

## **HPAE Proposal #1**

Revised November 15, 2016

### **1.01 Union Recognition**

**Pursuant to its obligations under the National Labor Relations Act (“NLRA”), the Employer hereby recognizes the Union as the sole and exclusive collective bargaining agent with respect to wages, hours of work, and other conditions of employment, for those employees in the bargaining unit certified by the National Labor Relations Board on July 7, 2016 in Case No. 22-RC-177941.**

**The bargaining unit covered by this Agreement consists of:**

**All full-time and regular part-time Registered Nurses and Counselors, Assessors, Health Information Clerks, Discharge Planners, UR Coordinators, Behavioral Technicians, Nursing Secretaries, Clinical Secretaries, Finance Support, Billing Specialists, Drivers, Marketing employees, Clerks, Cooks, Maintenance Workers, Custodians, Housekeepers, Admissions Coordinators, Receptionists, and Kitchen Aides employed by the Employer at its Lafayette Township, New Jersey facility, but excluding all Office Clerical employees, Confidential employees, Guards and Supervisors as defined in the Act.**

Employees who function in a “lead” capacity or as Charge Nurses shall be included in the bargaining unit.

Whenever the terms “employee” or “employees” are used hereinafter in this Agreement, they shall be deemed to apply only to the employees of the Employer who are included in the bargaining unit.

## **Side Letter Regarding the Composition of the Bargaining Unit**

The parties recognize and agree that the list of job titles in Section 1.01 does not include the following job titles of bargaining unit employees:

Licensed Practical Nurses, Registered Dieticians, Counselor Interns, Nurse Assessors, Admission Assessors, Management Systems Clerks, Nursing Secretaries, UR Staff, Social Workers, Clinical Support Staff, Clinical Detox Specialists, Midwife, Nursing Secretaries, Bookkeepers, Financial Support Associates, Supplies Staff, Payroll Staff, Medical Records Coordinators, and Administrative Staff.

For the purposes of clarification only, but not intended as a modification of the certification from the National Labor Relations Board dated July 7, 2016 in Case No. 22-RC- 177941, the parties agree that the above job titles are part of the bargaining unit.

## **HPAE Proposal #4**

Revised November 15, 2016

### **1.04 Information to the Union**

The Employer agrees to provide the Union with a list of all employees, their addresses, telephone numbers, e-mail addresses, date of hire, classification, status, assignment, current rate of pay, employee ID number, social security number and the date of birth and the amount of dues deducted every six months. The Employer will provide a monthly update to this list including **such information for** new hires, ~~starting rate of pay and years of experience given to the employee,~~ **as well as** changes in employment status or changes in the information above **for current employees.**

All information will be provided to the Union by hard copy and in an electronic format compatible with the specifications given by the Union.

All correspondence to the Union, unless otherwise specified therein, shall be addressed to the HPAE President at 110 Kinderkamack Road, Emerson, NJ 07630.

## **HPAE Proposal #5**

Revised November 9, 2016

### **1.05 Union Representatives #5**

The Union will notify the Employer of its representatives **and Officers from among bargaining unit employees** who are authorized to deal with the Employer about conditions of employment and adjustments of problems arising under this Agreement. **The Union will notify the Employer in writing of changes in the list of Representatives and Officers.**

**The Employer agrees that Union Representatives and Officers shall have all rights as provided in the National Labor Relations Act.**

An HPAE Staff Representative may enter the Employer for the purpose of investigating grievances and administration of the contract.

Employees who attend **mutually scheduled meetings, such as Weingarten investigatory interviews, grievance meetings, joint labor-management committee meetings (health and safety, staffing, etc.), and new employee orientation sessions** at the Employer ~~while conducting union business~~ shall not suffer a loss of pay for time spent at such meetings. Such working time spent in attendance shall be considered time worked for the purpose of calculating overtime. Employees who attend such meetings, if scheduled to work, shall be released with pay by the Employer.

Employees who attend negotiations as members of the Negotiations Committee will be released from work without loss of pay for time spent in negotiations. Such time will be counted as time worked for the purposes of determining overtime and other accruals.

## **HPAE Proposal #7**

Revised November 21, 2016

### **1.07 Union Communications**

The Employer will provide a bulletin board outside the kitchen. Such bulletin board will have a glass or Plexiglas door that will be locked for the exclusive use of the Union. Postings by the Union on such board shall be **signed by a local Union Officer and** confined to matters related to Union activities and information resources, and may not include notices that are not protectable under the National Labor Relations Act and/or other federal, state, or local laws. The bulletin board will be a double door type approximately 48 X 32 inches.

The Employer shall make available to employees meeting space for Union meetings and events, provided that reasonable notice is given to the Employer.

During the orientation period for new employees, a representative designated by the Union shall address the new employees about the Union during time set aside specifically for such purpose. Such Union orientation will not exceed **one half (1/2)** ~~one (1)~~ hour. ~~The union representative shall be paid, and if scheduled to work released for conducting such meetings.~~

## **HPAE Proposal #65**

Counter-proposal to 10/13/16 Employer proposal - November 2, 2016

### **1.11 Management Rights**

Except where abridged by the expressed provisions of this agreement, the Employer retains the exclusive right to manage the business, to direct, control and schedule its operations and work force and make any and all decisions affecting the business, whether or not specifically mentioned herein and whether or not exercised before.

This right of management includes but is not limited to the right to hire, promote, assign, transfer, suspend, discharge and discipline employees with just cause, lay off, recall, select and determine the number of its employees including the number assigned to any particular work; increase or decrease the number; direct and schedule the work force; to promulgate, revise, post and enforce reasonable rules and regulations; to determine the location and type of operation including the methods, procedures, materials and operations to be utilized or to discontinue their performance by employees of the Employer in whole or in part; determine and schedule when overtime shall be worked; install or remove equipment; establish, maintain, revise or discontinue system functions, programs, and standards of service; establish or change job classifications; determine reasonable work performance levels, qualifications and standards of performance in accordance with professional practice standards, including performance improvement; and in all respects carry out the ordinary and customary function of management.

There shall be no individual agreements between employees and the Employer. This Agreement cannot be modified except by written agreement between the Employer and the Union.

## **HPAE Proposal #66**

Counter-proposal to 11/15/16 Employer proposal - November 21, 2016

### **1.12 No Strike – No Lockout**

During the term of this contract or any written extension thereof, the Union, its officers, agents, representatives and members or any employee, whether on or off duty, will not directly or indirectly authorize, cause, condone or lend support to a strike, including a sympathy strike, sit down, sit in, slow down, **stay-in, walk out, mass absenteeism**, sick out, concerted refusal to work overtime or work stoppage or other ~~interference~~ **intentional curtailment, disruption, restriction, interruption or interference** with the operations of the Employer.

In addition to any other liability, remedy or right provided by applicable law or statute, should a strike, or other interference with the operations of the Employer occur, the Union, within twenty-four hours of a request by the Employer shall:

- a. Publicly disavow such action;
- b. Advise the Employer in writing that such action by employees has not been called or sanctioned by the Union;
- c. Shall instruct such employees to cease such actions and return to work immediately;
- d. Post notices on the Union bulletin board advising employees to return to work immediately.

During the term of this contract or any written extension thereof, the Employer will not lock out employees.

An employee may be subject to discipline up to and including termination for violation of this section.

**Any claim, action or suit for damage either party may have against the other for violation of this Article may be brought to a court of competent jurisdiction or through the contractual grievance procedure.**

## **HPAE Proposal #11**

Revised November 2, 2016

### **2.01 Non-Discrimination**

~~Neither the Employer nor the Union shall discriminate against or in favor of any employee on account of race, color, creed, national origin, marital status, sexual orientation, sex, age, handicap or disability. The Employer will not discriminate against any employee because the employee is a member of the Union or has filed a complaint or grievance against the Employer.~~

**The Employer and the Union agree that they shall not discriminate against employees covered by this Agreement as required by federal, state, and local laws.**

## **HPAE Proposal #12**

Revised December 7, 2016

### **2.02 Discharge and Discipline**

The Employer shall not discharge, discipline, or suspend any employee except for just cause. **In accordance with the Employer's Employee Handbook, the Employer shall in general follow a policy of progressive discipline, except in circumstances such as misconduct, violation of Employer policy or a safety requirement, which may result in suspension or discharge.** ~~Except for egregious offenses, the Employer shall follow a policy of progressive discipline.~~

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

**Should the Union elect to file a grievance over a suspension or discharge of a non-probationary employee, such grievance** ~~Discharges or suspensions shall be~~ shall be brought directly to Step 2 of the grievance procedure. **Discipline or discharge of probationary employees will not be subject to the grievance and arbitration procedure.**

An employee who is required to attend a Weingarten investigatory interview or disciplinary conference shall be notified as to the ~~time and~~ nature of the meeting and have the right to ~~have~~ **request** a Union Representative accompany him/her. In the event a Union Representative is not immediately available for the interview, the Employer shall wait a reasonable period of time, not to exceed twenty four (24) hours, for a Union Representative to be available for the interview, **before proceeding.**

Authorized Union Representatives shall be available for such interviews or conferences during all work hours of the Employer.

Discipline shall not be issued more than thirty (30) calendar days after the event/incident.

## **HPAE Proposal #13**

Revised December 7, 2016

### **2.03 Grievances and Arbitration**

A grievance shall be defined as a dispute or complaint between the parties concerning the interpretation, application, performance, termination, or any alleged breach of this Agreement. Verbal warnings or counselings that are not memorialized in writing shall not be subject to the grievance and arbitration procedure.

Grievances shall be processed in the following manner:

#### Informal Discussion

An employee(s) having a grievance may discuss the grievance with their immediate supervisor. An authorized Union representative shall have the right to participate in all such discussions.

#### Step 1

If there is no informal discussion or the grievance is not resolved through such discussion, an employee(s) having a grievance shall submit the grievance in writing to their Department Head within ~~ten (10)~~ **seven (7)** days of the incident or within ~~ten (10)~~ **seven (7)** days of the employee(s) or the Union becoming aware of the incident. The grievance shall identify the nature of the grievance, the date of the alleged grievance, and the provision(s) of the Agreement violated by the Employer.

The Department Head or his/her designee shall meet with the grievant(s) and/or Union representative within seven (7) calendar days of receipt of the grievance and shall respond in writing within seven (7) calendar days after the meeting.

If the Department Head does not have the authority to remedy the grievance or the parties mutually agree, the grievance may be submitted directly at Step 2.

Discharges or suspensions shall be brought directly to Step 2 of the grievance procedure.

#### Step 2

Should the employee or the Union be dissatisfied with the Employer's disposition of the grievance in Step 1, the grievance may, within seven (7) calendar days after the answer in Step 1, be presented at Step 2 to the facility CEO of the Employer. The facility CEO will meet with the grievant and/or Union representative within seven (7) calendar days of the receipt of the grievance at Step 2 and shall respond in writing within seven (7) calendar days after the meeting.

#### Step 3 - Arbitration

**In the event the grievance is not settled under the grievance procedure, the Union may, within thirty (30) calendar days from the receipt of the Employer's decision in Step 2 of the grievance procedure, submit the grievance to the American Arbitration Association** ~~Should the Union be dissatisfied with the Employer's disposition of such grievance in Step 2, the Union may notify the employer, in writing, of its intent to take an appeal to arbitration. Such notice~~

~~shall be given within thirty (30) calendar days of receipt of the Step 2 decision, or the date it was due.~~

~~The Union may refer the matter to the American Arbitration Association within thirty (30) calendar days of its notice to the Employer.~~ Both the Union and the Employer agree to abide by the American Arbitration Association's Voluntary Labor Arbitration Rules.

Each party will be responsible for one-half (1/2) the total cost of the arbitrator as well as the location of the hearing. Each party will be responsible for the expenses of its own **representatives and witnesses for time lost, and the cost of the transcript where there is no mutual agreement to order it.** ~~or selected and called by a party to appear before an arbitrator.~~ **The parties may mutually agree to establish a panel of arbitrators and the procedures for selecting an arbitrator among the panel.**

The arbitrator shall have no power to add to, subtract from, or modify the terms of the agreement.

The decision of the arbitrator shall be final and binding on both parties.

Procedures:

The lack of a response by the Employer within the prescribed time shall be construed as a negative response and the Union shall have the right to proceed to the next step.

The Union and the Employer may agree to submit a grievance initially at Step 3/Arbitration of the grievance procedure.

Time limits may be extended by mutual agreement of the Union and the Employer. Such extension shall be in writing.

## **HPAE Proposal #20**

Revised November 21, 2016

### **3.04 Job Description**

Within thirty (30) days of the ratification of the contract, all employees shall be provided a job description (effective July 6, 2016) for the specific position he/she has been hired or their current position.

If the Employer wishes to change a current job description or create a new job description for a new position, the Employer shall negotiate such changes with the Union. **If, after fourteen (14) days of the commencement of such negotiations, the parties are at an impasse, the Employer shall have the right to implement the change in a current job description or a new job description for a new position.**

## HPAE Proposal #25

Revised November 22, 2016

### 3.08 Job Postings and Filling Vacant Positions

~~The Employer shall post notices of all vacant and new positions.~~

~~Posting and Procedure:~~ In the event the Employer intends to fill a **permanent position in the bargaining unit position or create a new job which would be applicable to the bargaining unit**, the Employer shall post a notices of **such** available positions for ~~fourteen (14)~~ **seven (7)** calendar days on the bulletin board, **as well as sending a notice by email to bargaining unit employees**. A list of unfilled, vacant positions will be available to all employees.

An employee desiring to apply for a position shall submit a request in writing to the Human Resources department **within the seven (7) day period for posting a position**. The Employer will provide written confirmation of such application. The Employer will ~~conduct the interview~~ **qualified employees who bid on a permanent position** process in a timely manner.

The Employer shall give first consideration and preference to all bargaining unit employees applying for the position before considering other persons. The Employer shall award the position to the applicant on the basis of qualifications, experience and seniority. In the event there is no difference in the qualifications and experience of one or more such applicants to perform that work, then the Employer shall award the position to the bargaining unit employee with the greatest seniority. Experience will be a factor in so far as such experience is directly related to the job and is significantly greater for one candidate over another.

**In the event that there is no qualified, bargaining unit employee who bids for a vacant position, the Employer has the right to hire a qualified, outside applicant.**

The Employer shall send a copy of all job postings, including date of the posting, job requirements, job descriptions, and list of all employees who applied for the job to the Union on a **bi**-monthly basis.

An employee who is awarded a different position through the bidding process set forth in this section shall serve a trial period for ninety (90) calendar days following the commencement date of the employee working in the different position. **For the first thirty (30) days of the trial period**, ~~During this trial period~~, the Employer may, after providing the Union with an explanation for their decision, return the employee to his/her previous position or the employee may choose to return to their previous position. In such case, the employee shall retain his/her seniority and return to his/her previous wage rate.

**For the remaining sixty (60) days of the trial period, if the employee has failed to fulfill the requirements of the position, the employee may be returned to his/her previous position or an equivalent position. In such case, the employee shall retain his/her seniority and return to his/her previous wage rate.**

**The Employer will make its best efforts to fill a temporary vacancy in a bargaining unit position due to illness, injury, vacation, a leave of absence or other reason with a bargaining unit employee who chooses to fill such position on a temporary basis, consistent with the operational needs of the Employer. However, a temporary vacancy will not be subject to the job procedures included herein.**

The Employer will be required to create and post positions on units when the need is established through the regular use of overtime, agency or per diem hours beyond their regular schedule. Regular use shall be defined as the actual hours worked or equivalent cost of time equal to a Full-time or part- time position over three months.

## **HPAE Proposal #15**

Revised November 9, 2016

### **4.02 Health and Safety/Security**

**Sections C and F – All other sections remain the same.**

#### **C. Joint Health and Safety/Security Committee**

A joint Health and Safety/Security Committee composed of ~~four (4)~~ **three (3)** representatives chosen by the Union and ~~four (4)~~ **three (3)** representatives chosen by the Employer shall be formed. The committee shall be **charged with minimizing the risk of violence in the workplace and other health and safety problems.** The committee will meet monthly and as deemed necessary.

Time spent at these meeting will be compensated and considered as time worked for the purpose of calculating overtime.

The Union and the Employer will hold the first meeting of this Committee within sixty (60) days of ratification of the agreement by the Union.

#### **F. Damage to Personal Property**

If **confirmed after an investigation that** an employee, **who is was** attacked by a patient while carrying out the duties of **a their** job, ~~which results in incurred~~ damage to personal property, such as clothing or glasses, the Employer shall reimburse the employee for necessary repair or replacement. Damage due to accidents or unintentional acts are not within the scope of this provision.