MEMORANDUM OF AGREEMENT

Agreement made this ___ day of April 2019, by and between the County of Union (herein the “County”) and Health Professionals and Allied Employees AFT/AFL-CIO, Local 5112 (herein the “HPAE”).

WHEREAS, the County and HPAE are parties to a collective negotiations agreement (“CNA”) covering the period January 1, 2015 through December 31, 2017; and

WHEREAS, the County and HPAE have been engaged in good faith collective negotiations for the purpose of reaching agreement on terms and conditions of employment for a successor CNA; and

WHEREAS, the County and HPAE have reached agreement on new terms and conditions subject to ratification by the membership of HPAE and approval by the Freeholders of the County; and

WHEREAS, the negotiating committees for the County and HPAE unanimously agree to recommend this agreement for ratification and approval;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and undertakings herein set forth the parties agree as follows:

1. Except as herein modified, the terms and conditions set forth in the 2015 through 2017 CNA between the County and HPAE shall remain in full force and effect.

2. Article 27 Effective Date and Duration

January 1, 2018 through December 31, 2020

3. Article 19.1 Wage Increase

2018 - 2% across the board
2019 - 2% across the board
2020 - 2% across the board

See salary guide attached hereto.
4. **Article 2, Section 2.1 Recognition**

Revise first paragraph as follows:

Cornerstone recognizes the Union as the exclusive collective bargaining representative of every employee covered by this Agreement. Cornerstone shall provide the Union with a complete alphabetized list of negotiation unit employees. Such list shall include the name, address, date of birth, date of hire, gender, unit phone number on file, if available, home and cell telephone numbers, work and/or personal email addresses on file, job title and status and social security number for each employee. Updated lists shall be provided every 120 calendar days. Any time a new employee is hired into a title covered by this negotiations agreement, the employer shall provide to the HPAE within ten (10) calendar days the following information: name, job title and status, worksite location, date of hire, home address, work and personal cell phone numbers, and work and/or personal email address if on file with the employer.

5. **Article 18.11 Short and Long Term Disability**

Modify as follows:

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. HPAE shall enroll all new employees into the Disability plan during orientation at which time the County shall transmit completed enrollment applications to the insurance carrier or broker and shall continue to provide payroll deduction services and to pay the vendor. In the event an employee’s status changes, the County shall notify the employee of his/her eligibility within ten (10) calendar days, and if applicable provide the employee with an enrollment application as well as transmit completed application to the insurance carrier or broker.

6. **Article 11.1 Sick Leave**

Amend this section in accordance with Union Proposal #15 which is attached hereto as Exhibit A.
7. **Tentative Agreements**

This MOA incorporates by reference all the tentative agreements agreed to by the parties during negotiations. Those tentative agreements are attached hereto as Exhibit B.

WHEREFORE, THE PARTIES HERETO SET THEIR HANDS THIS 24th DAY OF APRIL __, 2019

FOR HPAE

[Signature]

DAWN BAKER
HPAE STAFF REPRESENTATIVE

PRISCILLA SURLES
PRESIDENT HPAE LOCAL 5112,
AFT/AFL-CIO

APPROVED AS TO FORM

[Signature]

KATHRYN V. HATFIELD, ESQ.

FOR THE UNION COUNTY

[Signature]

EDWARD OATMAN
COUNTY MANAGER

[Signature]

LAURA SCUTARI
DIRECTOR, ADMINISTRATIVE SERVICES
EXHIBIT A
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.

Nothing in this Agreement shall be construed to waive or reduce rights or benefits provided pursuant to the New Jersey Earned Sick Leave Law (Assembly Bill No. A1827, an act concerning earned sick leave signed into law on May 2nd, 2018 and supplementing New Jersey P.L. 1966, c. 113 (c. 34-11-56a et seq.) (the "Earned Sick Leave Act").

11.1 Sick Leave Entitlement and Amount

A. Sick leave for full-time and part-time negotiation unit employees shall be is earned in the following manner:

1. 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.

2. 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.

3. Part-time employees shall be entitled to a proportionate amount of paid sick leave based upon the actual hours worked.

4. Paid sick days shall not accrue during a leave of absence without pay.

5. Unused sick leave shall accumulate from year to year without limit.

6. During the term of this agreement, employees shall receive one (1) day off with pay for each calendar quarter for perfect attendance, with an additional day off if there is perfect The Union reserves the right to add, delete, change or modify these or future proposals during the course of the negotiations. Any contract section (including all side letters and appendices) not referenced shall remain the same.
HPAE proposals presented to Union County Department of Human Services on Behalf of Cornerstone Behavioral Health Hospital, October 18, 2018

attendance in four consecutive calendar quarters. A calendar year shall be January to December. 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.

B. Sick leave for per diem negotiation unit employees shall be earned in the following manner:

1. Per diem employees shall accrue sick leave at a rate of one (1) hour for every thirty (30) hours worked, up to a maximum of forty (40) hours per benefit year.
2. Sick leave hours may be used as accrued and if available, more than forty (40) hours may be used in a benefit year.
3. Unused sick leave shall accumulate from year to year without limit.
4. The benefit year is twelve (12) consecutive months beginning each January 1st.

C. Sick leave may be used for any of the following purposes:

1. Time needed for diagnosis, care, or treatment of, or recovery from, an employee’s mental or physical illness, injury or other adverse health condition, or for preventive medical care for the employee;
2. Time needed for the employee to aid or care for a family member of the employee during diagnosis, care, or treatment of, or recovery from, the family member’s mental or physical illness, injury or other adverse health condition, or during preventive medical care for the family member;
3. Absence necessary due to circumstances resulting from the employee, or a family member of the employee, being a victim of domestic or sexual violence, if the leave is to allow the employee to obtain for the employee or the family member; medical attention needed to recover from physical or psychological injury or disability caused by domestic or sexual violence; services from a designated domestic violence agency or other victim services organization psychological or other counseling; relocation; or legal services, including obtaining a restraining order or preparing for, or participating in, any civil or criminal legal proceeding related to the domestic or sexual violence;
4. Time during which the employee is not able to work because of a closure of the employee’s workplace, or the school or place of care of a child of the employee, by order of a public official due to an epidemic or other public health emergency, or because of the issuance by a public health authority of a determination that the presence in the community of the employee, or a member of the employee’s family in need of care by the employee, would jeopardize the health of others; or’

The Union reserves the right to add, delete, change or modify these or future proposals during the course of the negotiations. Any contract section (including all side letters and appendices) not referenced shall remain the same.
HPAE proposals presented to Union County Department of Human Services on Behalf of Cornerstone Behavioral Health Hospital, October 18, 2018

5. time needed by the employee in connection with a child of the employee to attend a school-related conference, meeting, function or other event requested or required by a school administrator, teacher, or other professional staff member responsible for the child’s education, or to attend a meeting regarding care provided to the child in connection with the child’s health conditions or disability.

D. Definitions

1. “Family member” means a child, grandchild, sibling, spouse, domestic partner, civil union partner, parent, or grandparent of an employee, or a spouse, domestic partner, or civil union partner of a parent or grandparent of the employee, or a sibling of a spouse, domestic partner, or civil union partner of the employee, or any other individual related by blood to the employee or whose close association with the employee is the equivalent of a family relationship.

2. “Child” means a biological, adopted, or foster child, stepchild or legal ward of an employee, child of a domestic partner or civil union partner of the employee.

3. “Parent” means a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee’s spouse, domestic partner or civil union partner, or a person who stood in loco parentis of the employee or the employee’s spouse, domestic partner or civil union partner when the employee, spouse or partner was a minor child.

E. Leave under the New Jersey SAFE Act:

Negotiations unit employees are entitled to leave pursuant to the New Jersey SAFE Act if the absence is necessary due to circumstances resulting from the employee, or a family member of the employee, being a victim of domestic or sexual violence; if the leave is to allow the employee to obtain for the employee or the family member medical attention needed to recover from physical or psychological injury or disability caused by domestic or sexual violence; to obtain services from a designated domestic violence agency or other victim services organization; to obtain psychological or other counseling; relocation; or legal services, including obtaining a restraining order or preparing for, or participating in, any civil or criminal legal proceeding related to the domestic or sexual violence.

F. The Hospital shall not count sick leave accrued and taken under this Section as an occurrence or absence that may result in the negotiations unit employee being subject to discipline, discharge, demotion, suspension, a loss or reduction of pay, or any other adverse action.

11.2 Sick Leave Notice

The Union reserves the right to add, delete, change or modify these or future proposals during the course of the negotiations. Any contract section (including all side letters and appendices) not referenced shall remain the same.
HPAE proposals presented to Union County Department of Human Services on Behalf of Cornerstone Behavioral Health Hospital, October 18, 2018

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 two (2) hours’ 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.

(New section) In the final month of each benefit year the Hospital shall allow per diems to cash out any amount of unused sick leave. Any remaining unused time shall rollover to the next benefit year.

The Union reserves the right to add, delete, change or modify these or future proposals during the course of the negotiations. Any contract section (including all side letters and appendices) not referenced shall remain the same.
EXHIBIT B
HPAE proposals presented to Union County Department of Human Services on Behalf of Cornerstone Behavioral Health Hospital, October 11, 2018

Union Proposal # 11

Article 1  Agreement Scope

This Agreement covers all full, part-time and per diem negotiation unit employees (herein-called "employee") who are employed as registered nurses or graduate nurses by Cornerstone Behavioral Health Hospital, excluding all other employees including patient care coordinators, supervisors, managerial executives, confidential employees and employees represented by other collective bargaining units except as otherwise provided for pursuant to P.L. 1941, c. 100 (C.34:13A-1 et seq.), and amending P.L. 1967, c. 310 known as the Workplace Democracy Enhancement Act.

The Union reserves the right to add, delete, change or modify these or future proposals during the course of the negotiations. Any contract section (including all side letters and appendices) not referenced shall remain the same.
Tentative Agreement

April 25, 2018

Article 2  Union Status

Section 2.1  Recognition

Insert new:

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 15th and July 15th.

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.

In the event that any organization contacts the Hospital (through their OPRA officer or other means) and requests information on any HPAE bargaining unit, the Hospital shall notify the Union within 48 hours who the organization/individual is seeking the information, and provide a copy of the information requested to the Union.

HPAE:  

HPAE Local 5112-County of Union (Cornerstone)

Union County:  

04252018
HPAE proposals presented to Union County Department of Human Services on Behalf of Cornerstone Behavioral Health Hospital, October 18, 2018

Modified Union Proposal # 12

Article 2  Union Status

Section 2.2  Union Dues

Modify as follows:

The Hospital agrees to deduct from the regular paycheck of negotiation unit employees’ dues, fees or assessments for the Union, provided that the employee authorizes such deduction in writing in proper form to the Hospital, which may include an electronic communication that contains the negotiation unit employee’s electronic signature as the term “electronic signature” is defined in N.J.S.A. 12A:12-2.

The Hospital shall commence deductions from an employee’s check in the first full pay period next following the ninety-(90)-calendar-days receipt of his/her signed authorization after the negotiation unit 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 negotiation 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 negotiation 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.

Delete:  Section 2.4 Agency Shop

The Union reserves the right to add, delete, change or modify these or future proposals during the course of the negotiations. Any contract section (including all side letters and appendices) not referenced shall remain the same.
Tentative Agreement
April 25, 2018

Article 2    Union Status

Section 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 three (3) two (2) representatives in addition to the President and Grievance Chair. The Union shall be limited to three (3) representatives for its negotiating team.
Tentative Agreement
October 18, 2018

Article 2, Section 2.7  Union Business

Revise as follows:

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 not specifically identified in Article 2, Section 2.6, above.

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 not specifically identified in Article 2, Section 2.6, above.

FOR HPAE

FOR THE COUNTY

[Signatures]
Union Proposal #13

Article 2 Union Status

Section 2.8 Union Bulletin Boards Access

Change title (above) and revise as follows:

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.

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.

The HPAE staff and representatives shall have the right to e-mail HPAE negotiation unit employees who have Hospital e-mail accounts for the purpose of communication with HPAE negotiation unit employees regarding collective negotiations agreements, the investigation of grievance, other workplace-related complaints and issues, and internal union matters involving the governance or business of the union.

The Hospital shall provide the Union access to negotiations unit employees including but not limited to:

1. The right to meet with individual negotiations unit employees at the Hospital during the work day to investigate and discuss grievance, workplace-related complaints, and other workplace issues;
2. The right to conduct worksite meetings during lunch and other non-work breaks, and before and after the workday, at the Hospital to discuss workplace issues, collective negotiations, the administration collective negotiations agreements, other matters related to the duties of the Union, and internal union matters involving the governance or business of the Union.

During the orientation period of all new negotiation unit employees, an HPAE representative designated by the Union will distribute orientation packets to the new HPAE employees. At that time, the representative designated by the Union, will speak to all new negotiation unit employees for not less than thirty (30) minutes. The Hospital will provide the Union with notification of the names of new hires into negotiation unit titles, who are scheduled to attend each orientation session. For those negotiation unit employees who do not attend general orientation presentations for any reason, the Hospital will immediately schedule a mandatory

The Union reserves the right to add, delete, change or modify these or future proposals during the course of the negotiations. Any contract section (including all side letters and appendices) not referenced shall remain the same.
meeting on work time to meet with a representative designated by the Union for not less than thirty (30) minutes.

HPAE shall have the right to use Union County buildings and other facilities that are owned or leased by Union County and/or other government entities to conduct meetings with negotiation unit employees regarding collective negotiations, the administration of collective negotiation agreements, the investigation of grievances, other workplace-related complaints and issues, and internal union matters involving the governance or business of the union, provided such use does not interfere with Union County operations. Meetings conducted in government buildings pursuant to this section shall not be for the purpose of supporting or opposing any candidate for partisan political office, or the purpose of distributing literature or information regarding partisan elections.

Delete: Section 2.9 Union Mailbox

The Union reserves the right to add, delete, change or modify these or future proposals during the course of the negotiations. Any contract section (including all side letters and appendices) not referenced shall remain the same.
Tentative Agreement
February 20, 2018

Article 3    Nurse Practice Issues

Section 3.1    Labor-Management Committee

Revise as follows:

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 four (4) times per contract year, for a reasonable time at Cornerstone Behavioral Health 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 February, June, September and December at a mutually convenient time.

HPAE:  

Union County:  

HPAE Local 5112-County of Union (Cornerstone) 02202018
Union Proposal #14

Article 3  Nurse Practice Issues

Section 3.2  Professional Practice

Revise as follows:

The Hospital shall provide the following for all negotiation unit 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 or the Assistant 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.

_The Union reserves the right to add, delete, change or modify these or future proposals during the course of the negotiations. Any contract section (including all side letters and appendices) not referenced shall remain the same._
Tentative Agreement

April 25, 2018

Article 3  Nurse Practice Issues

Section 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 or the Assistant Director of Nursing Chief Nursing Executive. 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) two dollars and fifty cents ($2.50) 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 1/2) 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.

HPAE:  

Union County:

HPAE Local 5112 County of Union (Cornerstone) 04252018
Tentative Agreement
February 20, 2018

Note: The agreement herein is limited to the specified changes below. The agreement to these changes is not a withdrawal of any additional proposals by either party which may directly impact this provision.

Article 3  Nurse Practice Issues
Section 3.2 (C) Professional Practice

Revise as follows:

The Hospital shall reimburse the cost for educational conferences, up to a maximum of five hundred ($500.00) dollars per year for a full-time employee and two hundred fifty ($250.00) dollars per year for a part-time employee effective January 1, 2015. 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 or Assistant Director of Nursing Chief Nursing Executive. 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, BLS for Healthcare providers, as provided by the Hospital to all RN’s shall be provided by the Hospital bi-annually on site in order for RNs to maintain their certification. The hospital shall offer CPR training and refresher courses on-site at appropriate intervals in order for all staff to maintain their certification.

HPAE:  
Union County:  

HPAE Local 5112-County of Union (Cornerstone) 02202018
Tentative Agreement
April 25, 2018

Article 3       Nurse Practice Issues

Section 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.

HPAE:                          Union County:  
[Signature]                  [Signature]
HPAE Local 5142 County of Union (Cornerstone)  04252018
Tentative Agreement
April 25, 2018

Article 4  Employee Status

Section 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. Transfers in status from full-time to part time or per diem will be in accordance with Section 5.8. 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.

HPAE:

[Signature]
HPAE Local 5112 County of Union (Cornerstone)

Union County: [Signature]
04252018
Tentative Agreement

September 11, 2018

Article 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. Items, other than Memos of Record, correspondence between employees and hospital administrators, and letters of commendation, should be initialed by the employee demonstrating proof of receipt prior to the item being placed in the personnel file. No document of anonymous origin shall be maintained in an employee’s personnel file.

HPAE [Signature]

Union County: [Signature]
Tentative Agreement
October 18, 2018

Article 4, Section 4.3  Employee Status

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. Documents other than Memos of Record, correspondence between employees and hospital administrators and letters of commendation, should be presented to the employee for review and acknowledgement before being placed in the employee’s personnel file. No document of anonymous origin shall be maintained in an employee’s personnel file. . . . REMAINDER OF SECTION TO REMAIN THE SAME.

FOR HPAE

FOR THE COUNTY

[Signatures]
Tentative Agreement
April 25, 2018

Article 7       Work Time

Section 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;
B.  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.

HPAE: ____________________________  Union County: ____________________________
HPAE Local 5112-County of Union (Cornerstone)  04252018
Tentative Agreement

February 20, 2018

Article 8 Monetary Benefits

Section 8.3 Pay Period

Revise as follows:

Frequency of payment will continue as heretofore. All paychecks shall be made available on a bi-weekly basis the 15th and 30th of the month. 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.

In the event the County implements a mandatory direct deposit requirement, the Union will not contest such change.

HPAE:  

Union County:  

HPAE Local 5112-County of Union (Cornerstone) 02202018
Tentative Agreement
October 18, 2018

Article 8, Section 8.3 Monetary Benefits

Modify first paragraph as follows:

Effective January 1, 2016, employees shall be paid on a bi-monthly basis on the 15th and 30th of the month (or 28th or 29th during the month of February). When the pay day occurs on a holiday or weekend, paychecks or direct deposits will be issued on the day prior to the holiday or the Friday prior to the weekend. Dues shall be deducted from the second paycheck of the month. 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.

FOR HPAE

[Signature]

FOR THE COUNTY

[Signature]
Tentative Agreement
February 20, 2018

Article 8  Monetary Benefits

Section 8.7  Recruitment Bonus

Revise as follows:

Any Bargaining Unit Employee who refers an RN or LPN to Cornerstone 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.

HPAE:  

Union County:

HPAE Local 5112-County of Union (Cornerstone)  02202018
Tentative Agreement
April 25, 2018

Article 15  Health & Safety

Section 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.

The Hospital shall upon request, provide the Union with the results of all health and safety inspections of the facility. The Hospital shall notify the Union of all such inspections where the inspections were initiated as a result of a Union/employee complaint and/or grievance. The Hospital will also notify the Union in cases where on-going health and safety hazards which affect HPAE membership are discovered.

Walk through inspections: One bargaining unit employee designated by HPAE may do a biannual walkthrough with the CNO or his/her designee. The purpose is to jointly identify opportunities to improve safety in the workplace. These individuals will submit their findings to the Labor and Management Committee as outlined in Section 3.1. The parties will review the findings and if necessary develop an action plan to address these issues.

HPAE: ________________________  Union County: ________________________
HPAE Local 5  (County of Union (Cornerstone)  04252018
Agreement

Between

Health Professionals and Allied Employees
AFL/AFL-CIO
Local 5112

and

The County of Union
(Cornerstone Behavioral Health Hospital)

January 1, 2018 - December 31, 2020
ARTICLE 17. BENEFITS

The County shall continue to provide the current prescription, dental, vision, and health benefits to employees under the current terms and conditions. Employee contributions towards medical, vision and dental benefits are based on the rates set forth in Chapter 78, P.L. 2011.

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 single coverage, a total amount of an additional One Thousand ($1,000) Dollars for family coverage.
E. Out of network reimbursement rates shall be calculated at One Hundred Fifty (150%) Percent of CMS (Medicare).

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
- 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 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.

Employee contributions towards medical, vision and dental benefits are based on the rates set forth in Chapter 78, P.L. 2011.
Out of network cost share for Horizon PPO shall remain 70/30, effective in 2002. Deductible for any single benefit period shall remain $500 for each employee and an additional amount of $1,000 for eligible dependents.

Effective July 1, 2015, the County implemented two (2) additional health benefits plans—a high deductible plan with a health savings account (HSA) and an exclusive provider organization (EPO) plan. Copies of the benefit summaries for each plan are attached hereto as Exhibit A. Employees hired on or after September 1, 2015, shall be required to choose one of these two plans during the first two (2) years of employment. Following the completion of two (2) years of employment and during the next open enrollment period, employees may elect to participate in one of the County’s other plans. All current employees may voluntarily select one of these plans during open enrollment. With regard to the HSA, the County agrees that it will contribute $1,000 towards the deductible for single coverage and $2,000 towards the deductible for family coverage for both current and new employees who elect the HSA.

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 continue 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 reentering 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. In accordance with Resolution No. 2016-930 effective January 1, 2017 the Health Benefit Buyout Option has been eliminated.
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 co-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 Intraanal steroid drugs

c) Clinical Intervention (Statement of medical necessity from MD) Limited to Anti-Narcoleptic Agents, Weight Loss and Anti-epileptic Agents

17.2 The Dental 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. 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 Flex Plan. Employees who opt for any of these coverages shall pay the difference in cost that exceeds the cost of the base plan.

17.2a Eye Care Plan

Effective July 1, 2006, the VSP Eye Care Plan shall be implemented for employees only and the premium paid 100% by the County. Employees may enroll family members at their expense through payroll deduction.
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. 

[Deleted: ]
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:

```
<table>
<thead>
<tr>
<th>Category</th>
<th>County's Subsidy</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single, Under 65</td>
<td>$189.67 per month</td>
</tr>
<tr>
<td>Single, Over 65</td>
<td>$138.39 per month</td>
</tr>
<tr>
<td>H/W Under 65</td>
<td>$540.58 per month</td>
</tr>
<tr>
<td>P/C Retiree</td>
<td></td>
</tr>
<tr>
<td>Family Under 65</td>
<td></td>
</tr>
<tr>
<td>H/W Over 65</td>
<td>$276.77 per month</td>
</tr>
<tr>
<td>H/W Retiree Over 65</td>
<td>$276.77 per month</td>
</tr>
<tr>
<td>H/W Spouse Over 65</td>
<td></td>
</tr>
<tr>
<td>Family Over 65</td>
<td>$442.88 per month</td>
</tr>
<tr>
<td>Family Retiree Over 65</td>
<td>$477.85 per month</td>
</tr>
<tr>
<td>Family Spouse Over 65</td>
<td></td>
</tr>
<tr>
<td>P/C Retiree Over 65</td>
<td>$338.69 per month</td>
</tr>
</tbody>
</table>
```

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 retirees.

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 Horizon Direct Access Health Insurance Plan with the prescription component provided 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.
Tentative Agreement
April 25, 2018

Article 18 Monetary Benefits Miscellaneous

Section 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 supervisor is not scheduled on duty. When the PCC supervisor is on duty, recognizing that PCC’s supervisor’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) twenty-five dollars ($25) for each shift they are assigned as charge.

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

HPAE: ___________________________  Union County: ___________________________
HPAE Local 5112-County of Union (Cornerstone)
Tentative Agreement
October 18, 2018

Article 18, Section 18.4 Charge Nurse Differential

Modify first paragraph as follows:

An employee, full time, part time and/or per diem, who performs the duties of a charge nurse, shall be paid $15.00 per shift or $2.00 per hour for any portion of the shift worked as a charge nurse.

$25.00 per shift or $3.33 per hour

Delete remainder of Section.

FOR HPAE

FOR THE COUNTY

[Signatures]
Tentative Agreement
April 25, 2018

Article 18 Monetary Benefits Miscellaneous

Section 18.7 Education Differential

Revise as follows:

Effective January 1, 2018 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 $.85/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 $1.50/hr worked, added to their regular compensation rate.
3. Full-Time and Part-Time employees with National Certifications will receive additional compensation of $.60/hr worked, added to their regular compensation rate.

Effective January 1, 2019 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 $.95/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 $1.60/hr worked, added to their regular compensation rate.
3. Full-Time and Part-Time employees with National Certifications will receive additional compensation of $.70/hr worked, added to their regular compensation rate.

Effective January 1, 2020 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 $1/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 $1.75/hr worked, added to their regular compensation rate.
3. Full-Time and Part-Time employees with National Certifications will receive additional compensation of $.75/hr worked, added to their regular compensation rate.

HPAE: ___________________________

HPAE Local 5142 County of Union (Cornerstone)

Union County: _______________________

04252018
Tentative Agreement
April 25, 2018

Article 21  Grievance Procedure

Section 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:  Chief Nursing Executive

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 Chief Nursing Executive and/or his/her designee. A hearing on the grievance shall be held between the Director of Nursing Chief Nursing Executive 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 Chief Nursing Executive 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:  Department Director

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 Department Director and/or his/her designee. A hearing on the grievance shall be held between the Administrator Department Director and/or his/her designee and the aggrieved party and the Union’s designated representative(s) within ten (10) working days. The Administrator Department Director 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.

HPAE: [Signature]

Union County: [Signature]

HPAE Local 5112-County of Union (Cornerstone) 04252018
Tentative Agreement
October 18, 2018

Article 17 Benefits

During the term of this 2018-2020 Agreement, the parties agree that Chapter 78 contributions shall be frozen at the rate in effect as of July 1, 2018. The employee’s contribution amount shall not change if the premium increases or if the employee’s salary increase moves him/her into a new range. An employee’s contribution amount may change if he/she changes health plans or changes category coverage, i.e., moves from family to single coverage or single to family coverage, etc.

REMAINDER OF SECTION TO REMAIN THE SAME.

FOR HPAE  FOR THE COUNTY

[Signatures]

[Signatures]
Tentative Agreement
April 25, 2018

Article 18 Monetary Benefits Miscellaneous

Section 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.

<table>
<thead>
<tr>
<th>Year</th>
<th>Full time</th>
<th>Part time</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>$500</td>
<td>$400</td>
</tr>
<tr>
<td>2019</td>
<td>$500</td>
<td>$400</td>
</tr>
<tr>
<td>2020</td>
<td>$500</td>
<td>$400</td>
</tr>
</tbody>
</table>

Employees whose personal items, such as eyeglasses, wedding bands or watches 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. There shall be no compensation for cell phones or other forms of jewelry damaged during the course of patient care.