HPAE

Representing LPN/TECHS
Palisades Medical Center

Agreement between

Health Professionals and Allied Employees

AFT/AFL-CIO

and

Palisades Medical Center

June 1, 2021 through May 31, 2024

Health Professionals and Allied Employees

110 Kinderkamack Road
Emerson, New Jersey 07630

(201) 262-5005

STATE OFFICERS

Debbie White	President
Barbara Rosen	First Vice President
Alexis Rean-Walker	Secretary/Treasurer

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AGREEMENT

This Agreement made on May 30th, 2021, by and between PALISADES MEDICAL CENTER, hereinafter referred to as the "Medical Center" and the HEALTH PROFESSIONALS AND ALLIED EMPLOYEES, AMERICAN FEDERATION OF TEACHERS, AFL-CIO, hereinafter referred to as the "Union".

WITNESSETH

Whereas, it is the intent and purpose of the parties hereto to maintain, promote and improve the industrial and economic relations between the Medical Center and its employees and to establish a basic understanding relative to rates of pay, hours of work and other conditions of employment.

Now, therefore, the parties hereto mutually agree as follows:

1. UNION RECOGNITION

1.1 The Medical Center hereby recognizes the Union as the sole and exclusive bargaining agent on behalf of all the employees in the collective bargaining unit.

1.2 The collective bargaining unit is defined as follows: All regular Full-Time, regular Part- Time and Per Diem technical employees including LPNs and GPNs, X-ray technicians, Nuclear Medicine technicians, Ultra Sound technicians, CAT Scan technicians, Special procedure technicians, Laboratory technicians, non-certified Histologists, EEG/Evoked Potential technicians, Physical Therapy Assistants, Maternal Child technicians, Nurse technicians, Pharmacy technicians, Cardiac Ultrasound technicians, Vascular technicians, Phlebotomists, OR Tech, Senior OR Tech, EKG technicians, Sr. EKG technicians and Mammography Tech employed by the employer at its North Bergen, New Jersey facility, including the existing mental health facility, but excluding office clerical employees, service and maintenance employees, registered nurses and other professional employees, students, Vice Presidents, Assistant Vice Presidents, Administrative Directors, Assistant Administrative Directors, Coordinators and other supervisors and guards as defined in the National Labor Relations Act.

1.3 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 of the Medical Center or a merger of the Medical Center, this Agreement and its terms and conditions shall be binding on all parties including the successor entity for the life thereof to the extent legally permissible.

The Medical Center will notify the Union of a signed letter of intent to affiliate, merge, or consolidate with another institution or organization within fourteen (14) calendar days of the signing of the letter of intent.

1.4 The terms "employee" or "employees" used in this Agreement shall refer to those in the bargaining unit set forth in Section 1.2 hereof.

1.5 The Medical Center and the Union agree to the following for the term of this current Agreement. The Medical Center shall not assert or challenge the supervisory or non-supervisory status of Registered Nurses, Charge Nurses, Senior or Lead employees as defined in Section 2 (11) of the National Labor Relations Act.

The job duties of Registered Nurses, Charge Nurses, Senior or Lead employees at the Medical Center shall not be considered supervisory/managerial duties as defined by the National Labor Relations Board. This Agreement shall expire on the last day of this current Agreement and does not interfere with the Medical Center's future rights under law.

Bargaining unit work will not be assigned to non-bargaining unit employees if such assignment would result in the reduction of hours, layoff or abolishment of positions of bargaining unit members. This does not limit the Medical Center's ability to train and develop employees or maintain the efficiency of the operation.

2. UNION SHOP AND CHECK OFF:

2.1 It shall be a condition of employment that all employees of the Medical Center 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, and those who are not members on the effective date of this Agreement shall, on the thirtieth calendar day following the effective date of this Agreement, become and remain members in good standing in the Union.

It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirtieth calendar day following the beginning of such employment become 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.

The failure of any person to become a member of the Union at the required time shall obligate the Medical Center, 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.

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

2.2 A. Full-Time and Part-Time employees shall be on probation for a period of ninety (90) calendar days. This probationary period may be increased by an additional thirty (30) calendar days at the option of the Medical Center

with notice to the Union. Accrual and usage of benefits shall not be affected by this thirty (30) calendar day extension.

B. The Medical Center shall have the right to discharge employees during their probationary period with or without cause, and such discharge shall not be subject to the grievance and arbitration procedures of this Agreement.

Upon the satisfactory completion of probationary period, employees shall be placed upon the seniority list as of their hiring dates.

2.3 Upon receiving the written authorization of an employee, the Medical Center agrees to deduct from each paycheck membership dues/fees in such amounts as shall be fixed pursuant to the by-laws and constitution of the Union during the full term of this Agreement and any extension or renewal thereof.

The Medical Center agrees that it shall forward to the Union, by the 25th of the month following the month for which the dues are collected, a check representing such Union dues and a list of names of employees from whom the deductions were made, the amount deducted, hourly rate of pay and the number of hours worked.

All information will be provided to the Union by hard copy and in computer diskette form compatible with the specifications given by the Union.

2.4 The Medical Center agrees to notify the Union with the monthly check-off list of the hire of all employees, their addresses, classification, rate of pay, last four digits of social security number and the date of birth. The Medical Center shall also inform the Union of changes in the status of employees on the payroll (i.e., full-time to part-time, leave of absence, etc.) and removals from the payroll.

The Medical Center shall provide new employees with a dues deduction authorization form, supplied by the Union, at the end of thirty (30) calendar days of employment and shall forward the signed authorization form to the Union office.

2.5 The Medical Center shall provide to the Union the following information for all new hires monthly, the employee's name, address, phone number, classification, rate of pay, last four digits of social security number or employee ID number, and date of birth. The Medical Center will notify the Union of changes in the status of employees on the payroll (i.e. full-time to part-time, leave of absence, terminations) monthly.

The Medical Center shall provide an updated list of bargaining unit employees every six (6) months, in January and July that shall include employee's name, address, phone number, classification, department rate of pay, last four digits of social security number/employee ID number, date of hire and date of birth. The Medical Center will notify the Union in writing of an employee's retirement and provide the Union with the last known address.

All information shall be provided on an Excel spreadsheet as an attachment to an email.

One (1) year from the signing of this Agreement, the Employer will include only the last four (4) digits of the employee's social security number in place of the full social security number. Two (2) years after the signing of this Agreement, the Employer will no longer be required to provide the last four (4) digits of the employee's social security number.

2.6 The Union agrees that it will indemnify and hold the Medical Center harmless from any recovery of damages sustained by reason of any action taken under this Article.

2.7 The Medical Center will provide payroll deduction for HPAE's Committee on Political Education (COPE). Upon receipt of a voluntary, duly authorized check-off authorization, the Medical Center 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 no less than one (1) time per month and no later than one (1) month following the deductions.

3. CONDUCT OF UNION BUSINESS:

3.1 Non-employee authorized Union representatives may enter the Medical Center for the purpose of investigating grievances and ascertaining whether the provisions of this Agreement are being complied with, provided there is no interference with patient care or interruption of work or administration of the Medical Center, and provided further, that prior to entering the Medical Center proper, they shall first obtain authorization from a designated representative of the Medical Center.

3.2 The Medical Center will provide a bulletin board in the following areas: 1st floor near the employee entrance, 2nd floor near the time clock, Dietary locker room, and 5th floor, current offsite Physical Therapy location and the mental health facility. It is understood that due to possible renovations these locations might change. Such bulletin board will have a glass door that may be locked for the exclusive use of the Union, provided no derogatory or political material is posted thereon. The Union shall provide the Medical Center with a copy of all material to be posted by the Union simultaneous with its being posted.

3.3 The Medical Center shall provide a mailbox for Union use, which may be locked, to be located by the time clock.

3.4 Employees who attend Labor-Management Committee, Health and Safety Committee, Workplace Violence Committee, Safe Patient Handling Committee meetings and grievance meetings during their regularly scheduled hours shall be

allowed time off without loss of pay for the purpose of attending these meetings. Such working time spent in attendance shall be considered as time worked for the purpose of calculating overtime.

3.5 Orientation of New Employees – The Union shall be given the opportunity to address new employees as a formal part of the orientation process. The Union will provide the Medical Center with the agenda of such presentation.

3.6 Recognizing the Union's need to conduct Union business and the possibility that its officers might be elected from any of the three (3) separate bargaining units, the duly elected Union officers or their designee (who shall come from outside the officer's unit of work, unless no designee outside the unit would be appropriate) will be permitted a grand total of fifty (50) paid work days off each year. These fifty (50) paid work days shall be limited to local Union business, conferences, educational purposes, and Union meetings and do not accrue or carry over from year to year.

The Union will schedule this time two (2) weeks in advance through the Human Resources Division.

Management, insofar as is possible, will not unduly deny requests due to occasional unforeseen events. This time will count as time worked.

4. UNION REPRESENTATIVES:

4.1 The Medical Center recognizes the right of the Union to designate representatives in such number as are necessary for the enforcement of this agreement but not to exceed twenty (20) representatives including a chairperson.

4.2 The authority of representatives so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

A. The investigation and presentation of grievance in accordance with the provision of the collective bargaining agreement.

B. The transmission of such messages and information which shall originate with, and are authorized by the local Union or its officers.

4.3 Union representatives will to inform their supervisor when they are leaving their work area prior to leaving to conduct Union business and approximately when they expect to return.

4.4 Representatives have no authority to take strike action, or any other action interrupting the Medical Center operation, except as authorized by official action of the Union.

4.5 All correspondence addressed to the Medical Center for the President from the Union shall be directed to the President.

5. SENIORITY:

5.1 Seniority is defined to mean the length of continuous service with the Medical Center from the date of last hiring.

5.2 Irrespective of their seniority, the Union officers shall be the last ones laid off and the first ones rehired, provided that they are qualified to fill such jobs that are available to them.

5.3 LAYOFF/REDUCTION OF HOURS:

A. Should a layoff or reduction of hours be necessary, the anticipated length and reasons for such shall be sent to the Union. Such notification shall be given as soon as possible. A minimum layoff notice of twenty (20) calendar days shall be provided to the Union, the affected employees and those who might be affected, except in cases of an unplanned layoff.

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

B. At the request of the Union, the Medical Center will meet with the Union to discuss any matters the Union has concerning the layoff or reduction of hours.

C. In case of a layoff in a particular patient care area (unit or department), layoff shall be by Medical Center-wide seniority in the patient care area to be affected, provided the remaining employees have the skill and ability to perform the remaining available work. The Medical Center may not be arbitrary in evaluating the skill and ability of the employees to perform the remaining available work.

D. In case of a layoff, the following procedure shall be applied to an affected employee in order of Medical Center-wide seniority:

1. The Medical Center will first seek volunteers. If there are no volunteers, then,

2. The most senior affected employee shall be offered a choice of any vacant position for which s/he has the qualifications and abilities to perform the job. Rather than deny an employee the right to move into a vacant position that the employee has most but not all the qualifications needed, the Medical Center will make its best efforts on a case-by-case basis to allow the employee a reasonable training period in the vacant position.

After an employee has completed a reasonable training period and s/he is not able to perform the job then s/he may continue to exercise their layoff rights as per Article 5.3D.

3. If the employee refuses a vacant comparable [same shift, classification (i.e., part-time or full-time), job title, and rate of pay] position, s/he will be placed in a layoff status.

4. If there is no comparable vacant position for which the affected employee has the ability to perform, the employee may bump as follows provided s/he has the necessary qualifications and abilities to perform the job. Rather than deny an employee a requested bump into a position that the employee has most but not all of the qualification needed, the Medical Center will make its best efforts on a case-by-case basis to allow that employee a reasonable training period in the position.

   After an employee has completed the reasonable training period and s/he is not able to perform the job then s/he may continue to exercise their layoff rights as per Article 5.3D.

   a) A Full-Time employee can bump the least senior Full-Time or least senior Part-Time employee at the option of the affected employee.

   b) A Part-Time benefit eligible employee can only bump a Part-Time benefit eligible employee. A Part-Time non-benefit-eligible employee can only bump a Part-Time non-benefit-eligible employee.

   c) A laid off employee is eligible to work in the per diem float pool.

   d) The most senior employee may bump the least senior employee on the same shift and in the same classification (i.e., Full-Time or Part-Time). If there is no less senior employee on the same shift and in the same classification who the employee can bump, then,

   e) Viewing the employees on the other shifts as one group, the most senior employee may bump the least senior employee in this group in the same job title.

5. If the employee chooses not to bump the least senior person in the bargaining unit pursuant to Article 5.3 (D)(4), the employee will have been deemed to have waived his/her bumping rights and will be placed in a layoff status.

6. Each affected employee will have two (2) working days from the date of notification of layoff and bumping options in which to advise the Medical Center whether or not they intend to bump.

7. All layoffs will occur on the designated effective date of the layoff, provided the appropriate notice has been given. Bumping rights will not be affected by the layoff.

   Employees who are in the process of exercising their bumping option after notice of layoff and who successfully bump, will be entitled to use accrued but unused paid time off ("PTO"), or holiday time for time missed from work because of a delay in the process, up to a total of ten (10) days.

8. The Medical Center shall send notice of layoff to the affected employees either by personal delivery in the Medical Center 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 Medical Center.

9. The accrual, maintenance and use of seniority and benefits will be the same as if an employee was on an unpaid leave of absence.

E. In the case of a reduction of hours in a department or unit, the Medical Center will first seek volunteers, then,

1. The least senior employee in the unit or department will have their hours reduced, provided the remaining employees have the necessary skills and ability to perform the remaining available work.

2. If the employee does not wish to take a reduction of hours, s/he will be offered a choice of accepting any vacant position for which s/he possesses the necessary skill and ability to perform.

3. If there are no vacant comparable positions for which the employee has the ability to perform, the affected employee may bump the least senior employee on his/her shift, provided s/he has the necessary skills and ability to perform the job. The affected employee may only bump into a position whose hours are fewer 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.

F. No Per Diem will be used to replace a laid off Full-Time or Part-Time employee or a Full-Time or Part-Time employee whose hours have been reduced. This provision does not affect the Medical Center's right to hire and use Per Diems.

5.4 RECALL: Employees in a recall status will have first preference for any vacant position for which they have the ability and skills to perform. Employees will be recalled in the reverse order in which they were laid off.

5.5 Employment shall be deemed terminated and seniority shall be deemed broken under the following circumstances:

A. When an employee is laid off for a continuous period equal to his/her length of service or one (1) year, whichever occurs first;

B. When an employee is discharged for cause;

C. When an employee voluntarily quits his/her job;

D. Extending a leave of absence without prior notification to Medical Center Human Resources and the employee's manager;

E. Working for another employer on or off the books while on a medical or workers' compensation leave of absence.

F. In rehiring after layoff, the Medical Center shall send notice to the employees by certified mail or telegram to the last known address appearing on the Medical Center's records. If within three (3) days of receiving such notice, an employee fails to report, the job may be permanently filled. If the employee contacts the Medical Center within ten (10) days after notification, s/he is then eligible to be recalled to the next available position. If during this period, the employee fails to contact the Medical Center, s/he will be deemed as having voluntarily resigned; or.

G. When an employee has not been returned to work within six (6) months from the date they were ready to return from a leave of absence, but in no event more than eighteen (18) months from the date of commencement of the leave of absence.

5.6 The Medical Center shall maintain a seniority list showing the names of employees, date of hire, classification and department and shall keep such list current. The Medical Center shall provide a copy of said list to the Union every six (6) months.

6. LEAVE OF ABSENCE:

6.1 Leave of Absence

Hackensack Meridian Health (HMH) employees may be eligible for and granted paid and unpaid leaves of absence for a variety of reasons, including health (employee's own or a family member's), education, military duty, and personal. For most leaves, employees must have completed at least one (1) year of service with HMH by the commencement of the leave and have declared intent to return to work after the leave. Eligibility for benefits during the leave, length of leave, and other conditions depend upon the circumstances of the leave and certain other qualifying factors.

Employees must notify their manager of their intent to take a Leave of Absence and must certify or provide documentation regarding the reason for the leave by contacting HMH's Absence Management Administrator to initiate a claim for a leave of absence. Employees also have the option of filing a claim on-line 24/7.

Employees are required to provide the intake coordinator with certain information to start the claim process. Approval of the leave will be dependent upon providing the proper documentation to HMH's Absence Management Administrator and the Administrator will promptly notify the team member of the team member's rights and obligations (including documentation, certifications, and recertification obligations), and eligibility for the requested leave based on hours, service and remaining leave time available.

Additional forms of leave not described in this policy may be available to employees. Employees with any questions about leaves not addressed in this article or answered by HMH's Absence Management Administrator and its administrative processes should contact Team Members Support Services Center.

I. FEDERAL FAMILY AND MEDICAL LEAVE ACT

In accordance with the federal Family and Medical Leave Act ("FMLA"), HMH provides eligible team members with up to 12 weeks of unpaid medical and family leave during the 12-month period and up to 26 workweeks to care for a Covered Service member or for a military exigency. At the conclusion of the leave, subject to some exceptions, a team member generally has a right to return to the same or an equivalent position.

A. Leaves Available

Eligible team members may take up to a total of 12 weeks of unpaid leave during the 12-month leave period for any one or more of the following reasons:

1. The birth, adoption or placement for foster care of the son or daughter of a team member, and to care for such child;

2. A serious health condition of a spouse, son, daughter or parent of a team member if the team member is needed to care for such family member;

3. A serious health condition of a team member that makes a team member unable to work. Generally, the incapacity must result in the team member's inability to work for more than three consecutive days;

4. Any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the team member is on active duty, or has been notified of an impending call to active duty status in support of a contingency operation ("qualifying exigency leave").

The determination of a "serious health condition" is governed by applicable law.

In addition, eligible employees who are the spouse, son, daughter, parent or next of kin of a Covered Service Member shall be entitled to a total of 26 workweeks of unpaid leave during a single 12-month period to care for the Covered Service Member ("military caregiver leave"). For purposes of military caregiver leave only, the 12-month leave period shall run forward from the first day of leave. During this single 12-month period, an eligible employee who qualifies for leave to provide care for the Covered Service Member shall be entitled to no more than a combined total of 26 workweeks of leave.

B. Definitions

"Covered Service Member" refers to a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.

"Eligible Team member" refers to an individual who has been employed by HMH for at least 12 months, has worked at least 1250 hours during the preceding 12-month period, and is employed at a worksite with at least 50 team members within 75 miles of that worksite.

"Next of kin" refers to the nearest blood relative of the individual.

"Qualifying Exigency" refers to a number of broad categories of reasons and activities, including short-notice deployment, military events and related activities, child care and school activities, financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, and additional activities agreed to by the employer and the team member.

"Serious Health Condition" refers to an illness, injury, impairment or physical or mental condition that involves either inpatient care or continuing treatment by a health care provider. It generally includes a period of incapacity due to pregnancy, prenatal care, a chronic health condition, a permanent or long-term health condition, or restorative or preventive treatment.

"Serious Injury or Illness" refers to an injury or illness incurred by a Covered Service Member in the line of duty or on active duty in the Armed Forces that may render the

member medically unfit to perform the duties of the member's office, grade, rank or rating.

"12 Month Leave Period" refers to the rolling 12-month period measured backwards from the date an employee uses FMLA leave (except for Covered Service Member Leaves.)

C. Eligibility Requirements

Any employee who has worked at HMH for 12 months or more and has worked 1,250 hours or more in the 12-month period preceding the first day of the requested leave may be eligible for an unpaid leave of absence of up to 12 weeks during the 12-month period.

Leave to care for a child after birth, adoption, or foster care must conclude within 12 months of the child's birth or placement.

If both spouses work for HMH they may only take a total of 12 weeks between them in order to care for a child after birth, adoption, or foster care or to care for a parent with a serious health condition. Each spouse may be entitled to additional leave time under other state laws, or for other qualifying reasons under the FMLA, such as the employee’s own illness or for the serious illness of the employee’s child.

D. Notice Requirements

When the leave is foreseeable, employees are required to give at least 30 days' advance notice to their leader and the leave administrator. If 30 days' notice cannot be provided, as much notice as is practical should be provided. Failure to give reasonable notice may delay the approval of the leave.

E. Certification and Reporting Requirements

An employee taking a leave to care for a family member with a serious health condition or for his/her own serious health condition, may be required to provide medical certification and to undergo periodic recertification.

For a qualifying exigency leave, the employee may be required to provide certification that the covered military member is a member of the National Guard or Reserves and is on active duty or called to active duty in support of a contingency operation. The employee may also be required to provide a certification about the nature and details of the specific exigency, the amount of leave needed, and the employee's relationship to the military member. Absent unusual circumstances, both certifications must be provided within 15 days from the date when the leave is requested.

For a military caregiver leave, the employee may be required to provide information from the health care provider and team member and/or Covered Service Member to support such leave. Absent unusual circumstances, such certification must be provided within 15 days from the date when the leave is requested.

HMH will also require periodic status reports from employees concerning their intended return date. An unexcused failure to provide requested documentation may result in the denial or suspension of the leave.

HMH may attempt to clarify or authenticate the certification or may require additional certifications to support the need for the continuation of the leave. When a leave is taken to care for a family member, HMH may require the employee to provide documentation or a statement of family relationship (e.g., birth certificate or court document) and proof of the need to care for the family member.

F. Utilization of Paid Leaves

Generally, an FMLA leave of absence is unpaid. Employees may use available Earned Sick Leave (ESL) and/or Paid Time Off (PTO) during an otherwise unpaid leave of absence, but use of ESL/PTO will not serve to extend the length of the employee's leave of absence under this policy. Employees who take leaves for their own serious health condition will be paid first from ESL banks (Current first, Frozen second) until ESL banks are exhausted. Should an employee remain disabled, short-term disability benefits will begin upon exhaustion of ESL. STD benefits will be supplemented to 100% with PTO from Frozen PTO draw-down banks first, then from accrued PTO, if time is available. In no circumstance will the current PTO accrual bank be drawn down below 80 hours. Employees who take leaves to care for a family member will be in accordance with the language below, NJ Family Leave Insurance benefits.

Depending upon the circumstances, employees may be entitled to receive workers' compensation benefits, paid family leave benefits, or other state-sponsored wage replacement benefits which pay a portion of normal compensation. These benefits will run concurrently with the employee's unpaid leave. In no circumstance shall team members receive more than 100% of salary at any time.

G. Intermittent Leaves

When medically necessary, a leave taken because of a serious health condition of a team member or a family member, or to care for a Covered Service Member may be taken on an intermittent or reduced work schedule basis. If an employee takes a leave intermittently or on a reduced work schedule basis in order to obtain planned medical treatment, the employee must, when requested, attempt to schedule the leave so as not to unduly disrupt HMH's operations. HMH may require a team member taking intermittent or reduced work schedule leave for their own or a family member's foreseeable medical treatment to transfer temporarily to an alternative position with equivalent pay and benefits better suited to the leave schedule.

Employees with approved intermittent leaves for their own health condition or during pregnancy will draw from their ESL for each intermittent leave day taken. This excludes employees taking intermittent leaves that are not for a purpose permitted under the ESL policy, for example, baby bonding, family military exigency, or military caregiver.

H. Benefits Protection and Employment

During the leave, the team member will pay for health benefits at the active premium rate for up to a maximum of 6 months. If a team member is enrolled in voluntary supplemental benefits, the team member is solely responsible for making payment arrangements with the respective insurance company. If the team member has a 401(k) loan, the team member must contact Human Resources to make payment arrangements so that the loan does not go into default. Team members should consult with Human Resources prior to taking an approved leave. If the team member fails to return to work after the FMLA leave for any reason except for medically-related extenuating circumstances beyond the team member's control, the team member must pay back all unpaid health insurance premiums. Guidelines on performance evaluation eligibility while on a qualified leave of absence can be found in Performance Management Policy.

I. Job Reinstatement

Subject to some limited exceptions, upon return from FMLA leave, team members will be returned to the position they left or to a position equivalent in pay, benefits, and other terms of employment. Individuals identified as "key team members" (the highest paid 10% of salaried team members at the work site or within a 75-mile radius of that work site) at the beginning of their leave may not be returned to their former or equivalent position, if restoration will cause substantial economic injury to HMH. Team members will be informed of their key team member status at the beginning of the leave period.

II. NEW JERSEY FAMILY LEAVE ACT

In accordance with the New Jersey Family Leave Act ("NJFLA"), HMH provides eligible team members up to 12 weeks of unpaid family leave during any 24-month period. At the conclusion of the leave, subject to some exceptions, a team member generally has a right to return to the same or an equivalent position. The following outlines team members' rights and obligations under the NJFLA and HMH's policies implementing the NJFLA. If there is a conflict between this policy and any applicable federal, state or local law, a team member will be afforded all available rights required by law.

A. Leaves Available

Eligible team members may take up to a total of 12 weeks of unpaid leave during any 24-month period for any one or more of the following reasons:

1. The birth or adoption of their son or daughter, and to care for such child; or

2. A serious health condition of the spouse, partner in a civil union, minor child, or parent/parent-in-law/step-parent, or a child over age 18 who is incapable of self-care due to a mental or physical impairment, if the team member is needed to care for such family member.

The NJFLA does not cover an employee's own serious health condition. The definition of a "serious health condition" is governed by applicable law. If a team member has any

questions about what constitutes a "serious health condition," or whether a family member is a qualifying family member under the law, please contact Human Resources.

B. Eligibility Requirements

Any team member who has worked at HMH for 12 months or more and worked 1,000 hours or more in the 12-month period preceding the first day of the requested leave may be eligible for an unpaid leave of absence of up to 12 weeks during any 24-month period. The 24-month period shall be determined by using a rolling 24-month period (measured backwards from the date a team member uses NJFLA leave). Leave to care for a child after birth, adoption, or foster care must conclude within 12 months of the child's birth or placement.

C. Notice Requirements

Team members are required to provide at least 30 days' advance notice to their leader and HMH's Absence Management Administrator of their intent to take a Leave of Absence. If 30 days' notice cannot be provided, as much notice as is practical should be provided. Failure to give reasonable notice may delay the approval of the leave.

D. Certification and Reporting Requirements

All certification and reporting requirements will be provided to the team member by HMH's Absence Management Administrator.

E. Utilization of Paid Leaves

Generally, an NJFLA leave is unpaid. However, depending upon the circumstances, team members may be entitled to receive paid family leave benefits which pay a portion of normal compensation. These benefits will run concurrently with the team member's unpaid leave. Team members may not receive more than 100% of salary at any time. Use of paid time off will not serve to extend the length of the team member's leave of absence under this policy.

Team members who take leaves to care for a family member will be paid up to a maximum of two (2) weeks of accrued, unused PTO time.

F. Coordination with other Leave Policies

In the event that additional family leave is available pursuant to federal or other state laws, this leave will also run concurrently with NJFLA leave to the extent permitted by law.

G. Intermittent and Reduced Schedule Leaves

An intermittent leave is taken in separate blocks of time due to a single illness or injury, and must be in intervals of at least one week and completed within a 12-month period.

A reduced schedule leave lessens an eligible team member's usual number of working hours per workweek. Reduced leaves must be taken in full day increments and may not be taken for more than 24 consecutive weeks. A team member may take only one reduced schedule leave per 24-month period. Team members may take intermittent or reduced schedule leaves for care of the serious health condition of a covered family member as defined above in paragraph, if certified to be medically necessary.

Team members may not take intermittent or reduced schedule leave for the care of a newborn or newly adopted child.

If a team member takes leave intermittently or on a reduced work schedule basis, for planned medical treatment, the team member must, when requested, attempt to schedule the leave so as not to unduly disrupt HMH's operations. HMH may require team members taking intermittent or reduced work schedule leaves for their own or a family member's foreseeable medical treatment to transfer temporarily to an alternate position, better suited to the leave schedule, with equivalent pay and benefits.

Staff members with approved intermittent leaves for their own health condition or during pregnancy will be able to draw from their ESL for each intermittent leave day taken after their first three leave days have been drawn from their Paid Time Off (PTO) bank in a calendar year. (For those team members eligible for PTO). This means that yearly, the first three days of the approved intermittent leave will be deducted from your PTO bank and any remaining intermittent leave days taken will come from the ESL bank. This excludes team members taking intermittent leaves, that are not for a permitted purpose under the ESL policy, baby bonding, family military exigency, or military caregiver, and is not subject to retroactive processing prior to the effective date of July 1, 2013; subject to the revised NJ ESL law.

H. Benefits Protection and Employment

During the leave, the team member will pay for health benefits at the active premium rate for up to a maximum of 6 months. If a team member is enrolled in voluntary supplemental benefits the team member is solely responsible for making payment arrangements with the respective insurance company. Team members who have a 401(k) loan, must contact Human Resources to make payment arrangements so that their loan does not default. If the team member fails to return to work after their NJFLA leave for any reason except for extenuating circumstances beyond the team member’s control, the team member must pay back all unpaid health insurance premiums.

Guidelines on performance evaluation eligibility while on a qualified leave of absence can be found in the Performance Management Policy.

I. Job Reinstatement

Subject to some limited exceptions, upon return from NJFLA leave, team members will be returned to the position they left or to a position equivalent in pay, benefits, and other terms of employment. Individuals identified as "key team members" (those team members whose base salary ranks within the highest paid five percent or whose base

salary is one of the seven highest, whichever number of team members is greater) at the beginning of their leave may not be returned to their former or equivalent position, if restoration will cause substantial economic injury to HMH. Team members will be informed of their key team member status at the beginning of the leave period.

III. NEW JERSEY STATE FAMILY LEAVE INSURANCE

A. Leaves Available

The New Jersey Family Leave Insurance (NJFLI) program provides eligible employees with up to six (6) weeks of partial pay up to a statutory maximum amount Family Leave Insurance benefits. These NJFLI benefits are payable to covered team members to:

1. Bond with a child during the first 12-months after the child's birth, when the covered individual or the domestic partner or civil union partner of the covered individual, is a biological parent of the child, or within the first 12-months of a child being placed for adoption with the covered individual; or

2. Care for a family member with a serious health condition supported by a certification provided by a healthcare provider.

Claims may be filed for six consecutive weeks, for intermittent weeks or for 42 intermittent days during a 12-month period beginning with the first date of the claim. The NJFLI program does not provide team members an additional six (6) weeks of leave entitlement beyond the 12 weeks of unpaid NJFLA leave.

Unlike NJFLA leave, NJFLI leave is not job-protected leave. Accordingly, upon returning from NJFLI leave, HMH will attempt (but is not required) to return the team member to the same or similar job at the same pay held prior to the NJFLI leave. However, a team member’s job cannot be guaranteed when returning to work from an NJFLI leave.

B. Benefits Protection

Team members will be paid up to two (2) weeks of accrued, unused Paid Time Off (PTO) for the first two (2) weeks of a continuous leave. NJFLI benefits will be supplemented to 100% of pay with PTO from Frozen PTO draw-down banks first, then from accrued PTO, if time is available. In no circumstance will the current PTO accrual bank be drawn down below 80 hours. Once NJFLI is exhausted, team member will continue to be paid through their Frozen PTO draw-down banks first if available, and then current accrued PTO bank. In no circumstance will the current PTO accrual bank be drawn down below 80 hours. Team members will be paid any accrued, unused PTO time for an intermittent leave. It will be paid at the base hourly rate for a team member's primary benefit-eligible position (excludes secondary positions which are not benefit-eligible), subject to the revised NJ ESL law.

Guidelines on performance evaluation eligibility while on a qualified leave of absence can be found in the Performance Management Policy.

C. Filing Claims

Team members covered under the New Jersey State Plan can obtain information pertaining to the program and an application for Family Leave Insurance benefits from the LOA Absence Coordinator. Team members may also contact the Department of Labor and Workforce Development: on the web at www.nj.gov/labor; by telephoning the Customer Service Section at (609) 292-7060; or by mail at PO Box 387, Trenton, NJ 08625-0387.

IV. NEW JERSEY SECURITY AND FINANCIAL EMPOWERMENT ACT

In accordance with the New Jersey Security and Financial Empowerment Act ("NJ SAFE Act"), HMH provides eligible team members with up to 20 days of unpaid leave during any 12-month period to attend to a variety of matters related to an act of domestic violence or sexual assault committed against the team member or a family or household member. At the conclusion of the leave, subject to some exceptions, a team member generally has a right to return to the same or an equivalent position. The following outlines team members' rights and obligations under the NJ SAFE Act, and HMH's policies implementing the NJ SAFE Act, subject to the revised NJ ESL law.

A. Leaves Available

1. Eligible team members may take no more than 20 days of unpaid leave during any 12-month period. This leave is to be used in the 12-month period following any qualifying incident to engage in any of the following activities, as it applies to them personally, or to a family member as defined below: Seeking medical attention for, or recovering from, physical or psychological injuries caused by domestic or sexual violence;

2. Obtaining services from a victim services organization;

3. Obtaining psychological or other counseling;

4. Participating in safety planning, temporarily or permanently relocating, or taking other actions to increase the victim's safety or to ensure his or her economic security;

5. Seeking legal assistance, including preparing for, or participating in, any civil or criminal legal proceeding related to or derived from domestic or sexual violence; or

6. Attending, participating in, or preparing for a criminal or civil court proceeding relating to an incident of domestic or sexual violence.

B. Eligibility Requirements

Any team member who was a victim of an incident of domestic violence or a sexually violent offense, or whose child, parent, spouse, domestic partner, or civil union partner

was a victim, and who has been employed by HMH for 12 months or more and worked 1,000 hours or more in the 12-month period preceding the first day of the requested leave may be eligible for an unpaid leave of absence of up to 20 days in one 12-month period, to be used in the 12-month period immediately following any incident of domestic violence or any sexually violent offense.

Each incident of domestic violence or any sexually violent offense shall constitute a separate offense for which a team member is entitled to unpaid leave, provided that the team member has not exhausted the allotted 20 days for the 12-month period.

C. Notice Requirements

When the necessity for the leave is foreseeable, the team member must provide written notice to HMH's Absence Management Administrator and notify your leader of the need for a leave as far in advance as is reasonable and practical under the circumstances.

D. Certification and Reporting Requirements

HMH will require documentation of the domestic violence or sexually violent offense which is the basis for the leave. Sufficient documentation includes one or more of the following:

1. a domestic violence restraining order or other documentation of equitable relief issued by a court of competent jurisdiction;

2. a letter or other written documentation from the county or municipal prosecutor documenting the domestic violence or sexually violent offense;

3. documentation of the conviction of a person for the domestic violence or sexually violent offense;

4. medical documentation of the domestic violence or sexually violent offense;

5. certification from a certified Domestic Violence Specialist or the director of a designated domestic violence agency or Rape Crisis Center, that the team member or team member's child, parent, spouse, domestic partner, or civil union partner is a victim of domestic violence or a sexually violent offense; or

6. other documentation or certification of the domestic violence or sexually violent offense provided by a social worker, member of the clergy, shelter worker, or other professional who has assisted the team member or team member's child, parent, spouse, domestic partner, or civil union partner in dealing with the domestic violence or sexually violent offenses.

F. Utilization of Paid Time Off (subject to the revised NJ ESL law).

Generally, NJ SAFE Act leave is unpaid, Team members may use available PTO and/or ESL during an otherwise unpaid leave of absence, but use of PTO/ESL will not serve to extend the length of the team member's leave of absence under this policy.

In addition, depending on the circumstances, team members may be entitled to receive state-sponsored wage replacement benefits which pay a portion of normal compensation. These benefits will run concurrently with the team member's unpaid leave. A team member who is eligible for these benefits may also choose to use accumulated paid leave during his or her approved unpaid leave. Team members may not receive more than 100% of salary at any time.

Team members who are not eligible for such state-sponsored wage replacement benefits are required to use their accumulated paid time off during an approved unpaid leave. Use of paid time off will not serve to extend the length of the team member's leave of absence under this policy.

G. Coordination with Other Leave Policies

The period of time attributable to the team member's absence due to any disability or sick leave will be counted against available leave under this policy to the extent permitted by law. In the event that additional family, medical or sick leave is available pursuant to federal or state laws, this leave will also run concurrently with NJ SAFE Act leave to the extent permitted by law. You will be provided with detailed information from The Hartford or Human Resources.

H. Intermittent Leave

Unpaid leave may be taken intermittently in intervals of no less than one day.

I. Benefits Protection and Employment

If a team member is enrolled in voluntary supplemental benefits the team member is solely responsible for making payment arrangements with the respective insurance company. If the team member has a 401(k) loan, the team member must contact Human Resources to make payment arrangements so that the loan does not go into default. Team members should consult with Human Resources prior to taking an approved leave. If the team member fails to return to work after the NJ SAFE Act leave for any reason except for circumstances beyond the team member's control, the team member must pay back all unpaid health insurance premiums.

Subject to some exceptions, most team members will be returned to the position they left or to a position equivalent in pay, benefits and other terms of employment.

A failure to return from NJ SAFE Act leave for reasons other than the team member's own serious health condition and/or disability may result in termination of employment. In the event that a team member cannot return to work at the end of NJ SAFE Act leave

due to a continuation of his/her own serious health condition and/or disability, they must contact Human Resources before the expiration of the leave to discuss their options under state and federal law.

Guidelines on performance evaluation eligibility while on a qualified leave of absence can be found in the Performance Management Policy.

J. Federal and Other State Leave Laws

HMH will comply with any federal or state leave laws to the extent they provide for more generous benefits. State and federal leave law benefits will run concurrently with NJ SAFE Act benefits to the extent permitted by law.

V. MILITARY LEAVE OF ABSENCE POLICY

In compliance with the Uniformed Services Employment and Reemployment Right Act (USERRA), HMH will grant leave for Temporary (two-week) Military Leave for training and Extended (all other) Military Leaves. USERRA extends re-employment rights to individuals who have been absent from a position of employment based on military duty in the "uniformed services".

A. Leaves Available

Full-time and part-time team members may be granted unpaid leaves of absence for military service. Eligible team members who must be absent from their job for a period of not more than ten working days each year in order to participate in military training, are entitled to as many as ten days paid military leave. Team members will be paid the difference between their medical center pay and the National Guard or Reserve pay/allowance, providing the latter is less than their regular pay.

Team members directed to participate in extended military duties in the U.S. Armed Forces that exceed ten working days will be placed on an unpaid military leave of absence. Team members returning from military leave will be guaranteed reemployment to their prior or similar position and/or the position the team member would have obtained had it not been for the military service, in accordance with the law.

B. Definitions

"Uniformed services" are defined as the Army, Navy, Marine Corps, Air Force, Coast Guard, Reserves,

National Guard, Air National Guard, Commissioned Corps of the Public Health Service, and any other category of persons designated by the President in time of war or emergency.

C. Eligibility Requirements

In order to be eligible to receive payment for a military leave, team members are required to have worked for one year.

D. Notice Requirements

Unless precluded by military necessity, it is expected that team members will give as much advance notice as possible, at least 30 days, regarding their need for a military leave.

When possible, team members will provide their leader with notice that they will be engaging in military service. When advanced notice is not feasible, verbal notice will be accepted with the expectation that documentation of military duty will be submitted at a future date.

Team members must also notify HMH's Absence Management Administrator to initiate their claim for a leave of absence. Claims can be filed on line 24/7. Team members will be required to provide the intake coordinator with certain information to start the claim process. Actual approval of the leave will be dependent upon providing the proper documentation to HMH's Absence Management Administrator. The Administrator will promptly notify the team member of his/her rights and obligations (including documentation, certification, and recertification obligations), and eligibility for the requested leave based on hours, service and remaining leave time available.

E. Benefits Protection and Employment

Team members on extended military leave will have all accrued and unused PTO and holiday time paid out to them at the beginning of their leave.

Human Resources will collect any applicable insurance premiums from the team member. Medical coverage will continue for the team member for up to 30 days at the active team member rate providing the team member elects to continue coverage and pays his/her portion of the premium.

Team members have the option to continue with HMH's health insurance at their expense after 30 days on leave at 100 percent of the full cost for up to 24 months. However, their military medical benefits become effective on the date of deployment or enlistment.

Team members are responsible to contact vendors directly for any voluntary benefits while out on a military leave of absence.

Time spent on Leave of Absence is counted in determining years of service recognition.

Military Leave of Absence will not constitute a break in service for purposes in the Pension Plan.

Life Insurance and Accidental Death & Dismemberment coverage will terminate following 12 months leave of absence or on the date the team member enters active military duty in any armed service during a time of war (declared or undeclared).

Guidelines on performance evaluation eligibility while on a qualified leave of absence can be found in the Performance Management Policy.

F. Pay for Military Leave

All military leaves of absence, other than the ten-day military leave for training, are unpaid. Upon return from a military leave of absence, the base salary will be adjusted to reflect any increases the team member would have received had he/she remained on the job.

G. Job Reinstatement

Upon a team member's prompt application for return to work, the team member will be reinstated in the following manner depending upon his/her period of military service or physical condition upon return from leave:

1. Equal to or less than 90 days of military service - In a position that the team member would have attained if employment had not been interrupted by military service, or if found not qualified for such position after reasonable efforts by HMH, the position in which the team member had been employed prior to military service.

2. More than 90 days and less than 5 years of military service – In a position that the team member would have attained if employment had not been interrupted by military service or a position of like seniority, status and pay, the duties of which the team member is qualified to perform; or if proved not qualified after reasonable efforts by the HMH, in the position the team member left, or a position of like seniority, status and pay, the duties of which the team member is qualified to perform.

3. Team member with a service-connected disability - If after reasonable accommodation efforts by HMH, a team member with a service connected disability is not qualified for employment in the position he/she would have attained or in the position that he/she left, the team member will be assigned to any other position of similar seniority, status and pay for which the team member is qualified, or could become qualified with reasonable efforts by HMH; or if no such position exists, in the nearest approximation consistent with the circumstances of the team member's situation.

H. Exceptions to Reemployment

Upon returning from a military leave, a team member is not entitled to reinstatement if any of the following conditions exist:

1. The team member failed to apply for re-employment in a timely manner.

2. The team member did not receive an honorable discharge from military service.

3. HMH's circumstances have so changed as to make reemployment impossible or unreasonable.

I. Documentation

Upon receipt of a re-application for employment after a military leave, Human Resources will request the team member military discharge documentation. This will establish the timeliness of the application for reemployment and the length and character of the team member's military service.

VI. AMERICANS WITH DISABILITIES ACT AMENDMENTS ACT (ADAAA) LEAVE

A. Leaves Available

This ADAAA Leave of Absence shall be used by team members who are not eligible fora protected leave of absence or have exhausted their protected leave under federal or state law. The determination of whether this leave will be approved, will be made on a case by case basis, depending on all of the circumstances presented.

Team members must notify their leader of their intent to take a Leave of Absence and must certify or provide documentation regarding the reason for the leave by contacting HMH's Absence Management Administrator to initiate a claim for a leave of absence. Team members also have the option of filing a claim on-line 24/7.

B. Notice Requirements

When the leave is foreseeable, team members are required to give at least 30 days' advance notice to their leader and HMH's Absence Management Administrator. If 30 days' notice cannot be provided, as much notice as is practical should be provided. Failure to give reasonable notice may delay the approval of the leave.

C. Effect on Pay and Benefits

1. Pay (subject to the revised NJ ESL Law)

An ADAAA Leave of Absence is typically unpaid absence time and will not be used to calculate salary rates and pay adjustments while the team member is absent from work. However, team members requesting leaves for their own illness may be paid from their ESL or PTO if hours are available.

2. Performance Evaluations – Guidelines on performance evaluation eligibility while on a qualified leave of absence can be found in the Performance Management Policy.

D. Benefits

Please see the table below for an explanation on benefits for team members on a non-job protected medical leave.

MEDICAL LEAVE

PTO, ESL & HOLIDAY TIME	Accrues only for the first 30 days of a leave
HEALTH BENEFITS (MEDICAL, DENTAL, RX)	Continue during leaves
HEALTH PREMIUM	Pays active premium up to a maximum of 6 months or until sick time exhausts, then Interactive Process Review
PENSION	Unpaid time will not count toward 1,000 hours requirement to determine years of credited service and the Annual Recognition Celebration eligibility

VII. UNPROTECTED LEAVES

A. Leaves Available

1. Continued periods of illness for a family member after protected leave has expired.

2. Team members who do not meet FMLA eligibility and are seeking leave for reasons other than their own medical condition.

3. Personal Leave

4. Education Leave

Full-time and part-time benefit-eligible team members, or otherwise eligible team members, taking leaves under this policy are not guaranteed job restoration during or at the end of the leave period. Team members must notify their leader of their intent to take a Leave of Absence and must certify or provide documentation regarding the reason for the leave by contacting HMH's Absence Management Administrator to initiate a claim for a leave of absence. Team members also have the option of filing a claim on-line 24/7.

During any period of a non-job protected leave, HMH may take steps to fill the team member's position. Such steps include posting or advertising the position internally or externally, interviewing internal or external candidates, and hiring a candidate. Inactive team members have the opportunity to reapply for another position and HMH may attempt to return the team member to work in the same or equivalent position if such position is available as of the return to work date.

B. Notice Requirements

When the leave is foreseeable, team members are required to give at least 30 days' advance notice to their leader and HMH’s leave administrator. If 30 days' notice cannot

be provided, as much notice as is practical should be provided. Failure to give reasonable notice may delay the approval of the leave.

C. Effect on Pay and Benefits Pay

A non-protected job leave is typically unpaid absence time and will not be used to calculate salary rates and pay adjustments while the team member is absent from work.

1. Performance Evaluations - Guidelines on performance evaluation eligibility while on a qualified leave of absence can be found in the Performance Management Policy.

D. Benefits

Please see the table below for an explanation on benefits for team members on non-job protected leaves.

PERSONAL AND EDUCATION LEAVES

PTO, ESL & HOLIDAY TIME	Accrues only for the first 30 days of a leave Paid out any accrued, unused PTO time
HEALTH BENEFITS (MEDICAL, DENTAL, RX)	Continue during leaves
HEALTH PREMIUM	Pays active premium through 30 day leave
PENSION	Unpaid time will not count toward 1,000 hours requirement to determine years of credited service and the Annual Recognition Celebration eligibility

E. Clearance and Return to Work

Team members must contact their leader and HMH's Absence Management Administrator to advise them of their intended return date. Team members must call HMH's Absence Management

Administrator even when they are returning to work earlier or later than originally anticipated.

Coordination with Other Leave Policies The period of time attributable to the team member's absence due to any workers' compensation, disability, or sick leave, will be counted against available leave under this policy to the extent permitted by law. In the event that additional family, medical or sick leave is available pursuant to state laws, this leave will also run concurrently with FMLA leave to the extent permitted by law

This article will comply with all applicable federal and state laws. As such, this article shall be construed in all cases consistent with such statutory requirements

6.2 Educational Leave: An educational leave not to exceed one (1) year shall not be unreasonably denied to any employee who has completed one (1) year of employment. Following completion of the 12 month leave, the employee shall have the right to return to his/her titled position.

6.3 Union Leave: An unpaid leave of absence shall be granted to an employee with two (2) years of service to work full-time for the HPAE. This leave shall be limited to a maximum of six (6) months, and must be requested in writing. The Union will endeavor to give thirty (30) days' notice of the leave. It is understood, however, that in some circumstances the Union will not be able to give a full thirty (30) days' notice. In those cases, the Medical Center will make its best effort to release the employee as soon as possible. No more than one employee at any given time shall be eligible for Union leave. The employee shall be returned, after giving ninety (90) days' 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. The position shall be posted and filled during the length of the leave on a temporary basis.

6.4 Workers' Compensation

HMH will provide medical treatment and compensation for all employees, regardless of status or length of employment for injuries or illness incurred as a direct result of employment. When injuries or illness necessitate absence from the job, employees will be compensated according to New Jersey applicable state laws and HMH applicable salary benefit guidelines.

1. Reporting of work-related injury or disease/illness

A. The employee who sustains a work-related injury or illness must report the occurrence to their immediate supervisor at the time of occurrence. HMH requires notification within twenty-four (24) hours of an injury or illness arising from work. Failure to report the occurrence may impact the benefits available to the employee. In the absence of the employee's supervisor the occurrence must be reported to the designated charge person, the administrative nursing supervisor or the administrator-on-call.

B. The employee must complete an appropriate event report (i.e. in ONElink). The supervisor must review/countersign the event report (i.e. in ONElink) and direct the employee to Occupational/Employee Health (OEH) or the Emergency Department (ED) if OEH is closed and the employee requires emergency treatment.

C. If the initial evaluation/treatment occurs in OEH, OEH will notify the employee's leader regarding the employee's ability to return to work. If the initial evaluation/treatment occurs in the ED, the employee must notify their

leader of their ability to return to work and the employee must contact OEH on the following business day for follow-up evaluation.

D. All subsequent medical treatment must be authorized and directed by OEH. Failure to comply with authorization will jeopardize medical benefit payments under Workers' Compensation for this injury/illness. Employees are required to attend all scheduled appointments as directed by OEH and/or the Worker's Compensation Program Administrator. Failure to do so will result in loss of benefits.

E. An employee's FMLA leave entitlement may run concurrently with a worker's compensation absence. (Reference LOA Policy).

2. Payments of Benefits

A. An employee who has lost time due to a work-related injury or illness will be paid in one of two ways:

If seven (7) or less calendar days are lost, the hours lost must be charged to extended sick leave (ESL) first, then ESL frozen, then PTO.

If there is lost time which extends beyond seven (7) calendar days due to the disability, a workers' compensation claim is filed and the time lost will be paid by the Workers' Compensation Program Administrator. Note: OEH shall notify the human resources (HR) department of all potential lost time claims. The Worker's Compensation program benefit pays the employee 70% of their gross pay to the maximum compensation rate. An employee receiving temporary workers' compensation payment may use extended sick leave (ESL) first, then ESL frozen, then PTO to supplement their wages to 100% of their salary.

Supplemental payment is not made for lost wages or medical expense of a claim being contested/investigated. In those situations payment is made based on the Workers' Compensation Program Administrator's determination. In cases where a claim is being contested or denied and the employee is unable to work, the employee may file a Certification of Contested Worker's Compensation Claim (DPS221) with the Division of Unemployment and Disability Insurance. The employee may be eligible for Unemployment and/or Disability benefits for up to 26 weeks as determined by the Division of Unemployment and Disability insurance.

The denial of workers' compensation benefits does not negate the ability of the employee to file for Short Term Temporary Disability benefits, if the employee chooses to do so.

B. For employees on a leave of absence, refer to the Leave of Absence Policy regarding insurance benefits, job guarantee and job status/security.

3. Referrals to Physicians/Medical Care Facilities

A. OEH is the primary provider contact. Only OEH, the Workers' Compensation Program Administrator (or in life threatening situations, the ED) may refer an employee to authorized services or physicians for consultation. Delivery of medical care services required on an inpatient or outpatient basis will be restricted to HMH facilities in instances where HMH provides such services. Any medical care services performed by a facility other than HMH must be authorized by OEH or the Workers' Compensation Program Administrator to be eligible for payment.

4. Termination of Workers' Compensation Benefits

A. Temporary workers' compensation benefits for wage loss will be discontinued when the employee is offered light/modified duty or full duty or when the employee reaches maximum medical improvement. Medical benefits will be discontinued when an employee reaches maximum medical improvement or refuses to cooperate with treatment by missing scheduled appointments, examinations, or therapy.

B. Employees are not permitted to engage in employment with another employer (or in a business which the employee owns) while out of work and receiving temporary workers' compensation benefits for wage loss. Workers' compensation benefits will discontinue if an employee is engaged in employment with another employer.

5. Return to Employment

A. Before returning to work, an employee who has been out of work as a result of a work-related injury or illness must be cleared by OEH. OEH will notify the employee's leader and the Absence Management Program Administrator regarding the employee's return to work status.

B. An employee who is cleared to return to work with restrictions on modified duty will be provided modified duty, if available. Generally, modified duty will end at maximum medical improvement or the expiration of twelve (12) weeks, whichever is earlier. HMH does not have permanent modified/light duty positions.

C. Employees receiving workers' compensation benefits who are determined to be physically able to return to work and refuse to return to work will be terminated from employment, unless they are eligible and approved for additional leave under the FMLA, ADA or other applicable law. Moreover, they will not be entitled to receive workers' compensation benefits beyond the date of termination. If the employee is not eligible for any of the foregoing, their position may be posted and filled.

7. DISCHARGE AND DISCIPLINE:

7.1 The Medical Center shall not discharge, discipline or suspend any employee without just cause.

7.2 The Union, the Chairperson, and the employee involved shall be advised in writing of any discharge, suspension or disciplinary action. A copy of the notice given to the employee shall be mailed to the Union within forty-eight (48) hours.

7.3 A grievance by an employee claiming that s/he has been unjustly or improperly discharged, disciplined or suspended must be submitted to the Medical Center, in writing, within ten (10) days of the written notification of discharge, disciplinary action or suspension.

Discharges or suspensions shall be brought directly to Step 3 of the grievance procedure. If a grievance is not submitted within the time limit provided herein, the rights of the grievant and/or Union shall be considered to have been waived under this Article.

7.4 The time limits specified herein shall exclude Saturdays, Sundays and holidays.

7.5 Prior to an employee being brought into a disciplinary conference, or an investigational conference that may lead to discipline of the employee being interviewed, the Medical Center representative shall inform the employee of the nature of the conference, including the possibility of a discipline being issued,an employee shall have the right to have a Union Representative of his or her choice at either of these conferences. In the event a representative is requested, but not available, the Medical Center may temporarily remove the employee from the performance of his/her work, but may not proceed with the discipline until such time a representative is available.

7.6 A discipline shall not be issued more than twenty-five (25) days, excluding holidays after the event/incident that led to the issuance of the discipline. Discipline involving Reportable Events or potential violations of HIPAA, will be excluded from this limit. Further, discipline resulting from complaints from regulatory agencies, patient complaints, and discipline issued under the Medical Center's Attendance/Lateness Policy and Procedure will be excluded from this limit.

7.7 For disciplines involving "no-call, no-show" the first discipline will be a two-day suspension. The discipline shall be removed from the employee's personnel record after twelve (12) months, if there are no further disciplines for "no-call, no show" during the twelve (12) month period.

7.8 <u>Absenteeism and Lateness</u>

Absences and lateness are factors considered in determining overall job performance.

Therefore, excessive absenteeism and/or lateness can result in disciplinary action up to and including termination of employment. Employees should adhere to departmental expectations and guidelines with respect to call-out protocols.

Employees are responsible for remaining informed of these practices and/or any changes in practices as they occur.

A. ABSENTEEISM

An occurrence of absenteeism is defined as:

- Call outs or absences greater than two-thirds of a scheduled shift that were not authorized or previously scheduled and approved.

- Absences that are not sanctioned under the auspices of jury duty, flex time, bereavement, military leave, FMLA, the New Jersey Paid Sick Leave Act and/or other approved leaves, or leaves under the instruction/advice of Occupational Medicine Services

Process:

- During normal weekdays and non-Holiday time:
  1 or 2 consecutively scheduled days out of work as defined above = (1) occurrence
  3 or more consecutively scheduled days out of work as defined above = (2) occurrences.

- During a weekend shift (beginning 7pm Friday and ending 7am Monday) or Holiday (beginning 12am on the "eve" of the Holiday and ending 12am the day following the Holiday):

The number of occurrences will be equal to the cumulative and actual number of days absent.

Guidelines:

- Excessive absenteeism is defined as follows:
  - For employees working 8-hour shifts: 5 occurrences in a rolling 12-month period starting with the date of first occurrence.
  - For employees working 10-hour shifts: 4 occurrences in a rolling 12-month period starting with the date of first occurrence.
  - For employees working 12-hour shifts: 3 occurrences in a rolling 12-month period starting with the date of first occurrence.
- Discipline for excessive absenteeism will be managed per the Guidelines for Cooperation and Discipline.

To the extent permitted under federal and state law, and at the supervisor's discretion, employees may be asked to present a physician's note to Occupational Medicine

Services. It is not necessary to include a diagnosis or personal and private medical information on this document.

Employees who are absent due to illness for 4 or more consecutive days:

1. Must report to Occupational Medicine Services with supporting documentation from a physician attesting to the team member's fitness for duty.

2. Are encouraged to contact the Leave Administrator to explore options regarding FMLA.

B. LATENESS

An occurrence of lateness is defined as:

- Arriving at assigned work station greater than 5 minutes after the scheduled start time of the shift and/or failing to return in a timely manner from a meal break or work break.

  Employees are required to adhere to departmental guidelines if they work in areas where they are required to change into and out of scrubs or other required uniforms to perform their job duties.

Guidelines:

- Excessive lateness is defined as 5 occurrences in a rolling 12-month period starting with the date of first occurrence.

- Discipline for excessive lateness will be managed per the Guidelines for Cooperation and Discipline.

8. GRIEVANCE AND ARBITRATION:

8.1 For the purpose of this Agreement, a grievance is defined as a dispute arising out of the application or interpretation of any of the provisions of this Agreement or any Medical Center rule, regulation or practice and shall be processed in the following manner:

STEP 1. An employee having a grievance and/or his/her Union representative shall arrange a meeting with the employee's immediate supervisor for the purpose of discussing the grievance.

STEP 2. If the grievance is not resolved in Step 1, the employee and/or the representative shall within ten (10) days of the occurrence giving rise to the grievance submit a grievance in writing to the Human Resources/Personnel Department. The grievance shall be considered resolved unless submitted in writing within the time limit provided herein.

The Director or other representative of the Medical Center shall meet with the Union representative within five (5) days of the receipt of the written grievance and will respond in writing within five (5) days of the close of that meeting.

The grievance shall be considered resolved unless written notification of going to Step 3 is received by the Medical Center within five (5) days of Medical Center Step 2 reply.

STEP 3. If the grievance is not resolved at Step 2, a meeting shall be held between the Union Chairperson and/or designee and the Vice President of Human Resources, or any other representative within five (5) days of the Step 2 reply. The Medical Center shall respond in writing as to their decision within seven (7) days of the close of that meeting.

STEP 4. ARBITRATION: If a grievance is not satisfactorily adjusted during the foregoing Steps, the Union may refer the matter to arbitration within thirty (30) calendar days of the receipt of the Medical Center's Step 3 answer by giving notice to the Medical Center and to the American Arbitration Association in writing of intent to arbitrate. If the Union fails to refer the grievance to arbitration within thirty (30) calendar days of receipt of the Medical Center's Step 3 answer, the grievance shall be considered waived under this Article.

8.2 All grievances and written answers given thereto at Step 3 shall refer to the relevant articles of the collective bargaining agreement. All grievances shall be in writing and signed by the aggrieved employee or representative. Grievances may be written on Medical Center time.

8.3 Failure by the Medical Center to answer a grievance within the time prescribed at any step shall not be deemed acquiescence thereto and the Union may proceed to the next step.

8.4 Both parties agree to accept the decision of the arbitrator as final and binding. If either party fails to comply with the award of the arbitrator or the procedures of this Article, either party has a right to take all legal action to enforce compliance.

8.5 The arbitrator appointed under the above procedure shall interpret the provisions of this Agreement and shall have no power to enlarge upon or reduce the obligations of the parties under the Agreement.

8.6 The arbitrator's fee shall be borne equally by the Medical Center and the Union.

8.7 For the purposes of this Article, "days" when used herein shall exclude Saturdays, Sundays and Holidays unless preceded by the word "calendar", in which case all days including Saturdays, Sundays and Holidays shall be counted. The day of the occurrence shall not be counted in computing the time limits herein.

8.8 The parties may mutually agree, in writing, to extend any of the time limits herein.

8.9 All grievances submitted to arbitration shall be heard within one hundred eighty (180) days of the date the grievance was filed for arbitration.

8.10 Attendance at the first step grievance meeting shall be limited to the grievant, his/her Union Representative and the supervisor. Attendance at the second step meeting shall be limited to the supervisor and the Assistant Vice President, the Union Representative and the grievant. Attendance at the third step meeting shall be limited to the Vice President of Human Resources and two Management personnel, the Grievance Chairperson and his/her designee, the grievant and any witnesses requested by the parties. The HPAE staff person shall not be counted as one (1) of the Union Representatives for the purpose of these limitations.

9. STRIKES AND LOCKOUTS:

9.1 Neither the Union nor any of the employees covered by this Agreement shall engage or participate either directly or indirectly in any strike, slowdown, cessation or interruption of work, interference with the shipment of goods or materials, boycott, picket line, or interference with the operation of the Medical Center in any way.

9.2 In the event a violation of Section 9.1 hereof occurs, the Union, upon being notified, shall immediately order orally and by telegram (with a copy to the Medical Center) all employees covered by this agreement to return to work notwithstanding the existence of a picket line.

9.3 The Medical Center shall have the right to discipline or discharge employees engaging in, participating in, or encouraging such action, and only an issue of fact as to whether or not any particular employee engaged in, participated in or encouraged any such violation is subject to the grievance procedure and/or arbitration.

9.4 The Medical Center agrees that it will not lockout its employees.

10. NON-DISCRIMINATION:

10.1 No employee shall be discriminated against directly or indirectly because of his/her membership in or activity on behalf of the Union. Palisades Medical Center and the Union are committed to the principles of equal employment and affirmative action and will not discriminate in the recruitment or employment practices on the basis of race, color, creed, citizenship status, ethnicity, national origin, ancestry, marital status or domestic partnership status, gender, pregnancy, age, religion, affectional or sexual orientation, gender identity and expression, genetic information, atypical cellular or blood trait, mental or physical disability and veteran status or any other protected status in accordance with all federal, state and local laws.

11. FILLING VACANT POSITIONS WITHIN LOCAL 5030:

11.1 All positions shall be posted for seven (7) days (exclusive of Saturdays, Sundays and holidays) prior to initiating external recruitment. Employees may apply for positions via the MyTransfer link in MyWay PeopleSoft HR system. Only by applying via the MyTransfer link in MyWay, will the individual be identified as a current employee and flagged as an internal candidate. Human Resources will assist anyone who has issues with accessing computers.

All eligible employees applying for a transfer must be in the current position for at least six (6) months. Interim employees must complete the obligations of their original assignment before applying for another position.

Once Transferred, the employee is to be evaluated at the completion of a new introductory period of 90 calendar days (or 120 days for Per Diem positions). If during the introductory period, either the department leader or team member becomes dissatisfied with the transfer, the team member may be returned to the original or comparable position. This can only occur if such a position is vacant and available.

11.2

All transferring employees are required to provide proper notice to their current division upon accepting a new internal position, which should be four (4) weeks. At the discretion of the supervisor, the employee may be released earlier. If the transfer will cause undue hardship to the current division, the supervisor must engage the team member, the hiring manager and their appropriate HR contact to discuss an acceptable time frame for transfer.

The rule that an employee stay in current position for six (6) months before transfer may be waived with express approval of Hackensack Meridian Health HR and Business leadership based on business necessity and/or hardship.

A new background investigation will be performed when a team member transfers from a non-clinical position to a direct patient care position..

An existing employee shall be given first consideration to fill the vacancy provided s/he has the necessary qualifications for the position. Where two (2) or more employees request the same vacant position, selection shall be on the basis of qualifications and seniority. The employee selected shall be transferred to the new position within sixty (60) calendar days of the date the transfer was approved.

An employee who receives a suspension shall not be eligible to bid on a job vacancy for six (6) months from the date of issuance of the suspension. In the event that two (2) or more per diems request the same position, selection shall be based on the supervisor's determination of the successful candidate based on qualifications and factors such as skill and ability. If the supervisor determines that two employees are equal, date of hire will prevail.

11.3 The Medical Center shall send a copy of all job postings, including date of the posting, job requirements, job descriptions, the job posting number, and a list of all employees who applied for the job to the Union on a monthly basis.

11.4 The Medical Center job postings will reflect the exact weekend and/or holiday work requirement(s).

12. NOTIFICATION:

12.1 All correspondence to the Union, unless otherwise specified herein, shall be addressed to the President of the Union, located at 110 Kinderkamack Road, Emerson, New Jersey, 07630.

13. SEPARABILITY:

13.1 If any provision of this Agreement is held to be in violation of any present or future law, it shall, to that extent, be null and void and the remaining provisions of this Agreement shall not be affected thereby, but shall continue in full force and effect.

14. WORK SCHEDULES AND TIME REQUESTS:

14.1 The Medical Center shall post a four (4) week work schedule two (2) weeks prior to the commencement of the schedule period. Requests for time off shall not be unreasonably denied. Once posted, the schedule shall not be changed except by mutual agreement.

14.2 In the event of shortages on a particular shift necessitating shift rotation, the Hospital shall first discuss alternatives to rotation and then seek volunteers. As a last resort, available employees shall be rotated in order of reverse seniority on a rotating basis, up to four consecutive weeks maximum unless mutually agreed otherwise. A log of rotation shall be maintained on each unit. Employees who rotate from one shift to another shall receive the appropriate shift differential for that shift or keep their current shift differential, whichever is greater. Four weeks' notice for the need to rotate shifts will be given to the affected employee(s) unless in the case of an unforeseen emergent circumstance and only as a last resort. It is the intent of the Employer to move the employee back to their original shift as soon as practicable. An employee will be given at least 48 hours transition time when moving from one shift to the other.

An employee with ten (10) or more years' seniority who rotates will receive two dollars and fifteen cents ($2.15) more per hour.

14.3 Floating is the reassignment of nursing employees, to a unit/department that they are not hired to work on, and did not pre-schedule themselves to work on, in order to meet the operational needs of the facility. Floating is not "pre-scheduled" and is utilized only after all other options have been exhausted.

In the event floating is necessary, which may include but is not limited to instances of high or low census, late call outs, and instances of no call no show, nursing employees in the float pool will be floated first.

A nursing employee may be floated for a shift or any part thereof to a patient care unit within the same clinical competency, provided the nursing employee is qualified as determined by the Hospital. If the nursing employee believes the assignment is beyond his or her skill level, they may raise the issue with the unit leader and or nursing supervisor. If the leader/supervisor agrees, they shall modify the assignment to one that reasonably meets the skills of the nursing employee.

As of June 1, 2021, nursing employees, excluding per diems, with ten or more years seniority who are permanently assigned to specific units or departments, shall not be required to work in another unit or department (i.e., no pulling), except in an emergency or by mutual agreement.

As of June 1, 2022, nursing employees, excluding per diems, with twenty-five years or more years seniority who are permanently assigned to specific units or departments, shall not be required to work in another unit or department (i.e., no pulling), except in an emergency or by mutual agreement.

As of June 1, 2023, all nursing employees shall be required to float, in accordance with this subsection.

For the purposes of this Article, an emergency shall be deemed to exist when the Medical Center determines that it is unable to provide adequate staffing by pulling among its employees who are required to be available to float.

The Medical Center will make its best efforts to float within the following float districts:

1. ICU, PCU, ED, Cath Lab
2. 3 East, 4 East, 5 East
3. L&D, Post Partum, Nursery, SCN, MFM
4. OR, PACU, Endo, SDS, IR, Cath Lab

The order in which staff will be required to float is as follows:

1. Float pool
2. Staff from outside agencies if their contract permits
3. Volunteers
4. Per diem
5. Core staff in reverse seniority on a rotational basis

Employees, excluding per diems, who have less than five (5) years seniority who float will receive one dollar ($1.00) more per hour. Employees with five (5) or more years' seniority who float will receive two dollars and seventy-five cents ($2.75) more per hour.

Assisting colleagues/helping hands:

It is understood that there may be instances staff may have to assist their colleagues in other units during a pandemic or state of emergency. Need is defined as any unexpected situation that may compromise the quality and/or safety of patient care delivery requiring immediate attention. It is understood that this is not the same function as "floating". Staff may be required to temporarily assist other units if doing so does not jeopardize care or increase the workload of the staff remaining in the sending unit. Once the needed assistance is completed, they can return to their home unit.

14.4 WORK PREFERENCE: Preference for all available extra shifts shall be given to bargaining unit employees over any other individuals. Outside Agency personnel may be utilized after available extra shifts haves been offered to bargaining unit employees who have made themselves available for said work time by so indicating on a daily "Availability List" not later than seven (7) days after the posting of the next monthly schedule. These lists will be maintained in their respective departments and will be made available for review by the Union, upon reasonable notice.

In the event of call-ins, bargaining unit employees who have made themselves available on said list, followed by bargaining unit employees currently on duty in each respective department, shall be offered said work time prior to utilizing outside agency personnel.

14.5 For those employees who work weekends, no Full-Time employee shall work more than four (4) consecutive days without a day off, unless mutually agreed by the employee and the Medical Center

14.6 Temporary reductions of state on a daily/shift basis (flexing)

The hospital retains the discretion to temporarily reduce staffing on a given unit and/or shift after the start of a shift, due to decreased census, decreased volume of work or for other reasons which may arise. Before being flexed, employees will be given as much advanced notice as possible before the need to flex.

In the event of flexing the following will apply: Flexing will occur in the following order:

Agency staff extra shift and then agency staff regular shift (If not in conflict with agency contract)

Overtime with additional incentives (i.e critical shift)

Overtime in reverse seniority

Per diem in reverse length of service

PTO requests previously denied shall be offered and may be taken upon mutual agreement

Volunteer be seniority

If all above does not apply, then by reverse seniority

Employees who are flexed by management after the start of the employee's shift shall receive a minimum of 2 hours paid notice in addition to any other compensation not to exceed the regular scheduled hours. Staff that initiate the request to be flexed will not be eligible for flex pay.

Employees reduced per above will be given, at the time they receive notice of being flexed, the choice of one of the following options:

Utilizing PTO time, for any portion of the time flexed.

Take voluntary on-call in accordance with on-call procedure as applicable.

At the discretion of the hospital, cross train to another department, orient to another department or participate in mandatory education modules. Employees can also voluntarily cross-train to another department.

In the event of low or zero census, at the discretion of the employer, staff may be requested to assist in other units/departments. It is understood this is not the same function as floating. The staff will not be given a patient care assignment.

A log will be maintained on the unit for tracking and available to all employees.

Managers will not be permitted to assume the work of a flexed employee.

15. CLASSIFICATION OF EMPLOYEES:

15.1 A Full-Time employee is defined as an employee who is regularly scheduled to work thirty-six (36) hours or more per week.

15.2 A Part-Time Benefit-Eligible employee is defined as an employee who is regularly scheduled to work twenty (20) to 35.99 hours per week.

15.3 A Part-Time Non-Benefit-Eligible employee is defined as an employee who is regularly scheduled to work less than twenty (20) hours per week.

15.4 Part-Time employees shall receive none of the benefits provided herein except that Part-Time Non-Benefit Eligible employees shall receive:

A. the wage increases provided herein and shall be paid no less than the applicable minimum wage rate;

B. shift differential as provided hereinafter;

C. charge differential;

D. time and one-half (1 $^{1}/_{2}$) the regular rate of pay for overtime; and

E. earned sick leave.

Part-Time Benefit-Eligible employees shall receive:

A. all benefits specified above for Part-Time Non-Benefit-Eligible employees;

B. pro-rated holiday time, PTO accruals, and bereavement time;

C. Part Time Benefit-Eligible employees are eligible for health benefits.

15.5 Per Diem employees are defined as per Appendix A.

16. SHIFT DIFFERENTIAL:

16.1 The shift differential shall be as follows:

<u>SHIFT</u>

Second shift:	(shifts starting after 2:45 p.m.)	$2.00/hr
Third shift:	(shifts starting after 10:45 p.m.)	$2.10/hr

16.2 Shift differential shall be included in all compensated time and the calculation of overtime pay for employees permanently assigned to the second and third shift.

16.3 Employees who work an eight (8) hour tour of duty and work fifty (50%) percent or more of their scheduled hours on the second or third shift shall receive shift differential for hours worked after 2:45 p.m. or before 7:15 a.m.

Employees who work two (2) hours or more on the second or third shift before or after completing an initial eight (8) hour tour of duty shall also receive shift differential for hours worked on the second or third shift.

16.4 There shall be no split shifts (i.e., all scheduled shifts shall consist of consecutive hours, except for an unpaid meal period). This provision shall have no application to unscheduled overtime.

17. WAGES AND EXPERIENCE RECOGNITION:

17.1 1. All employees will be placed on the wage schedules (Schedules I-XXVI) after being given recognition for all appropriate experience, both current and prior.

2. Such experience shall include all Medical Center experience as well as all prior experience received in the U.S.A. (excluding Puerto Rico and the Virgin Islands).

   a) acute care hospitals
   b) long term care
   c) mental health
   d) public health
   e) occupational health
   f) supplemental agency in acute care setting
   g) MD office/free standing clinic-emergency center if such experience is related.
   h) home health
   i) other health facilities, if experience is related.

3. For existing Medical Center employees, one thousand (1,000) hours of continuous, prior experience is equivalent to one (1) year of Medical Center experience.

   For new hires, as of June 1, 2014, fifteen hundred (1500) hours of continuous, prior experience is equivalent to one (1) year of Medical Center experience.

   Continuous experience means that the employee has been working without a break of greater than two (2) years.

   In no case can a new employee be hired at a higher level than what current employee (s) receive with equal experience (prior and current).

   Prior outside experience will be credited on a two-to-one basis when applying for a position in the same job title.

   Prior outside experience for a non-identical position will not be given any credit.

4. An employee will receive credit for Medical Center experience in a related field on a one-to-one basis minus two (2) steps and shall move to the same step of a new schedule when achieving a higher position.

5. An employee will receive credit for Medical Center experience in an unrelated field on a three-to-one basis.

17.2 The Medical Center and Union understand and agree upon the importance of paying wages which are highly competitive in the market place. The parties are aware of the volatile conditions and rapid change in the health care industry with respect to increasing wage rates. Therefore, the Union agrees that it will negotiate during the term of this Agreement, upon the written request by the Medical Center, with respect to increasing the wage rates for employees in any

specific job title, and/or in any specific area of the Medical Center. These negotiations will be concluded within two (2) weeks of the request by the Medical Center to negotiate.

The Medical Center shall not implement a wage increase for employees in any specific job title and/or area absent a written agreement by the Union. However, such agreement may not be unreasonably denied. Should the parties fail to reach an agreement; the Medical Center's last offer will be submitted to expedited arbitration for a final and binding resolution.

If arbitration is requested, the parties agree that the arbitrator will be Walter De Treux or Barbara Zausner Tener. The arbitration will be held within one (1) week of the submission of the dispute regarding the Medical Center's last proposal. If the first arbitrator cannot conduct the arbitration within the time frame, the parties will use the second arbitrator. If neither of the two (2) arbitrators will conduct arbitration within the time frame, the parties will submit the case as quickly as possible to expedited arbitration pursuant to the rules of the American Arbitration Association. The arbitrator must issue a ruling within three (3) business days of the arbitration.

This section will remain in effect until five (5) months prior to the expiration of this Agreement.

17.3 All full time,part time, and per diem employees shall receive the following increases:

In 2021, either (1) a 2 percent increase added to their base rate, or (2) an adjustment based on the appended Side Letter Regarding New Non-RN Scales for Certain Designations, whichever is greater, effective the first full pay period after July 1, 2021.

A 2 percent pay increase the first full pay period after July 1, 2022.

After 2022, all eligible full time, part-time, and per diem employees shall have the opportunity to receive the following increases, pursuant to the HMH-Palisades' merit-based program:

Up to 2 percent merit increase effective the first full pay period after July 1, 2023, based on the below scale:

Merit Program

Employees who were on a leave of absence greater than nine (9) months in the performance year (January 1-December 31), will not be eligible for a performance evaluation or merit increase the following year. Eligible full-time and part-time employees hired before October 1st in the performance year shall receive their performance evaluation during the pay period closest to July 1st of each year, with performance-based increases as outlined below, based upon their performance appraisal

rating. Eligible per diem employees hired before July 1st in the performance year, shall receive their performance evaluation during the pay period closest to July 1st of each year, with performance-based increases as outlined below, based upon their performance appraisal rating:

Overall Rating	**7/1/2023**
0.00-2.49	0.00%
2.50-2.99	1.00%
3.00-3.49	1.50%
3.50-3.99	2.00%
4.00-4.49	2.00%
4.50-5.00	2.00%

Prior to implementation of the merit-based Program in 2023 both HPAE and Management will meet to discuss the merit-based program during a Labor Management Meeting.

17.4 CHARGE PAY: Employees who are designated by the Medical Center as Charge or Team Leader shall receive an additional eighty cents ($0.80) per hour when functioning in such capacity. Effective September 16, 1992, this will increase to ninety cents ($0.90) per hour. When no supervisor is present, the employee designated by the Medical Center to be in charge shall receive the differential. The present practice regarding designation of charge shall be continued.

17.5 PRECEPTOR PROGRAM: In those instances where employees are assigned as Preceptors, they shall be paid a differential of fifty cents ($0.50) per hour for all time spent tutoring other employees to a department/unit.

The Preceptor will work in a "buddy" system on a one-to-one basis, sharing a single work assignment with the employee.

The performance of the Preceptor shall be the direct responsibility of the Administrative Director of said department/unit.

While tutoring, it shall be the responsibility of the Preceptor to provide the Administrative Director pertinent information regarding the overall performance of the employee; said information to be used in the evaluation of the employee.

17.6 In an emergency, when it becomes necessary to temporarily assign an employee of the Radiology Department to a position other than his/her regular position,

such employee will be compensated at his/her regular rate of pay or the temporary position's rate of pay, whichever is higher. For the purpose of this provision, an emergency shall be deemed to exist when the employee's equipment becomes inoperable/non-functioning. When patient volume is low, management may release the employee from his/her scheduled shift. The employee may elect to utilize accrued personal or vacation hours in lieu of this time.

18. PAID TIME OFF:

Paid Time Off

A. PTO Eligibility and Benefit Anniversary Date

Employees are eligible for the PTO program if they are in a regular full-time or regular part-time position, with standard hours of 20 hours or more per week. Employees whose standard hours are less than 20 hours per week, have a status of Per Diem are not eligible for PTO program. For employees who hold multiple positions, only the Primary Position will be used to determine PTO eligibility and standard hours. The Benefit Anniversary Date is the date that an employee becomes eligible for PTO benefits. This is generally the same as an employee's hire date anniversary or a rehire date based on the rehire policy.

B. PTO Bank Accruals

Employees accrue PTO hours based on standard weekly hours; the accrual rate is determined by the employee's job classification, years of service and standard hours. The PTO Accrual Summary Tables can be found below. PTO used does not count toward hours worked for purposes of calculating overtime.

PTO Plan

The PTO accrual rate is determined by the PTO Plan and length of service. The PTO Plan is determined by your position:

- Plan 2 - RN/Pro LPN/Technical professional positions

Employees can check the MyWay self-service portal to confirm which PTO plan they are covered by.

Years of Service	**40hrs scheduled/week**	**36hrs scheduled/week**	**24hrs scheduled/week**	**20hrs scheduled/week**
0-4 Years	160.0	144.0	96.0	80.0
5-9 Years	200.0	180.0	120.0	100.0
10-14 Years	232.0	208.8	139.2	116.0
15-19 Years	256.0	230.4	153.6	128.0
20+ Years	272.0	244.8	163.2	136.0

C. Introductory Period.

Employees start accruing PTO time beginning with the first pay period of the month on the 91st day of employment. HMH will prorate, on a daily basis, so employees may accrue PTO in the pay period where the 90th day falls. Employees may begin to use PTO on their 91st day of employment, provided they have successfully completed the Introductory Period, inclusive of any extension, drawing from Yet to Be Earned PTO accruals and going into a negative balance. Employees may not take PTO during their Introductory Period.

D. Accrual When Not Working.

Employees out on a leave of absence will not accrue PTO time after the first thirty (30) days of absence.

E. Use of PTO Bank Accruals During the Employee's Benefit Anniversary Year.

HMH supports employees to use their full PTO accruals for their well-being. During an employee's benefit anniversary year, it is expected that employees will work with their supervisors to schedule time off. Employees are responsible for monitoring and managing their PTO time so they use the full allocation during the year. Employees are allowed to draw from Yet to Be Earned PTO accruals and have a negative balance as long as they manage their time off to go back into a positive balance by the end of their anniversary year.

On their benefit anniversary date, employees can carry over from one year to the next. Employees regularly scheduled to work 40 hours per week can carry over up to eighty (80) hours of PTO time (carry over limit for other employees is pro-rated by standard weekly hours). Any excess is forfeited. In unusual circumstances where the employee attempted to take their PTO but it was not approved due to patient/department needs, the Director can request an exception which must be approved by the responsible VP and the Chief HR Officer.

F. Drawing from the PTO Bank

PTO from the PTO Bank can be either scheduled or unscheduled. Unscheduled absences include any absence not previously authorized by a supervisor, in accordance with the Absenteeism and Lateness Policy. An employee who uses their PTO time in an unscheduled manner will be subject to progressive discipline in accordance with the Guidelines for Cooperation and Discipline Policy. Whether an absence from work is scheduled or unscheduled, the time is deducted from the accrued time in the employee's PTO Bank.

Non-exempt employees may use time from their PTO bank in hourly, daily or weekly increments. Exempt employees may only use their PTO bank in hourly increments when on an intermittent leave of absence; otherwise, they must use time from their PTO bank in full day increments.

The first three (3) days of a scheduled or unscheduled absence due to reasons described in the ESL Policy are generally deducted from the employee's PTO Bank. Exceptions to this rule are outlined in the ESL Article. The fourth day of absence, and any subsequent consecutive scheduled days of absence due to a related illness or injury, will be deducted from the employee's ESL (see ESL policy).

All employees regularly scheduled to work the evening or night shift as documented in the shift field in PeopleSoft Leader Self Service will have their normal shift differential included in PTO.

HMH will use a draw down process by creating a "frozen" PTO bank for the carry-over of PTO hours from the legacy programs (except employees from Hackensack Campus who have already been transitioned to the new PTO program). The following table provides the draw down timeline:

Number of Frozen Bank PTO Hours Used As of March 23, 2019	**Date by which PTO Must Be**
Up to 80 hours	April 1, 2020
81 –160 hours	April 1. 2021
161 - 240 hours	April 1, 2022
241- 320 hours	April 1, 2023
321 hours and above	April 1, 2024

Employees' available absence balances will be posted on the MyWay site, including any balance in the frozen draw down PTO bank. When an employee takes PTO time through the MyWay site, they will indicate which PTO bank they want to use: their regular PTO time or their frozen draw down PTO time.

Employees with a frozen draw down bank should begin planning with their leader how they will take the draw down hours during the transition period. This will assist the leader in assuring the employee is able to take their time and the needs of the department are met.

Employees who are on approved short-term disability during their draw down period may use their frozen draw down PTO bank hours to supplement disability payments and get paid up to 100%. Hours in the frozen draw down bank not taken in the time period outlined above will be forfeited. In unusual circumstances where the employee attempted to take their draw down PTO but it was not approved due to patient/department needs, the Director can request an exception which must be approved by the responsible VP and the Chief HR Officer.

G. Change of Employment Status:

Employees changing status from part-time benefit-eligible to full-time benefit-eligible or vice versa will have their accrued PTO calculated and adjusted at the time of the status change. Changes in PTO Plans (Plan 0, 1, 2, or 3) affected by promotions or demotions

will be adjusted at the time of the status change. Benefit Anniversary dates are not affected by these changes.

PTO for employees who transfer from a full-time to benefit eligible part-time status will have 2 PTO banks:

– A “frozen PTO bank” of time accrued when the employee was full-time

– A regular PTO bank for accruals starting when the employee transfers to their part-time status. This bank will be subject to the normal accrual limits for the level of standard worked hours.

When changing from full-time to part-time status the full-time “frozen bank” will be available for use for a period of one year, which if not used during that period, will be forfeited. When an employee takes PTO time, their regular PTO bank will be accessed first, followed by the “frozen” full-time bank.

Employees going from a benefit- eligible to a benefit ineligible status will have all accrued unused PTO hours up through date of the status change paid out. Any used PTO hours in excess of the allotted accrual rate will be deducted from the employee's paycheck in accordance with State and Federal law.

Non-benefit-eligible employees who change status to benefit-eligible will begin accruing PTO hours after 90 days from the date of their status change. They will start at the PTO accrual level commensurate with their tenure level at HMH.

H. Termination

PTO eligible employees who terminate after completing their ninety (90) days of employment will receive pay for all PTO accrued but unused through the date of termination with proper notice of at least three (3) weeks. PTO and earned legal holiday hours will not be paid to an employee whose employment is terminated in connection with disciplinary action.

In the pay period that covers a termination date, PTO will be prorated based on a 8-hour calendar days.

If the employee terminates and has taken more PTO hours than he/she has accrued, these hours are to be deducted from the employee's final paycheck.

18.1 Requests for vacation during the summer prime period (June 15 to September 15) and for the winter prime time period (i.e. the week before and after the Christmas holiday) shall be submitted between March 15th and March 31st for the summer prime time period and between September 15th and October 15th for the winter prime time period. The Medical Center shall respond by May 1st and November 1st respectively. Winter prime time vacation will be scheduled subject to the Medical Center’s need to maintain adequate staffing. The Medical Center is responsible for determining what is necessary for the efficient operation of the

department or unit and granting vacation requests accordingly. The Medical Center shall respond to requests for vacation other than prime period within ten (10) calendar days.

18.2 The Medical Center and the Union agree to the following PTO Request process:

A. The employee will submit the PTO request to his/her manager using the Medical Center's electronic request process;

B. The employee will receive an electronic acknowledgment, with the time and date the request was submitted;

C. The Union will be given access to a log of PTO requests and approvals by unit.

18.3 **RESIGNATION:**

A. In order to receive terminal benefits, an employee who resigns is required to provide three (3) weeks advance notice to the Medical Center. Such three (3) week advance notice shall not be required if termination results from layoff, request of the Medical Center, death or failure to return from a leave of absence when the employee has a justifiable reason for not providing such notice.

B. Terminal benefits shall include all accrued but unused holiday, and PTO time.

C. An employee who is discharged for just cause shall not be entitled to receive any terminal benefits.

19. HOLIDAYS:

19.1 A. Holidays

Regular full-time and regular part-time benefit-eligible positions (working 20 - 35.99 hours per week) are eligible for holiday pay. Employees whose standard hours are less than 20 hours per week, have a status of Per Diem or a status of Temporary are not eligible for holiday pay. New hires are eligible for calendar (observed) legal holidays from date of hire as the holiday occurs.

Full time benefit-eligible employees (36 to 40 hours per week) receive 8 hours pay for the following holidays. Holidays hours for part time benefit eligible positions (working 20-35.99 hours per week) are prorated according to their standard hours.

B. Holiday Accruals

- Full time (.9 and 1.0 FTE): 8 hours per holiday
- Part Time benefit eligible (.8 FTE) = 6.4 hours per holiday
- Part Time benefit eligible (.6 FTE) = 4.8 hours per holiday
- Part Time benefit eligible (.5 FTE) = 4.0 hours per holiday

C. Holiday (and day observed)

New Year's Day (January 1st)
Memorial Day (Last Monday in May)
Independence Day (July 4th)
Labor Day (First Monday in September)
Thanksgiving Day (Fourth Thursday in November)
Christmas Day (December 25th)

D. Holiday Pay

All non-exempt employees scheduled to work during the six (6) observed legal holidays are paid time and one-half (premium pay) for the holiday worked. The holiday premium pay is only applied to hours worked between 12:00am at the start of the holiday and 11:59pm at the end of the holiday (the holiday differential zone).

Benefit eligible team members can supplement holiday hours with PTO or available holiday time if they are regularly scheduled to work more than the holiday benefit allotment (for example, a 12-hour team member can supplement the 8 hours of holiday pay with 4 hours of PTO).

Benefit eligible team members who are scheduled to work the observed holiday may take their holiday before or after the date depending upon the department work schedule. Team members will be able to carryover one day (the 12/25 holiday) to the following year, if not used in the year it is accrued. That day can be used anytime the following year. The other five holidays must be taken in the year they occur. Team members can take holiday hours in advance of accruing, but may never go more than the equivalent of one day in the negative.

Employees regularly scheduled to work the evening or night shift as documented in the shift field in PeopleSoft Leader Self Service will have their normal shift differential included holiday pay.

E. Holiday Observance

At the discretion of management, holidays that fall on a Saturday will be observed on the Friday preceding the holiday or that Saturday, and holidays that fall on a Sunday will be observed on Sunday, or the Monday following the holiday.

F. Holiday Absences

An employee who is absent though scheduled to work the observed holiday itself or the workday immediately prior to, or subsequent to the holiday, is not automatically eligible for holiday and/or sick pay. Medical or other documentation may be required by the manager for absences on the scheduled day of work prior to or after a holiday. Managers may authorize holiday pay, but such authorization must be consistently and fairly enforced within the department.

Employees who refuse the order to work on a holiday when necessary will be subject to disciplinary action, up to and including termination.

G. Termination of Employment

Employees are entitled to receive pay for any accrued, unused year-to-date holidays, as of date of termination, with the exception that earned legal holiday hours will not be paid to an employee whose employment is terminated in connection with disciplinary action. If the employee terminates and has taken more holiday benefit time than accrued, these holiday hours will be deducted from the final paycheck.

19.2 The Medical Center shall have the right at its sole discretion to require any employee to work on any of the holidays specified herein. However, the Medical Center agrees to distribute time off on holidays on an equitable basis as follows:

A. A request for a holiday off shall be granted if staffing requirements permit.

B. 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.

C. Among employees requesting the same holiday off who worked that holiday the previous year, seniority shall prevail when all requests cannot be granted.

19.3 In periods of low census, the Medical Center and the Union will make their best efforts to encourage staff to use their holiday time to reduce costs.

19.4 If a holiday falls during an employee's vacation, s/he shall receive another vacation day off with pay.

20. EARNED SICK LEAVE:

20.1 ESL Program

A. ESL (Earned Sick Leave) Bank

- All eligible employees will have a regular accrued ESL bank
- Some employees may have an additional “frozen” ESL bank with hours accrued prior to March 23, 2019

B. ESL Eligibility and Benefit Anniversary Date

Employees are eligible for the ESL program if they are in full-time or part-time status. Employees in a Per Diem status are not eligible for ESL. The Benefit Anniversary Date is the date that an employee becomes eligible for ESL benefits. This is generally the same as an employee's hire date anniversary, but could be a rehire date.

C. ESL Bank Accruals

Eligible employees accrue ESL hours on an hourly basis for each standard hour; the accrual rate is .03333 of ESL for each hour worked. The maximum hourly accrual is 40 hours. Employees accrue ESL hours while receiving payment for Regular Hours and Overtime Hours. ESL is paid at the employee's regular rate of pay. All employees regularly scheduled to work the evening or night shift as documented in the shift field in PeopleSoft Leader Self Service will have their normal shift differential included in ESL. ESL hours do not count toward hours worked for purposes of calculating overtime.

- Effective October 29, 2018, all eligible employees who have not previously earned ESL will begin to accrue earned sick leave, and will be eligible to use earned sick leave beginning on the 90th calendar day thereafter.
- For employees who are hired on or after October 29, 2018, earned sick leave begins to accrue on the date of their employment and are eligible to use earned sick leave beginning on the 90th calendar day thereafter.
- Employees converting to a benefit eligible status (i.e., Per Diem moving to regular full-time) will begin accruing ESL on the day of their status change and are eligible to use earned sick leave beginning on the 90th calendar day thereafter.

D. Annual Carryover of ESL and Maximum ESL Banks

On the Benefit Anniversary Date, employees can carry over from one year to the next, up to forty (40) hours of ESL. Full-time employees (regularly scheduled 40 hours per week) can accrue a maximum ESL bank of 400 hours. The maximum ESL bank for full time employees scheduled to work 36-39.99 hours per week and part-time employees is pro-rated based on weekly standard hours.

E. Drawing from the ESL Bank

Time off from the ESL Bank can be either scheduled or unscheduled. Reasons for use of ESL will be in accordance with the ESL Policy.

Non-exempt employees may use time from their ESL bank in hourly increments. Exempt employees may only use their ESL bank in hourly increments when on an intermittent leave of absence; otherwise, they must use time from their ESL bank in full day increments.

For employees who are also eligible for PTO, the first three (3) consecutive days of a scheduled or unscheduled absence due to reasons described above are generally

deducted from the employee's PTO Bank (exceptions are outlined below). If the employee does not have accrued PTO, but has “Yet to be Earned” PTO hours, the employee will be paid from the “Yet to be Earned” PTO bank and go into negative balance (see PTO policy). The fourth day of absence, and any subsequent consecutive scheduled days of absence will be drawn from the employee’s ESL bank. Exceptions that allow immediate access to ESL banks from 1st day out are:

- Inpatient hospital stay;
- Same day surgery (including post-operative recovery time);
- Procedures under conscious sedation (i.e. colonoscopy, etc.);
- Workers' compensation;
- Temporary disability; and
- Absences required for special treatment of chronic illness such as dialysis for renal disease and chemotherapy for cancer

If an employee exhausts the time in his/her regular accrued ESL bank and has a Frozen ESL, HIB or PSB, then the employee may utilize available time in those banks. Usage of these banks is in the order of HIB, then PSB, then the Frozen ESL.

If the PTO Bank is depleted, the first three (3) days of absence due to reasons described above will be drawn from the ESL, HIB, PSB, and then the Frozen ESL

For employees who are not eligible for PTO but are eligible for ESL, all absence due to reasons described above, will be deducted from the employee's ESL. If the ESL bank is exhausted, the time will be unpaid.

F. Scheduling ESL

If an employee’s need to use ESL for the reasons described above is foreseeable, the employee is required to provide seven calendar days’ notice to their manager of the intention to use the ESL and its expected duration. The employee is expected to make every reasonable effort to schedule the use of ESL in a manner that does not unduly disrupt the operations of the department. If the use of ESL is not foreseeable, the employee is required to notify their manager as soon as possible of the intention to use ESL.

Use of ESL for three or more consecutive days is managed by HMH’s Absence Management Administrator. These absences may require reasonable documentation that the leave is being taken for the purpose permitted. For specific policies on Leaves of Absence, please refer to the Leaves of Absence policy. For specific policies on Worker’s Compensation, please refer to the Worker’s Compensation policy.

G. Change of Employment Status

Employees going from an ESL benefit-eligible to an ESL benefit ineligible status (Per Diem) will stop accruing ESL. The employee’s ESL bank will remain frozen. If the employee returns to an ESL benefit-eligible status, the accrued ESL bank will be restored.

Employees who terminate from HMH will have their ESL balances kept in the system for 120 days. If the employee returns to employment within 120 days, they will have their accrued ESL bank restored and begin accruing ESL hours on the first pay period of their rehire. Employees who terminate from HMH and return to employment after 120 days will accrue ESL as any other new hire with the appropriate introductory period.

H. Termination
ESL and the Frozen ESL are not terminal benefits and no accrued ESL hours are paid out upon termination, with the exception of the HIB and PSB described above.

20.2 Employees hired on or before December 31, 2018 who retire from their employment with ten (10) or more years' seniority, shall be allowed to buy back, at his/her current hourly rate, time accrued for illness/injury at the rate of one (1) hour for every four (4) hours available at retirement date.

21. MANAGEMENT RIGHTS:

21.1 The management of the Medical Center and the direction of the working force are vested exclusively with the Medical Center except where expressly abridged by a specific provision of this agreement. The Medical Center retains the sole right to hire, discipline, discharge, lay off, transfer and promote; to reasonably determine or change the starting and quitting time, and the number of hours to be worked; to promulgate the reasonable rules and regulations; to subcontract work; to discontinue, reorganize or combine any department or operation; to assign, combine, revise or modify job duties; to introduce new or improved methods or facilities; and, in all respects, to carry out the ordinary and customary functions of management.

None of the rights contained herein shall be exercised in a capricious or arbitrary manner.

21.2 The Medical Center shall notify the Union of changes in policies and practices, and shall discuss with the Union upon request the effects of such changes upon bargaining unit employees. The preceding sentence shall not be deemed as a waiver by the Union of any right it may have to negotiate under this agreement or applicable law. Neither party shall delay scheduling such discussion.

21.3 Whenever a substantial change is effected in any job which results in substantially increased or decreased responsibilities, or which may call for a reclassification as to skill, or whenever a new job is established, a new wage rate and/or job title for said job shall be established by the Medical Center as to reflect properly the job content. The Medical Center shall notify the Union whenever a new wage rate and/or job title are established.

A job so rated shall be given no less than forty-five (45) working days trial period. At the end of such period, if the Union does not agree to the new rate and/or job title, it shall be subject to negotiation by the parties; and if they fail to agree, it

shall be subject to arbitration as provided in Article 8, provided that the Arbitrator's authority shall be limited to a determination of the appropriate rate of pay and/or job title based upon a comparison with existing rates of pay and/or job titles of employees of the Medical Center performing comparable work wherever such exists.

22. HOURS OF WORK AND OVERTIME:

22.1 It is the policy of HMH to compensate employees for all time worked. HMH will maintain accurate and complete records of time worked to ensure that employees are properly compensated in accordance with state and federal laws and this Agreement. Non-exempt employees are expected to assist HMH in keeping accurate records of their working time by utilizing the time and attendance system and time collective devices. Failure to use such systems may result in disciplinary action.

Non-exempt employees are required to record in and record out at the beginning and end of their assigned shift. Employees are not required to record their time for meal breaks – see Work Breaks and Meal Breaks provision of this Agreement for further detail.

Supervisors and employees are responsible for reviewing time records prior to the pay period closing. Employees are also responsible for reviewing their pay stubs each pay period to ensure their time was accurately processed and they are properly compensated for all time worked. If an employee believes there is a discrepancy, he or she must immediately report the discrepancy to their leader so the appropriate corrections may be made.

Employees are not permitted to approve their own timecards.

When HMH makes an error in pay that is greater than 8 hours pay, HMH will make every effort to process the corrected amount in a separate paycheck during the next off-cycle payroll run date, so long as the payroll adjustment has been submitted into the system by 4 p.m. on Monday morning of the off-cycle week.

22.2 This Article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or week, or of days of work per week.

22.3 The basic work week shall consist of forty (40) hours. The basic work day shall consist of eight (8) hours per day exclusive of a thirty (30) minute meal period.

22.4 All work performed in excess of forty (40) hours in any one (1) work week shall be considered overtime and compensated for at the rate of time and one-half (1 $^{1}/_{2}$).

22.5 The Medical Center shall have the right to require employees to work a reasonable amount of overtime, as permitted by law, which shall be equally

distributed among employees in their respective professions, providing they are capable of performing the work.

The Medical Center can deny overtime to an employee who is deemed to be physically unable to perform the work or whose judgment appears to be impaired.

Voluntary Overtime

When overtime is deemed necessary by the Medical Center, the Director shall ask for volunteers within the respective profession. When two (2) or more employees in the same title volunteer for the overtime assignment, the Medical Center shall assign the overtime to the most senior qualified employee. Voluntary overtime shall be distributed on a rotating basis.

Employees who have volunteered to perform overtime and who call to cancel must provide the Medical Center with four (4) hours' notice of their intent to cancel. Overtime availability lists shall be posted on each unit.

Mandatory Overtime

When the Medical Center is not able to secure volunteers to work the overtime assignment, the Director will assign the least senior qualified person to work the assignment, on a rotating basis. Mandatory overtime shall be distributed on a rotating basis.

The Medical Center will make its best efforts to provide an employee who is to be mandated to work overtime with as much notice as possible. The Medical Center will endeavor to limit mandating a given employee to no more than twenty-four (24) hours of mandatory overtime per month.

If an employee is mandated to work a shift again within twenty-four (24) hours at the end of the mandated shift, the employee will be allowed an unpaid sleep day (an excused absence). If the Medical Center requests, the employee shall work the unpaid sleep day at the rate of two (2) times the base pay for each hour worked, or be paid at straight time for working the unpaid sleep day and receive an unpaid day off within the current or next pay period. Nothing in this language shall change the application of article 29.2. In the event, New Jersey implements a law that bands mandatory overtime, such ban will be implemented as per the law at the Medical Center.

Before asking any employee to work a shift of mandatory overtime, the Medical Center must first make documented efforts to:

1. Seek volunteers
2. Seek coverage by per diems
3. Seek coverage from outside agencies

22.6 Work Breaks

Typically, an eight (8) hour shift employee will receive two (2) fifteen (15) minute breaks per shift. Typically, a twelve (12) hour shift employee will receive three (3) fifteen (15) minute breaks per shift.

There may be scheduled work breaks in advance. Work breaks are scheduled with specific beginning and ending times and must be approved by a charge person, supervisor, or other leader in advance. Work breaks may not be used for early departure or late arrival and are not cumulative from day to day or within one day. When operationally feasible, the department leader may add one (1) or more work breaks to assigned meal breaks.

The approved locations for work breaks are areas such as the cafeteria, coffee shop, employee lounge or break rooms locker rooms or any other site approved location

22.7 Meal Breaks

There may be one scheduled meal break in each shift of eight (8) hours or more. The meal break must be for a minimum of thirty (30) minutes and may not exceed a maximum of sixty (60) minutes. Meal breaks are not paid time and they are to be scheduled with specific beginning and ending times and may be modified with advanced approval of the leader.

Meal breaks are not cumulative from day to day. The meal break, if not taken in full at the regularly scheduled time, may be granted within the same shift of duty if operationally feasible for the department.

In cases of emergency, the leader may cancel or interrupt the meal break. In these cases, the department leader must compensate a non-exempt employee for the entire meal break if a full uninterrupted meal break cannot be rescheduled in the same shift. The approved locations for meal breaks are areas such as the cafeteria, coffee shop, team member lounge or break rooms, locker rooms, non-patient care public areas or any other site approved location. Team members are strongly encouraged to leave their workstations for meal breaks to avoid interruptions. Team members may leave the premises during meal breaks but should notify their leader when leaving the premises.

22.8 The weekend work requirements of an employee shall not be increased unless the affected employee agrees to the change. The foregoing does not limit the Medical Center's right to hire new employees with the understanding that they shall have greater weekend work requirements than other employees in the same department/unit, however no full-time or part-time employee shall be required to work more than every other weekend. A weekend off, for the purpose of this section, is defined as two (2) days - Saturday and Sunday.

Employees hired after January 1, 1993 will be required to work every other weekend. Employees hired prior to January 1, 1993, who have twenty-five (25)

years of service. will be required to work every fourth weekend. For these employees, a differential of three dollars and ten cents ($3.10) per hour will be paid for all hours worked between 10:45pm Friday and 7:15am Monday.

Any changes shall be by mutual agreement between the Medical Center and the employee.

22.9 The Medical Center will pay employees an additional hourly differential of $2.00 per hour for all hours worked between 10:45 p.m. Friday and 7:15 a.m. Monday of their scheduled weekend off.

22.10 If an employee misses two (2) or more weekend shifts within a six (6) month period, the employee may be required to make up those missed shifts during the next three (3) months. This excludes an employee who is out on a leave of absence or on scheduled benefit time off.

23. REPORTING AND ON-CALL PAY:

23.1 Any regular Full-Time or Part-Time employee who, in the absence of advance notice not to so report prior to the end of his/her previous regular shift, reports for work on his/her regular shift, shall be guaranteed work for the scheduled hours, or pay for the scheduled hours in lieu thereof, based on straight time rates.

Per Diem employees who call to cancel their shift must provide the Medical Center with four (4) hours' notice of their intent to cancel.

The Medical Center may avail itself of notification by means of radio announcement; provided that employees are informed by posted notice that radio announcement will be utilized. This section shall not be operative in the event of fire, flood, storm, unavailability of power or utilities, Act of God, or other cause beyond the control of the Medical Center.

23.2 ON-CALL: On-call will continue as per current departments (see appendices D and E). On-call will not be instituted in other departments unless first negotiated between the Medical Center and the Union. If no agreement is reached, the issue will be submitted to arbitration for a final and binding decision.

A. An employee required to perform on-call duty shall be paid for each on-call hour as follows: five dollars ($5.00).

B. The Medical Center shall provide beepers to employees on-call. An employee on-call is required to report to the Medical Center within thirty (30) minutes after being contacted, if requested.

C. A paid sleep day for the next scheduled shift shall be granted to an on-call employee who is called in for three and one-half (3 $^{1}/_{2}$) or more hours between 11:00 p.m. and 7:00 a.m. immediately preceding a contiguous scheduled day shift or if an employee is called in to work a total of eight (8) hours on the evening or night shifts immediately preceding a contiguous scheduled day shift.

By mutual agreement between the Medical Center and the employee, the employee may work the next contiguous day shift. In such case the employee shall be entitled to eight (8) hours pay for the forfeited sleep day and shall receive time and one-half (1 $^{1}/_{2}$) the regular rate of pay for each hour worked that day.

D. Each time an employee reports for call during the on-call period s/he shall be guaranteed a minimum of four (4) hours work or pay. However, an employee recalled within the same four (4) hour period shall not receive an additional guaranteed four (4) hours of work or pay, but shall receive pay for actual time worked.

An employee recalled after the original four (4) hours of work or pay shall be entitled to an additional minimum of four (4) hours of work or pay.

Sleep day eligibility will be based upon time actually worked. Paid time not worked does not count as hours worked for the purpose of determining sleep day eligibility.

E. An employee shall receive time and on-half (1 $^{1}/_{2}$) the regular rate of pay for all time actually worked when on-call employees are called in regardless of the hours worked per week or day.

24. PAID LEAVE:

24.1 Full-Time and Part-Time employees shall be entitled to up to three (3) consecutive days off with pay for time lost from the employee's regularly scheduled work in the event of the death of an employee's parent, grandparent, step-mother, step-father, spouse, domestic partner, civil union partner, brother, sister, child, grandchild, stepchild, mother-in-law or father-in-law and guardian. Compensation hereunder shall be provided only for those scheduled work days that fall between the date of death and the day after the funeral/burial services.

Compensation hereunder shall be provided only for those scheduled work days that fall between the date of death and the day after the funeral/burial services. In the event of the death of an individual whose relationship is not listed above, or if any additional time is needed, a benefit-eligible employee may request Paid Time Off (PTO). Unique circumstances may be referred to Human Resources for review.

Employees are required to notify their supervisors of the death and to identify their relationship to the deceased. Supervisors may request proof of death.

24.2 A Full-Time employee who has completed his/her probationary period and who is called to serve as a juror shall receive an amount equal to the difference between his/her regular pay and the government's allotment for the period required by the Court (not to exceed three (3) weeks) for each work day the employee is on jury duty, which shall not include "on-call" jury time when the employee is able to be at work.

The receipt of a subpoena or notice to report for jury duty must be reported immediately to the Human Resources Division and the Medical Center may request that the employee be excused or exempted from such jury duty if in the opinion of the employer, the employee's services are essential at the time of proposed jury service.

25. PENSION-RETIREMENT:

25.1 Effective December 31, 2021, employees who presently participate in the Medical Center's Defined Benefit Plan (the "Plan") and who are covered by this Agreement shall: (i) transition to full participation in the Medical Center's 401(k) plan, including employer contribution and matching components without losing currently vested benefits; (ii) cease earning benefits in the Plan and (iii) the accrual of additional years of benefit service, and benefits under the Plan will be frozen, as of December 31 2021. Such employees will continue to be credited with service for vesting purposes under the Plan, if not already vested. Any salary increases after December 31, 2021 shall not be included in the benefit calculations under the Plan.

All participants in the Defined Benefit Plan ages 50 or older and with 10 or more years of service as of December 31, 2021 will receive an additional 3% of pay "Transition Credit" into the Medical Center's Defined Contribution Plan in the 2022 and 2023 Plan years.

25.2 Defined Contribution Plan: The Medical Center will provide a 401(k) plan for eligible employees for the life of the Agreement.

25.3 For the term of the Agreement, the medical Center will contribute 1.50% of each eligible employee's base pay into the 401(k) account no later than April 1 of the following year. The Medical Center will match 100% of the first 2% the employee contributes, and will match 50% of the next 3% the employee contributes. Vesting shall be 100% after 3 years of service.

26. BENEFITS:

26.1 Benefit plans applicable to non-union Medical Center employees shall be made available to employees represented by the Union as listed below, as they may be amended or changed in accordance with their terms. The employer agrees to

offer bargaining-unit employees the same Health Insurance, Group Term Life Insurance and Accidental Death and Dismemberment Insurance, Prescription Drug Plan, Dental Plan, Vision Plan, Short-Term Disability and Long-Term Disability benefits that it provides to Medical Center non-bargaining-unit employees. The parties agree that the specific provisions and procedures governing eligibility, enrollment, benefit coverage, co-pays and employee premium co-shares of these plans shall be the same as the plans provided to the Medical Center's non-union-represented employees. The Employer shall have the discretion to change or modify these benefits. However, during the life of this Agreement, the Employer shall not terminate these benefits and shall maintain these benefits at the same level as it does for non-management non-bargaining-unit employees

26.2 Bargaining unit employees enrolled in the health plans, except for the Out of Area plan, shall have the right to use Network hospitals and physicians when no service or physician exists to treat the acute or chronic disease at Hackensack Meridian facility and shall be covered at the inner circle level. For all plans that cover out-of-network, except for the Out of Area plan, if no in-network provider is available, then out-of-network provider shall be covered at the inner circle level. Approval shall not be required on an ongoing basis when treating the same acute or chronic disease, unless there is a significant change in diagnosis or treatment plan.

Bargaining unit employees enrolled in the health care plan who are unable to access a primary care physician specialist or radiology services within 50 miles of the bargaining unit employees' home (as determined by online driving distance programs such as MapQuest, WAZE, etc), who accepts Hackensack Meridian's inner circle health plan, shall have the option to see a primary care physician specialist or radiology services that is in-network at inner circle benefit level. Members must obtain prior approval under the tier elevation process.

In the event that there is no option for a second opinion from an inner circle physician group, then the bargaining unit employees shall have the option to obtain a second opinion from an in-network physician group, at the inner circle benefit level in accordance with the plan they selected.

Bargaining unit employees enrolled in Hackensack Meridian's health plan who use a Hackensack Meridian facility for a "true emergency" or inpatient services, shall not be responsible for the in-network or out-of-network cost incurred due to a physician at the facility who is not a participant in the health plan at inner circle levels.

Bargaining unit employees will have access to resources who can assist employees with bills, claims, paperwork, denials and appeals relating to coverage.

HMH will provide tools and resources, including in person health insurance liaisons at the time of enrollment.

HMH will provide 100% lab benefit at HMH Network facilities. HMH will also provide a 100% lab benefit at any New Jersey-based lab that it designates as Inner Circle, either within a network facility or freestanding facility.

27. ORIENTATION, STAFF DEVELOPMENT AND TUITION:

27.1 Orientation and staff development programs shall be provided in accordance with present policy, and the Medical Center will make reasonable effort to give employees sufficient time while on duty to attend such program. A written outline of the orientation program will be given to all new employees and those who are transferring from one unit/department to another.

27.2 In accordance with the Hackensack Meridian Health Tuition Assistance Policy, which is incorporated herein by reference and may be unilaterally modified from time to time by the employer, Hackensack Meridian Health shall offer tuition assistance to eligible team members who seek to pursue education that supports the current business needs and future objectives of the company. Hackensack Meridian Health reserves the right to terminate or amend this Tuition Assistance Policy at its sole discretion.

Scope:

Team members must meet the following criteria at the time of application creation and submission:

Policy:

All educational programs must be related to the team member's current job or an established career path within Hackensack Meridian Health.

Eligible expenses for degree programs include tuition only. Eligible expenses for Certifications include prep courses and exam fees. Prep courses will only be reimbursed upon successfully passing the exam for the certification. Team members are responsible for all ineligible expenses including, but not limited to: books, all fees, meals, lodging, transportation, and all tools or supplies. Tuition for an Associates Degree in Nursing is not an eligible expense.

Eligible expenses will be covered up to the annual benefit amount for the calendar year in which the course ends. Payment amounts are based on the Team Member's FT/PT status at the time of payment processing.

Education Program	Eligibility Criteria	Annual Part-Time Benefit Amount	Annual Full-Time Benefit Amount

Bachelor's Degree	Includes all courses taken as part of an approved degree program, as well as prior learning assessments and tests used to document knowledge for the purpose of granting credit toward an approved degree (e.g. - CLEP, ACE, DANTES).	$2,625	$5,250
Master's Degree Select Doctorate Degree's	Includes all graduate level coursework taken as part of an approved graduate degree.	$2,625	$5,250
Select Certifications / Designations	Includes prep courses and exams required to achieve an approved Certification/Designation. Only select Certifications will be eligible. Check FAQ document for which Certifications are covered.	$2,625	$5,250

Educational programs not covered include, but are not limited to:

- Associate's Degree in Nursing
- Doctorate programs outside of Nursing , Physical, Occupational Therapy or Pharmacy
- Any individual course not part of a degree program
- Individual courses for sports, recreation or hobbies, unless part of a degree program
- Certificate programs
- Continuing Education courses (CEUs)
- Seminars, conferences and workshops

APPROVABLE EDUCATION PROVIDERS

All courses related to a degree program must be provided by an institution holding Regional or National accreditation.

Certifications/Designations must be provided by a professional association, certifying body or institution authorized to award the industry accepted certification/designation.

Certification/Designation exams must be passed at a level eligible to earn the industry accepted certification/ designation. Prep courses will only be reimbursed upon successfully passing the exam for the certification.

COURSE COMPLETION REQUIREMENTS

All courses related to an undergraduate degree must be completed with a minimum grade equivalent of C or better (grades of C- are ineligible). All courses related to a graduate degree must be completed with a minimum grade equivalent of B- or better. Courses that are based on a pass/fail grading system must be completed with a passing grade. Courses in which a team member receives an incomplete, withdrawal, or equivalent grade are ineligible.

APPLICATION SUBMISSION AND APPROVAL

To be eligible to receive education assistance, a team member must submit a reimbursement application for each quarter, semester or academic term. Applications must be submitted prior to the course start date. Applications will not be accepted after the course start date. Applications will be reviewed for policy compliance by the program administrator before forwarding the application to the Team Member's immediate leader for final approval.

REIMBURSEMENT PROCESS

Upon application approval, the team member is responsible to make all required payments directly to his/her school and will be reimbursed for eligible expenses upon successful course completion. The team member is responsible for submitting proof of successful course completion (grades) and an itemized invoice of tuition and fees (proof of payment) within 60 days after course completion in order to receive reimbursement.

DEFERRED PAYMENT ARRANGEMENTS

Hackensack Meridian Health team members can enter into deferred payment agreements with their respective school at their discretion. The team member is solely responsible for any deferred payment agreement with their respective school(s).

OTHER SOURCES OF FINANCIAL ASSISTANCE

Team members receiving educational grants, scholarships, military benefits or other discounts must disclose all such financial assistance and provide documentation of how the funds were applied. Funds received from such sources will be deducted first from any expenses not covered under the program. Any remaining funds received will be deducted from eligible tuition and fees. Financial Aid received in the form of student loans will not be deducted.

TAX IMPLICATIONS

In compliance with IRS regulations (section 127), employer provided educational assistance is exempt from taxation up to a maximum of $5,250.00 per calendar year. Taxes will be assessed if, at the time of payment processing, the total amount of tuition assistance paid in the calendar year exceeds $5,250.

28. UNIFORMS AND LAB COATS:

28.1 The Medical Center shall provide four (4) lab coats or jackets to newly hired Full-Time employees who work in the Lab, Respiratory, X-Ray, Maternity/OB, O.R., R.R., and Pharmacy. The number of uniforms for Part-Time employees will be pro-rated and will be rounded up if the number of uniforms results in a fraction. Per Diem employees in these departments shall receive two (2) lab coats.

The choice of jackets or coats will be made by the majority of employees in each department. A worn or damaged lab coat or jacket shall be replaced upon returning it to the Medical Center.

For Full Time employees, up to two (2) worn or damaged lab coats or jackets shall be replaced annually upon returning it to the Medical Center. Part Time and Per Diem employees may turn in one (1) worn or damaged lab coat or jacket annually to be replaced upon returning it to the Medical Center. Replacement cost of lost lab coats or jackets will be borne by the employee.

The lab coats and jackets shall remain the property of the Medical Center and must be returned when an employee terminates his/her employment. Laundering shall be the responsibility of the employees.

The Medical Center reserves the right to institute a disposable lab coat program.

Both the Union and the Medical Center agree to include uniform color as an agenda item at a Labor-Management Committee meeting within 120 days after ratification of a new collective bargaining agreement.

29. SLEEP DAYS AND MULTIPLE SHIFTS:

29.1 SLEEP DAY:

A. A Sleep Day will be granted when an employee has worked at least sixteen (16) hours during the twenty-four (24) hour period immediately preceding the shift which is being granted as a Sleep Day. The last eight (8) hours of the sixteen (16) hours worked must have been worked immediately preceding the shift which is being granted as a Sleep Day. The Sleep Day is paid at the employee's regular compensation rate.

29.2 MULTIPLE SHIFTS:

If an employee works his/her scheduled evening shift and is available to work the night shift immediately following said evening shift, the hours worked on the night shift will be compensated at two and one-half (2 1/2) times the regular compensation rate, provided s/he works the following evening shift.

30. PERSONNEL FILES:

30.1 An employee shall be granted access to his/her personnel files within forty-eight (48) hours of receipt of a written request for access made to the Vice President of Human Resources. Photostatic copies of documents in the personnel file will be provided to the employee at a cost of twenty-five ($.25) cents per page.

The employee may rebut any derogatory material in his/ her file by submitting a written account of his/her version which shall be attached to the rebutted material.

Disciplines, including written memoranda of verbal warnings, written warnings, suspensions, or termination, and any other preceding ones, falling outside an active twelve (12) month floating period, which is measured back in time from the most recent occurrence of the same nature (be it work performance, work habits or attendance) shall not be used as the basis for any future disciplinary action.

Employee performance evaluations and conference memoranda are not disciplinary actions and therefore are not grievable. However, an employee may be disciplined for conduct discussed in the evaluation or during the conference, which discipline shall be communicated in a separate disciplinary notice and subject to Article 7.

The Medical Center shall maintain records on team members that will be available to authorized users on a need-to-know basis. Employees are responsible for reporting changes in personal data to the Human Resources Department. Because personnel records contain sensitive information, persons who use or are responsible for creating/maintaining personnel records are obligated to protect such information from unauthorized use or disclosure of the actual files. Nothing in this section prohibits employees from discussing terms and conditions of employment.

Internal Requests:
Current team members requiring specific information relevant to the performance of their job will be permitted access to documents in their personnel file which have their signature. Employment records may be viewed by team members upon request and in the presence of a Human Resources Department representative. In the event employees believe their records have incorrect or incomplete information, they may submit a written response or explanation which will be included in the file. Employees who are actively employed can request copies of any document in their file that contains their signature. Such copies will be made at a cost of $.25 per page.

External Requests:
Verification or release of personal team member information to outside sources may be supplied only if authorized in writing by the team member (i.e., mortgages), required by a valid legal process (i.e., court order or subpoena), or requested on an emergency basis by law enforcement officials. With respect to job reference requests, responses to such inquiries will confirm only dates of employment, job title, and verification of salary. Reporting of information on clinical team members is subject to guidelines outlined by the Health Care Professional Responsibility and Reporting Enhancement Act (HCPRREA).

31. COMMITTEES:

31.1 **Labor-Management Committee.** A Labor-Management Committee composed of four (4) representatives selected by the Medical Center and four (4) representatives selected by the Union shall be formed. The Labor-Management Committee's purpose shall be to discuss mutual solutions to the problems affecting Labor-management relations at the Medical Center, including issues pertaining to payroll, PTO, ESL, and leave administration, in a sincere attempt to improve the parties' basic relationship and attempt to limit the future recurrence of any such issues. The Labor-Management Committee shall meet at a reasonable time whenever requested by either party to discuss problems of concern to the Union and the Medical Center. Time spent at Labor-Management Committee meetings will be compensated in accordance with Article 3.4. The Medical Center President and the Union President shall be considered as ex-officio members of this committee.

31.2 Establishment of a New Joint Union Management Staffing Committee: The joint Labor Management Staffing Committee will meet monthly and will include at a minimum the HPAE local president and HR director. Each meeting will be devoted to one of the following core areas: Nursing, Professional, Technical, and Service & maintenance. The core area to be discussed at a meeting will be identified at least two weeks ahead of the scheduled meeting. All designated committee members will be released from work with pay to attend the meeting. Up to two representatives from management and two union representatives from the area to be discussed will be present at the scheduled meeting. The Committee will evaluate the factors affecting staffing and propose joint solutions to these issues. These factors may include but are not limited to current vacancies, current staffing, recruitment strategies, and onboarding efficiencies. This Committee replaces the current staffing committee.

The purpose and goal of this staffing committee is a joint effort by the Hospital, Union and individual members from each bargaining unit to reduce vacancies and agency usage.

The staffing committee shall:

1. Review concerns from bargaining unit members and nursing administration related to staffing.

2. Make recommendations to improve staffing on all units.

31.3 Joint Labor-management Commitment to a High Reliability Organization: To ensure that both parties continue the mutual commitment to a High Reliability Organization, both parties agree to participate in the cultural transformation of the organization by expanding the current Labor-management Committee. The composition of the Labor-Management Committee will include four (4) representatives selected by the Medical Center and four (4) representatives selected by the Union that will met at least once quarterly with a formal agenda.

31.4 Joint Committees: The Medical Center shall have the right to establish committees in the workplace that involve bargaining-unit employees. The Medical Center shall notify the Union when standing committees are established by the Medical Center that include bargaining-unit staff. This notification shall include the purpose, approximate meeting schedule and bargaining-unit staff involved. Committee members shall be afforded time during the work day to attend such meetings as approved and pre-scheduled by the manager.

Participation in all such committees on an employee's scheduled time off shall be voluntary and compensated at the employee's regular compensation rate of pay. Such off-duty time shall not count as time worked for overtime calculation. No managerial or non-bargaining-unit duties will be assumed by the employee as a result of any decision by a committee. Once the Union Chairperson of the local union has been notified of the committee and members in the first paragraph, the Union s hall have the right to designate unit members of the committees. Bargaining-unit members will have an opportunity to co-chair committees approved by the Labor-Management Committee.

Only bargaining-unit members so designated by the Union Chairperson or his/her designee shall be authorized to deal with issues concerning wages, hours and working conditions as defined as mandatory subjects of bargaining with the meaning of the National Labor Relations Act.

32. FLEXIBLE SHIFTS:

The Medical Center and the Union agree to study and implement flexible shifts on a trial basis involving units where employees are willing to participate. Such shifts will include twelve (12) hour and ten (10) hour shifts. The terms shall not be implemented until all terms are mutually acceptable by the Medical Center and the Union.

33. CLINICAL LADDERS:

The Medical Center and the Union agree to study and implement clinical career ladders for all employees in the unit providing for increased compensation when the employee

fulfills a particular criterion in study and job performance. Implementation shall not take place until all terms are mutually acceptable by the Medical Center and the Union.

34. SAFETY & HEALTH

34.1 The Medical Center shall make every effort to maintain a safe and healthy workplace.

34.2 No employee shall be expected to perform work that is dangerous to their personal safety and health.

34.3 A joint labor-management health and safety/violence prevention committee composed of three (3) representatives selected by the Medical Center and three (3) representatives selected by the Union shall be formed. The purpose of this committee is to address issues related to the health and safety of the employees at the Medical Center, including but not limited to safe patient handling, ergonomics, violence prevention, needle safety, protective equipment and clothing, exposure to pathogens and allergens, and work-related illnesses and injuries. The committee shall meet quarterly and time spent at Health and Safety Committee meetings will be compensated in accordance with Article 3.4.

35. STAFFING

35.1 The Medical Center and the Union agree that staffing needs fluctuate over time and are influenced by many factors. These factors include, but are not limited to, patient data, patient focused indicators and structure indicators. To ensure appropriate staffing, these sensitive quality indicators will be considered in determining appropriate staffing levels.

35.2 Staffing Regulatory Guidelines. The Medical Center shall abide by all staffing guidelines promulgated by the New Jersey State Department of Health and Senior Services ("NJSDOHSS") and Joint Committee on the Accreditation of Healthcare Organizations (the "JCAHO").

36. EFFECTIVE DATE AND TERMINATION:

This Agreement shall remain in full force and effect from June 1st, 2021 until May 31, 2024. In witness thereof, the parties have hereto executed this Agreement on the date indicated below.

PALISADES MEDICAL CENTER	HEALTH PROFESSIONALS AND ALLIED EMPLOYEES, AFT/AFL-CIO
_____	_____
Date:_____	_____
	Date: _____

APPENDIX A: PER DIEM EMPLOYEE

1. The Per Diem Employees (hereinafter referred to as "PD employees") must agree to be regularly available to work a minimum of sixteen (16) hours per week. The Medical Center shall have no obligation to schedule a PD any minimum number of hours. Per Diems hired after September 15, 1996 must agree to work at least two (2) of the six (6) legal holidays, including one (1) major holiday (Thanksgiving Day, Christmas Day, New Year's Day, or the Fourth of July).

2. The wage rate for the PD employees shall be as per the wage schedule, after being given recognition for all appropriate experience, both current and prior.

3. The only fringe benefits which PD employees shall receive are time and one-half (1 1/2) for hours worked on any of the holidays specified in this agreement (Article 19), shift differential (Article 16), and overtime pay as defined in Article 22. Per diems will receive overtime only after forty (40) hours in a week.

4 The probationary period for PD employees shall be 120 calendar days.

5. A Per Diem shall be available to work two (2) eight (8) hour weekend shifts every month. Per Diem employees hired after September 15, 1996 shall be available to work three (3) eight (8) hour weekend shifts per month.

6. The Medical Center shall grant PD employees reasonable amount of time off without pay for valid reasons.

7. An employee who transfers to PD employee status shall have his/her seniority frozen. A PD employee who transfers back into a Full-Time, Part-Time Benefit-Eligible or Part-Time Non-Benefit-Eligible status must remain in said status for twelve (12) months before opting to return to PD employee status.

8. When per diems are needed on a particular unit/department, former employees who have worked in said unit/department in the same job classification shall be given preference as to unit/department. However, the parties agree that former employees will not receive this work opportunity exclusively.

9. An employee who elects to transfer to a PD employee status will not be entitled to use accrued earned sick leave. However, such accruals shall remain credited to the employee and shall be available for use by the employee in the event the employee transfers back to Full-Time or Part-Time status.

10. Per Diem employees who call to cancel their shift must provide the Medical Center with four (4) hours' notice of their intent to cancel.

11. In addition to the provision of the Agreement referred to in paragraph 2 of this Appendix A, the following provisions shall also apply to PD employees: Articles/Section: 1, 2.1, 2.2B, 2.3-2.6, 3, 4, 7-13, 14.4, 15.5, 17.1.2, 17.1.3, 17.1.5-17.1.7, 17.2, 17.3, 21, 22.1, 22.2, 22.3, 22.5, 22.8, 23.1, 23.2A, B, D, and E, 27.1, 28, 30, 31, and 34.

    Provisions of the Agreement not listed in this section or Section 2 of Appendix A shall not apply to PD employees.

APPENDIX B: ON-CALL IN ULTRASOUND

Employees in the Ultrasound Department will be on-call as follows:

1. On-call will be scheduled:

Weekdays:	9:00 p.m. to 7:00 a.m.
Weekends:	Saturday and Sunday 3:30 p.m. to 7:00 a.m.
Holidays:	3:30 p.m. to 7:00 a.m.

2. The ultrasound technicians permanently assigned to the department will be offered on-call hours prior to making on-call hours available to other qualified technicians.

ON-CALL IN ECHO/VASCULAR

1. Employees in the Echo Department will be on-call as follows:

   There will be no call if the Department is otherwise staffed.

Weekdays:	4:00 p.m. to 6:30 a.m.
Weekends:	Saturday 12:30 p.m. to 7:30 a.m.
Sunday	5:00 p.m. to 6:30 a.m.
Holidays:	4:00 p.m. to 6:30 a.m.

   Employees in the Vascular Department will be on-call as follows:

Weekdays:	6:00 p.m. to 6:30 a.m.
Weekends:	1st and 3rd Saturday's 12:30 p.m. to 7:30 a.m.
	2nd and 4th Saturday's 5:00 p.m. to 7:30 a.m.
Sunday	5:00 p.m. to 6:30 a.m.
Holidays:	4:00 p.m. to 6:30 a.m.

APPENDIX C: ON-CALL IN OPERATING ROOM

OPERATING ROOM ON-CALL

A) Weekday call is mandatory for all nurses/techs in OR. Call will be scheduled from 3:30 p.m. - 7:00 a.m.

B) Weekend and holiday call is mandatory for all nurses/ techs in OR. Call will be scheduled from 7:00 a.m. - 7:00 a.m. No less than two (2) 12 hour shifts. Maximum 12 hours.

C) Call for Radiology Techs will be as follows:

Saturday – 7:00 a.m. – 11:00 p.m.
Sunday – 7:00 a.m. – 11:00 p.m.
Holidays – 7:00 a.m. – 11:00 p.m.

Call will be paid at the contractual rate as per Article 23.2.A. The Full-time and Part-time Diagnostic Technicians permanently assigned to the Department will be offered On Call hours prior to making On Call hours available to other qualified Technicians.

On Call hours shall be distributed on an equitable basis and if there are no volunteers, it will be assigned on an equitable basis.

ENDO ON-CALL

A) Weekday call is mandatory for all LPN/Endo Techs in Endo. Call will be scheduled from 5:00 pm to 11:00 pm.

B) Weekend and holiday call is mandatory for all LPN/Endo Techs in Endo. Call will be scheduled from 7:00 am to 7:00 pm.

APPENDIX D: PER DIEM CAP

The 920 hour cap on Per Diems will begin no earlier than January 1, 2022, at which time the Parties will meet and bargain over the effects, including the Per Diem's ability to apply for any open positions, so long as they have the qualifications to fill the open position.

Side Letter: Educational Assistance

The Medical Center agrees to provide educational assistance (beyond the scope of Article 27) for employees interested in becoming Registered Nurses under the following conditions:

1) Full-time and Part-time 1 employees with a year of service will be eligible for this assistance.

2) Employees will attend Bergen Community College (or other program with comparable tuition and fees).

3) Employees will maintain a grade point average of "C" or better in order to be eligible for reimbursement.

4) Employees will remain employed at Palisades Medical Center as Registered Nurses for a period of two (2) years after achieving their RN licensure, or they will repay the entire amount expended upon them.

5) The Medical Center will be responsible for tuition, fees, and hooks during this course of study and the employee will provide necessary receipts.

6) The Employee must obtain approval before beginning the course of study and complete the necessary forms, pursuant to the accepted practice under Article 27.

7) Discontinuation of this program may occur if nurse vacancies fall below 5% and the Medical Center has provided the union with 90-calendar day notice. Should the program be discontinued, the employees who are In the educational process under this program will continue to receive educational assistance until they achieve their RN, or drop out of the program.

PALISADES MEDICAL CENTER

_____

Date:

HEALTH PROFESSIONALS AND ALLIED EMPLOYEES, AFT/AFL-CIO, LOCAL 5030

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Date: _____

Side Letter: Disaster Relief Efforts

Any staff (up to two (2) in a given year), willing to aid in any FEMA or State declared disaster, can apply for a 1-week unpaid leave of absence. Any leave of absence for this purpose will be up to the discretion of Palisades. If more than two (2) employees apply for such a leave, any leave for this purpose will be based on seniority. Leave of absence for this purpose will not be unreasonably denied.

PALISADES MEDICAL CENTER

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Date:

HEALTH PROFESSIONALS AND ALLIED EMPLOYEES, AFT/AFL-CIO, LOCAL 5030

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Date: _____

Side Letter: Multi-Modality Specialist

Palisades Medical Center will establish a new classification of multi-modality specialist with a new pay grade and job duties in the Radiology Department as outlined in Article 21 of the CBA

PALISADES MEDICAL CENTER	HEALTH PROFESSIONALS AND ALLIED EMPLOYEES, AFT/AFL-CIO, LOCAL 5030
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_____	_____
Date:	_____
	Date: _____

Side Letter: Transferring between HMH Facilities

1. An employee in a bargaining-unit position with (HPAE Local 5030) Palisades Medical Center who transfers to a posted bargaining unit position at (HPAE Local 5097) the Harborage, (HPAE Local 5058) Jersey Shore University Medical Center or (HPAE Local 5138) Southern Ocean Medical Center shall maintain his or her bargaining –unit seniority at 100%.

2. Once an employee has been granted a position at the Harborage, Jersey Shore University Medical Center or Southern Ocean Medical Center, the transfer shall occur within four (4) weeks, unless an extension beyond that period of time has been mutually agreed upon. Effective January 1, 2019, such employee shall be treated as an internal transfer and shall have access to all provisions of the applicable CBA.

3. Salary and benefits offered shall be consistent with the new division's applicable CBA, current programs, and all eligibility rules of such plans.

PALISADES MEDICAL CENTER

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Date:

HEALTH PROFESSIONALS AND ALLIED EMPLOYEES, AFT/AFL-CIO, LOCAL 5030

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Date: _____

Side Letter: Staffing

The Medical Center agrees to on-board the following positions to address the Union's staffing concerns within one hundred eighty (180) days of ratification:

- 10 Registered Nurses for Med/Surg, Progressive Care and Float pool
- 5 Registered Nurses for the Emergency Department
- 8 CNAs for Med/Surg, Progressive Care and Float pool
- 2 Patient Care Techs for the Emergency Department
- 2 Maternal/Child Health Techs
- 8 Heavy Cleaners

PALISADES MEDICAL CENTER

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Date:

HEALTH PROFESSIONALS AND ALLIED EMPLOYEES, AFT/AFL-CIO, LOCAL 5030

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Date: _____

Side Letter: Pandemic Preparedness & Review Committee

The Medical Center reaffirms its commitment to providing a safe workplace for all team members, which includes supplying PPE, fit test staff, and providing other related training as appropriate.

In addition, in accordance with the CEO Coalition's Declarations of Principles (the "Declaration), Palisades Medical Center is committed to procuring and providing evidence-based personal protective equipment, technology, tools and processes to ensure that team members have the tools needed to do their jobs safely and care for patients.

In furtherance of the Declaration, the Medical Center will work to advance open communication between team members and leaders so members feel safe to speak up and provide resources to assess and support team members' emotional and social health. The Medical Center will also continue to communicate with the union and address health and safety related concerns in a timely manner.

In addition, at the start of any Pandemic, the Hospital shall provide the Union with relevant information within a reasonable timeframe. The Union understands that the employer's resources may be strained during these crises and will exercise reasonable restraint when asking for information.

To aid these discussions, the Hospital leadership will designate a point of contact for the Union. Similarly, at the start of the pandemic, HPAE will designate a pointy of contact who will represent the Union in the aforementioned process and will serve as the conduit of all relevant information. Any concerns that the Union may have will be presented by this representative to HMH's designee. The parties will agree on the appropriate format for the exchange of information at the outset of the pandemic.

PALISADES MEDICAL CENTER	HEALTH PROFESSIONALS AND ALLIED EMPLOYEES, AFT/AFL-CIO, LOCAL 5030
_____	_____
_____	_____
Date:	_____
	Date: _____

Side Letter: New Non-RN Scales for Certain Designations

In 2021, all full-time, part-time, and per diem employees in the classifications listed below will receive either (1) a 2.00% increase added to their base rate, or (2) an adjustment based on this Side Letter, whichever is greater, effective the first full pay period after July 1, 2021.

CT Scan Tech

From:
Grade 17

0	$30.87
1	$31.56
2	$32.29
3	$32.95
4	$33.65
5	$34.34
6	$35.03
7	$35.72
8	$36.42
9	$37.10
10	$37.82
11	$38.50
12	$39.19
13	$39.92
14	$40.60
15	$41.39
16	$42.09
17	$42.78
18	$43.47
19	$44.12
20	$44.77
21	$45.39
22	$46.04

To:
Grade 15

0	$32.41
1	$33.13
2	$33.90
3	$34.59
4	$34.65
5	$35.36
6	$35.90
7	$36.61
8	$37.33
9	$38.02
10	$38.76
11	$39.46
12	$40.17
13	$40.91
14	$41.41
15	$42.22
16	$42.93
17	$43.63
18	$44.35
19	$45.01
20	$45.66
21	$46.29
22	$46.96

PALISADES MEDICAL CENTER

_____

Date:

HEALTH PROFESSIONALS AND
ALLIED EMPLOYEES, AFT/AFL-CIO, LOCAL 5030

_____

_____

Date: _____

Side Letter: Referral Bonuses

1. The Medical Center will offer a bonus for referrals for new hires per the HMH Team Member Referral Program, according to the following payment schedule:

    - $300 for team member referral hired into full time position with standard hours ≥ 36 hours.

    - $100 for team member referral hired into part time position with standard hours ≥ 20 hours.

    - Additional rewards may be offered for referrals for pre-determined hard-to-fill roles.

2. All HPAE-represented Team Members are eligible to participate in the referral program.

3. Referrals that do not qualify for rewards include, but are not limited to:

    - Former team members referred for rehire.

    - Temporary team members including summer team members.

    - Transferred team members.

    - Any candidate referred previously through an agency.

    - A candidate, not previously referred through an agency, but with whom HMH had contact with in the previous 6 months as evidenced in the Applicant Tracking System.

4. Referrals must be made through the iCIMS Applicant Tracking System.

5. The Medical Center may discontinue this referral program if it proves inefficient or ineffective. Changes will be communicated in a timely fashion. Team members who refer a candidate before the program is discontinued will still receive the appropriate award.

PALISADES MEDICAL CENTER

_____

Date:

HEALTH PROFESSIONALS AND ALLIED EMPLOYEES, AFT/AFL-CIO, LOCAL 5030

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Date: _____

Side Letter: Incentive Program

Effective July 1, 2021, all Bargaining Unit members shall be eligible to participate in the HMH Incentive Plan.

HMH, in its sole discretion, reserves the right to approve and/or make any revisions to the incentive measures, goals, weights, and awards under this plan for any and all participants, or to modify the funding of the Incentive Plan in any respect for any year. HMH, in its sole discretion, reserves the right to amend or terminate the Incentive Plan in whole or in apart at any time without consent of or prior notice to any participant.

PALISADES MEDICAL CENTER	HEALTH PROFESSIONALS AND ALLIED EMPLOYEES, AFT/AFL-CIO, LOCAL 5030
_____	_____
	_____
Date:	Date: _____