



# HPAE

**Representing Service and Maintenance  
Palisades Medical Center**

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**Agreement between**

**Health Professionals and Allied Employees**

*AFT/AFL-CIO*

**and**

**Palisades Medical Center**

**June 1, 2017 through May 31, 2018**

## **Health Professionals and Allied Employees**

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# **AGREEMENT**

**Between**

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

**And**

**PALISADES MEDICAL CENTER**

**SERVICE & MAINTENANCE**

**June 1<sup>st</sup>, 2017 through May 31, 2018**

# AGREEMENT

This Agreement made on June 9<sup>th</sup>, 2017, 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, regular part-time and per diem service and maintenance employees including dietary aides, cooks, cooks' helpers, dieticians' assistants, storeroom clerks, transporters, maintenance person, boiler attendants, cleaners-light, cleaners-heavy, nurses' assistants, CSR aides, operating room technicians, monitor technicians and linen aides; but excluding all professional employees, technical employees, clerical employees, managerial employees, guards and supervisors 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 its terms and conditions shall be binding on all parties including the successor entity, for the life thereof, to the extent legally permissible.

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

- 1.4 The terms "employee" or "employees" used in this agreement shall refer to those in the bargaining unit set forth in Section 1.2 hereof.
- 1.5 The Medical Center and the Union agree to the following for the term of this current agreement. The Medical Center shall not assert or challenge the supervisory or non-supervisory status of Registered Nurses, Charge Nurses, Senior or Lead

employees as defined in Section 2 (11) of the National Labor Relations Act.

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

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

## **2. UNION SHOP AND CHECK OFF:**

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

It shall also be a condition of employment that all employees covered by this agreement and hired on or after its effective date shall, on the thirtieth calendar day following the beginning of such employment, become and remain members in good standing in the Union. Where the effective date of the agreement is made retroactive, the execution date shall be substituted for the effective date.

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

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

2.2A Employees (Per Diems see Appendix A #3) shall be on probation for a period of ninety (90) 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 that it shall forward to the Union, by the 25th of the month following the month for which the dues are collected, a check representing such Union dues and a list of names of employees from whom the deductions were made, the amount deducted, hourly rate of pay and the number of hours worked.

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

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

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

- 2.5 The Medical Center shall provide to the Union the following information for all new hires monthly, the employee's name, address, phone number, classification, rate of pay, 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.

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

- 2.7 The Medical Center will provide payroll deduction for HPAE's Committee on Political Education (COPE). Upon receipt of a voluntary, duly authorized check-off authorization, the Medical Center shall deduct such amount of monies authorized by employees for the Union's political action fund called HPAE Committee on Political Education (COPE). The amount of money deducted from employees' paychecks and an itemized list of such deductions shall be forwarded to the Union no less than one (1) time per month and no later than one (1) month following the deductions.

### **3. CONDUCT OF UNION BUSINESS:**

- 3.1 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: 1<sup>st</sup> floor near the employee entrance, 2<sup>nd</sup> floor near the time clock, Dietary locker room, and 5<sup>th</sup> floor, current offsite Physical Therapy location and the mental health facility. It is understood that due to possible renovations these locations might change. Such bulletin board will have a glass door that may be locked for the exclusive use of the Union, provided no derogatory or political material is posted thereon. The Union shall provide the Medical Center with a copy of all material to be posted by the Union simultaneous with its being posted.
- 3.3 The Medical Center shall provide a mailbox for Union use, which may be locked, to be located by the time clock.
- 3.4 Employees who attend Labor-Management Committee, Health and Safety Committee, Workplace Violence Committee, Safe Patient Handling Committee meetings and grievance meetings during their regularly scheduled hours shall be allowed time off without loss of pay for the purpose of attending these meetings. Such working time spent in attendance shall be considered as time worked for the purpose of calculating overtime.
- 3.5 Orientation of New Employees – The Union shall be given the opportunity to address new employees as a formal part of the orientation process. The Union will provide the 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 a 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 are no comparable vacant positions for which the affected

employee has the ability to perform, the employee may bump as follows, provided s/he has the necessary skills 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.
3. 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), and 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.

<u>Length of Service</u>	<u>Length of Leave</u>
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 child care, time shall be granted not to exceed a total of six (6) months (including family leave time), commencing with the first day 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.

<u>LENGTH OF SERVICE</u>	<u>GUARANTEE OF POSITION</u>
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 26.1.3 (unpaid medical leave of absence only). Employees on a paid leave of absence will continue to accrue benefits for the first thirty (30) days of their leave. After the first thirty (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 work "benefits" refers to time accrued for illness/injury, vacation days and personal days. For the first thirty (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 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 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 a Human Resources representative, 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. The Union may automatically extend the time limit for referring a matter to Arbitration for fifteen (15) calendar days by giving written notice to the Medical Center within the said fifteen (15) day period. 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 (or thirty (30) calendar days if the Union extends the time), the grievance shall be considered waived under this Article.

- 8.2 All grievances and written answers given thereto at Step 3 shall refer to the relevant articles of the collective bargaining agreement. All grievances shall be in writing and signed by the aggrieved employee or representative. Grievances may be written on Medical Center time.
- 8.3 Failure by the Medical Center to answer a grievance within the time prescribed at any step shall not be deemed acquiescence thereto and the Union may proceed to the next step.
- 8.4 Both parties agree to accept the decision of the arbitrator as final and binding. If either party fails to comply with the award of the arbitrator or the procedures of this Article, either party has a right to take all legal action to enforce compliance.
- 8.5 The arbitrator appointed under the above procedure shall interpret the provisions of this Agreement and shall have no power to enlarge upon or reduce the obligations of the parties under the agreement.
- 8.6 The arbitrator's fee shall be borne equally by the Medical Center and the Union.
- 8.7 For the purposes of this Article, "days" when used herein shall exclude Saturdays, Sundays and holidays unless preceded by the word "calendar", in which case all days including Saturdays, Sundays and holidays shall be counted. The day of the occurrence shall not be counted in computing the time limits herein.
- 8.8 The parties may mutually agree, in writing, to extend any of the time limits herein.
- 8.9 All grievances submitted to arbitration, shall be heard within one hundred eighty (180) days of the date the grievance was filed for arbitration.
- 8.10 Attendance at the first step grievance meeting shall be limited to the grievant, his/her Union Representative and the supervisor. Attendance at the second step meeting shall be limited to the supervisor and the Assistant Vice President, the Union Representative and the grievant. Attendance at the third step meeting shall be limited to the Human Resources representative 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. Palisades Medical Center and the Union are committed to the principles of equal employment and affirmative action and will not discriminate in the recruitment or employment practices on the basis of race, color, creed, national origin, ancestry, marital status, gender, age, religion, sexual orientation, gender identity and expression, disability and veteran status or any other protected status in accordance with all federal and state laws.

**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 close 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 a 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.

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

- 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 When an employee successfully bids on a position, said employee cannot bid again for a six (6) month period, unless the bid is for a position within the employee's current department or job classification.
- 11.6 The Medical Center job postings will reflect the exact weekend and/or holiday work requirement(s).

## **12. NOTIFICATION:**

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

## **13. SEPARABILITY:**

- 13.1 If any provision of this agreement is held to be in violation of any present or future 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 of no less than one (1) month, 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 this 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 less than five (5) years.
- 14.3 Nursing employees with five (5) 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 five (5) years.

No Nursing Assistant shall be floated to more than one unit in a shift. No Nursing Assistant shall be floated off their unit and replaced with another employee agency, per diem). If no Nursing Assistant volunteers to float on a unit/department with five (5) or more years seniority, the least senior person shall float.

Effective 9/16/02, nursing employees excluding Per diems who have less than five (5) years seniority who float will receive one dollar twenty-five (\$1.25) cents more per hour. A nursing employee with five (5) or more years seniority who floats will receive one dollar sixty-five cents (\$1.65) more per hour.

- 14.4 The Medical Center shall continue to make a good faith effort to fill vacant positions. This shall not limit the Medical Center's right to determine when a vacancy exists. Compliance by the Medical Center with Article 11 (Filling Vacant Positions) may result in an increase in shift rotation.
- 14.5 The use of outside agency personnel shall be permitted so long as work preference for all available time and assignments is first given to bargaining unit employees.
- 14.6 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;

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.
  - D) Tuition reimbursements in accordance with Article 27.2 capped at a maximum of \$1,000 annually.
- 15.5 Per Diem employees are defined as per Appendix A.



**16. SHIFT DIFFERENTIAL:**

16.1 The shift differential shall be as follows:

<u>SHIFT</u>	<u>Effective 9/16/02</u>
Second shift: (shifts starting after 2:45 p.m.)	\$1.10/hr
Third shift: (shifts starting after 10:45 p.m.)	\$1.15/hr

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 Unless waived by mutual agreement between the employee and the Medical Center, there shall be no split shifts and all scheduled shifts shall consist of consecutive hours, excluding an unpaid meal period. This provision shall have no application to unscheduled overtime.

16.5 The shift differential shall apply only to employees who are scheduled to work, or actually work, an eight (8) hour shift.

**17. WAGES AND EXPERIENCE RECOGNITION:**

17.1 GRADES IV-X

1. All employees will be placed on the wage schedules (Schedules IV-X) 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). All such experience must be directly related.

- 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.

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

Prior outside experience will be credited on a two-to-one basis when applying for a position in the same job title. There shall be a maximum credit limit of five (5) years.

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

- 4. All employees will move one (1) step on the wage schedule on their anniversary of their date of hire. Wage steps shall be frozen for the length of the agreement to expire September 15, 1999. Step movement will recommence effective 9/16/01.
- 5. An employee will receive credit for PMC experience in a related field on a one-to-one basis minus two (2) steps. If no increase would result from the application of this formula the employee will be placed on the first step of the wage schedule upon which an increase would result.
- 6. An employee will receive credit for PMC experience in an unrelated field on a three-to-one basis.

17.2 The Medical Center and Union understand and agree upon the importance of paying

wages which are highly competitive in the market place. The parties are aware of the volatile conditions and rapid change in the health care industry with respect to increasing wage rates. Therefore, HPAE agrees that it will negotiate during the term of this Agreement, upon written the request of PMC, 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 Walter Detreux or Barbara Zausner Tener. The arbitration will be held within one (1) week of the submission of the dispute regarding the Medical Center's last proposal. If the first arbitrator cannot conduct the arbitration within the time frame, the parties will use the second arbitrator.

If neither of the two (2) arbitrators will conduct 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 Effective June 1, 2017:

All full time and part time employees shall receive a 2.25% across the board increase in the first full pay period after ratification.

All Per Diem employees shall receive a lump sum payment 45 days following ratification equal to 1% of base rate, exclusive of all differentials, multiplied by 2016 actual hours worked.

All wage grade increases shall be applied first, and across the board raises second.

17.4 If an employee is promoted to a new job title in a directly related job, the employee will be placed in the appropriate step on the wage scale after receiving one (1) year of credit for every two (2) years continuous service with the Medical Center.

If an employee moves to a new job title in a job not directly related, the employee will be placed in the appropriate step on the wage scale after receiving one (1) year of credit for every three (3) years of continuous service with the Medical Center.

If an employee is promoted to a new job title and placement on the appropriate wage schedule does not yield an increase in salary, the employee will be placed on the first step of the wage schedule which yields a salary increase.

17.5 An employee required to work a complete shift in a higher rated job shall receive the rate of the higher rated job. The hourly rate for working in the higher job shall be determined by the employee's seniority and the step of the higher wage scale which corresponds with the employee's seniority.

17.6 PRECEPTOR PROGRAM: Only employees who are assigned and receive Preceptor differential shall participate in the tutoring of other employees.

A differential of fifty (\$.50) cents per hour shall be paid to each employee for all time spent functioning as Preceptor.

17.7 A differential of one dollar (\$1.00) per hour shall be paid to a Blue Seal Engineer who acts as a Charge Worker within the department.

Effective September 16, 1999 a differential of eighty- five (0.85) cents per hour shall be paid to a housekeeping employee who acts as a charge worker within the department.

## **18. VACATION**

18.1 All full-time employees are entitled to two (2) weeks paid vacation after one (1) year of service.

18.2 All full-time employees are entitled to three (3) weeks paid vacation after five (5) years of service.

18.3 All full-time employees are entitled to four (4) weeks paid vacation after ten (10) years of service. Effective September 16, 2003, Full-time employees with eighteen (18) years of service will receive an additional day for each year after eighteen (18) years to a maximum of twenty-five (25) 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.

18.4 Part-Time I employees are eligible for vacation on a pro-rata basis.

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 15<sup>th</sup> and March 31<sup>st</sup> for the summer prime time period and between September 15<sup>th</sup> and October 15<sup>th</sup> for the winter

prime time period. The Medical Center shall respond by May 1<sup>st</sup> and November 1<sup>st</sup> 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 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.
- 18.7 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 1<sup>st</sup> of the year. The payment will be made between December 1<sup>st</sup> and December 15<sup>th</sup> of the year.
- 18.8 RESIGNATION:
- A) In order to receive terminal benefits, an employee who resigns is required to provide two (2) weeks advance notice to the Medical Center.
- Such two (2) week advance notice shall not be required if termination results from layoff, request of the Medical Center, death or failure to return from a leave of absence when the employee has a justifiable reason for not providing such notice.
- B) Terminal benefits shall include all accrued but unused holiday, personal days and vacation time.

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

18.9 VACATION PAYMENT PROGRAM:

Effective June 1, 2004, employees with two (2) through 10 (10) years of service may elect to receive a payout of up to a maximum of five (5) 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 ten (10) 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 1<sup>st</sup> of the year. The payment will be made between December 1<sup>st</sup> and December 15<sup>th</sup> 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 2 hours 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.

- 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 (2X) 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.
- 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 ACCRUED 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-rated 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 s/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 s/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 leave 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 only 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 1<sup>st</sup> - December 31<sup>st</sup>) shall receive a lump sum bonus of \$600. Perfect attendance is defined as no unexcused absences, no sick calls, no paid or unpaid leaves 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 the 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 work week shall consist of forty (40) hours. The basic work day shall consist of eight (8) hours per day exclusive of a thirty (30) minute meal period.

22.3 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. 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.

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 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 it 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. At the start of the shift breaks shall be scheduled by mutual agreement between the employee and the Medical Center. Subject to patient needs, breaks shall be mutually rescheduled as needed.

- 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.

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 25 years of service. Employees, who qualify for the weekend work exemption, may equal exchange of regularly scheduled weekdays, with management approval. A differential of \$3.10 per hour will be paid for all hours worked between 10:45pm Friday and 7:15am Monday.

- 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 pm Friday and 7:15 am Monday of their scheduled weekend off.
- 22.8 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.

### **23. REPORTING AND ON-CALL PAY:**

- 23.1 Any employee, except a per diem, 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 scheduled shift, shall be guaranteed the work hours or pay of his/her regular scheduled shift, based on straight time rates.

Any Nursing Assistant per diem employee, who, in the absence eight (8) hours advance notice prior to the commencement of his/her scheduled shift, reports for work as scheduled, shall be guaranteed the work hours or pay of his/her regular scheduled shift.

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

The Medical Center may avail itself of notification by means of radio announcement,

provided that employees are informed by posted notice that radio announcement will be utilized. This section shall not be operative in the event of fire, flood, Act of God, or other cause beyond the control of the Medical Center.

When maintenance employees are called in to work because of inclement weather, internal or external disasters, or any other unforeseen circumstance, they shall be guaranteed a minimum of four (4) hours work or pay. An employee who is called in to work one or more hours during the night shift and is due to work the following day shift shall be permitted to report to work late by the same number of hours worked the night before.

23.2 ON-CALL:

- A) An employee required to perform on-call duty shall be paid three (\$3.00) dollars for each on-call hour. O.R. Techs required to perform on-call duty shall be paid three dollars and eighty-five (\$3.85) cents 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) hours between 11:00 p.m. and 7:00 a.m. immediately preceding a contiguous scheduled day shift.

By mutual agreement between the Medical Center and the employee, the employee may work the next contiguous day shift. In such case the employee shall be entitled to eight (8) hours pay for the forfeited sleep day and shall receive time and one-half (1 1/2) 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.

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

## **24. PAID LEAVE:**

24.1 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, domestic partner, brother, sister, child, stepchild, mother-in-law or father-in-law. Compensation hereunder shall be provided only for those scheduled work days that fall between the date of death and the day after the funeral/burial services.

A Full-Time employee shall be entitled to two (2) days off in the event of the death of a grandparent and one (1) day off in the event of the death of a grandchild with pay for time lost from the employee's regular scheduled work. Compensation hereunder shall be provided only for those scheduled work days that fall between the date of death and the day after the funeral/burial services.

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 within forty-eight (48) hours, excluding weekends and holidays, to Human Resources Division and the Medical Center may request that the employee be excused or exempted from such jury duty if in the opinion of the employer, the employee's services are essential at the time of proposed jury service.

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 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:

### 26.1 HEALTH INSURANCE:

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:

<u>Length of continuous employment</u>	<u>Length of Medical Center obligation</u>
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).

5. The Employer shall maintain the current health insurance benefits as specified in this Article and in accordance with the terms of the 2017 health insurance plans and practices while maintaining the current 2017 premium share percentage for the 2018 plan year.

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 (\$30,000.00) 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:

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 elect 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
- 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

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.

#### 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 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 and part-time I 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 (60%) percent 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, 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 years after the last course is completed. All tuition benefits will be capped at a maximum of \$2,500 per year per employee for full-time employees and \$1,000 for part time I employees.

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.

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 recertification.

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

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 for full time employees, and \$1,000 for part time I employees.

## **28. UNIFORMS AND LAB COATS:**

All full time employees required wearing uniforms, lab coats or jackets shall be supplied with five (5) uniforms, or lab coats by the Medical Center. Per diems required wearing uniforms or lab coats shall be supplied with two (2) uniforms or lab coats by the Medical Center. Full time employees will receive two (2) jackets along with uniforms provided. The number of uniforms for Part Time employees will be pro-rated and will be rounded up if the number of uniforms results in a fraction.

Non-boiler room maintenance employees shall receive six (6) uniforms: three (3) summer weight and (3) winter weight.

Female Housekeeping employees will receive three (3) winter weight and three (3) summer weight tops.

Patient Care Tech uniforms shall have a distinct identity/color.

All full time employees required wearing uniforms, lab coats or jackets shall receive two (2) uniforms, 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 uniform, 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 uniforms, 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 uniform, lab coat or jacket annually to be replaced upon returning it to the Medical Center. Replacement cost of lost lab coats or jackets shall be borne by the employee. The language above shall also apply to Female housekeeping employees and non-boiler room maintenance employees.

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

## 29. **MULTIPLE SHIFTS - COMPENSATION:**

An employee regularly scheduled to work the day shift who is assigned to work the night shift shall receive an additional eight (8) hours pay at straight time prior to returning to the day shift provided s/he has worked five (5) consecutively scheduled nights. There shall be at least one (1) twenty-four (24) hour period during which the employee is scheduled off prior to returning to the day shift.

## 30. **PERSONNEL FILES:**

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

Written memoranda of verbal workings, performance evaluations and conference memoranda shall not be used against an employee in actions occurring more than one (1) year after issued, or more than one (1) year from the date of the last offense of the same nature, whichever is later.

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.

30.2 Job descriptions:

The Medical Center will provide an employee his/her job description within thirty (30) calendar days of hire. All job descriptions relating to a department/unit will be maintained in said area and made easily accessible to the employees of that department/unit upon request

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. **EMPLOYEE MEALS:**

The Medical Center shall maintain the current meals allowance policy for Dietary Department employees for the duration of the agreement.

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

35. **STAFFING**

35.1 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 Hiring and On Boarding of Current Open Positions: direct patient care and Non-Nursing Areas: The filling of the direct patient care positions and current vacancies is an important first step. Year to date, 134 individuals have been hired and/or transferred into these direct patient care positions and other ancillary and service area vacancies. It is anticipated that the remaining open positions will take at least 10-12 months to successfully hire and onboard.

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

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

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

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

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




36. EFFECTIVE DATE AND TERMINATION:

This agreement shall remain in full force and effect from June 1<sup>st</sup>, 2017 until May 31<sup>st</sup>, 2018.

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


PALISADES MEDICAL CENTER



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Date: 9/21/2017

HEALTH PROFESSIONALS AND ALLIED EMPLOYEES, AFT/AFL-CIO



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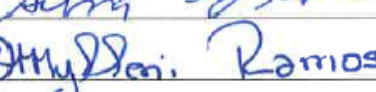
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Date: 9/26/17

**SERVICE AND MAINTENANCE WAGE SCHEDULES**

<b>06/01/2017</b>		<b>06/01/2017</b>	
<b>Grade I</b> Transporter, Dietary Aide, Light Cleaner, Linen Aide, Laborer		<b>Grade II</b> Cook's Helper, PT Aide, Heavy Cleaner	
0	13.98	0	14.40
1	14.36	1	14.71
2	14.69	2	15.09
3	15.07	3	15.49
4	15.43	4	15.82
5	15.77	5	16.17
6	16.16	6	16.57
7	16.53	7	16.93
8	16.88	8	17.28
9	17.25	9	17.66
10	17.66	10	18.09
11	18.06	11	18.45
12	18.42	12	18.83
13	18.78	13	19.21
14	19.14	14	19.54
15	19.49	15	19.90
16	19.83	16	20.25
17	20.17	17	20.55

<b>Grade III</b> Storeroom Clerk, CSR Aide		<b>3A Nurse's Assistant and Infant Care Tech</b>	
0	14.79	<b>Grade IIIA</b>	
1	15.12	<b>Nurse's Assistant, Infant Care Tech</b>	
2	15.51	0	15.04
3	15.88	1	15.38
4	16.20	2	15.77
5	16.57	3	16.14
6	16.97	4	16.45
7	17.31	5	16.83
8	17.69	6	17.23
9	18.08	7	18.75
10	18.44	8	19.14
11	18.81	9	19.54
12	19.17	10	19.89
13	19.53	11	20.26
14	19.90	12	20.62
15	20.26	13	20.99
16	20.57	14	21.35
17	20.91	15	21.71
		16	22.06
		17	22.38

<b>Grade IV</b> Dietitian's Assistant, EMT, Food Services Representative, Shipping/Receiving Clerk		<b>Grade V</b> Monitor Tech, Sr. Shipping/Receiving Clerk, Patient Care Tech	
0	15.74	0	16.89
1	16.26	1	17.41
2	16.84	2	18.02
3	17.36	3	18.59
4	17.92	4	19.07
5	18.45	5	19.66
6	19.01	6	20.19
7	19.54	7	20.74
8	20.10	8	21.28
9	20.66	9	21.83
10	21.32	10	22.44
11	21.88	11	23.02
12	22.42	12	23.55
13	22.98	13	24.11
14	23.51	14	24.63
15	24.02	15	25.13
16	24.53	16	25.65
17	25.02	17	26.14
<b>Grade VI</b> Maintenance Person, Lead CSR Aide		<b>Grade VII</b> Cook, Black Seal Engineer	
0	18.08	0	20.85
1	18.99	1	21.51
2	19.89	2	22.02
3	20.45	3	22.48
4	21.00	4	22.98
5	21.52	5	23.44
6	22.11	6	23.91
7	22.65	7	24.37
8	23.29	8	24.79
9	23.97	9	25.39
10	24.65	10	25.52
11	25.32	11	25.97
12	25.94	12	26.47
13	26.60	13	26.94
14	27.23	14	27.39
15	27.83	15	27.84
16	28.44	16	28.29
17	29.02	17	28.72

Grade VIII Blue Seal Engineer, Carpenter, Electrician, Endoscopy Tech		Grade IX Plumber	
0	24.34	0	22.08
1	25.34	1	22.75
2	26.35	2	23.25
3	27.36	3	23.71
4	28.38	4	24.20
5	29.39	5	24.67
6	29.76	6	25.13
7	30.14	7	25.58
8	30.94	8	26.11
9	31.74	9	26.60
10	32.70	10	26.76
11	33.54	11	27.22
12	34.38	12	27.68
13	35.18	13	28.15
14	35.98	14	29.84
15	36.77	15	30.29
16	37.52	16	30.75
17	38.25	17	31.18

Grade XI Lead Carpenter, Lead Electrician, Chief Engineer, HVAC Mechanic	
0	31.78
1	32.11
2	32.47
3	32.89
4	33.37
5	33.85
6	34.34
7	34.82
8	35.36
9	35.89
10	36.74
11	37.69
12	38.11
13	38.49
14	38.80
15	39.07
16	39.34
17	39.61

Experience:

- 0 but less than 2 yrs = Step 0 +30%
- 2 but less than 4 yrs = Step 2 +30%
- 4 years or more = Step 4 + 30%

## APPENDIX A - PER DIEM EMPLOYEE

1. The Per Diem Employees (hereinafter referred to as "PD") must agree 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 September 15, 1996 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, 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 overtime pay as defined in Article 22.3. 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 September 15, 1996 shall be available to work three (3) eight (8) hour weekend shifts per month.
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 provision of the Collective Bargaining Agreement referred to in paragraph 2 hereof, the following provisions shall also apply: Articles/Sections: 1; 2.1; 2.2B; 2.3-2.5; 3; 4; 7-13; 15.5; 17.1.2; 17.1.3; 17.1.5; 17.1.6; 17.2; 17.4; 21; 22.1; 22.2; 22.5; 23.1, Paragraph 2 & 3; 23.2 (A), (B), (D), (E); 27.1; 28.1; 30; 31; 33; 34.

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

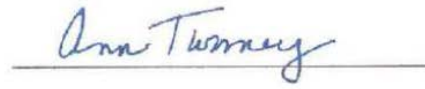
**SIDE LETTER: BARGAINING UNIT WORK**

The Medical Center agrees that managers should not regularly perform bargaining unit work. However, there will be limited times in the course of operations where managers may have to do so in order to train and develop employees or maintain the efficiency of the operation, as long as this does not affect the work hours opportunity or overtime opportunity of available employees or opportunity for recall of laid-off employees.

PALISADES MEDICAL CENTER

  
Date: 12.4.04

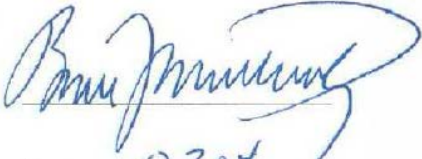
HEALTH PROFESSIONALS AND ALLIED EMPLOYEES AFT/AFL-CIO

  
Date: 12/10/04


**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 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: SCHEDULING OF NURSING ASSISTANT, FOOD SERVICES, AND HOUSEKEEPING PER DIEM EMPLOYEES**

Scheduling of Nursing Assistant, Food Service, and Housekeeping employees shall be achieved on a 4-week basis by the following procedure: PD employees shall make their availability known to their department by 10 days prior to the start of the new schedule. No submissions will be accepted or considered after this date.


PD Nursing Assistants will advise the Nursing Staffing office as per paragraph one, of their availability of days/shifts and the Medical Center will use its best efforts to accommodate their choice if there are shifts available.

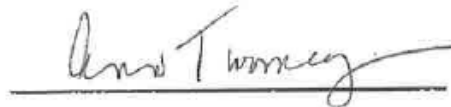
In Food Services and Housekeeping, any shifts that are not filled by Full or Part time employees, or shifts that occur during the 4-week schedule, will be filled by the department utilizing a numerical list of PD employees for the particular job classification needed. PD employees who accept an available shift shall be placed at the end of the list for the following available shifts. Selection continues in sequential order to the end of the list. This procedure will be used for Nursing Assistants should unfilled shifts remain during the course of the schedule.

Nursing Assistants and Housekeeping PD employees hired on or before 6/1/06 will be placed on a list in alphabetical order and assigned a sequential number beginning with #1. PD employees hired on or after 6/2/06 will be placed on the bottom of the list and given the next consecutive number. Food Service PD employees will continue with the numbering system in place since 9/15/99.

PALISADES MEDICAL CENTER

HEALTH PROFESSIONALS AND ALLIED  
EMPLOYEES, AFT/AFL-CIO

  
\_\_\_\_\_

  
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Date: 11/21/2014

Date: 11/21/2014



**SIDE LETTER: VACATION REQUEST**

The Medical Center and the Union will 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

HEALTH PROFESSIONALS AND ALLIED  
EMPLOYEES, AFT/AFL-CIO

*D. Cease*

*Ann Thomey*

Date: 11/12/2014

Date: 11/21/2014

**SIDE LETTER: Eyeglass Plan**

The current eyeglass plan shall remain in effect for eligible Service and Maintenance unit employees. This benefit will be eliminated if the Hospital eliminates the plan in the clerical unit represented by the Teamsters or if the benefit is eliminated pursuant to negotiations with the HPAE.


Effective September 16, 2002, the benefits will be a maximum of one hundred twenty-five dollars (\$125.00) every two years.

PALISADES MEDICAL CENTER



Date: 12.3.04

HEALTH PROFESSIONALS AND ALLIED EMPLOYEES, AFT,AFL/CIO



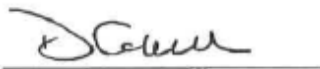
Date: 12/10/04

## SIDE LETTER: EDUCATIONAL ASSISTANCE

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

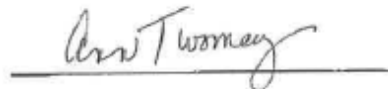
- 1) Full-time and Part-time 1 employees with a year of service will be eligible for this assistance.
- 2) Employees will attend Bergen Community College (or other programs with comparable tuition and fees).
- 3) Employees will maintain a grade point average of "C" or better in order to be eligible for 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



11/12/2014

HEALTH PROFESSIONALS AND  
ALLIED EMPLOYEES, AFT/AFL-CIO



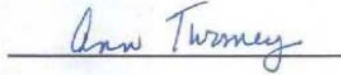
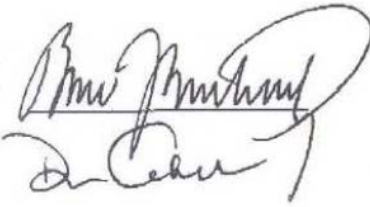
11/21/2014

**SIDE LETTER: BOILER ROOM AND/OR HOUSEKEEPING SCHEDULE**

The parties agree that the employees in the Boiler Room and/or Housekeeping shall not be scheduled to work greater than 8 hours in a 24 hour period. If the practice expands beyond Housekeeping and the Boiler Room, the parties agree to meet and discuss the issue. This does not affect the right of the Medical Center to offer, or employees to accept, voluntary overtime.

PALISADES MEDICAL CENTER

HEALTH PROFESSIONALS AND  
ALLIED EMPLOYEES, AFT/AFL-CIO



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Date

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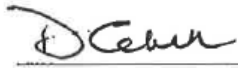
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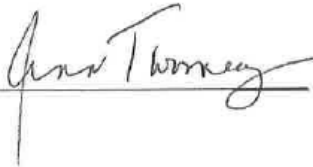
**SIDE LETTER: DEFINED BENEFIT PLAN**

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

HEALTH PROFESSIONALS AND  
ALLIED EMPLOYEES, AFT/AFL-CIO

  
\_\_\_\_\_

  
\_\_\_\_\_

11/12/2014  
Date

11/21/2014  
Date

**SIDE LETTER: Additional Staff**

**Effective June 1, 2017 the Medical Center will add the following staff:**

- 1. Three (3) FTE Heavy Cleaner: One (1) FTE Day ER, one (1) FTE Eve & one (1) FTE Night.**
- 2. One (1) FTE Day Phlebotomist, one (1) FTE flex Medical Tech**

PALISADES MEDICAL CENTER

HEALTH PROFESSIONALS AND  
ALLIED EMPLOYEES, AFT/AFL-CIO



9/21/2017  
Date

\_\_\_\_\_

**SIDE LETTER: Bi-annual Certification**

The Medical Center will pay full time and part time Nursing Assistants \$30 every other year following receipt by Human Resources of a copy of the biannual certification renewal for Nursing Assistants.

PALISADES MEDICAL CENTER

HEALTH PROFESSIONALS AND ALLIED EMPLOYEES, AFT/AFL-CIO

T. Cohen

Ann Thorne

11/21/2014  
Date

11/21/2014  
Date

**SIDE LETTER: HMH Common Issues**

The Union and Employer agree that within 90 days after the ratification of the Palisades contract they shall meet to discuss joint bargaining for common issues in the next round of contract negotiations with HMH-Palisades Medical Center, Jersey Shore University Medical Center and Southern Ocean Medical Center (contingent on acceptance by HPAE & Jersey Shore University Medical Center and Southern Ocean Medical Center).

PALISADES MEDICAL CENTER

HEALTH PROFESSIONALS AND  
ALLIED EMPLOYEES, AFT/AFL-CIO



9/21/2017  
Date

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Date



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