AGREEMENT

between

LOCAL 5030

Health Professionals and Allied Employees

AFT/AFL-CIO

and

PALISADES MEDICAL CENTER

RN / PROFESSIONAL UNIT

June 1st, 2014 through May 31, 2017

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This Agreement made on June 1st, 2014, 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 full-time, and regular part-time, registered and graduate nurses, including charge nurses, team-leaders, utilization review nurses, central supply nurses, infectious control nurses, and all full-time and regular part-time professional employees, including certified histologists, medical technologists, bacteriologists, pharmacists, physical therapists, respiratory therapists, and social workers, MSW, mental health workers and certified alcohol counselors employed by the employer at its North Bergen, New Jersey facility, including the existing mental health facility, but excluding all other employees, office clerical employees, licensed practical nurses, technical employees, service and maintenance employees, student nurses, head nurses, in-service nurses, in-service coordinators, other nursing coordinators, chief x-ray technician, laboratory manager, the supervisor of the respiratory therapy department, director of the respiratory therapy department, nursing supervisors, and all other supervisors and guards as defined in the 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 it's 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 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 (except as set forth in section 3 of this article) 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 employee 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.

2.2A Employees (Per Diems see Appendix A, #3) shall be on probation for a period of ninety (90) calendar days. Registered Nurses shall be on probation for a period of one hundred-twenty (120) calendar days. This probationary period may be increased by an additional thirty (30) 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) day extension.

2.2B 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. During the employee's probationary period, s/he shall not be entitled to any fringe benefits under this agreement, except as hereinafter provided.

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 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, social security number and the date of birth, and of all removals from the employee payroll and the amount of dues deducted. 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.).

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 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.

2.6 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, social security/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, social security/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.

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 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. 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 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 employer 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 days shall be limited to local union business, conferences, educational purposes, and union meetings.

The Union will schedule this time two 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. 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.

C. Union representatives will make a best effort to inform their supervisor when they are leaving their work area to conduct union business and when they expect to return.

4.3 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.

4.4 All correspondence addressed to the Medical Center for the President of the Union shall be directed to the President.

5. SENIORITY:

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

5.2 Irrespective of their seniority, the representatives, including the President, 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 twelve (12) 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 qualifications 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 I employee can only bump a part-time I or II employee. A part-time II employee can only bump a part-time II 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 vacation, holiday or personal days 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 employee or an 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 quits his/her job;

D. Extending a leave of absence without prior notification to their manager;

E. Working for another employer on or off the books while on a medical or workers comp 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.

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 Any leave of absence shall not be unreasonably denied to an employee who has

completed six (6) months of employment.

For purposes of this Article, leaves of absence shall be divided into two (2) categories; paid leaves of absence and unpaid leaves of absence.

Paid leaves of absence shall include: medical leave (including maternity leave); jury duty (Article 24.2); bereavement (Articles 24.1 and 24.3). When a medical leave is taken, accrued time for illness/injury (Article 20) may be used in conjunction with State Disability Benefits, if so desired. A leave for illness, injury, disability, or combination thereof, shall not exceed six (6) months commencing with the first day of absence and may be extended for an additional six (6) months at the option of the Medical Center.

Unpaid leaves of absence shall include: personal leave, military leave, educational leave and family leave. Medical leave becomes unpaid if accrued time for illness/injury is not available. Jury duty becomes unpaid after exceeding a three (3) week period.

An employee who obtains any leave of absence by providing false reasons shall be subject to discipline/ discharge.

6.2 A personal leave of absence will not be unreasonably denied, after completion of one (1) year of employment, provided the operation of the involved department/unit so permits.

Length of Service	Length of Leave
1 year or more	45 days

Vacation and personal accruals shall be permitted to be taken in conjunction with a personal leave only when the operation of the involved department/unit so permits.

6.3 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.

6.4 Military leave shall be granted in accordance with applicable law.

6.5 Family leave shall be granted in accordance with applicable law. In the case of newborn childcare, time shall be granted not to exceed a total of six (6) months of absence and may be extended for an additional six (6) months at the option of the Medical Center. This paragraph should not be construed as granting health benefits beyond applicable family leave law.

6.6 Where possible, a request for a leave of absence shall be submitted to the Medical Center thirty (30) days prior to the commencement of the leave being sought. The Medical Center shall respond in writing to all such requests within seven (7) days,

excluding Saturdays, Sundays and Holidays, after receipt. If a leave of absence is denied, the Medical Center shall notify the Union, in writing, within twenty-four (24) hours of the time the employee is notified.

6.7 Upon the expiration of a leave of absence as designated below, the employee shall be entitled to return to work in the same position, without loss of previously accrued seniority. Upon the expiration of a leave of absence longer than as designated below, the employee shall be entitled to return to work in the same position, if available, or the first vacancy in another position for which s/he is qualified, without loss of previously accrued seniority, until a vacancy in his/her former position becomes available.

LENGTH OF SERVICE	GUARANTEE OF POSITION
1 year or more but less than 12 years	90 days
12 years or more but less than 25 years	120 days
25 years or more	150 days

The Medical Center will make its best efforts to fill the position on a temporary basis for the entire length of an employee's leave of absence. After the period for which the position is guaranteed, as set forth above, or after the employment of the temporary substitute has terminated, whichever is later, the Medical Center may fill the position on a permanent basis.

The Medical Center may post such position prior to the expiration of the guaranteed time period set forth above. If the position has not been filled when the employee is able to return upon the expiration of the leave of absence, the employee shall be entitled to return to his/her former position.

6.8 An employee who is unable to work because of any injury or illness related to his/her employment at the Medical Center shall be granted a leave of absence not to exceed eighteen (18) months.

6.9 Employees on an unpaid leave of absence will not accrue benefits except as noted in Article 26.1.1 (unpaid medical leave of absence only).

Employees on a paid leave of absence will continue to accrue benefits for the first 30 days of their leave. After the first 30 days of a paid leave of absence, employees will not continue to accrue benefits except as noted in Article 26.1.3. Employees on a Worker's Compensation leave (as referred to in Article 6.8) shall continue to accrue benefits for the entire length of the leave. Employees on a personal leave of absence shall not accrue benefits. For the purpose of this Article the word "benefits" refers to time accrued for illness/injury, vacation days and personal days.

For the first 30 days following the employee's return to work upon the expiration of an approved leave, the employee shall not be permitted to use any accrued vacation or scheduled personal days. Emergency personal days and time accrued for illness/injury are specifically excluded from this limitation.

6.10 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.

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 employer 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 as a representative is available.

7.6 A discipline shall not be issued more than twenty five (25) days after the event/incident that led to the issuance of the discipline. 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.

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 the 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 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 (2) 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. Neither the Medical Center nor the Union shall discriminate against or in favor of any employee because of race, color, creed, religion, national origin, age, gender, sexual orientation, marital status, or disability.

11. FILLING VACANT POSITIONS:

11.1 The Medical Center shall post vacant positions for seven (7) days (exclusive of Saturdays, Sundays and holidays) before the position is permanently filled. During this period, an employee desiring to be considered for a vacant position shall file a written request with the Human Resources Division. The Medical Center shall respond to employees requesting to fill said positions within ten (10) working days of the seven (7) day bid period.

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 three (3) day suspension shall not be eligible to bid on a job vacancy for six (6) months from the date of issuance of the three (3) day suspension.

11.2 An employee selected for transfer shall have a period of ninety (90) days for familiarization to the new position. If the employee is unable to qualify, s/he shall be returned to his/her former position. An employee shall have the option of returning to his/her former position with no loss of seniority, provided the employee makes the request to return to the former position within thirty (30) days of the transfer.

11.3 The Medical Center shall send a copy of all job postings, including the 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 An employee who accepts a promotion into a non-bargaining unit position (management position) will have the right to return to their prior position within a period of ninety (90) days at the option of the employee. During the ninety (90) day period, the employee shall continue to accrue all benefits and seniority. If the employee does not return to the bargaining unit by the end of the ninety (90) days, they will lose their seniority as it applies under the collective bargaining agreement.

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

12. NOTIFICATION:

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:

If any provision of this agreement is held to be in violation of any present or future State or Federal law, it shall 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 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 Except in an emergency, an employee who has been continuously employed by the Medical Center for five (5) or more years shall not be required to rotate shifts.

For the purpose of the provision, an emergency shall be deemed to exist when the Medical Center determines that it is unable to provide adequate staffing by rotating among those employees who have been employed for less than five (5) years. Coverage for an employee's use of accrued time (excluding sick leave and all leaves of absence) shall not be considered an emergency. Employees who have over five (5) years seniority may volunteer to rotate to cover an employee's use of accrued time.

The least senior of the employees on a department/unit with five (5) or more years seniority who must rotate due to an emergency will do so only for the time necessary to meet the emergency. A Medical Center deemed emergency shall not exceed thirty (30) days for any single employee. No employee shall be rotated off their shift and be replaced with an agency or Per Diem employee unless for a clinical competency need.

An employee with five (5) or more years seniority who rotates will receive two dollars and fifteen cents ($2.15) more per hour.

14.3 Nursing employees, excluding Per Diems, with six (6) 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. For the purpose of this provision 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 have been employed less than six (6) years.

Employees excluding per diems, who have less than six (6) years' seniority who float, will receive one dollar ($1.00) more per hour. Employees with six (6) years or more seniority will receive two dollars and seventy-five cents ($2.75) more per hour.

When a floating situation arises and all nursing employees have greater than six (6) or more years seniority, volunteers will first be sought. If no nursing employees volunteer to float, the least senior of the employees on a unit/department with six (6) or more years seniority shall float.

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

1. CCU, PCU, ED, Cath Lab
2. 4 East, 5th floor, Peds
3. Peds, Nursery, L&D, Post Partum
4. OR, PACU, Endo, SDS

No employee will be given an assignment for which she/he has not been adequately trained and is competent to perform the duties required. Palisades Medical Center will provide training and establish competency and will use the

N.J. Board of Nursing Practice Act as a resource.

A Float Pool will be established from vacant or newly created positions to include one full-time position on all shifts. The first two full-time day shift vacancies will be posted for transfer purposes. Thereafter, a single day shift full-time position can be dedicated to the Float Pool at the Medical Center's discretion.

Newly created part-time positions (not from vacancies or restructuring) to include up to two part-time positions on each shift, can be dedicated to a Float Pool.

If an employee is ordered to work in a unit/department other than their permanently assigned unit/department, the employee shall be entitled to pull pay, even if this occurs on an overtime shift. If the employee voluntarily works in a unit/department other than their permanently assigned unit/department, the employee will not be entitled to pull pay unless this occurs during their regularly scheduled shift.

14.4 WORK PREFERENCE: Preference for all available work time shall be given to bargaining unit employees over any other individuals. Outside Agency personnel may be utilized after available work time has 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 Nursing Division, "Overtime Availability Forms" will be submitted to a central nursing location. The forms 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.

15. CLASSIFICATION OF EMPLOYEES:

15.1 A Full-Time employee is defined as an employee who is regularly scheduled to work eighty (80) hours per two (2) week pay period.

15.2 A Part-Time I employee is defined as an employee who is regularly scheduled to work thirty-two (32) hours but less than eighty (80) hours per two (2) week pay period.

15.3 A Part-Time II employee is defined as an employee who is regularly scheduled to work less than thirty-two (32) hours per pay period.

15.4 Part-Time employees shall receive none of the benefits provided herein except that Part-Time II 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 ½) for hours as specified in Article 22.3;

15.5 Per Diem employees are defined as per Appendix A.

15.6 Weekend Flex employees are defined in Appendix B.

15.7 Weekend Special employees are defined in Appendix C.

Part-Time I employees shall receive:

A) all benefits specified for Part-Time II employees;

B) pro-rated holiday time, vacation accruals, time accruals for illness/injury and bereavement time;

C) Part Time I employees are eligible for benefits if regularly scheduled to work twenty four (24) hours per week or more. Those Part Time I employees who on 6/1/09 have accessed health and Rx coverage may continue to receive this benefit for the term of their employment. Those Part Time I incumbents who had not as of 6/1/09 participated in the medical and Rx plan may do so from 6/1/09-5/31/11.

16. SHIFT DIFFERENTIAL:

16.1 The shift differential for Registered Nurses shall be as follows:

SHIFT

Second shift:	(shifts starting after 2:45 p.m.)	$2.75
Third shift:	(shifts starting after 10:45 p.m.)	$3.25

The shift differential for all Professional employees, except RN's, shall be as follows:

SHIFT

Second shift:	(shifts starting after 2:45 p.m.)	$2.15
Third shift:	(shifts starting after 10:45 p.m.)	$2.20

16.2 Shift differential shall be included in all compensated time (except time accrued for illness/injury) and in 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-XVIII) after being given recognition for all appropriate experience, both current and prior.

2. Such experience shall include all PMC 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 PMC experience.

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

Continuous experience means that the employee has been working

without a break of greater than two (2) years.

Prior outside experience of a registered nurse in an acute care facility will be credited on a one-to-one basis minus three (3) steps.

Prior outside experience for any other job title 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. In no case can a new employee be hired at a level higher than what current employee(s) receive with equal experience (prior and current).

4. All employees will move one (1) step on the wage schedule on their anniversary of date of hire. Wage steps shall be frozen for the length of the agreement to expire September 15, 1999.

5. An employee will receive credit for PMC 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.

6. An employee will receive credit for PMC experience in an unrelated field on a three-to-one basis.

7. Employees who are on a wage step higher than that of their experience and seniority will stay on that step and will advance on the anniversary date of hire to the next step until s/he reaches the maximum step. Wage steps shall be frozen for the length of the agreement to expire September 15, 1999.

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, HPAE agrees that it will negotiate during the term of this Agreement, upon the written request by Palisades 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 PMC 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 HPAE. 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 Jonas Aarons 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 named arbitrators will conduct an 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 and part time bargaining unit employees (except incumbent RN Per Diems who are "red circled" at a higher rate) shall receive the following increases:

Effective June 1, 2014	2.25% across the board
Effective June 1, 2015	2% across the board
Effective June 1, 2016	Step movement on individual anniversary date (employees at the top of their step will receive an increase equal to the difference between their current and prior step in their grade)

Per Diems except "red circled" RNs as per 17.3:

Effective June 1, 2014	2.25%
Effective June 1, 2015	2%

The parties agree that prior to the June 1, 2014 increase being applied; the employees who are on the list of those who did not receive a step increase (effective June 1, 2013 on their individual anniversary date) will receive an increase equal to the difference between the step they are on and the prior step in their grade.

17.4 CHARGE PAY: Effective 9/16/02, employees who are designated by the Medical Center as Charge or Team Leader shall receive an additional one dollar and seventy-five cents ($1.75) per hour when functioning in such capacity. 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:

During the life of this Agreement, the Medical Center will provide a Preceptor program for those Registered Nurses who volunteer, meet Preceptor requirements, and who are designated by the Medical Center in the tutoring of other employees to a unit/department. Such program shall count as time worked.

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

This Preceptor program and the tutoring of Preceptors shall be the direct responsibility of the Education Department.

While in the clinical setting, it shall be the responsibility of the Preceptor to provide the Education Department pertinent information regarding the overall performance of the employee; said information to be used in the evaluation process of this employee.

Preceptors shall remain on their regularly assigned shift and shall not rotate. In the absence of an available Preceptor, another employee may volunteer for, and temporarily act as, Preceptor. This volunteer shall receive the Preceptor differential for all time worked in that capacity.

A Preceptor differential of one dollar twenty-five cents ($1.25) per hour shall be paid to any employee for all time spent functioning as Preceptor if said employee has completed the Preceptor Course offered by the Medical Center. A differential of fifty ($.50) cents per hour shall be paid to each employee for all time spent functioning as Preceptor if said employee has not completed the Preceptor Course offered by the Medical Center.

Other employees may receive the Preceptor differential for all time spent functioning as a Preceptor, once designated by the Medical Center, even though it is not necessary for them to take the formal program.

All newly recruited RN Per Diems will be asked and offered to be orientated into the Emergency Department.

17.6 EDUCATIONAL DIFFERENTIAL:

All registered nurses who possess a Bachelor's degree shall receive a differential of fifty ($.50) cents an hour. All those who possess a Master's degree shall receive a differential of fifty ($.50) cents an hour. Each degree will be treated separately. An employee who possesses a Bachelor's degree and a Master's degree will receive one ($1.00) dollar more per hour.

If the Bachelor's or Master's degree is from a foreign school, it must be equivalent to such degree in the United States. The Bachelor's degree and Master's degree must be in a nursing related field.

An RN who is certified CCRN, RNC, or NP, or who holds any other specialty certification, shall receive an additional certification differential of $750.00 lump sum annual payment effective 10/1/06.

Respiratory Therapists who perform pulmonary function tests will receive an additional $1.25 per hour while performing PFT.

Social Workers who hold a CADC shall receive a $200 lump sum annual payment effective 9/16/09.

18. VACATION:

18.1 All full-time employees are entitled to four (4) weeks paid vacation after one (1) year of service.

A full-time employee with eighteen (18) years of service will receive an additional day for each year after eighteen (18) to a maximum of twenty-six days.

Employees hired after June 1, 2009 shall accrue up to a maximum of 20 vacation days per year. All other aspects of this article remain as is.

18.2 Regular Part-Time I employees are eligible for vacation on a pro-rate basis.

18.3 Vacation time shall accrue in accordance with present policy.

18.4 No part of an employee's scheduled vacation may be charged to sick leave. Vacations shall be taken each year and may not be accrued from year to year unless otherwise agreed to between the Medical Center and the Union.

18.5 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. Requests for vacation time will not be unreasonably denied. The Medical Center shall respond to requests for vacation other than prime period within ten (10) calendar days.

An employee will be allowed to use vacation on a one (1) day at a time basis. The employee must provide notice ten (10) days prior to the issuance of the schedule of his/her intent to use a vacation day on this basis. The employer shall respond to the request within five (5) working days.

After six (6) months of employment, one (1) week of unearned vacation may be granted upon written request. Time off on this basis represents an advancement on vacation allowance which will be charged against the earned vacation time at the completion of one (1) year. This advancement will be deducted from the employee's final paycheck if s/he terminates before his/her first year.

18.6 RESIGNATION**:**

A) In order to receive terminal benefits, an employee who resigns is required to provide four (4) weeks advance notice to the Medical Center. Such four (4) weeks 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, personal days and vacation time.

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

18.7 VACATION PAYMENT PROGRAMError! Bookmark not defined.**:**

Effective June 1, 2014, employees with two (2) through ten (10) years of service may elect to receive a payout of up to a maximum of ten (10) earned but unused vacation days at seventy-five (75%) percent of the employee's current rate of pay. Employees with ten (10) or more years of service may elect to receive a payout of up to a maximum of fifteen (15) earned but unused vacation days at seventy-five (75%) percent of the employee's current rate of pay. If an employee chooses to participate in this program, they must elect to take a payout by November 1st of the year. The payment will be made between December 1st and December 15th of the year.

19. HOLIDAYS:

19.1 Full time employees are entitled to the following paid legal holidays:

New Year's Day	Labor Day
President's Day	Columbus Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas or the first day of Chanukah

An employee shall have the option of taking Martin Luther King, Jr. Day as a holiday in lieu of Presidents' Day.

Those employees who wish to exercise this holiday option, but work in

departments which are closed on Presidents' Day, may take a vacation or personal day, if accrued, or a day without pay on that day.

19.2 In addition, full-time employees with more than six (6) months service shall be entitled to four (4) personal days each year. Personal days shall be pro-rated; one (1) for each three (3) months of employment during the year.

Personal days may not be carried beyond twelve (12) months from the date they were earned.

Personal days shall be scheduled in advance and shall not be unreasonably denied. Two (2) personal days, for reasons of emergency, may be taken with two (2) hour advance scheduling, provided the employee notifies his/her immediate supervisor.

For employees hired after June 1, 2014, one (1) personal day, for reasons of emergency, may be taken with two (2) hour notice scheduling, provided the employee notifies his/her immediate supervisor.

Employees who work 12 hour shifts shall be allowed, by mutual agreement, the option of taking a full 12 hour personal day and supplementing the time with accrued time.

19.3 Part-time I employees are eligible for holidays and personal day benefits on a pro-rata basis.

19.4 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.

19.5 Employees shall be paid time and one-half (1 ½) for time worked on the legal holiday specified in Article 19.1 hereof and shall, in addition, receive a day off with pay within forty-five (45) days of the holiday. The employee and their manager will mutually agree on the scheduling of this day. If agreement is not reached, the manager will schedule the day to ensure it is taken and not lost. An employee who is mandated to work additional hours beyond the regularly scheduled shift on Labor Day, Thanksgiving Day, Christmas Day, or New Year's Day shall be paid two times (2) the base pay for all hours worked beyond the

regularly scheduled shift. If a holiday falls on an employee's regularly scheduled day off, the employee shall receive another day off with pay within thirty (30) days of the holiday.

An employee who is scheduled to be on-call on a holiday will receive a compensable day off, regardless if such employee is called in or not.

The Medical Center will use it's best effort to endeavor to allow employees who work 12 hour shifts to work an 8 hour shift on Christmas and New Year's Day when scheduled to work on those holidays.

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

19.7 Unless prevented from doing so by illness, injury, jury duty, or death in immediate family, an employee, to qualify for holiday pay must work his/her last scheduled shift prior to the designated holiday or day in lieu thereof, and his/her first scheduled shift subsequent to the designated holiday or day in lieu thereof, and if scheduled to work the holiday, his/her full shift on the holiday.
The Medical Center may demand proof of the foregoing, and may deny pay for such holiday if proof is requested and not furnished. An employee does not qualify for holiday pay if absent due to illness or injury for more than thirty (30) consecutive calendar days immediately preceding the holiday.

20. TIME ACCRUAL FOR ILLNESS/INJURY:

20.1 Employees, after the completion of their probationary period, shall accrue time to be used in the event of personal illness or injury. For full-time employees hired prior to 6/1/11, accruals shall be credited at the rate of one (1) day for each month of active employment, retroactive to the date of hire. For Part-Time I employees, accrual time shall be on a pro-rata basis. For full time employees hired after 6/1/11, accruals shall be credited at the rate of three-quarters (.75%) of a day for each month of active employment retroactive to the date of hire. For Part Time I employees hired after 6/1/11, accrual time shall be on a pro-rata basis. In the event of personal illness or injury, said accruals shall be used to avoid loss of income and be paid at the employee's current rate of pay. The employee may accrue up to a maximum of nine hundred sixty (960) hours.

To be eligible for these accruals under this Article, an employee must be absent due to the employee's illness or injury provided a day shift employee shall notify his/her supervisor at least two (2) hours before the start of his/her regularly scheduled shift and an evening or night shift employee shall notify the supervisor at least four (4) hours before the start of his/her regularly scheduled shift. In addition, the employee shall reasonably keep his/her supervisor informed of his/her progress while absent.

20.2 When an employee is eligible, s/he must apply for State Temporary Disability benefits. If s/he has accrued time available, the Medical Center shall pay the difference between the Temporary Disability benefits and the employee's regular wages. If she/he has accrued sick leave available, the Medical Center will pay full sick time accrual, and will be paid back when state disability pay is received by the employee. If she/he has accrued sick leave available, the Medical Center shall continue to pay the employee her/his full sick time accrual until the end of the disability leave and shall have their pro-rata sick time accrual restored upon the Medical Center's receipt of her/his disability check.

Only the pro-rata amount of sick leave based on the payment from the Medical Center, shall be deducted from the employee's accumulated leave, to the nearest hour, when the Medical Center pays the difference between the temporary disability benefits and the employee's regular wages.

20.3 The Medical Center may require proof of illness for an absence of three (3) consecutive days or more and may request the employee be examined by a Medical Center designated physician before being permitted to return to duty. If the employee is in a disciplinary mode (at the level of written discipline and/or suspension) for attendance, proof of illness/injury may be requested for any absence.

20.4 Part-Time I employees shall be credited for accrued hours on a pro-rata basis. Such part-time employees shall have the option to use accrued hours in eight (8) hour or 4.8 hour increments for eight (8) hours of time lost due to illness or injury, at the option of the employee. This section is not intended to affect the payment of time accruals as described in Article 20.2 when an employee is eligible for temporary disability benefits.

20.5 Unused accrued time for illness/injury will be forfeited upon termination, unless the employee qualifies for buy back as per Article 20.9.

20.6 Time accrued shall not be used for illness or injury occurring during a scheduled holiday, personal day or vacation, unless the employee is hospitalized. Accrued time will apply to the extent earned if illness or injury prevails beyond a scheduled holiday, personal day or vacation.

20.7 Time shall not accrue while an employee is on an unpaid leave of absence.

20.8 Work connected injuries or illnesses, requiring loss of time for seven (7) or more consecutive calendar days shall not be paid as time accrued for illness or injury nor be cause for depleting an employee's time accruals.

20.9 Employees with ten (10) or more years seniority who retire from their employment, 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.

20.10 All full-time and part-time I employees with one (1) or more years of service who maintain perfect attendance during a 12 month period (January 1st - December 31st) shall receive a lump sum bonus of $600. Perfect attendance is defined as no unexcused absences, no sick calls, no paid or unpaid leave of absence, and no absences due to inability to complete a shift or shifts due to being sent home from the Emergency Room or Employee Health. Employees with good attendance, that is absences of two (2) days or less resulting from the definition of perfect attendance shall receive a lump sum bonus of $300. All such bonuses shall be paid in the month of March of the year following the eligibility period.

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 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.

22.2 The basic workweek shall consist of forty (40) hours. The basic workday shall consist of eight (8) hours per day exclusive of a thirty (30) minute meal period.

22.3 All work performed in excess of eight (8) hours in a day or 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). Sleep Days shall count as time worked in computing weekly overtime.

22.4 The Medical Center shall have the right to require employees to work a reasonable amount of overtime, 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 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 24 hours of mandatory overtime per month.

If an employee is mandated to work a shift again within 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 bans mandatory overtime, such ban will be implemented as per the law at Palisades 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

22.5 Employees shall be entitled to two (2) breaks of fifteen (15) minutes each during each eight (8) hour shift. Employees shall be entitled to three (3) breaks of fifteen (15) minutes each during each twelve (12) hour shift. Breaks shall be scheduled by mutual agreement between the employee and the Medical Center.

22.6 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. A Registered Nurse who works twelve (12) hour shifts will work every other weekend (except as provided for in Article 22.6 Paragraph 2). If staffing permits (as determined by the Unit Director) the Registered Nurse can be scheduled to work every third (3^{rd}) weekend.

Employees hired after January 1, 1993 will be required to work every other weekend. Employees hired prior to January 1, 1993 will be required to work alternate weekends until they complete twenty-five (25) years of service. Employees, including Registered Nurses, who qualify for the weekend work exemption, may elect to work one or both days of a weekend for an equal exchange of regularly scheduled weekdays, with management approval. A differential of three dollars and ten cents ($3.10) per hour will be paid to Professional employees, and a differential of three dollars and fifty cents ($3.50) per hour will be paid to Registered Nurses for all hours worked between 10:45 pm Friday and 7:15 am Monday.

Laboratory employees shall not be required to work more than every third weekend. Any changes shall be by mutual agreement between the Medical Center and the employee.

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

22.8 If an employee calls in sick on greater than three (3) separate weekends within a six (6) month period, the employee may be required to make up any additional weekend days missed during the next six (6) months. This excludes an employee who is out on a leave of absence or on scheduled benefit time off.

For employees hired after 6/1/2014, if an employee misses more than on (1) weekend or weekend shift to work in a twelve (12) month period, the employee will be required to make up any additional weekend shifts missed within the next twelve (12) month period. The scheduling of the missed time shall be by mutual agreement between the employee and their supervisor. This excludes an employee who is out on a leave of absence or on scheduled benefit time off.

12-Hour Shifts:

All departments which have 12-shifts for Registered Nurses as of 9/15/02 shall continue offering those shifts. In all other units, 12-hour shifts may be established for six-month trial periods upon mutual agreement of the union and the medical center. Within the trial period, the employer has the right to discontinue the 12-hour shifts prior to the posting of the next schedule, after notification to the affected employees and Local 5030. The 12-hour shifts shall be offered by the employer on a voluntary basis. Positions shall be filled on a qualification and seniority basis.

If 12-hour shifts are discontinued during the trial period, all RNs who transferred into the 12-hour shift shall be returned to their eight-hour position in their respective units. Any RN hired into the 12-hour shift will be given an eight-hour position in the unit into which he/she was hired.

22.10 Additional Provisions Regarding 12-hour shifts shall be as per the attached agreement including additional language (Peds) July 2, 2001 agreement reached by the parties.

23. REPORTING AND ON-CALL PAY:

23.1 Any employee who, in the absence of advance notice given to the employee 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.

A Per Diem employee who calls 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, 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 B and F) and for all social workers as per their current practice. 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) RNs required to perform on-call duty shall be paid $6.25 for each on-call hour.

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 ½) 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 ½) 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 one-half (1 ½) rate of pay for all time actually worked when on-call employees are called in, regardless of the hours worked per week or day.

23.3 A) Respiratory Therapists required to perform on-call duty from 11:00pm to 7:00am shall be paid four dollars and fifty cents ($4.50) per hour for each on-call hour.

B) The Medical Center shall provide beepers to employees who are 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 ½) 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 shift 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 one and one-half times (1 ½ X) their base 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 three (3) hours work or pay. However, an employee recalled within the same three (3) hour period shall not receive an additional guaranteed three (3) hours of work or pay, but shall receive pay for actual time worked.

An employee recalled after the original three (3) hours of work or pay shall be entitled to an additional minimum of three (3) 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 one and one-half (1 ½) times the rate of pay for all time worked when on-call employees are called in regardless of the hours worked per week or day.

23.4 Social Worker On-Call
Effective September 16, 2002 the on-call rate for social workers will be three dollars and twenty-five cents ($3.25) per hour.

24. PAID LEAVE:

24.1 A Full-Time employee shall be entitled to up to three (3) 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, spouse, brother, sister, child, stepchild, mother-in-law or father-in-law. Compensation hereunder shall be provided only for those scheduled workdays that fall between the date of death and the day after the funeral/burial services.

A Full-Time employee shall be entitled to two (2) days off with pay for time lost from the employee's regularly scheduled work in the event of the death of a grandparent. Compensation hereunder shall be provided only for those scheduled workdays that fall between the date of death and the day after the funeral/burial services.

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 Medical Center, the employee's services are essential at the time of proposed jury service.

24.3 Part-Time I employees are eligible for bereavement pay on a pro-rata basis.

25. PENSION-RETIREMENT:

25.1 The defined benefit pension shall remain as is through December 31, 2009. Effective December 31, 2009 the pension benefit shall be frozen for both salary and service.

For future benefit accruals accumulated after January 1, 2010, the pension plan will be amended as follows.

1. Final average Compensation: Final ten (10) years.

2. Defined Benefit Formula:
For employees currently in the Defined Benefit Plan who as of January 1, 2010 have attained 25 years of service: 1.50% multiplied by final average compensation defined above multiplied by credited years of service commencing after January 1, 2010. For all other employees currently in the Defined Benefit Plan as of January 1, 2010: 1.40% multiplied by final average compensation defined above multiplied by credited years of service commencing after January 1, 2010.

3. Temporary Pension-Retirement Moratorium:
Effective January 1, 2010 there will be a moratorium on benefit accrual for the defined benefit plan and no benefits will accrue. Effective January 1, 2011 through December 31, 2011 the

moratorium will be lifted and benefits will begin to accrue only to the extent that the defined benefit formula will be .75% multiplied by final average compensation multiplied by credited years of service. Thereafter the terms as listed in Article 25.1 will apply.

25.2 Defined contribution plan participants will have 2% of gross payroll contributed annually by the Medical Center. The Medical Center will match 50% of an employee's contribution up to a maximum contribution of 3%.

The Medical Center will establish a defined contribution plan for staff employees hired 6/1/06 or thereafter as follows:

Eligibility – 18 years of age and one year of service
Vesting Schedule

0-2 years	0% vesting
2-3 years	40% vesting
3-4 years	60% vesting
4-5 years	80% vesting
Over 5 years	100% vesting

26. **INSURANCE:**

HEALTH INSURANCE Error! Bookmark not defined.**:**

1. The Medical Center will provide a two (2) tier health plan as agreed to during the negotiations of the current contract and memorialized in the Summary Plan Description dated October 1, 2014. Out of network hospitalization benefits will be provided under the same basis (deductibles, copays, maximum out of pocket expenses, etc.) as the Tier 3 in existence prior to June 1, 2014, only in the event of emergency or if the service is not available in network on Tier 1 or tier 2. Out of network physician are still covered as the tier 3 in existence prior to June 1, 2014.
2. The Medical Center will pay a portion as described below of the cost of the basic medical-surgical and major medical insurance for all Permanent Full-time employees. Eligibility for benefits for employees shall be the first of the month after ninety (90) days of employment.

Level 1 = Annual salary of $40,000 ($19.23/per hour) or less

Level 2 = Annual salary of greater than $40,000 ($19.24/per hour) but less than an annual salary of $80,000 ($38.46/per hour).

Level 3 = Annual salary of $80,000 and greater ($38.47/per hour or more)

Effective 1/1/12

Level 1 = 10% premium share for employee and
90% share for the Medical Center
Level 2 = 12% premium share for employee and
88% share for the Medical Center
Level 3 = 13% premium share for employee and
87% share for the Medical Center

Effective 1/1/13

Level 1 = 10% premium share for employee and
90% share for the Medical Center
Level 2 = 14% premium share for employee and
86% share for the Medical Center
Level 3 = 15% premium share for employee and
85% share for the Medical Center

Effective 1/1/14

Level 1 = 10% premium share for employee and
90% share for the Medical Center
Level 2 = 16% premium share for employee and
84% share for the Medical Center
Level 3 = 17% premium share for employee and
83% share for the Medical Center

3. The Medical Center shall pay its share of health insurance premiums for eligible Full-time employees while they are on a medical leave of absence which has been approved by the Medical Center in accordance with the following schedule:

Length of continuous employment	Length of Medical Center obligation
0-36 months	0 months
37-72 months	3 months
73-108 months	6 months
over 108 months	9 months

The foregoing does not apply to Life, Prescription Drug and Dental insurance.

4. An employee who has single, husband/wife, parent/child, family coverage, upon presenting proof of other coverage, may opt out of coverage.

An employee is entitled to immediate reinstatement of benefits upon life event (divorce, death, disability, loss of other insurance by spouse, loss of employment by spouse).

26.2 LIFE INSURANCE:

1. The Medical Center shall continue the present Group Life insurance coverage subject to the provisions of the existing group policies, in the face amount of thirty thousand ($30,000. dollars for each permanent Full-Time employee after such employee has completed six (6) months continuous employment with the Medical Center.

26.3 PRESCRIPTION DRUG PLAN Error! Bookmark not defined.**:**

1. The Medical Center shall pay a portion as described below of the premium cost of a Prescription Plan for each Permanent Full-time employee who has completed one (1) year of continuous employment with the Medical Center and who elects coverage. The Plan shall cover the employee and his/her eligible dependents and shall require payments for brand name prescriptions.

   The Medical Center and the Union agree to a new copay structure as per the agreement signed May 13, 2014.

Level 1 = Annual salary of $40,000 ($19.23/per hour) or less

Level 2 = Annual salary of greater than $40,000 ($19.24/per hour) but less than an annual salary of $80,000 ($38.46/per hour).

Level 3 = Annual salary of $80,000 and greater ($38.47/per hour or more)

Effective 1/1/12

Level 1 = 10% premium share for employee and
90% share for the Medical Center
Level 2 = 12% premium share for employee and
88% share for the Medical Center
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Effective 1/1/13

Level 1 = 10% premium share for employee and
90% share for the Medical Center
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86% share for the Medical Center
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85% share for the Medical Center

Effective 1/1/14

Level 1 = 10% premium share for employee and
90% share for the Medical Center
Level 2 = 16% premium share for employee and
84% share for the Medical Center
Level 3 = 17% premium share for employee and
83% share for the Medical Center

2. The Medical Center shall pay a pro-rata cost of the Prescription Drug Plan for Part-Time I employees based on the hours the Part-Time I employee is regularly scheduled to work for those Part Time I employees regularly scheduled to work twenty four (24) hours a week or more.

26.4 DENTAL PLAN:

The Medical Center shall pay a portion as described below of the premium cost of the DMO Dental Plan provided through Prudential Insurance for each Permanent Full-time employee who has completed one (1) year of continuous employment with the Medical Center and who elects coverage. The plan shall cover the employee and his/her eligible dependents as defined in the plan.

Level 1 = Annual salary of $40,000 ($19.23/per hour) or less

Level 2 = Annual salary of greater than $40,000 ($19.24/per hour) but less than an annual salary of $80,000 ($38.46/per hour).

Level 3 = Annual salary of $80,000 and greater ($38.47/per hour or more)

Effective 1/1/12

Level 1 = 10% premium share for employee and
90% share for the Medical Center
Level 2 = 12% premium share for employee and
88% share for the Medical Center
Level 3 = 13% premium share for employee and
87% share for the Medical Center

Effective 1/1/13

Level 1 = 10% premium share for employee and
90% share for the Medical Center
Level 2 = 14% premium share for employee and
86% share for the Medical Center
Level 3 = 15% premium share for employee and
85% share for the Medical Center

Effective 1/1/14

Level 1 = 10% premium share for employee and

90% share for the Medical Center
Level 2 = 16% premium share for employee and
84% share for the Medical Center
Level 3 = 17% premium share for employee and
83% share for the Medical Center

26.5 The Medical Center can change health insurance carriers so long as the benefits provided through another carrier are equal to or better than the current plan and the cost to employees is not increased.

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 TUITION: Full-Time employees with one (1) year of service will be reimbursed for costs of tuition to a maximum of twelve (12) credits per year on the following basis. The Medical Center will pay up to one hundred ($100.00) dollars per credit plus sixty percent (60%) of the tuition costs over one hundred ($100.00) dollars per credit. The employee must obtain a grade of C or better to be eligible for benefits under this article. Law and PhD degrees, except Pharm D and DPT are not eligible for reimbursement. Employees will pay back tuition reimbursement for any undergraduate or graduate courses for the last twelve (12) months, if they leave employment prior to two (2) years after the last course is completed. All tuition benefits will be capped at a maximum of $2,500 per year per employee.

Full time employees who are currently enrolled in a degree program in 2011 shall remain under the terms of the prior tuition reimbursement program for courses begun in 2011.

For full-time and part-time I RNs and LPNs the cost of challenge exams and specialty certifications will be eligible for reimbursement under the Medical Center's tuition program. This will include ACLS, PALS, BCLS, and NRP. NPP (non productive pay) will be granted in order to obtain and/or renew such certificates on the following basis:

1. Eligible employees must attend a Medical Center sponsored program, if offered.

2. No more than two (2) NPP days, if necessary, will be given for any initial certification.

3. Only one (1) NPP day will be given, if necessary, for any re-certification.

4. Part-time I RNs and LPNs will receive NPP time on a prorata basis.

Reimbursement will be granted only after the employee has provided proof of successful certification or re-re-certification.

An employee who completes a BSN degree while employed at the Medical Center and who remains employed at the Medical Center for the two year period after obtaining the degree will be entitled to $2,500 in tuition reimbursement.

28. UNIFORMS AND LAB COATS:

28.1 The Medical Center shall provide four (4) lab coats or jackets to employees who work in the lab, maternity/OB, O.R., R.R., pharmacy, physical therapy, respiratory therapy and utilization review/discharge planning. 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.

All full time employees who work in departments that are eligible for uniforms shall receive two (2) new lab coats or jackets each year by the end of the first quarter of the year. Part time and per diem employees shall receive one (1) new lab coat or jacket each year by the end of the first quarter of the year. 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.

29. SLEEP DAYS AND MULTIPLE SHIFTS:

29.1 SLEEP DAY:

A) A Registered Nurse regularly scheduled to work the day shift who is assigned to work the night shift shall receive an additional day off with pay prior to returning to the day shift provided s/he has worked five (5) consecutively scheduled nights.

B) 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 ½) times the regular compensation rate, provided he/she 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. Photostat copies of documents in the personnel file will be provided to the employee at a cost of fifteen (.15¢) 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.

31. LABOR-MANAGEMENT COMMITTEE:

A Labor-Management Committee composed of three (3) representatives selected by the Medical Center and three (3) representatives selected by the Union shall be formed. The 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 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.

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 criteria 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 Employer 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 of 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 General
Palisades Medical Center and the Union agree that staffing needs fluctuate over time and are influenced by many factors. These factors include 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 NJSDOHSS and JCAHO.

35.3 Medical Center Staffing Guidelines

A) Development of Staffing Standards for Other Units.

With twelve (12) months of the commencement date of 3/15/03, the Medical Center will, with input from Union, develop staffing standards for all nursing units as well as technical and service/maintenance titles. If the Medical Center does not develop such standards/ratios within twelve (12) months, then the Union may refer the matter to the American Arbitration Association for binding arbitration.

B) Factors to be used in developing staffing standards/ratios:

i) The Medical Center's acuity system

ii) Patient data indicators

(1) Admissions/Discharges
(2) Patient Days
(3) Case Mix Index
(4) Length of Stay
(5) Visit volume

iii) Patient focused indicators
(1) Medication error rates
(2) Patient falls
(3) Nosocomial infections
(4) Pain management
(5) Pressure sores
(6) Restraint use
(7) Patient satisfaction surveys

iv) Structure indicators
(1) Nursing hours per patient day/units of service/visit volume
(2) Use of agency staffing
(3) Staff turnover
(4) Overtime/worked hours
(5) Staff qualifications (experience, education, certification)

35.4 Advisory Committee

The Medical Center and the Union have established the Advisory Committee. The Committee will meet monthly to study the impact of the indicators listed above, to review staffing levels, and to develop staffing standards/ratios. Each co-chair shall provide the other with its meeting agenda a minimum of two (2) weeks prior to the meeting date.

Four (4) committee members will be chosen by the Medical Center and four (4) chosen by the Union.

Recommendations for changes in system or staffing will be made by the committee to the Medical Center administration for action.

35.5 Conflict Resolution

The Medical Center's failure to maintain minimum staffing levels is subject to the grievance and arbitration procedure. If it is determined that the Medical Center has understaffed on a particular unit more than fifty (50%) percent of the time during a pay period, then employees on the unit shall received a $50 bonus each shift that the unit was understaffed, provided, however, that if the short staffing is due to emergent circumstances (not including pre-scheduled staffing deficiencies and chronic short staffing) such differential shall not be paid. Grievances regarding staffing shall be presented at Step 3 and a meeting regarding the grievance shall be held within two (2) weeks of the submission of the grievance.

Article 36. Effective Date and Termination

This agreement shall remain in full force and effect from June 1, 2014 through May 31, 2017.

In witness thereof, the parties have hereto executed this agreement on the date indicated below.

PALISADES MEDICAL CENTER

Donna Cahill, VP of Human Resources

HEALTH PROFESSIONALS AND ALLIED EMPLOYEES, AFT/AFL-CIO

Ann Twomey, HPAE President

Michele Burlington, President Local 5030

Neil Balisalisa, RN, ER

John McCausland, RN, ER

Zahia Zhort, RN, ICU

E. Ramona Figueroa, HSKG

Gary Ungar, Plant Operations

Nancy Martell, CNA, ICU

Lourdes Rodriguez, Lab

Narciso Ares Cruz, Physical Therapist

Grade I Placement Counselor, Social Worker (BS)	06/01/2014	06/01/2015
0	23.65	24.12
1	24.08	24.56
2	24.52	25.01
3	24.99	25.49
4	25.45	25.96
5	25.89	26.41
6	26.34	26.87
7	26.78	27.32
8	27.25	27.80
9	27.68	28.23
10	28.13	28.69
11	28.59	29.16
12	29.03	29.61
13	29.52	30.11
14	29.98	30.58
15	30.47	31.08
16	30.93	31.55
17	31.39	32.02
18	31.82	32.46
19	32.27	32.92
20	32.69	33.34
21	33.10	33.76
22	33.50	34.17

Grade II Social Worker (MSW), Sr. Placement Counselor	06/01/2014	06/02/2015
0	24.75	25.25
1	25.48	25.99
2	26.21	26.73
3	26.92	27.46
4	27.64	28.19
5	28.34	28.91
6	29.07	29.65
7	29.79	30.39
8	30.51	31.12
9	31.24	31.86
10	31.94	32.58
11	32.70	33.35
12	33.39	34.06
13	34.11	34.79
14	34.98	35.68
15	35.85	36.57
16	36.59	37.32
17	37.32	38.07
18	38.05	38.81
19	38.76	39.54
20	39.44	40.23
21	40.11	40.91
22	40.77	41.59

Grade III Physical Therapist		
0	29.71	30.30
1	30.62	31.23
2	31.53	32.16
3	32.41	33.06
4	33.32	33.99
5	34.22	34.90
6	35.14	35.84
7	35.99	36.71
8	36.92	37.66
9	37.85	38.61
10	38.72	39.49
11	39.62	40.41
12	40.54	41.35
13	41.43	42.26
14	42.32	43.17
15	43.41	44.28
16	44.29	45.18
17	45.20	46.10
18	46.14	47.06
19	47.00	47.94
20	47.86	48.82
21	48.69	49.66
22	49.52	50.51

Grade IV Pharmacist		
0	43.10	43.96
1	44.88	45.78
2	45.77	46.69
3	46.69	47.62
4	47.60	48.55
5	48.50	49.47
6	49.39	50.38
7	50.33	51.34
8	51.55	52.58
9	53.16	54.22
10	54.75	55.85
11	55.93	57.05
12	57.09	58.23
13	58.26	59.43
14	59.42	60.61
15	60.58	61.79
16	61.74	62.97
17	62.91	64.17
18	64.07	65.35
19	65.18	66.48
20	66.28	67.61
21	67.34	68.69
22	68.37	69.74

Grade V Senior Pharmacist	06/01/2014	06/01/2015
0	42.65	43.50
1	43.96	44.84
2	45.23	46.13
3	46.52	47.45
4	47.82	48.78
5	49.12	50.10
6	50.42	51.43
7	51.70	52.73
8	53.00	54.06
9	54.27	55.36
10	55.57	56.68
11	56.87	58.01
12	58.17	59.33
13	59.46	60.65
14	60.78	62.00
15	62.05	63.29
16	63.36	64.63
17	64.62	65.91
18	65.92	67.24
19	67.19	68.53
20	68.40	69.77
21	69.58	70.97
22	70.73	72.14

Grade VI PSG Technologist	06/01/2014	06/02/2015
0	27.96	28.52
1	28.84	29.42
2	29.74	30.33
3	30.66	31.27
4	31.56	32.19
5	32.46	33.11
6	33.36	34.03
7	34.27	34.96
8	35.18	35.88
9	36.03	36.75
10	36.96	37.70
11	37.88	38.64
12	38.77	39.55
13	39.65	40.44
14	40.55	41.36
15	41.64	42.47
16	42.57	43.42
17	43.48	44.35
18	44.38	45.27
19	45.25	46.16
20	46.14	47.06
21	46.97	47.91
22	47.78	48.74

Grade VII Senior PSG Technologist		
0	31.06	31.68
1	31.98	32.62
2	32.89	33.55
3	33.80	34.48
4	34.71	35.40
5	35.62	36.33
6	36.55	37.28
7	37.45	38.20
8	38.38	39.15
9	39.30	40.09
10	40.18	40.98
11	41.12	41.94
12	42.03	42.87
13	42.95	43.81
14	43.84	44.72
15	44.79	45.69
16	45.70	46.61
17	46.61	47.54
18	47.52	48.47
19	48.39	49.36
20	49.25	50.24
21	50.09	51.09
22	50.91	51.93

Grade VIII Certified Alcohol Counselor		
0	22.03	22.47
1	22.74	23.19
2	23.45	23.92
3	24.18	24.66
4	24.88	25.38
5	25.58	26.09
6	26.34	26.87
7	27.06	27.60
8	27.79	28.35
9	28.50	29.07
10	29.19	29.77
11	29.97	30.57
12	30.66	31.27
13	31.36	31.99
14	32.10	32.74
15	32.99	33.65
16	33.68	34.35
17	34.41	35.10
18	35.13	35.83
19	35.83	36.55
20	36.50	37.23
21	37.17	37.91
22	37.80	38.56

Grade IX Mental Health Worker	06/01/2014	06/01/2015
0	17.97	18.33
1	18.60	18.97
2	19.23	19.61
3	19.85	20.25
4	20.50	20.91
5	21.12	21.54
6	21.74	22.17
7	22.37	22.82
8	23.02	23.48
9	23.65	24.12
10	24.29	24.78
11	24.88	25.38
12	25.52	26.03
13	26.18	26.70
14	26.78	27.32
15	27.54	28.09
16	28.18	28.74
17	28.81	29.39
18	29.45	30.04
19	30.05	30.65
20	30.65	31.26
21	31.22	31.84
22	31.79	32.43

Grade X Respiratory Therapist (non-cred/temp license)	06/01/2014	06/02/2015
0	22.27	22.72
1	22.79	23.25
2	23.31	23.78
3	23.82	24.30
4	24.40	24.89
5	24.90	25.40
6	25.45	25.96
7	25.97	26.49
8	26.52	27.05
9	27.07	27.61
10	27.60	28.15
11	28.14	28.70
12	28.66	29.23
13	29.18	29.76
14	29.72	30.31
15	30.38	30.99
16	30.89	31.51
17	31.43	32.06
18	31.96	32.60
19	32.47	33.12
20	32.97	33.63
21	33.44	34.11
22	33.91	34.59

Grade XI Respiratory Therapist (licensed/certified)		
0	25.45	25.96
1	25.96	26.48
2	26.51	27.04
3	27.06	27.60
4	27.58	28.13
5	28.06	28.62
6	28.65	29.22
7	29.18	29.76
8	29.71	30.30
9	29.96	30.56
10	30.80	31.42
11	31.23	31.85
12	31.85	32.49
13	32.38	33.03
14	32.96	33.62
15	33.59	34.26
16	34.09	34.77
17	34.63	35.32
18	35.16	35.86
19	35.66	36.37
20	36.19	36.91
21	36.65	37.38
22	37.13	37.87

Grade XII Respiratory Therapist (registered)		
0	27.88	28.44
1	28.51	29.08
2	29.15	29.73
3	29.75	30.35
4	30.40	31.01
5	30.93	31.55
6	31.63	32.26
7	32.27	32.92
8	32.90	33.56
9	33.54	34.21
10	34.13	34.81
11	34.73	35.42
12	35.40	36.11
13	36.00	36.72
14	36.63	37.36
15	37.36	38.11
16	37.97	38.73
17	38.60	39.37
18	39.22	40.00
19	39.83	40.63
20	40.42	41.23
21	40.98	41.80
22	41.54	42.37

Grade XIII Registered Nurse, Sr. MSW	06/01/2014	06/01/2015
0	32.89	33.55
1	33.50	34.17
2	34.71	35.40
3	36.30	37.03
4	37.69	38.44
5	38.52	39.29
6	39.38	40.17
7	40.20	41.00
8	41.10	41.92
9	41.92	42.76
10	42.76	43.62
11	43.63	44.50
12	44.47	45.36
13	45.31	46.22
14	46.17	47.09
15	47.17	48.11
16	48.49	49.46
17	49.81	50.81
18	51.14	52.16
19	52.40	53.45
20	53.64	54.71
21	54.85	55.95
22	56.02	57.14

Grade XIV Sr. Pharmacist II	06/01/2014	06/02/2015
0	49.12	50.10
1	50.42	51.43
2	51.70	52.73
3	53.00	54.06
4	54.27	55.36
5	55.57	56.68
6	56.87	58.01
7	58.17	59.33
8	59.46	60.65
9	60.78	62.00
10	62.04	63.28
11	63.35	64.62
12	64.62	65.91
13	65.92	67.24
14	67.22	68.56
15	68.50	69.87
16	69.80	71.20
17	71.08	72.50
18	72.38	73.83
19	73.61	75.08
20	74.85	76.35
21	76.03	77.55
22	77.19	78.73

Grade XV Medical Technologist		
0	25.99	26.51
1	26.43	26.96
2	26.90	27.44
3	27.34	27.89
4	27.81	28.37
5	28.25	28.82
6	28.69	29.26
7	29.12	29.70
8	29.60	30.19
9	30.04	30.64
10	30.48	31.09
11	30.95	31.57
12	31.40	32.03
13	31.87	32.51
14	32.32	32.97
15	32.83	33.49
16	33.27	33.94
17	33.73	34.40
18	34.18	34.86
19	34.62	35.31
20	35.06	35.76
21	35.47	36.18
22	35.87	36.59

Grade XVI Medical Technologist (ASCP/ISCLT)		
0	27.11	27.65
1	27.84	28.40
2	28.56	29.13
3	29.27	29.86
4	30.00	30.60
5	30.71	31.32
6	31.43	32.06
7	32.16	32.80
8	32.88	33.54
9	33.62	34.29
10	34.32	35.01
11	35.07	35.77
12	35.76	36.48
13	36.47	37.20
14	37.33	38.08
15	38.20	38.96
16	38.94	39.72
17	39.66	40.45
18	40.41	41.22
19	41.11	41.93
20	41.80	42.64
21	42.45	43.30
22	43.10	43.96

Grade XVII Physical Therapist Clinical Specialist	06/01/2014	06/01/2015
0	33.21	33.87
1	33.78	34.46
2	34.37	35.06
3	34.93	35.63
4	35.51	36.22
5	36.08	36.80
6	36.66	37.39
7	37.24	37.98
8	37.81	38.57
9	38.41	39.18
10	38.96	39.74
11	39.54	40.33
12	40.11	40.91
13	40.71	41.52
14	41.27	42.10
15	41.85	42.69
16	42.40	43.25
17	43.57	44.44
18	44.73	45.62
19	45.87	46.79
20	47.02	47.96
21	48.18	49.14

Grade XVIII Histology Tech (certified)	06/01/2014	06/02/2015
0	24.72	25.21
1	26.02	26.54
2	27.42	27.97
3	28.74	29.31
4	29.63	30.22
5	30.50	31.11
6	31.42	32.05
7	32.29	32.94
8	33.20	33.86
9	34.09	34.77
10	34.96	35.66
11	35.88	36.60
12	36.77	37.51
13	37.73	38.48
14	38.70	39.47
15	39.97	40.77
16	40.96	41.78
17	41.97	42.81
18	42.97	43.83
19	43.92	44.80
20	44.87	45.77
21	45.78	46.70
22	46.66	47.59

RN / PROFESSIONAL PER DIEM EXPERIENCE

0 but less than 3 yrs =	Step 0 + 30%
3 but less than 7 yrs =	Step 3 + 30%
7 years or more =	Step 6 + 30%

Respiratory Therapist Per Diem		
Days/Evening	$36.87	$37.61
Nights	$37.87	$38.61

Physical Therapist - Per Diem		
	$45.30	$46.21

Physical Therapist Clinical Specialist - Per Diem		
	$55.84	$56.96

RN Per Diem (red circled)		
Days	$49.86	$49.86
Evening/Night	$55.16	$55.16
Weekends/Holiday	$63.65	$63.65

RN Per Diem hired on or after 6/2/2012		
Day	$40.90	$41.72
Evening / Night	$47.90	$48.72
Wknd Day	$45.90	$46.72
Wknd Evening / Night	$52.90	$53.72
Holiday Day	**$40.90	**$41.72
Holiday Evening	**$43.65	**$44.47
Holiday Night	**$44.15	**$44.97

*If holiday is on wknd, shift paid with wknd rates
**At time-and-one-half

APPENDIX A: PER DIEM EMPLOYEE

1. The Per Diem Employees (hereinafter referred to as "PD") must agree to be regularly available to be regularly scheduled 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 9/15/96 must agree to work two (2) of the eight (8) 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 shall be as per the wage schedule VIII, after being given recognition for all appropriate experience, both current and prior. Per Diem Employees will be paid during their probation at a rate 5% below their regular hire rate. Immediately after completing the Per Diem probation they shall receive their regular pay rate.

   The only fringe benefits which the PD shall receive are time and one-half (1 1/2) for hours worked on any of the holidays specified in this agreement (Article 19.5), shift differential (Article 16), and educational differential (Article 17.6). Per Diems will receive overtime only after forty (40) hours in a week..

3. The probationary period shall be ninety (90) working days or six (6) months, whichever comes first.

4. A Per Diem employee shall be available to work two (2) eight (8) hour weekend shifts every month. Per Diems hired after 9/15/96 shall be available to work three (3) eight (8) hour weekend shifts per month, except Registered Nurses.

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

6. An employee who transfers to a PD status shall have his/her seniority frozen. A PD who transfers back into a Full-Time, Part-Time I or Part-Time II status must remain in said status for six (6) months before opting to return to PD.

7. 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. The parties agree that former employees do not receive the work opportunity exclusively.

8. An employee who elects to become a PD will not be entitled to use time accrued for illness/injury. However, any such accruals shall remain credited to the employee and shall be available for use by the employee in the event the employee transfers to Full-Time or Part-Time I status.

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

10. In addition to the provisions of the Collective Bargaining Agreement referred to in paragraph 2 hereof, the following provisions shall also apply: Articles/Section: 1; 2.1; 2.2B; 2.3-2.9; 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; 22.4; 22.6; 23.1; 23.2; 23.2 (A), (B), (D), (E); 27.1; 28.1; 30; 31; 34.

Provisions of the contract not listed in this section or Section 2 hereof shall not apply to PD.

APPENDIX B: WEEKEND FLEX EMPLOYEES

The Medical Center shall create the weekend flex shift classification.

1. For the purpose of this section, weekend hours are defined as Friday 2:45 p.m. to Monday 7:15 a.m.

2. A weekend flex employee may work two (2) twelve (12) hour shifts or three (3) eight (8) hour shifts.

12 HOUR SHIFTS	8 HOUR SHIFTS
6:45 a.m. - 7:15 p.m.	6:45 a.m. - 3:15 p.m.
6:45 p.m. - 7:15 a.m.	2:45 p.m. - 11:15 p.m.
	10:45 p.m. - 7:15 a.m.

3. Breaks and meal periods for the eight (8) hour shift are as per the contract. Breaks and meal periods for the twelve (12) hour shifts are as per the flexible shift agreement.

4. Such employee must work every weekend and will receive two (2) weekend shifts off every three (3) months. The Medical Center will make every reasonable effort to grant employee's preference when scheduling weekends off.

5. Such employee's rate of pay will be determined by the "Wage and Experience" clause of this agreement. Employees will receive forty (40) hours of pay for twenty-four (24) hours of weekend work. An employee will receive forty (40) hours of pay for weekend work only if all scheduled hours are worked. Otherwise, straight time will be paid.

6. The weekend flex shift employee may volunteer to work hours in addition to the twenty-four (24) required on the weekend. Such employee will receive time and one-half (1 ½) rate of pay for all hours worked greater than eight (8) in a day or forty (40) hours in a week for an employee working an eight (8) hour shift and time and one-half (1 ½) for hours worked greater than twelve (12) in a day or forty (40) in a week for the employee scheduled to work a twelve (12) hour shift.

7. Weekend flex shift employees will not receive any benefits except applicable differentials and tuition reimbursement not to exceed $3,000 per year.

8. An employee who changes classification to weekend flex shift will be paid for all earned but unused vacation days, holidays and personal days.

9. The application of shift differential for employees working eight (8) hour shifts will be as

per Article 16.1. For employees scheduled to work twelve (12) hour shifts, no shift differential will be paid for the 6:45 a.m. to 7:15 p.m. shift. The night shift differential will be paid for each hour worked on the 6:45 p.m. to 7:15 a.m. shift.

10. The Medical Center retains the right to decide the number of such weekend flex positions that shall be created and in which job titles.

APPENDIX C: WEEKEND SPECIAL

The Medical Center shall create the weekend special classification.

1. For the purpose of this section, weekend hour are defined as Friday 6:45 p.m. to Monday 7:15 a.m.

2. The weekend special employee must work two (2) twelve (12) hour shifts on each weekend and is required to work three (3) weekends per month. The Medical Center will make every reasonable effort to grant an employee's preference when scheduling weekends off.

3. The rate of pay for RNs per hour is as follows:

Effective:	9/16/99	9/16/00	9/16/01
Shift commencing at 6:45 a.m.	$33.20	$34.28	$35.07
Shift commencing at 6:45 p.m.	$39.13	$40.40	$41.33

   The rate of pay for the other professionals will be $5.00 per hour above the per diem rate for their job title for all hours worked fulfilling the weekend special requirement.

4. The weekend special employee may volunteer to work hours in addition to the twenty-four (24) required on the weekend. All such hours worked will be paid at the regular per diem rate of pay.

5. When working the required weekend hours, the employee will receive time and one-half (1 ½) for all hours worked greater than twelve (12) in a day or forty (40) in a week. When working additional hours, the employee will receive time and one-half (1 ½) for all hours worked greater than eight (8) in a day or forty (40) in a week.

6. Breaks and meal periods for the twelve (12) hour shift are as per the flexible shift agreement.

7. Weekend special employees will not receive any benefits or differentials but will receive tuition reimbursement not to exceed three thousand ($3,000.00) dollars per year. When the weekend special employee is working additional hours and receiving the regular weekend rate of pay, such employee will be entitled to the differentials and benefits afforded to regular per diems for those additional hours worked.

8. The Medical Center shall have the right to decide the number of weekend special positions that will be created and in which job titles.

APPENDIX D: SPECIAL FLOAT POOL

The Medical Center and the Union agree to the establishment of a "Special FLOAT Pool" (SFP) which will make day shift positions available to evening and night shift RNs as an alternative to resignation. The following provisions shall cover the program:

1. In order to qualify, an RN must be in the employ of the Medical Center for a minimum of eighteen (18) months. The Medical Center may offer a special FLOAT position to an RN when it is imperative for retention purposes that an evening or night shift RN be transferred to the day shift.

2. The RN must agree and understand that in a FLOAT position s/he shall be assigned to any unit and that this assignment will likely change from day to day.

3. An RN in the SFP as a result of this agreement must bid for the first regular day shift position that becomes available for which s/he is qualified. The RN must continually bid for every regular day shift position that becomes available until s/he is transferred into a regular slot. The RN can always bid for a regular evening or night shift position that becomes available. No preference shall be given to a SFP RN in the bidding process.

4. The total number of SFP positions available to RNs shall never be greater than three (3) full-time equivalent positions. Per diem RNs shall not be counted in this determination.

5. An RN transferring to the SFP shall do so on a voluntary basis. The selection of an RN for the SFP shall be at the sole discretion of the Medical Center and not subject to arbitration.

APPENDIX E: ON-CALL PER DIEM IN O.R. AND R.R.

1. This shall apply to RNs only who work in the Operating Room or Recovery Room.

2. To be eligible, a per diem employee may be required to fulfill the following commitment as determined by the Medical Center.

    a) Must work one (1) eight (8) hour shift per week as scheduled by the Medical Center.

    b) Must accept call for up to forty-eight (48) hours per month as assigned by the Medical Center.

4. A per diem employee who fails to meet the eligibility requirements will lose the OR/RR premium rate of pay. The per diem employee will then drop back to the regular RN per diem rate until s/he meets the eligibility requirements and works at the lower rate for the same number of hours previously paid at the premium rate despite being ineligible.

5. An on-cal per diem in OR and RR who receive the special rate per hour will be eligible for the guaranteed four (4) hours of pay when called in as per Article 23.2 (d) but such will be paid at straight time instead of time and one-half (1 ½).

6. Qualified full-time and part-time employees will be offered on-call hours prior to making on-call hours available to per diem employees.

APPENDIX F: ON-CALL IN RECOVERY ROOM/OPERATING ROOM

RECOVERY ROOM ON-CALL:

A) Mandatory participation except for SDS or Endoscopy staff hired prior to June 1, 1989.

B) Weekend call is mandatory for nurses in RR except for staff hired before August 31, 1988. Weekend call from 8:00 a.m. to 8:00 a.m. Saturday and 8:00 a.m. to 8:00 a.m. Sunday.

C) Weekday call is mandatory for all nurses in RR. Call will be scheduled from 11:00 p.m. to 8:00 a.m. Monday to Friday

D) Holiday call is mandatory for all nurses in RR. Call will be scheduled from 8:00 a.m. to 8:00 a.m.

E) The RR nurses will cover the limited absences of the 4:00 p.m. - 12:00 midnight nurse due to vacation, holiday time and sick time on a voluntary basis. If no one volunteers, the Medical Center will seek volunteers from the OR, per diems and other qualified nurses. If no one volunteers, the least senior RR nurse may be assigned to cover the 4:00 p.m. - 12:00 midnight shift on an on-call basis.

F) On-call requirements of the RR staff will be determined by dividing the total on-call hours by the number of nurses on staff as of April 26, 1989. Should the staffing numbers decrease, the on-call requirement will not be increased but may be readjusted by the Medical Center. For example, if the evening shift position was vacant, the Medical Center may choose to eliminate the night shift on-call entirely and limit on-call to the evening shift until the position once again is filled.

OPERATING ROOM ON-CALL

A) Weekday call is mandatory for all nurses/techs in the 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.

ENDO ON-CALL

A) Weekday call is mandatory for all RNs in Endo. Call will be scheduled from 5:00 pm to 7:00 am.

B) Weekend and holiday call is mandatory for all RNs in Endo. Call will be scheduled from 7:00 am to 7:00 am Weekends and Holidays.

C) SDS staff will be cross-trained in Endo call.

SIDE LETTER

ADVISORY COMMITTEE

The Medical Center and the Union agree to the establishment of an advisory committee to address the staffing issues of the three bargaining units. There will be two sub-committees, one in the Nursing Division and one in the Ancillary Services Division. Each sub-committee shall be comprised of three Union members chosen by the Union, and three Medical Center representatives, selected by the Medical Center. The committee shall meet quarterly, unless otherwise mutually agreed, commencing January 1, 2000.

The committee will address the following issues: overtime (voluntary and mandatory), per diem cancellation, staffing and scheduling. The Medical Center will provide the necessary information and data for the committee's use. The information is Medical Center property and will be kept confidential.

The committee will forward any suggestions for change or improvements to the leadership of the respective divisions. Acceptance or rejection of these suggestions offered will not be subject to the grievance and arbitration clause of the contract.

PALISADES MEDICAL CENTER

12.3.04
Date

HEALTH PROFESSIONALS AND ALLIED EMPLOYEES, AFT/AFL-CIO

SIDE LETTER

LOW CENSUS

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

PALISADES MEDICAL CENTER

Date: 12.3.04

HEALTH PROFESSIONALS AND ALLIED EMPLOYEES, AFT,AFL/CIO

Date: 12/10/04

SIDE LETTER

PEDIATRICS STAFFING

"The Medical Center will endeavor to assign a volunteer to the Pediatrics Unit on the day and evening shifts when there is only one (1) RN on duty. The 4 East Unit Secretary is available to make rounds to assist as warranted."

PALISADES MEDICAL CENTER

12.3.04
Date

HEALTH PROFESSIONALS AND ALLIED EMPLOYEES, AFT/AFL-CIO

SIDE LETTER

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 programs 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 books 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

11/17/2014
Date

HEALTH PROFESSIONALS AND ALLIED EMPLOYEES, AFT/AFL-CIO

11/21/2014
Date

SIDE LETTER

A referral bonus of $2,500 shall be established for any Pharmacist title, to be distributed to a referring employee(s) as per the agreement of 7/2/01. The Medical Center has the right, after notification to the Union, to discontinue the referral bonus at any time.

PALISADES MEDICAL CENTER

12.4.04
Date

HEALTH PROFESSIONALS AND ALLIED EMPLOYEES, AFT/AFL-CIO

SIDE LETTER

The Medical Center and the Union agree to a Vacation Request process as follows:

1. The employee will submit the vacation request to the Manager.
2. The Manager will acknowledge the request by hand stamp "Received" with the time and date the request was submitted.
3. If the stamp is not available, the Manager shall date and time the request by hand.
4. A copy of the request form with the information above will be immediately returned to the employee.

PALISADES MEDICAL CENTER

11/1/2014
Date

HEALTH PROFESSIONALS AND ALLIED EMPLOYEES, AFT/AFL-CIO

11/21/2014
Date

SIDE LETTER

Effective March 1st, 2012, the Medical Center will add the following staff:

1. One (1) FTE Heavy Cleaner on the night shift.

2. One (1) FTE Transporter to be shared as determined by the Medical Center between the Emergency Department and the Same Day Surgery Departments. Flex shift to be determined by the Medical Center.

3. A .2 FTE Certified Nursing Assistant on Weekends in the Maternal Child Health Department.

4. The Medical Center will make its best effort to ensure that the Certified Nursing Assistants scheduled for the Pediatrics Unit are not floated off the Unit, particularly during full census.

PALISADES MEDICAL CENTER

11/10/2014
Date

HEALTH PROFESSIONALS AND ALLIED EMPLOYEES, AFT/AFL-CIO

11/21/2014
Date

SIDE LETTER

The Medical Center and the Union agree that modifications to the Defined Benefit Pension Plan for the calendar years 2012 and 2013 will not be a mandatory topic for bargaining in the negotiations for renewal of the collective bargaining agreements expiring on May 31, 2011. This agreement is intended specifically to be separate from the Parties' collective bargaining agreement and to be enforceable beyond its expiration.

PALISADES MEDICAL CENTER

11/12/2014
Date

HEALTH PROFESSIONALS AND ALLIED EMPLOYEES, AFT/AFL-CIO

11/21/14
Date

SIDE LETTER

The Medical Center will add the following staff:

1. One (1) full time Heavy Cleaner in the Emergency Department.

2. Seven (7) full time equivalent Nursing Assistants (up to fourteen (14) part time Nursing Assistants). Within thirty (30) days of the signing of the collective bargaining agreement, the parties will meet to discuss the shifts, units, and status (full time or part time) of these positions.

3. One (1) part time Registered Nurse on CCU/PCU on days, evenings and nights (each shift). These positions will be shared by CCU/PCU and not considered a float.

4. One (1) part time Registered Nurse on 4 East/the 5th floor on days and evenings (each shift). These positions will be shared by 4 East/5th floor and not considered a float.

PALISADES MEDICAL CENTER

5/21/14
Date

HEALTH PROFESSIONALS AND ALLIED EMPLOYEES, AFT/AFL-CIO

5/21/14
Date

SIDE LETTER

Lab – Within three (3) weeks of the signing of the new collective bargaining agreement, the parties will meet to discuss the subject of medical tech coverage on weekend night shifts and to consider ways to resolve this subject. Any resolution will be implemented within an additional three (3) weeks.

PALISADES MEDICAL CENTER

5/21/14
Date

HEALTH PROFESSIONALS AND
ALLIED EMPLOYEES, AFT/AFL-CIO

5/21/14
Date

Side Letter
HPAE Retiree Medical Trust
December 18, 2014

The Union and the Medical Center agree to amend the side letter, HPAE Retiree Medical Trust, in the collective bargaining agreement. The parties agree that the vote called for in the side letter to the prior contracts was accomplished in a previous CBA cycle.

This side letter confirms that the Medical Center shall continue to forward the contribution to the Trust as voted by the covered members of the RN/Professional bargaining unit and the contributions shall be due at the Trust office at the 10th of the month following the month for which the contribution is made.

The Medical Center assumes no obligation, financial or otherwise regarding the HPAE Retiree Medical Trust or any provisions of this letter. The Union shall indemnify and hold the Medical Center harmless against any and all claims, demands, lawsuits or other actions that might arise out of this agreement, or any claims, lawsuits filed by any persons related to the deductions of monies, or collection of monies in regards to the HPAE Retiree Medical Trust pursuant to this letter.

Ann Twomey 2/2/15

Ann Twomey Date
President
Health Professionals and Allied Employees
AFT/AFL-CIO

2/13/2015

Donna Cahill Date
Vice President, Human Resources
Palisades Medical Center

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CONSTITUTION

AND

BY-LAWS

OF

LOCAL #5030

THE HEALTH PROFESSIONALS AND ALLIED EMPLOYEES

AFT/AFL-CIO

Amended and ratified by membership of Local #5030
July 21, 2011

CONSTITUTION & BY-LAWS OF LOCAL #5030

ARTICLE I. NAME:

The name of this organization shall be the **Health Professionals and Allied Employees, Local 5030.**

ARTICLE II. OBJECTIVES:

The objectives of this organization shall be as follows:

A. To provide representation for all its members to bargain collectively with respect to wages, hours and working conditions of employment, to negotiate written agreements with employers relating thereto and to achieve benefits and working conditions at all levels commensurate with the skills and expertise required of its members.

B. To seek appropriate recognition of the skills and training required of its members in all specialized professional and allied occupations and to formulate and adopt such ethical practices and personnel requirements to elevate the status of all of its members.

C. To achieve an optimal working environment through a more satisfied membership.

D. To maintain and improve employment standards related to members and to critically examine and evaluate all new developments relating to their professions and all legislation which may have an effect upon the membership.

E. To enable members to speak with a common voice on matters pertaining to their professional and common interests.

F. To engage in research and educational activities to promote a better understanding and advancement of this organization.

G. To foster and develop harmonious relations with other labor organizations.

H. To promote the health, wealth and safety of all members and to take such action as may be necessary to protect the interest of the organization and each of its members and affiliates.

I. To engage in all other lawful and incidental activities and to take such other action as shall be necessary to effectuate the aforesaid objectives of this organization.

J. To develop an effective channel of communication between the employer and our members.

ARTICLE III. JURISDICTION

The jurisdiction of this Local 5030 is the health professionals and allied employees at Palisades Medical Center, North Bergen, New Jersey 07047.

ARTICLE IV. MEMBERSHIP:

Section 1. Qualifications

A. All hospital professionals and allied employees and any other employee in the health care field whose membership is not specifically prohibited by this Constitution and By-Laws of this organization shall be eligible for membership so long as they agree to abide by the Constitution and By-Laws. No person shall be denied membership on the basis of race, creed, color, sex, age, marital status, national origin or religion.

B. All other groups who wish membership with HPAE may apply, in writing, to the HPAE

Executive Council. This membership application may be subject to a membership vote for acceptance.

Section 2. Dues

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

Section 3. Assessments

A per capita assessment, in addition to dues, may be levied upon the membership of the amount and method of payment of such assessment has been approved:

A. By a majority vote of its members in good standing at a regular or special meeting after reasonable notice of the intention to vote upon such a question.

B. By majority vote of members in good standing in a membership referendum conducted by secret ballot.

C. When an assessment is proposed by the Executive Council, or by action at a meeting of a local union, a notice shall be mailed to the members in good standing at least two (2) weeks in advance of the secret ballot vote on the issue.

Section 4. Termination of Membership

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

A. (1) On an annual basis, a member may resign during the thirty (30) calendar day period next preceding the said member's anniversary of the most recent membership application. Such time period shall commence on the thirtieth (30) day preceding the anniversary date and shall terminate on the anniversary date of said membership application; or,

(2) In addition to provision A. (1) above, a member may resign during the first five (5) days of January each year, exclusive of holidays and weekends.

B. All resignations must be accomplished in accordance with the procedure specified herein. Any resignation which does not follow the procedure set forth herein shall be invalid and shall have no force or effect.

(1) All resignations shall be in writing and shall be sent by <u>registered mail only</u> postmarked the dates set forth above.

(2) Such registered letter shall be sent to the main Union office and shall be addressed to the Local union's chairperson.

(3) Such registered letter shall clearly state the intention to resign. Such statement shall be accompanied by the said member's current address, work location and assignment. Such letter shall contain the signature of the member seeking to resign. Members seeking to resign may include reasons for resignation.

(4) All letters of resignation shall be accompanied by an authorization revoking the deduction of dues and the intent to no longer pay membership dues. Such letter of revocation of dues deduction authorization must also be sent to the said member's employer who makes such deductions at the same time such letter is sent to the Union.

C. Any failure to fully comply with each and every element of the above procedure shall void the resignation effort and said resignation effort shall have no force or effect.

D. Any member who resigns pursuant to the procedure set forth above shall not from that time forward be caused to bear any financial obligation which is solely incidental to full union membership.

Any required financial adjustments shall be made as soon as possible.

Section 5. Reinstatement of Membership.

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

ARTICLE V. MEETINGS:

Section 1. Regular Meetings

Regular meetings of the general membership shall be held semi-annually and as necessary as determined by the Executive Board and representatives of the Local.

Section 2. Special Meetings

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

Section 3. Notice

Written notice of each special meeting shall be mailed to each member and/or posted on a HPAE bulletin board no less than three (3) days prior to the meeting. For regular meetings, notification shall be given no less than 14 days prior to the meeting.

Section 4. Quorum

A quorum for the transaction of business at a Regular or Special Meeting shall be defined as follows:

A. One-half (1/2) or more of the Local Executive Board plus a sufficient number of members so that the total number of officers and other members equals ten (10%) percent of the members in good standing.

B. In the absence of a quorum, business may be discussed and minutes taken but no vote shall be taken on any issue.

Section 5. Local Executive Board Meetings

Regular meetings of the Local Executive Board will take place bi-monthly. Additional meetings may be scheduled as necessary by the President or at the request of a majority of the Local Executive Board.

ARTICLE VI. OFFICERS, EXECUTIVE BOARD AND REPRESENTATIVES

Section 1. Executive Board

The Local Executive Board shall be the governing body of the local. It shall supervise the affairs of the local and shall have the authority to make rulings and adopt policies not covered by the Constitution and By-Laws, which are consistent with the provision of the Constitution and By-Laws.

The Local Executive Board shall consist of seven members. The five elected officers; President, two (2) Vice-Presidents, Secretary, Treasurer, and the two appointed Grievance Chairpersons.

Section 2.

The membership shall elect members to the following designated offices.
(1) President
(2) Vice Presidents
(1) Secretary
(1) Treasurer

The membership shall elect members to be designated as section representatives.

The elected officers shall serve as delegates to the State and National Conventions.

Section 3. President

It shall be the Presidents' duty to administer the affairs of the Local and to execute policies established by the local in conjunction with the Local Executive Board. The President, or Executive Board designee, shall preside at all meetings of the membership and serve as ex-officio member of all committees, may appoint chairpersons of committees, and shall discharge all duties incidental to the office of President.

The President shall serve as the Second Vice President on the Executive Council of the State Federation and shall be eligible to serve on the Executive Committee of the State Federation in accordance with the State Federation Constitution.

Section 4. Vice Presidents

The local shall elect members to serve in two (2) Vice-President positions. It shall be the Vice-Presidents' job to coordinate the activities of the union reps, oversee the Labor-Management Committee as well as the Staffing Committee. In the absence of the President, the Vice President appointed by the Local Executive Board shall perform all the duties of the President and when so acting shall have all the powers of and be subject to all the restrictions upon the President.

Section 5. Secretary

The Secretary shall keep or cause to be kept an accurate record of minutes of the meetings of the Local and shall give or cause to be given notices of all meetings in accordance with these By-Laws. The Secretary shall also keep the membership roster and any communications regarding same, and shall in general perform all duties incidental to the Office of Secretary.

The Secretary shall be responsible for the local newsletter.

Section 6. Treasurer

The Treasurer shall keep or cause to be kept an accurate record of all membership fees including but not limited to dues, initiation fees, assessments and shall in general perform all duties incidental to the Office of Treasurer.

The Treasurer shall supervise the maintenance and distribution of all funds of the Local and shall keep accurate and current records of such funds, shall work with the State Federation Treasurer in developing and implementing a budget and shall report regularly on the state of finances. All financial records shall be kept on a permanent basis by the Treasurer. The Treasurer shall serve on the Budget Committee of the State Federation.

Section 7. Grievance Chairpersons

The President shall appoint two members, subject to the approval of the Local Executive Board, to serve as Co-Grievance Chairpersons. One Chairperson shall come from the RN/Professional unit and the other from the Technical/Service and Maintenance units. The primary responsibility of the Co-Grievance Chairpersons will be grievance handling. The Local President shall appoint one Grievance Chairperson to serve on the Executive Council in accordance with the State Federation Constitution.

Section 8. Section Representatives

The Section Representatives will provide a means of communication between the members and the elected officer of the Local, will channel information to the appropriate place and will update bulletin boards. The Section Representatives will evaluate floor and unit needs that should be brought to the attention of the officers, shall submit a monthly report, in writing, to the Vice President at the monthly meeting and shall be required to attend such monthly meetings. Said representatives are responsible for participation at Step One level of the grievance procedure.

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

Section 9. Vacancies

In the event that a vacancy occurs in any elected position due to change in status or otherwise, such vacancy shall be filled as soon as practicable in the following manner:

A. The Vice-President shall temporarily fill the vacancy of President. The Local Executive Board will determine which of the Vice-Presidents shall fill the vacancy. An election shall be held to permanently fill the position as soon as practicable.

B. For vacancy of any other officer or representative, the President, subject to the approval of the Local Executive Board, shall appoint a member to fill the vacancy for the remainder of the term.

Section 10. Reimbursement for Union Business

Any officer, representative or member who has lost time or expended monies to attend to duly authorized union business shall be reimbursed for such according to the Local's Rebate Policy and State Policy.

Section 11. Term of Office

Term of office shall be in conjunction with the State Federation Constitution and for up to two (2) years.

Section 12. Performance of Duties

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

ARTICLE VII. COMMITTEES

Section 1. Appointment, Number and Term

The committees of the Local shall be standing or special committees. Each standing committee shall consist of no less than two (2) active members. The committee chairperson shall be appointed by the President of the Local, the committee members by the chairperson of the committee, all subject to the approval of the Local Executive Board. Each standing committee member's term shall be concurrent with the local's term of office. Each standing committee shall hold meetings as designated by the committee chairperson. Each standing committee chairperson shall report directly to the President.

Section 2. Standing Committees

A. Grievance Committee.

This committee shall hear and investigate all complaints and grievances and shall recommend to the general membership such actions, as it deems necessary. All grievances must be made in writing and shall be filed with the section representative who shall immediately furnish a copy to the Chairperson of the grievance committee. The Committee has authority to investigate and activate a grievance following the prescribed form in any contractual agreement.

B. Committee on Political Education (COPE)

This committee shall be responsible for following legislation and political activity that may have

an impact on the Local. The committee shall participate on the State Federation's COPE Committee. The committee will make recommendations to the Local Executive Board regarding the Local's participation in legislative and political issues. The committee will coordinate community education and outreach on these issues.

Section 3. Special Committees

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

A. Committee on Negotiations.

This Committee shall investigate and formulate proposals desired by the membership as a basis for entering into negotiations with the Employer. The President will chair this committee and will determine the number of committee members. The committee will bargain in good faith as representatives of the membership and shall have the authority of the membership to negotiate a contract, which it shall present for ratification to the general membership.

In the event a satisfactory tentative agreement between the negotiating committee for the Local and the employer is not reached, the membership of the Local may consider and authorize actions which are not in conflict with this Constitution and By-Laws.

B. Committee on Nominations **and Elections**

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

C. Constitution and By-Laws Committee.

This committee shall be responsible for reviewing, interpreting and evaluating the need for amendments to the Constitution and By-Laws.

ARTICLE VIII. STRIKES AND JOB ACTIONS

Section 1. Local Membership Authorization.

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

Section 2. Voting Procedures.

A. The decision to engage in a job action or other concerted activity must be authorized by the Local membership involved through a simple majority of votes cast by secret ballot.

B. The decision to engage in a job action or other concerted activity will be limited solely to those members who are employees of the particular institution or employer in question.

C. Notice, by mail and by posting, shall be given to all eligible members at least three (3) days prior to the vote, if time permits.

D. Voting will be conducted by secret ballot and, if time permits, by mail. Only those mailed ballots received at the time of the vote shall be counted with those ballots cast in person.

ARTICLE IX. RATIFICATION OF CONTRACT

The ratification of a negotiated Collective Bargaining Agreement will be accomplished:

A. Upon tentative Agreement, a general membership meeting will be scheduled.

B. By secret ballot, a majority of ballots cast in favor shall be required to ratify any tentative Agreement arrived at by the negotiations committee.

ARTICLE X. OFFENSES, DISCIPLINE AND HEARING

Section 1. Offenses.

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

A. For any member to knowingly make any false statements or misrepresentations in or in connection with said member's application for membership.

B. For any member to knowingly violate or to conspire or attempt to violate the Constitution and By-Laws of the organization, any laws promulgated thereunder or any lawful order of the Executive Council of the State Federation.

C. For any member to knowingly work for an employer against whom a strike has been called, unless supported by membership vote.

D. For any member to interfere with the performance of legal or contractual obligations of the Union or its affiliates, or the officers thereof ***--or to commit a crime or defalcation against the union.***

E. For any member to commit or to conspire, incite or attempt to commit violence against any other member.

Section 2. Discipline.

A. The term "discipline" when used in this Article, shall include without limitation a fine, suspension or removal from office, disqualification to run for office, suspension or expulsion from membership or any combination of the foregoing.

B. In addition, the penalty for any violation resulting in a wrongful loss of property or money to any individual or the union may include a provision for reimbursement to the body suffering the loss.

Section 3. Charges.

A. Charges against a member of the ***Local*** for any violation of the provisions of this Constitution and By-Laws must be made in writing, signed by the members making such charges and presented to the Local Executive Board within six (6) months of the occurrence of the offense or knowledge of occurrence of the offense.

B. In the case where charges are filed against an officer, such charges will be presented to the highest ranking officer who is not named in the charge.

C. The officer receiving such charge will forward a copy to the member or officer cited by registered mail to the last known address of the charged party. A copy of such charge shall be forwarded to the Executive Committee and President.

Section 4. Investigation and Due Process

A. Within a thirty (30) day period of time of the mailing of the charge, a hearing will be scheduled. The hearing date shall not exceed sixty (60) days from the date of the mailing of the charges. All parties will be notified of such date, time and place by mail.

B. An Investigation Committee will be formulated comprised of Local Representatives and/or members not to exceed five (5) in number, and appointed by the Executive Committee of the State Federation.

C. The charged party may challenge any member of the Investigation committee because of

the interest or bias by submitting a challenge in writing to all members of the Investigation Committee and to the Executive ***Committee*** of the State Federation. If any challenged member does not request to be excused, the appointing authority shall review the merits of the challenge and, where the claim of interest or bias is sustained, shall cause the member to be relieved of serving. In event a vacancy occurs because of a request to be excused or because of removal for interest or bias, such vacancy shall be filled by appointment from the Executive Council of the State Federation in accordance with this Article.

D. Either party may choose any other member, an interested third party, or an attorney to represent said member at the hearing.

E. If insufficient evidence is presented against the charged party, the Investigation Committee shall dismiss the charge.

F. If the charged party does not appear, the Investigation Committee nevertheless may, if presented with evidence sustaining the charge, make a finding of guilt and impose a punishment.

G. The Investigation Committee may postpone the hearing for good cause shown.

H. The burden of proof is on the charging party. Decisions shall be based only upon facts presented to the Investigation Committee during the proceedings and a finding of guilt shall only require a preponderance of the evidence.

I. A stenographer may be present if requested by either party, seven (7) days prior to the hearing. The party requesting a transcript will assume the costs and will provide a copy to be distributed to the Investigations Committee and a copy to the other parties.

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

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

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

Section 5. Authority

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

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

ARTICLE XI. AMENDMENTS

This Constitution and By-Laws may be amended by a vote of two-thirds (2/3) of those members voting in person or by mail ballot at any regular or special meeting provided that at least two (2) weeks in advance of any proposed amendment each member has been notified in writing or such topic has been posted.

ARTICLE XII. SAVINGS CLAUSE

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

Amended and ratified by membership of Local 5030
Health Professionals and Allied Employees, *AFT/AFL-CIO*
July 21, 2011