

# **Agreement**

**Between**

**Health Professionals and Allied Employees**

*AFT/AFL-CIO*

**Local 5112**

**and**

**The County of Union**

*(Runnells Specialized Hospital)*

**January 1, 2012 - December 31, 2014**

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## PREAMBLE

This Agreement is effective January 1, 2012, and is made between the County of Union, New Jersey, (hereinafter called "Employer", "Hospital" or the "County") and the Health Professionals and Allied Employees, AFT, AFL/CIO, 110 Kinderkamack Road, Emerson, New Jersey, 07630 (hereinafter called the "Union").

### **ARTICLE 1. AGREEMENT SCOPE**

This Agreement covers all full, part-time and per diem employees (herein called "employee") who are employed as registered nurses or graduate nurses by Runnells Specialized Hospital, excluding all other employees including patient care coordinators, supervisors, managerial executives, confidential employees and employees represented by other collective bargaining units.

### **ARTICLE 2. UNION STATUS**

#### **2.1 Recognition**

The Hospital recognizes the Union as the exclusive collective bargaining representative of every employee covered by this Agreement. The Hospital shall provide the Union with a complete, alphabetized list of bargaining unit employees. Such list shall include the name, address, telephone number, unit, classification, status and social security number of each employee. Updated list shall be provided every six (6) months, on January 15<sup>th</sup> and July 15<sup>th</sup>.

Each month a list of new employees, which shall include each employee's name, address, telephone number, classification, status, Shift, unit assignment and social security number, will be forwarded to the Union. Any change in classification, status, paid or unpaid sick leaves of greater than 5 days, or unit assignment will be given to the Union within thirty days (30) days of the change or effective date of the leave.

Consistent with the Employer-Employee Relations Act, N.J.S.A. 34:13A-5.3, proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Union prior to their implementation.

#### **2.2 Union Dues**

The Hospital agrees to deduct from the regular paycheck of employees' dues, fees or assessments for the Union, provided that the employee authorizes such deduction in writing in proper form to the Hospital.

The Hospital shall commence deductions from an employee's check in the pay period next following the ninety (90) calendar days after the employee's date of hire.

The Hospital shall deduct dues, fees or assessments for the Union as soon as possible after the tenth day following reentry into the unit for employees who previously served in a position identified as excluded, for individuals recalled from layoff, for employees returning from leave without pay, and for previous employee members who become eligible for the representation fee because of non-member status.

The deductions of union dues, fees or assessments from any employee in the bargaining unit shall be limited to the Union, the duly certified majority representative.

For the purpose of calculating dues deductions, reimbursement for tuition shall not be included.

#### **2.3 Payroll Deduction of Dues**

The County agrees to deduct from the salaries of each employee who is a member of the Union, under the terms of this Agreement, dues for the Union, when same is authorized in writing by each Union member. Individual authorization forms shall be filed by the Union with the County's Department of Finance.

An authorization for deductions of Union membership dues shall be terminated automatically when an employee is removed from the payroll of the employer. Where an employee takes a leave of absence without pay for one (1) month or more during any payroll deduction period, there shall be no obligation on the part of the employer to have collected funds from his or her salary during such absence. Upon his or her return to employment at the termination of his or her leave, the employer shall continue to have deducted dues from his or her salary in accordance with the payroll deductions program agreed upon by the Parties.

The amount of monthly Union membership dues will be certified by the Secretary/Treasurer of HPAE in writing to the employer, and the amount so certified will be uniform for all members of the Union.

The Employer shall remit dues deductions to the Union with a listing of for whom dues were deducted, hourly rate, gross wages, social security number, amount deducted, and the year to date deduction, on a monthly basis. All such information shall be provided on a computer diskette.

#### **2.4 Agency Shop**

Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, or within thirty (30) days of initial employment within the unit, and any permanent employee previously employed within the unit who does not join within ten (10) days of reentry into employment with the unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five percent (85%) of the regular Union membership dues, fees, and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employee in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer.

The Union agrees that it will indemnify and save harmless the County against any and all actions, claims, demands, losses or expenses (including reasonable attorneys' fees) in any matter resulting from action taken by the County at the request of the Union under this Article.

#### **2.5 Union Representatives**

The Union will notify the Hospital of its local employee representatives who are authorized to deal with the Hospital as a collective bargaining representative. The total shall not exceed nine (9) representatives in addition to the President and Grievance Chair.

#### **2.6 Union Representation Rights**

An employee shall have a Union representative present, if requested, during any disciplinary conference. In addition, the employee shall have a Union representative present when the Employer questions the employee and the employee has a reasonable belief that a discipline may result. Disciplinary meetings shall be scheduled at a mutually convenient time.

Union representatives shall be permitted to perform the following activities on work time without loss of pay:

- A. Represent employees in the unit, such as, representing an employee when requested and acting as a resource for members of the union;
- B. Investigate a grievance;
- C. Post Union notices;
- D. Attend negotiating meetings if designated as a member of the negotiating team and scheduled to attend by the Union;
- E. Attend scheduled meetings with the Hospital.

## **2.7 Union Business**

The President of the local Union or his/her designee will be permitted to take a total, not to exceed in the aggregate, twenty-six (26) days of leave with pay per contract year to participate in Union conferences, conventions and to conduct other Union business.

Additionally, the President of the local Union or his/her designee will be permitted to take a total, not to exceed in the aggregate, twenty-six (26) days of unpaid leave per contract year to participate in Union conferences, conventions and to conduct other Union business.

## **2.8 Union Bulletin Board**

The Hospital shall provide a glass-enclosed bulletin board, which shall be designated for the exclusive use of the Union to be located at a mutually agreed upon location. Management will make sure that nothing is placed in front of the bulletin board that limits access to or visibility of the bulletin board.

## **2.9 Union Mailbox**

The Hospital shall provide a locked mailbox for the exclusive use of the Union to be located mutually agreed upon location. Management will make sure that nothing is placed in front of the mailbox that limits access to it.

# **ARTICLE 3. NURSE PRACTICE ISSUES**

## **3.1 Labor-Management Committee**

The Union and Hospital agree to the creation of a Labor-Management Committee for the purpose of discussing mutual problems and concerns to the Union and the Hospital. The Committee shall meet at least six (6) times per contract year, for a reasonable time at Runnells Specialized Hospital. Additional meetings will be scheduled if requested by either party. There shall be three (3) participants selected by the Union and three (3) from the Hospital. In addition the President of HPAE and the Hospital Administrator will serve as Co-Chairs of the committee.

Union members shall receive pay for time spent at such meetings.

This Committee shall function completely separate from and independent of all grievance procedures under this Agreement and these meetings shall not be considered negotiating sessions.

The Hospital agrees to release from work, if necessary, the members of the Labor-Management Committee, at no loss of their regular compensation rate of pay for the purpose of attending Labor-Management Committee Meetings. The Union shall inform the Hospital of the members of this Committee. Meetings will be held the first Wednesday of January, March, May, July, September, and November at a mutually convenient time.

## **3.2 Professional Practice**

The Hospital shall provide the following for all employees covered by this Agreement:

- A. Each new employee shall be provided with an orientation program of at least two (2) weeks under the direction and guidance of the Director of Nursing. A written outline of orientation information and a copy of the evaluation form will be given to each employee at the start of the orientation. During the orientation period of all new employees, a representative designated by the Union shall address the new employees about the Union.

In addition, effective June 1, 2013, there shall be a Nurse orientation program. When an RN or LPN is oriented to a new unit, an RN Orientor shall be designated when the orientee is on the unit. The orientor shall receive one dollar per (\$1.00) per hour in addition to their regular pay for all hours they are orienting a new nurse to the unit. Orientors shall only be assigned licensed registered nurses and LPNs.



Orientors shall not be assigned unlicensed staff or students. Whenever a nursing student is present so shall an instructor who is responsible for them.

An orientation of at least, two (2), seven and one-half (7 ½ ) hour shifts will be provided for employees who transfer to another unit or who have a change in shift hours.

Education staff, Patient Care Coordinators, or the assigned RN Orientor shall be responsible for completing the Orientation/Skills Checklist. The Education Staff or PCC shall be responsible for evaluating the competencies for all newly hired RN's, LPN's and CNA's.

- B. When possible, nursing programs shall be made available to all shifts during work time. An employee must request in writing authorization from his/her supervisor to attend programs that are not mandatory. (Programs that are mandatory will be clearly labeled as such and do not require authorization.) The supervisor will reply in writing and determine approval if the session applies directly to the employee, subject to staffing needs. Employees who attend these in-house programs on their own time will be paid at their regular compensation rate of pay. Time in attendance at non-mandatory programs shall not be counted toward overtime.
- C. The Hospital shall reimburse the cost for educational conferences, up to a maximum of four hundred fifty (\$450.00) dollars per year for a full-time employee and two hundred twenty-five (\$225.00) dollars per year for a part-time employee effective January 1, 2009. Time off without loss of pay will be granted to employees attending educational conferences reimbursed by the Hospital. Such times shall not be unreasonably denied. In addition, employees shall be eligible for up to two additional days off without loss of pay to attend HPAE Education Days for the purpose of obtaining Nursing Continuing Education credits. Requests for time off must be made at least two weeks in advance and must be approved by the Director of Nursing. Time off will be granted only if the employee's absence does not generate an overtime situation. In the event more than one employee requests time off for HPAE Education Days, approval will be determined based on rotating seniority order.

The American Heart Association CPR Course Level C as provided by the Hospital to all employees. Runnells hospital shall offer CPR training and refresher courses on-site at appropriate intervals in order for all staff to maintain their certification.

- D. Employees shall be paid for attendance at Union County programs. Such payment shall only be made for programs that apply directly to the employee. An employee must request in writing authorization from his/her supervisor to attend Union County programs or information sessions. The supervisor will reply in writing and authorize attendance if the session applies directly to the employee. If approved the employee will be paid if the meeting occurs on the employee's shift, off-shift, or on the employee's own time. Employees will be paid at their regular compensation rate of pay. Time in attendance at these programs shall not be counted towards overtime.

Union County programs and information sessions will be made available (either in person or via videotape) when such programs or information sessions occur at times convenient to all Runnells employees on paid time and be held in the Runnells facility.

### **3.3 Non-Nursing Duties**

The Hospital agrees that duties normally performed by departments including, but not limited to, clerical, housekeeping, transport, dietary or maintenance shall be performed by those departments and not registered nurses.

The Hospital will regularly meet with HPAAE representatives through Labor-Management meetings to attempt to establish practicable solutions which can be implemented to enable RNs to devote more time to patient care.

Registered Nurses will be required to perform on an emergency basis any duties that provide a safe environment for the residents and patients.

### **3.4 Staffing**

The issues of staffing and staffing patterns will be discussed during the regularly scheduled labor management meeting. The main objectives will be to review and evaluate staffing patterns and patient care delivery models and utilization of float RN's. Additional Labor/Management Committee meetings may be requested specifically for the purpose of discussing modifications to RN staffing.

Patient Care Coordinators ("PCCs") will not be counted in the staffing patterns.

3.5 The parties agree to work together to find a location for an off-unit Nursing Lounge that will be provided for the use of the Registered Nurses for their meal and break periods. It shall be for the exclusive use of the Nursing Staff and shall be accessible to them at all times.

## **ARTICLE 4. EMPLOYEE STATUS**

### **4.1 Change in Status, Classification or Shifts**

Transfer in status from full-time or part-time to per diem will not be unreasonably denied. Transfer in status or classification shall not delay the use of entitled benefits. If such transfer results in the entitlement of health insurance coverage, enrollment for such coverage shall begin in accordance with the terms of such coverage.

### **4.2 Probationary Period**

All employees shall be on probation for a period of ninety (90) calendar days following the date of hire.

### **4.3 Personnel File**

Employees shall be given the opportunity to review their personnel files upon request to the Administrator or his/her designee at a time reasonably convenient to the parties. Anything to be placed in the employee's file shall first be shown to the employee and initialed by the employee as proof of notification. No document of anonymous origin shall be maintained in an employee's personnel file. The employee shall have the right to respond to any document in his/her personnel file and to be provided a copy of any document in such file. The cost of such copies shall be as stated in Freeholders Resolution No. 2006-584.

1st through 10th page:	\$0.75 per page
11th through 20th page:	\$0.50 per page
All pages over 20:	\$0.25 per page

Records of minor or major discipline shall not be considered after three (3) years of a clean record on the same or similar issue. Instances of patient abuse or workplace violence shall be exempt from this provision.

## **ARTICLE 5. SENIORITY**

### **5.1 Definition**

For the purpose of this agreement only, and consistent with, Article 1, Agreement Scope, bargaining unit seniority is defined as the length of time an employee has been continuously employed at Runnells Specialized Hospital as a graduate nurse, and shall be computed retroactive to his/her last hire at Runnells Specialized Hospital. All time spent in the status of per diem shall be considered as bargaining unit work for the purpose of determining an employee's seniority.

## **5.2 Accrual**

Seniority shall continue to accrue for up to twelve (12) months of a continuous leave of absence and shall accrue for up to 24 consecutive months of a layoff.

## **5.3 Maintenance**

All accrued seniority shall be maintained for the entire length of a leave of absence and layoff.

## **5.4 Loss**

Employees shall lose seniority if the employee:

- A. Resigns;
- B. Leaves the bargaining unit within the meaning of Article 1, Agreement Scope; or
- C. is terminated for just cause.

## **5.5 Application**

Seniority, as defined in Section 1, shall apply only in cases of, scheduling, vacation scheduling, holiday scheduling and as otherwise described within this agreement.

## **5.6 Seniority List**

The employer shall compute seniority lists every January 1 and July 1. A master seniority list, containing all bargaining unit employees, shall be given to the Union for posting on the Union bulletin board.

## **5.7 Layoff, Reduction of Hours**

The parties agree that layoff and reduction of hours shall be in accordance with the Department of Personnel's rules for the State of New Jersey.

## **5.8 Posting of Positions, Promotions**

The parties agree that promotions, demotions and hiring shall be in accordance with the Department of Personnel's rules for the State of New Jersey. In addition the Hospital shall post the open positions including the anticipated unit, shift and status as soon as it becomes available. The position will be posted at a mutually agreeable location. Positions covered by HPAAE will continue to be posted until they are filled.

The hospital agrees that the applicable policies and procedures pertaining to changes in positions and assignment shall be fairly and equitably applied to all candidates.

### **a) Request for Change in Status, Shift, or Unit**

Employees seeking to move to another unit or shift will make their wishes known on the request list as per past practice.

i. Requests for changes in status (FT or PT), shift or unit within a service (LTC, Sub-Acute, or Psychiatry) shall be offered in order of request for each appropriate opportunity.

ii. If an employee requests a change in service and management doubts the appropriateness of the request, within 2 weeks of the employee entering their request on the list, management will have a consultative discussion with the employee.

### **b) Request for Vacant Position**

RN's who are not in their working test period and who wish to make application to any vacancy shall submit their application to the Nursing Office.

The hospital retains the right to select the applicant, whether internal or external to the Hospital, that the Hospital determines is best qualified to fill the vacancy subject to the following procedure. Qualifications that will be considered include, but are not limited to seniority, academic credentials, past performance, time and attendance, interpersonal skills, and experience.

In the event that new positions or assignments are created, the Hospital will post notice of vacancy for fourteen (14) calendar days, unless circumstances make this impossible. The Union will be made aware of any such circumstances in writing in advance of the reduced posting period.

In filling these vacancies, employees having notified management of their interest in such position or assignment will be given the opportunity of an interview before the position is filled.

All employee applicants will be considered for the vacancy and will be notified of the Hospital's decision within three (3) weeks. If the internal applicant is not selected, the hospital will provide the applicant appropriate notice and rationale in writing.

Long term transfers (not at the employee's request) between units will not occur with less than four (4) weeks advance notice to the effected employee when circumstances permit.

### **5.9 Closure of Units/Elimination of Positions**

When the management of Runnells Specialized Hospital determines a need to eliminate positions due to the permanent closure of a unit or other reason, the following process may be considered as an alternative to layoff. It has been designed to protect the bargaining unit seniority contained in section 5.5 of the CBA.

For the purposes of this article, the term position will mean shift and regularly scheduled hours (FTE).

1. Management will develop a list of all displaced employees in order of bargaining unit seniority as defined by section 5.1.
2. Management will develop a list of all available, vacant positions, identifying shift, unit/location and FTE equivalent.
3. Management will develop a list of all currently filled positions, identifying the shift and unit/location, FTE equivalent as well as the bargaining unit seniority of the individual currently holding that position.
4. All displaced individuals will meet with management, with an HPAE representative present, in bargaining unit seniority order based on the list from #1 above (regardless of FTE of the individual or position). The most senior employee may request their choice of all vacant positions, including unit, with the same FTE value on his/her current shift whenever possible. Requests will not be denied for disciplinary reasons or on an arbitrary/capricious basis. If only one vacancy exists on the affected employees' shift, the employee will be placed in that vacancy.

The FTE equivalent of each vacancy will represent the total available hours of employment. If there are no vacant positions on the same shift with the same FTE value, the employee may bump the least senior employee (including the displaced employee) on the same shift with the same FTE value. If there are no less senior employees on the same shift with the same FTE value, the employee may take any vacant position, including unit, still available. If there are no vacant positions, or if the FTE equivalency is not equal, the employee may bump the least senior employee (including the displaced

employee) regardless of shift.

If through this process an employee is bumped by another employee, they will be inserted in the list as per #1 and (called in that order) will have job preference in order of bargaining unit seniority.

Note: any forced reduction in hours requires a Department of Personnel sanctioned layoff action.

5. All other employees will be called in order determined in #1 (as amended by the addition of bumped employees) and given the options available as outlined in #4.
6. Employees who refuse vacant positions and refuse to exercise bumping rights, shall be considered to have voluntarily resigned.
7. Employees who are bumped have the right of first refusal into their former position if vacated within an 18 month period.

## **ARTICLE 6. SUBCONTRACTING**

### **6.1 Subcontracting**

The County shall notify the Union at its local office at the time it submits a request for proposal (“RFP”) to subcontract work performed by employees represented by the Union unless emergency circumstances make such notification impossible. Upon request, the County agrees to meet with the Union to discuss the effects of the County’s decision to submit an RFP to subcontract work performed by unit employees.

## **ARTICLE 7. WORK TIME**

### **7.1 Normal Workday**

For the purposes of determining the application of any employee's regular compensation rate, the employee's normal workday will be seven and a one-half (7 ½) hours with a forty-five (45) minute unpaid duty free meal period.

Work shifts shall be defined as follows: Day shift 7 a.m.-3:15 p.m., evening shift 3 p.m.-11:15 p.m., night shift 11 p.m.- 7:15 a.m.

In addition any existing alternative workday and workweek arrangements shall continue in their present form. Other creative scheduling options shall be discussed during the labor/ management meetings.

The Labor/Management Committee shall meet to discuss shift formats, if on a particular unit a significant number of employees express interest in working the same shift. The parties shall consider such factors as patient care needs, staff turnover, budgetary implications, employee satisfaction, overtime usage, per diem usage, vacancy rates and length of time positions remain open, unit specific certification requirements, staffing patterns, benefit time, benefit replacement time and schedules, as well as any other relevant issues that may arise during the course of discussion. Changes in shift format shall not be unreasonably denied.

### **7.2 Normal Workweek**

For full-time employees who are regularly scheduled to work on a seven and one-half (7 ½) hour per shift basis, the normal workweek will be 37.5 hours. The employee will have two (2) days off in each week. The workweek begins at 12:01 am. Sunday and ends midnight Saturday.

### 7.3 Work Schedules

The Hospital shall post a four (4) week schedule of each employee's assignment not less than two (2) weeks in advance of the start of the schedule. Once posted, the schedule can not be changed except by mutual agreement between the hospital and the employee involved. In addition, scheduling guidelines for Per Diems shall be as follows:

- A. Per Diems may be required to work 2 weekend shifts per month
- B. Per Diems shall be required to work one winter holiday, either Thanksgiving, Christmas or New Years.
- C. Per Diems shall be required to work one summer holiday, either, Memorial Day, July 4th or Labor Day.

**Procedure:** Employees will indicate their availability for overtime or additional shifts by contacting the nursing office not more than seven (7) calendar days before the start of said shift. Available times shall be offered to employees as follows<sup>1</sup>:

- A. Per diem employees shall be offered on a rotating basis up to three (3) shifts per week, then
- B. Part-time employees shall be offered on a rotating basis up to five (5) shifts per week, then
- C. Full-time employees shall be offered on a rotating basis available shifts until all available time is exhausted.
- D. Once each full-time employee has been offered a single shift, the cycle will restart with section A with each employee being offered a single shift.

Employees will be approved and confirmed for available shifts by the nursing office twenty-four (24) hours in advance of available shifts.

Nursing Administration may request staff to work additional shifts in emergencies to provide safe care to patients and residents.

#### Overtime Process for Cornerstone

Available shifts<sup>1</sup> for Cornerstone E and Cornerstone W will be posted on the bulletin board of Cornerstone E and Cornerstone W as soon as they are known to be available. The list shall include date, shift available, date of posting, and date of removal. The list will be posted for at least 14 calendar days. Employees will submit a request in writing to the PCC, or designee, indicating the shifts for which they are available. Available shifts shall be offered to employees as follows:

- A) Per Diem employees shall be offered on a rotating basis up to three (3) shifts per week, then
- B) Part time employees shall be offered on a rotating basis up to five (5) shifts per week, then
- C) Full time employees shall be offered on a rotating basis one (1) available shift, then
- D) Remaining available shifts shall be offered to interested employees on an equal and rotating basis until available work time is exhausted.

Employees will be approved and confirmed<sup>2</sup> for available shifts no later than twenty-four (24) hours in advance of the available shifts.

Upon request, copies of the posted lists of available shifts shall be forwarded to the Union at the end of the posted

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<sup>1</sup> Available times shall be defined as shifts not filled by regularly scheduled staff.

<sup>1</sup> No employee shall be disciplined for no-call/no-show nor shall an employee be sent home due to confusion over confirmations of additional time.

schedule.

Nursing Administration may request staff to work additional shifts in emergencies to provide safe care to patients.

#### **7.4 Cancellations of Extra Shift**

The Hospital shall provide to all bargaining unit employees (including all shifts for per diems) at least one (1) hour's notice before canceling any scheduled extra shifts. An employee whose shift is canceled will receive payment for the full shift in the event that notice has not been received. Shift cancellations will be in reverse seniority on the affected unit and shift.

#### **7.5 Weekend Work**

A weekend is defined as Saturday and Sunday. Employees who work in a department or unit that is closed on a weekend shall be off every weekend. Employees who work in a department or unit that is open on a weekend shall be off every other weekend.

Employees shall be granted the weekend shift off either preceding or following a scheduled week of vacation, from Sunday to Saturday. Employees will be granted an additional four (4) weekend shifts off during each calendar year. Employees will request the additional weekend shifts off two (2) weeks prior to posting the schedule. Additional weekend shifts off will be granted based on staffing coverage. Employees will work no less than forty-four (44) weekend shifts in each calendar year.

#### **7.6 Shift Rotation**

In the event shortages on a particular Unit and shift necessitates shift rotation, the Hospital shall first discuss alternatives to rotation. In the event that there are no alternatives to shift rotation, the Hospital shall seek volunteers. As a last resort, on a rotating basis, the least senior employee in that unit will be required to rotate to another shift.

The Hospital shall provide fourteen (14) days notice prior to the posting of a four (4) week schedule to employees who may be required to rotate. An employee who is rotated shall maintain their present shift differential or receive the differential for shift to which he/she is rotated whichever is greater.

#### **7.7 Floating/Pulling**

The Hospital will float (pull) nurses in the following order:

- A. Float nurses;
- B. Per diem nurses;
- C. Overtime employees who will be required to float before permanently scheduled employees;
- D. Part-time employees who are permanently scheduled;
- E. Full-time employees who are permanently scheduled.

Available employees shall be utilized in order of reverse seniority on a rotating basis.

All employees who are floated between services (Cornerstone, LTC, PM&R and Sub-Acute) shall receive a differential of one dollar (\$1.00) per hour for all hours worked off their regular unit.

## **ARTICLE 8. MONETARY BENEFITS**

### **8.1 Regular Compensation Rate**

An employee's regular compensation rate of pay is defined as base hourly rate, differential for national certification and educational differential to which the employee is entitled in this Agreement. This rate applies up to 37.5 hours in a workweek.

**8.2 Premium Compensation Rate - Overtime Work**

All employees shall be compensated at time and one-half for all hours worked in excess of 37.5 hours in a workweek effective April 28, 2002. For the purposes of computing overtime, all sick days, bereavement days, and personal business days shall be excluded as hours worked, effective April 28, 2002.

**8.3 Pay Period**

Frequency of payment will continue as heretofore. All paychecks shall be delivered and available bi-weekly. In the event that the County determines a need to change to a semi-monthly payroll and/or mandatory direct deposit, the County will notify the Union at least six weeks prior to the date of the potential change and the parties will meet to resolve any potential issues that are identified prior to the implementation. Employees shall receive with each paycheck a statement that clearly identifies specific hours worked and compensation, base rate of pay, overtime amount, and any differentials and/or monetary benefits paid to the employee which was used to calculate the employee’s wage. The statement shall also include the status of accrued and unused benefit time.

Employees may opt for direct deposit of their paycheck into their personal bank account. Employees may pick up their pay stubs on payday, or for one (1) week thereafter at a designated site at the Hospital. Employees may choose to have their paychecks mailed to an address provided by the employee.

When an error in pay that amounts to less than one week’s pay has been made, the Hospital will issue a check with the correction in the next pay period. When an error in pay that amounts to more than one week’s pay has been made, the Hospital will issue a check with the correction the same day.

**8.4 Daylight Saving Time**

If an employee actually works one (1) hour greater than his/her scheduled hours of work as a result of an adjustment in daylight savings time, s/he shall receive one (1) additional hour's pay. If an employee works one (1) hour less than his/her scheduled hours of work as a result of an adjustment in daylight savings time, he or she will be compensated for that time.

**8.5 Compensation for Committee Attendance**

Employees who serve on Hospital committees, and are required to attend by the Hospital, shall be paid at their regular compensation rate of pay for all time spent at said meetings when attended on the employee’s off-duty time. Employees who are on-duty during attendance at said meetings shall be permitted to attend without loss of pay.

**8.6 Retention Bonus**

All RNs, except per diems, shall receive a retention bonus for all hours worked, but not to exceed 1950 hours in any one year period, from January 1, 2002 through December 31, 2002, and subsequent years of the contract. Effective for bonus to be received after ratification, to be eligible for bonus, employees must be employed through December 31 of the year and have completed 12 months of service. Employees who retire mid-year, will be eligible through their effective date of retirement. The retention bonus shall be paid in a separate check no later than the second pay period of January in the succeeding year in accordance with the following schedule, which shall remain at the specified rates for the duration of the agreement:

Effective January 1, 2009, increase retention bonus at \$0.10 per hour as follows:

5+ to 9 years experience	\$0.25 per hour
9+ to 12 years experience	\$0.45 per hour
12+ to 20 years experience	\$0.70 per hour
20+ to 30 years experience	\$1.10 per hour
30+ years experience	\$1.25 per hour



### **8.7 Recruitment Bonus**

Any Bargaining Unit Employee who refers an RN or LPN to RSH for employment shall be entitled to receive upon the hiring and continued employment of such referred RN or LPN for a period of at least 12 consecutive months the following recruitment bonus:

\$1000 for an RN

\$750 for an LPN

Bonuses for referral of Part time and Per Diem employees will be prorated based upon the number of hours the referred employee worked during the same 12 consecutive month period.

### **8.8 Licensure Reimbursement**

The County shall provide full reimbursement for biannual licensure renewal fee inclusive of initial fingerprinting.

## **ARTICLE 9. HOLIDAYS**

### **9.1 Holiday Designation**

Full time employees shall be entitled to the following paid holidays within each calendar year: Holidays for part-time employees, excluding per diem employees, will be prorated based on the number of hours worked.

New Year's Day

Lincoln's Birthday

Good Friday

Independence Day

Columbus Day

Veteran's Day

Day after Thanksgiving Day

Martin Luther King's Birthday

Washington's Birthday

Memorial Day

Labor Day

Election Day

Thanksgiving Day

Christmas Day

### **9.2 Holiday Entitlement, Scheduling**

Recognizing that the Hospital operates every day of the year, and that it is not possible for all employees to be off on the same day, the Hospital shall have the right to schedule employees to work on holidays, but will do so on an equitable basis and will take into account employees preference.

- A. If more than one (1) employee requests the same day to be scheduled as holiday time and staffing permits scheduling additional employees on a holiday, it shall be granted based on seniority as long as staffing levels are maintained.
- B. If two (2) or more employees from the same unit request the same day to be scheduled as holiday time, the employee having worked that holiday the previous year shall be granted the holiday.
- C. Bargaining unit seniority shall prevail when employees received the same holiday off the previous year. An employee may waive such rights.

### **9.3 Holiday Payment**

Full-time employees who work on any of the holidays listed in this Agreement shall be paid for all hours actually worked at the employee's regular compensation rate of pay. Part-time employees who work on any of the holidays listed in this Agreement shall be paid for all hours worked at the employee's regular compensation rate of pay. In addition to the above, employees may choose to be paid 7 ½ hours of pay at their regular compensation rate or receive another requested day off at the employee's option with pay. If a holiday falls on an employee's scheduled day off, the employee may choose either to receive another day off at the employee's option with pay or to be paid for the day. For

part-time employees, holidays not worked may either be paid at straight time on a pro-rated basis, or they may receive additional time off on a pro-rated basis based upon hours worked. Thanksgiving, Day after Thanksgiving and Christmas may be carried over to the first quarter of the next calendar year. In addition, employees may utilize designated holidays, enumerated in Section 1, thirty (30) days before the date of the holiday. Per Diem employees are excluded from this benefit.

Requests for payment of accrued but not used holidays prior to January 1, 2009 shall be paid as per past practice. All Full-Time and Part-Time employees who were not paid in 2008 as per the practice will be paid the difference between what they received and what they should have received. Effective January 1, 2009, Full time employees who opt to "bank" a holiday and later request that it be paid out, will continue to have such hours counted in the computation of overtime. Part-Time employees who opt to "bank" a holiday and later request that it be paid out, will not have such hours counted in the computation of overtime.

All employees who opt to be paid for the holiday in the week in which it falls shall have such hours counted in the computation of overtime.

All employees will have either Christmas or New Year's off. An employee may waive such rights.

For the purpose of scheduling only, employees who are subject to a seven (7) day a week schedule shall observe holidays on the actual day they occur *e.g.*, if Christmas falls on Saturday it will be observed on Saturday. Employees who are subject to a Monday - Friday schedule will observe holidays as follows: If the holiday falls on a Saturday, it will be observed the preceding Friday, if the holiday falls on a Sunday, it will be observed on Monday or according to the County's holiday calendar.

For the 11-7 shift, holidays shall be celebrated commencing at 11 p.m. on the day before the holiday.

An employee who has resigned or who has otherwise separated from employment shall be entitled to holiday time pay for the current year pro-rated upon the number of holidays earned in the number of months the employee received pay in a calendar year in which the separation becomes effective, in addition to any unused holiday time due for the previous year.

#### **9.4 Longevity Recognition**

An employee who has worked at RSH as a registered nurse for 25 years or more shall not be required to work Christmas Day or New Year's Day.

### **ARTICLE 10. VACATION**

#### **10.1 Vacation Amount**

Vacation accrual will commence upon the successful completion of the employee's probationary period and will be credited retroactively to the employee's date of hire.

Vacation entitlement for full-time employees will be determined in accordance with the following schedule:

- A. During the first calendar year of employment, employees shall earn one (1) vacation day for each month of service.
- B. Employees with one (1) to eight (8) years of service shall be entitled to thirteen (13) working days vacation each year.
- C. Employees with (8) years completed service to ten (10) years shall be entitled to fourteen (14) working days vacation each year.
- D. Employees with ten (10) years completed service to fifteen (15) years shall be entitled to seventeen (17) working days vacation each year.
- E. Employees with fifteen (15) years completed service to twenty (20) years shall be entitled to nineteen

- (19) working days vacation each year.
- F. Employees with twenty (20) years completed service to twenty-five (25) years shall be entitled to twenty-two (22) working days vacation each year.

Employees with twenty-five (25) years or more of service shall be entitled to the following schedule:

- A. Twenty-Five (25) years = Twenty-seven (27) vacation days each year
- B. Twenty-six years (26) = Twenty-eight (28) vacation days each year
- C. Twenty-seven years (27) = Twenty-nine (29) vacation days each year
- D. Twenty-eight years (28) = Thirty (30) vacation days each year
- E. Twenty-nine years (29) = Thirty-one (31) vacation days each year
- F. Thirty years (30) = Thirty-two (32) vacation days each year

## **10.2 Vacation Pay**

An employee will be paid for vacation at the employee's regular compensation rate of pay.

## **10.3 Vacation Entitlement**

All regular part-time employees shall be entitled to vacation on a proportionate basis based on the number of hours he or she actually worked. Per Diem employees are not entitled to vacation benefits.

An employee who has resigned or who has otherwise separated from employment shall be entitled to vacation allowance for the current year pro-rated upon the number of months the employee received pay in a calendar year in which the separation becomes effective, in addition to any unused and approved vacation time carried over from the previous year.

If an employee dies having vacation credits accrued within the limits described previously, a sum of money equal to the compensation computed on said employee's regularly compensation rate of pay at the time of death shall be calculated and paid to the employee's estate.

An employee who is retiring on a pension based on length of service shall be entitled to the full vacation for the calendar year.

## **10.4 Vacation Scheduling**

The vacation period will be the entire year. Vacations will be scheduled by the Hospital in a manner designed to insure that appropriate staffing needs are met on the unit. Requests for vacation time will be submitted before the posting of the affected schedule. Vacation requests made after the posting of the affected schedule shall not be unreasonably denied.

Vacation allowance must be taken by the end of the calendar year following the calendar year in which it was accrued. An employee may carry a maximum of one (1) year of earned vacation allowance forward into the next succeeding year. When unusual circumstances warrant an exception, amounts greater than one (1) year can be carried over with approval of the Administrator or his/her designee, not to exceed 50% of the vacation allowance for that year that have been requested and denied.

By September 1st of each year, a staff member's department head/designee will advise the staff member of the number of vacation days remaining which must be used by the end of the calendar year or forfeited.

The choice of vacation time for bargaining unit members will be determined within the work unit on the basis of bargaining unit seniority. Vacation time may be taken as one (1) or more single days, or one (1) or more single weeks.

More than one (1) employee per work unit and shift may be scheduled for vacation at one time. Employees are not responsible for providing coverage as a basis for the approval. Employees who do secure coverage will not be

unreasonably denied the time. Where conflicts in choice of dates occur, preference will be governed by bargaining unit seniority on a unit basis.

Employees may submit written requests by March 31<sup>st</sup> for vacation time between June 15<sup>th</sup> – August 31<sup>st</sup>, and September 30<sup>th</sup> for vacation requests the Sunday before Thanksgiving through the Saturday after New Year's Day. Vacation requests shall not be unreasonably denied. Employees will be notified by April 15<sup>th</sup> and October 15<sup>th</sup>, respectively, about vacation requests. For other vacation requests, the Hospital will notify the employee in writing within ten (10) working days from the employee's request.

## **ARTICLE 11 - SICK LEAVE**

Sick Leave may be used by employees who are unable to work because of personal illness or injury or for the care of a family member or for a person with whom they have an in lieu of spousal relationship. Employees on a leave of absence under circumstances that qualify under The Family and Medical Leave Act of 1993 ("FMLA") and the New Jersey Family Leave Act ("NJFLA") will have such leave considered to be taken under and in accordance with the applicable provisions of the FMLA or the NJFLA and the County of Union's Family Leave and Medical Leave Act Policy ("Policy"). A copy of the Policy may be obtained from the Director of the Division of Personnel Management and Labor Relations.

### **11.1 Sick Leave Entitlement and Amount**

Sick leave is earned in the following manner:

- A. New employees shall receive one (1) working day for the initial month of employment, if they begin employment on the first through eighth day of the calendar month, and one-half (1/2) working day if they begin employment on the ninth through the twenty-third day of the month.
- B. After the initial month of employment and up to the end of the first calendar year, employees shall be credited with one (1) working day for each month of service. Thereafter, at the beginning of each calendar year, in anticipation of continued employment, employees shall be credited with fifteen (15) working days.
- C. Part-time employees shall be entitled to a proportionate amount of paid sick leave based upon the actual hours worked.
- D. Paid sick days shall not accrue during a leave of absence without pay.
- E. Unused sick leave shall accumulate from year to year without limit.
- F. During the term of this agreement, employees shall receive one (1) day off with pay for each 90 day period for perfect attendance such 90 days shall commence after each unscheduled absence or the completion of a qualifying 90 day period with an additional day off if there is perfect attendance in four consecutive 90 day periods. Part-time employees shall receive a prorated attendance bonus based upon the actual hours worked. In the event of lateness due to inclement weather or other circumstances beyond the employee's control the employee may ask the manager that such lateness not be counted against the employee for the purposes of this provision. Such determination shall not be unreasonably denied.

If the employee is fifteen (15) minutes late cumulatively per quarter or neglects to swipe their time card in and/or out four (4) times per quarter they shall not be eligible for the bonus day.

### **11.2 Sick Leave Notice**

If an employee is absent due to a personal illness or injury, his or her supervisors shall be notified as soon as practicable. Except for an unforeseen circumstance, employees will be required to give at least one (1) hour's notice.

### **11.3 Unused Sick Leave Payment**

Effective April 28, 2002, the County agrees to introduce a modified program of payment for unused sick leave upon retirement in accordance with the following requirements:

- (a) Eligibility for payment under this program requires that an employee must retire with at least twenty-five (25) years of service solely with the County of Union, and must be at least age 55, and must have at least one hundred (100) accumulated sick days to his or her credit upon effective date of retirement.
- (b) Additional rules and regulations applicable to eligibility for this benefit are attached hereto as Exhibit A and made a part thereof.

## **ARTICLE 12 – LEAVES**

### **12.1 Personal Business**

Full-time employees who are employed less than one (1) year are entitled to be granted up to three (3) paid days off for personal business in accordance with the following schedule:

- A. One (1) day after four months of employment.
- B. One (1) additional day after eight (8) months of employment.
- C. The third (3rd) day may be granted between the tenth (10th) and twelfth (12th) month of employment.

Full-time employees who have been employed for more than one (1) year are entitled to be granted up to three (3) paid days per year.

Personal business days will be pro-rated for employees who are less than full-time. Employees who work 1-2 days per week shall receive one (1) personal day per year. Employees who work 3-4 days per week shall receive two (2) personal days per year. Per diem employees are not entitled to personal business days.

### **12.2 Death in Family**

Up to five (5) days will be paid during the absence from duty of an employee when such absence is caused by the death of a spouse,\* child or child of spouse\*.

Up to three (3) days will be paid during the absence from duty of an employee when such absence is caused by the death of a parent, sibling, grandparent or such relatives of the employee's spouse\*.

Up to three (3) days will be paid during the absence from duty of an employee when such absence is caused by the death of any other relative who has legal residence with the employee.

\*For purposes of this article, spouse shall be defined as anyone who is living in an in lieu of spousal relationship with the employee and who has legal residence with the employee.

### **12.3 Jury Duty Leave Amount and Procedure**

Employees shall be granted necessary time off, at the employee's regular compensation rate of pay, when he/she is summoned and performs jury duty as prescribed by applicable law. In no case will jury duty be granted or credited for more than the standard workday or workweek for the employee. Employees who work the day and evening shift shall be granted the same day off. Employees who work the night shift will be granted off the preceding night.

The receipt of a notice to report for jury duty must be reported to the appropriate supervisor.

No employee shall be required to serve more than five (5) days per week in any combination of jury duty and regular work time.

### **12.4 Court Appearance**

Employees shall be granted necessary time off, at the employee's regular compensation rate of pay, when he or she is summoned to testify at depositions or in court, or other investigatory interviews, on behalf of Union

County. Employees who work the day and evening shift shall be granted the same day off. Employees who work the night shift will be granted off the preceding night.

The employee shall report receipt of any subpoena or court order related to the Hospital to the designated department.

### **12.5 Meal Period**

Employees who are requested to work through all or part of their regularly scheduled meal period will be paid for such time worked.

### **12.6 Cancer Screening**

The Hospital shall provide each employee with four (4) hours of paid leave for cancer screening on an annual basis. The four hours can be used for both appointments and preparation time scheduled during the employee's work time. The employee will provide his/her supervisor with documentation of the screening appointment, and provide a minimum of five (5) days notice to the Hospital of the appointment unless the screening is of an emergent nature.

## **ARTICLE 13. LEAVES OF ABSENCE**

Leave of absence without pay may be granted to permanent employees for good and substantial reasons such as education or maternity in accordance with the personnel policies of Union County. Request for leave without pay must be submitted in writing by the employee to his or her Department Head.

Employees on a leave of absence under circumstances that qualify under the Family Medical Leave Act 1993 (FMLA) and the New Jersey Family Leave Act (NJFLA) will have such leave considered to be taken under and in accordance with the applicable provisions of the FMLA or the NJFLA and the County of Union's Family Leave and Medical Leave Act Policy ("Policy") A copy of the policy may be obtained from the Director of the Division of Personnel Management and Labor Relations.

While temporary employees may be granted a leave of absence without pay as herein provided in accordance with the Department of Personnel Rules and Regulations, the Employer shall not be responsible to hold a job for the said employee.

Leave of absence without pay for up to twelve (12) months shall be granted to Union officers who gain employment with the Union with rights to renew for up to an additional twelve (12) months. Upon expiration of such leave, the employee shall be entitled to return to his or her former position.

## **ARTICLE 14. WORK RELATED SICKNESS OR INJURY**

If an employee is injured or becomes ill, arising out of and during the course of his or her employment, the following procedures shall be applicable:

- A. The employee shall notify his or her Supervisor of the work-related injury or illness.
- B. If the County's workers compensation insurance carrier does not dispute the causal relationship between the employment and the injuries or illness then the employee shall be paid his or her full pay up to the first ninety (90) calendar days following the date of the injury or illness and no charge shall be made to the employee's sick leave accumulation, provided, the employee turns over to the County any checks received from Worker's Compensation. If the employee receives an injury which has been inflicted on the employee by any person or persons arising out of the employee's employment, the

- ninety (90) day calendar period shall be extended up to one hundred eighty (180) days.
- C. After the applicable ninety (90) or one hundred eighty (180) calendar day period has expired, the employee shall have the option to utilize that portion of sick leave to subsidize the difference between workers' compensation benefits and their full salary. Only that portion of the sick benefit utilized will be charged from the employee's sick bank accrual.
  - D. If any employee is absent from work for seven (7) days or less, due to a work related injury or illness, the employee shall be paid his or her full pay and will not have any charge made against sick leave accumulation. In addition, the employee shall be reimbursed for medication prescribed for themselves or their family members, if deemed compensable by the County's insurance carrier.
  - E. The County shall provide transportation for the initial visit to a doctor's office or to a hospital for an employee who becomes sick or is injured, where such doctor or hospital visit is necessary and no other means of transportation is immediately available.
  - F. In the event of all Workers Compensation claims, the Union will as soon as practicable (no later than the next business day) be notified that a work related event has occurred. Such notification shall include a copy of the first injury report.

**ARTICLE 15. HEALTH AND SAFETY**

**15.1 Employer Obligation**

The Hospital agrees to provide adequate and regularly maintained sanitary facilities for employees' use. Each employee will maintain acceptable standards of personal hygiene and cleanliness in accordance with the requirements of the job.

The Hospital shall make reasonable provisions for the safety and health of its employees and will observe all applicable health and safety laws and regulations. The Hospital will provide appropriate safety devices for employees.

The Hospital and the Union agree to discuss problems concerning health and safety in the Labor/Management meetings.

- 15.2** The Hospital agrees to establish standards of care and administrative procedures to ensure the safe usage of latex.
- 15.3** Management of assaultive behavior ("code grey") response training and medical emergency ("code blue") response training with instructors shall be scheduled annually for all employees. It is the responsibility of the individual employee to attend the session for which they are scheduled. The hospital will not schedule the employee for this training on their regular day off or vacation.
- 15.4** The Hospital will continue the use of a needleless IV system.
- 15.5** The County Manager or his designee is authorized to determine (or announce) that there exists a state of emergency due to inclement weather conditions. The following policy shall commence at the announcement of the state of emergency and shall remain in effect for 24 hours. The policy can be extended if it is determined and announced by the County Manager or his designee that the state of emergency still exists. Extensions will be granted in 24-hour intervals. If no state of emergency announcement is declared, normal working schedules shall prevail and remain in force.
  - A. Employees who report to work during the declared state of emergency shall receive additional hours of pay at straight time on an hour for hour basis only for hours worked during the emergency.
  - B. Employees who call in but cannot report for work due to an inability to obtain transportation, shall receive

compensation for their scheduled shift and have no charge to their accrued time. If the employee is offered transportation to RSH and declines, or is a no-call, no show, the employee will not receive any compensation for the day. If transportation to work is provided by RSH, RSH will make reasonable effort to provide transportation home.

C. Employees who are on an approved leave of absence prior to the declared emergency shall not receive any credit for additional time off. This is inclusive of sick time, vacation time, and any other pre-authorized time off. If an employee calls in sick during the declared emergency, they will have a sick day charged and not receive any additional compensation or receive credit for additional time off.

D. RSH will make every effort to provide food and beverages to employees working during any declared weather emergency.

- 15.6** The County strives to maintain an atmosphere which to the greatest degree possible will discourage workplace violence. Violence, threats, or verbal abuse toward county employees by any person will be dealt with in a reasonable fashion to include applicable regulations and/or statutes. The Hospital will act with due diligence to pursue these cases. Upon the union's request, all information relating to the status of the County's investigation to an alleged incident will be provided to the union. The parties shall work together to assure that all aspects of the New Jersey Workplace Violence Prevention Act are fully implemented. A minimum of one Union designee shall serve on all committees established in compliance with the Act.

## **ARTICLE 16. FACILITY PARKING**

As per past practice, (where practicable) the Hospital will provide parking spaces for all employees and reserve adequate parking close to the Hospital for employees on the 3-11 and 11-7 shifts. Upon request, a security escort shall be provided.

## **ARTICLE 17. BENEFITS**

The County shall continue to provide the current prescription, dental, and health benefits to employees under the current terms and conditions.

### **17.1 Health Insurance Coverage**

The following provisions applicable to health insurance coverage will be maintained during the term of this Agreement:

- A. Deductible for any one benefit period shall be Two Hundred (\$200.00) Dollars for each employee and a total amount of an additional Two Hundred (\$200.00) Dollars for eligible dependents.
- B. Co-payment by Employees for Major Medical coverage shall be (70/30) percent of the first Five Thousand (\$5,000.00) Dollars of eligible expenses.
- C. Pre-admission review (PAR) with fifty (50%) percent cutback.
- D. Out of network deductible for any one benefit period shall be Five Hundred (\$500.00) Dollars for each employee and a total amount of an additional One Thousand (\$1000) Dollars for eligible dependants.
- E. Out of network reimbursement rates shall be calculated at One Hundred Fifty (150%) Percent of CMS(Medicare).

HealthNet POS (CIGNA OAP1 as of July 1, 2009) shall be maintained for new employees or any employee wishing to participate. New employees may participate in Horizon PPO (now CIGNA OAP5/OAP6 as of July 1, 2009) or Direct Access (now CIGNA OAP2/OAP3 as of July 1, 2009) at their expense.

Emergency Room co-pays shall be implemented for both Direct Access and PPO as Follows:



Effective May 1, 2009 -- \$25.00 per visit

Direct Access shall replace Horizon PPO with current co-pays maintained:

- \$10.00 co-pay for in network services – doctor’s office visits only
- \$10.00 co-pay for out of network services
- Effective May 1, 2009, the Third Party Administrator (TPA) will be eliminated and the County will no longer reimburse employees for any out-of-network charges.

Horizon PPO (CIGNA OAP5/OAP6 as of July 1, 2009) shall be maintained for employees choosing the plan with their cost being the difference between the PPO premium and the Direct Access premium in any given year.

Employees hired before May 1, 2002, shall contribute towards the cost of health insurance as follows:

Wage under \$28.00 per hour

Single coverage shall remain \$10 per month

Family PC, or HW coverage \$25 per month

Wage over \$28.00 per hour

Single coverage shall remain \$25 per month

Family, PC, HW coverage \$40 per month

Employees hired after May 1, 2002 shall maintain the existing contribution schedule, however, those earning over \$28 per hour shall contribute as above with those contributions increased by the proportionate annual increase in the plan cost.

Employees in Horizon PPO (Blue Select) shall contribute \$10.00 towards the cost of doctor’s office visits.

Out of network cost share for Horizon PPO shall remain 70/30, effective in 2002. Deductible for any single benefit period shall remain \$100 for each employee and an additional amount of \$200 for eligible dependents

Employees hired after May 1, 2002 shall receive HealthNet coverage only. In addition, new employees shall contribute \$15 per month for single coverage and \$25 per month for family coverage. The contribution shall be increased by the proportionate annual increase in the plan cost. Employees may opt for a different plan at their own expense (difference between HealthNet and chosen plan). In the event these plans are changed during the term of this agreement, new employees shall receive the least expensive of the then available plans.

Effective May 1, 2009, new employees shall contribute the following percentages of base hourly rate times 1950 hours:

	<u>*5/02-12/08</u>	<u>5/1/09</u>
Family	2.5%	3%
H/W & P/C	2%	2.5%
Single	1.5%	2%

\*Contribution rate for employees hired after May 1, 2002, will be capped at these rates.

**Health Benefit Buy-Out Option:** Effective January 1, 2006, the health benefit buy-out option shall be \$5,000.00 annually for employees covered by spouse plan (Family and Husband/Wife) who decline additional health coverage. Also, as of June 1, 2007, the Health Benefit Buyout for Single coverage from another source in the amount of \$1,800.00 shall be effective. Health Benefit Buyout options for Family, Husband/Wife, and Single Coverages shall continued to be offered for the duration of this Agreement. The buy-out will be payable in 26 installments over the year said insurance coverage is not provided by the County. Employees opting-out shall retain the right to re-enter the County Health Benefit Plan on a monthly basis. Upon re-entering the plan, payments for opting-out shall cease; this benefit shall be discontinued if the County becomes self-insured. The parties recognize that this buy-out covers both the Health Insurance and Prescription drug plans.

**Prescription Plan –**

Prescription co-pay shall be as follows:

Retail:

\$5.00 co-pay per prescription for generic (or name brand where no generic exists)

\$25.00 co-pay per prescription for preferred brand

\$50.00 co-pay per prescription for non-preferred brand

Mail:

\$5.00 co-pay per prescription for generic (or name brand where no generic exists)

\$30.00 co-pay per prescription for preferred brand

\$60.00 cp-pay per prescription for non-preferred brand

The above co-pays shall apply to both retail pharmacy purchases (up to thirty (30) day supply and a ninety (90) day supply through mail order.

The restriction on flow through of prescription co-payments to the Major Medical portion of the health insurance coverage shall be continued.

Drug Plan Utilization Modifications

- a) Enhanced Concurrent Drug Utilization Review (Refill too soon/stockpiling)
- b) Preferred Drug Step Therapy (Generic or Preferred Name Brand first) Limited to PPI, SSRI and Intranasal steroid drugs
- c) Clinical Intervention (Statement of medical necessity from MD) Limited to Anti-Narcoleptic Agents, Weight Loss and Antineoplastic Agents

**17.2 The Dental Plan & Eye Care Plan**

The dental plan in effect since 1982 (herein the base plan: employee only 50/50% basis) shall be continued for the term of this Agreement the annual cap shall be \$2,000 at the expense of the County. Employees covered

by this Agreement shall have the option to maintain the existing plan or obtain an improved dental plan, either single or family, that provides coverage on an 80/20 percent basis up to \$2,000.00. Employees shall also have an option to select coverage under the Health Plex Plan. Employees who opt for any of these coverages shall pay the difference in cost that exceeds the Employer's cost of the base plan.

**17.2a**

Effective July 1, 2006, the VSP Eye Care Plan shall be implemented for employees only and the premium paid 100% by the County.

**17.3 Modifications to Benefits**

The Employer reserves the right to change or modify existing carrier or carriers that provide health benefits, disability benefits, dental benefits or drug prescription benefits at any time during the term of this Agreement, provided that the coverage is substantially similar to the coverage then in effect. The Employer will give reasonable notice to the Union of its intention to change any such carrier before implementation and will meet with representatives of the Union before implementation.

**17.4 Subsidization for Retirees**

The County agrees to provide a program of subsidization of health insurance costs for employees who retire following the execution of this Agreement. The conditions and requirements for retirees to receive the benefit of this subsidization program are set forth on Exhibit B which is attached hereto and made part hereof.

**17.5 Public Employment Retirement**

The County is a participant in the Public Employment Retirement System (PERS). Eligibility for participation by employees and benefits are governed by statute and Rules and Regulations promulgated thereunder. A written description of the PERS program or the DCRP program (for those Part Time employees hired after 5/21/10) can be obtained from the County's Personnel Department.

**ARTICLE 18. MONETARY BENEFITS MISCELLANEOUS**

**18.1 Resignation**

An employee who resigns or otherwise separates from employment shall receive unused vacation as per 10.3 and holiday time as per 9.3.

**18.2 Shift Differential**

The Hospital will pay a shift differential of fifteen (15%) percent of the employee's hourly rate to all employees who work any part of the evening shift (3:00 p.m.- 11:15 p.m.).

The Hospital will pay a shift differential of ten (10%) percent of the employee's hourly rate to all employees who work any part of the night shift (11:00 p.m. - 7:15 a.m.)

**18.3 Weekend Differential**

New Per Diem Employees and New Employees – Effective May 1, 2002, the Hospital will pay a weekend differential for all time worked on a weekend of \$2.00 per hour in addition to the employee's regular rate of pay and any applicable shift differential as set forth in Section 18.2. Effective July 1, 2006, this differential shall be \$2.25 per hour.

Employees including Per Diems hired prior to May 1, 2002 – Weekend differential to remain at 20% day shift, 30% night shift and 35% evening shift, all inclusive of shift differential.

**18.4 Charge Nurse Differential**

An employee, full-time, part-time, and per diem, who performs the duties of charge nurse, shall be paid a

differential of two dollars (\$2.00) per hour for all such hours worked effective January 1, 2009.

Individuals shall be designated as “in charge” of a particular unit when the PCC is not scheduled on duty. When the PCC is on duty, recognizing that PCC’s are not on the unit the entire shift, one RN will be assigned charge for the shift to perform those duties. The nurse so assigned shall receive fifteen dollars (\$15) for each shift they are assigned as charge.

In the event of the absence of a PCC due to vacation, leave of absence, illness or vacancy, Staff Nurses shall not cover any of the PCCs supervisory duties.

**18.5 Experience**

Effective January 1, 2005: All bargaining unit employees shall be credited with one (1) year of Registered Nurse experience for every two (2) years of Licensed Practical Nurse experience.

**18.6 Tuition**

Effective January 1, 2009, the County will pay up to a maximum of \$3,000/year per full time employee, pro-rated for part-time employees, for tuition leading to a BSN, MSN, or other related degree as approved by the Administrative Director of Nursing. Such approval shall not be arbitrarily denied. Tuition reimbursement shall be paid upon completion of the course, and presentation of the original transcript with passing grade and original receipt of payment. Employees may use up to \$500 from the above total tuition money per calendar year to cover the costs(s) of successful (re) certification fees/exams or continuing education conference fees required for ANA Specialty Certification.

**18.7 Education Differential**

**Effective January 1, 2009 the following shall apply (for new employees shall apply only to BSN or MSN).**

1. Full-Time and Part-Time employees with a Bachelor’s Degree (BS) from an accredited school will receive additional compensation of \$0.75/hr worked, added to their regular compensation rate.
2. Full-Time and Part-Time employees with a Master’s Degree (MS) from an accredited school will receive additional compensation of \$1.40/hr worked, added to their regular compensation rate.
3. Full-Time and Part-Time employees with National Certifications will receive additional compensation of \$0.50/hr worked, added to their regular compensation rate.

**18.8 Emergency Call-In**

If an employee is called into work on an emergency basis and accepts the assignment, he or she will be compensated as follows:

At the time that the employee arrives at the hospital, he or she will be guaranteed a minimum of four (4) hours pay.

**18.9 Clothing Allowance**

The Hospital will provide employees with an annual uniform allowance. This payment will be made during the first pay period during the month of December.

	Full time	Part time
2009	\$380	\$280
2010	\$390	\$290
2011	\$400	\$300

Employees whose personal items, such as eyeglasses, are broken or destroyed during the course of patient care will have the replacement cost of such items reimbursed up to a maximum of two-hundred dollars (\$200.00) per incident and up to fifty dollars (\$50.00) for clothing per incident.

**18.10 ANA Membership**

The Hospital will pay for all full-time and part-time registered nurses' membership in the American Nurses Association.

**18.11 Short and Long Term Disability**

As soon as practicable, after contract execution, the County shall contribute the sum of \$100.00 per employee per year towards the cost of a Disability Plan. Per Diem employees are excluded from this benefit.

Employees not qualified for FMLA due to length of service or total hours worked, may elect to utilize the Disability Policy after available sick time is utilized to satisfy the Policy's waiting period.

Effective January 1, 2010, HPAE shall arrange for a Disability Insurance Carrier of their choosing to provide this benefit, subject to the County's approval. All costs shall be paid by the employee except that the County's previous \$100 per employee contribution shall continue. The current County Medical Certification approval procedure shall remain in place. The County shall continue to provide payroll deduction services and to pay the vendor.

**18.12** Per Diem RNS shall not be entitled to the following miscellaneous monetary benefits: shift differential, tuition reimbursement, educational differential, clothing allowance, ANA membership, except current per diems who shall retain shift differential.

**18.13 HPAE Retiree Medical Trust**

Effective January 1, 2010, the County shall make a monthly contribution to the Trust, in an aggregate amount equivalent to \$0.10 for all regular hours paid to bargaining unit members. Effective January 1, 2011, the contribution shall be increased to \$0.20. Effective January 1, 2013 the contribution will be decreased to \$0.15 for all regular hours paid to bargaining unit members.

This Trust shall remain separate and apart from any other employer retiree health insurance funding program unless changed by mutual agreement of the parties. The Trust shall be subject to periodic review and audit by the County.

## ARTICLE 19. WAGES

### 19.1

2012 –Years of Experience increments.

2013 – In addition to Years of Experience increments, all employees shall receive a 1.55% across the board increase effective January 1, 2013

2014 -- In addition to Years of Experience increments, all employees shall receive a 1.5% across the board increase effective January 1, 2014

Wages will be adjusted according to the following schedule retroactive to January 1, 2013. Effective January 1, 2014, All employees due movement on the wage scale between January and June will receive such increase effective January 1 of that year. All employees due movement on the wage scale between July and December will receive such increase effective July 1 of that year.

Years Experience	1/1/2011	1/1/2013	1/1/2014
0-1	\$26.81	\$27.23	\$27.63
1 yr-2 yrs	\$27.38	\$27.80	\$28.22
2+yrs to 3 yrs	\$27.94	\$28.37	\$28.80
3+yrs to 4 yrs	\$28.77	\$29.22	\$29.65
4+yrs to 5 yrs	\$29.33	\$29.78	\$30.23
5+yrs to 6 yrs	\$29.90	\$30.36	\$30.82
6+yrs to 7 yrs	\$31.01	\$31.49	\$31.96
7+yrs to 8 yrs	\$31.56	\$32.05	\$32.53
8+yrs to 9 yrs	\$32.12	\$32.62	\$33.11
9+yrs to 12 yrs	\$33.65	\$34.17	\$34.68
12+ yrs to 15 yrs	\$35.06	\$35.60	\$36.14
15+yrs to 20 yrs	\$36.75	\$37.32	\$37.88
20+yrs to 25 yrs	\$37.60	\$38.18	\$38.76
25+yrs to 30 yrs	\$38.71	\$39.31	\$39.90
30+yrs	\$39.59	\$40.20	\$40.81

### 19.2 Per Diem RNS

January 1, 2011	\$41 per hour
January 1, 2013	\$41.64 per hour
January 1, 2014	\$42.26 per hour

## **ARTICLE 20. DISCIPLINE AND DISCHARGE**

### **20.1 Discipline, Suspension, or Discharge**

The Hospital shall discipline, suspend, or discharge only for just cause and in accordance with the Department of Personnel's rules for the State of New Jersey.

### **20.2 Written Notification**

Written notification of any discipline, suspension, or discharge shall be given to the employee and union representative at the time it is issued. In addition, a copy of such discipline shall be mailed to the union office or given to a Union officer within forty-eight (48) hours of issue.

The union shall receive copies of any Preliminary Notice of Disciplinary Action and Final Notice of Disciplinary Action at the time they are issued.

Failure of the Hospital to provide such notification shall not void the disciplinary action, but the time limit for filing the grievance will be based on the date the Union or employee received such notice.

## **ARTICLE 21. GRIEVANCE PROCEDURE**

### **21.1 Definition**

A grievance is hereby defined as any dispute between the parties concerning the application or interpretation of this Agreement with respect to wages, hours of work or other conditions of employment.

### **21.2 General Procedures**

Reasonable efforts shall be made to schedule grievance meetings at mutually convenient times and not on an employee's day off. There will be no loss of pay for employees who attend grievance meetings.

Any employee may be represented at all stages of the grievance procedure by her/himself, or at her/his option by a representative of the Union. When an employee is not represented by the Union, the Union shall have the right to be present and state its views at all steps of the grievance procedure.

A grievance which affects a substantial number or class of employees, or in a case of suspension or discharge, or which the Hospital representative at Step 1 lacks the authority to settle, may be presented initially by the Union at Step 2 of the grievance procedure.

For the purpose of the grievance procedure only, the working day shall be defined as the hours between 8:00 a.m. and 5:00 p.m., excluding weekends and holidays.

A grievance must be presented under the grievance procedure described herein within ten (10) working days of the occurrence of the condition giving rise to the grievance. It is understood and agreed that time off the job, be it with or without pay, shall not be counted as "working days" under step 1 of the Grievance Procedure.

Time periods set forth in Article 21 may only be extended upon written agreement between the parties.

### **21.3 Purpose**

The purpose of this Article is to provide for the expeditious and mutually satisfactory settlement of grievances, and to that end, the procedures to be used shall be as follows:

Informal Discussion: An employee or the union with a grievance shall first discuss it with his immediate supervisor either directly or through the Union's designated representative who shall be an employee of the County for the purpose of resolving the matter informally.

Step 1: Director of Nursing

If the aggrieved party/Union is not satisfied with the disposition of the grievance at the informal step or if no decision has been rendered within five (5) working days after the presentation of that grievance at that step, the aggrieved party/Union may file a grievance in writing with the Director of Nursing and/or his/her designee. A hearing on the grievance shall be held between the Director of Nursing and/or his/her designee and the aggrieved party and/or the Union's designated representative who shall be an employee of the County. The Director of Nursing and/or his/her designee will render a final decision in writing within ten (10) calendar days. In those departments or agencies where the department heads functions as the immediate supervisor, the grievance shall be presented at the Step 2 level.

Step 2: Administrator

If the aggrieved party/Union is not satisfied with the disposition of the grievance at Step 1, or if no decision has been rendered within five (5) working days after presentation of that grievance at that Step, the aggrieved party may file the grievance in writing with the Administrator and/or his/her designee. A hearing on the grievance shall be held between the Administrator and/or his/her designee and the aggrieved party and the Union's designated representative(s) within ten (10) working days. The Administrator and/or his/her designee will render a final decision in writing within twenty (20) calendar days of the meeting.

Step 3: County Manager

If the aggrieved party/Union is not satisfied with the disposition of the grievance at Step 2, or if no decision has been rendered within twenty (20) calendar days after filing of that grievance at Step 2, the aggrieved party/Union may file the grievance and all supporting papers with the County Manager for review. The aggrieved member or the Union shall have his or her grievance presented by a designated representative of the Union, and the Union shall have the right to have the grievance presented by the Union's legal representative. If the County Manager conducts any hearing, the Union shall be obligated to participate even if the grievant has selected his own attorney.

Step 4: Arbitration

In the event a grievance has not been resolved to the satisfaction of the Union at Step 3 and/or within thirty (30) calendar days from the date of the submission of the Step 3 grievance, it may request final and binding arbitration of the grievance. The Union shall make this request by mailing a written notice for arbitration to the New Jersey Public Employee Relations Commission, PO Box 429, Trenton, NJ 08625-0429. The written notice to the New Jersey Public Employee Relations Commission shall request that agency to submit duplicate panels of arbitrators to each of the respective parties to this Agreement so that they may exercise their right of selection and file same directly with the New Jersey Public Employee Relations Commission pursuant to its rules. The decision of the arbitrator shall be final and binding upon the parties and shall be in writing setting forth findings of fact, reasons and conclusions on the issue (s) submitted.

No one arbitrator shall have more than one grievance submitted to him, and under consideration by him, at any one time unless the issue is the same or similar. A grievance shall be considered under consideration by an arbitrator until he has rendered his written decision.

In the event of the submission of any matter for arbitration as herein provided, the arbitrator shall have no right or power to alter or modify the terms of this Agreement or to impose upon the parties any obligation or liability not expressly assumed by the parties under the provisions of this Agreement; nor may the arbitrator deprive the parties of any right reserved, expressed or implied, by them for their benefit hereunder. The cost of the arbitrator shall be paid equally by the parties. Each party shall be responsible for its own costs incurred in arbitration



## **ARTICLE 22. NO STRIKE/NO LOCKOUT**

- 22.1** The Hospital agrees that there shall be no lockouts during the term of the Agreement.
- 22.2** Neither the Union, its officers, agents, representatives nor any employee shall engage in a strike, work stoppage, slowdown, cessation or stoppage or interruption of work, during the term of this Agreement.
- 22.3** Any employee engaging in a strike or work stoppage may be subject to discipline up to and including discharge. Such discipline or discharge shall be subject to the arbitration provisions of this Agreement.

## **ARTICLE 23. NON-DISCRIMINATION**

Neither the Hospital nor the Union will discriminate against any employee or applicant for employment, in any matter relating to employment because of race, color, creed, national origin, ancestry, nationality, sex, marital status, age, or liability for service in the Armed Forces of the United States of America. Neither the Hospital nor the Union will discriminate against any employee because the employee is or is not a member of the Union, or because the employee has filed any complaints or grievances with the Hospital or the Union.

## **ARTICLE 24. SEPARABILITY**

This Agreement and its component provisions are subject to any present or future laws and regulations. If any Federal or New Jersey State Law or regulation, or the final decision of any Federal or State Court or Administrative agency affects any provisions of this Agreement, each such provision will be deemed amended to the extent necessary to comply with such law, regulation or decision but otherwise this Agreement will not be affected.

## **ARTICLE 25. COMMITTEE ON POLITICAL EDUCATION**

The Employer agrees to continue to have the County payroll department provide deductions for the HPAE Committee on Political Education (HPAE COPE) fund, the amount to be deducted as per employee's request on a written authorization form provided by the Union to the Employer.

The County agrees to meet with the Union within ninety (90) days of ratification of the contract regarding this issue.

## **ARTICLE 26. MANAGEMENT RIGHTS**

The Union recognizes that there are certain functions, responsibilities and management rights exclusively reserved to the Employer. All rights, power, prerogatives and authority possessed by the employer prior to signing of this agreement are retained exclusively by the employer subject only to such limitations specifically provided in this agreement.

Whenever the term "Employer", "Department Head", "Hospital" or "Supervisor" shall be used throughout this agreement, it shall mean and include the County Board of Freeholders and or the County Manager and/or their designees as specifically may be provided in N.J.S.A. 40:41A-45 et seq. or the Administrative Code of the County of Union.

Except as modified, altered or amended by this Agreement, the County of Union, the Board of Freeholders, the County Manager or designees shall not be limited in their statutory management functions. The County Board of Freeholders, the County Manager or other designees hereby retain and reserve unto themselves, without limitations, all powers, rights, authority, duties and responsibilities conferred and vested in any of them by the laws of the State of New Jersey, the Constitution of the State of New Jersey and the United States of America including, but without limitation, the following rights, privileges and functions:

The executive management and administrative control of the County of Union, a body politic, and its properties and facilities and activities of its employees related to their employment.

The right to hire all employees and, subject to existing Civil Service rules and regulations, to determine their qualifications and the conditions for their continued employment or their dismissal, or demotions, and to promote and transfer all such employees.

The right to determine schedules of work and the duties, responsibilities and assignments of all employees with respect thereto. This right shall not be used as a form of discipline directed against any employee.

The exercise of the forgoing powers, rights, authority, duties and responsibilities by the Board of Freeholders, the County Manger or other designees, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by such specific and expressed terms of this Agreement and in conformance with the laws of the State of New Jersey, the Constitution of the State of New Jersey, and the Constitution of the United States.


Nothing contained herein shall be considered to deny or restrict the Board of Freeholders, the County Manager or other designees, of their rights, responsibilities and authority under Title 40 and 40A, or any other state laws or regulations as they pertain to County Manager form of government.

**ARTICLE 27. EFFECTIVE DATE & DURATION**

This Agreement, except as otherwise stated, shall be effective on January 1, 2012 and shall remain in effect through December 31, 2014.

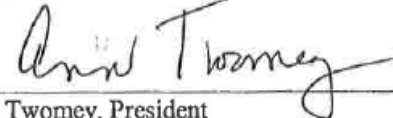
IN WITNESS WHEREOF, the parties have caused the same to be executed by its respective officers or agents, this NOVEMBER 27, 2013.

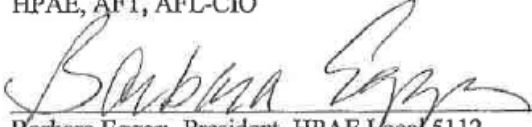
COUNTY OF UNION

  
\_\_\_\_\_  
Alfred Faella, County Manager

  
\_\_\_\_\_  
James Pelletiere  
Clerk of the Board


HEALTH PROFESSIONALS AND ALLIED EMPLOYEES,  
AFT, AFL-CIO

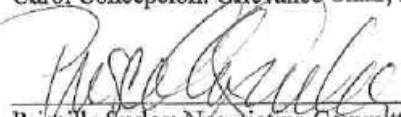
  
\_\_\_\_\_  
Ann Twomey, President  
HPAE, AFT, AFL-CIO

  
\_\_\_\_\_  
Barbara Egger: President, HP AE Local 5112

  
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Ann Howarth: Vice President, HP AE Local 5112

  
\_\_\_\_\_  
Elaine Blake: Secretary/Treasurer, HP AE Local 5112

  
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Carol Concepcion: Grievance Chair, HP AE Local 5112

  
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Priscilla Surles: Negotiating Committee, HP AE Local 5112

  
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Cynthia Sacchi: Negotiating Committee, HP AE Local 5112

**EXHIBIT A**

**COUNTY OF UNION**  
**UNUSED SICK LEAVE PAYMENT REGULATIONS**

1. **EFFECT ON OTHER RETIREMENT BENEFITS:**  
The lump sum supplemental compensation provided herein for accumulated sick days shall in no way affect, increase or decrease any pension or retirement benefits to such retired employee under any other statute.
2. **LIMITATIONS:**
  - a) no employee who elects a deferred retirement benefit shall be eligible.
  - b) an individual may defer his request for lump sum payment but it must be submitted within one year of the effective date of any retirement.
3. **ELIGIBILITY:**  
An employee must retire with at least twenty-five (25) years of service solely with the Employer and must be at least age 55, and must have at least one hundred (100) accumulated sick days to his or her credit upon effective date of retirement to be eligible for this benefit.
4. **DEATH OF AN EMPLOYEE:**  
In the event of an employee's death within one year after the effective date of retirement but before payment of the lump sum is made, the payment of the lump sum shall be made to the employee's estate. It should be noted that retirement is contingent upon the employee surviving 30 days after the effective date of retirement.
5. **DISABILITY RETIREMENT:**  
County employees who retire as a result of an accidental or ordinary disability retirement, and who meet all of their applicable regulations will be considered eligible for lump sum sick leave reimbursement upon retirement for unused sick leave. If such employees receive lump sum payment and subsequently reenter County employment, they will not be eligible to have their unused sick leave reinstated to their records. Employees re-entering County Service subsequent to an accidental or ordinary disability retirement will begin earning sick leave in a manner similar to a newly hired employee.
6. **RETURN TO SERVICE AFTER RETIREMENT:**  
Any employee who has or shall retire on age and service and who subsequently re-enters County employment will be considered to have incurred a break in service.
7. **LEAVE WITHOUT PAY:**  
In determining an individual's eligibility, leave without pay shall not be counted towards the requirement of 25 years service with the County; prior service with other governmental entities shall also not be counted toward the requirement of 25 years service with the County.
8. **COMPUTATION:**
  - a) Sick leave credit shall be computed from the date of employment; or if a break in service has occurred, only from the date of return to employment following the break in service except that an employee who has or shall incur a break in service as a result of separation due to lay-off shall be credited with sick leave accrued before separation and after return to employment.
  - b) The amount shall be computed at the rate of 50%-80% of the employee's rate of pay for each day of earned and unused accumulated sick leave at the effective date of retirement based upon the average annual compensation received during the last full year of the employee's active employment prior to the effective date of retirement. Overtime, shift, differential, stipends or other supplemental pay shall not be included in the computation:

- c) Effective April 28, 2002, payment for unused accumulated sick leave shall be according to the following schedule:

100-200 accumulated sick days – 50% of the daily rate, maximum of \$10,000  
201-300 accumulated sick days – 60% of the daily rate, maximum of \$12,500  
301-400 accumulated sick days – 70% of the daily rate, maximum of \$15,000  
Over 401 accumulated sick days – 80% of the daily rate, maximum of \$18,000

- d) In computing the total amount of unused accumulated sick leave pay due, periods of leave of absence without pay shall be excluded in the computation.
- e) The lump sum supplemental compensation payment shall be made within 60 days after the date of retirement, if possible.
- f) A retiree must be officially off the County's payroll at the time of payment.

9. GENERAL PROCEDURES:

- a) An employee who is about to retire should follow the regular procedures concerning retirement. When the employee receives a copy of the official notice of retirement approval issued by the approved pension board or authority, the employee may file a request with the County Personnel Office requesting the supplemental lump sum payment. Those employees who qualify and retire during calendar year 1986 will receive their supplemental payment no later than September 1, 1987, if elected by the employee. Those employees who qualify and retire during calendar year 1987 and thereafter, will receive their supplemental payment 60 days thereafter retirement, if elected by the employee.

10. EMPLOYEES NOT IN THE CLASSIFIED SERVICE:

- a) The eligibility of an employee will be determined by such class title held at any time during the employee's employment with the County of Union. Eligibility of class title will not be approved unless the following standards and guidelines have been adhered to:
- 1) Sick leave days were earned by all employees within that class title on the basis of one working day per month during the remainder of the first calendar year of employment after initial appointment and 15 working days per calendar year thereafter.
  - 2) Proof of need of sick leave usage was required when sick leave exceeded at least five consecutive days or a total of 10 days within one calendar year.
  - 3) Sick leave was not advanced against anticipated sick leave to be earned in the next or future calendar years.
  - 4) Sick leave or some other earned leave was charged for all compensable days when the employee was not working.
  - 5) All sick leave was reportable and reported accordingly.
  - 6) The time-keeping-procedure required certification of the accuracy of the employees pay time.
  - 7) Sick leave records for each employee were maintained from the original date of appointment at one or more central points under the jurisdiction of the appointing authority with proper security and verification for use and accrual.
  - 8) All records are available for inspection.
  - 9) Where other types of leave with pay or holidays or days off with pay were granted which were in excess of leave provided to classified employees, a detailed explanation of the character and extent of such practices shall be provided.

**EXHIBIT B**  
**HEALTH INSURANCE BENEFITS**  
**FOR RETIREES**

Effective January 1, 1986, there shall be a hospitalization insurance subsidy plan for employees, covered by the recognition clause of the collective bargaining agreement, subject to the following terms and conditions.

1. **Eligibility:** Employees must have been actively employed for the County of Union after December 31, 2011; and must retire on either a disability pension or after having reached the age of 55 years and having 25 years or more of service with the County, or retire and reach the age of 62 years or older with at least 15 years of service where the retirement has been shown to the satisfaction of the employer to have been necessitated by medical illness or disability of the employee. Employees who otherwise qualify for coverage but who retire before age 55, shall be entitled to receive coverage under this plan upon reaching age 55. This benefit will only be provided to those retirees meeting the eligibility requirements who do not have hospitalization insurance coverage from another source, and eligible retirees shall cooperate in good faith with the County to verify that no other source of insurance coverage is provided for them.

2. **Description:** This benefit shall be applied to the Health Insurance Plan which is provided to members of the bargaining unit. The County reserves the right to change or modify plans at any time so long as the modified plan provides substantially similar coverage to that in effect for members of the bargaining unit. This benefit shall cover the retiree's spouse and/or eligible dependent(s) at the time of retirement and in the event of the retiree predeceasing said spouse and/or eligible dependent(s); coverage shall continue for the surviving spouse and/or eligible dependents.

3. **Subsidy:** Upon implementation of this benefit, the County shall be obliged to subsidize the cost of health insurance premiums for qualifying retirees, as follows:

<u>Category</u>	<u>County's Subsidy</u>
Single, Under 65	\$189.67 per month
Single, Over 65	\$138.39 per month
H/W Under 65 P/C Retiree Family Under 65	\$540.58 per month
H/W Over 65	\$276.77 per month
H/W Retiree Over 65 H/W Spouse Over 65	\$276.77 per month
Family Over 65	\$442.88 per month
Family Retiree Over 65 Family Spouse Over 65	\$477.85 per month
P/C Retiree Over 65	\$338.69 per month

The remaining costs of the County's Hospital Insurance Plan shall be borne by the retiree.

Health Insurance Benefit Costs will be provided by the County for currently active employees who retire after

September 1, 1995, with 25 or more years of service with Union County and who have reached 65 years of age. Said retiree health insurance benefits shall be paid only for the Blue Select program and shall be capped at the 1995/96 rate. Any cost increases thereafter shall be paid by the retiree.

4. Modification: In the event that the amount of the County's contribution is subsequently reduced or even eliminated, the change in practice shall apply to those persons already retired. Similarly, in the event that the Hospital Insurance Plan is changed or modified in any way, the new plan shall apply to the retirees.

**EXHIBIT B-1**  
**HEALTH INSURANCE BENEFITS**  
**FOR RETIREES**

Effective May 1, 2009, there shall be a health insurance plan for employees covered by the recognition clause of the Collective Bargaining Agreement, subject to the following terms and conditions.

a) **Eligibility:** Employees must have been actively employed for the County of Union on or before December 31, 2011; and must retire on either a disability pension, or retire having reached the age of 55 years and having 25 years or more of service with the County, or retire and reach the age of 62 years or older with at least 15 years of service with the County. Employees who otherwise qualify for coverage but who retire before age 55, shall be entitled to receive coverage under this plan upon reaching age 55. This benefit will only be provided to those retirees meeting the eligibility requirements who do not have health insurance coverage provided hereunder, and eligible retirees shall cooperate in good faith with the County to verify that they are not eligible to receive such substantially equivalent or better health insurance coverage.

b). **Description:** This benefit shall consist of coverage under the CIGNA Open Access Plus Health Insurance Plan with the prescription component provided by MEDCO at 0-Co-pay Mail and 30% Co-pay Retail. Subject to the vested material rights of employees covered hereunder, the County reserves the right to change or modify the plan at any time so long as the modified plan provides substantially equivalent or better coverage to that in effect for the eligible members of the bargaining unit at the time of their retirement provided such coverage remains generally available in the insurance market at commercially reasonable rates. This benefit shall cover the retiree's spouse and/or eligible dependent(s) at the time of retirement and in the event of the retiree predeceasing said spouse and/or eligible dependent(s); coverage shall continue for the surviving spouse and/or eligible dependent(s).

c) **Future Employees:** Employees hired after December 31, 2011, shall only be eligible for the health benefit subsidy as set forth in Exhibit B.

d) **Cessation of Subsidy:** Upon implementation of retiree health benefits provided in a) and b) above the County shall be obligated to pay the full cost of health insurance premiums for qualifying retirees hereunder. Those qualifying retirees shall not be eligible for or receive the subsidy provided in Exhibit B.

e) **Health Benefit Buyout Option:** Any retiree eligible to receive benefits or then receiving benefits as described above, with either Family or Husband/Wife coverage in any of the available health plans, may voluntarily opt out of that plan providing their spouse has either Family or Husband/Wife coverage either through the County or through another employer. In return for opting out, the County shall pay to the eligible retiree the sum of \$5,000 annually, to be paid in quarterly installments over the next year. The \$5,000.00 sum shall be reduced to \$2,500.00 per annum upon the eligible retiree's reaching Medicare eligibility. The payments will be prorated if less than one year of the benefit is available. Eligible retirees opting out shall retain the right to re-enter the County's health benefit plan on a monthly basis. Upon re-entering the plan, payments for opting out shall cease. This benefit shall be discontinued if the County becomes self-insured.



**Letter of Agreement**

The parties have agreed to trial self-scheduling for Bargaining Unit Employees. In the event such trial is successful, it will be extended to all Bargaining Unit Employees working in units for which such self-scheduling is appropriate.

\_\_\_\_\_  
Union County

\_\_\_\_\_  
HPAE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**CONSTITUTION**

**AND**

**BY-LAWS**

**OF**

**LOCAL #5112**

**THE HEALTH PROFESSIONALS AND  
ALLIED EMPLOYEES**

**AFT/AFL-CIO**

**Ratified by membership of Local #5112  
August 1, 2011**

# Local 5112 CONSTITUTION & BYLAWS

## ARTICLE I. NAME

The name of this organization will be the **Health Professionals and Allied Employees, AFT/AFL-CIO, Local 5112.**

## ARTICLE II. OBJECTIVES

The objectives of this organization will be as follows:

- A. To provide representation for all its members to bargain collectively with respect to wages, hours and working conditions of employment, to negotiate written agreements with employers relating thereto and to achieve benefits and working conditions at all levels commensurate with the skills and expertise required of its members.
- B. To seek appropriate recognition of the skills and training required of its members in all specialized professional and allied occupations and to formulate and adopt such ethical practices and personnel requirements to elevate the status of all of its members.
- C. To achieve an optimal working environment through a more satisfied membership.
- D. To maintain and improve employment standards related to members and to critically examine and evaluate all new developments relating to their professions and all legislation, which may have an effect upon the membership.
- E. To enable members to speak with a common voice on matters pertaining to their professional and common interests.
- F. To engage in research and educational activities to promote a better understanding and advancement of this organization.
- G. To foster and develop harmonious relations with other labor organizations.
- H. To promote the health, wealth and safety of all members and to take such action as may be necessary to protect the interest of the organization and each of its members and affiliates.
- I. To engage in all other lawful and incidental activities and to take such other action as will be necessary to effectuate the aforesaid objectives of this organization.
- J. To develop an effective channel of communication between the employer and our members.

## ARTICLE III. JURISDICTION

The jurisdiction of Local 5112 is the Health Professionals and Allied Employees at Runnells Specialized Hospital.

## ARTICLE IV. MEMBERSHIP

### *Section 1. Qualifications*

- A. All hospital professionals and allied employees and any other employee in the health care field whose membership is not specifically prohibited by the Constitution and By-Laws of this organization shall be eligible for membership so long as they agree to abide by the Constitution and By-Laws. No person will be denied membership on the basis of race, creed, color, sex, age, marital status, national origin or religion.
- B. All other groups who wish membership with HPAAE may apply, in writing, to the HPAAE Executive Council. This membership application may be subject to a membership vote for acceptance.

### *Section 2. Dues*

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

### *Section 3. Assessments*

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

- A. By a majority vote of its members in good standing, present at a regular or special meeting, after reasonable notice of the intention to vote upon such a question.
- B. By a majority vote of members in good standing in a membership referendum conducted by secret ballot.
- C. When an assessment is proposed by the Local Executive Board, or by action at a meeting of a local union, a notice shall be mailed to the members in good standing at least two (2) weeks in advance of the secret ballot vote on the issue.

### *Section 4. Maintenance of Membership*

A member who leaves the jurisdiction of this local may resign as an active member. Arrangements may be made to

maintain an inactive membership status through the State Federation.

**Section 5. Termination of Membership**

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

- A. (1) On an annual basis, a member may resign during the thirty-(30) calendar day period next preceding the said member's anniversary of the most recent membership application. Such time period shall commence on the thirtieth (30) day preceding the anniversary date and shall terminate on the anniversary date of said membership application; or,
- (2) In addition to provision A. (1) above, a member may resign during the first five (5) days of January each year, exclusive of holidays and weekends.
- B. All resignations must be accomplished in accordance with the procedure specified herein.
- (1) All resignations shall be in writing and shall be sent by registered mail only postmarked the dates set forth above.
- (2) Such registered letter shall be sent to the main Union office and shall be addressed to the Local union's chairperson.
- (3) Such registered letters shall clearly state the intention to resign. Such statements shall be accompanied by the said member's current address, work location and assignment. Such letters shall contain the signature of the member seeking to resign. Members seeking to resign may include reasons for resignation.
- (4) All letters of resignation shall be accompanied by an authorization revoking the deduction of dues and the intent to no longer pay membership dues. Such letter of revocation of dues deduction authorization must also be sent to the said member's employer who makes such deductions at the same time such letter is sent to the Union.
- C. Any failure to fully comply with each and every element of the above procedure shall void the resignation effort and said resignation effort shall have no force or effect.
- D. Any member who resigns pursuant to the procedure set forth above shall not from that time forward be caused to bear any financial obligation which is solely incidental to full union membership. Any required financial adjustments shall be made as soon as possible.

**Section 6. Reinstatement of Membership.**

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

**ARTICLE V. MEMBERSHIP MEETINGS**

**Section 1. Regular Membership Meetings**

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

**Section 2. Special Membership Meetings**

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

**Section 3. Notice**

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

**Section 4. Quorum**

A quorum for the transaction of business at a regular or special meeting shall be defined as follows: One-half (½) or more of the Executive Board plus a sufficient number of members so that the total number of officers and other members equals ten (10%) percent of the members in good standing. In the absence of a quorum, business

may be discussed and minutes taken but no vote shall be taken on any issue.

## **ARTICLE VI. EXECUTIVE BOARD, OFFICERS and REPRESENTATIVES**

### ***Section 1. Executive Board***

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

### ***Section 2. President***

The President will be the principal officer of the local. It shall be the Presidents' duty to administer the affairs of the Local and to execute policies established by the Local.

The President shall preside at all meetings of the membership and serve as ex-officio member of all committees, may appoint chairpersons of committees, and shall discharge all duties incidental to the Office of President.

The President shall also serve as the Second Vice-President on the Executive Board of the State Federation and shall be eligible to serve on the Executive Committee of the State Federation in accordance with the State Federation Constitution. The President shall be a delegate to the State and National Convention.

### ***Section 3. Vice President***

It shall be the Vice President's job to coordinate the activities of the union reps and the members in the Local. In the absence of the President, the Vice-President shall perform all the duties of the President and when so acting shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President will assist and direct the Secretary in gathering information for the newsletter. The Vice-President shall be a delegate to the State and National Conventions.

### ***Section 4. Secretary/Treasurer***

The Secretary/Treasurer shall perform all duties incidental to the office of Secretary and Treasurer including: keep or cause to be kept an accurate record of minutes of all meetings of the local, shall give or cause to be given notices of all meetings in accordance with these by laws. The Secretary/Treasurer shall supervise the maintenance and distribution of all funds of the Local and shall keep accurate and current records of such funds. The Secretary/Treasurer shall work with the State Federation Treasurer in developing and implementing a budget, shall report regularly on the state of finances, and shall in general perform all duties incidental to the Office of Secretary/Treasurer. The Secretary/Treasurer shall keep all financial records on a permanent basis. The Secretary/Treasurer shall be responsible for the local newsletter. The Secretary/Treasurer shall be a delegate to the State and National Conventions.

### ***Section 5. Grievance Chairperson***

The primary responsibility of the Grievance Chairperson will be the grievance handling for all bargaining unit members. The Grievance Chairperson will establish and train a grievance committee. The Grievance Chairperson will serve on the Executive Board in accordance with the State Federation Constitution. The Grievance Chairperson shall be a delegate to the State and National Conventions.

### ***Section 6. Representatives***

The Local Executive Board will determine the number of unit representatives and their assignments. The role of the unit representative is to assist members with grievance handling, provide communications between membership and Local Executive Board, update bulletin boards and recruit and orient new members about the union. The unit representatives, in accordance with these By-Laws shall be appointed by the Local Executive Board.

### ***Section 7. Vacancies***

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

- A. The Vice-President shall fill the vacancy of President until an election can be reasonably scheduled.

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

**Section 8. Reimbursement for Union Business**

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

**Section 9. Term of Office**

Term of office shall be for two (2) years.

**Section 10. Performance of Duties**

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

**ARTICLE VII. COMMITTEES**

**Section 1. Appointment, Number and Term**

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

**Section 2. Standing Committees**

A. Labor Management Committee

This committee shall meet at least six (6) times per contract year, and as specially scheduled, and present issues to management which are of general concern to the membership. It shall consist of the President and three (3) members appointed by the Local Executive Board.

B. Committee on Political Education COPE

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

**Section 3. Special Committees**

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

A. Committee on Negotiations.

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

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

B. Committee on Nominations and Elections

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

C. Constitution and By-Laws Committee

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

**ARTICLE VIII. STRIKES AND JOB ACTIONS**

***Section 1. Local Membership Authorization.***

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

***Section 2. Voting Procedures.***

- A. The decision to engage in a job action or other concerted activity must be authorized by the Local membership involved through a simple majority of votes cast by secret ballot.
- B. The decision to engage in a job action or other concerted activity will be limited solely to those members who are employees of the particular institution or employer in question.
- C. Notice, by mail and by posting, shall be given to all eligible members at least three (3) days prior to the vote, if time permits.
- D. Voting will be conducted by secret ballot at a membership meeting and if time permits, by mail. Only those mailed ballots received at the time of the vote shall be counted with those ballots cast in person. If a meeting is not possible, voting may be conducted by mail.

**ARTICLE IX. RATIFICATION OF CONTRACT**

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

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

**ARTICLE X. OFFENSES, DISCIPLINE AND HEARING**

***Section 1. Offenses.***

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

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

***Section 2. Discipline.***

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

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

### **Section 3. Charges.**

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

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

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

### **Section 4. Investigation and Due Process**

A. Within a thirty- (30) day period of time of the mailing of the charge, a hearing will be scheduled. All parties will be notified of such date, time and place by mail.

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

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

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

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

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

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

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

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

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

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

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

### **Section 5. Authority**

A. Locals have the option to refer charges initiated at the local level to the Executive Committee for appropriate action. In addition, the Executive Committee may exercise any independent jurisdiction it may maintain under its By-



laws or Rules as they concern disciplinary or membership matters.

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

**ARTICLE XI. AMENDMENTS**

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

**ARTICLE XII. SAVINGS CLAUSE**

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

Ratified by membership of Local 5112  
Health Professionals and Allied Employees  
AFT/AFL-CIO, August 1, 2011