

**AGREEMENT**

**Between**

**Local 5147**

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

*(REGISTERED NURSES)*

**And**

**MHA, LLC**

**December 7, 2010 – May 31, 2016**

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## **CONSTITUTION & BY-LAWS**

## AGREEMENT

This Agreement made on \_\_\_\_\_ by and between MHA, LLC, hereinafter referred to as the "Hospital" and the Health Professionals and Allied Employees, AFT AFL-CIO, hereinafter referred to as the "Union".

### WITNESSETH

Whereas, it is the intent and purpose of the parties to maintain, promote and improve the industrial and economic relations between the Hospital 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:

### ARTICLE 1. UNION RECOGNITION

#### Section 1.1

The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for the bargaining unit defined in the unit certification issued by the National Labor Relations Board at the Meadowlands Hospital Medical Center number 22-RC-11702, excluding executives, guards, supervisors, professionals, confidential employees as defined in the National Labor Relations Act., as amended.

The parties acknowledge that recognition of this bargaining unit by the Hospital is contingent upon: (1) full ratification of the terms by the bargaining unit, (2) a complete and final sale of the Hospital to MHA, LLC, (3) receipt by MHA, LLC of all required governmental approvals and/or certifications for the purchase of the Hospital, and (4) complete physical, administrative and legal control of the Hospital by MHA, LLC

The parties acknowledge that they will work together to effect a seamless transition of the employees from employment with the prior owner to MHA, LLC.

#### Section 1.2

The collective bargaining unit is defined as follows:

All full-time, regular part-time and regularly scheduled per diem registered nurses including quality management coordinator, utilization management coordinator, PAT coordinator, employee health nurse and RN/Health Start employed by the Employer at its Secaucus, New Jersey facility, but excluding all permanent charge nurses, infection control nurses, clinical nurse specialists, PCS-MIS specialists, instructors, case managers, staff development instructors and rehabilitation evaluators, office clerical employees, other professional employees, managerial employees, guards and supervisors as defined in the Act and all other employees.

#### Section 1.3

The terms "employee" or "employees" used in this agreement shall refer to those in the bargaining unit set forth in Section 2 hereof.

#### Section 1.4

The Employer agrees that during the term of this Agreement, it shall not assert or challenge the supervisory or non-supervisory status, as defined in section 2(11) of the National Labor Relations Act, of any bargaining unit employees. Bargaining unit employees shall not have the authority to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances or effectively recommend such actions or exercise independent judgment in any such regard unless the exercise of the foregoing is merely routine or clerical in nature.

The Employer further agrees that during the term of this Agreement, it will not assert or seek to challenge the supervisory or non-supervisory status, as defined under the National Labor Relations Act, of RNs who work on a temporary basis as a Charge Nurse and receive Charge Differential pursuant to Section 21.2 of the Agreement.

Supervisors shall be permitted to perform the work customarily performed by bargaining unit employees only (i) in cases of demonstration and training, (ii) in emergency circumstances, (iii) as otherwise required to provide proper patient care, and (iv) when bargaining unit employees are unavailable to perform the work after utilizing the procedures provided in the Agreement for scheduling and assigning work.

#### Section 1.5 Notice of Sale or Merger

MHA, LLC, agrees to notify the Union of any sale or merger, and information regarding the same, consistent with its legal obligations.

### **ARTICLE 2. UNION SHOP AND CHECKOFF**

#### Section 2.1 - Union Membership

To the extent not inconsistent with the law, employees covered by this agreement at the time it becomes effective who are members of the union at the time shall be required as condition of continued employment, to continue membership in the Union for the duration of this Agreement. Employees covered by this Agreement who are not members of the Union at the time that this Agreement becomes effective shall be required, to the extent not inconsistent with the law and as a condition of continued employment, to become members of the Union within five (5) days after the thirtieth (30<sup>th</sup>) calendar day following the effective date of this Agreement. Employees hired, rehired, reinstated or transferred into a bargaining unit position after the effective date of this Agreement shall be required, to the extent not inconsistent with the law and as condition of employment, to become members of the Union within five (5) days after the thirtieth (30<sup>th</sup>) calendar day following the initiation of their employment. An employee who shall tender initiation fees (if not already a member) and periodic dues uniformly required as a condition of acquiring or retaining membership shall be deemed to meet this condition.

#### Section 2.2

Employees who are required to tender periodic dues and initiation fees (uniformly required as a condition of acquiring or retaining membership pursuant to Section 2.1 above) and fail to do so will not be retained in the bargaining unit by MHA, LLC. No employee shall be terminated from the bargaining unit under this Article, however, unless he/she has failed to tender delinquent dues and/or initiation fees within ten (10) days after written notice from the Union of such delinquency and MHA, LLC is advised of such failure in a written request for removal of the employee from the bargaining unit work. The Union agrees to inform all bargaining unit employees with ten (10) days of ratification of the legal rights of employees concerning payment of dues and initiation fees, and will inform all new bargaining unit employees of such right before the end of each employee's probationary period.

#### Section 2.3 Deduction of Union Dues

Upon receipt of a signed authorization from an employee, MHA, LLC shall deduct from the pay all membership dues required by the Union as a condition of acquiring or retaining membership therein. The amount to be deducted shall be certified by the Union and the aggregate deductions of all bargaining unit employees shall be remitted, together with an itemized statement that includes employment status and the hourly rate of pay of each employee, to the Union by the twenty fifth (25) day of the succeeding month after such deduction is made. The Employer shall endeavor to provide such information electronically.

MHA, LLC shall be relieved from making such check off deductions upon (a) termination of employment, (b) transfer out of the bargaining unit, (c) an authorized unpaid leave of absence as defined herein, or (d) revocation of the check off authorization in accordance with its terms or with applicable law. Upon the return of an employee from an authorized leave of absence, MHA, LLC shall immediately resume the obligation of making such deductions unless notified by the employee of revocation or of resignation from

the Union. Deductions for employees rehired by MHA, LLC or reinstated in the Union shall require a new written authorization.

#### Section 2.4 Indemnification

The Union will indemnify and save the Employer harmless against any and all claims, demands or other forms of liability which may arise out of or by reason of, any action taken or not taken by the Employer, at the request of the Union, in violation of federal or state law.

#### Section 2.5 Lists

The Hospital agrees to supply the Union with a monthly check-off list that includes social security number, names, hourly rate, monthly gross wages, HPAE dues, AFT dues and initiation fee monies deducted. Additionally, a monthly list of all new hires, terminations of employment, and employees on leave of absence will be supplied to the Union. This list will contain the following information: Name, social security number, address, job title, department, status, hourly rate, date of hire, date of employment termination.

The Hospital shall provide an updated list of bargaining unit employees on a quarterly basis each year. Such list will contain alphabetized names, addresses, job title, status, department and date of hire.

To the best of the hospital's ability all information will be provided to the Union by hard copy and electronically.

The Union agrees to comply with N.J.S.A. 56:8-164 (social security numbers) as required by law and further agrees to indemnify and hold MHA, LLC harmless in the event that it violates N.J.S.A. 56:8-164.

### **ARTICLE 3 — PROBATIONARY PERIOD**

#### Section 3.1

Full time employees shall be on probation for a period of ninety (90) working days\*. Part time employees shall be on probation for a period of sixty (60)\* working days. In no case shall an employee be on probation for a period greater than four (4) months.

#### Section 3.2

The Hospital 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 satisfactory completion of probationary period, employees shall be placed upon the seniority list as of their hiring dates. During the employee's probationary period, he/she shall not be entitled to any benefits under this Agreement.

The parties may mutually agree to extend an employee's probationary period for an additional thirty (30) workdays, which shall not be unreasonably denied by the Union.

\* The change in the length of probationary period will not impact on when an employee is eligible for: Health Insurance, Dental Insurance, use of Vacation, and other benefits.

### **ARTICLE 4. UNION REPRESENTATIVES, UNION VISITATION AND BULLETIN BOARD**

#### Section 4.1

The Union shall have the right to designate two primary Union Representatives and two alternate Union Representatives per shift, but not from the same unit.

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

- 1) The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.
- 2) The collection of dues when authorized by appropriate Local Union officials.
- 3) The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information.
  - a) Have been reduced to writing; or
  - b) If not reduced to writing, are of a routine nature and do not involve work stoppage, slowdowns, refusals to handle goods, or any other interference with the Employer's business.
- 4) A union representative shall be given ten (10) minutes speaking time at Nursing orientation to introduce new hires to the Union and distribute union materials. Time to be scheduled with the Staff Development Instructor.

#### Section 4.2

The Representatives shall not interfere with the operations of the facility or with instructions given by a supervisor in the regular course of his/her duties, subject to the provisions of this Agreement.

The Representatives will not engage in any Union activities during their scheduled work time ("work time" does not include lunch or other scheduled breaks) except with the permission of their supervisor. This permission shall not be unreasonably denied.

In no circumstances shall any union activities occur in patient care areas, which do not include break rooms and cafeteria.

#### Section 4.3

Representatives have no authority to take strike action, or any other action interrupting the Hospital operation.

#### Section 4.4 Union Visitation

The Union will have the right to visit Hospital premises to investigate grievances provided that the union will call the Human Resources Department on the day before the visit. Exceptions may be made for emergencies. In no case shall this access interfere with the work of any employee or with a patient's or guest's activities or otherwise disrupt the Employer's operations.

#### Section 4.5 Bulletin Board

The Union will be provided with a locked bulletin board for the bargaining unit for posting notices. Nothing posted on the bulletin board shall be libelous.

#### Section 4.6 Union Mail Box

The Hospital will supply a locked mailbox for use of the Union Officers.

#### Section 4.7 Union Storage Space

The Union will be entitled to a locker if the parties can agree on an appropriate location and size. The Union recognizes that it is responsible for its maintenance, and that the Hospital has no liability with respect to any damage to the locker or loss of its contents.

### **ARTICLE 5. SENIORITY**

#### Section 5.1

Seniority shall accrue within each job classification (i.e. full time, part time and per diem). Full time employees shall have seniority within their job classification and also over the seniority of part time employees and per diems. Part time employees shall have seniority within their job classification and also



over the seniority of per diem employees. Per diem employees shall have seniority only within their job classification.

Per diem employees who convert to full time status shall be credited with full time seniority on the following basis: three years as a per diem will equal one year of full time seniority.

When an employee changes status from part time or per diem to full time seniority shall be forfeited for a period of six months.

#### **5.1(A)**

**Any employee who moves from part time to full time status shall have her/his years as part time credited "2 for 1" for the purposes of determining seniority.**

#### Section 5.2

Seniority shall apply to all issues involving lay-off, re-call, reduction of hours and other areas of the contract that refer to seniority.

#### Section 5.3 Layoff notice

Should a layoff or reduction of hours be necessary, the employer shall provide the affected employees 10 days advance notice or pay in lieu thereof at the option of the employee.

#### Section 5.4 Layoff/Reduction of Hours

A. At the request of the Union, the Hospital will meet with the union to discuss any matters the union has concerning the layoff or reduction of hours.

B. In case of a layoff in a particular patient care area (unit), layoff shall be by seniority in the patient care area unit) to be affected, with the employee with the least seniority in the particular patient care area (unit) being laid off first.

C. In case of a layoff, the following procedure shall be applied to an affected employee in order of seniority:

1. The Hospital will first seek volunteers in the affected unit. If there are no volunteers, then,
2. The most senior affected employee shall be offered a choice of any vacant position, (This continues through (each effected employee in seniority order).
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 laid off.
4. After all vacancies have been filled, an employee may bump as follows:
  - a) The most senior employee may bump the least senior employee from a list of the least senior employees on the same shift and in the same classification (i.e. full time or part time). The list will be equal in number to the number of employees scheduled to be laid off on that shift. The employee may only bump into a position where he/she is fully qualified to perform the job. If there is no less senior employee on the same shift and in the same classification who the employee can bump, then,
  - b) 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.
  - c) If the employee chooses not to bump an employee on another shift the employee may bump the least senior part-time employee from his/her same shift, so long as the part time employee being bumped has less seniority pursuant to Section 5.1 (A) unless the employee seeking to bump has ten (10) years of full time service. For purposes of this entire provision per diem seniority is not considered.
  - d) A part-time employee can only bump a part-time employee.
  - e) An employee who is bumped by a more senior employee shall be allowed to bump in the same manner described above, however the employee subsequently bumped will have no bumping rights.

- h) All the above continues through each affected employee in seniority order.
- g) A laid off employee is eligible to work in the per diem float pool.

- 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. Employees who are identified for layoff and have rights to vacant positions or bumping rights shall exercise their rights in order of seniority within forty-eight (48) hours of being notified of their options by the employer.
- 7. All layoff will occur on the designated effective date of the layoff provided the appropriate notice has been given.
- 8. The Hospital shall send notice of layoff to the affected employees either by personal delivery in the Hospital or by certified and regular mail to the address provided by the employee. It shall be the responsibility of the employee to provide an address at which the employee can be reached in a timely fashion of the sending of the notice by the Hospital.

D. In the case of a reduction of hours in a unit, the Hospital will first seek volunteers, then,

- 1. The least senior employee in the unit or department will have his/her hours reduced.
- 2. If the employee does not wish to take reduction of hours, s/he will be offered a choice of accepting any comparable vacant position.
- 3. If there are no vacant comparable positions the affected employee may bump the least senior employee on his/her shift. The affected employee may only bump into a position for which he/she is fully qualified. The affected employee may only bump into a position whose hours are fewer than or equal to the regularly scheduled hours of the position of the bumping employee.
- 4. An employ who chooses not to 1)bump, 2)accept the vacant comparable position, or 3)accept a reduction of hours will be placed in a layoff status.

#### Section 5.5 Recall:

Employees in a recall status will have first preference for any vacant position for which they are fully qualified. Employees will be recalled in the reverse order in which they were laid off. If an employee takes a position other than her original position, the employee shall have the option of returning to their original position if it becomes available.

#### Section 5.6

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 of six (6) months.
- B. When an employee is discharged for cause;
- C. When an employee quits his/her job;
- D. In rehiring after layoff, the Hospital shall send notice to the employees by certified mail or telegram to the last known address appearing on the Hospital records. If within four working (4) days of receiving such notice, an employee fails to contact the employer, the job may be permanently filled. The employee must commit to a specific reasonable return date within 5 days of having contacted the employer.
- E. Per diem employees who have not worked for a consecutive three-month period will be terminated from the payroll and forfeit all previous seniority. Per diem employees who anticipate that they will not be available for work for a period of three or more months but intend to return to work at a later

date, must notify Human Resources in writing within the three-month period to remain on the active payroll listing. The leave shall not exceed six months.

Section 5.7 Any employee who resigns in good standing and is rehired by MHA, LLC within three (3) months of termination shall retain their full seniority

## **ARTICLE 6. LEAVE OF ABSENCE**

### **Section 6.1 Family Medical Leave Act (FMLA)**

If an employee or his/her family member becomes ill and requires care, the employee may be eligible for FMLA leave. Employees are eligible for this leave after working twelve (12) months and no less than one (1) thousand two-hundred fifty (1,250) hours. The FMLA allows an employee twelve (12) weeks of unpaid leave in case of any of the following:

- Childbirth or to care for a child during the first twelve (12) months after birth;
- Adoption or foster care within the first twelve (12) months of placement;
- Care of an ill spouse, child or parent; or
- Care for an employee's own serious health condition

The Employer reserves the right to require a physician's statement verifying the need for FMLA leave. Employees are requested to give thirty (30) days notice of leave whenever practical. Employees on leave under the provisions of this Act will be required to apply all leave time in any category toward the unpaid leave. There may be exceptions for a pregnancy related leave if required by law. Vacation may not be added onto the twelve (12) week leave. Additionally benefits will cease to accrue while an employee is out on FMLA leave, except for the period of the leave that the employee is using accrued time.

While out on FMLA leave, an employee's health insurance benefits will remain in effect, with no lapse in coverage. An employee on leave is still responsible for his/her portion of the premium. The employee must remain in contact with his/her supervisor or the Human Resources Department while out on FMLA leave in order to keep them informed as to the leave status and intended return to work date. Employees are asked to give at least two weeks advance notice of the date of anticipated return. Some cases may require a doctor's release prior to returning to work.

If all requirements are met and there is no change, such as layoff, restructuring, reduction of hours, or other job elimination, reinstatement of employment will be to the same position or a comparable position with equivalent benefits, pay, terms and conditions of employment (including shift and hours of work). The employer shall make reasonable efforts (including filing the position on a temporary basis or using per diems) to reinstate the employee to his/her same position rather than a comparable position (This applies to at least 4 weeks of extensions described below). All rights to reinstatement cease if the employee fails to return to work at the end of an approved FMLA leave.

The Employer may recover from the employee premiums paid for health insurance during unpaid leave if the employee fails to return to work, unless reason is due to 1) the continuation, recurrence, or onset of a serious health condition of the employee or the employee's family member, which would otherwise entitle the employee to leave under the FMLA or 2) other circumstances beyond the employee's control.

All leaves taken for medical reasons, including job-related illness, will be counted towards an employee's FMLA entitlement.

For all leaves greater than sixty (60) days, the employees' anniversary date shall be adjusted accordingly.

Leave taken pursuant to the Family and Medical Leave Act shall run concurrent with any other leave provided herein.

### Section 6.2 New Jersey Family Leave Act (NJFLA)

The Employer shall comply with the NJFLA. Employees who are eligible for Paid leave under the New Jersey Paid Family Leave Act must use two (2) weeks of vacation/personal days prior to receiving the State benefit.

### Section 6.3 Military Leave

The Employer Recognizes and complies with all the terms and conditions of the Uniform Services Employment and Re-employment Rights Act (USERRA).

A request for military leave for "active duty training" and "inactive duty training" must be supported by a copy of military orders placing the employee on duty to the Human Resources Department.

### Section 6.4 Conference or Seminar Days

Each full-time and part-time employee who works thirty seven and one-half (37 1/2) hours per pay period may be permitted to take paid leave to attend conferences and seminars in the tri-state (NJ, NY, PA) area in the sole discretion of the employee's Department Head and Human Resources.

Leave will be paid for the hours per day that the employee is regularly scheduled for at the employee's regular rate of pay. Leave is limited to a maximum of two (2) seminar or conference days per calendar year for full-time employees and one (1) seminar or conference day per calendar year for part-time employees who work thirty seven and one-half (37 1/2) hours or more per pay period.

Conference/seminar requests must be submitted in writing to the Clinical Manager at least thirty (30) days prior to the course date or within five (5) days of the course offering, provided the employee can find his/her own equally competent coverage. Only one full-time bargaining unit employee per shift may be approved at one time on any given unit.

The Hospital shall cover expenses for courses and certification fees which are within the job description requirement. Approval must be obtained from administration prior to course registration to be eligible for reimbursement.

### Section 6.5 Paid Leave

#### 1. Bereavement

A full-time and part-time employee shall be entitled to up to three (3) days off with pay, but no more than 22.5 hours, for time lost from the employee's regularly scheduled work in the event of the death of an employee's parent, spouse, grandparents, brother, sister, child, stepparents, stepchild, mother in law or father in law. Compensation hereunder shall be provided only for those scheduled workdays that fall between the date of death and the day after the funeral/burial services.

An employee shall be entitled to one (1) day off with pay in the event of the death of any blood aunt and uncle, niece and nephew. Employees who wish to attend the funeral for other relatives may use vacation/personal time that will not be unreasonably denied depending upon staffing and other operational needs.

The Hospital will not unreasonably deny the use of benefit time or unpaid leave to extend the bereavement leave. Appropriate documentation of relationship and proof of death may be required.

#### 2. Jury Duty

Time off will be granted for the duration of an active employee's required jury duty. Employees will receive their regular hourly rate/ salary for time spent on jury duty that also falls on their regularly scheduled days up to the employee's normal scheduled hours for two-week period (ten working days). If the employee's jury duty obligations extend beyond a two-week period, the employee will be granted unpaid leave for the duration of the jury duty.

An employee's benefits will remain in effect as if actively employed during an approved jury duty. Any applicable benefit deductions will be responsibility of the employee if deductions owed should accrue. During the period that Employees are being paid by MHA, LLC, for jury duty, employees must turn over their jury duty pay to MHA, LLC, by submitting the properly endorsed check to Human Resources.

#### *Guidelines*

1. The employee must provide his/ her supervisor with a copy of the Jury Summons as soon as possible, preferably at least two (2) weeks prior to the date they are scheduled to report. The supervisor will forward the summons to Human Resources.
2. MHA, LLC reserves the right to ask that the employee be impaneled at a later date if the employee's absence will adversely affect the operations of his/ her department.
3. If the employee is excused from jury duty for the entire day or is let out before 12:00pm, the employee must call his/ her immediate supervisor to ascertain if needed to report to work. If the employee does not call in or report to work as instructed, the employee will not be paid for those hours.
4. The employee is expected to report to work on those days on which no jury duty is scheduled. An employee scheduled for 2<sup>nd</sup> or 3<sup>rd</sup> shift will not have to report to work on the day of jury duty service;
  - a. *i.e. If employee is to report to jury duty on a Tuesday at 8:00am the employee would not have to report to work from 12 midnight to 8am that morning of scheduled jury duty day. Similarly, if the employee was scheduled for the 3p.m. to 11 p.m. shift, the employee is not expected to report to work.*
  - b. *If jury duty should be canceled for the next day (Wednesday), the employee is expected to work, whether scheduled for 2<sup>nd</sup> or 3<sup>rd</sup> shift.*
5. The employee must present a record of attendance and jury duty to Human Resources in order for payment of jury duty benefits to be processed. MHA, LLC, reserves the right to request additional appropriate documentation as to the length and amount of jury duty service.

## **ARTICLE 7. STRIKES & LOCKOUTS**

### Section 7.1

During the term of this Agreement there shall be no strikes, sympathy strikes, boycotts, picketing, work stoppages, slowdowns, sit-ins, other interference with the operations of the Hospital, or other economic pressure activity by the Union or any employee covered by this Agreement. A threat to commit any of the above acts shall be considered a violation of this article.

### Section 7.2

During the term of this Agreement there shall be no lockouts by the employer of its employees covered by this Agreement.

### Section 7.3

The Employer shall have the right to maintain an action for damages resulting from the Union's violation of this Article. Any claim by the Employer for damages resulting from any violations of this Article shall not be subject to the grievance and arbitration provision of this Agreement. While disciplinary action taken against employees for violating this Article or any other provision of this Agreement is subject to the grievance clause hereof, the Employer is entitled to seek injunctive relief against any strike in violation of this Article pending the decision of an arbitrator. Grievances over disciplinary action taken against employees found to have violated this Article shall be limited to the issue of whether or not the employee

in question actually engaged in the prohibited activity. If the Arbitrator determines that an employee engaged in activity prohibited under this Article, any disciplinary measures taken by the employer against the employee must be left unmitigated.

Any individual employee who violates this section will be subject to immediate discharge.

## **ARTICLE 8. DISCHARGE AND DISCIPLINE**

### **Section 8.1**

The Hospital shall not discharge, discipline or suspend any employee except for just cause. The Hospital has the right to establish reasonable work rules, subject to law. Proven violations of these rules may be the basis of disciplinary action for just cause.

### **Section 8.2**

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

### **Section 8.3**

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

Discharge 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 the Union shall be considered to have been waived under this Article.

### **Section 8.4**

Prior to an employee being brought into an investigatory conference that may result in discipline, the employee (at his/her option) shall have the right to have a Union Representative present at the conferences. It is the employee's responsibility to contact the Union Representative of his/her choice.

In the event a representative is requested, but not available, the Hospital may postpone the conference until the following shift.

## **ARTICLE 9 — GRIEVANCE & ARBITRATION**

### **Section 9.1**

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 and shall be processed in the following manner:

**STEP 1.** Within ten (10) days of an event/action leading to a grievance, the grievance shall be presented in writing to the Department Manager or immediate relevant supervisor. The employee having a grievance and or his/her Union Representative shall arrange a meeting with the employee's immediate relevant supervisor for the purpose of discussing the grievance within the next five (5) working days. The supervisor shall provide an answer in writing within five (5) working days of the meeting.

**STEP 2.** If the grievance is not resolved in Step 1, the employee and/or his/her representative shall have five (5) working days from the Step 1 receipt of the answer to submit a grievance in writing to the Vice President/Department Director of the unit/area. The grievance shall be considered resolved unless submitted in writing with the time limit provided herein.

The VP/Director or other representative of the Hospital shall meet with the Union representative and grievant within five (5) working days of the receipt of the written grievance and will respond in writing within five (5) working days of the close of that meeting. If no response is forthcoming, the

Union shall have the right to proceed to Step 3.

**STEP 3.** If the grievance is not resolved in Step 2, the employee and /or his representative shall have five (5) working days from the Step 2 receipt of the answer to submit a grievance in writing to the Vice President of Human Resources and/or designee. The grievance shall be considered resolved unless submitted in writing within the time limit provided herein.

The Vice President of HR and/or designee shall meet with the internal Union Representative and Union Staff Representative and Grievant within five (5) working days of the receipt of the written grievance and will respond in writing within five (5) working days of the close of the meeting. If no response is forthcoming, the Union has the right to proceed to Step 4.

**STEP 4.** Arbitration. If a grievance is not satisfactorily adjusted during the foregoing Steps, the Union may refer the matter to arbitration within 21 calendar days of the receipt of the Hospital's Step 3 answer, by giving notice to the Hospital and the American Arbitration Association in writing of the intent to arbitrate. If the Union fails to refer the grievance to arbitration within 21 calendar days of receipt of the Hospital's Step 3 answer, the grievance shall be considered waived under this Article.

#### Section 9.2

All grievances given thereto at Step 4 shall refer to the relevant articles of the collective bargaining agreement.

#### Section 9.3

All grievances shall be in writing and signed by the aggrieved employee or representative. Grievances may not be written on Hospital time.

#### Section 9.4

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 the right to take all legal action to enforce compliance.

#### Section 9.5

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 this agreement.

#### Section 9.6

The arbitrator's fee shall be borne equally by the Hospital and the Union.

#### Section 9.7

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.

#### Section 9.8

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

### **ARTICLE 10. FILLING VACANT POSITIONS:**

#### Section 10.1

The Hospital 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/Nursing department. A list of all vacant positions shall be updated quarterly and be made available for any employee upon request to the Human Resources Department. An employee desiring to be considered for a vacant position shall file a written request with the Human Resources department. The Hospital shall respond to employees requesting to fill said positions within ten (10) working days of the seven (7) day posting period or written request

whichever is later.

#### Section 10.2

An existing employee shall be given preference for any vacancy over a non-employee if they are qualified to perform the position. When two or more members of the bargaining unit employees request the same vacant position the Hospital shall award the position to the applicant on the basis of experience, qualification and seniority. In the event there is no difference in experience and qualification of one or more of the applicants to perform the work then the Hospital shall award the position to the bargaining unit employee with the greatest seniority. The employee shall be transferred to the new position as close to thirty (30) calendar days as reasonably possible of the date the transfer was approved, except in emergent situation.

#### Section 10.3

An employee selected for transfer shall have a period of ninety (90) days for familiarization to the new position. The vacated position shall be held open for a period of fourteen (14) days. During that time, the employee shall have the option of returning to his/her former position without loss of seniority, provided the employee makes the request to return to the former position within the fourteen (14) day period. After the 14 day period, if the employee is unable to satisfactorily complete his/her familiarization period, he/she will be transferred to a comparable vacant position in the hospital, if available. If no vacant position is available, the employee will be laid off and may exercise his/her bumping rights as outlined in Article 5. If the employee chooses not to bump, he/she will be returned to the next available vacancy.

#### Section 10.4

The hospital shall send a copy of all job postings, including date of posting, job requirements and job description to the union on a monthly basis.

#### Section 10.5

An employee who accepts a promotion into a non-bargaining unit position (management position) and is unable to qualify for this position, or desires to return to the bargaining unit, shall have the right during a 90 day probationary period, to bid into any vacant bargaining unit position. During the 90 day period, the employee shall continue to accrue all benefits and seniority based upon their current status. If the employee does not return to the bargaining unit by the end of the 90 days, they will lose their seniority as it applies under the collective bargaining agreement.

### **ARTICLE 11. NON-DISCRIMINATION**

#### Section 11.1

No employee shall be discriminated against directly or indirectly because of his/her membership in or activity on behalf of the Union.

#### Section 11.2

Neither the Hospital nor the Union shall discriminate against or in favor of any employee because of race, color, creed, religion, national origin, age, sex, sexual preference, marital status, or disability.

### **ARTICLE 12. NOTIFICATION**

#### Section 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 #1B, Emerson, New Jersey, 07630.

All correspondence to the Employer, unless otherwise specified herein, shall be addressed to the Vice President of Human Resources, located at 55 Meadowlands Parkway, Secaucus, New Jersey, 07096.

### **ARTICLE 13. SEPARABILITY**



Section 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.

**ARTICLE 14. WORK SCHEDULES, TIME REQUESTS, FLOATING, SHIFT ROTATION.**

Section 14.1

The Hospital shall post four-week work schedules 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. Once posted, no more than two (2) switches per full time employee (one for part time), per four (4) week schedule are permitted (i.e. direct switches or equally competent per diem). Arrangements are made by the employee and all paperwork must be forwarded to Departmental Manager for final approval. The associate requesting the change may use holiday time, vacation time, a personal day or agree to an equal time switch. Requests, which will incur additional overtime costs, will be approved at the option of the Employer.

Section 14.2

The Hospital will make its best effort to minimize floating within the term of this contract. The individual to be floated can function in another unit and provide patient care within the scope of the individual's license and capabilities.

Floating Guidelines

1. The RN floated to a unit for either the first time, or for the first time after not having been in the unit for the preceding six (6) months, shall receive proper orientation to the unit. Proper orientation in this case will include floor routines on reporting to charge nurse and doctors, routine vital signs and lab work, where supplies are located, who to report to, knowledge of assignment and any special instructions on charting and patient care requirements. The RN will be assigned a designated resource nurse that is a regularly scheduled staff member. However, if the nurse is floated to MAPU he/she will receive a re-orientation if he/she has not worked there within the preceding three (3) months.
2. The individual will function under the supervision of the regularly scheduled staff member who will serve as the individual's resource person.
3. Floating mid-shift will be in emergency situations, or unanticipated increased unit acuity to minimize agency use, unforeseen absenteeism, to meet special patient care requirements, or when the census in a unit drops.
4. RN will not be floated to more than one unit per 8 hr. Shift.
5. Nurses with previous documentation of competency or cross training can continue to work in those areas.
6. New nurses shall not be floated within the first three (3) months of their employment. Employees will be floated only in the following manner to meet legitimate patient care needs.

- Division — Medical Surgical
  - 4 Center
  - LRI
  - 3 West
  - Pediatrics Unit – Adults
  - SDS
  - MAPU
  - 3 Center

Critical Care — Anyone under the Critical Care Division can be floated to assist in radiology special procedures.

- ICU/CCU- 3 West, ED, ED Holding, and Cath Lab, Life Span, 4C, MAPU
- 3 West ICU, ED, ED holding, 4C, 3C, LRI, MAPU
- Emergency Dept. — ICU, 3 West, Life Span
- Cath Lab — ICU, PACU, SDS/PAT, Pain Management in the OR, ED holding, ---Life Span
- Life Span — ICU, 3 West, Cath Lab, ED holding

Maternal Child

- LDP — OR/C-Section, Nursery, Postpartum
- Pediatrics — Nursery, Postpartum, Med Surg, 3W, 3 Center
- Nursery - LDP recovery, Postpartum, Pediatrics

Surgical Services

- OR -- L&D/C-Section, Cath Lab/Scrub, PACU as 2<sup>nd</sup> RN, ENDO
- PACU-OR holding area Cath Lab, Endo, Radiology Special Procedures
- ENDO — OR, PACU, SDS, Radiology Special Procedures

Or any area with documented competency and cross training.

Floating Stipend (Employees hired after May 31, 2009 shall not receive this stipend)

Stipends for floating shall be paid as follows:

- 1<sup>st</sup> float per pay period — \$25
- 2<sup>nd</sup> float per pay period — \$30
- 3<sup>rd</sup> float and beyond per pay period — \$35

Floating will be done in such a manner to minimize multiple pulling and minimize the number of nurses floating per shift.

In the event floating is necessary, the following guidelines will be used provided all remaining staff has the competencies necessary to meet legitimate patient care needs:

1. Agency staff will be floated first
2. Overtime or per diems will be floated next, the selection of overtime or per diem is at the discretion of the employer.
3. Staff may volunteer (A volunteer list will be maintained on each unit.)
4. If there are no volunteers, regular staff will be floated in reverse seniority on a rotating basis.

Section 14.3

Preference for all available work time shall be given to bargaining unit employees over any other individuals.

Employees who schedule themselves for an overtime shift and subsequently cancel, will not be eligible for overtime in the next four-week schedule. Employees who work overtime and call out sick will lose one overtime shift for each call out.

Section 14.4

Shift rotation for employees on the payroll as of June 1, 2006 will be done on a voluntary basis.

Employees hired after June 1, 2006 may be required to rotate shifts. Shift rotation will be assigned in reverse seniority order.

## **ARTICLE 15. CLASSIFICATION OF EMPLOYEES**

Section 15.1

A full-time employee is defined as an employee who is regularly scheduled to work seventy-five (75) hours per two (2) week pay period (7.5 hours per shift) or who works seventy-two (72) hours per two (2) week pay period (12 hours per shift).

Section 15.2

A Part-time employee is defined as an employee working less than 75 hours per pay period, except as otherwise noted in Article 15.1. Only part time employees working thirty-seven and one half (37 1/2) hours or more per pay period shall be entitled to prorated benefits.

Section 15.3 - Per Diem — see Appendix A  
— 12 hour shift Employees - see Appendix B

Section 15.4

A temporary employee is defined as someone employed to work on a special or emergency project for the specified period. Such individuals shall not be eligible for benefits provided through this collective bargaining agreement.

Section 15.5

All other employees, not defined above, do not have any rights under this bargaining agreement including the just cause provision.

**ARTICLE 16. HOLIDAYS**

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

New Years Day	Independence Day
Martin Luther King Jr. Day	Labor Day
Memorial Day	Thanksgiving
	Christmas

2. Full-time bargaining unit employees who have completed their probationary period shall be paid seven and one-half (7 1/2) regular scheduled hours at the straight time hourly rate for the jobs to which they are regularly assigned for each of the holidays not worked. Part time employees who work thirty seven and one half (37 ½) or more hours per pay period will be granted an alternate day off based on the prorated hours worked on the holiday or will be paid prorated hours for the holiday based on individual's employment status at the employees choice.

3. A full time employee required to work the above named holidays shall be paid time and one half of his/her regular pay. In addition, the employee will either receive holiday pay or, and additional day off scheduled by mutual agreement. Effective 1/1/2001 this will apply for 3 holidays for part time employees.

4. Holidays are observed on the day that the actual holiday occurs.

5. To be eligible for a holiday, employees must work the last scheduled workday immediately preceding and the next scheduled workday immediately following such holiday.

6. Holidays must be used within 30 days of the hospital observed holiday and are not cumulative and compensable thereafter. In the event an employee does not use a paid holiday off for reasons solely of the employer, those days are compensable.

7. If a holiday falls during an employee's vacation, the employee will be paid holiday time in lieu of vacation pay for that day.

8. Holidays will begin at 7 AM for 7-3, 3 PM for 3-11. and 11 PM (eve of holiday) for 11P-7A.

9. Employees will not accrue holidays during an unpaid leave of absence.

10. The Hospital reserves the right to determine at its sole discretion the staffing on each unit for Holidays. For time off, the Hospital agrees to distribute time off on holidays on an equitable basis as follows.

- A) The employer will make every effort to grant an employee's request for a holiday off, assuming that the nurses remaining have the full competency to perform the work.
- B) If two (2) or more employees from the same unit and shift request the same day to be scheduled as holiday time and staffing permits limited absences, the employee having worked that holiday the previous year shall be granted the holiday

Seniority shall prevail when employees received the same holiday off the previous year. An employee may waive such rights for the benefit of another employee by expressed wish.

#### **11.) HOLIDAY COMMITMENT:**

All Full time and Part time employees will be required to work three (3) holidays per calendar year, one being Christmas or New Year and another being every other Thanksgiving. If it is an employee's turn to work Thanksgiving, such employee will be required to work only one summer holiday that year, if scheduled off Thanksgiving, the employee will be required to work two (2) summer holidays.

Employees who have completed their holiday commitment may volunteer to work additional holidays, when available.

Per diem employees will be paid time and one half the applicable week day rate for all hours worked on a holiday.

#### **ARTICLE 17 — WEEKEND WORK REQUIREMENT**

No full-time or part-time employee, including those hired after the signing of this agreement, shall be required to work more than every other weekend.

The employer will endeavor not to change the weekend work requirement of those employees working less than every other weekend. If it becomes necessary to change the weekend work requirement of these employees, the employer shall first seek volunteers to fill the need. The employer will meet with the employees involved and a union representative, upon request, to explain the need for the change and discuss alternatives to the change. The affected employees shall be given four (4) weeks notice of any change.

For employees hired prior to 1/1/02, a weekend for the purposes of this section is defined as two (2) days — Saturday and Sunday beginning at 7am on Saturday and ending at 11pm on Sunday (except for the 11 pm 7am shift where the weekend will be defined as a Friday and a Saturday beginning at 11pm Friday and ending at 7am Sunday.)

Employees hired after 1/1/02 shall recognize the weekend shifts for the 11 pm to 7 am shift only, as starting at 11 pm on Saturday and at 11 pm on Sunday.

After the first occurrence in a calendar year, employees who do not work their scheduled weekend must make up the time within six (6) months. The employer shall make reasonable efforts to reschedule on a mutually agreeable date. If there is a failure to reach a mutually agreeable make up date, scheduling shall then be at the discretion of the employer.

PER DIEM Weekend commitment for Per diems:

A per diem will be terminated if the employee fails to work a minimum of four (4) out of six (6) weekend shifts in any quarter (i.e. three (3) schedules) or twelve (12) weekend shifts in any two (2) consecutive quarters.

Per diems will not be required to make up weekend shifts cancelled by management.

## **ARTICLE 18 — HOURS OF WORK AND OVERTIME**

### **Section 18.1**

The workweek shall consist of any five (5) days within a seven (7) day period beginning in Sunday and ending on Saturday. The Hospital shall have the right to require employees to work overtime subject to state law. All time worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at the rate of time and one-half the straight time rate of pay providing that there is no sick call within that pay period. If there is a sick call within the pay period, overtime will be paid for hours worked in excess of 40 in a week only. Any overtime incurred would automatically revert to straight time.

Employees scheduled for a shift other than an eight-hour shift (i.e. 10-hour or 12-hour) shall receive overtime pay for hours worked in excess of his/her scheduled shift or forty (40) hours per week, subject to the no sick call requirement set forth above.

Notwithstanding the above, daily overtime will only be paid if an employee works 2.5 hours or more after his/her 8, 10 or 12 hour shift, in which case all of the hours in excess of his/her scheduled shift will then be paid at an overtime rate. In addition, daily overtime will not be paid if the hospital and the employee mutually agreed upon an additional 4, 8 or 12 hour shift at a straight time rate.

### **Section 18.2**

For purposes of overtime computation, unpaid absences, vacation, sick time, personal days, disability, workers' compensation, seminar attendance, jury duty or funeral leave shall not be considered as time worked.

### **Section 18.3 Meal Periods and Breaks**

The workday shall consist of an eight-hour period including a half-hour unpaid lunch period and two fifteen (15) minute break periods. Meal periods may not be abbreviated or eliminated to compensate for late arrival or early departure.

Associates scheduled on a 12-hour shift are entitled to received on thirty-minute meal break unpaid and three fifteen-minutes breaks for the day.

Part time associates who are regularly scheduled to work shifts greater than four hours but less than eight shall be entitled to one fifteen minute break for the day.

Associates will not receive additional wages when paid rest periods are not taken.

No rest period may be taken during the first two hours of any shift.

If an employee works through his/her unpaid meal period, that 30 minute period will be counted as time worked assuming the employee has sufficiently notified the appropriate supervisor in advance that he/she will not have an opportunity to be relieved.

### **Section 18.4**

All overtime or extra hours must have prior supervisory approval. The employee will be responsible to notify his/her supervisor of any unanticipated overtime worked at the end of a shift prior to leaving the premises. The employee's time card must be authorized by the supervisor for all overtime and/or extra hours. Notification can be in person or phone.

### **Section 18.5. Mandatory Overtime**

The hospital shall have the right to ask employees to work overtime, but agrees to the limitations set forth in state legislation and regulations regarding mandatory overtime.

If the employee works five (5) hours or more of mandatory overtime, the employee has the option to take the next day off with or without use of benefit time.

Section 18.6

For payroll calculation purposes, the payroll period begins at the end of the second shift (11 p.m.) On Saturday and concludes two (2) weeks later at the beginning of the third shift (11 p.m.) on Saturday.

Section 18.7

The hospital agrees to comply with the provisions of the New Jersey state law regarding mandatory overtime.

**ARTICLE 19. WAGES**

Section 19.1

The following scales will be in place for the term of the contract, as modified by Subsections A through B below:

A.) Wages and Steps 0-30

- 1) Effective June 1, 2011, all full time and part time employees shall receive a 2.0% increase in their base hourly rate , which shall be applied to steps 0-30. Employees not on steps shall receive the increases.
- 2) Effective June 1, 2012, all full time and part time employees shall receive a 2.0% increase in their base hourly rate, which shall be applied to steps 0-30. Employees not on steps shall receive the increases.
- 3) Effective June 1, 2013, all full time and part time employees shall receive a 2.0% increase in their base hourly rate, which shall be applied to steps 0-30. Employees not on steps shall receive the increases.
- 4) Effective June 1, 2014, all full time and part time employees shall receive a 2.0% increase in their base hourly rate, which shall be applied to steps 0-30. Employees not on steps shall receive the increases.
- 5) Effective June 1, 2015, all full time and part time employees shall receive a 2.0% increase in their base hourly rate., which shall be applied to steps 0-30. Employees not on steps shall receive the increases.
- 4) Per Diem employees shall receive the wage increases set forth above.

- B.) In addition to the above, a longevity differential will be established for all full time and part time RNs who have a minimum of five years of continuous service as an RN at Meadowlands Hospital Medical Center. The longevity differential will be added to an employee's base rate.

The scale is as follows:

**Longevity Scale**

<u>After completion of:</u>	<u>Increase to Base Rate</u>
5 Years of service	\$0.30
10 Years of service	\$0.56
15 Years of service	\$0.90
20 Years of service	\$1.15

C.) The RN Wage and Experience Step Scale is listed below and includes all adjustments as specified in subsection A: No employee will progress through the steps in the first year of this contract (6/1/09-5/31/10). Thereafter employees will proceed to the next step on the progression (no "catch up" for the missed year).

Years of Experience	6/1/2011	6/1/2012	6/1/2013	6/1/2014	6/1/2015
0	\$31.58	\$32.21	\$32.85	\$33.51	\$34.18
1	\$31.58	\$32.21	\$32.85	\$33.51	\$34.18
2	\$31.58	\$32.21	\$32.85	\$33.51	\$34.18
3	\$32.39	\$33.03	\$33.69	\$34.37	\$35.05
4	\$33.08	\$33.74	\$34.41	\$35.10	\$35.81
5	\$33.75	\$34.43	\$35.12	\$35.82	\$36.53
6	\$34.46	\$35.14	\$35.85	\$36.56	\$37.30
7	\$35.14	\$35.84	\$36.56	\$37.29	\$38.04
8	\$35.82	\$36.54	\$37.27	\$38.02	\$38.78
9	\$36.51	\$37.24	\$37.98	\$38.74	\$39.52
10	\$36.84	\$37.58	\$38.33	\$39.10	\$39.88
11	\$37.28	\$38.03	\$38.79	\$39.56	\$40.35
12	\$37.73	\$38.48	\$39.25	\$40.04	\$40.84
13	\$38.17	\$38.93	\$39.71	\$40.50	\$41.31
14	\$38.61	\$39.38	\$40.17	\$40.97	\$41.79
15	\$38.97	\$39.75	\$40.55	\$41.36	\$42.19
16	\$39.48	\$40.27	\$41.08	\$41.90	\$42.74
17	\$39.92	\$40.72	\$41.54	\$42.37	\$43.21
18	\$40.36	\$41.17	\$41.99	\$42.83	\$43.69
19	\$40.81	\$41.63	\$42.46	\$43.31	\$44.17
20	\$41.25	\$42.07	\$42.92	\$43.77	\$44.65
25	\$42.29	\$43.13	\$44.00	\$44.88	\$45.78
30	\$43.31	\$44.18	\$45.06	\$45.96	\$46.88

Experience - Each employee will be placed on a step equal to their total experience as a Registered Nurse. Hospital experience, including experience in a foreign hospital, shall be credited on a one to one basis. Experience in a nursing home or other non-hospital settings shall be credited basis of one year for every two years of experience.

Newly hired employees shall be placed on the scale in the same manner as described above. No RN will be hired in at a higher rate than current RN with equal experience.

Section 19.2

Per diem rates for Registered Nurses:

	<u>6/1/2011</u>	<u>6/1/2012</u>	<u>6/1/2013</u>	<u>6/1/2014</u>	<u>6/1/2015</u>
Per diem	\$46.18	\$47.10	\$48.04	\$49.00	\$49.98

Weekend differential for per diems will be \$5.00 per hour.  
 Evenings and Nights \$2.00 shift differential

### Section 19.3

Wages shall be paid bi-weekly by check or deposited into employee designated bank account(s).

Any errors that are reported to Payroll by 12:00 p.m. (noon) on Monday following the pay date will be corrected with the check available by Tuesday. Errors resulting in the loss of \$150 or more, and reported after 12:00 p.m. (noon) on Monday and prior to 3:00 p.m. on Tuesday will be corrected with the issuance of a check by the next business day. Errors reported thereafter will be corrected and paid in the following payroll.

In the event an employee receives a penalty charge due to a payroll error caused by the Hospital, the Hospital will, upon request, be willing to write a letter to the financial institution involved in an effort to prevent the charge.

## **ARTICLE 20. UNIFORMS**

Effective 6/1/2006 all employees who are required to wear uniforms that are not provided by the hospital shall receive a maximum uniform reimbursement according to the following schedule to be paid on their anniversary date each year:

Full Time Uniform	\$150
Full Time Partial Uniform	\$75
Part Time Uniform	\$75
Part Time Partial Uniform	\$40

## **ARTICLE 21. DIFFERENTIALS**

### Section 21.1 Preceptor Pay

Nurses who serve as Preceptors shall receive a differential of \$3.00 per hour

### Section 21.2 Charge Differential

Nurses shall receive a differential of \$1.10 per hour when required to function as the Charge Nurse for a shift.

### Section 21.3 Shift Differential

Employee whose hours of work fall within the premium shift times of 3:00 p.m. to 11:00 p.m. or 11:00 p.m. to 7:00 a.m. will be paid shift differentials as follows:

Evenings 3:00 p.m. – 11 p.m.	\$2.25/hr
Nights 11:00 p.m. - 7:00 a.m.	\$2.25/hr

Shift differential is paid only for hours actually worked. Employees must work at least four (4) hours of the premium shift to be entitled for payment of the shift differential.

### Section 21.4 Weekend Differential

A weekend differential of \$1.50 per hour will be paid to all full time and part time nurses who work from 11:00 p.m. Friday to 11:00 p.m. Sunday.

### Section 21.5 Education Differentials

Nurses will be entitled to receive the following degree differentials.

BSN	\$0.60/hr
MSN	\$0.60/hr



A National Certification differential of \$2.00 per hour shall be paid to nurses who receive and maintain national certification in the patient care area s/he is employed. See Human Resources Policy and Procedure #200/230 for eligibility requirements.

All employees currently receiving a National Certification differential for a National Certification in an area other than the patient care area that he/she is employed, will continue to receive the differential until their certification has been renewed.

## **ARTICLE 22. JOB DESCRIPTION OR POLICY CHANGES**

### Section 22.1

The Hospital shall notify the Union in advance of any written changes in policy that may have a significant impact with the bargaining unit.

### Section 22.2

It is recognized that the hospital has the right to create new jobs and change existing jobs. When the employer creates a new job, the employer will meet with the Union to discuss the changes and negotiate a rate for the job (if requested by the Union).

If no agreement is reached, the employer may set the rate. The union shall have the right to challenge the rate in front of an arbitrator (per the grievance procedure). In order to prevail, the Union must demonstrate that the employer has been arbitrary in setting the rate.

## **ARTICLE 23. MANAGEMENT RIGHTS**

### Section 23.1

Except as expressly limited by specific language in this Agreement, management retains the right to exercise all power, prerogatives, rights and functions customarily retained by management. The Employer retains the sole and exclusive rights to manage, direct and control its property and workforce; to conduct its business and manage its business affairs; to direct its employees, to hire, to assign work, to transfer, to promote, to demote, to layoff, to recall, to evaluate performance, to determine qualifications, to discipline for cause, to discharge for cause, to unilaterally adopt and enforce reasonable rules and regulation and to establish and to effectuate reasonable policies and procedures, to establish and enforce reasonable dress codes, to set reasonable standards of performance, and to determine the number of employees, the duties to be performed, and the hours and locations of work, including overtime; to determine, establish, promulgate, amend and enforce reasonable personal conduct rules, safety rules and work rules; to determine the number of employees assigned to any shift, unit, operation or job; to determine if and when positions will be filled; to establish, change or abolish positions, to discontinue any function; to create any new service or function; to discontinue or reorganize or combine any department, branch, or unit of operations with any consequent reduction or other changes in the work force; to make any technological changes; to install or remove any equipment, regardless of whether any of the foregoing or any other such actions cause reductions or transfers in the workforce, or whether such action requires an assignment of additional, fewer, or different duties, or causes the elimination or addition of positions; to subcontract or contract out any or all work; to either temporarily or permanently close all or any portion of its facility and/or to relocate such facility or operation.

The rights expressly reserved by this Article are merely illustrations of and are not inclusive of all the rights retained by the Employer. All other rights are also expressly reserved to the Employer unless such other rights are abrogated by a clear and express provision of this Agreement.

### Section 23.2

The Employer shall have the right to unilaterally establish, maintain, modify and enforce a reasonable drug/alcohol testing policy, a reasonable attendance/tardiness control policy, and any other reasonable rules or regulations necessary for the conduct of its business.

### Section 23.3

The foregoing itemization of the functions and prerogatives of management are not intended to be inclusive, it being expressly understood that management reserves all of the rights, power and authority customarily exercised by it, except insofar as they are specifically abridged by the express provisions of this Agreement.

## **ARTICLE 24. INSURANCE**

### **Section 24.1 Medical Insurance**

Subject to the premium share and other provisions and qualifiers set forth in this Article, the Employer shall provide a Qualcare policy of medical insurance and Medco prescription drug plan for all eligible employees and their eligible dependents. All co-pays, office visit charges, deductibles, out of network fees and prescription drug co-pays shall be the sole responsibility of the employee or his/her dependent. Copies of the Summary Plan Description, which more fully sets forth the plan provisions, are available from the Office of Human Resources.

Full-time employees and part-time employees who work thirty-seven and one-half hours per pay period shall be eligible to enroll in the Hospital's Medical Insurance Program. Full-time employees shall be required to contribute 15% of the cost of the premium as a premium share and part-time employees shall be required to contribute 23% of the cost of the premium as a premium share.

The Employer has the unilateral right, in its sole discretion to make changes in the insurance program, including changes in benefits, carriers, or third party administrators at any time.

The Employer will maintain benefits at substantially comparable levels with the understanding that "comparable" does not mean "identical".

### **Section 24.2 Dental Insurance**

The Employer will make available its Group Dental Plan to all eligible full-time employees and part-time employees who work thirty-seven and one-half hours per pay period covered by this Agreement. Employees will be required to contribute toward participation in the plan at the same percentage level as of the signing of this Agreement.

The Employer has the unilateral right in its sole discretion to make changes in the insurance program, including changes in benefits, carriers, or third party administrators at any time. The Employer will maintain benefits at substantially comparable levels with the understanding that "comparable" does not mean "identical".

### **Section 24.3 Group Life Insurance**

Effective January 1, 2011, the Employer will provide a group life insurance program to cover all full time and part time employees. Coverage for the individual employee will be in the amount of one and one half (1 1/2) of the employee's annual salary.

The Employer has the unilateral right in its sole discretion to make changes in the insurance program, including changes in benefits, carriers, or third party administrators at any time. The Employer will maintain

benefits at substantially comparable levels with the understanding that "comparable" does not mean "identical".

### **Section 24.4 Disputes**

In the event any dispute involving any claim for benefits under any of the programs arises, such dispute will not be subject to the grievance and arbitration provisions of this agreement, but will be subject only to the claims provision in the applicable plan documents and the terms and conditions contained in such documents will be solely and exclusively controlling. The Hospital offers no retiree health, life or other plans for retirees.

### **Section 24.5 Disability & Workers Compensation**

The Employer will provide workers compensation and temporary disability benefits in accordance with New Jersey law for eligible bargaining unit employees as required by law.

#### **ARTICLE 25. LABOR-MANAGEMENT COMMITTEE:**

A labor-management committee composed of three (3) representatives selected by the Hospital but must include representatives of all bargaining units, and five (5) representatives selected by the Union shall be formed. The committee shall meet bi-monthly. In the event an emergency prevents the meeting from occurring on that day, the committee will make every attempt to reconvene that month. Employees on duty will be released to attend such meetings without loss of pay, barring valid staffing conflicts. Such working time spent in attendance shall not be considered time worked for the purpose of calculating overtime. The Hospital president and the Union president shall be considered ex-officio members of the committee.

There shall be discussion of general problems or concerns to the Union and the Hospital at these meetings.

#### **ARTICLE 26. SAFETY & HEALTH**

##### **Section 26.1**

The Employer shall make reasonable effort to maintain a safe and healthy workplace.

##### **Section 26.2**

No employee shall be expected to perform work that is dangerous to their personal safety and health beyond those dangers that are inherent within the nursing profession.

##### **Section 26.3**

The Hospital agrees to have one representative chosen by the Union to attend the EOC committee. The employee chosen by the Union if on duty will be released to attend this meeting without loss of pay. Time will be allotted at each EOC Committee meeting to address health and safety topics which affect members of the bargaining unit. In order to have items placed on the EOC agenda, safety topics must be submitted for placement two weeks in advance absent truly emergency situations.

#### **ARTICLE 27. NURSING POLITICAL ACTION FUND**

Upon receipt of a voluntary, duly authorized check-off authorization, the hospital shall deduct such amount of moneys authorized by employees for the Unions political action fund, called HPAAE Committee on Political Education. The amount of money deducted shall be forwarded to the union no later than the end of the month for which the money was deducted. It is understood that participation in the Nurse Political Action Fund is strictly voluntary on the part of employees.

#### **ARTICLE 28. UNION BUSINESS DAYS**

Recognizing the Union's need to conduct business and the possibility that its officers might be elected from distinctly different bargaining units, the duly elected union officers will be permitted a grand total of (15) fifteen paid work days off each contract year, limited to local union business, conferences, educational purposes and union meetings.

The Union will schedule this time two weeks in advance through the Vice President of Patient Care Services or his/her designee.

Management, insofar as possible, will not unduly deny requests due to occasional unforeseen events.

#### **ARTICLE 29. UNION LEAVE**

An unpaid leave of absence shall be granted to an employee with two (2) or more years of service to work full-time for the HPAAE. This leave shall be limited to a maximum of six (6) months and must be requested in writing. The Union will give thirty (30) days notice in writing. 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 Hospital 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 days notice in writing, to the exact same position (same title, shift, rate of pay, unit/department) held prior to the leave without any loss in seniority. Rate of pay shall include any raises or step raises the employee would have received had he/she not been on the leave. The position shall be posted and filled during the leave on a temporary basis.

### **ARTICLE 30. ON-CALL POLICY (Nursing Units)**

The current hospital and unit policies and practices for on-call payment, on-call requirements, and hours of on-call shall remain in effect.

After all reasonable efforts have been made by the Hospital, employees will be called in for emergencies as determined by the hospital including sick calls and increased unit activity.

No call shall be assigned when an employee is using benefit time (vacation, personal day and requested time off) except by mutual agreement.

If an employee is required to work while on-call, the employee must arrive at the hospital within 30 minutes of the call.

If called, the employee will be paid at time and one half his/her hourly rate, including all applicable differentials for a minimum of four hours, regardless of hours worked per week.

Call shall be offered first on a voluntary basis. The 11pm—7am shift shall have first preference to select on call assignments. Needs list will be posted on unit. Vacant call positions shall then be scheduled on a rotating basis by reverse seniority. All full time and part time bargaining unit employees will have a commitment for on-call. The rate will be \$40.00 per shift.

The 11 pm — 7 am employees may cover their mandatory call commitment on either the 7 am — 3 pm or 3 pm —11 pm shifts, when such time is available.

An employee who works night call which is any time after 11:00 p.m. will be eligible to take the next consecutive day shift off without pay or with use of benefit time at employee's option (sleep day). If required to work during the sleep day, employee will receive double time his/her hourly rate of pay.

The hospital will make available a beeper to employees on call. The beeper will be returned to the department after call is completed.

In the event of operational or economic necessity, on-call policy may be changed by mutual agreement between the Union and Hospital.

The Union will not unreasonably deny agreement if there is an economic or operational necessity.

When on-call on a holiday and called in to work, the employee will be eligible for an alternate day off if he/she works four (4) or more hours.

### **ARTICLE 31. TUITION REFUND — NURSING**

1. Employees who work 37.5 hours or more per pay period and have six (6) continuous months of employment may apply for tuition reimbursement.

2. Full time employees shall receive 100 % reimbursement for tuition expenses only, up to a maximum of \$2000 per year.

3. Part time employees shall receive 100% reimbursement for tuition expenses only, up to a maximum of \$1000

per year.

4. Course work must be job related to be eligible for reimbursement.
5. The employee must receive a grade of "C" or better to be eligible for reimbursement. An official report of the grade must be provided to the hospital along with proof of tuition payment.
6. Employee shall be reimbursed for course work leading to one national certification and/or re-certification as follows: Full time employee: \$250 Part time employee (37.5 hours per pay period): \$125.
7. To be eligible for reimbursement, the employee must remain in the same active status when applied.
8. Approval for tuition reimbursement must be obtained at least 2 weeks before starting any course of study.
9. Based on the most recent tuition reimbursement paid to a qualified employee, regardless of the amount paid, the employee must work for MHA, LLC, for a minimum of twelve (12) months following receipt of the reimbursement. If employee resigns or is terminated for cause before the service payback period obligation is met, the employee will be required to repay MHA, LLC, all tuition reimbursement amounts received for that calendar year based on the following prorated criteria:

<u>Mos. Following Last Tuition Pymt</u>	<u>% Required to be Repaid</u>
12	None
9	25%
6	50%
3	75%
Within 90 days	100%

If for any reason an employee terminates employment with MHA, LLC, before completion of the required 12-month service payback requirement described above, the employee must repay all educational assistance amounts provided for the course(s) for which the service payback was required. The repayment obligation will be prorated to take into account any partial completion of the service payback requirement. By accepting educational assistance, an employee expressly authorizes MHA, LLC, to withhold any repayment amounts required under this policy, and in accordance with state regulations to retain and use funds owed to employee; including but not limited to unused vacation and/or personal day time. If the employee fails to make required repayment MHA, LLC, may take legal action to recover the repayment obligation.

#### **ARTICLE 32. TIME ACCRUAL FOR ILLNESS/INJURY**

Employee shall be eligible for 10 days per year to be used in the event of personal illness or injury. Accruals shall be by pay period beginning on hire but may not be used until the employee has completed his/her probationary period. Part-time employees shall accrue time on a pro-rata basis based upon work status. 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 170 hours. Employees shall not be permitted to carry over illness/injury leave time accrued while the facility was owned by the previous owner.

To be eligible for these accruals under this article, an employee must be absent due to the employee's illness or injury provided an employee shall notify his/her supervisor at least 2 hours before the start of his/her regularly scheduled shift. In addition, the employee shall reasonably keep his or her supervisor informed of his or her progress while absent.

When an employee is eligible he or she must apply for FMLA leave and State temporary disability benefits. If he or she has accrued time available, the employee shall be required to exhaust all sick time and vacation time in excess of four weeks prior to applying for State disability benefits.

Part time employees shall be credited for accrued hours on a pro-rata basis based upon work status. Such part time employees shall use accrued hours in increments equal to his or her regular shift.

Unused accrued time for illness/injury shall be forfeited upon termination.

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

Work connected injuries or illnesses requiring loss of time for 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.

Management will provide access to bargaining unit print-out with employee benefit balances.

Employees may accrue up to 170 hours of unused sick leave to be used for the Extended Illness Bank. An employee may use Extended Illness Bank leave after the employee has been on injury/illness leave for ten (10) days and that leave is in conjunction with the employee's receipt of disability payments. An employee must be on disability leave to use the Extended Illness Bank. An employee may use fractional hours of the Extended Illness Bank to supplement disability pay to allow the employee to receive up to his/her regular full pay.

### **ARTICLE 33. REPORTING PAY**

Any employee who reports for work on his/her regular shift shall be guaranteed work for the scheduled hours or pay for the scheduled hours in lieu thereof, based on straight time rates.

Any employee including per diems who is to be flexed off will receive 2 hours notice. If the employee does not receive proper notice, he/she will receive two (2) hours pay based upon straight time rates.

The Hospital has the right to flex at any time during a shift from non-bedded units. If the employee is flexed the employee must use benefit time unless they have two weeks or less accrued.

A per diem employee who calls to cancel their shift must provide the hospital with two (2) hours notice of their intent to cancel.

This section shall not be operative in the event of fire, flood, Act of God.

In departments that have call, flexing to call shall be either voluntary or with 2 hours prior notice by the employer.

In the event mandatory flexing is necessary, the following guidelines will be used provided all remaining staff has the competencies necessary to meet legitimate patient care needs:

1. Agency staff will be canceled.
2. Overtime or per diems will be canceled next, based on the most cost effective means, as determined by the Hospital.
3. Staff may volunteer with or without benefit time (A volunteer list will be maintained on each unit.)
4. If there are no volunteers, regular staff will be flexed in reverse seniority on a rotating basis.

Employees may be flexed at the beginning of any hospital-designated shift (i.e. 8 or 12 hour) at the discretion of the employer.

### **ARTICLE 34. STAFFING**

Recognizing the importance of adequate staffing to the provision of quality patient care, the Hospital agrees that there should be an adequate number of staff in all units and departments on each shift.

#### **STAFFING REGULATORY GUIDELINES**

The Hospital shall abide by all staffing guidelines promulgated by the NJDOHSS and JCAHO.

**Staffing Committee:** The Hospital and the Union will establish a Staffing Committee in accordance with the provisions outlined in Side letter #3. As per the agreement in Side letter #3, the Staffing Committee shall:

1. Jointly assess staffing levels, nurse to patient ratios, and staffing mixes on all units.
2. Review patient acuity.
3. Review patient outcomes.
4. Reviewing concerns from bargaining unit members and nursing administration related to staffing.
5. Monitor and make recommendations to improve patient satisfaction.
6. Develop staffing ratios for all departments and units.

The employer will provide the committee with information necessary to accomplish these activities including but not limited to schedules, "road maps", records of number of admissions and timing of these admissions, information on staff turnover, agency use, RN overtime, current staffing criteria and acuity systems.

Both parties acknowledge the information reviewed in these committee meetings may be of a sensitive nature and will not be used for any purpose beyond submission of a report to hospital administration. In addition, all applicable standards related to patient confidentiality will apply. Minutes of each meeting will be maintained and the responsibility shared by both parties.

Committee recommendations will be in writing and the hospital administration will respond to any recommendations in writing in a reasonable time period, but in no event later than 45 calendar days after the recommendations are received. The Committee will abide by the timelines and procedures outlined in Side letter #3.

## **ARTICLE 35. NON-NURSING DUTIES**

The parties recognize that RN's are highly educated professionals whose chief responsibility is patient care. The employer recognizes the importance of minimizing performing non-nursing duties.

Except in cases of emergency, where failure to do so immediately jeopardizes and interferes with patient care, the Registered Nurses covered by this agreement shall not be required to, on a routine basis, perform the following non-nursing service functions:

- Going to the pharmacy to pick up medication (except narcotics)
- Going to dietary to pick up trays
- Washing empty patient beds, stretchers, and patient cabinets
- Maintaining unit equipment
- Washing stretchers, tables and equipment in the Operating Room
- Washing empty beds when a patient is transferred
- Mopping floors
- Transporting patients to and from other departments except when medically necessary
- Emptying garbage

## **ARTICLE 36. VACATION**

### Section 36.1

Employees shall be entitled to accrue four (4) weeks vacation per year. Part time employees working thirty seven and one-half (37 ½) hours per pay period or more are entitled to receive vacation time on a prorated basis according to the employee's employment status.

For every week of vacation one bonus weekend day will be given. If vacation is started on Sunday of weekend on, that is your bonus day. When two weeks vacation are taken, two weekend bonus day are given.

Employees with fifteen (15) or more years of service will be entitled to two (2) weekend days off when taking one week vacation.

No isolated vacation days or personal days may be taken on a weekend, unless employee arranges own coverage.

If two people request the same vacation, seniority prevails, provided the vacation was requested prior to the deadline date.

Employees may carry over annually accrued vacation time over into the first quarter of the year following the year in which the vacation time accrued. If an employee fails to take accrued vacation time during the year in which it was accrued or the first quarter of the year following the year in which it was accrued, the Hospital may assign and schedule the leftover vacation time for an employee. There shall be no forfeiture of vacation time. Exceptions may be granted with Vice President approval when vacation requests have been denied based on operational needs.

With the exception of specific provisions contained herein, employees shall not be entitled to carry over vacation time accrued while the facility was owned by the previous owner.

#### Section 36.2

No vacation will be taken until an employee has completed six (6) months of employment. Vacation may only be taken as accrued.

The Employer maintains the exclusive right to grant or deny vacation requests subject to staffing requirements and operational demands. The Employer will indicate the maximum number of employees allowed on vacation simultaneously. The employer shall make reasonable efforts to grant vacation requests. If a request is denied, the reason for the denial shall be provided in writing.

#### Section 36.3

Ten (10) vacation days will be granted per employee during the summer. These weeks must be equivalent to your workweek. Summer is defined as beginning on the pay period following Memorial Day and ending on the pay period following Labor Day. All summer vacation requests must be submitted by April 1<sup>st</sup> and will be approved by April 30<sup>th</sup>.

Vacation days outside of the "summer" (as defined above) will not be unreasonably denied. Requests will be submitted in writing, at least four (4) weeks prior to the time requested, and will be answered within seven (7) days in writing.

Additional vacation days will be granted at the discretion of the Department Director. The Employer may grant additional vacation if the employee arranges comparable coverage following department procedure.

No vacation time will be pre-approved during the period during December 20 through January 4. During this period, management, at its sole discretion, may approve vacation time based on operational needs.

#### Section 36.4

Requests for advance vacation pay must be submitted to Human Resources two (2) pay periods in advance of the commencement of the vacation. Vacation payment will be made on the last day before the scheduled vacation. No advance vacation payment will be made for less than five (5) full consecutive vacation days taken.

#### Section 36.5

Vacation shall be computed on the basis of regular straight-time pay. Shift differential shall not be included in vacation pay where an employee is regularly assigned a premium shift.

#### Section 36.6

Employees transferring into a new unit shall forfeit seniority for purposes of granting vacation for a period



of six (6) months in order not to disrupt any scheduled vacations on that unit.

#### Section 36.7

Employees that resign within the six (6) months of employment shall not be entitled to compensation for the accrued and unused vacation time.

#### Section 36.8

In the event the closing of the sale and the assumption of ownership by MHA, LLC, occurs in 2010, the employer will honor planned time off scheduled through the end of 2010. This time will be unpaid if the prior owner has previously paid employees for accrued but unused vacation leave.

### **ARTICLE 37. Personal Days**

Full-time bargaining unit employees shall be eligible for four (4) personal days per year.

For full time employees: Personal days 1 and 2 must be taken by June 30 of the calendar year. Personal days 3 and 4 must be taken between July 1 and December 15 of the calendar year.

Personal days not taken within the allotted period shall be forfeited. If the personal day cannot be taken within the allotted time due to staffing/operational needs, personal days shall be paid out.

Personal days may not be carried over nor are they accrued during period of unpaid leave.

Two personal days may be used by full time employees for emergency purposes provided the employee gives two hours notice.

Part-time employees (.5 FTE or above) who have completed their probationary period shall be entitled to two (2) pro-rated personal days.

For Part time employees: Personal days 1 must be taken by June 30 of the calendar year. Personal day 2 must be taken between July 1 and December 15 of the calendar year.

One personal day may be used by part time employees for emergency purposes provided the employee gives two hours notice.

### **ARTICLE 38. PENSION PLAN**

All eligible employees may participate in the Meadowlands Hospital Medical Center Pension Plan. The current pension plan levels shall be maintained.

Section 1 401(k) Plan: During the term of this Agreement, regular full-time employees covered by this Agreement are eligible to participate in the Hospital's 401(k) Plan as made available by the Hospital to its non-bargaining unit employees, subject to the same terms, conditions of participation and any changes made thereto. A general description of the Plan is contained in the summary plan description to be made available to eligible employees. The Hospital's sole obligation under this Article shall be to select the provider(s) of the Plan and the investment funds made available under the Plan and to pay to the trustee of the Plan contributions elected by each eligible employee and withheld from that employee's pay as well as any contributions made by the Hospital under the Plan. The Hospital may match 401(k) contributions made by employees solely at its discretion.

In the event any dispute involving any claim for benefits under the Plan arises, such dispute will not be subject to the grievance and arbitration provisions of this Agreement, but will be subject only to the claims provisions in the applicable Plan documents and the terms and conditions contained in such documents will be solely and exclusively controlling.

The Hospital will make a 2% distribution into the 401(k) Plan but there shall be no additional match to employee

contribution.

#### Section 2: No Liability for Employer or Union

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

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

#### **ARTICLE 39. PERSONNEL FILES**

##### Section 39.1

An employee shall be granted access to his/her personal file within a reasonable time frame of receipt of a written request for access made to the HR Generalist. Photostat copies of documents in the personnel file will be provided to the employee at a cost of fifteen cents (\$0.15) 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.

Verbal warnings which have not progressed to the next level of discipline within twelve months of being issued will be removed from the employee's personnel file.

#### **ARTICLE 40. RESIGNATION**

1. In order to receive terminal benefits, an employee who resigns is required to provide four (4) weeks advance written notice to the hospital. Such four (4) weeks advance notice shall not be required if termination results from layoff, request of the hospital, or death.
2. Terminal benefits shall include all accrued but unused holiday, personal, and vacation time.
3. An employee who is discharged for just cause shall not be entitled to receive any terminal benefits.

**ARTICLE 41. TERMINATION**

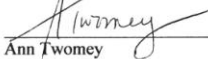
This agreement shall remain in full force and effect until May 31, 2016.

For:

For:

Health Professionals and Allied Employees  
AFTIAF CIO

MHA/LLC

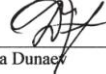
  
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Ann Twomey  
HPAE President

Richard Lensky  
Title:

  
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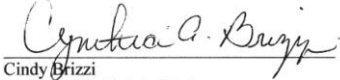
  
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JoAnne Dudsak  
Local 5147 President

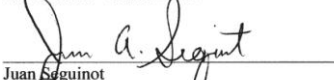
Tamara Dunask  
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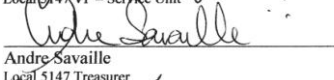
Chelline Lichtenbeger  
Local 5147 VP- RN Unit

  
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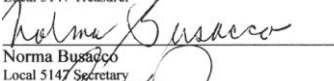
Cindy Brizzi  
Local 5147 VP – Technical Unit

  
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Juan Seguinot  
Local 5147 VP – Service Unit

  
\_\_\_\_\_

Andre Savaille  
Local 5147 Treasurer

  
\_\_\_\_\_

Norma Busacco  
Local 5147 Secretary

  
\_\_\_\_\_

Curtis Jeter  
Local 5147 Grievance Chair

## APPENDIX A

### PER DIEMS

A supplementary or per diem employee is defined as someone who is called in to work on an as need basis. The employer retains the sole and exclusive right to schedule and assign, or not schedule and assign, supplementary employees. It is expressly recognized, however, that such individuals are covered only by the following contract provisions:

1. Seniority
2. Preceptor Pay
3. Charge Pay
4. Mandatory Overtime
5. Staffing
6. Pension Plan (403 (b))
7. Job Descriptions or Policy Changes
8. Wage Scales
  - Per Diem time in classroom orientation will be compensated at \$100 per completed day.
  - Per Diem time for clinical orientation will be compensated at \$200 per completed eight (8) hour shift.
  - Per Diem time for clinical orientation will be compensated at \$250 per completed twelve (12) hour shift.
9. Labor-Management Committee
10. Personnel Files
11. Safety and Health
12. On-Call
13. Non-Nursing Duties
14. Filling Vacant Positions (seniority as it applies only to this)
15. Reporting Pay
16. Any other article or clause which specifically refers to per diems.
17. Grievance Procedure to the extent that it applies the articles listed above. In no way does imply that this affects the employer's utilization of per diems.
18. Holiday Pay

## APPENDIX B

### 12 HOUR SHIFT AGREEMENT

The 12 hour shift will be offered in the ( ED,3W,ICU/CCU,PEDS, LDP,NURSERY. LRI, and 4C). The employee has the right to return to his/her previous 7.5-hour shift, if mutually agreed upon and not unreasonably denied.

1. Full time, part time (.6 and .8) in 24-hour patient care units as mentioned above are eligible to do 12-hour shifts. .5 employee can change status to a .6.
2. Shifts - 7A-7:30P and 7P-7:30A  
ED only: shifts -11AM - 11 :30 PM
3. Work schedule: FT - 12hrs x 6 days = 72 hours per pay period  
.6 - 12hrs x 4 days = 48 hours per pay period  
.8 - 12hrs x 5 days = 60 hours per pay period
4. Weekend work requirement:  
FT and .8 - 36 hours per 4 week schedule, with one full weekend required, plus one other weekend shift, (Fri -Sat or Sat. - Sun.); must select which weekend (7P - 7A shift).  
.6 - 24 hrs per 4 week schedule
5. Conference days - FT - 15 hours; .6 and .8- 7.5 hours.  
Bereavement days: 22.5 hours for immediate family and 7.5 hours for any blood aunt and uncle, niece and nephew. Employees who wish to attend the funeral for other relatives may use vacation/personal time that will not be unreasonably denied depending upon staffing and other operational needs.
6. Vacation, holidays and sick days will be paid at 12 hours.
7. Holiday Time and Personal time will be banked on January 1st.

	FT	.8	.6
Holiday	52.5	42	31.5
Personal	37.5	24	18

Holiday Time: All Holiday time will be banked and used within the calendar year, Jan-Dec., or it will be forfeited.

Personal days will be used as follows:

FT -(1) Jan.-April (2) May-Aug and (3) Sept-Dec.

.8 and .6 - (1) Jan - June and (2) July-Dec.

All banking of hours will begin Jan. 1, 2003.

8. Mandatory OT will be limited to 4 hours on 12-hour days. Mandatory OT - If mandated to stay 4 hours, which would equal a 16 hour day, the employee has the option of taking 8 hours off the next day with or without use of benefit time.

- \* The employee who works 7A-7:30P will report at 3P and work until 7:30P.
- \* The employee who works 7P-7:30A and is mandated 4 hours, will have the option to report to work at 11P or 3A.
- \* The employee who chooses to take 8 hours off will not be mandated on his/her abbreviated shift.
- \* The employee who works 11A-11:30P and is mandated to 3:30A will report to work at 7P and work until 11:30P.

9. Call will remain the same.

10. OT: See ARTICLE 18, SECTION 18.1 OF THE CONTRACT. Employees scheduled for a shift other than an 8-hour shift shall receive OT pay for hours in excess of his/her shift (after 12 hours) or after 40 hours in a week.

11. Breaks: Two 15-minute breaks and One 30-minute meal period.

12. Floating during a 12-hour shift will be limited to the beginning of each eight (8) hour shift: 7A, 3P or 11P.

## **APPENDIX C**

### **LETTER OF UNDERSTANDING: LOCKERS**

The parties agree on the need for increased security. The hospital agrees to provide all employees with a locker, which is equipped with a lock.

## **SIDE LETTER #1**

### **Letter of Understanding: Staffing**

MHA, LLC supports the goal of optimizing nurse to patient staffing ratio levels. A number of factors must be considered when patient assignments are made, including but not limited to the complexity of the patient and their individual needs.

Other considerations include the competency and experience of the nursing staff.

The purpose and goal of this staffing proposal is a joint effort by the Hospital, Union and individual nurses to improve patient outcomes while reducing nursing vacancies and agency usage.

The Hospital shall abide by all applicable staffing guidelines promulgated by the New Jersey Department of Health and Senior Service (NJ DOHSS) and the Joint Commission for Accreditation for Hospital Organizations (JCAHO).

The Hospital and Union agree to form a committee to make staffing ratio recommendations. The committee will be comprised of: the Vice President of Patient Care Services and two (2) additional members of Nursing Administration. The Union shall select three registered professional nurses for the committee. Each party will designate one permanent alternate member.

The committee will meet monthly. All designated committee members will be released from work with pay to attend the meeting.

The staffing committee shall:

1. Jointly assess staffing levels, nurse to patient ratios and staffing mixes on all Units.
2. Review patient acuity.
3. Review patient outcomes.
4. Review concerns from bargaining unit members and nursing administration related to staffing.
5. Monitor and make recommendations to improve patient satisfaction.
6. Develop staffing ratios for all departments and units.

The Committee will develop staffing ratios with the understanding that such ratios are for the purpose of improving nursing staff satisfaction, increasing patient satisfaction and patient outcomes while reducing the number of nursing vacancies and the amount of agency used at the Hospital.

Both parties acknowledge the information reviewed in these committee meetings may be of a sensitive nature and will not be used for any purpose beyond submission of a report to hospital administration. In addition, all applicable standards related to patient confidentiality will apply. Minutes of each meeting will be maintained and the responsibility shared by both parties.

No later than six months following ratification of the agreement, the Committee shall issue a report to Hospital Administration with recommended staffing ratios for all appropriate departments and units. Hospital Administration will respond in writing in a reasonable amount of time, but in no event later than 45 days from the submission of the Report, unless otherwise agreed to by the Committee. The Hospital shall have six months to implement the Committee's recommendations. Staffing ratios will be tracked on a monthly basis.

The Committee can only make recommendations as to staffing ratios. After finalization of the ratios, the staffing Committee shall meet monthly to review whether the targets are being met. If units are not in compliance with target ratios, either party may submit the dispute to a mutually agreed upon facilitator, who must be an RN. The responsibilities of the facilitator will be to aid, promote and enhance the functioning of the staffing committee. The facilitator's role will be limited to assisting the parties to reach resolution of the issues. The cost of the facilitator will be borne equally by the parties.

The Hospital is not required to use agency nurses to meet staffing ratios proposed by the Committee. This



agreement to adopt staffing ratios shall not be the subject of the grievance and arbitration clause of the contract, nor shall it be used to enforce staffing ratios recommended by the Committee or the facilitator.



