



# HPAE

Local 5147

Representing Service unit  
at Hudson Regional Hospital

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**Agreement between**

**Health Professionals and Allied Employees**  
*NFT/NFL-CIO*

**and**

**Hudson Regional Hospital**

**January 1, 2021 through December 31, 2023**

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## **AGREEMENT**

This Agreement made on January 31<sup>st</sup>, 2021 by and between NJMHMC, LLC dba Hudson Regional Hospital, hereinafter referred to as the "Hospital" and the Health Professionals and Allied Employees, AFT/AFL-CIO, hereinafter referred to as the "Union".

## **WITNESSETH**

Whereas, it is the intent and purpose of the parties to maintain, promote and improve the industrial and economic relations between the Hospital and its employees and to establish a basic understanding relative to rates of pay, hours of work and other conditions of employment. Now, therefore, the parties hereto mutually agree as follows:

### **ARTICLE 1. UNION RECOGNITION**

#### **Section 1.1**

The Hospital hereby recognizes the Union as the sole and exclusive bargaining agent for the bargaining unit defined in the unit certification issued by the National Labor Relations Board at Hudson Regional Hospital number 22-RC-12527 excluding executives, guards, supervisors, professionals, confidential employees as defined in the National Labor Relations Act, as amended.

#### **Section 1.2**

The collective bargaining unit is defined as follows:

UNIT: All full time, regular part time and per diem service employees including Central Supply Room Technicians, Certified Occupational Therapy Assistants, Cooks, Couriers, Dietary Aides, Dietetic Assistants, Drivers, ECHO Technicians, EEG Technicians, EKG Technicians, Endoscopy Technicians, Environmental Service Aides, Film Librarians, Holter Monitor Technicians, Hostesses, Laboratory Assistants, Lab Charters, Lab Clerks, Linen Aides, Medical Assistants, Nursing Assistants, Nurses Aides, Pain Management Secretaries, Pharmacy Technicians, Physical Therapy Aides, Physical Therapy Assistants, Radiology Clerks, Store Room Receiving Clerks, Switch Board Operators, Transporters, Unit Clerks, and Telemetry Techs employed by the Employer at its Secaucus, New Jersey facility, but excluding from the aforesaid bargaining unit(s) are all office clerical employees, other secretaries, file clerks, registration clerks, discharge clerks, medical transcribers, MD's, technical employees, professional employees, supervisory, confidential, executive and managerial employees, registered nurses, skilled maintenance employees, unpaid volunteers and physicians. Students who are performing their clinicals or whose performance of work with the Employer is part of the educational course of study that such students are pursuing, part-time employees who work a total of one-fifth (1/5) of the regular full-time workweek or less for the job classifications in which they work, and temporary employees as defined herein.

**Section 1.3**

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

**Section 1.4**

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

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

**Section 1.5 Notice of Sale or Merger**

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

**ARTICLE 2. UNION SHOP AND CHECK OFF**

**Section 2.1 Union Membership**

To the extent not inconsistent with the law, employees covered by this Agreement at the time it becomes effective who are members of the union at the time shall be required as condition of continued employment, to continue membership in the Union for the duration of this Agreement. Employees covered by this Agreement who are not members of the Union at the time that this Agreement becomes effective shall be required, to the extent not inconsistent with the law and as a condition of continued employment, to become members of the Union on or after the ninetieth (90<sup>th</sup>) calendar day following the effective date of this Agreement. Employees hired, rehired, reinstated or transferred into a bargaining unit position after the effective date of this Agreement shall be required, to the extent not inconsistent with the law and as condition of employment, to become members of the Union on or after the ninetieth (90<sup>th</sup>) calendar day following the initiation of their employment. An employee who shall tender initiation fees (if not already a member) and periodic dues uniformly required as a condition of acquiring or retaining membership shall be deemed to meet this condition.

**Section 2.2**

To the extent not inconsistent with the law, employees who are required to tender periodic dues (uniformly required as a condition of acquiring or retaining membership) pursuant to Section 1 and fail to do so will not be retained in the bargaining unit by the Hospital. No employee shall be terminated from the bargaining unit under this Article, however, unless he/she has failed to tender delinquent dues within twenty (20) days after written notice from the Union of such delinquency and Hudson is advised of such failure in a written request for removal of the employee from the bargaining unit work. The Union agrees to inform all bargaining unit employees with ten (10) days of ratification of the legal rights of employees concerning payment of dues and initiation fees, and will inform all new bargaining unit employees of such right before the end of each employee's probationary period.

### **Section 2.3 Deduction of Union Dues**

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

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

Notwithstanding the above, the Hospital shall not be obliged to make dues deductions of any kind from any Employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deduction.

### **Section 2.4 Indemnification**

The Union will indemnify and save the Hospital harmless against any and all claims, demands or other forms of liability that may arise out of or by reason of, any action taken or not taken by the Hospital, at the request of the Union, in violation of federal or state law. The Union agrees to comply with N.J.S.A. 56:8-164 (social security numbers) as required by law and further agrees to indemnify and hold Employer harmless in the event that it violates N.J.S.A. 56:8-164.

### **Section 2.5 Lists**

The Hospital agrees to supply the Union with a monthly check-off list that includes employee identification number, names, hourly rate, monthly gross wages, HPAE dues, AFT dues and initiation fee monies deducted. Additionally, a monthly list of all new hires, terminations of employment, employees who have changed their address (provided the employee has notified the hospital) and employees on leave of absence will be supplied to the Union. This

list will contain the following information: Name, employee ID number, address, job title, department, status, hourly rate, date of hire, date of employment termination.

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

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

**Section 2.6 COPE**

Upon receipt of a voluntary, duly authorized check off authorization, the Hospital shall deduct such amount of money authorized by employees for the Union's political action fund called COPE. The amount of money deducted shall be forwarded consistent with the provisions above. It is understood that participation in the Nurse Political Action Fund is strictly voluntary on the part of employees.

**ARTICLE 3. PROBATIONARY PERIOD**

Section 3.1

Full-time, Part-time and Per Diem Registered Nurses shall be on probation for a period of one-hundred twenty (120) calendar days.\*

Section 3.2

The Hospital shall have the right to discharge employees during their probationary period with or without cause, and such discharge shall not be subject to the grievance and arbitration procedures of this Agreement. Upon satisfactory completion of probationary period, employees shall be placed upon the seniority list as of their hiring dates. During the employee's probationary period, he/she shall not be entitled to any benefits under this Agreement.

The Hospital may extend an employee's probationary period for an additional thirty (30) calendar days. The Hospital will notify the Union by email within three (3) business days of any extension.

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

**ARTICLE 4. UNION REPRESENTATION, UNION VISITATION & BULLETIN BOARDS**

**Section 4.1**

The Union shall have the right to designate (2) two primary Union Representatives and (2) two alternate Union Representatives per shift among the bargaining unit employees in the facility covered by the agreement. However, only (1) one union rep per shift will attend union business meetings at the same time.

**Section 4.2**



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

- (1) The investigation and presentation of grievances in accordance with the provisions of the collective bargaining Agreement;
- (2) The collection of dues when authorized by appropriate Local Union officials;
- (3) The transmission of such messages and information, which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information:
  - (a) Have been reduced to writing; or
  - (b) If not reduced to writing, are of a routine nature and do not involve work stoppage, slowdowns, refusals to handle goods, or any other interference with the Hospital's business.

#### **Section 4.3**

The Union Representatives shall not interfere with the operations of the facility or with instructions given by a supervisor in the regular course of his/her duties. The Union Representatives will not engage in any activity on behalf of the Union during their scheduled work time ("work time" does not include lunch or other scheduled breaks). In no circumstances shall any union activities occur in patient care areas, which do not include break rooms and cafeteria.

#### **Section 4.4**

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

#### **Section 4.5 Union Visitation**

The Union will have the right to visit Hospital premises to investigate grievances provided that the Union notifies the Human Resources Department by email; the Union will make best efforts to send such notification twenty-four hours prior to time of the visit and in no case (except emergencies) will provide such notice before the close of business the weekday prior to the day of the visit. Exceptions may be made for emergencies. In no case shall this access interfere with the work of any employee or with a patient care or guest's activities or otherwise disrupt the Employer's operations. In no circumstances shall any union activities occur in patient care areas, which do not include break rooms and cafeteria (for example, not an inclusive list).

#### **Section 4.6 Bulletin Board**

The Union will be provided with a locked bulletin board for the bargaining unit for posting notices. This bulletin board shall be located on the wall next to the cafeteria entrance or another prominent area by mutual agreement. Nothing posted in the bulletin board shall be libelous. The Union agrees to ensure the bulletin board contains up to date information and is kept neat.

#### **Section 4.7 Union Mail Box**

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

#### **Section 4.8 Meeting Space**

The Union will be given access to a conference room every other month to hold meetings. The calendar for the year for these meetings shall be set up each January.

## **ARTICLE 5. SENIORITY**

### **Section 5.1 Definitions**

(a) Seniority is defined as the length of time an employee has been continuously employed in any capacity in the Bargaining Unit by the hospital since December 7, 2010. An employee who moves from one bargaining unit represented by HP AE to another, such employee shall receive 1/3 credit for the time in the prior Bargaining Unit.

In the event that there is a tie of seniority among two or more employees where seniority applies, ties will be broken by pulling names out of a "hat." An evenly sized piece of paper will be placed in the hat folded so that the name is not visible. Once placed in the hat, the slips of paper will be pulled out one at a time by a management representative. The first name pulled out will be credited with the greatest seniority of those tied. Names will be pulled out and each will be assigned seniority in descending order until all papers have been removed from the hat. Such seniority shall apply for the issue at hand. In the event of a layoff, the seniority will remain through the recall period. The Union shall be given sufficient notice for the HP AE President or his/her designee to be present as well as one or more local officers/representatives to observe the process. At least one Union Representative shall be present during this process for it to be valid.

(b) Qualifications:

For purposes of this article, qualifications shall be defined as those stated for the position on the job description.

In cases of filling a vacancy in the event of a layoff, the stated qualifications on the job description will control.

In the event of bumping, an employee may bump if they can be trained for the position within 30 calendar days based on the reasoned judgment of the employer based on the job description for the position.

Seniority will be superseded in the event that an employee based on the reasoned judgement of the employer has special training that cannot be provided within a 30 day period and the lack of such trained employee will result in an inability to provide the same level of service if the less senior employee were to be laidoff.

If an employee with greater seniority than other employees in the department or patient care unit is on training for the position and such employee is not ready to take a full assignment, such employee will be returned to the last position they held prior to the transfer into the position for which they are training assuming they have greater seniority than the employee who backfilled that position. In such event, the employee who backfilled that prior position will be considered the employee to be laidoff and have the rights provided in this agreement.

### **Section 5.2 Accrual**

(a) An Employee's seniority shall commence after the completion of his/her probationary period and shall be retroactive to the date of his/her most recent hire, except those Employees who have been permitted to return to the Hospital's employment within three (3) months after resigning in good standing. They shall have seniority retroactive to their original date of hire.

- (b) Seniority and classification seniority shall accrue during an approved continuous leave of absence as outlined in Article 6 and during an authorized leave pursuant to the Family Medical Leave Act or New Jersey Family Leave Act as outlined in Article 6, provided that the employee returns to work immediately following the expiration of such leave of absence.
- (c) Seniority shall accrue within each job classification (i.e., full-time, part-time and per diem). Full-time employees shall have seniority within their job classifications and also over the seniority of part-time employees and per diems. Part-time employees shall have seniority within their job classification and also over the seniority of per diem employees. Per diem employees shall have seniority only within their job classification.
- (d) Per diem employees who convert to full-time status shall be credited with full-time seniority on the following basis: three years as a per diem will equal one year of full-time seniority. Any employee who moves from part time to full time status shall have his/her years as part time credited "2 for 1" for the purpose of determining seniority.
- (e) When per diem employee changes status to a full-time or part-time position, the insurance benefit eligibility period shall be waived if the employee has worked the equivalent of a .5 position for the six-month period prior to the change. When an employee changes status from part time to full time, classification, area (unit) seniority shall be forfeited for a period of 6 (six) months.

**Section 5.3 Loss of Seniority**

An employee's seniority shall be lost when he/she:

- (a) resigns voluntarily;
- (b) is discharged for cause;
- (c) fails to return to work immediately following the expiration of an approved official leave of absence;
- (d) is laid off for a period of six (6) months or a period exceeding the length of the employee's seniority, whichever is less; or
- (e) fails to return to work on a recall from layoff, within five (5) calendar days after the Hospital has sent notice to him/her to return by certified letter to the last address furnished to the Hospital by the Employee. A change in status to or from per diem shall not constitute a break in service.
- (f) The Hospital shall allow a reasonable delay in the return to work date should the employee have obtained another job, not to exceed two weeks.

**Section 5.4 Application**

- (a) Seniority shall apply in the computation and determination of eligibility for all benefits where length-of-service is a factor pursuant to this Agreement.
- (b) Classification seniority shall apply in layoffs and recalls.

**Section 5.5 Layoff**

A. Except in emergencies, in the event of a layoff within a job classification, the Hospital, prior to layoff will:

1. give the Union and the affected employee(s) ten (10) days notice or ten (10) days pay in lieu thereof at the option of the Hospital;

2. notify the Union, in writing, of all employees affected, their dates of hire, job classifications, classification seniority and seniority; provide the Union with a total listing of all Union members, including dates of hire, classification, classification seniority and seniority;
3. allow seven (7) calendar days from time of receipt of written notification to the Union to meet and attempt to resolve all matters pertaining to the layoff(s).

B. In the event of a layoff within a job classification, probationary employees within that job classification shall be laid off first. Non-probationary Employees shall be the next to be laid off in inverse order of their classification seniority.

C. In the event an employee is scheduled to be laid off in one department and there exists a vacant position in another department that the employee is fully qualified to perform, then seniority shall prevail in assigning such Employees scheduled to be laid off to such vacant jobs.

D. In the event there are no vacancies, an employee has the right to exercise his/her seniority to bump employee with the least seniority in a job classification in which he/she is fully qualified to perform.

#### **Section 5.6 Bumping**

A. In the event of a layoff of an employee, there shall occur a maximum of only one "bump" in the Hospital. The only employee who may be bumped shall be the employee with the least seniority. When determining "least seniority," a full-time employee will bump a less senior full-time employee first, less senior part-time employee if there is no less senior full-time employee to bump, so long as the part time employee being bumped has less seniority pursuant to Section 5.2c, unless the employee seeking to bump has ten (10) years of full time service. For the purposes of this entire provision per diem seniority is not considered. Part-time employees will bump only employees in the part-time status. An employee who is "bumped" shall himself/herself have no bumping rights.

B. A full time employee shall have the option of accepting the lay-off rather than bumping into the part-time position.

#### **Section 5.7 Recall**

A. Whenever a vacancy occurs in a job classification, employees on layoff with classification seniority shall be recalled in accordance with their classification seniority in the reverse order in which they were laid off. If a vacancy occurs in a job classification where no Employee on layoff has classification seniority, then the laid off employee with the most seniority will be recalled if he/she is fully qualified to perform the work, and if not, the employee with the next highest seniority will be eligible for recall, and so on.

B. Probationary employees who have been laid off have no recall rights.

C. A part-time employee on layoff shall have recall rights to a full-time position only if he/she is willing to work the required full-time schedule of hours.

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

### **Section 6.1 Unpaid Leaves**

#### **A. Family Medical Leave Act ("FMLA")**

Employees who become pregnant and give birth or who adopt a child or who need leave due to serious personal illness or the serious illness of a family member will be eligible for Family and Medical Leave ("FMLA") and New Jersey Family Leave ("NJFLA") consistent with the requirements and eligibility under federal and state law. Employees seeking such leave must adhere to notice, documentation and other requirements as required by Hospital policy as long as such requirements are consistent with federal and state law. Employees shall be entitled to a total of 12 weeks of leave in an eligible year as defined under Hospital policy. Employees who are eligible for paid leave under the New Jersey Paid Family Leave Act must use two (2) weeks of vacation/personal days prior to receiving the State benefit.

Nothing in this article is intended to limit the Hospital from extending a leave longer in duration than the one described above at the sole discretion of the Hospital.

Employees on leave under the provisions of this Act will be required to apply all leave time in any category toward the unpaid leave.

#### **B. Military Leave**

The Hospital recognizes and complies with all the terms and conditions of the Uniformed Services Employment and Reemployment Rights Act ("USERRA").

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

#### **C. Education Leave**

Full-time and part-time .5 FTE employees employed for one year or more may apply for educational leave to attend a program that is mutually beneficial to the Hospital and the employee as shall be determined by the Hospital. Such leave shall not exceed one semester or a maximum of six months. The employee shall maintain his/her seniority at the time of the leave but will not accrue additional seniority while on leave. The Hospital will continue to maintain its policy regarding financial assistance for continuing education. If the Hospital modifies this policy it will advise the Union of such prior to any changes.

### **Section 6.2 All Other Leaves**

All regular full-time and part-time .5 FTE or more employees employed for at least one year may be eligible for a leave of absence at the sole discretion of the Hospital. An employee shall not be entitled to earn any paid leave (e.g. vacation, sick) as recognized by this Agreement, but will accrue seniority while on such an approved leave of absence. The maximum allowable leave of absence for a leave fitting the requirements for FMLA will be up to a total of six months without loss of seniority or previous service credit (no additional time or benefits will accrue during such leave). Such employee shall be eligible to bid for any vacant position for which they are qualified. If there are no such vacancies at the time of the end of the leave, the employee

may choose Per Diem status and will work as needed by the employer in the position worked immediately prior to the leave and will maintain such right until the first such position becomes available. An employee who does not choose to work on a Per Diem basis will forfeit their right to return.

**Section 6.3 Paid Leaves.**

**A. Bereavement**

A full-time and part-time employee shall be entitled to up to three (3) days off with pay for time lost from the employee's regularly scheduled work in the event of the death of an employee's parent, spouse, grandparents, brother, sister, child, stepparents, stepchild, mother-in-law or father-in-law. Compensation hereunder shall be provided only for those scheduled workdays that fall between the date of death and the day after the funeral/burial services.

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

The Hospital will not unreasonably deny the use of benefit time or unpaid leave to extend the bereavement leave.

**B. Jury Duty**

Time off will be granted for the duration of an active employee's required jury duty. Employees will receive their regular hourly rate/ salary for time spent on jury duty that also falls on their regularly scheduled days up to 7.5 hours for a two-week period (ten working days). If the employee's jury duty obligations extend beyond a two-week period, the employee will be granted unpaid leave for the duration of the jury duty.

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

*Guidelines*

1. The employee must provide his/ her supervisor with a copy of the Jury Summons as soon as possible, preferably at least four (4) weeks prior to the date they are scheduled to report. The supervisor will forward the summons to the Human Resources Department.
2. The Hospital reserves the right to ask that the employee be impaneled at a later date if the employee's absence will adversely affect the operations of his/ her department.
3. If the employee is excused from jury duty for the entire day or is let out before 12:00pm, the employee must call his/ her immediate supervisor to ascertain if needed

to report to work. If the employee does not call in or report to work as instructed, the employee will not be paid for those hours.

4. The employee is expected to report to work on those days on which no jury duty is scheduled. An employee scheduled for 2nd or 3rd shift will not have to report to work on the day of jury duty service;
  - a. *i.e. If employee is to report to jury duty on a Tuesday at 8:00am the employee would not have to report to work from 12 midnight to 8am that morning of scheduled jury duty day. Similarly, if the employee was scheduled for the 3p.m. to 11 p.m. shift, the employee is not expected to report to work.*
  - b. *If jury duty should be canceled for the next day (Wednesday), the employee is expected to work, whether scheduled for 2<sup>nd</sup> or 3<sup>rd</sup> shift.*
5. The employee must present a record of attendance and jury duty to the Human Resources Department in order for payment of jury duty benefits to be processed. The Hospital, reserves the right to request additional appropriate documentation as to the length and amount of jury duty service.

## **ARTICLE 7. NO STRIKES & LOCKOUTS**

### **Section 7.1**

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

### **Section 7.2**

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

### **Section 7.3**

The Employer shall have the right to maintain for action for damages resulting from the Union's violation of this Article. Any claim by the Employer for damages resulting from any violations of this Article shall not be subject to the grievance and arbitration provision of this Agreement.

While disciplinary action taken against employees for violating this Article or any other provision of this Agreement is subject to the grievance clause hereof, the Employer is entitled to seek injunctive relief against any strike in violation of this Article pending the decision of an arbitrator. Grievances over disciplinary action taken against employees found to have violated this Article shall be limited to the issue of whether or not the employee in question actually engaged in the prohibited activity. If the Arbitrator determines that an employee engaged in activity prohibited under this Article, any disciplinary measures taken by the employer against the employee must be left unmitigated.

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



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

### **Section 8.1**

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

### **Section 8.2**

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

### **Section 8.3**

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

Discharge or suspensions shall be brought directly to Step 2 of the grievance procedure. If a grievance is not submitted within the time limit provided herein, the rights of the grievant and/or the Union shall be considered to have been waived under this article.

### **Section 8.4**

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

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

## **ARTICLE 9. GRIEVANCE AND ARBITRATION**

### **Section 9.1**

For the purpose of this Agreement, a grievance is defined as a dispute arising out of the application or interpretation of any of the provisions of this Agreement and shall be processed in the following manner:

**STEP 1.** Within 10 working days of an event/action leading to a grievance, the grievance shall be presented in writing to the Department Manager or immediate relevant supervisor. The employee having a grievance and/or his/her Union Representative shall arrange a meeting with the employee's immediate relevant supervisor/department director for the purpose of discussing the grievance within the next five days. The supervisor shall provide an answer in writing within ten (10) working days of the meeting. If no response is forthcoming, the Union shall have the right to proceed to Step 2.

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

The Vice President/Sr. Vice President shall meet with the internal Union Representative and Grievant within ten (10) working days of the receipt of the written grievance and will respond in writing within ten (10) working days of the close of the meeting. If no response is forthcoming, the Union has the right to proceed to Step 3.

**STEP 3. Arbitration.** If a grievance is not satisfactorily adjusted during the foregoing Steps, the Union may refer the matter to arbitration within (21) twenty-one calendar days of the receipt of the Hospital's Step 2 answer, by giving notice to the American Arbitration Association in writing of the intent to arbitrate. If the Union fails to refer the grievance to arbitration within (21) twenty-one calendar days of receipt of the Hospital's Step 2 answer, the grievance shall be considered waived under this Article.

**Section 9.2**

All grievances given shall refer to the relevant articles of the collective bargaining agreement.

**Section 9.3**

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

**Section 9.4**

Both parties agree to accept the decision of the arbitrator as final and binding. If either party fails to comply with the award of the arbitrator or the procedures of this Article, either party has the right to take all legal action to enforce compliance.

**Section 9.5**

The arbitrator appointed under the above procedure shall only interpret the provisions of this Agreement and shall have no power to enlarge upon or reduce the obligations of the parties under this Agreement.

**Section 9.6**

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

**Section 9.7**

For the purposes of this Article, "days" when used herein shall exclude Saturdays, Sundays, and holidays, unless preceded by the word "calendar", in which case all days, including Saturdays, Sundays and holidays shall be counted. The day of the occurrence shall not be counted in computing the time limits herein.

**Section 9.8**

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

**Section 9.9**

Arbitrations shall be limited to a single grievance unless the Hospital and the Union mutually agree to the contrary. A single grievance may include multiple issues involving the same set of facts for the same individual.

**ARTICLE 10. VACANCIES**

**Section 10.1**

The Hospital shall post a notice of open bargaining unit positions for five (5) calendar days (exclusive of Saturdays, Sundays and holidays) on the main floor human resources bulletin board. Bargaining unit employees shall be given preference for any vacancy over a new hire if they are qualified to perform the job. Applicants for the position will be considered on the basis of seniority, and ability to perform the job. The Hospital, in making its decision, shall award the position to the most senior employee who is qualified to perform the job in the judgment of management. The hospital shall respond to employees requesting to fill said positions within ten (10) working days of the five (5) day posting period or written request whichever is later.

**Section 10.2**

Where the term "vacancy" "or vacant position" is used in this agreement, it shall mean an open position that the hospital desires to fill. The hospital shall send a copy of all vacant position job postings to the union on a monthly basis.

**Section 10.3**

Following (6) six months of service, employees may apply for posted positions. An Employee who accepts a potential position shall serve a probationary period of (2) two months, which can be extended at the option of the Employer. An employee transferred by his/her own request or by the Hospital for non-performance based reasons, shall have the option within thirty (30) days to request to return to his/her previous position if still vacant. At the discretion of the Hospital, an Employee transferred by his/her request who does not perform to the satisfaction of the Hospital in the new position during the probationary period, shall have the option within (30) thirty days of transfer to request to return to his/her previous position if still vacant.

When (2) two or more members of the bargaining unit request the same vacancy, the Hospital shall award the position based on experience, qualifications, and seniority.

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

### **Section 11.1**

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

### **Section 11.2**

The Hospital and the Union agree that they will not discriminate against or harass any employees because of the employee's race, color, religion, sex, sexual orientation, age, national origin, disability (including Aids and HIV infection), veteran status or ancestry, pregnancy, gender identity or expression, marital status (including Civil Unions), familial status, domestic partnership, atypical heredity cellular or blood trait, genetic information, liability in the United States armed forces or any other characteristic protected by federal, state, or local law. The Hospital will make necessary accommodation to known physical or mental limitations of a qualified employee with a disability unless the accommodation would impose an undue hardship on the operation or any other personal characteristic that is protected by applicable law. The Hospital and the Union also agree that they will not retaliate against any employees who complain of discrimination or harassment or who participate in an investigation regarding discrimination or harassment. Any differences or disputes arising under this Article should be submitted through the Grievance and Arbitration provisions of this Agreement.

## **ARTICLE 12. NOTIFICATION**

**Section 12.1** All correspondence to the Union, with the exception of day to day communications between the hospital and the union and unless otherwise specified herein, shall be addressed to the President of the Union, located at 110 Kinderkamack Road #1B, Emerson, New Jersey, 07630. Such correspondence may also be accomplished by electronic mail addressed to the individual designated by the Union to represent the President of HP AE.

**Section 12.2** Notice to the Employer, unless otherwise specified herein, shall be addressed to the Vice President of Human Resources Department, located at 55 Meadowlands Parkway, Secaucus, New Jersey 07094. Such correspondence may also be accomplished by electronic mail addressed to the Vice President of Human Resources.

## **ARTICLE 13. SEPARABILITY**

If any provision of this Agreement is held to be in violation of any present or future State or Federal law or regulation, it shall be null and void and the remaining provisions of this Agreement shall not be affected thereby, but shall continue in full force and effect.

## **ARTICLE 14. WORK SCHEDULES**

### **Section 14.1**

The Hospital shall post four-week work schedules two (2) weeks prior to the commencement of the schedule period. Requests for time off shall not be unreasonably denied. Once posted, the schedule shall not be changed except by mutual agreement. Arrangements are

to be made by the employee requesting the change forwarded to Department Manager for final approval. The employee requesting the change may use Holiday time, Vacation time, a Personal day or agree to an equal time switch. Changes can be direct switches with equally competent Per Diem. Requests which incur additional overtime costs will be approved at the option of the Employer.

**ARTICLE 15. CLASSIFICATION OF EMPLOYEES**

**Section 15.1**

A full-time employee is defined as an employee who is regularly scheduled to work seventy-five (75) hours per pay period.

**Section 15.2**

A part-time employee is defined as an employee who is regularly scheduled to work less than seventy-five (75) hours per pay period. Only part time employees working thirty-seven and one half (37 ½) hours or more per pay period (.5 FTE) shall be entitled to prorated benefits as outlined in this Agreement.

**Section 15.3**

A per diem employee is an employee who works on an as need basis. Per diem employee are not guaranteed work.

**Section 15.4**

Temporary employees are those employees hired for a specific assignment including but not limited to grants, leaves of absences or special or emergency projects. Such individuals have no rights under this bargaining Agreement including the just cause provision.

**Section 15.5**

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

**ARTICLE 16. HOLIDAYS**

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

New Year's Day	Labor Day
Martin Luther King Jr. Day	Thanksgiving
Memorial Day	Christmas
Independence Day	

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

3. A full time employee required to work the above named holidays shall be paid time and one half of his/her regular pay. In addition, the employee will either receive holiday pay or, an additional day off as scheduled by employee and Department Manager. This will apply for 3 holidays for part time employees.

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

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

6. Holidays must be used thirty days (30) before or within thirty (30) days following the Hospital observed holiday and are not cumulative and compensable thereafter. In the event an employee does not use a paid holiday off for reasons solely of the Hospital, those days are compensable.

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

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

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

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

A) The employer will make every effort to grant an employee's request for a holiday off, assuming that the employees remaining have the full competency to perform the work.

B) If two (2) or more employees from the same unit and shift request the same day to be scheduled as holiday time and staffing permits limited absences, the employee having worked that holiday the previous year shall be granted the holiday

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

## **ARTICLE 17. HOURS AND OVERTIME**

### **A. Hours Meal Periods and Breaks**

#### **Section 17.1**

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

#### **Section 17.2**

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

#### **Section 17.3**

Part time Service employees who are regularly scheduled to work shifts greater than four hours but less than eight shall be entitled to one fifteen minute break for the day. Service employees will not receive additional wages when paid rest periods are not taken. No rest period may be taken during the first two hours of any shift.

#### **Section 17.4**

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

Management shall provide all employees a break room on or near the Unit. Said room shall have a lock, a refrigerator, a microwave, lockers for storage, running water and a working sink.

#### **Section 17.5**

All break periods are scheduled at the discretion of the Department.

#### **Section 17.6**

All employees in Environmental Services shall be granted a reasonable period of time not to exceed 15 minutes for clean-up prior to the end of their shift.

#### **Section 17.7**

Employees currently enjoying every weekend off shall continue to enjoy such days off unless the employee transfers to a new position requiring weekend work. The Hospital will endeavor not to change the weekend work requirement of those employees currently working weekends. If it becomes necessary to change the weekend work requirement of the employees, the Hospital shall first seek volunteers to fill the need. If there are insufficient volunteers the Hospital will meet with the employees involved and the Union, upon request, to discuss the need for the change. The affected employees shall be given (4) four weeks' notice of any change.

#### **Section 17.8**

Employees who call off on a weekend shift(s) will be required to work an additional weekend shift(s). The employer shall make reasonable efforts to reschedule on a mutually agreeable date. If there is a failure to reach a mutually agreeable make-up date, scheduling shall then be at the discretion of the employer. The only exception to this rule is that the Hospital will not require an Employee who has been out on FMLA leave as outlined in this Agreement to make up weekends scheduled during such absence.

**Section 17.9**

A weekend for the purposes of this section is defined as two (2) days, Saturday and Sunday, beginning at 7 AM on Saturday and ending at 11 PM on Sunday, except for the 11 PM — 7 AM shift where the weekend will be defined as a Friday and Saturday beginning at 11 PM on Friday and ending at 7 AM Sunday.

**B. Overtime**

**Section 1.**

- a. The workweek shall consist of any five (5) days within a seven (7) day period beginning in Sunday and ending on Saturday. The Hospital shall have the right to require employees to work overtime subject to state law. All time worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at the rate of time and one-half the straight time rate of pay providing that there is no sick call within that pay period.
- b. If there is a sick call within the pay period, overtime will be paid for hours worked in excess of 40 in a week only. Any overtime incurred would automatically revert to straight time.
- c. Notwithstanding the above, daily overtime will only be paid if an employee works 2.5 hours or more after his/her 8, 10 or 12 hour shift in which case all of the hours in excess of his/her scheduled shift will then be paid at an overtime rate. In addition, daily overtime will not be paid if the hospital and the employee mutually agreed upon an additional 4, 8, or 12 hour shift at a straight time rate.

**Section 2.**

All overtime or extra hours worked must have prior supervisory approval. The employee will be responsible to notify his/her supervisor directly either in person or on the telephone in advance of any unanticipated overtime or extra hours. Employees who work unauthorized overtime shall be subject to disciplinary action up to and including termination.

**Section 3.**

For purposes of this section, work time will include, holidays as recognized by this Agreement that employees do not work. All other paid and unpaid absences shall not be considered as time worked.

**Section 4.**

The Hospital will assign "on-call" duty and required prescheduled overtime among fully qualified Employees in inverse classification seniority order.



**Section 5.**

Employees shall be required to work overtime when necessary for the proper administration of the Hospital however, the Hospital agrees to comply with the provisions of the New Jersey state law regarding mandatory overtime for those employees who are explicitly covered by this statute.

**Section 6.**

There shall be no pyramiding of overtime.

**ARTICLE 18 - WAGES and LONGEVITY**

**Section 18.1**

Wages shall be paid Bi-Weekly by check or direct deposit. Direct Deposit was made available effective March 8, 2018 and will be continued for the term of this agreement.

**Section 18.2**

The payroll period begins at the end of the second shift (11:00 p.m.) on Saturday and concludes two (2) weeks later at the beginning of the third shift (11:00 p.m.) on Saturday.

**Section 18.3**

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

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

**Wage Scale**

A.) Wages

- 1) Effective (retro-active) January 1, 2021, all full time, part time and per diem employees shall receive a 2.0% increase in their base hourly rate, which shall be applied to the minimum wage scale.
- 2) Effective January 1, 2022, all full time, part time and per diem employees shall receive a 2.2% increase in their base hourly rate, which shall be applied to the minimum wage scale.
  - a) Effective January 1, 2022 all employees with ten (10) or more years of service shall have an additional fifty (50) cents per hour added to their base rate.
- 3) Effective January 1, 2023, all full time, part time and per diem employees shall

receive a 2.4% increase in their base hourly rate, which shall be applied to the minimum wage scale.

B.) No newly hired service unit employee shall be paid more than an existing employee with equal or greater experience.

Full and Part Time Rates

Job Description	1/1/2021	1/1/2022	1/1/2023
Anesthesia Tech	\$ 22.35	\$22.84	\$23.39
Anesthesia Tech Certified	\$29.13	\$29.77	\$30.49
Asst Cert Occ Therapist	\$29.56	\$30.22	\$30.94
Central Supply Tech			
1-3 Years	\$18.73	\$19.14	\$19.60
4-6 Years	\$19.77	\$20.20	\$20.69
7+ Years	\$20.81	\$21.27	\$21.78
Clerk, PD- Pulmonary Unit, Unit Clerk, Unit Sec	\$14.80	\$15.13	\$15.49
Clerk, Pulmonary Unit, Unit Clerk, Unit Sec	\$17.11	\$17.49	\$17.91
Cook	\$17.81	\$18.20	\$18.63
Courier	\$20.11	\$20.55	\$21.05
Dietary Aide	\$13.06	\$13.35	\$14.00
Dietary Assistant	\$13.06	\$13.35	\$14.00
Dietary Hostess/Host	\$22.04	\$22.52	\$23.06
Dietic Assistant	\$19.13	\$19.55	\$20.02
Driver	\$27.05	\$27.65	\$28.31
ECHO Tech	-	-	-
EEG Tech	\$22.40	\$22.89	\$23.44
Endo Tech	\$19.54	\$19.97	\$20.44
Env Service 1	\$13.06	\$13.35	\$14.00
Env Service Aide 2	\$13.72	\$14.02	\$14.35
Equipment Tech	\$15.92	\$16.27	\$16.66
Lab Assistant/Charter	\$15.37	\$15.71	\$16.08
Lead Switchboard Op	\$16.54	\$16.91	\$17.31
Lead Env Svc	\$16.83	\$17.20	\$17.61
Liberian, Film	\$13.06	\$13.35	\$14.00
Linen Room Tech	\$15.15	\$15.49	\$15.86
Medical Assistant	\$17.45	\$17.83	\$18.26
Nurse Aide 2	\$15.79	\$16.14	\$16.53
Nurse Aide/Pulmonary	\$15.02	\$15.35	\$15.72

Per Diem Rates

1/1/2021	1/1/2022	1/1/2023
-	-	-
-	-	-
-	-	-
\$22.44	\$22.93	\$23.48
-	-	-
-	-	-
-	-	-
-	-	-
\$13.26	\$13.55	\$13.88
-	-	-
-	-	-
-	-	-
\$30.60	\$31.27	\$32.02
\$22.40	\$22.89	\$23.44
-	-	-
\$13.92	\$14.23	\$14.57
\$13.92	\$14.23	\$14.57
\$16.24	\$16.60	\$16.99
\$17.34	\$17.72	\$18.15
-	-	-
-	-	-
-	-	-
-	-	-
\$16.11	\$16.46	\$16.86
\$16.11	\$16.46	\$16.86

Pharm Tech	\$16.11	\$16.46	\$16.86
Certified Pharm Tech	\$18.15	\$18.55	\$18.99
Rehab Aide	\$13.46	\$13.75	\$14.08
Store Room Clerk	\$13.61	\$13.91	\$14.24
Surgical Aide	\$13.52	\$13.82	\$14.15
Switchboard Op	\$13.65	\$13.95	\$14.29
Telemetry Tech	\$15.92	\$16.27	\$16.66
Telemetry Tech - Lead	\$18.04	\$18.44	\$18.88
Transporter	\$13.06	\$13.35	\$14.00

\$16.43	\$16.79	\$17.20
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
\$16.24	\$16.60	\$16.99
-	-	-
-	-	-

\*Additional \$1.00/hour when carrying pager

**ARTICLE 19. UNIFORMS AND DIFFERENTIALS**

**Section 19.1 Uniforms**

The Hospital shall provide and maintain any uniforms which it requires the Employees to wear, except as follows:

- (a) Full-time Employees who are required to wear uniforms that are not provided by the Hospital shall receive a maximum uniform reimbursement according to the following schedule, to be paid on their anniversary date each year:

Full Uniform \$175.00  
 Partial Uniform \$100.00

- (b) Part-time .5 FTE employees and above who are required to wear uniforms that are not provided by the Hospital shall receive a maximum uniform reimbursement according to the following schedule, to be paid on their anniversary date each year:

Full Uniform \$100.00  
 Partial Uniform \$50.00

The Hospital reserves the right to select the color of the uniforms to be worn in each department.

**Section 19.2 Shift Differential**

Effective January 1, 2021, Full Time, Part Time and per diem employees whose hours of work fall within the premium shift times of 3:00 p.m. to 11:00 p.m. or 11:00 p.m. to 7:00 a.m. will be paid shift differentials as follows:

Evenings: 3:00 PM to 11:00 PM -- \$1.00 per hour  
 Nights: 11:00 PM to 7:00 AM -- \$1.00 per hour

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

**Section 19.3 Weekend Differential**

A weekend differential of \$0.50 per hour will be paid to all Full Time and Part Time employees who work from 11:00 PM Friday to 11:00 PM on Sunday.

Effective January 1, 2023 the weekend differential shall be increased to \$1.00 per hour paid to all Full Time and Part Time employees who work from 11:00 PM Friday to 11:00 PM on Sunday.

**ARTICLE 20. MANAGEMENT RIGHTS**

**Section 20.1**

Except as expressly limited by specific language in this Agreement, management retains the right to exercise all power, prerogatives, rights and functions customarily retained by management. The Hospital retains the sole and exclusive rights to manage, direct and control its property and workforce; to conduct its business and manage its business affairs; to direct its employees, to hire, to assign work, to transfer, to promote, to demote, to layoff, to recall, to evaluate performance, to determine qualifications, to discipline, to discharge, to unilaterally adopt and enforce rules and regulations and to establish and to effectuate policies and procedures, to establish and enforce dress codes, to set standards of performance, and to determine the number of employees, the duties to be performed, and the hours and locations of work, including overtime; to determine, establish, promulgate, amend and enforce personal conduct rules, safety rules and work rules; to determine the number of employees assigned to any shift, unit, operation or job; to determine if and when positions will be filled; to establish, change or abolish positions, to discontinue any function; to create any new service or function; to discontinue or reorganize or combine any department, branch, or unit of operations with any consequent reduction or other changes in the work force; to make any technological changes; to install or remove any equipment, regardless of whether any of the foregoing or any other such actions cause reductions or transfers in the workforce, or whether such action requires an assignment of additional, fewer, or different duties, or causes the elimination or addition of positions; to subcontract, contract or transfer out any or all work; to either temporarily or permanently close all or any portion of its facility and/or to relocate such facility or operation. The rights expressly reserved by this Article are merely illustrations of and are not inclusive of all the rights retained by the Hospital. All other rights are also expressly reserved to Hospital unless such other rights are abrogated by a clear and express provision of this Agreement.

**Section 20.2**

The Employer shall have the right to unilaterally establish, maintain, modify and enforce a reasonable drug/alcohol testing policy, a reasonable attendance/tardiness control policy (such policy will not be reasonable if it requires employees to provide medical providers notes for all instances where the employee is absent less than three days), and any

other reasonable rules or regulations necessary for the conduct of its business.

**Section 20.3**

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

**Section 20.4**

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

**Section 20.5**

It is recognized that the hospital has the right to create new jobs and change existing jobs. When the employer creates a new job, or changes an existing job in such a manner that there has been a substantial and significant change in the level of skill and responsibilities required for the job, the employer will meet with the Union to discuss the changes and negotiate a rate for the job (if requested by the Union). If no agreement is reached, the employer may set the rate. The union shall have the right to challenge the rate in arbitration in accordance with the grievance procedure. In order to prevail, the Union must demonstrate that the employer has been arbitrary in setting the rate.

**Section 20.6**

The Employer will endeavor to assign available work to bargaining unit employees provided, however, that the Employer reserves its right to subcontract consistent with past practice.

**Section 20.7**

The Union, on behalf of the Employees, agrees to cooperate with the Hospital to attain and maintain full efficiency and maximum patient care.

**ARTICLE 21 INSURANCE**

**Section 21.1 Medical Insurance.**

Subject to the premium share and other provisions and qualifiers set forth in this Article, the Employer shall provide a Medical Benefits Plan (Cigna PPO Choice Fund) as outlined in the Summary Plan Description provided to the Union on December 1, 2020 for all eligible employees and their eligible dependents. All co-pays, office visit charges, deductibles, out of network fees and prescription drug co-pays shall be the sole responsibility of the employee or his/her dependent. Copies of the Summary Plan Description, which more fully sets forth the plan provisions, are available from the Office of Human Resources.

Full-time employees and part-time employees who work thirty-seven and one-half hours per pay period shall be eligible to enroll in the Hospital's Medical Insurance Program. Employee's payroll contributions in effect on the date of ratification of this agreement shall not change during the term of this agreement.

The Employer has the right to make changes in the insurance program, including changes in benefits, carriers, or third-party administrators at any time. The Employer will provide the Union with ninety (90) days' notice of its intent to make changes in insurance programs and will, upon request, meet with the Union to discuss these changes. In any case, the Employer will maintain benefits at substantially comparable levels with the understanding that "comparable" does not mean "identical".

The parties will meet on an annual basis to revisit the plan for possible amendment.

**Section 21.2 Dental Insurance**

The Employer shall make available its group Dental Plan to all eligible full-time employees and part-time employees who work (37 1/2) thirty-seven and one-half hours per pay period covered by this Agreement. Employees will be required to contribute toward participation in the plan at the same percentage level as of the signing of this agreement in accordance with the attached schedule.

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

**Section 21.3 Group Life Insurance**

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

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

**Section 21.4 Disability & Workers' Compensation**

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

HRH will supplement employees' short term Disability payments with their available accrued Sick Time and applicable accrued personal and vacation time. Employees have the option of applying their vacation and personal time at their choice. HRH will develop a policy that will detail this process.

**Section 21.5 Disputes**

In the event any dispute involving any claim for benefits under any of the programs arises, such dispute will not be subject to the grievance and arbitration provisions of this

agreement, but will be subject only to the claims provision in the applicable plan documents and the terms and conditions contained in such documents will be solely and exclusively controlling. The Hospital offers no retiree health, life or other plans for retirees.

**ARTICLE 22. LABOR-MANAGEMENT COMMITTEE**

A labor-management committee composed of three (3) representatives selected by the Hospital but must include representatives of all bargaining units, and five (5) representatives selected by the Union shall be formed. The Union shall make its best efforts to ensure that the committee is representative of all departments at HRH. The Union also agrees that it may constitute a hardship to release more than one

employee per department, per shift. However, there may arise circumstances that necessitate multiple employees from the same department attend the same Labor-Management meeting. In such cases, management will not unreasonably deny their attendance. The committee shall meet bi-monthly. In the event an emergency prevents the meeting from occurring on that day, the committee will make every attempt to reconvene that month. Employees on duty will be released to attend such meetings without loss of pay, barring valid staffing conflicts. Such working time spent in attendance shall not be considered time worked for the purpose of calculating overtime. The Hospital president and the Union president shall be considered ex-officio members of the committee.

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



## **ARTICLE 23. HEALTH AND SAFETY**

### **Section 23.1**

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

### **Section 23.2**

No employee shall be expected to perform work that is dangerous to their personal safety and health beyond those dangers that are inherent within the job title. The Hospital shall provide protective equipment and/or protective clothing as may be required by applicable regulations and laws, or policies of the Employer.

### **Section 23.3**

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

### **Section 23.4**

The parties acknowledge that security cameras have been installed throughout the facility for the purpose of maintaining the safety and security of employees, patients and visitors. The employer will provide notice to all current and future new hire employees of the location of all security cameras in their usual work areas.

## **ARTICLE 24. UNION BUSINESS DAYS**

### **Section 24.1**

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

### **Section 24.2**

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

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

## **ARTICLE 25 . TUITION REIMBURSEMENT**

### **Section 25.1**

Financial assistance will only be provided for degree courses of study which are directly related to the employee's job or a job to which the employee could reasonably be promoted. Coursework leading to national certification must apply to the position currently held and be beyond that which is required as a minimum qualification for employment.

**Section 25.2**

Participation in the tuition reimbursement program must be approved by Human Resources at least two (2) weeks before starting any course of study.

**Section 25.3**

Full-time employees who have completed six (6) months of service may apply for tuition reimbursement.

**Section 25.4**

Part-time employees who work more than 37.5 hours per pay period also may apply after six (6) months of service.

**Section 25.5**

Employees must be in active employment in order to obtain approval for tuition reimbursement.

**Section 25.6**

Reimbursement will be for direct tuition costs only. Books, fees and other charges will not be reimbursed.

**Section 25.7**

Except as specified in a collective bargaining agreement, employees are eligible for reimbursement as follows:

- a.) Full-time employees will be compensated to (100%) one hundred percent of the tuition costs up to a maximum of two thousand dollars (\$2000) per calendar year for an approved non- degree course(s) and/or degree-related courses which are completed with a grade "C" or better.
- b.) Part-time employees will be compensated up to (\$1000) one thousand dollars for degree or approved non-degree courses which are completed with a grade of "C" or better.

**Section 25.8**

To be eligible for reimbursement, the employee must remain in the same active status (full-time, part-time) as when they applied. Per Diem employees are not eligible for this benefit.

**Section 25.9**

Based on the most recent tuition reimbursement paid to a qualified employee, regardless of the amount paid, the employee must work for the hospital, for a minimum of twelve (12) months following receipt of the reimbursement. If employee resigns or is terminated for cause before the service payback period obligation is met, the employee will be required to repay the hospital, all tuition reimbursement amounts received that calendar year based on the following prorated criteria:

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

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

**ARTICLE 26. SICK LEAVE**

**Section 26.1**

All regularly scheduled full-time employees shall be entitled to 75 hours per year to be used in the event of a personal illness or injury. All regularly scheduled part-time .5 FTE or more employees are entitled to prorated sick time based on FTE status. The maximum accrual of sick time is 300 hours, including the days earned or to be earned in the current sick leave year. Sick leave can only be taken after it is earned and accrued pay.

Commented [cc1]:

**Section 26.2**

Sick time is earned from the date of hire but may not be taken until after the completion of the probationary period. Pay for any day of sick leave shall be at the Employee's regular rate of pay.

**Section 26.3**

To be eligible for benefits under this article, an employee who is absent due to illness or injury must notify his/her supervisor at least two (2) hours before the start of his/her regularly scheduled shift. An employee on the night shift who is absent due to illness or injury must notify his/her supervisor at least (2) two hours before the start of his/her regularly scheduled workday. The Hospital may require proof of illness.

**Section 26.4**

Employees who have been on sick leave may be required to be examined by the Hospital's health service before being permitted to return to work.

**Section 26.5**

Sickness occurring during a regularly scheduled holiday, vacation or leave of absence will not be paid as sick leave. If illness prevails beyond a regularly scheduled holiday or vacation,

sick benefits will apply to the extent earned and approved. Sick leave does not accrue on the following: unpaid leave of absence including disability, workers' compensation leave, or for time scheduled but not paid because of unpaid absence or disciplinary suspension.

**Section 26.6**

Employees who do not work their scheduled weekend must make up the time within six (6) months. The employer shall make reasonable efforts to reschedule on a mutually agreeable time. If there is a failure to reach a mutually agreeable make-up date, scheduling will be at the discretion of the employer.

**Section 26.7**

The Employer agrees to abide by all provisions of the NJ Earned Sick Leave Act. Forty hours of each employee's sick time can be used for the expanded purposes laid out by the Act. In addition, in accordance with the Act, use of those days (as per the Act) shall not be subject to the disciplinary process.

**ARTICLE 27. VACATIONS**

**Section 27.1** All full-time and part-time .5 FTE or more employees on a pro-rated basis shall be entitled to accrued vacations each year with pay as follows:

Period of Continuous Employment	Amount of Paid Vacation
1 - 3 years	2 weeks (10 days)
4 -7 years	3 weeks (15 days)
8 or more years	4 weeks (20 days)

Vacation can only be taken after it is earned, accrued and approved.

**Section 27.2** Eligible employees begin to accrue vacation on the date of hire. However, vacation cannot be utilized until an employee is employed with the Hospital for six months. Upon completion of six (6) months service, one-half of the employee's annual allotment may be requested. The remainder may only be requested after it is earned and accrued.

**Section 27.3**

(a) The Hospital shall have the right to schedule the time when vacations are taken and the number of employees and the amount of vacation that can be taken at one time and no employee may take a vacation other than as authorized by the Hospital. Vacations cannot be taken between December 20 and January 4. An employee may take no more than two (2) weeks' vacation during the months of June, July and August. When two or more employees are requesting the same time in the same unit, the Hospital may limit the vacation entitlement to two weeks. Where there is a conflict in choice of vacation time among employees, classification seniority shall prevail. During the term of this contract, employees who were denied a second week of vacation in summer 2020 shall be entitled to take that extra week in Summer 2021 or Summer 2022 and/or Summer 2023. The extra week need not be consecutive days and can be spread out over the three year period so as not to create a staffing shortage over the Summer.

(b) The Hospital shall make reasonable efforts to grant vacation requests. If a request is denied the reason for the denial shall be provided in writing, no later than (7) seven days after

the request was submitted, except for vacation requests for summer months, which must be submitted by April 1<sup>st</sup> and approved by April 30<sup>th</sup> each year.

**Section 27.4**

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

**Section 27.5**

The qualifying date for computing an employee's entitlement to vacation with pay shall be the employee's anniversary of his/her date of hire.

**Section 27.6**

No part of an employee's scheduled vacation may be charged to sick leave, unless an employee is hospitalized during their scheduled vacation in which case the employee shall be permitted to convert the vacation days into sick days for only those days that the employee was admitted into the hospital.

**Section 27.7**

Upon request, an Employee shall be paid his/her vacation pay before starting his/her vacation, provided such vacation is scheduled at least four (4) weeks in advance. An employee may request that the Hospital defer vacation pay.

**Section 27.8**

Hours of vacation pay, as defined above, for each week of vacation to which an Employee may be entitled shall be computed on the basis of the employee's current employment status. Pay for vacation shall be at the employee's regular rate of pay.

**Section 27.9**

Vacation does not accrue on the following: unpaid leave of absence including disability, workers' compensation leave, or for time scheduled but not paid because of unpaid absence or disciplinary suspension.

**ARTICLE 28. PERSONAL DAYS**

**Section 28.1**

All regularly schedule full-time employees are entitled to four (4) personal days per calendar year. Personal Day 1 and 2 must be taken by June 30th of the calendar year. Personal days 3 and 4 must be taken between July 1 and December 15 of the calendar year.

**Section 28.2**

All regularly scheduled part-time employees .5 FTE or more, are entitled totwo (2) pro-rated personal days. Personal Day one must be taken by June 1<sup>st</sup> of the calendar year. Personal Day two must be taken by December 15<sup>th</sup> of the calendar year in which it was earned.

**Section 28.3**

Pay for personal days shall be at the employee's current employment status and regular rate of pay.

**Section 28.4**

Personal Day requests must be submitted at least one (1) week in advance and be approved by the Hospital. Two personal days may be used by either full-time or part-time employees for emergency purposes provided the employee speaks with his/her supervisor 2 hours prior to start of shift. Personal Days do not accrue on the following: any paid or unpaid leave of absence including sick, disability, workers' compensation leave, or for time scheduled but not paid because of unpaid absence or disciplinary suspension.

**Section 28.5**

Personal days shall be taken each year and may not be accrued from year to year, and employees will not be compensated for personal days not taken. The only exception to this section is if the Hospital denies the requested day(s) due to staffing/operational needs and the day(s) cannot be rescheduled. In such a case that occurs between January 1st and June 30th, the employee will be permitted to carry over 1 personal day to be used by December 15th, of the same calendar year. In such a case that occurs between July 1st and December 15th, the employee will be permitted to carry over 1 personal day, into the next calendar year to be used by March 31st. If such carry over days are not used within these timeframes, the day will be lost and the employee will not be compensated for such day.

**ARTICLE 29. PENSION**

**Section 29.1**

Section 1 401(k) Plan: During the term of this Agreement, regular full-time and part time employees shall be covered by a 401(k) Plan established by the Employer. A general description of the Plan is contained in the summary plan description to be made available to eligible employees.

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

Beginning in February 2019, and no later than February 1 each subsequent year, the employer will deposit an employer contribution equal to 2% of each eligible employee's prior year wages as follows:

- 1) Full time employee's total annual base wages with a cap of \$1,000 per employee for the prior year;
- 2) Part time employee's total annual base wages with a cap of \$500 for the prior year.

**ARTICLE 30. CNA Flexing**

1. It is understood that, from time to time, the Hospital may need to reduce the staff on a given shift due to a reduction of census, volume or workload. When flexing nursing assistants, the following procedure will be followed:

- a. Cancel all agency staff in the classification;
- b. Cancel scheduled overtime in the classification;
- c. Cancel per diem personnel in the classification;
- d. As for regular staff to volunteer to flex in the classification;
- e. If regular staff needs to be cancelled after the above has been exhausted, the flexing will be rotated equitably amongst all hospital units and then on the unit shall be accomplished in reverse seniority on a rotating basis.

2. An employee who is "flexed" is required to utilize paid time off, unless employee has less than two (2) weeks in their bank.

3. Employees will accrue benefits for the full shift if they are "flexed" mid-shift.

4. HRH will make an effort to contact an employee at his or her designated telephone number on the record who is to be "flexed" two (2) hours prior to the start of their shift. If the employee is cancelled after reporting to work, and no attempt was made by HRH to contact the employee by telephone, the employee will be provided at least two (2) hours of pay or work.

**ARTICLE 31. PERSONNEL FILES**

**Section 31.1**

After making an appointment with Human Resources, at a mutually convenient time, an employee shall have the right to examine the following information contained in his personnel file during business hours, and in the presence of a Human Resources representative:

- (a) Disciplinary records;
- (b) Performance evaluations;
- (c) Letters of commendation; and

**Section 31.2**

Employees may provide a written statement which shall be included in their personnel file if they disagree with any of the materials reviewed.

**Section 31.3**

Employees may Photostat copies of documents in the personnel file at a cost of five cents (\$0.05) per page provided that such documents had not previously received a copy of or had the opportunity to previously receive.

## **ARTICLE 32. RESIGNATION**

### **Section 32.1**

An employee who resigns shall give the Hospital advance notice equal to his/her original annual vacation entitlement. This notice period must be worked.

### **Section 32.2**

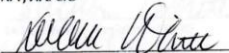
An employee who gives notice of resignation, as provided above, or who is laid off under this Agreement, shall be entitled to receive payment for unused vacation, personal and holiday time accrued on the effective date of the resignation or layoff. An employee shall not be entitled to such payment if notice is not given as provided above or if the employee does not work through the end of the notice period (unless at the request of the Hospital), or if an employee resigns during the first six months of employment.




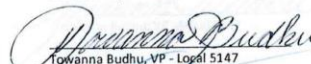
ARTICLE 33. TERMINATION

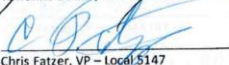
This agreement shall remain in full force and effect until December 31<sup>st</sup>, 2023

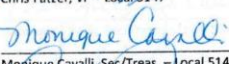
Health Professionals and Allied Employees,  
AFT, AFL-CIO

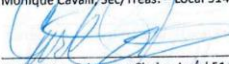
  
Debbie White, President of HPAAE

  
Diane Smith, President - Local 5147

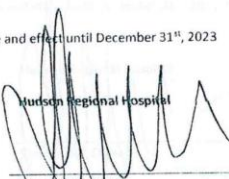
  
Towanna Budhu, VP - Local 5147

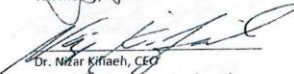
  
Chris Fatzer, VP - Local 5147

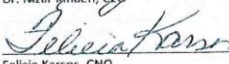
  
Monique Cavalli, Sec/Treas. - Local 5147

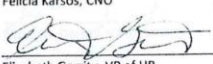
  
Curtis Jeter, Grievance Chair - Local 5147

  
Debbie O'Neill, Negotiating Committee

Murson Regional Hospital  
  
Yan Moshy, Owner

  
Dr. Mizer Kiffaeth, CEO

  
Felicia Karsos, CNO

  
Elizabeth Garrity, VP of HR

**SIDE LETTER #1**  
**Letter of Understanding: Staffing**

HRH and HPAE support the goal of optimizing nurse to patient staffing ratio levels as well as safe staffing throughout the facility. A number of factors must be considered when patient and other assignments are made, including but not limited to the complexity of the patient and their individual needs. Other considerations include the competency and experience of the staff.

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

The Hospital shall abide by all applicable staffing guidelines promulgated by the New Jersey Department of Health and Senior Service (NJ DOHSS) and any accreditation organization used by the hospital.

The Hospital and Union agree to form a single committee to make staffing ratio recommendations. The committee will be comprised of: the Chief Nursing Officer and two to four (2 to 4) additional members of the Administration. The Union shall select a minimum of one representative for each bargaining unit and no more than five total. Each party will designate one permanent alternate member. When staffing for a particular department is on the agenda, the Union may invite a member who works in that department to participate and Management may invite the Department Director. The committee will meet monthly. All designated committee members will be released from work with pay to attend the meeting.

The staffing committee shall:

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

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

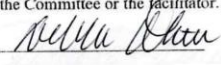
Both parties acknowledge the information reviewed in these committee meetings may be of a sensitive nature and will not be used for any purpose beyond submission of a report to hospital administration. In addition, all applicable standards related to patient confidentiality will apply. Minutes of each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

No later than six months following ratification of the agreement, the Committee shall issue a report to Hospital Administration with recommended staffing ratios for all appropriate departments and units. Hospital Administration will respond in writing in a reasonable amount of

time, but in no event later than 45 days from the submission of the Report, unless otherwise agreed to by the Committee. The Hospital shall have six months to implement the Committee's recommendations. Staffing ratios will be tracked on a monthly basis.

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

The Hospital is not required to use agency nurses to meet staffing ratios proposed by the Committee. This agreement to adopt staffing ratios shall not be the subject of the grievance and arbitration clause of the contract, nor shall it be used to enforce staffing ratios recommended by the Committee or the facilitator.



HPAE

7/29/21

Date



HRH

7/2/21

Date

Side Letter #2

Scrubs

If an employee is in need of a second set of scrubs during their shift (e.g. due to soiling or damage) they are to contact the supervisor who will have access to additional scrubs at all times.

Debra White

HPAE

7/29/21

Date

[Signature]

HRH

7/29/21

Date

[Faint Signature]

HPAE

7/29/21

Date

[Faint Signature]

HRH

[Faint Date]

Date

Side Letter #3 - PANDEMIC SIDE LETTER

Pandemic and State of Emergency Language

At the start of any Pandemic or State of Emergency, the parties agree to establish a Special Labor Management Committee. This committee shall meet at least once a week, either face to face, phone, video conferencing or other mutually agreed to process. Understanding that information is important for the Union to make decisions, the Employer shall cooperate with the union regarding any information it determines it needs to make informed decisions with regards to issues that arise during a pandemic or state of emergency and the Union shall cooperate with the employer. The Union understands that the employer's resources may be strained during these crises and will exercise reasonable restraint when asking for information.

These meetings will also be used to discuss all plans of PPE, staffing, protocols, and contract language. Direct communication between management and the Union is critical during these situations.

Any use of employees outside of their home unit or scope of practice will be mutually agreed to and in writing between union and management. Due to the emergency situation and time constraints, the union will be notified as soon as possible.

Proper training will be offered to all employees regarding safe and proper use of PPE, cleaning, and reuse of PPE when required, and FIT testing will be provided.

The local union officers will have access to the command center, in person, at any time for any questions or concerns that arise during a pandemic or prolonged state of emergency.

In addition, HRH agrees that (for the life of this contract) that any employee who wishes to get tested for COVID19 may do so, free of charge, at HRH when the employee has been exposed to a confirmed COVID19 positive patient or co-worker.

In the event an employee tests positive for Coronavirus, the Employer shall notify all employees who have come into contact with that individual that they may have been exposed.



HPAE

7/29/21

Date



HRH

7/7/21

Date

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