program while its employees are on strike, nor will the Employer seek volunteers to work at a CarePoint Health System facility whose employees are on strike.

12. The Employer will give the Union detailed monthly information about voluntary transfer activity pursuant to this Program. The Union may request additional information relevant to the program.
13. The parties will meet on or about February 1, 2015 for the purpose of reviewing utilization of the program and discussing possible avenues for improving the Program.

SIDE LETTER

HEALTH AND SAFETY – COMMUNICABLE DISEASES

The parties agree that the Health and Safety Committee will place on its agenda for the first meeting after ratification of the new agreement the subject of formulating language addressing the health and safety issues raised by communicable diseases.

The Health and Safety Committee will use best efforts to reach agreement on the new language. Upon reaching agreement, the Health and Safety Committee will make recommendations to the Union and the Hospital. The recommendations of the Health and Safety Committee will not be binding on the Union or the Hospital unless and until they are accepted in writing by both parties.

In the absence of agreement by the Health and Safety Committee and acceptance in writing by the Union and the Hospital, no obligations will be imposed, no language will be added to the agreement and there will be no recourse to the grievance and arbitration procedure.

SIDE LETTER

NURSE TRAINING TUITION FORGIVENESS PROGRAM

The Hospital shall establish a Nurse Training Tuition Forgiveness Program (the “Program”) in order to provide current Hospital RNs and external RN candidates the opportunity to develop the skills necessary to be successful at the Hospital. The terms of the Program are as follows:

1. When an RN position becomes available, either through a vacancy or a newly created position, and no qualified current Hospital RN bids for and is selected for the position and no qualified external candidate is selected for the position, the Hospital will determine whether the RN position is eligible for participation in the Program.
2. If the Hospital determines that the RN position is eligible for participation in the Program, the Hospital will post the Program RN position in accordance with Article 25 of the Collective Bargaining Agreement. If no qualified internal RNs apply for the Program RN position in accordance with Article 25 of the Collective Bargaining Agreement, the Hospital at its discretion may recruit external RN candidates for participation in the Program.
3. At the time the Program RN position is offered to a current Hospital RN or external RN candidate, the Hospital will explain the terms of the Program to the Hospital RN or RN candidate, including the cost of the Program and commitment requirement. The Hospital will permit the Hospital RN or RN candidate to ask questions concerning the Program. The Hospital RN or RN candidate may decline to participate in the Program at that time. The Hospital will offer to any current Hospital RN who is offered a Program RN position the ability to have a Union representative accompany them to this meeting with the Hospital. This will be at the discretion of the Hospital RN.
4. Hospital RNs or RN candidates who accept a Program RN position will be required to sign an acknowledgement form agreeing to be bound by the terms of this Side Letter. The Employer will not offer terms and conditions that are inconsistent with, or sub-standard to the collective bargaining agreement, except to the extent provided herein. The acknowledgement form is not considered a waiver of any rights under the National Labor Relations Act.
5. Hospital RNs or RN candidates who accept a Program RN position will be required to provide a two-year commitment to work at the Hospital, Bayonne Medical Center or Hoboken University Medical Center after the RN’s successful completion of the Program.
6. Hospital RNs or RN candidates who accept a Program RN position will have the ability to resign from the Program should the RN and the Hospital both determine that continued participation in the Program will not be beneficial to the RN or the Hospital. The Hospital shall have the right to terminate a RN from the Program or from employment at the Hospital for just cause.
7. If the RN and the Hospital agree that the RN can resign from the Program, the RN may bid on any available full-time RN position for which the RN is qualified in accordance with Article 25

of the Collective Bargaining Agreement. If there are no such positions, the RN will be terminated.

8. Newly hired RNs who accept a Program RN position will be deemed probationary employees, as defined in Article 11, Section 4 of the Collective Bargaining Agreement, from the date of hire until thirty (30) days after the successful completion of the Program. Eligibility for holidays, vacation, health insurance and tuition reimbursement will commence after 90 days of employment. Consistent with Article 5, Section 2 of the Collective Bargaining Agreement, newly hired RNs who accept a Program RN position shall, to the extent not inconsistent with the law, become a member of the Union within thirty (30) calendar days following the beginning of such employment. For external RNs only, hospital seniority for the purposes of layoffs shall commence upon the successful completion of the program, retroactive to the RN's date of hire.
9. RNs who fail to honor the two-year commitment after successful completion of the Program and RNs who are terminated from the Program or from employment at the Hospital for just cause will be required to reimburse the Hospital for the cost of the Program as follows:
 - a. For those RNs who successfully complete the Program and who resign from employment at the Hospital or are terminated from employment at the Hospital for just cause prior to the exhaustion of the two-year commitment period, reimbursement will be prorated based on the length of time worked by the RN during the two-year commitment period as follows:
 - If an RN works less than one (1) year following completion of the Program, the RN will be responsible to repay 100% of the cost of the Program;
 - If an RN works one (1) year but less than eighteen (18) months following completion of the Program, the RN will be responsible to repay 50% of the cost of the Program;
 - If an RN works eighteen (18) months but less than two (2) years following completion of the Program, the RN will be responsible to repay 25% of the cost of the Program.
 - b. For those RNs who resign from employment at the Hospital or who are terminated from employment at the Hospital for just cause prior to successful completion of the Program, reimbursement for the cost of the Program will be prorated based on the length of time the RN participated in the Program.
 - c. RNs who are terminated from the Program or employment at the Hospital prior to the successful completion of the Program or the exhaustion of the two-year commitment period will not be required to reimburse the Hospital for the cost of the Program pursuant to this paragraph until after conclusion of the grievance and arbitration procedure.
10. If an RN takes a leave of absence during the two-year commitment, the length of the commitment will be extended by the amount of time of the leave of absence.
11. Program RN positions are not guaranteed and are subject to all terms and conditions within the Collective Bargaining Agreement unless inconsistent with this Side Letter.

12. The Program may include additional terms which are not inconsistent with this Side Letter.

13. As of June 30, 2018, the cost of the program in each area is as follows:

- a. ICU: \$26,892.00
- b. Operative Services: \$78,752.00
- c. Labor and Delivery: \$35,529.60
- d. Emergency Services: \$21,179.52
- e. Medical-Surgical/Telemetry: \$23,343.00

Effective July 1, 2018, the cost of the program in each area shall not exceed forty-five thousand dollars (\$45,000.00). The costs above may be modified, in the sole discretion of the Hospital, so long as they do not exceed forty-five thousand dollars (\$45,000.00).

SIDE LETTER

LATERAL VIOLENCE AND ANTI-BULLYING

Within 6 months of the effective date of the Agreement, the Hospital will provide lateral violence and anti-bullying training for all employees. The Hospital will include it on HealthStream as part of the mandatory yearly modules.

CONSTITUTION

AND

BY-LAWS

of

LOCAL #5186

The Health Professionals and Allied Employees

AFT/AFL-CIO

**Ratified by membership of Local # 5186
May 26, 2011**

LOCAL 5186
CONSTITUTION & BY LAWS

ARTICLE I. NAME

The name of this organization shall be **Health Professionals and Allied Employees, AFT/AFL-CIO, Local # 5186**

ARTICLE II. OBJECTIVES

The objectives of this organization shall be as follows:

- A. To provide representation for all its members to bargain collectively with respect to wages, hours and working conditions of employment, to negotiate written agreements with the employer relating thereto and to achieve benefits and working conditions at all levels commensurate with the skills and expertise required of its members.
- B. To maintain and improve employment standards related to members and to critically examine and evaluate all new developments relating to their professions and all legislation which may have an effect upon the membership.
- C. To enable members to speak with a common voice on matters pertaining to their professional and common interests.
- D. To collaborate with other labor organizations and the community to promote awareness of issues of mutual concern.
- E. To promote the health, wealth and safety of all members and to take such action as may be necessary to protect the interest of the organization and each of its members and affiliates.
- F. To seek appropriate recognition of the education and skill required of its members in all specialized professional and allied occupations and to formulate and adopt such ethical practices and personnel practices to elevate the status of all members.
- G. To develop and maintain a communication network to adequately inform the membership of common concerns, benefits and opportunities in an efficient and timely fashion.
- H. To ensure that high standards of care are maintained and that opportunities for professional advancement are offered to members.
- I. To ensure equal treatment for the membership without regard to race, religion, creed, gender, color, sexual orientation, nationality, or age; and to protect the membership from discrimination in these areas.
- J. To encourage the widest participation of members so that the Local's leadership bodies and activities adequately represent and reflect the full range and diversity of members' views, interests and concerns.
- K. To engage in all other lawful and incidental activities and to take such other action as shall be necessary to effectuate the aforesaid objectives of this organization.
- L. To develop an effective channel of communication between the employer and our members.

ARTICLE III. JURISDICTION

The jurisdiction of Local 5186 shall include all health professionals and allied employees at Christ Hospital.

ARTICLE IV. MEMBERSHIP

Section 1: Qualification

- A. All employees who are within the jurisdiction of Local 5186 shall be eligible for membership so long as they agree to abide by the constitution and bylaws. No person shall be denied membership on the basis of race, creed, color, gender, sexual orientation, age, marital status, political beliefs, national origin or religion.
- B. All other individuals who wish membership with HPAE may apply, in writing, to the Executive Board of Local 5186. This membership application is subject to a membership vote for acceptance.

Section 2. Dues

All members shall pay an initiation fee and dues as set by the State Federation to the State Federation.*as* determined by State Constitution and By-Laws.

Section 3. Assessments

A per capita assessment, in addition to dues, may be proposed by either the State Executive Council or by action at a meeting of the local union. When such an assessment is proposed a notice shall be mailed to the members in good standing at least two weeks in advance of the secret ballot vote on the issue. To be enacted, the amount and method of payment must be approved:

- A. By a majority vote of its members in good standing present at a regular or special meeting; or
- B. By a majority vote of members in good standing in a secret ballot referendum vote.

Section 4. Maintenance of Membership

A member who leaves the jurisdiction of this local may resign as an active member. Arrangements may be made to maintain an inactive membership status through the State Federation.

Section 5. Termination of Membership

A member who remains in the jurisdiction of the Local and elects to resign membership shall follow the procedure set forth below:

- A. (1) On an annual basis, a member may resign during the thirty calendar day period next preceding the said member's anniversary of the most recent membership application. Such time period shall commence on the thirtieth day preceding the anniversary date and shall terminate on the anniversary date of said membership application; or,
- (2) In addition to provision A (1) above, a member may resign during the first five days of January each year, exclusive of holidays and weekends.

- B. All resignations must be accomplished in accordance with the procedure specified herein.
- (1) All resignations shall be in writing and shall be sent by registered mail only, postmarked on the dates set from above.
 - (2) Such registered letters shall be sent to the main HPAE office and shall be addressed to the Local Union's President.
 - (3) Such registered letters shall clearly state the intention to resign. Such statements shall be accompanied by the said member's current address, work location and assignment. Such letters shall contain the signature of the member seeking to resign. Members seeking to resign may include reasons for resignation.
 - (4) All letters of resignation shall be accompanied by an authorization revoking the deduction of dues and the intent to no longer pay membership dues. Such letters of revocation of dues deduction authorization must also be sent to the said member's employer who makes such deductions at the same time such letters are sent to the Union.
- C. Any failure to fully comply with each and every element of the above procedure shall void the resignation effort and said resignation effort shall have no force or effect.
- D. Any member who resigns pursuant to the procedure set forth above shall not, from that time forward, be caused to bear any financial obligation for non-collective bargaining activity as per the law. Any required financial adjustments shall be made as soon as possible.

Section 6. Reinstatement of Membership

Reapplication for membership to this Local may be made at any time by submitting a new application which may include reasons for both resignation and reinstatement. Along with the application for membership, payment of dues and initiation fees as set forth in Section 2 of this article shall be included.

ARTICLE V. MEETINGS

Section 1. Regular Membership Meetings

Regular meetings of the general membership shall be held semiannually and as necessary as determined by the Local Executive Board.

Section 2. Special Membership Meetings

A special meeting of members may be called at any time by the Local Executive Board or by written request of 25% of the membership. Only those items set forth in the notice of a special meeting shall be discussed and acted upon at such a meeting.

Section 3. Notice

Written notice of each meeting, regular or special, shall be mailed to each member and/or posted on an HPAE bulletin board no less than three days prior to the meeting. **For regular meetings notification shall be given no less than 14 days prior to the meeting.**

Section 4. Open and Closed Regular or Special Meetings

Each meeting, regular or special, shall be restricted to members only unless otherwise stated on written notice. Determination for an open meeting is to be made by the Local Executive Board or by written request of 25% of the membership.

Section 5. Quorum

A quorum for the transaction of business at a regular or special meeting shall be defined as follows:

- a. One half or more of the Local Executive Board plus a sufficient number of members so that the total number of officers and other members equals 10% of the members in good standing.
- b. In the absence of a quorum, business may be discussed and minutes taken but no vote shall be taken on any issue.

Section 6. Local Executive Board Meetings

Regular meetings of the Local Executive Board will take place bimonthly. Additional meetings may be scheduled as necessary by the President.

ARTICLE VI. EXECUTIVE BOARD, OFFICERS and REPRESENTATIVES

Section 1. Executive Board

The Local Executive Board shall be the governing body of the local. It shall supervise the affairs of the local and shall have the authority to make rulings and adopt policies not covered by the Constitution and By-Laws which are consistent with the provision of the Constitution and By-Laws. The Executive Board shall consist of four elected officers: President, Vice-President, Secretary, Treasurer, and the four appointed committee chairs: Grievance Committee Chair, Staffing Committee Chair, Labor Management Committee Chair, and COPE Committee Chair.

Section 2. President

The President will be the principal officer of the local. It shall be the President's duty to administer the affairs of the local and to execute policies established by the local. The President shall preside at all meetings of the membership and serve as ex-officio member of all committees, may appoint chairpersons of committees and shall discharge all duties incidental to the office of President. The President shall also serve as the Second Vice-President on the State Executive Council of the State Federation and shall be eligible to serve on the Executive Committee of the State Federation in accordance with the State Federation Constitution. The President shall be a delegate to the State and National Convention.

Section 3. Vice President

The Vice President will perform all duties of the Office of Vice President so designated by the President. In the absence of the President the Vice President shall perform all the duties of the President and when so acting shall have all the powers of and be subject to all the restrictions upon the President. The Vice-Presidents shall be delegate to the State and National Conventions.

Section 4. Secretary

The Secretary shall keep or cause to be kept an accurate record of minutes of the meetings of the Local and shall give or cause to be given notices of all meetings in accordance with these By-Laws. The Secretary shall be responsible for the Local newsletter, and shall in general perform all duties incidental to the Office of Secretary. The Secretary shall be a delegate to the State and National Convention.

Section 5. Treasurer

The Treasurer shall supervise the maintenance and distribution of all funds of the Local and shall keep accurate and current records of such funds. The Treasurer shall keep all financial records on a permanent basis. The Treasurer shall work with the State Federation Secretary/Treasurer in developing and implementing a budget, and shall in general perform all duties incidental to the office of Treasurer. The Treasurer shall be a delegate to the State and National Convention.

Section 6. Grievance Chairperson

The President shall appoint a member, subject to the approval of the Local Executive Board, to serve as Grievance Chairperson. The primary responsibility of the Chairperson will be the grievance handling for bargaining unit members. The Grievance Chairperson will establish and train a grievance committee. The Grievance Chairperson will serve on the Executive Council in accordance with the State Federation Constitution.

Section 7. Representatives

The Local Executive Board will determine the number of unit representatives and their assignments. The role of the unit representative is to assist members with grievance handling, provide communications between membership and Local Executive Board, update bulletin boards and recruit and orient new members about the union.

Section 8. Vacancies

In the event that a vacancy occurs in any elected position, such vacancy shall be filled as soon as practicable in the following manner.

A. In the event of a vacancy of the President, the Vice President shall fill the position until such time as a special election may be held.

B. In the event of a vacancy of another officer the President, subject to the approval of the Local Executive Board, shall appoint a member to fill the position for the duration of the term.

Section 9. Reimbursement for Union Business

Any officer, representative or member attending to the duly authorized union business will be reimbursed for expenses incurred such as tolls, mileage and parking according to the Local's Rebate Policy and State Policy.

Section 10. Term of Office

Term of office shall be for two years.

Section 11. Eligibility

No member who has attended less than one-third (1/3) of the regular or special meetings of the Local shall be eligible to run for elected office of the Local.

Section 12. Performance of Duties

Each officer has the responsibility to insure that the other officers are performing their roles and duties as outlined in this Constitution.

ARTICLE VII. COMMITTEES

Section 1. Appointment, Number and Term

The committees of the Local shall be standing or special committees. Each standing committee shall consist of no less than three (3) active members. The President shall appoint the committee chairperson, the committee members by the chairperson of the committee, all subject to the approval of the Local Executive Board. Each standing committee member's term shall be concurrent with the Executive Board's term of office. Each standing committee shall hold meetings as designated by the committee chairperson. Each standing committee chairperson shall report directly to President and shall serve on the Local Executive Board.

Section 2. Standing Committees

A. Labor Management Committee

The Labor Management Committee shall meet, at least semi-annually, and present issues to management, which are of general concern to the membership. It shall consist of the President and two (2) members appointed by the chairperson, subject to the approval of the Local Executive Board.

B. Staffing Committee

The Staffing Committee shall meet at least quarterly, and address issues pertaining to staffing in the bargaining unit and the hospital.

C. Committee on Political Education (COPE)

This committee shall be responsible for following legislation and political activity that may have an impact on the Local. The committee shall participate on the State Federation's COPE committee. The committee will make recommendations to the Local Executive Board regarding the Local's participation in legislative and political issues. The committee will coordinate community education and outreach on these issues.

D. Grievance Committee

This committee shall hear and investigate all complaints and grievances and shall recommend to the Local Executive Board such actions, as it deems necessary. The committee has the authority to activate a grievance following the prescribed form in the contractual agreement.

Section 3. Special Committees

Special committees may be appointed by the President with the approval of the Local Executive Board for such special tasks as warranted. Special committees shall be limited to the activities necessary to accomplish the tasks for which they were created and upon completion of such tasks, shall be discharged.

A. Committee on Negotiations

On behalf of the membership, this committee shall investigate and formulate proposals which are supported by the membership as a basis for entering into negotiations with the Employer. The President will chair this committee and will determine the number of committee members. The committee will bargain in good faith as representatives of the membership and shall have the authority of the membership to negotiate a contract which it shall present for ratification to the general membership. In the event a satisfactory tentative agreement between the negotiating committees from the Local and the employer are not reached, the membership of the local may consider and authorize actions which are not in conflict with this Constitution and By-Laws.

B. Committee on Nominations and Elections

This committee will be composed of members in good standing who shall formulate all the rules and procedures for the conduct of elections. No member of this committee can also be a candidate in an election while the member is serving on the nominations committee.

C. Constitution and By-Laws Committee

This committee shall be responsible for reviewing, interpreting and evaluating the need for amendments to this constitution and by laws.

ARTICLE VIII. STRIKES AND JOB ACTIONS

Section 1. Local Membership Authorization

The Local membership may authorize job actions or other concerted activity including but not limited to a strike as a means of resolving deadlocked negotiations or other disputes provided the procedures outlined in Article VIII, Section 2 have been followed.

Section 2. Voting Procedure

- A. The decision to engage in a job action or other concerted activity must be authorized by the Local membership involved through a simple majority of votes cast by secret ballot.
- B. The decision to engage in a job action or other concerted activity will be limited solely to those members who are employees of the particular institution or employer in question.
- C. Notice, by mail and posting, shall be given to all eligible members at least three days prior to the vote.
- D. Voting will be conducted by secret ballot at a membership meeting. If a meeting is not possible, voting may be conducted by mail.

ARTICLE IX. RATIFICATION OF CONTRACT

The ratification of a negotiated collective bargaining agreement will be accomplished:

- A. Upon reaching a tentative agreement with the employer, a general membership meeting will be scheduled.
- B. By secret ballot, a majority of ballots cast in favor shall be required to ratify any tentative agreement arrived at by the negotiations committee.

ARTICLE X. OFFENSES, DISCIPLINE AND HEARING

Section 1. Offenses

It shall be an offense against the Local for any member to commit any acts which are seriously detrimental to the union including but not limited to the following:

- A. For any member to knowingly make any false statements or misrepresentations in or in connection with said member's application for membership.
- B. For any member to knowingly violate or to conspire or attempt to violate the Constitution and By-Laws of the organization, any laws promulgated there under or any lawful order of the Executive Council of the State Federation.
- C. For any member to knowingly work for an employer against whom a strike has been called, unless supported by membership vote.
- D. For any member to interfere with the performance of legal or contractual obligations of the Union or its affiliates, or the officers thereof.
- E. For any member to interfere with the performance of legal or contractual obligations of the Union or its affiliates, or the officers thereof--or to commit a crime or defalcation against the union.

Section 2. Discipline

- A. The term "discipline" when used in this Article, shall include without limitation a fine, suspension or removal from office, disqualification to run for office, suspension or expulsion from membership or any combination of the foregoing.
- B. In addition, the penalty for any violation resulting in a wrongful loss of property or money to any individual or the union may include a provision for reimbursement to the body suffering the loss.

Section 3. Charges

- A. Charges against a member of the Local for any violation of the provisions of this Constitution and By-Laws must be made in writing, signed by the members making such charges and presented to the Local Executive Board within six (6) months of the occurrence of the offense or knowledge of occurrence of the offense.
- B. In the case where charges are filed against an officer, such charges will be presented to the highest ranking officer who is not named in the charges.
- C. The officer receiving such charge will forward a copy to the member or officer cited by registered mail to the last known address of the charged party. A copy of such charge shall be forwarded to the Executive Committee and Co-presidents.

Section 4. Investigation and Due Process

- A. Within a thirty (30) day period of time of the mailing of the charge, a hearing will be scheduled All parties will be notified of such date, time and place by mail.
- B. An Investigation Committee will be formulated comprised of Local Representatives and/or members not to exceed five (5) in number, and appointed by the Executive Committee of the State Federation.
- C. The charged party may challenge any member of the Investigation committee because of the interest or bias by submitting a challenge in writing to all members of the Investigation Committee and to the Executive Committee of the State Federation. If any challenged member does not request to be excused, the appointing authority shall review the merits of the challenge and, where the claim of interest or bias is sustained, shall cause the member to be relieved of serving. In event a vacancy occurs because of a request to be excused or because of removal for interest or bias, such vacancy shall be filled by appointment from the Executive Council of the State Federation in accordance with this Article.
- D. Either party may choose any other member, an interested third party, or an attorney to represent said member at the hearing.
- E. If insufficient evidence is presented against the charged party, the Investigation Committee shall dismiss the charge.
- F. If the charged party does not appear, the Investigation Committee nevertheless may, if presented with evidence sustaining the charge, make a finding of guilt and impose a punishment.
- G. The Investigation Committee may postpone the hearing for good cause shown.
- H. The burden of proof is on the charging party. Decisions shall be based only upon facts presented to the Investigation Committee during the proceedings and a finding of guilt shall only require a preponderance of the evidence.
- I. A stenographer may be present if requested by either party, seven (7) days prior to the hearing. The party requesting the transcript will assume the costs and will provide a copy to be distributed to the Investigations Committee and a copy to the other parties.

J. The Investigation Committee will determine the truth of the charges by majority vote and will announce its verdict and punishment at that time. A report will be prepared within fourteen (14) days thereafter and sent by registered mail to the parties involved.

K. Parties not complying with a verdict and punishment within thirty (30) days of receipt of notice thereof, shall be expelled from membership. However, if an appeal has been instituted during that thirty (30) day period, punishment shall not be imposed pending determination of the appeal.

L. Any disciplinary action taken by the Local maybe appealed to the Executive Committee, in writing by certified mail within thirty (30) days of the verdict or within such time and in such manner as designated by the Executive Committee.

Section 5. Authority

A. Locals have the option to refer charges initiated at the local level to the Executive Committee for appropriate action. In addition, the Executive Committee may exercise any independent jurisdiction it may maintain under its By-laws or Rules as they concern disciplinary or membership matters.

B. Nothing contained herein shall be in conflict with the State Constitution and By-Laws.

ARTICLE XI. AMENDMENTS

This Constitution and By-Laws may be amended by a vote of two-thirds of those members voting in person at any regular or special meeting or by mail ballot provided that at least two weeks in advance of any proposed amendment each member has been notified in writing or such topic has been posted.

ARTICLE XII. SAVINGS CLAUSE

If any provision of this Constitution and By-Laws is found to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions of this Constitution and By-Laws.

Ratified by membership of Local# 5186
Health Professionals and Allied Employees
AFT/AFL-CIO, May 26, 2011