



HPAE

Local 5185

Representing all full-time, regular part-time and per diem
Registered nurses, professional employees, technical employees,
service employees and business office clerical employees at

Bayonne Medical Center

Agreement between

Health Professionals and Allied Employees
AFT/AFL-CIO

and

Bayonne Medical Center

July 1, 2021 through June 30, 2024

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AGREEMENT

This Agreement made as of the 1st day of July 2021, by and between Bayonne Medical Center, (herein after referred to as the "Medical Center") and the HEALTH PROFESSIONALS AND ALLIED EMPLOYEES, AFT/ AFL-CIO, (hereinafter referred to as the "Union").

PURPOSE AND INTENT

It is the intent of the parties to set forth their agreement with respect to wages, hours and conditions of employment.

ARTICLE 1. UNION RECOGNITION

The Medical Center and Union agree to a coordinated collective bargaining agreement as per Appendix J.

1.1 Bargaining Units

- A. The Medical Center hereby recognizes the Union as the sole and exclusive bargaining agent pursuant to the certification of the National Labor Relations Board (22-RC-11808) for the bargaining unit of all full-time and regular part-time registered nurses employed by Bayonne Medical Center at its 29th Street at Avenue E, Bayonne location (including offsite facilities in Bayonne), including those registered nurses employed as child health conference nurses, nurse practitioners, appeals coordinators, O.R. clinical specialty coordinators and case managers, BUT EXCLUDING physicians, all professional employees other than registered nurses, clinical instructors, staff educators, technical employees, service and maintenance employees, clerical employees, guards, students, temporary employees, managerial employees, specialty coordinator-desk, specialty coordinator-education, and supervisors within the meaning of the Act and all other employees.
- B. The Medical Center hereby recognizes the Union as the sole and exclusive bargaining agent pursuant to the certification of the National Labor Relations Board (22-RC-11904) for the bargaining unit of all full-time and regular part-time professional employees employed by Bayonne Medical Center at its 29th Street at Avenue E, Bayonne location (including offsite facilities in Bayonne), including all activities coordinators, sr. activities coordinators, activities therapists, addictions counselors, social workers (BS and/or MSW), medical technologists (BS and/or ASCP), physicists, staff pharmacists, occupational therapists, outpatient coding coordinators, physical therapists, speech & language pathologists, dietitians (BS and/or RD), sr. systems analysts, psychiatric emergency service clinicians (BS), lead medical technologists, lead social workers; but excluding all physicians, registered nurses, technical employees, service and maintenance employees, business office clerical employees (including systems analysts and p.c. specialists), confidential employees, students, temporary employees, managerial employees (including medical staff coordinators), guards and supervisors (including laboratory section supervisors, pharmacy clinical coordinators, sr. physical therapists, physical therapy coordinators, psychiatric emergency clinician coordinators, sr. social workers and assistant controllers) as defined in the Act and all other employees.

C. The Medical Center hereby recognizes the Union as the sole and exclusive bargaining agent pursuant to Certification of the National Labor Relations Board (22-RC-11836), for a bargaining unit of all full-time and regular part-time service employees employed by Bayonne Medical Center at its 29th Street at Avenue E, Bayonne location (including offsite facilities in Bayonne), including all unit secretaries, patient care partners, nursing assistants, and monitor technicians; addictions treatment services administrative assistants; admitting out patient registration clerks, registration clerks, and admitting clerks; blood bank lab clerks; central service supply technicians; community lab clerk/phlebotomists; community education benefits liaisons; EEG/EKG neurology coordinators and EEG technicians; electrocardiography non-invasive cardiac technicians, EKG technicians; electrocardiography secretaries, and cardiography coordinators/pacemaker program; endoscopy nursing technicians and scope technicians; environmental services team leaders, aides, custodians, and custodians/floor; patient access representatives, patient access scheduler, food and nutrition 1st cooks, 2nd cooks, caterers, cold production caterers, diet utility workers, cafeteria aides, food and nutrition technicians, F&N hospitality associate, food service steward, pot washers, and lead diet utility workers; ICU/CCU critical care technicians; laboratory BML O/P coordinators, clerk/phlebotomists, and secretary/transcriptionists; buyers, supply processing distribution clerks 1 and 2, and materials clerks; medical records tumor registry coordinators, clerks, coder-abstractors, medical transcriptionists, chart analysts, receptionists, and file clerks; nursing administration secretaries; phlebotomists; operating room scheduling coordinators, OR assistants, materials clerks and secretaries; outpatient phlebotomists and lab couriers; pharmacy technicians, I.V. technicians, secretaries, and clerks; physical therapy assistants and aides; plant operations work coordinators and secretaries; psychiatric emergency services administrative assistants; psychiatric nursing assistants and secretaries; quality resources secretaries, radiation therapy secretary transcriptionists; radiology secretaries, medical transcriptionists, file clerks and diagnosis service access representatives; renal dialysis chief technicians, and renal technicians; respiratory polysomnography technicians and office managers; same day surgery/ endoscopy control desk clerks and P.A.T. technicians; transitional care unit certified nursing assistants and transporters and mail/photocopy clerks, and; women's health center project assistants, clerk/phlebotomists, outreach counselors, receptionists, insurance verification clerks, and oncology medical assistants; BUT EXCLUDING all professional employees, technical employees, maintenance employees, business office clerical employees (including accounting department employees; admitting department-and pre-registration insurance verifiers; foundation employees; information systems department employees; management service organization employees; patient information department employees; strategic planning department employees, and telecommunications department employees), confidential employees (including executive office executive assistants, Sr. administrative secretaries and administrative secretaries, and; human resources benefits coordinators and H.R. assistants, administrative nursing coordinator, nursing office manager), students, temporary employees, managerial employees, guards and supervisors (including admitting department coordinators; blood bank lab section supervisors; central services supply supervisors; environmental services supervisors; food and nutrition chefs, food supervisors, and dining room supervisors; laboratory client services supervisors and lab section supervisors; materials management assistant managers; and medical records chart supervisors) as defined in the Act and all other employees.

D. The Medical Center hereby recognizes the Union as the sole and exclusive bargaining agent

pursuant to the certification of the National Labor Relations Board (22-RC-11837) for the bargaining unit of all full-time and regular part-time technical employees employed by Bayonne Medical Center at its 29th Street at Avenue E, Bayonne location (including offsite facilities in Bayonne), including all licensed practical nurses (LPNs); blood bank laboratory technicians/ASCP; cat scan diagnostic radiology technicians II; clinical services nursing MIS specialists; electrocardiography registered cardio/vascular technicians; emergency medical technicians; emergency department technicians; laboratory lead histology technicians, histology technicians, technicians, HEW technicians, and technicians/ASCP; MRI technicians; nuclear medicine technicians; operating room nursing technicians; physical therapy assistants; radiation therapists; radiology x-ray special procedures technicians, DRT technicians I and II, and mammography technicians; respiratory therapists, respiratory technicians, pulmonary technicians, and; ultrasound ultrasonographers and registered vascular technicians, certified clinical nephrology technicians, behavioral health technicians, and certified surgical technologists; BUT EXCLUDING all professional employees (including additions counselors; medical laboratory technologists; laboratory technology coordinators and technologists/B.S.; physical therapists, occupational therapists and speech pathologists; senior activity therapists/B.S., and; transitional care activity coordinators), service employees (including monitor technicians; pharmacy technicians; central services technicians; phlebotomists; EEG technicians; EKG technicians; operating room assistants; pharmacy technicians; P.A.T. technicians), maintenance employees, business office clerical employees, confidential employees, students, temporary employees, managerial employees, guards and supervisors (including blood bank lab section supervisors; sr. diagnostic radiology technicians; nursing information systems coordinators; laboratory managers, client services supervisors and lab section supervisors; medical library medical staff coordinators; chief MRI technicians; chief nuclear medicine technicians; senior radiation therapists; radiology sr. diagnostic radiology technologists, DX services technology coordinator, quality improvement technicians and DX services access supervisors; respiratory supervisor; and ultrasound chief sonographers) as defined in the Act and all other employees.

- E. The Medical Center hereby recognizes the Union as the sole and exclusive bargaining agent pursuant to the certification of the National Labor Relations Board for the bargaining unit of all full-time and regular part-time business office clerical employees, employed by the Employer, including all computer operators, correspondence clerks, systems analysts, support technicians, senior electronic billing coordinators, help desk technicians, senior systems analysts, patient liaison, switchboard operators, accounts payable associates, patient accounts representatives, decision support coordinators, and technical support specialists; BUT EXCLUDING all technical employees, skilled maintenance employees, other non-professional employees, managerial employees, confidential employees, professional employees, guards, students and supervisors as defined in the Act and all other employees.
- 1.2 Whenever the terms "employee" or "employees" are used hereinafter in this Agreement, they shall be deemed to apply only to the employees of the Medical Center who are included in the bargaining unit(s) above described.
- 1.3 Temporary Employees

The definition of a temporary employee shall include any non-bargaining unit personnel, including agency workers, performing bargaining unit work on a temporary basis. Temporary employment is generally required only when no bargaining unit employees are available and under the following circumstances:

- a. When an employee calls in sick or has a scheduled PTO/TOB day and the absence results in a need for staff coverage and the Medical Center has made every reasonable effort to exhaust all other methods of filling the position. This includes, but is not limited to, the use of voluntary overtime for regular staff members, additional straight time hours for part-time employees and/or the use of per diem staff members, at the option of the Medical Center.
- b. When an employee has an extended and approved leave due to illness, maternity, education needs or military leave and the Medical Center has made every reasonable effort to exhaust all other methods of filling the position. At the option of the Medical Center, filling of this position may be shared by more than one employee, including, but not limited to, the use of voluntary overtime for regular staff members, additional straight time hours for part-time employees and/or the use of per diem staff members. Temporary positions due to an extended and approved leave of absence will be posted so that regular full-time, part-time and per diem employees may fill the vacancy without the use of agency temps. Bargaining unit employees shall be given preference in filling temporary vacancies. The Medical Center will not be arbitrary in complying with this paragraph.

Bargaining unit employees, who successfully bid on a temporary position will retain all bargaining unit seniority and will be returned to their former position at the completion of the temporary assignment. The Medical Center reserves the right to decline an employee's bid on a temporary position if accepting the bid would create another open position. Nothing in this article shall prohibit the employee who accepts a temporary position from bidding on said position should the position become vacant. However, permanent placement into a position that is initially filled on a temporary basis but becomes vacant, shall be subject to all Job posting and bidding provisions under Article 10 of this agreement.

- c. When a prolonged staffing shortage occurs due to scarce availability of specific critical skills, e.g. OR, CCU, ICU.

"Category A" temporary employees are short-term employees who work on a short-term basis in blocks of less than thirteen (13) weeks at a time. "Category B" temporary employees are extended short-term employees contracted for thirteen (13) or more weeks at a time.

Subject to the provisions of Article 13.3, all "Category A" employees can be bumped by a union employee with at least four (4) hours notice. "Category B" employees may not be bumped by a union employee, provided that the temporary position was posted when the vacancy was anticipated and that no qualified applicants were interested or available to fulfill job requirements without additional training. Filling of this position may be shared by more than one employee.

No temporary employee shall be hired for the purpose of laying off or replacing a laid off employee in the bargaining unit.

Effective March 1, 2003, "Category B" temporary employees will be limited to twenty (20) for all bargaining units and no greater than eleven (11) "Category B" temporary employees in any bargaining unit at any time, unless the Union consents to a larger number, which consent shall not be unreasonably withheld.

- 1.4 In the event an entire operation or any part thereof is taken over by receivership or bankruptcy proceeding, such operation shall continue to be subject to terms and conditions of this Agreement for the life thereof.

In the event of an acquisition of the Medical Center or a merger of the Medical Center, this Agreement and its terms and conditions shall be binding on all parties, including the successor entity, for the life thereof.

If the Employer decides to sell or transfer any of its operations, it will advise the Union at least forty-five (45) days prior to the effective date of such sale or transfer. Such notice shall include the name and address of the Purchaser.

- 1.5 The Medical Center 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 positions currently in any of the bargaining units. The parties further agree that any position currently in any bargaining unit, irrespective of any future ruling by the National Labor Relations Board, will continue to be considered by the parties as part of that bargaining unit.
- a. The responsibilities and/or job duties of any position currently in any bargaining unit, or the responsibilities and/or job duties that are or may be assigned by the Medical Center to any bargaining unit employee, shall not be considered by the parties in any way supervisory or managerial as defined or may be defined by the National Labor Relations Board.
 - b. The Medical Center 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 a charge, lead or senior role, whether on a temporary or permanent basis.
 - c. Supervisors shall be permitted to perform the work customarily performed by bargaining unit members only (i) in cases of occasional assistance and training; (ii) in unforeseen emergency circumstances; (iii) as otherwise required to provide proper patient care; or (iv) when bargaining unit members are unavailable to perform the work after utilizing the procedures provided in this Agreement for assigning and scheduling of work.
 - d. The parties understand and agree that nothing contained herein shall be construed to expand, contract, abridge or modify the scope of duties and responsibilities currently assumed by, required of, or assigned to members of any bargaining unit.

ARTICLE 2. UNION SECURITY & DUES DEDUCTION

- 2.1 To the extent not inconsistent with the law, it shall be a condition of employment that all employees of the Medical Center covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing with respect to the tendering of regularly scheduled dues or fees

uniformly applied. Those who are not members on the effective date of this Agreement shall, to the extent not inconsistent with the law, on the thirtieth (30th) calendar day following the effective date of this Agreement, become and remain members in good standing in the Union.

It shall also be a condition of employment that all employees covered by this Agreement who are hired, rehired, reinstated or transferred into the bargaining unit, shall, to the extent not inconsistent with the law, become a member of the Union within the thirtieth (30TH) calendar day following the beginning of such employment and remain members in good standing in the Union. Where the effective date of the Agreement is made retroactive, the execution date shall be substituted for the effective date.

The failure of any employee to become a member of the Union at the required time shall obligate the Medical Center, upon written notice from the Union to such effect, and providing that the Union membership was available on the same terms available to other members, to discharge such person.

Further, failure of any person to maintain his/her membership in good standing as required herein shall, upon written notice to the Medical Center by the Union to such effect, obligate the Medical Center to discharge such person.

- 2.2 The Medical Center shall deduct from the pay of each bargaining unit employee who is or thereafter becomes a member of the Union all membership dues as defined in Section 302 (c) (4) of the National Labor Relations Act upon the submission from the Union to the Medical Center of proper payroll authorization cards voluntarily executed by the employees from whom the membership dues are to be checked off. Such payroll authorization cards are to be in a form that complies with Section 302 (c) (4) of the National Labor Relations Act and other applicable law.
- 2.3 The Union shall certify the amount of membership dues or fees for service to be deducted from each employee's pay, whether in the form of initiation fees, periodic monthly dues, or authorized assessments, in writing by an authorized Union official.
- 2.4 The Union shall indemnify the Medical Center and hold the Medical Center harmless against any and all claims, demands, suits and other forms of liability that arise out of, or by reason of, action taken or not taken for the purpose of complying with any of the provisions of this Article.
- 2.5 Membership dues or fees and fees deducted shall be forwarded to the Union by the fifteenth (15) day following the payroll deduction. The Medical Center shall list the names, hours worked, gross pay and the amount of dues or fees for service deducted from each employee. The Medical Center will provide the Union with such information on computer diskette or another acceptable electronic format as received from the Medical Center's computer service and by printed format.
- 2.6 The Medical Center agrees to provide the Union with a list of all employees, their addresses, telephone numbers, date of hire, classification, status, assignment, current rate of pay, and the date of birth and the amount of dues deducted every six months. The Medical Center will provide a monthly update to this list including new hires, starting rate of pay and years of experience given to the employee, changes in employment status, including the reasons for such changes, or changes in the information above.

The Medical Center will provide a list of employees who separated in the previous month and the applicable status code in a separate report that will be provided to the Union at the same time as the monthly report.

The Medical Center shall provide new employees with a dues deduction authorization form, supplied by the Union, at the end of thirty (30) calendar days of employment and shall forward the signed authorization form to the Union office.

All information will be provided to the Union by hard copy or in another acceptable electronic format compatible with the specifications given by the Union.

ARTICLE 3. UNION BUSINESS

- 3.1 The Union will notify the Employer of its representatives who are authorized to deal with the Employer about conditions of employment and adjustments of problems arising under this Agreement. When an outside Union representative intends to enter the Medical Center to conduct Union business, s/he shall notify the Human Resources Department upon entering and before proceeding to any work area. Such approval shall not be unreasonably withheld. The outside Union representative shall not interfere with Medical Center operations. Employee Union representatives may enter the Medical Center at any time for the purpose of investigating grievances and administration of the contract. The Union agrees that there shall be no solicitation for raffles, pools, collections (sales of tickets, etc.) in patient care areas during working time. Except as provided by law or in this Agreement, Union business shall not be conducted in patient care areas or during working hours.
- 3.2 The Medical Center will provide a bulletin board in the cafeteria, the ED break room and at the IS facility. Such bulletin board will have a glass or plexiglass door that may be locked for the exclusive use of the Union. The Union agrees to use good judgment in its postings and will not post material that is personally derogatory and will immediately remove material that is in violation of this restriction. Any such posting shall be related or pertain to the business of the Union. Upon request, the Union will provide the Medical Center with a copy of the posted material.
- 3.3 The Medical Center shall provide a locked mailbox for the use of the Union located in the cafeteria.
- 3.4 Employees who attend meetings at the Medical Center while conducting Union business such as Labor-Management Committee meetings or grievance meetings shall not suffer a loss of pay for time spent at such meetings. Such working time spent in attendance shall be considered as time worked for the purpose of calculating overtime.
- 3.5 Union Days

Effective June 1, 2012, thirty (30) work days off with pay will be available for the use of duly elected or appointed Union officials for the conduct of local Union business, conferences, Union meetings, negotiations, or educational conferences.

All five (5) bargaining units will share the Union days. Unused days may be accumulated for the entire term of the contract only, and shall

lapse if not utilized prior to the expiration date of this contract. Such time off shall be counted as time worked for the purpose of determining seniority, benefit accrual and pay rates.

Union time off may be taken in blocks of 4 hours or in full days. Except in cases of unforeseen circumstances, the request for use of such days shall be given ten (10) days in advance.

ARTICLE 4. PROFESSIONAL PRACTICE

4.1 A. Job Description

Except in cases of emergency or rare circumstance, employees shall not normally be responsible for performing duties outside of the scope of their current job description or bargaining unit. PTO/TOB time coverage or chronic short staffing due to vacancies shall not constitute an emergency for purposes of this paragraph.

If an employee is required by his/her supervisor to perform the duties of a higher paid position, the employee shall be paid the higher rate of such position for the actual time worked in such position. This shall not apply to RNs and LPNs.

It is recognized that there are different job duties in the Environmental Services and Dietary Department that are to be assigned separately.

B. Temporary Reassignment

The Medical Center will make every reasonable effort to maintain the continuity of each person's work assignment. If it becomes necessary in the reasonable judgment of the Medical Center that an employee must be temporarily reassigned to another area within the Medical Center due to vacation, sick leave or unforeseen circumstances, the most senior employee shall be offered temporary reassignment, followed by volunteers, and finally the least senior person. The person reassigned shall be returned to his/her regular assignment when the reason for the reassignment has ended. No employee shall be reassigned to a work assignment for which s/he has not been properly trained. The Medical Center will notify the manager/supervisor on units or departments where employees are being directed to move offices as part of that shift's assignment.

4.2 Support Services

The Employer shall provide support staff for all departments.

4.3 Staff Development

The Employer will provide a formal orientation program for both new employees and for those who are transferred, either temporarily or permanently, to another unit. The orientee shall be assigned to a preceptor. Orientation shall be provided as per the guidelines set forth in the Tentative Agreements dated June 24, 2015. During such time, the orientee will not be counted in the daily staffing numbers. The Medical Center will implement a comprehensive preceptor program whereby all preceptors who volunteer for and are selected by the Medical Center will be trained in their respective areas. The

Medical Center shall offer preceptor courses no less than twice per calendar year. All orientees and preceptors shall use a standardized checklist to document the orientation process. Each checklist shall be department and/or department/division specific as well as day of week or shift specific.

An extension of orientation shall not be unreasonably denied upon request of the employee or his/her preceptor.

The Union shall be given the opportunity to address new employees for a minimum of 30 minutes about the Union as a formal part of the orientation process.

Newly hired RNs with less than two (2) years of hospital experience may not float or take charge for six (6) months after orientation. These RNs must orient to all units within their float district during orientation and complete the charge nurse course before assuming charge on any unit.

4.4 Continuing Education

Every reasonable effort will be made to offer an organized program of continuing education during scheduled work time. Employees attending continuing education programs during scheduled working time and employees attending required continuing education programs outside scheduled work time, will be paid the regular compensation rate of pay.

Subject to the above, in-service programs, within reasonable limits, shall be made available to all shifts during work time by an actual presentation or by a recording of the program given on other shifts. All employees attending these programs will be compensated at the regular compensation rate of pay. A minimum of four (4) weeks' notice will be required for all mandatory in-service programs. The Medical Center will make all best efforts to offer mandatory in-service programs on evenings for evening shift employees, at night for night shift employees and on weekends for weekend part-time and per diem employees. The Medical Center will make all reasonable efforts to avoid scheduling a mandatory in-service program on a regular day off or when the employee is on vacation. No employee shall be suspended for failure to attend a mandatory in-service program that has been scheduled on an employee's approved vacation.

Full-Time and Half-time employees shall be provided two (2) paid days off per year to attend educational programs required to maintain state or national licensure or certification or designated as eligible by the Medical Center. In addition, the days may be used for programs that will enhance the practice of the employee's profession.

Fees for applications and fees for testing to obtain certifications that are required or designated as eligible by the Medical Center, shall be reimbursed upon successful completion at one-hundred percent (100%) up to a maximum of three-hundred and fifty dollars (\$350.00). The cost for testing and/or application for certification renewal will be reimbursed at one-hundred percent (100%), upon successful completion. Only programs that are not offered at a CarePoint Health facility are eligible for reimbursement. However, if time constraints do not permit an employee to participate in a program at a CarePoint Health facility, the Medical Center will reimburse the employee for the cost of the program up to CarePoint Health's cost. Reimbursement will

not be provided for courses required for practice by law or regulation or where an employee has allowed a certification to lapse.

Prior approval must be received from the appropriate Department Head and Education Department.

Upon timely Union request, the Employer will meet with a Union representative and up to three (3) non-nursing employees to identify the Continuing Education Units (CEUs) requirements for licensed non-nursing bargaining unit employees. Once such identification has been accomplished, the parties will meet to discuss the availability of continuing education programs which furnish required CEUs and what action, if any, is recommended to facilitate staff member compliance with CEU obligations. Action will be implemented only upon agreement of the parties.

4.5 Staffing/Workload

- a. Bayonne Medical Center and the Union agree that appropriate staffing and workload are constant factors in providing quality patient care. Staffing requirements and workload assignments are affected by a variety of indicators that influence appropriate staffing requirements and employee safety. The Medical Center agrees to abide by the staffing ratios, levels, and procedures outlined in Appendix K.
- b. Regulatory Guidelines

The Medical Center will abide by all staffing guidelines promulgated by the New Jersey Department of Health and Senior Services and consider professional guidelines standards as developed by recognized Specialty Nursing Organizations (e.g. Emergency Nurses Association, Association of Women's Health) to further define staffing parameters.

- c. Staffing Legislation

If legislation is passed mandating nurse to patient ratios, the Medical Center agrees to abide by the law.

In order to improve the quality of patient care, staffing proposals will be discussed at the monthly Labor-Management meetings. The Medical Center and the Union will work to establish staffing plans.

4.6 Probationary Period

- a. Newly hired full-time and half-time employees shall be considered probationary for a period of ninety (90) calendar days from the date of employment.
- b. RNs hired into specialty training programs shall be considered probationary until thirty (30) days after completion of their training/orientation program.
- c. Newly hired part-time employees and per diem employees shall be considered probationary for a period of one hundred and twenty (120) calendar days from the date

of employment.

- d. The probationary period will be automatically extended by the number of days missed during the initial probationary period.
- e. The Medical Center may extend the probationary period for up to thirty (30) additional calendar days to provide for additional orientation and/or validation of the probationary employee's ability to perform assigned tasks. The extension will be done only with the prior approval of the Union, which shall not be unreasonably withheld.
- f. During or at the end of the probationary period, the Medical Center may discharge an employee at will and such discharge shall not be subject to the grievance provisions of this Agreement.

ARTICLE 5. SENIORITY

5.1 A. Definition

For all non-RNs, seniority shall be defined as the length of an employee's continuous service with the Medical Center (Medical Center seniority).

For RNs, there shall be two definitions of seniority:

- 1. Length of an employee's continuous service with the Medical Center (Medical Center seniority).
- 2. Length of continuous service with the employer as an RN from the date of hiring or promotion to RN (bargaining unit seniority).

The employee with the most continuous service shall have the greatest seniority and the employee with the least continuous service shall have the least seniority. Seniority shall be computed in years, months and days.

An employee who works as a .9 is considered a full time employee for purposes of layoff or reduction of hours.

B. Application

For all non-RNs, Medical Center seniority shall apply to all issues involving layoff, recall, reduction of hours, pension, accrual of time, scheduling, the use of paid time off and bidding for positions.

For all RNs:

- 1. Bargaining unit seniority shall apply only to all issues involving layoff, recall and bidding for positions.
- 2. Medical Center seniority shall apply to all issues other than layoff, recall and bidding for positions.

5.2 Commencement

An employee's seniority shall commence after the completion of the employee's probationary period. Upon successful completion of probation, seniority shall be computed from the employee's date of last hire.

5.3 Layoff/Reduction of Hours

- a. In the event of a layoff or reduction of hours, the anticipated length and reasons for such shall be sent to the Union. This notice shall be given as soon as reasonably possible after the Medical Center decides to affect a layoff. A minimum layoff notice of fourteen (14) calendar days shall be provided to the affected employees and those who might be affected, except in cases of an unplanned layoff. The union will be provided with a thirty (30) day notice of layoffs and a forty-five (45) day notice of outsourcing.

The Medical Center shall not layoff LPNs who are employed on the effective date of this contract in order to eliminate the job title. Should a layoff be necessary, LPNs may be subject to layoff as all employees are subject. Any layoff shall be implemented on a fair and equitable basis as provided in this article. LPNS hired on or after June 1, 2009 are not subject to this provision.

An unplanned layoff shall be defined as circumstances that render the Medical Center unable to operate in whole or in part and the Medical Center does not have advance notice such as fire, flood, explosion, equipment failure, war, act of God or other disaster.

- b. At the request of the Union, the Medical Center will meet with the Union to discuss any matters the Union has concerning the layoff or reduction of hours and to explore alternatives to prevent layoffs.
- c. In case of a layoff, the following procedure shall be applied to an affected employee in order of Medical Center-wide seniority:
 1. The Medical Center will first seek volunteers and may offer incentive packages. The Medical Center has the right to accept or reject volunteers based on operational needs. If there are no volunteers, then:
 2. The most senior affected employee shall be offered a choice of any vacant position provided that with a reasonable amount of orientation, (not to exceed thirty (30) calendar days), the employee is currently qualified. (This continues through each affected employee in seniority order.)
 3. If the employee refuses a vacant comparable (same shift, classification (i.e., part-time or full-time), job title, and rate of pay) position, s/he will have the option of being placed in a layoff status, or;
 4. The employee may bump as follows:

a) First, the employee may bump the least senior employee within his/her department whose job the employee is qualified to perform, regardless of shift, in the same classification (full-time, part-time, per diem) or a lower classification at the employee's option.

b) If the employee lacks the requisite seniority and /or qualifications to exercise bumping rights pursuant to paragraph (a) above, the employee may bump the least senior employee within the bargaining unit whose job the employee is qualified to perform, regardless of shift, in the same classification (full-time, part-time, per diem) or a lower classification at the employee's option.

c) If the employee lacks the requisite seniority and/or qualifications to exercise bumping rights pursuant to paragraphs (a) and (b) above, the employee will be laid off.

d) Any employee displaced as a result of the exercise of bumping rights set forth herein, also will be permitted to bump pursuant to paragraphs (a) and (b) above. If any such displaced employee lacks the requisite seniority and/or qualifications to exercise bumping rights pursuant to paragraphs (a) and (b) above or is otherwise ineligible to exercise bumping rights pursuant to paragraphs (a) and (b) above, such displaced employee will be laid off.

e) An employee shall not be deemed qualified for the purposes of this Article if the employee would require more than thirty (30) days of orientation for the position in question with the option to extend an extra thirty (30) days on a case-by-case basis by mutual agreement of the parties.

f) Full-time employees shall have the option of bumping part-time and per diem employees hereunder, but part-time and per diem employees shall not have the option of bumping full-time employees hereunder.

5. If the employee chooses not to bump the least senior person in the bargaining unit pursuant to Article 5.3 (c)(4), the employee will have been deemed to have waived his/her bumping rights and will be placed in a layoff status.
6. Each affected employee will have twenty-four (24) hours from the date of notification of layoff and bumping options in which to advise the Medical Center whether or not s/he intends to bump. The employer will provide the bump list and any other information on the employee's options to the employee and the Union.

All employees affected by the lay-off, including employees who have been bumped, shall have the right to exercise the options listed above, Section 5.3.

7. The Medical Center shall send notice of layoff to the affected employees either by personal delivery in the Medical Center or by certified and regular mail to the address provided by the employee. It shall be the responsibility of the employee to provide an address at which the employee can be reached in a timely fashion of the sending of the notice by the Medical Center.

- d. In the case of a reduction of hours in a department or unit, the Medical Center will first seek volunteers, then:
1. The least senior employee in the unit or department will have his/her hours reduced.
 2. If the employee does not wish to take a reduction of hours, s/he will be offered a choice of accepting any vacant position for which, in the opinion of the Medical Center, the employee is qualified. The opinion and decision of the Medical Center shall not be arbitrary or capricious.
 3. If there are no vacant comparable positions the affected employee may bump the least senior employee on his/her shift. The affected employee may only bump into a position which hours are less than or equal to the regularly scheduled hours of the position of the bumping employee.
 4. An employee, who chooses not to 1) bump, 2) accept the vacant comparable position, or 3) accept a reduction of hours, will be placed in a layoff status.

e. Recall

Employees in a recall status will have first preference for any vacant position for which they have the ability and skills to perform. Employees will be recalled in the reverse order in which they were laid off. If an employee takes a position other than his/her original position, the employee shall have the option of returning to his/her original position if it becomes available. If a laid off employee declines recall to a vacant position with substantially the same FTE status, shift and pay in the same unit, the employee shall not have any further recall rights and he/she shall lose all seniority under this agreement, unless the reason for declining the recall is inability to work due to a disability.

Recall period shall be one (1) year only and any employee recalled during that period shall cease to receive future severance upon return to work.

Those affected in part (reduced hours) or in full (loss of job) are considered employees on recall. Affected employees will be recalled for positions in seniority order. The employee with the most seniority who is either employed (reduced hours) or has been laid off will be given the opportunity for the recalled position first. If all eligible employees on the recall list (i.e., those with the skills and the ability to perform the position) have declined the vacant position, then the position will be posted for those internally to bid.

Employees currently employed affected in part (reduced hours) or in full (through either bumping or taking of an open position) will have first preference to return to their original work assignment should the position become available. If said employee declines to accept the original position (same job title, shift and job classification), the position will be offered first, in seniority order, to those on the recall list qualified to perform the job. If no employee on the recall list is qualified or willing to accept the position, the position may be posted for employees to bid on

internally.

5.4 Loss of Seniority

Seniority rights shall be lost and an employee will be considered to have had a break in "continuous" service if any of the following conditions or circumstances occurs:

- A. An employee voluntarily quits; or
- B. An employee is discharged for cause; or
- C. An employee has been laid off continuously for a period of one (1) year; or
- D. An employee does not respond to recall after a layoff within seven (7) calendar days from the mailing of a recall notice to the employee at the employee's last known address on the Medical Center's payroll record, or within seven (7) calendar days of a telephone call advising the employee that work is available; or
- E. An employee fails to report to work at the expiration of a leave of absence without giving a reason that is satisfactory to the Medical Center for such failure to report to work or gives a false reason for obtaining a leave of absence; or
- F. If an employee is absent from work for three (3) consecutive working days without notifying the Medical Center. In the event an employee fails to give said notification, the employee may be reinstated without loss of seniority by furnishing an explanation for such failure that is satisfactory to the Medical Center; or
- G. An employee does not work or is otherwise absent from employment for any reason for a period of twelve consecutive months.
- H. Any employee reinstated due to a Union grievance, unless otherwise agreed, shall suffer no loss of seniority.

- 5.5 The Medical Center shall maintain a seniority list showing the names of employees, his/her date of hire, classification and department and shall keep such list current. The Medical Center shall provide a copy of said list to the Union upon request.

ARTICLE 6. LEAVE OF ABSENCE

6.1 A. Definition

For purposes of this Article, a leave of absence shall be defined as an absence from work in excess of one (1) calendar week. Absences from work of one (1) calendar week or less are not covered by this Article.

B. Leave

A leave of absence may include medical leave (including maternity leave), jury duty and bereavement, personal, military, educational, statutory Family Medical leave, and workers' compensation leave. The employee shall be required to use his/her accrued days separately or in conjunction with Temporary Disability Benefits, currently provided by the state of New Jersey, excluding while on military leave. In such case, only that amount of accruals needed to supplement an employee's full salary while on temporary disability will be charged from the employee's accrual. An employee shall be required to use accrued illness time for a medical disability prior to taking any unpaid medical leave. While on leave, full-time employees will have the option of reserving up to 80 hours of PTO/TOB and half-time employees will have the option of reserving up to 40 hours of PTO/TOB.

C. All leaves in excess of one (1) week shall be requested on a form provided by the Medical Center.

D. An employee who obtains any leave of absence by providing false reasons shall be subject to discipline.

E. Upon return from leave of absence of thirty (30) days or more, employees are prohibited from applying or using PTO/TOB for thirty (30) days unless medically related to the previous leave.

6.2 Notwithstanding anything contained in this Agreement to the contrary, no leave or leaves (whether paid or unpaid) taken consecutively or in combination granted pursuant to this Article 6 shall exceed twelve (12) months during any eighteen (18) month period commencing with the first day of absence, unless the amount of accrued paid leave time taken in and of itself exceeds twelve (12) months. Any leave is not to exceed one (1) year commencing with the first day of absence. If an employee requires medical leave beyond this period, upon written request to Human Resources in accordance with Section 6.4, the Medical Center will evaluate and respond to such request in accordance with the Medical Center's interpretation of applicable federal and state law.

6.3 Types of Leave

A. Personal Leave

A personal leave of absence not to exceed one (1) month will not be unreasonably denied, after completion of one (1) year of employment, provided that a bona fide reason is given for the request. Accruals shall be taken in conjunction with a personal leave.

Additional requests for personal leave of absence will not be approved if the further personal leave of absence is to begin within twelve (12) months of the start date of any prior personal leave of absence.

B. Educational Leave

Subject to the condition contained in the Medical Center's Tuition Reimbursement Policy, an unpaid educational leave not to exceed three (3) months shall not be unreasonably denied to any employee who has completed five (5) years of employment. The employer will not unreasonably deny a leave for up to one (1) week per year for pursuit of a

degree in a non-health related field. Accruals shall be taken in conjunction with an educational leave.

C. Military Leave

Military leave shall be granted in accordance with applicable law. In order to receive compensation during such leave, the employee may utilize accruals.

D. Statutory Family and Medical Leave

a. Any eligible Employee who is ill, injured or disabled (including illness or disability due to pregnancy) and presents satisfactory proof of such illness, injury or disability to the Employer, will be granted an unpaid leave of absence (subject to any eligibility for disability payments or use of vacation or sick) for a period up to twelve (12) months on written application. Medical leaves shall be counted towards statutory Family and Medical leave and shall be deemed to commence on the first day of the leave.

b. Any eligible Employee may be granted an unpaid leave of absence in accordance with State and/or Federal Family and Medical Leave legislation for the birth and care of a newborn child (including child conceived through gestational carrier agreement), placement with the Employee of a child for adoption or foster care and to care for a spouse (domestic partner), parent, (grandparent), (grandchild), son or daughter, (sibling) or any person related by blood or equivalent to a family relationship, with a serious health condition, as per Department of Labor guidelines.

c. Eligibility for Family and Medical leave under this section is to be determined in accordance with State and/or Federal Family and Medical Leave legislation.

E. Medical Leave

A leave of absence of up to three (3) months will not be unreasonably denied for an Employee who has completed at least six (6) months of employment and who becomes ill, injured or medically unable to work. Upon request at least fourteen (14) days prior to the expiration of the initial leave, such leave may be extended for up to an additional three (3) months in the discretion of the Medical Center. Accruals shall be taken in conjunction with a medical leave. If an employee has not completed at least six (6) months of employment or requires medical leave beyond this period, upon written request to Human Resources in accordance with Section 6.4, the Medical Center will evaluate and respond to such request in accordance with the Medical Center's interpretation of applicable federal and state law.

F. Documentation

The employee will be responsible for providing medical documentation, satisfactory to the Medical Center, supporting the request for any type of medical leave, including the extension of an initial medical leave. In addition, the employee shall confirm his/her return date to work in writing and shall provide medical clearance (where appropriate) at least fourteen (14) days prior to returning to work. Intentional misrepresentation as to the reasons for any leave may be cause for discipline up to and including termination.

G. Intermittent Leave

Where the need is appropriately documented, qualified employees may be entitled to intermittent or reduced schedule leaves for medical reasons. When the request for intermittent leave is foreseeable and is based upon planned medical treatments, the employee must inform supervision and subject to the approval of the employee's health care provider, schedule the procedure or medical treatment so as not to unduly disrupt the Medical Center's operations.

When the need for leave is unforeseeable, as in the case of an unexpected illness, accident or a chronic medical condition, the employee must make a good faith effort to give verbal notice as soon as practicable and follow all appropriate Medical Center policies for reporting absences, unless physically unable to do so.

If the granting of intermittent or reduced schedule leave to an employee will result in a serious disruption of the Medical Center's operations, and no other options are available prior to temporarily transferring the employee, the Union and the Medical Center shall meet to discuss the transfer of the employee to a position that can better accommodate shorter hours or reoccurring absences. The transfer to a temporary position must be within the employee's qualifications and provide the same hourly rate and benefits that the employee enjoyed before the leave. When the need for the time off concludes, the employee shall be returned to his/her original position with no loss of pay or benefits. The intermittent or reduced schedule leave shall be a part of and not in addition to the leave provided in 6.3D.

6.4 Request for Leave

Except in cases of emergency, a request for a leave of absence or extension thereof shall be submitted to the Medical Center fourteen (14) calendar days prior to the commencement or extension of the leave being sought. Requests for a leave shall not be unreasonably denied. A denial of Union, personal or educational leave shall not be unreasonable if it is based on the operational or staffing needs of the Medical Center. The Medical Center shall respond in writing to all such requests within seven (7) calendar days, excluding Saturdays, Sundays and Holidays, after receipt. If a leave of absence is denied, the Medical Center shall notify the Union, in writing, within twenty-four (24) hours of the time the employee is notified.

6.5 Return from Leave

- a. Upon the expiration of any leave of absence of thirty (30) days or less, the employee shall be entitled to return to work in the same position without loss of previously accrued seniority.
- b. Upon the expiration of any leave of absence longer than thirty (30) days but less than ninety (90) days, the employee shall be entitled to return to a comparable position (same shift, job title, classification, rate of pay), if available, or to his/her former or equivalent position if required by applicable family and medical leave act legislation.
- c. Upon the expiration of any leave of absence longer than ninety (90) days, the employee shall be entitled to return to his/her former position, if available, or the first vacancy in another position, for which she/he is qualified until a vacancy in

his/her former position becomes available. If neither the former position nor a vacant position for which the Employee is qualified is available, the layoff procedure shall be invoked in accordance with Article 5. An employee may be deemed "not qualified" if the employee would, in the opinion of the Medical Center require more than thirty (30) days orientation for the position in question. The opinion and decision of the Medical Center shall not be arbitrary or capricious. If any employee fails to return to work at the end of any approved leave or extension, unless waived by the Medical Center, all rights to reinstatement shall terminate. The Medical Center will make its best efforts to fill the position on a temporary basis for the entire length of an employee's leave of absence. After the period for which the position is guaranteed, as set forth above, or after the employment of the temporary substitute has terminated, whichever is later, the Medical Center may fill the position on a permanent basis. An employee's anniversary date of employment shall be adjusted by the amount of days of such leave in excess of ninety (90) days.

6.6. Workers' Compensation Leave

An employee who is unable to work because of any injury or illness related to his/her employment at the Medical Center will be granted a leave of absence not to exceed twelve (12) months. Upon the expiration of this leave the employee shall be subject to provision 6.5.

Insurance benefits shall be continued for the duration of a workers' compensation leave on the same basis as before the leave (i.e., employee must pay the employee contribution). However, wages shall not be paid and no other benefits shall be accrued during such leave.

Employees must use available accrued leave to supplement workers' compensation benefits to the extent necessary to maintain regular earnings for the duration of the leave beginning on day one of the leave. Sick leave will be used first for this purpose, followed by EIB and then PTO/TOB. If an employee receives workers' compensation benefits retroactive to day one of the leave, the Medical Center will restore to the employee's bank any accrued leave (sick, EIB and/or PTO/TOB) used to supplement workers' compensation benefits during the first seven days of leave.

An employee on a leave under this Article may not work for another employer during any period of the leave, unless the employee performed the same services for the other employer prior to the beginning of the leave and such work is not inconsistent with the reason for this leave.

6.7 Accrual of Benefits while on a Leave

During any leave granted pursuant to this Article, an employee shall not accrue paid time off benefits. Group Health Insurance benefits shall be continued to the extent required by law.

6.8 Union Leave Provision

A leave of absence shall not be unreasonably denied to an employee to work for the

HPAE. This leave shall be limited to a maximum of six (6) months and must be requested in writing at least thirty (30) days prior to the commencement date. It is understood, however, that in some circumstances the Union will not be able to give a full thirty (30) day notice. In those cases, the Medical Center will make its best effort to release the employee sooner than thirty (30) days.

No more than two (2) employees from all five (5) HPAE bargaining units at any given time shall be eligible for Union leave. The employee shall be returned, after giving sixty (60) days notice in writing, to the exact position (same title, shift, rate of pay, unit/department) held prior to the leave without any loss of seniority. The rate of pay shall include any raises or step increases the employee would have received had s/he not been on the leave.

The Medical Center will make its best efforts to fill the position on a temporary basis for the entire length of an employee's leave of absence. After the period for which the position is guaranteed, as set forth above, or after the employment of the temporary substitute has terminated, whichever is later, the Medical Center may fill the position on a permanent basis.

6.9 Light Duty Assignments

The Employer may establish a light duty program as follows:

a. Subject to availability, the Medical Center may offer a light duty assignment to an employee with a temporary work-related or non-work-related illness or injury. Light duty assignments are not regular positions but are created for the purpose of rehabilitation and acceleration of an individual's return to work. Every effort shall be made to accommodate the employee, i.e. prescribed treatments, diagnostic studies, doctor appointments and transportation.

b. Light duty assignments are temporary and are usually eight (8) weeks. If an employee is unable to return to his or her position after completion of the eight (8) weeks of a light duty assignment, upon written request to Human Resources, the Medical Center will evaluate a request for an extension of the light duty assignment in accordance with the Medical Center's interpretation of applicable federal and state law.

c. An employee who has received medical clearance to participate in light duty shall be eligible for consideration to participate in this program.

d. An employee working in a light duty assignment will maintain his/her regular rate of pay and benefits while in the assignment. An employee with a work-related injury or illness who rejects an available light duty assignment after she/he has obtained a medical clearance to perform light duty may be ineligible for workers' compensation benefits.

ARTICLE 7. DISCHARGE AND DISCIPLINE

7.1 The Medical Center shall not discharge, discipline or suspend any employee without just cause.

- 7.2 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 e-mailed, faxed or sent via inter-office or regular mail to the Union within forty-eight (48) hours.
- 7.3 A grievance by an employee claiming that s/he has been unjustly or improperly discharged, disciplined or suspended must be submitted to the Medical Center, in writing, within fourteen (14) calendar days of receipt by the Union of the written notification of discharge, disciplinary action or suspension.

Discharges or suspensions shall be brought directly to Step 3 of the grievance procedure.

- 7.4 Prior to an employee being brought into an investigational conference that may lead to discipline, the employer representative shall inform the employee of the nature of the conference, including the possibility of a verbal or written warning, suspension or discharge. The employer representative shall notify the employee that s/he has the right to have a Union Representative of his/her choice at the conference. All investigational interviews will be conducted in person unless:

- A patient care issue is involved and information is required to maintain safe patient care and/or
- The employee requests a phone interview.

In the event an investigational interview is conducted via phone, the same notice of the employee's right to representation will be given. If the employee wishes, arrangements will be made for the Union representative to participate via phone.

- 7.5 When scheduling a meeting with an employee that is to take place when the employee is not on duty, he/she will be notified a minimum of twenty-four (24) hours in advance of the issue that will be addressed at the meeting and whether the meeting could lead to disciplinary action. However, when the issue to be discussed pertains to the health, welfare or safety of a patient, a patient's family, or an employee, or to a serious patient complaint, less than twenty-four (24) hours' notice may be given. Prior to the meeting, the Medical Center will make every reasonable effort to contact a union representative. An employee may not refuse to participate in such meeting on the grounds that a specific union representative is not available if another authorized union representative is working or otherwise available in the Medical Center when the meeting is to be held. Meetings hereunder shall be scheduled at a mutually agreeable date and time. However, when the issue to be discussed pertains to the health, welfare or safety of a patient, a patient's family, or an employee, or to a serious patient complaint, and the Medical Center reasonably determines that immediate attention is required, the employee may not unreasonably refuse to attend a meeting on a date and time scheduled by the Medical Center.
- 7.6 The Medical Center will not hold a meeting with an employee which could lead to disciplinary action without a union representative present, unless the employee declines union representation by signing the following form designated for that purpose:

Bayonne Medical Center
Employee Declination of Union Representation

Pursuant to the Collective Bargaining Agreement between Bayonne Medical Center and HPAAE, the Hospital will not hold a meeting with an employee which could lead to disciplinary action without a Union representative present unless the employee declines union representation by executing this form.

Accordingly, I _____ hereby decline Union representation at an investigatory meeting I understand could lead to disciplinary action.

Date

Signature of Employee

Manager/Director:

- 7.7 Discipline shall not be issued more than thirty (30) calendar days after the Employer knew or reasonably should have known of the event/incident or the last in a series of events that are reasonably related in time and substance, which led to the issuance of the discipline. The thirty (30) day period may be extended by mutual agreement.

Discipline resulting from regulatory agency complaints, patient complaints and discipline resulting from violation(s) of the Medical Center's punctuality and attendance policy shall be excluded from this limitation.

- 7.8 A disciplinary meeting that is to take place when the employee is not on duty shall be scheduled at a mutually agreeable date and time.
- 7.9 If the discharge of a bargaining unit employee results from the conduct relating to a patient and the patient does not appear at any stage of the grievance procedure, such failure of the patient to appear shall not be deemed as prejudicial. The term "patient" for the purpose of this provision shall include those seeking care or treatment in clinics or emergency rooms as well as those already admitted.

ARTICLE 8. GRIEVANCES AND ARBITRATION

A grievance shall be defined as a dispute or complaint arising between the parties hereto under or out of this Agreement or the interpretation, application, performance, termination, or any alleged breach thereof, and shall be processed and disposed of in the following manner:

8.1 Step 1

Within fourteen (14) calendar days after the occurrence of the alleged incident, event or circumstance that gave rise to the grievance involved, the employee(s) having a grievance shall present it in writing to the employee(s)'s supervisor. If the Vice President of Human Resources or his/her designee agree that the supervisor does not have the authority to render a decision, the grievance may go directly to Step 2. An authorized Union representative shall have the right to participate in all such discussions. The Medical Center shall give its answer in writing to the employee and/or an authorized Union representative within fourteen (14) calendar days after the presentation of the grievance in Step 1.

8.2 Step 2

Should the employee or Union be dissatisfied with the Medical Center's disposition of such grievance in Step 1, the grievance may, within fourteen (14) calendar days after the answer in Step 1, be presented in writing at Step 2 to the Department Director or his/her designee.

The Director or designee will meet with the grievant and Union representative within fourteen (14) calendar days of receipt of the grievance and shall respond in writing within fourteen (14) calendar days after the meeting.

8.3 Step 3

Should the employee or the Union be dissatisfied with the Medical Center's disposition of the grievance in Step 2, the grievance may, within ten (10) calendar days after the answer in Step 2, be presented at Step 3 to the President of the Medical Center and/or his/her designee. Discharges or suspensions shall be brought directly to Step 3 of the grievance procedure. The President and/or his/her designee will meet with the grievant and/or Union representative within ten (10) calendar days of the receipt of the grievance and shall respond in writing within ten (10) calendar days after the meeting.

8.4 Step 4. Arbitration

In the event the employee and the Union are dissatisfied with the Medical Center's disposition of such grievance in Step 3, the Union may notify the Medical Center, in writing, of its intent to take an appeal to arbitration. Such notice shall be given within twenty-one (21) days of the Step 3 decision, or the date the Step 3 response from the president or his/her designee was due, unless otherwise changed by mutual written agreement.

In the event the Union fails to notify the Medical Center in writing within twenty one (21) calendar days after the Medical Center has rendered a written decision as provided

in Step 3, the grievance shall be considered settled on the Medical Center's last answer provided, however, that such settlement shall not constitute a waiver or relinquishment of any position or agreement the Union or Medical Center may assert with respect to any future grievance.

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

- 8.5 Each party shall pay one-half (1/2) the total cost of the impartial Arbitrator. Each party shall be responsible for the expenses of its own witnesses or others selected or called by a party to appear before the Arbitrator. The Arbitrator shall have no power to add to, subtract from or modify the terms of this Agreement. Arbitration shall be limited to one grievance unless the Medical Center and Union mutually agree to include others.

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

- 8.6 Failure on the part of the Medical Center to answer a grievance at any Step shall not be deemed acquiescence thereto, and the Union may proceed to the next Step.

- 8.7 The Union and Medical Center may mutually agree to submit a grievance initially at Step 3 of the grievance procedure. Discharges, suspensions or class action grievances shall be brought directly to Step 3 of the grievance procedure.

- 8.8 Time limits may be extended by mutual agreement of the Union and the Medical Center. Such extension shall be in writing.

- 8.9 Expedited Arbitration Procedures

The parties recognize and agree that it may be mutually beneficial to expedite the resolution of certain grievances. Upon mutual agreement on a case-by-case basis, the parties shall follow the following procedures:

The party initiating the grievance will notify the American Arbitration Association and request an expedited arbitration hearing. The following rules shall be followed: AAA will forward one list to the parties involved that will list five arbitrators. The parties may strike one name from the list prior to returning it to AAA and number the remaining names in order of preference. The list must be returned within 10 working days of being sent out by AAA.

The arbitrators listed by AAA must agree to hear the case within ninety (90) days of being assigned the case. If the arbitrator cannot hear the case within the time limit, they shall not be included on the list by AAA. If for any reason the arbitrator cannot fulfill the obligation after being assigned the case, AAA shall assign the next arbitrator on the list. If the parties do not agree on a mutual date within the ninety (90) days described above, the arbitrator shall assign a date over the next thirty (30) days.

Once an arbitrator and date have been selected: Both sides will meet prior to the arbitration hearing to identify a) the issue that the arbitrator will be deciding, b) joint exhibits, c) stipulated facts regarding the grievance, and d) the list of witnesses.

ARTICLE 9. NON-DISCRIMINATION

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

ARTICLE 10. JOB POSTING

The Medical Center shall post notices of all vacant and new bargaining unit positions and said postings must be in compliance with all areas of the collective bargaining agreement.

A. Posting and Procedure

In the event the Medical Center intends to fill a bargaining unit position or create a new job which would be applicable to the bargaining unit, the Medical Center shall post notices of available positions for seven (7) calendar days on the bulletin board outside of the Nursing Office before the position is permanently filled. If a job is posted with materially incorrect information, the job shall be reposted for an additional number of days, equal to the time period of time that the incorrect notice was posted, unless the Medical Center and the Union agree to forego such reposting. Example: If a mistake to a job posting is discovered three (3) days after the job is posted, the mistake will be corrected by the Human Resources department within twenty-four (24) hours, and the job will be re-posted for an additional three (3) days from the time of the re-posting, unless the Medical Center and the Union agree to forego such reposting. The Medical Center agrees to post vacancies as soon as the requisition for a vacancy or new position is approved. A list of unfilled, vacant positions will be available to all employees in a central, accessible location and shall be updated monthly.

An employee desiring to apply for a position shall submit a job bid in writing to the Human Resources Department. A copy of the job bid shall be given to the employee if requested. The Medical Center will conduct the interview process in a timely manner. The Medical Center shall make a reasonable effort to notify applicants of the status of their request in writing every (2) weeks.

- B. The Medical Center shall give first consideration and preference to all bargaining unit employees applying for the position before considering other persons. The Medical Center shall award the position to the applicant on the basis of ability, qualifications, experience and bargaining unit seniority. In the event there is no difference in the ability, qualifications and experience of one or more such applicants to perform that work, then the Medical Center shall award the position to the bargaining unit employee with the greatest bargaining unit seniority. Experience will be a factor insofar as such experience is directly related to the job and is significantly greater for one candidate over another. The employee selected shall be transferred to the new position within thirty (30) calendar days of the date on which the candidate accepted the position unless the transfer would cause an undue hardship for the unit losing the employee, in which case, the transfer may be delayed for up to an additional thirty (30) calendar days until it can be made without causing an

undue hardship. Lack of a BSN degree shall not preclude or limit any Registered Nurse (RN) from bidding on or being selected as the successful candidate for jobs posted under the provisions of this agreement.

- C. In the event that the position remains unfilled for thirty (30) days because no bargaining unit or other applicant has demonstrated the ability, qualifications or experience for the position, Bayonne Medical Center may elect to provide an unqualified bargaining unit employee with the opportunity to participate in the job training and/or a formalized education program provided that:
1. The employee and manager agree on a schedule that meets the needs of the department and the employee.
 2. The education program is limited to (twelve) 12 weeks or less. The department manager and the appropriate Vice President must approve any exceptions.
 3. The education program will not substitute for departmental orientation, but may be concurrent as determined by the department manager.

Disputes under this section shall be subject to the grievance procedure but shall not be subject to arbitration.

A running list of unfilled, vacant positions will be posted until filled. This list shall contain the job title, unit, classification, shift, weekend and on-call requirements and should clearly state whether it is a bargaining unit job.

D. Trial Period

1. Employer-Initiated Return

The successful applicant for the position, if a bargaining unit employee, must perform the job to the satisfaction of the Medical Center within ninety (90) calendar days after the date the position has been filled. Should the employee fail to perform the job to the satisfaction of the Medical Center, the employee shall be returned to the employee's former position, if available. The position shall be deemed available unless the Medical Center has eliminated the position or another employee has received notification from the Medical Center of a successful bid for the position and is scheduled to fill the position, or an outside candidate has accepted a job offer for the position prior to the successful applicant's request to return.

2. Employee Request to Return

- a. Employees with 15 or more years of service: Should the employee so desire the employee may return to the employee's former position, at the employee's former wage rate, within thirty (30) calendar days after starting the new position.
- b. Employees with less than 15 years of service: Should the employee so desire, the employee may return to the employee's former position, if available, at the employee's former wage rate, within thirty (30) calendar days after starting the new position. The position shall be deemed available unless the Medical Center has eliminated the position or another employee

has received notification from the Medical Center of a successful bid for the position and is scheduled to fill the position, or an outside candidate has accepted a job offer for the position prior to the successful applicant's request to return.

- E. The trial period shall only apply to a position that involves a change in unit or department and not to a change in hours or shift assignment.
- F. The Medical Center shall send a copy of all job postings, including date of the posting, job requirements, job descriptions, and list of all employees who applied for the job to the Union on a monthly basis. The name(s), current job title(s), date(s) of transfer and date(s) of hire of successful applicant(s) shall be sent to the Union on a monthly basis.
- G. No Registered Nurse shall be entitled to bid for a job for a period of twelve (12) months in specialty areas as defined in this Section G and nine (9) months in other areas after the Registered Nurse has successfully bid for a job and been granted a transfer unless approved by the Medical Center. For the purpose of this Section G, specialty areas are defined as: Perioperative Services, OR, Cathlab/Vascular, Emergency Department and ICU/Critical Care.

ARTICLE 11. NOTIFICATION

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

ARTICLE 12. SEVERABILITY

It is understood and agreed that all agreements herein are subject to all applicable laws now or hereafter in effect; and to the lawful regulations, ruling and order of regulatory commissions or agencies having jurisdiction. If any provision of this Agreement is held to be in violation of any laws or regulations of the United States or the State of New Jersey, such provision shall be superseded by the appropriate provision of such law or regulation, so long as the same is in force and effect; but all other provisions of this Agreement shall continue in full force and effect.

ARTICLE 13. WORK SCHEDULES

13.1 Work Schedules

Effective the first four week schedule after ratification, the Medical Center shall post a draft monthly work schedule, two (2) weeks prior to the commencement of the schedule, and a final monthly work schedule one (1) week prior to the commencement of the schedule, subject to the provisions of this section. Once the monthly schedule has been posted, any changes will be agreed upon by mutual consent between the employee and management. At the time of posting, a copy of the posted schedule will be placed in a designated area accessible to all employees on that unit or in that department, to enable employees to make copies for their own use. The schedule shall indicate the following: overtime shifts, extra shifts (for half-time and part-time employees), and Bonus Shifts (in accordance with Section 5 of this Article).

The Medical Center will post available work time as part of the schedule posting on individual units. Employees will sign up for available times, which the Medical Center will assess based on economic efficiency and after considering prior selection of employees to work additional shifts hereunder.

The Medical Center will continue to use the Availability Book in which employees may sign up for certain days for which they agree they would be available and agreeable to perform extra work beyond their regular schedule. Signing up does not guarantee that the employee will be allowed to work that time. If an employee signs up for specific time and then refuses to work that time, the employee may be precluded from signing up for additional work for the next posted schedule.

Management will not be held responsible for employee's non-compliance with the Availability book.

If there are no employees available thru the Availability book management has the right to fill open shifts as needed, by using the most cost-effective method of filling the void on the schedule if necessary but may not use mandatory overtime except as per the collective bargaining agreement and the law.

In the event the most cost-effective method is not available as above, overtime will be granted to the full-time staff on a rotational basis.

13.2 Shift Rotation

Shift hours will be established for each employee and will not be changed unless by mutual agreement. Shift hour modifications of two (2) hours or more will be considered shift rotation.

There shall be no shift rotation except in the event of an emergency or unforeseen circumstances on a particular shift. For this article, an emergency shall mean unexpected vacancy such as an unscheduled medical leave. It will not apply to fill vacancies that are or should be anticipated.

In the event rotation becomes necessary, the Medical Center will make every reasonable effort to find acceptable alternatives to rotation and will seek volunteers. As a last resort, the least senior member in that unit will be required to rotate to another shift but only for the time period necessary to cover the emergency.

An employee who rotates to another shift shall receive an additional \$1.50 per hour for the course of the rotation.

13.3 Work Preference

Subject to the provisions of Section 1.3, preference for all available bargaining unit work time shall be given to bargaining unit employees over any other individuals. Outside Agency personnel may be utilized after available work time has been offered to bargaining unit employees.

Department Managers will offer available time to unit/department staff before the schedule is posted. After the schedule is posted, bargaining unit employees may bump non-

bargaining unit personnel up to four (4) hours before the start of the shift, provided the bargaining unit employee is available to work the full shift or scheduled hours and provided further that the employee does not cancel another shift in order to work the overtime.

An "Availability Book" will be kept in each department and Nursing office readily accessible to the employees. Anyone who wants to be called to work extra shifts can list their name along with the unit, shift and date s/he is available. In the event of absence or need for additional staff, bargaining unit employees who have made themselves available in this book and those who are on duty on the affected unit must be offered the right to work the time before using Outside Agency personnel. Extra shifts must be indicated on the monthly schedule.

13.4 Experimentation of Shifts

Upon the expressed interest of the majority of employees on a unit, the Medical Center shall meet with the Union to explore the experimentation of other systems of scheduling. No schedule modification shall be implemented until all terms thereof are mutually acceptable to the Medical Center and the Union. Such consent must be embodied in a written document, stating conditions thereof and executed by both parties.

13.5 Critical Need Incentive Bonus Pay for Registered Nurses and Licensed Practical Nurses

1. Once a draft schedule has been posted two (2) weeks prior to the start of the schedule, in accordance with Article 13.1, the Employer and the nurses will use the availability book to sign up and fill open shifts. The Employer will utilize all options available to fill these shifts inclusive of seeking agency staff.
2. If a four week schedule is posted with an open shift, the Employer will offer a bonus of twenty dollars (\$20.00) per hour to any nurse willing to work the open shift no later than seven days before the beginning of the period covered by the four week schedule.
3. If an open shift in a posted schedule occurs after the schedule is posted:
 - a. In the case of an open shift that occurs at least seven days before the shift, the Employer will offer a Bonus Shift seven days before the shift if efforts to fill the opening without a Bonus Shift have been unsuccessful.
 - b. In the case of an open shift in a schedule that occurs less than seven days before the shift, the Employer may offer a bonus shift. In making this determination, the Employer will staff to the ratios and levels in accordance with Article 4 and Appendix K of the collective bargaining agreement. In any four week schedule period, if any unit has a staffing deficiency more than 50% of the time without a bonus shift being offered, such event will be considered prima facie evidence of a violation of this agreement. The foregoing sentence shall only apply to this Article 13 and bonus shifts.
 - c. A nurse who volunteers for a Bonus Shift can be assigned to any unit in which they are qualified to work subject to the floating language in the collective bargaining agreement. Nurses who sign up and accept the bonus shift will be excluded from receiving \$15.00/hr float pay as outlined in Article 14.4.

4. If more nurses volunteer for a Bonus Shift than are needed, the Employer will be at liberty to select a nurse who would work straight time (by rotating seniority if necessary) over a nurse who would work overtime (by rotating seniority if necessary). Absent this differential, the assignment will be made on a rotating basis in order of seniority.
5. If a nurse cancels a Bonus Shift or fails to work a bonus shift due to an unscheduled absence, she/he will forfeit bonus pay for the shift that would qualify for bonus pay hereunder.
6. If a nurse cancels two or more Bonus Shifts, or fails to work two or more Bonus shifts due to unscheduled absences within the same two week period, she/he will forfeit bonus pay for an equal number of future shifts that would qualify for bonus pay hereunder.
7. If an employee works a Bonus Shift during a paid vacation day, he/she will receive either (1) bonus pay for that day in lieu of vacation pay, or (2) bonus pay and vacation pay for that day, at the employee's option. If the employee elects bonus pay in lieu of vacation pay, the vacation time for that day will be restored to the employee's vacation bank.
8. The Employer may cancel a Bonus Shift any time subject to the following:
 - a. If the Employer gives less than two (2) hours' notice of cancellation and the employee has not yet begun work, the nurse must be given at least 2 hours work or two (2) hours pay in lieu of work, including bonus shift pay, at the nurse's option.
 - b. If the nurse begins work without notice of cancellation, the Employer must give at least (i) four hours' notice of early shift termination, or (ii) four hours' additional pay, including bonus pay, or work in lieu of notice, at the Employer's option.
 - c. Total and partial cancellations of Bonus Shifts will not count toward downstaffing limitations in the collective bargaining agreement.
9. The Bonus shift and related procedures will not replace or limit any other existing practices or procedures for filling open shifts.

13.6 Incentive Bonus Pay for Bargaining Unit Employees other than RNs

1. The Employer may, in its sole and exclusive discretion, offer a bonus of \$10 per hour to an employee willing to work an open shift.
2. An employee who volunteers for a Bonus Shift can be assigned to any unit in which they are qualified to work.
3. If an employee works a Bonus Shift during a paid vacation day, he/she will receive either (1) bonus pay for that day in lieu of vacation pay, or (2) bonus pay and vacation pay for that day, at the employee's option. If the employee elects bonus pay in lieu of vacation pay, the vacation time for that day will be restored to the employee's vacation bank.

4. The Employer may cancel a Bonus Shift any time subject to the following:
 - a. If the Employer gives less than two (2) hours' notice of cancellation and the employee has not yet begun work, the Employee must be given at least 2 hours work or two (2) hours pay in lieu of work, including bonus shift pay, at the employee's option.
 - b. If the Employee begins work without notice of cancellation, the Employer must give at least (i) four hours' notice of early shift termination, or (ii) four hours' additional pay, including bonus pay, or work in lieu of notice, at the Employer's option.
 - c. Total and partial cancellations of Bonus Shifts will not count toward downstaffing limitations in the collective bargaining agreement.
5. The Bonus shift and related procedures will not replace or limit any other existing practices or procedures for filling open shifts.
6. Nothing in this Section 13.6 requires the Employer to offer a bonus shift.

14. FLOATING

14.1 Floating

The Medical Center shall make its best efforts to minimize floating during the term of this Agreement. Floating shall apply only to RNs and LPNs.

14.2 Floating Eligibility

Any employee shall float to other units or departments, provided that

- (i) S/he is qualified to provide patient care within the scope of the individual's license and capabilities; and
- (ii) S/he is properly oriented to such unit(s) or department(s). If an employee has not worked in the unit/department that s/he is being floated to, the employee shall receive an orientation which includes but is not limited to a tour of the unit, introduction to staff, review of assignment, updated information on new equipment and protocols and review of unit specific documents when applicable. All orientees and preceptors shall use a standardized "check list" to document the orientation process.
- (iii) If an employee has not regularly worked in a department/unit that s/he is being floated to, the employee may request to be given an additional orientation. Such orientation shall not be unreasonably denied.

14.3 Floating Districts

When it becomes necessary to move employees who are normally assigned to a particular unit, the Medical Center shall make every reasonable effort to see that employees are moved within the following general categories; however, it is specifically recognized that operational needs may require other assignments or staff may volunteer to work outside

their home district so long as the eligibility requirements of Article 14.2 are satisfied.

Districts for RNs

1. Critical Care: ICU/CCU, Telemetry, ED, PACU, PAU.

ICU/CCU RNs when floated to the ED will not be assigned to pediatric or trauma patients nor will they be assigned triage duties. ICU/CCU RNs will be assigned an ED RN on that shift to assist them with any questions they may have concerning working on the unit.

ICU/CCU RNs with less than 25 years seniority will have an extra component during their competency day related to ED requirements. Any ICU/CCU RNs new to the ED, will receive two 12-hour shifts of orientation to the unit.

ICU/CCU RNs when floated to the ED will be for Medical Surgical, Telemetry and ICU/CCU holds.

Telemetry RNs when floated to the ED will be assigned Telemetry and Medical Surgical holds.

PACU RNs when floated to the ED will be assigned Medical Surgical, Telemetry and ICU/CCU holds.

When floated to the ED, PAU RNs hired after July 1, 2018 will be assigned Medical Surgical, Telemetry and ICU/CCU holds. Individuals assigned to SDS and Endo as of June 30, 2018 will not be floated outside PAU.

2. Medical Surgical: Medical Surgical Units, TRCU, Telemetry, and Behavioral Health.

Telemetry RNs will not be floated to Behavioral Health or TCU.

3. Surgical: Endo can only float to PACU and Same Day.

4. Department of Cardiology: Non-invasive Cardiology, Cardiac Rehabilitation, Cardiac Cath Lab and Invasive Vascular. Non-invasive and Cardiac Rehabilitation RNs that float to the invasive areas of the Cardiac Cath Lab and the Invasive Vascular Department will be limited in scope to the holding area only. Cardio-Vascular RNs shall float to cover the Radiology RN.

If the Medical Center creates a new unit or changes, creates, or adds a new service, placement of the unit in the districts will be determined by mutual agreement between the Union and the Medical Center.

14.4 Floating Guidelines

The following guidelines will be followed when floating an employee from a regular unit or department:

1. In the event floating is necessary, volunteers will first be sought. If there are no volunteers, then Outside Agency personnel will be floated if the contract with the agency permits floating. Such agency staff must be qualified as per this Article. The Medical Center will use its best efforts to see that Agency personnel are to float first.
2. If there are no volunteers or eligible Outside Agency personnel, employees who have

reported to work overtime or extra shifts will be assigned to float if/when floating is necessary.

3. If there are no volunteers, eligible agency personnel, overtime, or extra shift personnel available to float, the least senior qualified employee shall be floated in order of reverse seniority on a rotating basis. The priority float order will be: per diem employees followed by part-time employees with less than twenty-five (25) years seniority, half-time employees with less than twenty-five (25) years seniority and full-time employees with less than twenty-five (25) years seniority.

- A. Nurses who are floated shall not be assigned charge responsibilities or duties, nor given assignments not commensurate with their experience and background. Nurses who are assigned charge responsibilities shall not be floated for that shift.
- B. It is understood and agreed that an employee shall not be responsible to care for patients or operate equipment unless the employee is appropriately qualified and oriented as per article 14.2.
- C. Regularly assigned employees who either volunteer or are assigned to float in lieu of an agency person shall be paid \$15.00 per hour float pay.
- D. Except in cases of unpreventable emergency or unforeseen circumstances, as defined in Article 4.1, the following additional rules shall apply:
 - i. Employees excluding per diems with more than twenty-five (25) years of seniority who are regularly assigned to a particular unit or department shall not be required to float.
 - ii. Every attempt will be made to complete floating assignments up to the first hour of the employee's shift.
 - iii. An employee shall not be floated more than once in the same shift, unless to or from a ten (10) or twelve (12) hour unit. A ten (10) or twelve (12) hour employee who is floated pursuant to this section will have the option to be returned to his/her home unit to complete his/her shift, be assigned to another unit, or may take time off, with or without the use of PTO/TOB time.
 - iv. Per diem staff will be floated first if doing so does not leave the unit without sufficient skilled and trained RNs and if those eligible to be floated are not normally assigned to the unit and cannot do the necessary paperwork, be in charge, etc.
 - v. Newly hired RNS with less than two years of experience in an acute care hospital, may not float or take charge for six (6) months after orientation. Rare exceptions may be made at the Medical Center's sole discretion.
- E. The Medical Center shall utilize its float pool to fill those vacancies created by the use of PTO/TOB and other benefit time of bargaining unit employees. However, regular and part-time employees who, due to fluctuations in the census, have not worked their normal number of hours, shall be given priority over other employees, to voluntarily float into another department to make up

their time provided that the staff member agrees to work the actual number of hours required by the shift assignment and that notice be given to the Nurse Manager/Supervisor in time to cancel scheduled overtime and/or agency shifts. Employees in the float pool will be eligible and encouraged to bid on permanent positions in units and departments and shall be entitled to all applicable benefits under the contract except float pay. An employee may split a shift with another employee, subject to the approval of the Nurse Manager/Supervisor.

14.5 It shall be understood that an employee is not responsible to care for patients or operate equipment for which the employee is not licensed or qualified. If an employee has been floated to another unit and believes the assignment is not in compliance with the provisions of this article, the employee shall notify his/her Supervisor or Nurse Manager—who will review the assignment and the employee's qualifications. If there is no resolution, the employee shall accept the assignment and may grieve it later. If an arbitrator upholds the grievance, the employee shall be compensated at the rate of time and one-half for each hour worked.

ARTICLE 15. CLOSURE OF UNIT AND DOWN STAFFING

A. Closure of Unit

In the event a unit or department is either:

- a. Fully closed on a temporary basis; or
- b. Partially closed due to a decline in patient census of sixty percent (60%) or more; or
- c. There are more employees assigned than required by patient care needs, the Medical Center will make its best efforts to reassign employees to work on units and departments where they are skilled, qualified and oriented to work. If there are no vacancies for which they are skilled, qualified and oriented to work, the employer will not unreasonably deny employees the right to temporarily fill vacant positions. Positions shall be offered to the most senior first.

B. Down staffing

Down staffing will occur on a priority basis as follows:

1. Scheduled half-time and full-time staff will be surveyed and asked if any would like to volunteer and use PTO/TOB or leave without pay.
2. Agency personnel scheduled will be cancelled. Thirteen (13) week agency personnel shall not be exempted from this provision.
3. Scheduled overtime will be cancelled.
4. Scheduled per-diem staff will be cancelled provided they have at least 2 hours' notice. In the Psychiatric unit (5B) only, per diem staff will be cancelled first if it does not leave the unit without a skilled and trained Psychiatric RN and if those eligible to be floated to 5B are not normally assigned to the unit and cannot do the necessary paperwork, be in charge, etc.

5. Staff may be floated to another shift or unit.
6. If the preceding steps do not achieve the necessary reductions of staff, the least senior employee will be automatically down staffed on a rotating basis provided that there are no other options (1-5 above). Anyone down staffed in this category will have the option to take PTO/TOB time or to take the time as unpaid time.

Staffing levels will be monitored during each shift with consideration given to patient activity, acuity, or workload and recommended staffing changes. Two hours' notice shall be given to employees scheduled to come to work if they are affected by down staffing.

If down staffing is necessary after a shift begins, employees currently working will be given two hours' notice before down staffing procedures are implemented as outlined above.

The above guidelines are not absolute and may vary to ensure that appropriate skill mix and competency levels are maintained.

7. Voluntary on-call for downstaffed nurses in CCU-ICU, 2R, 3R, & 5R, TCU, ER

If a nurse in ICU-CCU, 2R, 3R, 5R, TCU or ER is downstaffed as per Article 15 of the collective bargaining agreement, management may assign the downstaffed nurse to be on-call if the nurse is in agreement. The nurse shall receive on-call pay of \$9.00/hr. Nurses who are called into work from ICU- CCU or 2R may be required to work in either unit. Nurses who are called into work from 3R or 5R may be required to work in either unit. Nurses who are called into work under this agreement may be required to work in another unit in accordance with the float districts in Article 14 of the collective bargaining agreement.

If she/he is called into work, she/he shall receive a minimum of three (3) hours of pay at time and a half. The remainder of the shift shall be paid at straight time. If the nurse, having been downstaffed and placed on-call, is not called into work, she/he shall have the option of either:

- a) receiving on-call pay only or
- b) receiving on-call pay in addition to PTO/TOB pay

Management shall have discretion in assigning a downstaffed nurse to be on-call on a case-by-case basis. Management shall also have discretion as to when a nurse is called into work.

Participation in this program shall be voluntary on the part of the nurse who is downstaffed. Nurses may be required to float. If two or more nurses are downstaffed and volunteer to be on-call, seniority shall prevail in deciding which nurse shall be placed on-call on a rotating basis.

8. Voluntary on-call for all other employees (non-nurses)

If an employee is downstaffed as per Article 15 of the collective bargaining agreement, management may assign the downstaffed employee to be on-call if the employee is in agreement. The employee shall receive on-call pay of \$9.00/hr.

If she/he is called into work, she/he shall receive a minimum of three (3) hours of pay at time and a half. The remainder of the shift shall be paid at straight time. If the employee, having been downstaffed and placed on-call, is not called into work she/he shall have the option of either:

- a) receiving on-call pay only or
- b) receiving on-call pay in addition to PTO/TOB pay

Management shall have discretion in assigning an employee to be on-call on a case-by-case basis. Management shall also have discretion as to when an employee is called in to work.

Participation in this program shall be voluntary on the part of the employee who is downstaffed. If two or more employees are downstaffed and volunteer to be on-call, seniority shall prevail in deciding which employee shall be placed on-call on a rotating basis.

ARTICLE 16. CLASSIFICATION OF EMPLOYEES

The following shall define the classification of employees. Employees in each of these classifications are included in the bargaining unit and shall accrue seniority.

16.1 A Full-time employee is defined as an employee who is regularly scheduled to work forty (40) hours per week or 2080 hours per year. (Red circle those currently working a schedule more or less than described above, such as twelve (12) hour shift employees and/or employees designated as full-time by mutual agreement between the Employer and the Union.)

An employee who works as a .9 is considered a full time employee for purposes of layoff or reduction of hours.

16.2 A Half-time employee is defined as an employee who is regularly scheduled to work a minimum of twenty (20) but less than forty (40) hours per week.

16.3 Part-time employees are defined as employees who are regularly scheduled to work a minimum of one eight (8) hour shift but less than forty (40) hours per pay period.

16.4 Per Diem employees are defined as employees who work on a day-to-day basis as needed. If the Medical Center determines that a need in the department or unit exists, per diem employees must work as directed by the Medical Center:

- Two (2) 8, 10 or 12 hour shifts per schedule (PD I)
- Four (4) 8, 10 or 12 weekend shifts per schedule (PD II)
- One of each of the following pairs of holidays:
 - Christmas Day or New Year's Day
 - Memorial Day or July 4th
 - Labor Day or Thanksgiving

Except for base hourly rates of pay, the grievance and arbitration procedures, and provisions expressly applicable to Per Diem employees, nothing in this agreement shall apply to Per Diem employees.

There shall be no mandatory weekend requirements except as otherwise provided.

Per Diems are required to give the Medical Center four (4) hours' advance notice of cancellation of a scheduled shift.

Effective June 1, 2006 per diem seniority will be calculated on hours worked (with a maximum of 2080 hours). Overtime will be paid for hours in excess of 40 hours per week. Holidays are paid at the overtime rate of pay.

Effective July 1, 2006 (start date for quarter 3)

To maintain employment, Per diem II employees must meet the weekend requirement according to the following schedule, unless cancelled by the Medical Center:

At completion of

QTR 1 (Jan 1-Mar 31)	12 weekend shifts worked
QTR 2 (Apr 1-June 30)	26 weekend shifts worked
QTR 3 (Jul 1-Sept 30)	38 weekend shifts worked
QTR 4 (Oct 1-Dec 31)	50 weekend shifts worked

If a quarterly commitment is not met, it is expected that time will be made up in the next quarter. The per diem will be notified by June 30 concerning the amount of weekend shifts needed to be made up by September 30. If the requisite amount of shifts is not made up, the per diem may, at the option of the Medical Center, be precluded from working any shifts during the period from October 1 through November 15.

Per Diems will be paid in accordance with Appendix F.

The Medical Center will make an effort to create per diem positions for all units and all shifts.

- 16.5 The Medical Center will be required to create and post positions on units when the need is established through the regular use of overtime or per diem hours beyond their regular schedule. Regular use shall be defined as the actual hours worked or equivalent cost of time equal to a full-time, half-time or part-time position over three (3) months with up to a three (3) month extension with consent of the Union which shall not be unreasonably withheld.

ARTICLE 17. WAGES AND EXPERIENCE RECOGNITION

17.1 Regular Compensation Rate

Regular compensation rate shall be defined as the employee's base hourly rate of pay plus shift differential. The base rate shall be defined as the employee's hourly rate of pay without differential, certifications or special arrangements such as for those who were red-circled in ICU/CCU.

17.2 Premium Compensation Rate

Premium compensation rate of pay shall be defined as the regular compensation rate at time and one half.

17.3 Wages and Experience Recognition

1. All members of the RN, Professional, Technical, BOC and Service units will be placed on the wage schedule after being given recognition for all appropriate validated experience. (Appendices A-E)
2. Such appropriate validated experience shall include all non-Bayonne Medical Center experience and Bayonne Medical Center experience which is directly related to the job the employee is performing at the Medical Center. Credit shall be given for experience in:
 - a. Acute care hospitals
 - b. Supplemental agency staffing in acute care setting (if validated)
 - c. Military Service
 - d. Service in other facilities which is validated and directly related to the job the employee is performing.
3. Prior Experience (prior to Bayonne Medical Center) shall be credited with one (1) year of service for each year of outside experience for Professionals, RN, Business Office Clerical (BOC) and Technical units, provided that it is directly related in the same job title.

Prior experience (prior to Bayonne Medical Center) shall be credited with one (1) year of service for every two (2) years of outside experience up to three (3) steps for service unit employees in Environmental Services, Food and Nutrition and Store Room, provided that it is directly related in the same job title.

Prior experience (prior to Bayonne Medical Center) shall be credited with one (1) year of service for every two (2) years of outside experience up to five (5) steps for all other service unit jobs, provided that it is directly related in the same job title.

4. For non-Bayonne Medical Center employee applicants, a year shall be defined as twelve (12) months of continuous service as a full-time or part-time employee. In order to receive credit for a full year, the employee must have worked at least six (6) months during the year as a full-time or part-time employee. Current Bayonne Medical Center employees will be credited on a one to one (1-1) basis regardless of their classification (FT, HT, PT or PD).
5. In the event certification for EMTs is no longer recognized, employees currently receiving certification differential will continue to do so.
 - A. LPNs who became RNs shall be credited with one (1) year of RN experience for every two (2) years of appropriate Bayonne Medical Center LPN experience.
 - B. Transfer to Other Job Titles

Employees in the Service Bargaining Unit who transfer within the same compensation grade will stay on their respective experience step. Employees who bid on and are granted transfer to positions listed in a different compensation grade will be adjusted upward or downward to reflect proper placement on the wage scale for that grade.

6. General Wage Increases for All Bargaining Unit Employees, Including Full-Time Employees, Part-Time Employees and Per Diem Employees

A. First Year of the Agreement:

For all RNs who are at step 25 or above of the experience scale in Appendix A to the collective bargaining agreement and all per diem employees, a 3.14% across-the-board wage increase effective at the beginning of the first complete pay period in July 2021.

For all RNs who are at step 23 or lower of the experience scale in Appendix A to the collective bargaining agreement, two (2) step increases effective at the beginning of the first complete pay period in July 2021.

For all RNs who are at step 24 of the experience scale in Appendix A to the collective bargaining agreement, one (1) step increase and a 1.57% across-the-board wage increase effective at the beginning of the first complete pay period in July 2021.

Immediately after the above increases are implemented, eliminate current steps Start and 1 in RN experience scales 9 and 10 in Appendix A to the collective bargaining agreement.

For all non-RNs, a 3.00% across-the-board wage increase effective at the beginning of the first complete pay period in July 2021.

B. Second Year of the Agreement:

For all RNs who are at step 25 or above of the experience scale in Appendix A to the collective bargaining agreement and all per diem employees, a 3.14% across-the-board wage increase effective at the beginning of the first complete pay period in July 2022.

For all RNs who are at step 23 or lower of the experience scale in Appendix A to the collective bargaining agreement, two (2) step increases effective at the beginning of the first complete pay period in July 2022.

For all RNs who are at step 24 of the experience scale in Appendix A to the collective bargaining agreement, one (1) step increase and a 1.57% across-the-board wage increase effective at the beginning of the first complete pay period in July 2022.

For all RNs who are not eligible for the Special Pay Differential described herein because they normally do not work in any of the designated areas, an additional step increase (for those at step 24 of the experience scale in Appendix A or lower) or an additional 1.57% across-the-board increase (for those at step 25 of the experience scale in Appendix A or above) effective at the beginning of the first complete pay period in July 2022.

For all non-RNs, a 3.00% across-the-board wage increase effective at the beginning of the first complete pay period in July 2022.

C. Third Year of the Agreement:

For all RNs who are at step 25 or above of the experience scale in Appendix A to the collective bargaining agreement and all per diem employees, a 3.14% across-the-board wage increase effective at the beginning of the first complete pay period in July 2023.

For all RNs who are at step 23 or lower of the experience scale in Appendix A to the collective bargaining agreement, two (2) step increases effective at the beginning of the first complete pay period in July 2023.

For all RNs who are at step 24 of the experience scale in Appendix A to the collective bargaining agreement, one (1) step increase and a 1.57% across-the-board wage increase effective at the beginning of the first complete pay period in July 2023.

For all RNs who are not eligible for the Special Pay Differential described herein because they normally do not work in any of the designated areas, an additional step increase (for those at step 24 of the experience scale in Appendix A or lower) or an additional 1.57% across-the-board increase (for those at step 25 of the experience scale in Appendix A or above) effective at the beginning of the first complete pay period in July 2023.

For all non-RNs, a 3.00% across-the-board wage increase effective at the beginning of the first complete pay period in July 2023.

- D. Except as provided herein, all experience steps and longevity payments in the collective bargaining agreement will remain frozen for the duration of the agreement.
- 7. Per Diem and LPN Rates shall be as listed in Appendix F. If an employee converts to per diem status, they shall maintain their rate of pay, if it is higher than the per diem rate of pay at the time they change status.
- 8. A. Wages In Excess of Contract Minimums

The Medical Center shall have the sole discretion to pay wage rates in excess of contract minimums to newly hired full-time employees subject to the following:

- i. The Medical Center will notify the Union in writing of its intent to exercise this right.
- ii. Within thirty (30) days of such notice, the Union will meet with the Medical Center to negotiate the impact of exercising this right on incumbent employees in the same job classification.
- iii. At the conclusion of this process, the Medical Center shall have the right to implement wage rates in excess of contract minimums for newly hired employees.
- iv. New hires will not be paid more than any current employee in the same job classification within the same level of experience.

B. Hiring Bonus

The Medical Center shall have the sole discretion to pay hiring bonuses subject to the following:

- i. The hiring bonus will enhance the Medical Center's ability to fill a vacancy that remains open despite conventional recruitment effort.
- ii. The Medical Center will provide to the Union all relevant information demonstrating the need to offer the hiring bonus.
- iii. The amount of the bonus shall be determined by the Medical Center.
- iv. The new hire must give the Medical Center a written commitment to remain employed for a minimum of two (2) years and agree to prorated forfeiture of the hiring bonus to the extent the commitment is not satisfied.
- v. If a bargaining unit employee refers to the Medical Center an applicant eligible for a hiring bonus and if the applicant is hired and satisfies the two year commitment the Medical Center will pay the referring employee \$500 minus all legally required taxes and withholding in a separate check.

9. All increases to be effective as of the first full pay period of the given month.
10. Arbitration (AAA Case No. 01-18-0000-3748): Within 90 days of ratification of the 2021-2024 collective bargaining agreement, the Parties will meet and confer regarding the impact of the new contract on employees covered by the settlement resolving this arbitration.

17.4 Longevity

Effective June 1, 2005, all full-time and part-time employees shall receive a longevity differential for years of service at Bayonne Medical Center. The longevity differential shall be added to the base rate of pay and shall be considered for purposes of calculating overtime and pension payments.

<u>Years of Service</u>	<u>Hourly Increase to Base Rate</u>	
6-10 Years	\$300	\$.14
11-15 Years	\$450	\$.22
16-20 Years	\$600	\$.29
20-25 Years	\$750	\$.36
26-30 Years	\$900	\$.43
31 +Years	\$1100	\$.53

For the duration of this agreement, employees shall not qualify for further differentials pursuant to this section. However, all differentials previously granted pursuant to this section shall be maintained.

ARTICLE 18. DIFFERENTIALS

18.1 A shift differential of ten percent (10%) shall be paid for all hours worked on a shift provided that one-half (1/2) or more of the hours are worked between 3pm and 11pm. A shift differential of twelve percent (12%) shall be paid for all hours worked on a shift provided that one half (1/2) or more of the hours are worked between 11pm and 7am. If an employee's shift begins prior to 3pm or ends after 7am and s/he works more than three (3) hours between 3pm and 7am, s/he will receive the appropriate shift differential for those hours worked between 3pm and 7am.

18.2 Preceptor Differential

The Medical Center will establish a formal preceptor program that shall provide orientation and mentoring to new employees and those transferring to different units/departments. A Preceptor Differential shall be paid for all hours worked in the capacity of a preceptor to any employee who is designated by the Medical Center as a preceptor to assist in the orientation of another CarePoint employee, intern or others working at the Medical Center. The Preceptor Differential shall increase from \$2.00 per hour to \$3.00 per hour effective at the beginning of the first complete pay period in July 2021. A preceptor shall not be required to precept an unlicensed or non-certified intern who requires hands on training. If a preceptor volunteers to precept an unlicensed or non-certified intern who requires hands on training, the preceptor shall have a reduced assignment.

The Medical Center shall exert every reasonable effort to seek volunteers for the program before designating an employee as a preceptor. If there are no volunteers, the Medical Center will make every effort to assure mutual consent before designating an employee as a preceptor. All preceptors must have completed the preceptor course within two (2) years of the commencement of their duties as preceptor. Employees who are on probation or orientation shall not precept other employees.

18.3 Certification Differential

Employees will receive a \$1.00 per hour differential for certification in their specialty as set forth on the attached Appendix G, effective the date of the certification, limited to one certification per person. If a current employee is certified in a specialty other than his/her current area of practice, he/she will continue to receive the certification differential until the certification expires. Thereafter, in order to receive the differential, he/she must be certified in his/her current area of practice.

18.4 ICU Differential

Employees who currently receive a differential for working in ICU shall continue to receive the differential provided that they are placed in the weekend rotation. (Red Circle). Weekend rotation shall be used as needed.

18.5 PCP Certification

A Patient Care Partner (PCP) who is not certified shall be classified as PCP and paid at Grade 5 of the wage scale. A PCP who has a NJ State CNA certification in Long Term Care will be classified as a Certified Nursing Assistant and will be paid at Grade 6 of the wage scale.

18.6 Charge Pay

Employees in any department who assume the responsibility of Charge will receive Charge Pay for each hour in charge. Charge Pay shall increase from \$2.00 per hour to \$3.00 per hour effective at the beginning of the first complete pay period in July 2021.

18.7 Cardiac/Vascular Lab Differential

There will be a \$2.00 per hour differential for all hours worked by all employees in the Cardiac Cath Lab, except for staff floating to the holding area.

18.8 Education Bonus

Full-time and part-time nurses (not per diem nurses) who have a Bachelors Degree in nursing and/or Masters Degree in nursing will receive an annual payment of \$1,000.00. Such nurses will receive \$500.00 upon ratification and, thereafter, \$500.00 on January 1 and \$500.00 on July 1 of each year. Nurses on a paid or unpaid leave of absence shall not be paid their education bonus for the period of time they are on leave. Nurses who return from an approved leave of absence shall receive the bonus when they return from leave.

18.9 Special Pay Differentials

Effective at the beginning of the first complete pay period in July 2021, all non-per diem RNs shall receive a \$6.00/hr. Special Pay Differential for all hours worked in the Operating Room, Intensive Care Unit, the Emergency Department, and PACU. The differential will not be paid for paid time off. Per diem employees are ineligible for Special Pay differentials.

Effective at the beginning of the first complete pay period in July 2021, all non-per diem RNs shall receive a \$4.00/hr. Special Pay Differential for all hours worked in the Cardiac Cath Lab. The differential will not be paid for paid time off. Per diem employees are ineligible for Special Pay differentials.

Effective at the beginning of the first complete pay period in July 2021, all non-per diem Certified Surgical Technologists shall receive a \$4.00/hr. Special Pay Differential

for all hours worked. The differential will not be paid for paid time off. Per diem employees are ineligible for Special Pay differentials.

ARTICLE 19. PAID TIME OFF

19.1 Paid Time Off (PTO)/Time Off Benefits (TOB) will continue in accordance with the Medical Center policy (7.18.0) effective June 1, 2012. The policy shall be incorporated by reference into this Agreement as Appendix H.

19.2 Half-Time Entitlement

Half- time employees shall receive a prorated amount of paid time off.

19.3 PTO/TOB Scheduling

The Medical Center maintains the exclusive right to approve or deny PTO/TOB requests subject to staffing requirements and operational demands, and the employee having adequate vacation accrual to support the request.

All PTO/TOB time must be earned and accrued before it is taken. If at the time of the scheduled vacation or other planned time off, the employee does not have sufficient earned and accrued PTO/TOB, the Medical Center can deny the previously approved scheduled time off, provided, however, that employees who do not have sufficient earned and accrued PTO/TOB at the time of a scheduled vacation due to the usage of such time when they have been down staffed pursuant to Article 15 B of this Agreement shall be exempt from this provision.

Unless current practice in a given unit provides otherwise, there will be a two (2) week maximum PTO/TOB limit for individual employees with respect to PTO/TOB requests from June 15 to Labor Day. However, such limit may be waived at the discretion of the Medical Center.

Unless current practice in a given unit provides otherwise, PTO/TOB requests may be submitted up to a maximum of twelve (12) months prior to the period being requested, excluding radiology. Requests will be considered on a first come, first serve basis. Requests for all other times must be submitted at least two (2) weeks prior to the work schedule being posted. Requests for PTO/TOB time submitted after the posting of the work schedule will not be unreasonably denied if the employee finds his or her own coverage without incurring overtime.

Subject to the above, in determining which employee is entitled to a particular PTO/TOB period, the following rules shall apply:

- a. If an employee submits a request and no other employee submits a request within five (5) calendar days of the first submission, then the employee who first submitted shall be entitled to the selected period, seniority notwithstanding. All vacation requests will be posted in the department for a total of 5 days so that seniority may be addressed in case of a conflict.
- b. If an employee submits and another employee or employees submit a request for

the same PTO/TOB period and all submissions are made within the same five (5) calendar days of the first submission, then the employee with the greatest bargaining unit seniority shall be granted the period in question, if staffing does not permit the granting of all requests.

- c. In any event, each employee who has submitted a PTO/TOB request shall, within ten (10) calendar days of said submission, be advised if the request has been granted. When a PTO/TOB request is submitted, the employer will be required to sign a copy and return a copy to the employee with the time and date of receipt.
 - d. Employees may take PTO/TOB days in full week blocks, as individual days or in increments of no less than one (1) hour, if approved by the Medical Center.
 - e. Employees shall be permitted to utilize up to three (3) PTO/TOB days annually for use in connection with unforeseen personal or family emergencies. Use of one (1) of these PTO/TOB days shall not be considered an unscheduled occurrence pursuant to BMC policy. Use of the remaining two (2) PTO/TOB days shall be considered unscheduled occurrences pursuant to BMC policy.
- 19.4 If an employee fails to report to work during a weather emergency, the employee will not receive compensation nor be permitted to use accrued PTO/TOB or sick time to cover the absence. Should an employee call in sick during a weather emergency, the employee must provide satisfactory medical documentation from a physician in order to receive sick pay for the day; otherwise, the employee will not be paid for the day.

Should a department close due to a weather emergency, employees may be reassigned to patient care areas in need of additional staff. Should this need not exist, employees may be sent home and, at their option, use accrued PTO/TOB available or take the time without pay.

ARTICLE 20. HOLIDAYS

- 20.1 A. Full-time employees are entitled to six (6) designated holidays per year. Half-time employees working twenty (20) or more hours are entitled to the same holidays on a prorated basis. Part-time employees working less than twenty (20) hours per week and temporary employees do not receive holidays. The following are the recognized holidays:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day (or a religious holiday of the employee's choosing, provided that notice of such choice is given in writing to the Medical Center on or before January 31 of the applicable year.)

Beginning in 2018, Employees are entitled to one (1) paid float holiday per calendar year, paid at straight time, which shall be scheduled in accordance with the procedure for PTO/TOB/scheduling set forth in Article 19.

- B. Employees working other than an eight (8) hour shift may use a portion of other accrued benefit time to supplement a full days' holiday pay.

C. Memorial Day, Labor Day and Thanksgiving Day will be celebrated on the nationally recognized date. In departments that are not open on weekends, when Christmas, New Year's Day or Independence Day falls on a weekend, the Medical Center will celebrate the holiday on the Friday or Monday closest to it, with holiday scheduling. However, time and one-half pay will only be paid for time actually worked on December 25th, January 1 and July 4th.

D. If Thanksgiving Day, Christmas Day, or New Year's Day fall on a weekday, employees in dialysis may be required to work the Sunday prior to or after the holiday as dialysis needs to be provided six (6) days a week. Employees required to do this will receive Holiday pay in accordance with Section 20.3.

20.2 Entitlement Limitations

Employees shall receive holiday pay at the employee's regular compensation rate for holidays regardless of the day of the week on which any such holiday falls provided that such employee works the scheduled workday immediately preceding and immediately following the scheduled holiday. The exception to this is if the employee is unable to work due to illness or is laid off during the week in which the holiday occurs. The Medical Center reserves the right to require validation of the illness.

20.3 Holiday Pay

In the event that an employee is required to work on any of the holidays specified herein, the employee shall be paid for all hours worked on that holiday at the rate of one and one-half (1½) times the employee's rate of pay and shall receive an additional day off with regular pay within sixty (60) days. If the day cannot be taken within sixty (60) days, by mutual agreement between the employee and the Medical Center, the time for use of the day shall be extended or the employee shall receive in addition to the payment for working on the holiday, eight (8) hours (or a prorated amount in accordance with Article 19.1A) of holiday pay at the employee's regular compensation rate of pay.

Employees may alter their scheduled holiday work by finding other employees within the unit who are willing to work their scheduled holidays, provided, however, that the change does not result in additional cost to the Medical Center. When an employee works another employee's scheduled holiday, the employee who originally was scheduled to work on the holiday will get credit toward the holiday work requirement.

20.4 Holiday As Day Off

If a legal holiday falls on an employee's regularly scheduled day off, the employee shall receive an additional day off with regular pay within sixty (60) days of the holiday. If the day cannot be taken within sixty (60) days, by mutual agreement between the employee and the Medical Center, the time for use of the day shall be extended or the employee shall receive eight (8) hours (or a prorated amount in accordance with Article 20.1A) of holiday pay at the employee's regular rate of pay.

20.5 Holiday During Paid Time Off

If a legal holiday falls during an employee's paid time off, the employee shall receive

another day off.

20.6 Holiday Scheduling

The Medical Center will distribute time off on holidays for full-time, half-time and part-time employees on an equitable basis for the full year as follows:

- A. The employer will make every reasonable effort to grant an employee's request for a holiday off.
- B. If two (2) or more employees request the same holiday off and staffing requirements do not permit all requests to be granted, the employee who worked the same holiday the prior year shall have preference.
- C. Among employees requesting the same holiday off who worked that holiday the previous year, seniority shall prevail when all requests cannot be granted on a rotating basis.
- D. All employees must work one of each of the following pairs of holidays on a rotating basis:
 - Christmas Day or New Year's Day
 - Memorial Day or Independence Day
 - Labor Day or Thanksgiving Day

In the event of a conflict, the less senior employee will work the same holiday as he/she worked in the prior year.

In the event the Medical Center does not have adequate staffing on a holiday, the Medical Center may make changes to the holiday schedule consistent with the process identified in this section.

The Medical Center will post the holiday work schedule on or before April 1 for holiday scheduling through January 1 of the next calendar year, except for the on call schedule.

ARTICLE 21. SICK LEAVE

- 21.1 a. The maximum amount in accrued sick leave at any time shall be (a) sick leave accrued and unused as of May 31, 2009; or (b) thirty (30) days, whichever is greater.

Employees shall accrue seven (7) days of sick leave per year.

The Plan Year pursuant to Sections 21.1(b) and 21.1(c) of this Article shall be from January 1 to December 31.

b. New Jersey State Earned Sick Leave: Effective January 1, 2019, the Employer shall comply with all provisions of the New Jersey Earned Sick Leave Act of 2018 (the "Act") with respect to its full time, half-time and part-time employees. Effective January 1, 2019, nothing in this Agreement shall be construed to waive or reduce rights or benefits provided pursuant to the Act.

Effective January 1, 2019, the first forty (40) hours of paid sick leave utilized by a full time, half time or part time employee in a plan year will be treated as paid sick leave under the New Jersey Earned Sick Leave Act (the "Act"), and thus, an employee may utilize this paid sick leave for reasons specified in the Act. If an employee is absent for reasons covered by the Act (see Appendix L, which lists current permissible reasons for leave under the Act), the employee must notify his/her supervisor at least three (3)

hours before the start of the scheduled shift on each day of absence, or if three hours' notice is not possible under the circumstances, then as soon as practicable. These accruals shall be used to avoid the loss of income and be paid at the employee's current rate of pay.

Employees absent three (3) or more consecutive shifts due to reasons specified in the Act, shall be required to present reasonable documentation, as this term is defined by the Act, that the leave is being taken for the purpose permitted under the law.

The Medical Center shall not count sick leave accrued and taken under the Act and this Section 21.1(b) as an occurrence or absence that may result in the employee being subject to discipline, discharge, demotion, suspension, a loss or reduction of pay, or any other adverse action.

In accordance with the Act, the Hospital may prohibit employees from using foreseeable earned sick leave on the following dates and require reasonable documentation if sick leave that is not foreseeable is used during these dates:

- Friday after Thanksgiving
- St. Patrick's Day (the night shift of 3/17 and the day shift of 3/18)
- Easter
- October 31st
- Mother's Day
- Father's Day

Eligible employees may carry over from plan year to plan year a maximum of forty (40) hours of NJ State Earned Sick Leave. At all times, eligible employees may have in their banks a maximum of eighty (80) hours of NJ State Earned Sick Leave. However, in any given plan year, eligible employees may use no more than forty (40) hours of NJ State Earned Sick Leave.

c. Non-New Jersey State Earned Sick Leave: All sick leave in excess of that granted by the Act may be utilized by a full time, half time or part time employee may be used for an absence due to the employee's own medical, personal illness or injury and will not be treated as paid sick leave under the Act. In order to be paid for this sick leave, the employee must notify his/her supervisor at least three (3) hours before the start of the scheduled shift on each day of absence, or if three hours' notice is not possible under the circumstances, then as soon as practicable. These accruals shall be used to avoid the loss of income and be paid at the employee's current rate of pay.

Employees absent from work may be required to present reasonable documentation that the leave is being taken for permissible purposes.

21.2 Extended Illness Bank

The Extended Illness Bank (EIB) shall contain the unused sick days accrued by employees prior to January 1, 1996 in accordance with the Medical Center's policy, except as limited by this Agreement.

Employees may use EIB for illness or injury of three (3) or more consecutive days. EIB may be used retroactive to the first (1st) day of illness or injury. Full and half-time

employees who become permanently disabled shall utilize all days in their extended illness bank as terminal leave.

EIB may be used for FMLA leave for a serious illness suffered by the employee. In the event of serious illness of a family member, EIB may be used after the employee exhausts all of his/her PTO/TOB time.

- 21.3 With respect to all absences covered by Sections 21.1(b) or 21.1(c) of this Article, an employee shall reasonably keep his/her supervisor informed of his/her progress while absent.
- 21.4 When an employee is eligible, s/he may apply for Temporary Disability Benefits, currently provided by the State of New Jersey. If s/he has accrued time available, the Medical Center, at the employee's option, shall pay the difference between the Temporary Disability Benefits (or Worker's Compensation Benefits) and the employee's regular wages. Only that portion of the sick accrual used will be charged from the employee's accrued bank of days. Accruals shall be taken in conjunction with disability. In accordance with state law, if a majority of eligible employees elect to change to a private temporary disability plan, there shall be no change in the benefit other than the provider.
- 21.5 In accordance with New Jersey State law, half-time and part-time employees shall be credited for accrued hours on a pro-rata basis. Such half time and part-time employees shall use accrued hours in eight (8) hour increments for eight (8) hours of time lost due to illness or injury, except ten (10) or twelve (12) hour a day employees who shall use accruals in ten (10) or twelve (12) hour increments respectively. This section is not intended to affect the payment of time accruals as described in Article 21.4 when an employee is eligible for temporary disability benefits.
- 21.6 EIB and sick leave shall not be used for illness or injury occurring during a scheduled holiday, personal day or vacation, unless the employee is hospitalized. Sick leave and PTO/TOB time may be used in accordance with this agreement if illness or injury prevails beyond a scheduled holiday, or PTO/TOB time.
- 21.7 Extended Illness Bank Reimbursement

The Medical Center will continue the extended illness reimbursement practice as follows:

- a. All eligible employees who have accumulated time in the Extended Illness Bank may be permitted to participate in the Medical Center's Extended Illness Bank Reimbursement Plan upon termination of employment with proper notice.
- b. To be eligible for reimbursement, the employee must have been hired prior to January 1, 1996 and have completed a minimum of five (5) years of continuous service, inclusive of approved leave either as a half-time employee working twenty (20) or more hours, or full-time employee, or any combination thereof.
- c. Full-time and half-time employees with ten (10) years or more of service as of January 1, 1996 will be eligible for reimbursement of 50% of their Extended Illness Bank up to a maximum of sixty (60) days.

- d. Full-time and half-time employees with five (5) years but less than ten (10) years of service as of January 1, 1996, will be eligible for reimbursement of 50% of their Extended Illness Bank up to a maximum of forty five (45) days regardless of years of service at termination.
- e. Full-time and half-time employees with less than five (5) years of service as of January 1, 1996, will be eligible for reimbursement at 50% of their accumulated sick time to a maximum according to the following schedule regardless of years of service at termination:

4 years of service	-	35 day maximum
3 years of service	-	25 day maximum
2 years of service	-	15 day maximum
1 year or less	-	5 day maximum

f. **Unscheduled PTO/TOB Bonus Program**

Employees with perfect attendance from December 1, 2020 through November 30, 2021, and during the same period in subsequent years, shall receive a bonus in the amount of \$600 and be permitted to “cash in” up to four (4) PTO/TOB days pay.

Employees with perfect attendance from December 1, 2020 through November 30, 2021 and during the same period in subsequent years who have accrued two hundred and forty (240) hours of sick time as of November 30 shall also be permitted to sell back up to sixteen (16) hours of sick time.

Payment shall be made before the December Holiday. Accumulated PTO/TOB leave and sick time shall be reduced by the number of days or hours s/he elects to cash in.

Effective December 1, 2009, there will no longer be a 160 hour EIB requirement.

g. **Retirement Payment for EIB:**

Full and half-time employees with thirty (30) or more years of service shall be reimbursed for 2/3 (two-thirds) of their accumulated EIB upon retirement to a maximum of one hundred twenty (120) days total reimbursement.

ARTICLE 22. HOURS OF WORK AND OVERTIME

22.1 **WORK WEEK and WORK DAY**

This Article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or week or of days of work per week.

The basic workweek shall consist of forty (40) hours. The basic workday shall consist of eight (8), ten (10), or twelve (12) hour shifts per day, excluding a thirty (30) minute meal period. An employee’s daily hours (8, 10 or 12) may not be changed except by mutual agreement. (Red circle differential shift/pay arrangements for ICU and other

units, as applicable.)

No employee shall be required to work more than sixteen (16) hours in a twenty-four (24) hour period. If an employee works more than sixteen (16) hours they shall be paid time and a half for all hours worked.

22.2 Regular/ Overtime Pay

All work performed in excess of forty (40) hours in any one (1) work week shall be considered overtime and compensated for at the premium compensation rate of pay.

All paid and unpaid leave, including unpaid leave days, sick time, EIB, FMLA, PTO/TOB, Union Days, Educational Days and time off for holidays shall not count as time worked for the purpose of calculating eligibility for overtime premium pay.

All changes of shift in a department or unit (specifically from 8 hour shifts to 10 hour or 12 hour shifts, from 10 hour shifts to 12 or 8 hour shifts, or from 12 hour shifts to 8 or 10 hour shifts) must be agreed to by a 75% vote of all employees working in the unit or department affected by the change. The Union shall meet with the employees to explain the change and shall supervise a secret ballot vote. Such votes to change the shift in a department or unit shall not take place more than once in a twelve month period in each department or unit.

22.3 Pay Period/Pay Checks

Frequency of pay will continue as heretofore. All paychecks will be delivered in envelopes. Pay stubs will clearly identify specific hours worked and compensated, entitled rates and differentials.

When an error in pay has been brought to the attention of the Department Head or designee, the Medical Center will issue a check with the correction as soon as possible but no later than the Monday or Thursday following the report of the problem, whichever day comes first.

In the event the delay in payment results in a bank charge or penalty, due to a Medical Center error, the Medical Center will issue a letter of explanation to the bank. Payment for time worked for employees who, on an infrequent basis, fail to use the ID card, or sign in or out process will not be unreasonably delayed.

No more frequently than once every three (3) months, unless there are repeated problems with accuracy, each employee may submit a written request to his/her manager for a copy of the payroll record that itemizes the differentials and deductions. The request must be submitted at least seven (7) days in advance.

22.4 Overtime

The Medical Center shall have the right to require employees to work a reasonable amount of overtime, which shall be equally distributed among employees in their respective professions, provided they are capable of performing the work. The Medical Center can deny overtime to an employee who is deemed to be physically unable to perform the work or whose judgment appears to be impaired.

Voluntary Overtime

When overtime is deemed necessary by the Medical Center, the Medical Center shall ask for volunteers within the respective profession. When two (2) or more employees in the same title volunteer for the overtime assignment, the Medical Center shall assign the overtime to the most senior qualified employee. Voluntary overtime shall be distributed on a rotating basis. Employees who have volunteered to perform overtime and who call to cancel must provide the Medical Center with four (4) hours notice of cancellation of overtime. When an employee's overtime shift is cancelled, if less than ninety (90) minutes notice is given to the employee by the Medical Center, then the employee will receive a twenty dollar (\$20.00) stipend no later than the second (2nd) pay period following the event.

Mandatory Overtime

- A. Mandatory overtime may be imposed only in cases of unforeseen or emergent circumstances. Mandatory overtime will be limited to what the law permits. The Medical Center must first make documented attempts to:
 - 1.) Seek volunteers
 - 2.) Seek coverage by per diems
 - 3.) Utilize floating as per contract provisions
 - 4.) Seek coverage from outside agencies
- B. Mandatory overtime will be limited to an employee's own unit or department. If necessary, it will be assigned to the least senior qualified person to work the assignment, on a rotating basis.
- C. The Medical Center will make its best efforts to provide an employee who is to be mandated to work overtime with as much notice as possible.
- D. No employee will be required to work greater than eight (8) hours of mandated overtime in a rolling forty-five (45) day period for the remainder of this Agreement.
- E. The Medical Center will comply with New Jersey Law concerning mandatory overtime.
- F. If an employee is scheduled to work a shift again within twenty-four (24) hours of the end of the mandated shift, the employee will be allowed an unpaid sleep day for that scheduled shift. For the purpose of this article, the employee must work a shift of six (6) hours or more to be eligible for the sleep day. If the Medical Center requests, the employee shall work the sleep day and shall be paid at time and one-half (1½) for each hour worked.

22.5 Breaks And Meal Periods

Employees who work eight (8) or ten (10) hour shifts shall be entitled to one (1) break of fifteen (15) minutes in addition to an unpaid lunch of thirty (30) minutes. Employees who work twelve (12) or thirteen (13) hour shifts will be entitled to two (2), fifteen (15) minute breaks in addition to an unpaid lunch of thirty (30) minutes. Breaks shall be scheduled by mutual agreement between the employee and the Medical Center. Telephone Operators shall receive one (1) fifteen (15) minute break.

22.6 Weekend Requirement

- A. The foregoing does not limit the Medical Center's right to hire new employees with the understanding that they shall have greater weekend work requirements than other employees in the same department/unit; however, no full-time or part-time employee shall be required to work more than every other weekend, unless such requirement is included in the hiring and requisition and job posting.
- B. Employees who work in units or departments that are not open weekends shall not be required to work weekends. In the event the Medical Center determines that such units or departments shall be open weekends, the Medical Center will determine how weekend coverage is provided after receiving recommendations from the Labor-Management Committee.
- C. Units and departments that have not been requiring employees to make up missed weekends shall not require employees to make up missed weekends.
- D. Missed weekend:

Employees who work in units that operate seven (7) days per week will not be required to make up weekends when:

- 1. The weekend is missed due to a previously scheduled and approved vacation not to exceed two (2) weekends per year;
- 2. Employee swaps or finds a replacement who will work at his/her regular straight time rate;
- 3. The Employee's unit/department is closed, subject to the provisions under Article 15;
- 4. When the Employee is on an approved extended medical or disability leave of more than two (2) consecutive weeks duration, approved FMLA leave of more than two (2) consecutive weeks duration or military leave of more than two (2) consecutive weeks duration.

However, employees are expected to work every other weekend unless specified in the posted job requisition at time of hire or transfer. The Medical Center shall make reasonable efforts to reschedule a missed weekend 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 Medical Center.

- E. A weekend off, for the purpose of this section, is defined as two (2) days – Saturday and Sunday for the day and evening staff; Friday and Saturday or Saturday and Sunday for the night staff.

A weekend worked, for the purpose of this section, is defined as Saturday and Sunday for the day and evening staff; Friday and Saturday or Saturday and Sunday, for the night staff.

- F. If there are no other options and patient care needs require employees with more than twenty-five (25) years of service to work a weekend shift, the least

senior employee with twenty-five (25) years or more of service, on a rotational basis, shall work, but not to exceed every sixth (6th) weekend.

22.7 Daylight Savings Time

If an employee works an hour less than his/her regular shift as a result of an adjustment in Daylight Savings Time, s/he will be compensated for the full shift.

ARTICLE 23. REPORTING AND ON-CALL PAY

23.1 The Medical Center must provide a minimum of two (2) hours' notice of cancellation to all employees. Any employee who reports for work on his/her regular shift without receiving such notice of cancellation shall be guaranteed four (4) hours work or four (4) hours pay in lieu of work, unless the cancellation is caused by an Act of God or other circumstances beyond the Medical Center's control. If the census drops or patient care needs allow for fewer staff than what is scheduled, the down staffing language in Article 15 shall apply.

23.2 On-Call

A. Requirements:

1. The Medical Center shall have the right to require employees to be on-call at times other than when such employees are regularly scheduled to work. On-call will be utilized by the Medical Center to provide services for departments that do not provide twenty-four hour services, and to respond to unscheduled patient care emergencies.

2. In the event there is a staff shortage due to unanticipated absence, the Medical Center will make every effort to find a volunteer before calling in the employee on-call. The Medical Center will continue to pursue volunteers to fill the vacancy even after the employee is called in. On-call is not intended for coverage of staff absences due to scheduled time off.

3. On-call assignments will be distributed equitably among employees on the unit. Employees with advanced approval for time off will not be assigned on-call. Employees of the particular unit/department that has available on-call hours, will be offered the extra on-call time before it is offered to employees outside of the unit/department.

4. The parties agree that the weekend work limitations in Section 22.6(F) of this Agreement, for employees with more than twenty-five (25) years of service, shall not apply to on-call.

5. The procedures for scheduling call that includes weekends shall be as follows:

On-call which includes weekends shall be assigned in the following priority order:

a. Self-scheduling by qualified staff in the unit or department involved. If this does not yield sufficient staff to satisfy the call requirement;

b. Assignment by the Medical Center equitably to all qualified and eligible staff, including per diems, in the unit or department involved, but excluding staff with more than

twenty-five (25) years of service. Before progressing to the step three below, the Medical Center will ask per diems who have not agreed to take weekend call to volunteer for such call. If this does not yield sufficient staff to satisfy the call requirement;

c. Self-scheduling by qualified staff with more than twenty-five (25) years of service in the unit or department involved. If this is does not yield sufficient staff to satisfy the call requirement;

d. Assignment by the Medical Center to qualified staff with more than twenty-five (25) years of service in the unit or department involved on a rotating basis beginning with the least senior qualified staff member.

B. Schedule

The Employer may require employees to be on-call according to the following chart. This represents the maximum amount of call an employee in each department may be required to accept. Unforeseen circumstances or emergencies may require a temporary modification to these regular on-call schedules but for no greater than for one (1) month. In cases where the Medical Center has made a demonstrated good faith effort to fill approved vacant positions, the Union will not unreasonably deny an extension of the one (1) month period for a specific term. The Medical Center will not be arbitrary in implementing these modifications. In the event there is a need, BMC will utilize the availability book for any qualified volunteer. These volunteers will be paid at time and one half for all hours worked and will not be eligible for night call option or case classification reimbursement.

<u>Dept</u>	<u>Hours</u>	<u>Frequency</u>
Ultra Sound	Mon-Fri 9:00 pm-8:00 am Sat 4pm-8am Sun/Holiday - 8am-8am	Every 4th week
Nuclear Medicine	Mon – Fri. – 4:30 pm – 7:00am Sat/Sun/Holiday - 7am-7am	Every 4 th week
X-Ray	Mon – Fri. - 4pm – 7am Sat/Sun/Holiday - 7am –7am	Every 4 th week
Neuro Vascular/Cath Lab	Mon. – Fri 5:00 pm-6:30 am Sat/Sun/Holiday 6:30am-6:30am (24 hours)	Every 3 rd week*
*to be adjusted by mutual consent among employees		

Information

Fri-Fri Techs alternate call every other week for 7 straight days

Cardiology/Echo Lab	Mon- Thurs– 4:30pm- 6:30 am Fri 4:30 pm – 7 am Sat –2:00 pm – 7:00 am Sun/Hol –7:00 am -6:30 am
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TECHS: equitably distributed

Central Sterile Supply	Saturday and Sunday – 7:00am-7:00pm Hol – 7am-7pm	Rotated equitably among staff
Psych Emergency	Mon-Sun (24-7)	Shifts by rotation in accordance with current practice
Endo (RN + GI Tech)	Mon.-Fri. 6pm-7:30am* 2 nd team member is voluntary basis	1 day/week
(RN + GI Tech)	Sat./Sun. 7:30am-7:30am 2 nd team member is voluntary basis	Every 6 th week
- Dark day will be rotated equitably among Endo staff—24 hour call (2 team members)		
Holidays as assigned 7:30am-7:30am		
PACU RN	Mon.-Fri. 9pm-7:30am 2 nd team member is voluntary basis	1 day/week primary
	Sat./Sun. 7:30am-7:30am 2 nd team member is voluntary basis	Every 6 th weekend
- Dark days do not apply to PACU		
Holidays as assigned 7:30am-7:30am		
OR RN	Mon.-Fri. 5:30 pm -7am Sat./Sun. 7am-7am	1 day/week Every 6 th week
Holidays as assigned 7am-7am		
ORT	Mon.-Fri. 5:30 pm -7am Sat./Sun. 7am-7am	1 to 2 days/week Every 3 rd week
- Dark day will be rotated equitably among OR staff- 24 hour call (2 team members)		
Holidays as assigned 7am-7am		

C. REPORTING FOR WORK AND PAY:

- 1) Employees who are called in must arrive at the Medical Center within thirty (30) minutes.
- 2) Effective at the beginning of the first complete pay period in July 2021, the hourly rate paid to bargaining unit employees when on call shall increase from \$9.00/hr. to \$10.00/hr.

- 3) An employee recalled or work after the completion of the employee's normal work day and after the employee has returned home, will be paid time and one half for a minimum of three (3) hours. If an employee is recalled within the same three (3) hour period, this will be considered a continuation of the original call and s/he will not receive another three (3) hour minimum of pay at time and one half, but shall receive pay for the actual time worked. At the completion of each call back encounter the on call team will notify the nursing supervisor to verify the need for continuation of an on call assignment. For all call backs initiated beyond the original 3-hour minimum, the employee shall receive an additional 3 hour minimum of pay at the premium compensation rate.
- 4) For all cases or procedures in progress beyond the department's normal closing time, the procedure below will be followed:
 - 1.) The call team will be called to come in and finish the procedure or case. If there is mutual agreement between the call team and the employee currently assigned to the case, then the employee currently assigned to the case may stay and complete the case or procedure. The employee will be paid in accordance with normal, voluntary overtime provisions.
 - 2.) If an employee is on-call and the same employee is also responsible for closing the department, said employee shall receive time and one half for any case or procedure that continues for up to one hour beyond the closing time of the department. If the case or procedure extends beyond one hour after the normal closing time of the department, said employee shall receive the 3-hour minimum of pay at the premium compensation rate and all other on-call benefits.

D. Pay On Holidays

1. On-call pay on holidays will be at time and one-half rate.
2. If called in to work for four or more hours on a holiday, the employee will be entitled to a compensatory time off equivalent to the time worked in addition to the pay for time worked on the holiday and holiday on-call rate of pay.

E. Night Call Options

Night call options shall apply to hours worked within one's regularly assigned unit or department unless mandated to float.

If an employee is called in to work for any time between 11:00 pm and 7:30 am and his/her next shift of work starts within four (4) hours after the call ends, s/he shall be scheduled in the following manner at the option of the Medical Center, through the designated administrative manager on duty:

1. The employee will come in to work late or leave early by the amount of time they worked during the 11:00 pm-7:30 am period. Such time will be compensated at straight time pay up to four (4) hours. In addition, the employee will be paid for hours actually worked that shift.
2. If the census allows the employee may opt to take the remaining time off at his/her own expense either utilizing benefit time or unpaid time.

F. On-Call Pay

An employee shall receive the premium compensation rate of pay for all time actually worked while on-call.

- G. Employees who are not on call cannot be disciplined for refusing to work. An employee who is not on call but volunteers to come in when called will be entitled to receive pay and benefits outlined in Article 23.2 C and E.

23.3 Starting Times

All employees who must make special preparation to dress in scrubs for appropriate units shall have ten (10) minutes from their respective starting times within which to dress or otherwise prepare. The same rule shall apply to the quitting time and all such employees shall utilize the last ten (10) minutes of their regular shift within which to complete their special procedures required by Medical Center.

In the event an employee is required by the Medical Center to work through such ten (10) minute period, an additional ten (10) minutes will be granted and will be considered as on-duty time.

ARTICLE 24. PAID LEAVE

24.1 Bereavement Leave

Full-time and half-time employees will be paid at such employee's wage rate for up to three (3) working days' absence, i.e. twenty-four (24) hours of pay, for full-time employees and a prorated amount for half-time employees in the event of the death of the employee's mother, father, grandparent, step-mother, step-father, spouse, domestic partner, child, step child, brother, sister, mother-in-law or father-in-law, grandchild, father of domestic partner, mother of domestic partner, child of domestic partner, or person living in the employee's household as a permanent member of the family unit. (Domestic partner arrangements require filing of an applicable affidavit.) Part-time employees shall receive a pro-rated amount.

Such three (3) days must be taken within a reasonable time of the day of death or day of the funeral.

An employee will be paid at such employee's wage rate for up to one (1) day (8 hours) in the event of the death of the employee's aunt, uncle, niece, nephew, brother-in-law and sister-in-law to attend the funeral of the decedent.

Employees may take PTO/TOB days to attend the funeral of other relatives and friends. This shall not be considered an unscheduled occurrence.

Employees working other than an eight (8) hour shift may elect to use the twenty-four (24) hours or use a portion of other accrued benefit time to receive a full three (3) days bereavement leave pay.

The Medical Center will not unreasonably deny the use of benefit time or unpaid leave to extend the bereavement leave. The Medical Center may require proof of eligibility for bereavement leave.

24.2 Jury Duty

All full-time and half-time employees who have been continuously employed for at least six (6) months and who are summoned to serve as jurors, will receive their regular wage rate less their pay as a juror for each workday while on Jury Duty for a maximum period of eighty (80) hours. Notice to report for Jury Duty must be reported immediately to the Medical Center and the employee will cooperate with the Medical Center in the event the Medical Center believes an exemption should be sought.

ARTICLE 25. PENSION-RETIREMENT

The Medical Center shall continue its 401(k) Plan as is, but with the following changes:

The Medical Center will provide a base level match of one-hundred (100%) of employee contributions up to three percent (3%) each year. Additional contributions are at the sole and exclusive discretion of the Medical Center. Participation at any level is subject to the respective Plan requirements.

The vesting period for contributions made by the Medical Center is five (5) years.

The 401(k) plan will be amended to include an employee loan program effective January 1, 2019.

ARTICLE 26. INSURANCE

The Medical Center shall provide the following insurance for the benefit of bargaining unit employees who have completed their probationary period:

A. Medical Insurance

1. Full-time employees: The Medical Center will provide full health insurance coverage for all full-time and half-time employees and their spouses, domestic partners and eligible dependents. Plans offered for full-time employees will apply through the expiration of this agreement. Coverage will be effective on the first (1st) of the month following the probationary period or effective on January 1 after the open enrollment period. Coverage terminates at the end of the calendar month upon termination, resignation, layoff or leave of absence except to the extent required otherwise by law.
2. Part-time, half-time and per diem employees may enroll in the Health Insurance program for themselves, their spouses, domestic partners and eligible dependents after three (3) months of employment and at the conclusion of the open enrollment period (effective January 1 of each year). The employee shall pay the full COBRA cost for such coverage.
3. Eligible dependents may be added during any open enrollment or within thirty (30) days of a "qualifying event" (e.g, marriage, birth, adoption or compliance with domestic partner requirements as contained in the affidavit of domestic partnership).
4. Employee Contributions:

In each year of the contract, full-time employees participating in the Medical Center plan shall make biweekly premium contributions in accordance with this Article and Appendix I,

through payroll deductions.

Premium contributions for full-time employees who elect employee-only coverage shall increase by twenty percent (20%) each year of the contract. See Appendix I for the actual contribution amounts.

Premium contributions for full-time employees who elect coverage for the employee and additional individuals (Employee and Spouse/Partner, Employee and Child(ren), or Family) shall increase by twenty percent (20%) each year of the contract. See Appendix I for the actual contribution amounts.

5. Plan Changes

The following changes will be made to the Medical Center plan effective January 1, 2022:

Prescription Drug Co-Pays

Continue three-tier co-pay system, with the following classifications: Generic, Preferred Brand, and Non-Preferred Brand. Generic co-pays are reduced by \$4.00, and Preferred Brand and Non-Preferred Brand co-pays are increased by \$10.00, as follows:

Classification	Copays
Retail (30 DOS)	G: \$6.00 PB: \$50.00 NPB: \$70.00
Retail Maintenance (90 DOS)	G: \$16.00 PB: \$90.00 NPB: \$130.00
CarePoint Health Pharmacy (BMC and Christ) 30 DOS	G: \$3.00 PB: \$45.00 NPB: \$60.00

- Co-pays will remain at these levels for the life of the 2021-2024 agreement.
- Transform Diabetes Care. This program is purely voluntary. It is offered by CVS. It is designed to work with patients who have diabetes with the goal of improving their diabetes (i.e. lowering A1C) as well as their overall health. CVS uses all available data to create a custom care plan for each patient. CVS works with the patient and MD to close care gaps and address adherence issues that are often a challenge for those with diabetes. The program includes face-to-face counseling, telephonic outreach, as well as digital connection points via their app and connected blood glucose meter. Their digital app offering also works to address things like hypertension management and nutritional support. The goal of the program is to work with the patient in a “holistic approach” rather than only focusing on the diabetes alone.
- CVS Maintenance Choice: All members will be allowed to opt out if they choose. This is a pharmacy network option through which members get 90 day supplies of medication (after 2 grace fills) at a CVS retail or mail pharmacy for medications used on an on-going or “maintenance” basis. Claims filled at CVS pharmacies in 90 day supplies receive the best discounts and rebates, saving members and the plan money. Plan members will be able to opt out of CVS Maintenance Choice. However, those who do so will be able to fill maintenance prescriptions only with 30-day supplies and pay the applicable 30-day co-pay. Plan members who opt out of CVS Maintenance Choice will not be able to fill 90 day maintenance prescriptions outside the CVS Maintenance Choice program. If they want to fill 90-day maintenance prescriptions, they will have to do so through the CVS Maintenance Choice program.

- Align Retail 90/ Mail Copay to 2.5 x Retail Copay: Currently, RX copays for 90 day or 3 month supplies are equal to 2x the retail 30 day copay. As a result, the plan loses a full 30 day copay each time someone fills a 90 day Rx. The best practice is for copays for 90 day supplies to be at least 2.5x the retail 30 copay.

Deductibles In-Network and Out-of Network

Individual deductible – increase to \$850

Family deductible – increase to \$1,700

Office Visit Co-Pays

January 1, 2022- increase to \$50

Out-of-Pocket Maximum

In Network –\$4,000 for Individual and \$7,000 for Family

Out of Network –\$5,000 for Individual and \$10,000 for Family

Emergency Room Coinsurance

Increase emergency room coinsurance from 20% to 25%

In-network Coinsurance

Increase in-network coinsurance from 20% to 25%

Move to Horizon Direct Access network

6. Additional Coverage

a) All employees, spouses, domestic partners and eligible dependents covered under the Medical Center plan will receive free outpatient and inpatient hospital services at Bayonne Medical Center and other acute care hospitals owned by the same individuals who own Bayonne Medical Center. Free outpatient and inpatient physician services under the Medical Center plan will not be provided unless the physician is employed by Bayonne Medical Center or other acute care hospitals owned by the same individuals who own Bayonne Medical Center or the physician enters into an agreement with the Medical Center to provide free outpatient and inpatient services under the Medical Center plan.

b) All out of network non-emergency facility charges not performed at Bayonne Medical Center will not be a covered expense.

c) Benefits for services rendered by non participating physicians will be based on standard carrier contractual allowance.

5. Wellness Programs Applicable to all Individuals Covered under the Medical Center Plan:

a) The Medical Center will engage an independent third party administrator within six (6) months of July 1, 2015 to implement and administer wellness programs that shall be applicable to all individuals covered under the Medical Center plan. The Medical Center will provide the Union with notice to and an opportunity to discuss the administrative details of the wellness programs prior to implementation.

b) The wellness programs are voluntary. They are as follows:

- i. Nutrition counseling if BMI determines that an individual is medically obese (managed by a third party nutrition counseling company) at no additional cost to the individual.
 - ii. If an individual suffers from one or more chronic conditions, he/she will be placed in a third party care management program (assigned a nurse practitioner and social worker to help with medication compliance and medical coaching) to consist of telephonic coaching and a minimum of 4 home visits per year when the diagnosis is CHF, COPD, Diabetes or Stroke. There will be no additional cost to the covered individual for participation in the program.
 - iii. A second opinion prior to a surgery is required which will be managed by a third party company at no additional cost to the individual. Individuals still can have the surgery irrespective of the result of the second opinion.
- c) If any covered individual declines to participate in any or all of the three wellness programs or fails to comply with the guidelines set forth in the wellness programs, a penalty in the amount of thirty percent (30%) of the cost of employee only medical insurance coverage will be imposed against the employee each year a covered individual declines to participate in the wellness programs or fails to comply with the guidelines set forth in the wellness programs, consistent with applicable law. The Medical Center reserves the right to refrain from imposing such penalties in whole or in part.

B. Dental Insurance

1. Full-time Employees

The Medical Center shall provide Dental Insurance with Horizon Dental Plan for employees, domestic partners and dependents effective on the first (1st) of the month following six (6) months of employment or effective on January 1 after the open enrollment period. Dependent coverage may be purchased. Plan coverage in effect on 1/1/2000, will remain in effect for the first year of the Agreement. Coverage shall include full coverage for preventive care and \$1,500 per year maximum per person per year. If for any reason it can be documented that Horizon Health Dental services has not paid as much as the previous plan, Horizon Health Services or the Medical Center will reimburse the difference to the employee. In each year of the contract, the participant's premium will increase by ten percent (10%). See Appendix I for the actual contribution amounts. Coverage will terminate at the end of the calendar month upon termination, resignation layoff or leave of absence except to the extent required otherwise by law.

2. Part-time, Half-time and Per Diem employees

Employees may purchase dental coverage for themselves and eligible dependents including qualifying domestic partners on the first (1st) of the month following six (6) months of employment or effective on January 1 after the open enrollment period. Cost of coverage will be the full Medical Center premium in effect at the time.

3. Eligible dependents may be added during any open enrollment or within thirty (30) days of a "qualifying event" (e.g., marriage, birth, adoption) or compliance with the domestic partner requirements as contained in the affidavit of domestic partnership.

C. Life Insurance

The Medical Center shall provide coverage for all full-time employees with Group Term Life Insurance that will provide a benefit of 1.5 times the employee's annual compensation on the first (1st) month following one (1) year of employment.

D. Temporary Disability Benefits

The Medical Center shall provide for non-occupational sickness and accident benefits (temporary disability benefits) in accordance with applicable law.

E. Malpractice Insurance

The Medical Center shall pay for malpractice insurance, which policy shall provide bargaining unit employee coverage with limitations of not less than one million dollars (\$1,000,000.00) for each claim and an aggregate of not less than three million dollars (\$3,000,000.00).

F. Change of Providers

The Medical Center shall have discretion to change insurance carriers and/or benefit providers. However, in network benefits will remain comparable to those provided by the insurance plans in effect as of the effective date of this Agreement.

G. Employee Responsibility

- a. The obligation of the Medical Center to pay such premiums for the purpose of maintaining benefits provided by said contracts shall be subject at all times to the following terms and conditions;
- b. The employee shall make written application to the Medical Center or the applicable insurance company, on the forms provided to them by the Medical Center, shall deliver to the Medical Center such completed applications, duly executed, and shall furnish to the Medical Center, in writing, all such detailed information as may, from time to time, be required by the Medical Center or the applicable insurance company as the case may be; and
- c. In case of any change in the marital or family status of the employee pertinent to the benefits or kind of coverage, or the rate of premiums or charges applicable there under, the employee shall immediately furnish the Medical Center with complete detailed information regarding the matter; and
- d. An employee may choose not to be covered by the Medical Center's health, dental or life insurance plan.
- e. Effective January 1, 2007 if an employee elects to opt out of the BMC Medical Insurance Plan, she/he shall receive an annual stipend of \$1500 per year, payable biweekly. The employee must demonstrate that she/he has adequate insurance coverage through another source in order to participate.

ARTICLE 27. TUITION REFUND

27.1 Any employee who intends to enroll in educational courses at an accredited college or School of Nursing may have such courses approved by the appropriate Vice President prior to the employee's enrollment. Where the Vice President, or his/her designee, has approved the employee's enrollment, the Medical Center shall reimburse a full-time employee a maximum of five thousand dollars (\$5,000) per year of the otherwise non-reimbursed employee cost of tuition for full-time employees and a maximum of three thousand dollars (\$3,000) for part-time employees who are regularly scheduled to work at least twenty (20) hours per week.

The Medical Center shall reimburse for graduate school courses as follows:

Full-time employee	\$6,000 per year
Half-time employee	\$3,500 per year

In order for a course to be approved, the employee must have been employed for a minimum of six (6) months and the course of study must, in the opinion of the Medical Center, be directly related to the elevation of the professional or occupational area of competence of the employee with reference to the employee's employment with the Medical Center.

27.2 An employee shall not be reimbursed for any course wherein the employee fails to receive a grade of less than a "C" or equivalent and receives credit for the course attended. An employee shall be eligible for such benefit upon submission of proof of payment and proof of having received a grade of "C" or equivalent and credit for the course. If the employee received tuition reimbursement, the employee is obligated to work for one (1) year after completion of the course or will be required to repay the tuition. If the employee resigns or is terminated for cause prior to the completion of the year, the amount due will be prorated. For example, if s/he leaves after six (6) months, s/he must repay fifty percent (50%).

The cost of examination fees for specialty certifications and re-certifications will be reimbursed, upon successful completion.

ARTICLE 28. UNIFORMS AND LAB COATS

In areas that are managed by a contracted entity, the Medical Center will continue to provide uniforms to employees (Food and Nutrition, Environmental Services and Transport).

Uniforms as determined by the Medical Center will continue to be provided to Admitting. Scrubs will continue to be provided to the following clinical areas: Same Day, Vascular, OR, PACU, Cardiac Cath, PAT and Endo.

All uniforms remain the property of the Medical Center. Employees are responsible for the proper maintenance and cleaning of the uniforms. The color, style, and design of the uniforms shall be determined by the Medical Center. The Medical Center will give employees at least one hundred and twenty (120) days advance written notice of any change in the color, style or design of uniforms that would require employees who are required to wear uniforms to purchase new uniforms.

Those employees who are issued uniforms are required to wear them during assigned work times or be subject to appropriate disciplinary procedures.

ARTICLE 29. PERSONNEL FILES

29.1 Access

An employee shall be granted access, upon reasonable advance request, to his/her personnel file, including evaluations. Copies shall be provided as soon as is reasonably possible but in no event more than three (3) days thereafter.

29.2 Records of Discipline

1. Written memoranda of verbal or written warnings will be removed from files once they become thirty-six (36) months old, provided no new memorandum is issued for the same type of offense during the thirty-six (36) month period.

2. Disciplines falling outside of an active thirty-six (36) month floating period shall not be used as the basis for future disciplinary action, excluding those related to time and attendance.

3. Disciplines related to violations of time and attendance only will be removed after twelve (12) months if there have been no further "occurrences" as defined in Policy 7.36, since the last occurrence.

4. A record of all disciplinary actions which are reflected by or contained in a written document shall be retained in the Human Resources department.

ARTICLE 30. LABOR-MANAGEMENT AND AD HOC COMMITTEES

30.1 A Labor-Management Committee composed of five (5) representatives selected by the Medical Center and five (5) representatives selected by the Union shall be formed. The Director of Human Resources and the HPAE Staff Representative shall serve as ex-officio members of the Committee. The committee shall meet to discuss and resolve issues that arise during the term of the Agreement.

The meetings will occur bimonthly unless urgent matters require more frequent meetings. Time spent at these meetings will be compensated and considered as time worked for the purpose of calculating overtime.

30.2 Environmental Services and Transport Committee

The Medical Center and the Union shall establish an Environmental Services and Transport Committee consisting of up to three (3) Management members and up to three (3) Union members. The meetings will take place at a time agreed upon by the Medical Center and the Union. Thereafter the Committee shall meet only as necessary. The purpose of the Committee is to discuss problems, review procedures and develop proposals to enhance the operation of the Environmental Services and Transport Department, including but not limited to: job descriptions, health and safety issues, training needs, inter-departmental issues, etc. The Committee may submit written proposals to Human Resources and the Union through the Labor Management Committee for consideration.

30.3 Ad Hoc Business Office Clerical Committee:

The Medical Center and the Union shall establish an ad hoc Business Office Clerical Committee consisting of up to three (3) Management members and up to three (3) Union members. The meetings will take place at a time agreed upon by the Medical Center and the Union. Thereafter the Committee shall meet only as necessary. The purpose of the Committee is to discuss problems, review procedures and develop proposals to enhance the operation of the Telecommunications, Information Services and Accounts Payable Departments, including but not limited to: job descriptions, health and safety issues, training needs, inter-departmental issues, etc. The Committee may submit written proposals to Human Resources and the Union through the Labor Management Committee for consideration.

30.4 New Jersey State Mandated Violence Prevention Committee

The Medical Center shall establish a Violence Prevention Committee which shall function as required by law.

30.5 New Jersey State Mandated Needle Stick Committee

The Medical Center shall establish a Needle Stick Committee which shall function as required by law.

30.6 New Jersey State Mandated Safe Patient Handling Committee

The Medical Center shall establish a Safe Patient Handling Committee which shall function as required by law.

30.7 Workplace Change Committee

The Medical Center and the Union shall establish a Workplace Change Committee. The purpose of the Committee is to discuss all changes in technology (such as computer hardware and software, materials, equipment, machinery and tools); to discuss any changes in work processes and/or work organization, and/or any restructuring of jobs, including its impact on skill requirements, pace of work, safety and health, training and/or re-training needs; to discuss the impact of the Federal Health Care Reform Act, including but not limited to changes in the delivery of health (i.e., ACOs – Accountable Care Organizations); and to discuss how to improve the quality of health care as supported by CMS (Centers for Medicare and Medicaid Services) and the National Quality Forum. The Committee shall consist of five (5) representatives selected by the Medical Center and five (5) members selected by the Union. The Vice President of Human Resources and the HPAE Staff Representative shall serve as ex-officio members of the Committee. The Committee shall meet as often as necessary to resolve issues that arise during the term of this agreement; however, the Committee will meet no less than once every three (3) months at the request of either party. Time spent at Committee meetings shall be compensated at the employee's regular rate of pay. The Committee may submit written proposals and/or recommendations to Human Resources and the Union through the Labor Management Committee for consideration and approval.

30.8 Staffing Committee

The joint staffing committee shall consist of up to three (3) Union members and three (3) Management members. The meetings will occur monthly as agreed upon by the parties.

ARTICLE 31. SAFETY & HEALTH

- 31.1 The Employer will comply with all requirements of federal, state, and local laws and regulations to protect the safety and health of employees, included by not limited to the federal OSHA, and he New Jersey needle safety, safe patient handling and workplace violence prevention acts.
- 31.2 Outside of dangers inherent to health care delivery, no employee shall be expected to perform work that is dangerous to his or her personal safety and health.
- 31.3 The Medical Center shall provide equipment that is designed to protect the employee from exposure to illness or injury.
- 31.4 The Medical Center shall establish a committee in compliance with the Safe Needle legislation bill and will include employees on the committee. The parties agree that the Environment of Care Committee guidelines will be added as an appendix (Appendix N) to the Collective Bargaining agreement and the Union shall appoint three (3) representatives to the EOC. At least one (1) of the three (3) Union representatives shall be a nurse.

31.5 Emergency Management Operations

Upon activation of the Emergency Incident Command Center, all employees are expected to perform those tasks assigned to them. Employees may not necessarily be assigned to their regular duties. Employees will be asked to perform various jobs, which will be considered vital to an effective emergency operation. Department Managers will determine the number of employees available and excess employees to perform additional duties based on direction from the Emergency Incident Command Center.

Employees will be required to participate in emergency management drills and perform those duties in which they have received training.

31.6 Influenza Vaccinations

As a patient safety initiative, influenza vaccinations are a condition of employment for all Medical Center employees, regardless of job function, including clinical and nonclinical staff, contracted clinical personnel, and volunteers. All employees will be required to obtain the influenza vaccine unless they have an approved medical exemption. If they have an approved medical exemption, they will be required to wear a mask for the duration of the influenza season (October – April) when in contact with any patients.

When there are medical and/or physiological reasons why an employee cannot wear a mask, the Medical Center will consider these circumstances on an individual basis. Thus, the Medical Center will reasonably accommodate employees who are unable to wear a mask due to such medical and/or physiological reasons.

ARTICLE 32. RESIGNATIONS AND SEVERANCE PAY

32.1 Notice

An employee who resigns is required to provide advance notice to the Medical Center as follows:

Service	-	2 weeks
LPN/Technical/BOC	-	3 weeks
RN/Professional	-	4 weeks

Such advance notice shall not be required if termination results from layoff, request of the Medical Center, death or failure to return from a leave of absence when the employee has a justifiable reason for not providing such notice.

32.2 Terminal Benefits

Employees shall be entitled to terminal benefits of all accrued but unused holidays, PTO/TOB and EIB as per this Agreement, provided the employees provide the required notice.

An employee who is discharged for just cause shall not be entitled to receive any terminal benefits.

32.3 Severance Pay

Any full-time employee who is laid off shall be entitled to severance pay of two days (2) pay for each year of service with a limit of thirty (30) days. All other employees, excluding per diems, shall receive pro-rated severance benefits based on years of service with a limit of thirty (30) days.

Laid off employees who collect accrued severance pay will have their accrued severance pay reduced by the amount of severance pay they receive. In the event they are recalled, they will resume accruing severance pay based on post-recall employment. If any such Employee is subsequently laid off again, their severance pay rights will include two days' pay for each year of service after the recall with the total limit of thirty (30) days applied to the sum of the days of severance pay collected at the time of any initial layoff and the days of severance pay collected at the time of any future post-recall layoff or layoffs.

The Medical Center agrees to continue providing health and dental benefits to those employees laid off due to outsourcing for a period of up to three (3) months, provided the laid off employee continues to make his or her portion of the contributions.

If an employee dies, his or her estate shall be paid any earned vacation time, as if the employee had resigned with adequate notice.

ARTICLE 33. COPE CHECK-OFF, VOTER REGISTRATION AND COMMITTEE PARTICIPATION

1. Voluntary COPE Check-off

Upon receipt of a voluntary, duly authorized check-off authorization, the Medical Center shall deduct such amount of monies authorized by employees for the Union's political action fund, called HPAE Committee on Political Education (COPE). The amount of money deducted from employees' paychecks and an itemized list of such deductions shall be forwarded to the Union no less than one (1) time per month and no later than one (1) month following the deductions.

2. Voter Registration

The Medical Center and the Union shall set up voter registration tables inside the cafeteria once per week during the three (3) months prior to the November elections, provided that no employee shall be given release time and that the registration does not interfere in any way with the operations in the cafeteria.

3. Committee Participation

In the event that federal or state law, JCAHO or any other private or regulatory agency mandate line staff participation on any Medical Center committee, or if the Medical Center seeks inclusion of staff on any Medical Center committee, HPAE will be given the first option to appoint the staff members subject to the following:

- a. The Union's proposed selection(s) possess the qualifications and experience necessary to make a meaningful contribution to the committee's work. In the case of a committee that is created by the Medical Center, such qualifications and experience shall be determined by the Medical Center. The criteria for selection will be provided to the Union in advance.
- b. Upon request, the Medical Center shall provide a written explanation of the reasons it fails to appoint a staff member who has been recommended by the Union.

ARTICLE 34. MANAGEMENT RIGHTS

1. Except as otherwise provided for in this Agreement, the Medical Center retains the full and absolute right to operate, control and manage its business. This right of management includes, but is not confined or limited to the sole right to hire, discipline for just cause, suspend, discharge, lay off, or promote; to determine or change the starting and quitting time and the number of hours worked; to promulgate rules and regulations; to assign duties to the work force; to assign or transfer, temporarily or permanently, employees to other classifications within the jurisdiction of the Union as operations may require; to organize, discontinue, enlarge or reduce a function or division; to contract out all or any part of the work currently performed by employees; to introduce new or improved methods of treatment, equipment or facilities; to determine the duties of each job, and to carry out the customary functions of management.
2. The Medical Center reserves the right to discontinue operations in whole or in part, to transfer, to sell or otherwise to dispose of its business in whole or in part, to determine the number and types of employees required, and to otherwise take such measures as Management may determine to be necessary, to the orderly or economical operation of the business. In no event will such action be taken for the purpose of laying off employees. The Union recognizes that the Medical Center may introduce a revision in policies, practices or the method or methods of operation, which may provide a revision

in job duties or functions and a reduction in personnel. The Medical Center shall notify the Union of such proposed changes. The Union agrees that nothing in this Agreement shall prevent the implementation of any such program the Medical Center may implement.

3. The Union, on behalf of the employees, agrees to cooperate with the Medical Center to attain and maintain full efficiency and maximum patient care.
4. There shall be no individual agreements between Union employees and the Medical Center. This Agreement cannot be modified except by written agreement between the parties.

ARTICLE 35. NO STRIKE - NO LOCK OUT

- A. No employee shall engage in a strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Medical Center. Employees shall not engage in a sympathy strike except in support of another HPAE unit.
- B. The Union, its officers, representatives and members, shall not in any way, directly or indirectly, authorize, assist, encourage, participate in, or sanction any strike, sympathy strike (except in support of another HPAE unit), sit-down, sit-in, slowdown, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Medical Center, or ratify, condone or lend support to any such conduct or action.
- C. In addition to any other liability, remedy or right provided by applicable law or statute, should a strike, sympathy strike (except in support of another HPAE unit), sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Medical Center occur, the Union, within twenty-four (24) hours of a request by the Medical Center shall:
 - a. Publicly disavow such action by the employees;
 - b. Advise the Medical Center in writing that such action by employees has not been called or sanctioned by the Union;
 - c. Notify employees of its disapproval of such action and instruct such employees to cease such actions and return to work immediately;
 - d. Post notices on the Union bulletin board advising that it disapproves such action and instructing employees to return to work immediately.

The Medical Center agrees that it will not lock out employees during the term of this Agreement.

ARTICLE 36. EFFECTIVE DATE AND TERMINATION

This Agreement shall remain in full force and effect from July 1, 2021 through June 30, 2024.

BAYONNE MEDICAL CENTER

**HEALTH PROFESSIONALS AND ALLIED
EMPLOYEES, AFT, AFL-CIO**




**PURNA IYER, DIRECTOR OF HUMAN
RESOURCES**

DEBORAH WHITE, PRESIDENT, HPAE



**JOHN BAUER, PRESIDENT HPAE LOCAL
5185**



**TRINA BOYD-CLYBURN, VICE PRESIDENT
PATIENT CARE SERVICES/CHIEF
NURSING OFFICER**



CAROL MANNO



JOAN ZITZMAN



MARY RAMOS



NANETTE RIVERA



MICHÈLE VIELLETTE



SUSAN SIENKIEWICZ



MARISOL MATEO

APPENDIX A – NURSING**HPAE Job Codes and Scales**

Job Code	Job Description	Bargaining Unit	Scale	Grade
202	CASE MANAGER	Nursing	Nursing	10
207	ICU/CCU REGISTERED NURSE	Nursing	Nursing	9
394	O.R. SPECIALTY COORD. OR SPECIALITY CHARGE NURSE	Nursing	Nursing	10
396		Nursing	Nursing	10
272	PART TIME RN ICU	Nursing	Nursing	9
216	PART-TIME RN	Nursing	Nursing	9
215	PER DIEM RN - I WEEKDAYS	Nursing	Nursing	N/A
217	PER DIEM RN - II WEEKENDS	Nursing	Nursing	N/A
270	PER DIEM RN I - ICU	Nursing	Nursing	N/A
271	PER DIEM RN II - ICU	Nursing	Nursing	N/A
214	REGISTERED NURSE	Nursing	Nursing	9
208	EMERGENCY DEPARTMENT REGISTERED NURSE	Nursing	Nursing	10

Grade 9			
Step	7/1/2021	7/1/2022	7/1/2023
Start	\$ 35.28	\$ 35.28	\$ 35.28
1	\$ 35.90	\$ 35.90	\$ 35.90
2	\$ 36.53	\$ 36.53	\$ 36.53
3	\$ 37.15	\$ 37.15	\$ 37.15
4	\$ 37.78	\$ 37.78	\$ 37.78
5	\$ 38.40	\$ 38.40	\$ 38.40
6	\$ 39.03	\$ 39.03	\$ 39.03
7	\$ 39.65	\$ 39.65	\$ 39.65
8	\$ 40.26	\$ 40.26	\$ 40.26
9	\$ 40.89	\$ 40.89	\$ 40.89
10	\$ 41.51	\$ 41.51	\$ 41.51
11	\$ 42.14	\$ 42.14	\$ 42.14
12	\$ 42.76	\$ 42.76	\$ 42.76
13	\$ 43.39	\$ 43.39	\$ 43.39
14	\$ 44.01	\$ 44.01	\$ 44.01
15	\$ 44.62	\$ 44.62	\$ 44.62
16	\$ 45.26	\$ 45.26	\$ 45.26
17	\$ 45.87	\$ 45.87	\$ 45.87
18	\$ 46.50	\$ 46.50	\$ 46.50
19	\$ 47.12	\$ 47.12	\$ 47.12
20	\$ 47.75	\$ 47.75	\$ 47.75
21	\$ 48.37	\$ 48.37	\$ 48.37
22	\$ 49.00	\$ 49.00	\$ 49.00
23	\$ 49.62	\$ 49.62	\$ 49.62

Grade 10			
Step	7/1/2021	7/1/2022	7/1/2023
Start	\$ 36.52	\$ 36.52	\$ 36.52
1	\$ 37.16	\$ 37.16	\$ 37.16
2	\$ 37.80	\$ 37.80	\$ 37.80
3	\$ 38.45	\$ 38.45	\$ 38.45
4	\$ 39.10	\$ 39.10	\$ 39.10
5	\$ 39.75	\$ 39.75	\$ 39.75
6	\$ 40.39	\$ 40.39	\$ 40.39
7	\$ 41.03	\$ 41.03	\$ 41.03
8	\$ 41.68	\$ 41.68	\$ 41.68
9	\$ 42.33	\$ 42.33	\$ 42.33
10	\$ 42.98	\$ 42.98	\$ 42.98
11	\$ 43.62	\$ 43.62	\$ 43.62
12	\$ 44.26	\$ 44.26	\$ 44.26
13	\$ 44.91	\$ 44.91	\$ 44.91
14	\$ 45.56	\$ 45.56	\$ 45.56
15	\$ 46.21	\$ 46.21	\$ 46.21
16	\$ 46.85	\$ 46.85	\$ 46.85
17	\$ 47.49	\$ 47.49	\$ 47.49
18	\$ 48.14	\$ 48.14	\$ 48.14
19	\$ 48.79	\$ 48.79	\$ 48.79
20	\$ 49.44	\$ 49.44	\$ 49.44
21	\$ 50.08	\$ 50.08	\$ 50.08
22	\$ 50.72	\$ 50.72	\$ 50.72
23	\$ 51.37	\$ 51.37	\$ 51.37

* Effective immediately, all incumbent RNs will move down two steps in order to account for the elimination of the first two steps of the RN experience scales (Start and 1) and the renumbering of the RN experience scales from Start to 25 to Start to 23. This two-step downward movement will not change any incumbent RN's rate. Rather, it will merely place them on the correct step to maintain their applicable base rate following the renumbering of the steps as described herein.

APPENDIX B – PROFESSIONAL SCALE –

HPAE Job Codes and Scales

Job Code	Job Description	Bargaining Unit	Scale	Grade
369	ACTIVITIES THER./MS	Professional	Professional	7
018	BEHAVIORAL HEALTH TECHNICIAN	Professional	Professional	3
93	CLINICAL DOCUMENTATION SPECIALIST	Professional	Professional	15
312	CYTO TECHNOLOGIST	Professional	Professional	7
902	DIETICIAN/BS	Professional	Professional	6
314	GENERALIST/MEDICAL TECHNOLOGIST	Professional	Professional	7
266	HISTO TECHNOLOGIST	Professional	Professional	N/A
365	LEAD MEDICAL TECHNOLOGIST	Professional	Professional	8
324	LEAD PHARMACIST	Professional	Professional	16
113	LEAD SOCIAL WORKER	Professional	Professional	8
316	MEDICAL TECH/BS ASCP	Professional	Professional	7
298	MEDICAL TECHNOLOGIST	Professional	Professional	7
315	MEDICAL TECHNOLOGIST	Professional	Professional	6
284	OCCUPATIONAL THERAPIST	Professional	Professional	13
918	PER DIEM DIETICIAN/RD	Professional	Professional	7
362	PES CLINICIAN	Professional	Professional	7
327	PHARMACY BUSINESS COORDINATOR	Professional	Professional	6
331	PHYSICAL THERAPIST	Professional	Professional	13
901	REGISTERED DIETITIAN	Professional	Professional	8
104	SOCIAL WORKER, LSW	Professional	Professional	10
100	SOCIAL WORKER/CSW	Professional	Professional	7
366	SR. ACTIVITY THERAPIST	Professional	Professional	8
328	STAFF PHARMACIST	Professional	Professional	15
337	LEAD THERAPIST	Professional	Professional	14

Grade 1			
Step	7/1/2021(3%)	7/1/2022(3%)	7/1/2023(3%)
Start	\$ 15.64	\$ 16.11	\$ 16.59
1	\$ 15.95	\$ 16.43	\$ 16.92
2	\$ 16.28	\$ 16.77	\$ 17.27
3	\$ 16.59	\$ 17.09	\$ 17.60
4	\$ 16.92	\$ 17.43	\$ 17.95
5	\$ 17.23	\$ 17.75	\$ 18.28
6	\$ 24.93	\$ 25.68	\$ 26.45
7	\$ 17.87	\$ 18.41	\$ 18.96
8	\$ 18.20	\$ 18.75	\$ 19.31
9	\$ 18.51	\$ 19.07	\$ 19.64
10	\$ 18.84	\$ 19.41	\$ 19.99
11	\$ 19.16	\$ 19.73	\$ 20.32
12	\$ 19.47	\$ 20.05	\$ 20.65
13	\$ 19.80	\$ 20.39	\$ 21.00
14	\$ 20.11	\$ 20.71	\$ 21.33
15	\$ 20.44	\$ 21.05	\$ 21.68
16	\$ 20.75	\$ 21.37	\$ 22.01
17	\$ 21.08	\$ 21.71	\$ 22.36
18	\$ 21.39	\$ 22.03	\$ 22.69
19	\$ 21.72	\$ 22.37	\$ 23.04
20	\$ 22.03	\$ 22.69	\$ 23.37

Grade 2			
Step	7/1/2021(3%)	7/1/2022(3%)	7/1/2023(3%)
Start	\$ 16.88	\$ 17.39	\$ 17.91
1	\$ 17.22	\$ 17.74	\$ 18.27
2	\$ 17.57	\$ 18.10	\$ 18.64
3	\$ 17.92	\$ 18.45	\$ 19.01
4	\$ 18.27	\$ 18.82	\$ 19.38
5	\$ 18.61	\$ 19.17	\$ 19.74
6	\$ 18.95	\$ 19.52	\$ 20.11
7	\$ 19.31	\$ 19.88	\$ 20.48
8	\$ 19.65	\$ 20.24	\$ 20.84
9	\$ 20.00	\$ 20.60	\$ 21.22
10	\$ 20.34	\$ 20.95	\$ 21.58
11	\$ 21.42	\$ 22.06	\$ 22.72
12	\$ 21.04	\$ 21.67	\$ 22.32
13	\$ 21.38	\$ 22.02	\$ 22.68
14	\$ 21.73	\$ 22.38	\$ 23.06
15	\$ 22.07	\$ 22.74	\$ 23.42
16	\$ 22.41	\$ 23.09	\$ 23.78
17	\$ 22.77	\$ 23.45	\$ 24.16
18	\$ 23.11	\$ 23.80	\$ 24.52
19	\$ 23.46	\$ 24.17	\$ 24.89
20	\$ 23.80	\$ 24.52	\$ 25.25

Grade 3			
Step	7/1/2021(3%)	7/1/2022(3%)	7/1/2023(3%)
Start	\$ 18.23	\$ 18.78	\$ 19.34
1	\$ 18.60	\$ 19.15	\$ 19.73
2	\$ 18.98	\$ 19.55	\$ 20.13
3	\$ 19.35	\$ 19.93	\$ 20.52
4	\$ 19.73	\$ 20.32	\$ 20.93
5	\$ 20.10	\$ 20.70	\$ 21.32
6	\$ 20.48	\$ 21.09	\$ 21.73
7	\$ 20.85	\$ 21.47	\$ 22.12
8	\$ 21.23	\$ 21.86	\$ 22.52
9	\$ 21.60	\$ 22.24	\$ 22.91
10	\$ 21.98	\$ 22.64	\$ 23.32
11	\$ 22.35	\$ 23.02	\$ 23.71
12	\$ 22.71	\$ 23.40	\$ 24.10
13	\$ 23.10	\$ 23.79	\$ 24.50
14	\$ 23.46	\$ 24.17	\$ 24.89
15	\$ 23.85	\$ 24.56	\$ 25.30
16	\$ 24.21	\$ 24.94	\$ 25.69
17	\$ 24.60	\$ 25.33	\$ 26.09
18	\$ 24.96	\$ 25.71	\$ 26.48
19	\$ 25.35	\$ 26.11	\$ 26.89
20	\$ 25.71	\$ 26.49	\$ 27.28

Grade 4			
Step	7/1/2021(3%)	7/1/2022(3%)	7/1/2023(3%)
Start	\$ 19.69	\$ 20.28	\$ 20.89
1	\$ 20.10	\$ 20.70	\$ 21.32
2	\$ 20.49	\$ 21.11	\$ 21.74
3	\$ 20.90	\$ 21.53	\$ 22.17
4	\$ 21.30	\$ 21.94	\$ 22.59
5	\$ 21.71	\$ 22.36	\$ 23.03
6	\$ 22.11	\$ 22.78	\$ 23.46
7	\$ 22.51	\$ 23.18	\$ 23.88
8	\$ 22.92	\$ 23.61	\$ 24.31
9	\$ 23.31	\$ 24.01	\$ 24.73
10	\$ 23.72	\$ 24.43	\$ 25.17
11	\$ 24.13	\$ 24.86	\$ 25.60
12	\$ 24.53	\$ 25.26	\$ 26.02
13	\$ 24.94	\$ 25.68	\$ 26.46
14	\$ 25.33	\$ 26.09	\$ 26.87
15	\$ 25.74	\$ 26.51	\$ 27.31
16	\$ 26.15	\$ 26.93	\$ 27.74
17	\$ 26.55	\$ 27.34	\$ 28.16
18	\$ 26.95	\$ 27.76	\$ 28.60
19	\$ 27.35	\$ 28.17	\$ 29.02
20	\$ 27.76	\$ 28.59	\$ 29.45

Grade 5			
Step	7/1/2021(3%)	7/1/2022(3%)	7/1/2023(3%)
Start	\$ 21.26	\$ 21.89	\$ 22.55
1	\$ 21.69	\$ 22.34	\$ 23.01
2	\$ 22.13	\$ 22.79	\$ 23.48
3	\$ 22.56	\$ 23.24	\$ 23.94
4	\$ 23.00	\$ 23.69	\$ 24.40
5	\$ 23.44	\$ 24.14	\$ 24.86
6	\$ 23.87	\$ 24.59	\$ 25.33
7	\$ 24.31	\$ 25.04	\$ 25.79
8	\$ 24.75	\$ 25.49	\$ 26.25
9	\$ 25.18	\$ 25.94	\$ 26.72
10	\$ 25.63	\$ 26.40	\$ 27.19
11	\$ 26.07	\$ 26.85	\$ 27.66
12	\$ 26.50	\$ 27.30	\$ 28.12
13	\$ 26.94	\$ 27.75	\$ 28.58
14	\$ 27.38	\$ 28.20	\$ 29.04
15	\$ 27.81	\$ 28.65	\$ 29.51
16	\$ 28.25	\$ 29.10	\$ 29.97
17	\$ 28.69	\$ 29.55	\$ 30.43
18	\$ 29.12	\$ 30.00	\$ 30.90
19	\$ 29.56	\$ 30.45	\$ 31.36
20	\$ 29.99	\$ 30.89	\$ 31.82

Grade 6			
Step	7/1/2021(3%)	7/1/2022(3%)	7/1/2023(3%)
Start	\$ 22.97	\$ 23.66	\$ 24.37
1	\$ 23.45	\$ 24.15	\$ 24.88
2	\$ 23.91	\$ 24.63	\$ 25.37
3	\$ 24.39	\$ 25.12	\$ 25.88
4	\$ 24.85	\$ 25.60	\$ 26.37
5	\$ 25.33	\$ 26.09	\$ 26.87
6	\$ 25.80	\$ 26.57	\$ 27.37
7	\$ 26.27	\$ 27.06	\$ 27.87
8	\$ 26.74	\$ 27.54	\$ 28.36
9	\$ 27.21	\$ 28.03	\$ 28.87
10	\$ 27.69	\$ 28.52	\$ 29.38
11	\$ 28.15	\$ 29.00	\$ 29.87
12	\$ 28.63	\$ 29.49	\$ 30.37
13	\$ 29.09	\$ 29.97	\$ 30.87
14	\$ 29.57	\$ 30.46	\$ 31.37
15	\$ 30.04	\$ 30.94	\$ 31.86
16	\$ 30.51	\$ 31.43	\$ 32.37
17	\$ 30.98	\$ 31.91	\$ 32.86
18	\$ 31.45	\$ 32.40	\$ 33.37
19	\$ 31.92	\$ 32.87	\$ 33.86
20	\$ 32.39	\$ 33.37	\$ 34.37

Grade 7			
Step	7/1/2021(3%)	7/1/2022(3%)	7/1/2023(3%)
Start	\$ 24.80	\$ 25.54	\$ 26.31
1	\$ 25.30	\$ 26.06	\$ 26.85
2	\$ 25.82	\$ 26.60	\$ 27.40
3	\$ 26.33	\$ 27.12	\$ 27.93
4	\$ 26.83	\$ 27.64	\$ 28.47
5	\$ 27.35	\$ 28.17	\$ 29.02
6	\$ 27.85	\$ 28.69	\$ 29.55
7	\$ 28.36	\$ 29.21	\$ 30.09
8	\$ 28.86	\$ 29.73	\$ 30.62
9	\$ 29.38	\$ 30.26	\$ 31.17
10	\$ 29.89	\$ 30.78	\$ 31.71
11	\$ 30.39	\$ 31.30	\$ 32.24
12	\$ 30.91	\$ 31.84	\$ 32.79
13	\$ 31.41	\$ 32.36	\$ 33.33
14	\$ 31.92	\$ 32.87	\$ 33.86
15	\$ 32.44	\$ 33.41	\$ 34.41
16	\$ 32.94	\$ 33.93	\$ 34.95
17	\$ 33.44	\$ 34.45	\$ 35.48
18	\$ 33.95	\$ 34.97	\$ 36.02
19	\$ 34.47	\$ 35.50	\$ 36.57
20	\$ 34.97	\$ 36.02	\$ 37.10

Grade 8			
Step	7/1/2021(3%)	7/1/2022(3%)	7/1/2023(3%)
Start	\$ 26.79	\$ 27.59	\$ 28.42
1	\$ 27.34	\$ 28.16	\$ 29.00
2	\$ 27.89	\$ 28.73	\$ 29.59
3	\$ 28.44	\$ 29.29	\$ 30.17
4	\$ 28.99	\$ 29.86	\$ 30.75
5	\$ 29.54	\$ 30.43	\$ 31.34
6	\$ 30.09	\$ 30.99	\$ 31.92
7	\$ 30.64	\$ 31.55	\$ 32.50
8	\$ 31.18	\$ 32.12	\$ 33.08
9	\$ 31.74	\$ 32.69	\$ 33.67
10	\$ 32.29	\$ 33.25	\$ 34.25
11	\$ 32.83	\$ 33.82	\$ 34.83
12	\$ 33.39	\$ 34.39	\$ 35.42
13	\$ 33.93	\$ 34.95	\$ 36.00
14	\$ 34.48	\$ 35.51	\$ 36.58
15	\$ 35.04	\$ 36.09	\$ 37.17
16	\$ 35.58	\$ 36.65	\$ 37.75
17	\$ 36.13	\$ 37.21	\$ 38.33
18	\$ 36.68	\$ 37.78	\$ 38.91
19	\$ 37.23	\$ 38.35	\$ 39.50
20	\$ 37.78	\$ 38.91	\$ 40.08

Grade 9			
Step	7/1/2021(3%)	7/1/2022(3%)	7/1/2023(3%)
Start	\$ 28.93	\$ 29.80	\$ 30.69
1	\$ 29.53	\$ 30.42	\$ 31.33
2	\$ 30.12	\$ 31.02	\$ 31.95
3	\$ 30.72	\$ 31.64	\$ 32.59
4	\$ 31.30	\$ 32.24	\$ 33.21
5	\$ 31.90	\$ 32.86	\$ 33.85
6	\$ 32.49	\$ 33.46	\$ 34.47
7	\$ 33.09	\$ 34.08	\$ 35.10
8	\$ 33.68	\$ 34.69	\$ 35.73
9	\$ 34.28	\$ 35.30	\$ 36.36
10	\$ 34.88	\$ 35.92	\$ 37.00
11	\$ 35.46	\$ 36.53	\$ 37.62
12	\$ 36.06	\$ 37.14	\$ 38.26
13	\$ 36.65	\$ 37.75	\$ 38.88
14	\$ 37.25	\$ 38.37	\$ 39.52
15	\$ 37.83	\$ 38.97	\$ 40.14
16	\$ 38.43	\$ 39.59	\$ 40.77
17	\$ 39.02	\$ 40.19	\$ 41.40
18	\$ 39.62	\$ 40.81	\$ 42.03
19	\$ 40.21	\$ 41.41	\$ 42.66
20	\$ 40.81	\$ 42.03	\$ 43.29

Grade 10			
Step	7/1/2021(3%)	7/1/2022(3%)	7/1/2023(3%)
Start	\$ 31.24	\$ 32.17	\$ 33.14
1	\$ 31.88	\$ 32.83	\$ 33.82
2	\$ 32.52	\$ 33.49	\$ 34.50
3	\$ 33.16	\$ 34.15	\$ 35.18
4	\$ 33.80	\$ 34.81	\$ 35.86
5	\$ 34.44	\$ 35.47	\$ 36.54
6	\$ 35.08	\$ 36.13	\$ 37.22
7	\$ 35.72	\$ 36.79	\$ 37.90
8	\$ 36.36	\$ 37.45	\$ 38.58
9	\$ 37.00	\$ 38.11	\$ 39.26
10	\$ 37.66	\$ 38.79	\$ 39.95
11	\$ 38.30	\$ 39.45	\$ 40.63
12	\$ 38.94	\$ 40.11	\$ 41.31
13	\$ 39.58	\$ 40.77	\$ 41.99
14	\$ 40.22	\$ 41.43	\$ 42.67
15	\$ 40.86	\$ 42.09	\$ 43.35
16	\$ 41.50	\$ 42.75	\$ 44.03
17	\$ 42.14	\$ 43.41	\$ 44.71
18	\$ 42.78	\$ 44.07	\$ 45.39
19	\$ 43.42	\$ 44.73	\$ 46.07
20	\$ 44.06	\$ 45.39	\$ 46.75

Grade 11			
Step	7/1/2021(3%)	7/1/2022(3%)	7/1/2023(3%)
Start	\$ 33.74	\$ 34.76	\$ 35.80
1	\$ 34.44	\$ 35.47	\$ 36.54
2	\$ 35.13	\$ 36.19	\$ 37.27
3	\$ 35.83	\$ 36.90	\$ 38.01
4	\$ 36.51	\$ 37.61	\$ 38.74
5	\$ 37.21	\$ 38.32	\$ 39.47
6	\$ 37.90	\$ 39.04	\$ 40.21
7	\$ 38.60	\$ 39.76	\$ 40.95
8	\$ 39.29	\$ 40.47	\$ 41.69
9	\$ 39.99	\$ 41.19	\$ 42.42
10	\$ 40.68	\$ 41.90	\$ 43.16
11	\$ 41.37	\$ 42.61	\$ 43.88
12	\$ 42.06	\$ 43.32	\$ 44.62
13	\$ 42.76	\$ 44.04	\$ 45.36
14	\$ 43.45	\$ 44.75	\$ 46.10
15	\$ 44.15	\$ 45.47	\$ 46.84
16	\$ 44.84	\$ 46.19	\$ 47.57
17	\$ 45.52	\$ 46.89	\$ 48.30
18	\$ 46.22	\$ 47.61	\$ 49.03
19	\$ 46.91	\$ 48.32	\$ 49.77
20	\$ 47.61	\$ 49.04	\$ 50.51

Grade 12			
Step	7/1/2021(3%)	7/1/2022(3%)	7/1/2023(3%)
Start	\$ 36.44	\$ 37.54	\$ 38.66
1	\$ 37.19	\$ 38.31	\$ 39.46
2	\$ 37.94	\$ 39.08	\$ 40.25
3	\$ 38.69	\$ 39.85	\$ 41.05
4	\$ 39.43	\$ 40.61	\$ 41.83
5	\$ 40.18	\$ 41.38	\$ 42.63
6	\$ 40.93	\$ 42.16	\$ 43.42
7	\$ 41.68	\$ 42.93	\$ 44.22
8	\$ 42.43	\$ 43.70	\$ 45.01
9	\$ 43.18	\$ 44.47	\$ 45.81
10	\$ 43.93	\$ 45.25	\$ 46.60
11	\$ 44.66	\$ 46.00	\$ 47.38
12	\$ 45.41	\$ 46.78	\$ 48.18
13	\$ 46.16	\$ 47.55	\$ 48.98
14	\$ 46.91	\$ 48.32	\$ 49.77
15	\$ 47.66	\$ 49.09	\$ 50.57
16	\$ 48.41	\$ 49.87	\$ 51.36
17	\$ 49.15	\$ 50.62	\$ 52.14
18	\$ 49.90	\$ 51.40	\$ 52.94
19	\$ 50.65	\$ 52.17	\$ 53.73
20	\$ 51.40	\$ 52.94	\$ 54.53

Grade 13			
Step	7/1/2021(3%)	7/1/2022(3%)	7/1/2023(3%)
Start	\$ 39.35	\$ 40.53	\$ 41.74
1	\$ 40.15	\$ 41.36	\$ 42.60
2	\$ 40.97	\$ 42.20	\$ 43.47
3	\$ 41.77	\$ 43.03	\$ 44.32
4	\$ 42.58	\$ 43.86	\$ 45.17
5	\$ 43.40	\$ 44.70	\$ 46.04
6	\$ 44.20	\$ 45.53	\$ 46.89
7	\$ 45.01	\$ 46.36	\$ 47.75
8	\$ 45.81	\$ 47.18	\$ 48.60
9	\$ 46.63	\$ 48.03	\$ 49.47
10	\$ 47.43	\$ 48.86	\$ 50.32
11	\$ 48.24	\$ 49.68	\$ 51.17
12	\$ 49.05	\$ 50.53	\$ 52.04
13	\$ 49.86	\$ 51.36	\$ 52.90
14	\$ 50.66	\$ 52.18	\$ 53.75
15	\$ 51.48	\$ 53.03	\$ 54.62
16	\$ 52.29	\$ 53.85	\$ 55.47
17	\$ 53.09	\$ 54.68	\$ 56.32
18	\$ 53.90	\$ 55.51	\$ 57.18
19	\$ 54.71	\$ 56.35	\$ 58.05
20	\$ 55.52	\$ 57.18	\$ 58.90

Grade 14			
Step	7/1/2021(3%)	7/1/2022(3%)	7/1/2023(3%)
Start	\$ 42.50	\$ 43.77	\$ 45.09
1	\$ 43.37	\$ 44.67	\$ 46.01
2	\$ 44.24	\$ 45.57	\$ 46.94
3	\$ 45.11	\$ 46.47	\$ 47.86
4	\$ 45.99	\$ 47.37	\$ 48.79
5	\$ 46.86	\$ 48.27	\$ 49.71
6	\$ 47.73	\$ 49.16	\$ 50.64
7	\$ 48.61	\$ 50.06	\$ 51.57
8	\$ 49.48	\$ 50.96	\$ 52.49
9	\$ 50.35	\$ 51.86	\$ 53.42
10	\$ 51.22	\$ 52.76	\$ 54.34
11	\$ 52.10	\$ 53.66	\$ 55.27
12	\$ 52.97	\$ 54.56	\$ 56.19
13	\$ 53.84	\$ 55.46	\$ 57.12
14	\$ 54.71	\$ 56.35	\$ 58.05
15	\$ 55.59	\$ 57.25	\$ 58.97
16	\$ 56.46	\$ 58.15	\$ 59.90
17	\$ 57.33	\$ 59.05	\$ 60.82
18	\$ 58.20	\$ 59.95	\$ 61.75
19	\$ 59.08	\$ 60.85	\$ 62.67
20	\$ 59.95	\$ 61.75	\$ 63.60

Grade 15			
Step	7/1/2021(3%)	7/1/2022(3%)	7/1/2023(3%)
Start	\$ 45.89	\$ 47.27	\$ 48.69
1	\$ 46.83	\$ 48.24	\$ 49.68
2	\$ 47.77	\$ 49.21	\$ 50.68
3	\$ 48.71	\$ 50.18	\$ 51.68
4	\$ 49.67	\$ 51.16	\$ 52.69
5	\$ 50.61	\$ 52.13	\$ 53.69
6	\$ 51.55	\$ 53.10	\$ 54.69
7	\$ 52.49	\$ 54.07	\$ 55.69
8	\$ 53.43	\$ 55.03	\$ 56.69
9	\$ 54.37	\$ 56.00	\$ 57.68
10	\$ 55.33	\$ 56.99	\$ 58.70
11	\$ 56.27	\$ 57.96	\$ 59.69
12	\$ 57.21	\$ 58.92	\$ 60.69
13	\$ 58.15	\$ 59.89	\$ 61.69
14	\$ 59.09	\$ 60.86	\$ 62.69
15	\$ 60.03	\$ 61.83	\$ 63.69
16	\$ 60.97	\$ 62.80	\$ 64.68
17	\$ 61.93	\$ 63.78	\$ 65.70
18	\$ 62.87	\$ 64.75	\$ 66.69
19	\$ 63.81	\$ 65.72	\$ 67.69
20	\$ 64.75	\$ 66.69	\$ 68.69

Grade 16			
Step	7/1/2021(3%)	7/1/2022(3%)	7/1/23(3%)
Start	\$ 49.56	\$ 51.05	\$ 52.58
1	\$ 50.58	\$ 52.10	\$ 53.66
2	\$ 51.59	\$ 53.14	\$ 54.73
3	\$ 52.60	\$ 54.18	\$ 55.80
4	\$ 53.64	\$ 55.25	\$ 56.90
5	\$ 54.66	\$ 56.30	\$ 57.99
6	\$ 55.67	\$ 57.34	\$ 59.06
7	\$ 56.69	\$ 58.39	\$ 60.14
8	\$ 57.71	\$ 59.44	\$ 61.23
9	\$ 58.72	\$ 60.48	\$ 62.30
10	\$ 59.74	\$ 61.54	\$ 63.38
11	\$ 60.77	\$ 62.59	\$ 64.47
12	\$ 61.78	\$ 63.63	\$ 65.54
13	\$ 62.80	\$ 64.68	\$ 66.62
14	\$ 63.82	\$ 65.74	\$ 67.71
15	\$ 64.84	\$ 66.79	\$ 68.79
16	\$ 65.85	\$ 67.83	\$ 69.86
17	\$ 66.87	\$ 68.88	\$ 70.95
18	\$ 67.90	\$ 69.93	\$ 72.03
19	\$ 68.91	\$ 70.97	\$ 73.10
20	\$ 69.93	\$ 72.03	\$ 74.19

APPENDIX C – TECHNICAL SCALE

HPAE Job Codes and Scales

Job Code	Job Description	Bargaining Unit	Scale	Grade
346	CARDIAC CATH TECHNICAL ASSISTANT	Technical	Technical	5
294	CERTIFIED CARDIOVASCULAR TECHNOLOGIST	Technical	Technical	9
247	CERTIFIED CLINICAL NEPHROLOGY TECHNICIAN	Technical	Technical	3
223	CERTIFIED SURGICAL TECHNOLOGIST	Technical	Technical	9
363	CLIN.INST. X-RAY SCHOOL	Technical	Technical	12
536	CODING SPECIALIST I	Technical	Technical	7
591	CODING SPECIALIST II	Technical	Technical	8
254	COMMUNITY HEALTH LPN	Technical	Technical	7
108	DATA ANALYST	Technical	Technical	6
108	DECISION SUPPORT COORDINATOR	Technical	Technical	11
370	DRT 1	Technical	Technical	10
310	DRT II	Technical	Technical	11
364	EEG TECH LEVEL I	Technical	Technical	8
303	EEG TECH LEVEL II	Technical	Technical	13
296	EMERGENCY MEDICAL TECHNICIAN	Technical	Technical	4
296	EMERGENCY DEPARTMENT TECHNICIAN	Technical	Technical	4
289	HISTO TECHNICIAN	Technical	Technical	6
381	INVASIVE SPECIALIST PROCEDURE TECH	Technical	Technical	14
317	LAB TECHNICIAN	Technical	Technical	6
220	LPN	Technical	Technical	7
382	MAMMOGRAPHY TECH	Technical	Technical	10
286	MRI TECH	Technical	Technical	12
311	NUCLEAR MED TECH.	Technical	Technical	14
491	ONCOLOGY MEDICAL ASSISTANT	Technical	Technical	3
395	OR SPECIALTY COORDINATOR-LPN	Technical	Technical	8
265	P/D HISTO. TECH.	Technical	Technical	6
267	P/D LPN - WEEKDAYS	Technical	Technical	7
344	P/D RESP. CARE PRACT./REGISTERED	Technical	Technical	10
341	P/D RESP. CARE PRACT./CERTIFIED	Technical	Technical	9
222	PER DIEM LPN - WEEKENDS	Technical	Technical	N/A
334	PHYSICAL THERAPY ASST.	Technical	Technical	9
359	POLYSOMONOGRAPHY TECH.	Technical	Technical	9
345	PULM. FUNCT. TECH./REG.	Technical	Technical	10
292	RADIATION THERAPIST	Technical	Technical	19
413	REG. CARDIO/VAS INVASIVE SPECIALIST	Technical	Technical	14
321	REG. CARIDO/VASCULAR TECH	Technical	Technical	10
353	REG. VASCULAR TECH.	Technical	Technical	13
343	RESP. CARE PRACT./CERTIFIED	Technical	Technical	9
290	RESP.CARE PRACT./REGISTERED	Technical	Technical	10
291	SR. RADIATION THERAPIST	Technical	Technical	20
223	SURGICAL TECHNOLOGIST	Technical	Technical	4
404	TECHNICAL SUPPORT SPECIALIST	Technical	Technical	9
309	ULTRASONOGRAPHER	Technical	Technical	11

Grade 1			
Step	7/1/2021 (3%)	7/1/2022 (3%)	7/1/2023 (3%)
Start	\$ 15.61	\$ 16.08	\$ 16.56
1	\$ 15.91	\$ 16.39	\$ 16.88
2	\$ 16.22	\$ 16.71	\$ 17.21
3	\$ 16.52	\$ 17.02	\$ 17.53
4	\$ 16.84	\$ 17.34	\$ 17.86
5	\$ 17.14	\$ 17.65	\$ 18.18
6	\$ 17.44	\$ 17.96	\$ 18.50
7	\$ 17.75	\$ 18.28	\$ 18.83
8	\$ 18.05	\$ 18.59	\$ 19.15
9	\$ 18.36	\$ 18.92	\$ 19.48
10	\$ 18.66	\$ 19.22	\$ 19.80
11	\$ 18.96	\$ 19.53	\$ 20.12
12	\$ 19.28	\$ 19.86	\$ 20.45
13	\$ 19.58	\$ 20.17	\$ 20.77
14	\$ 19.89	\$ 20.49	\$ 21.10
15	\$ 20.19	\$ 20.80	\$ 21.42
16	\$ 20.49	\$ 21.11	\$ 21.74
17	\$ 20.81	\$ 21.43	\$ 22.07
18	\$ 21.11	\$ 21.74	\$ 22.39
19	\$ 21.42	\$ 22.06	\$ 22.72
20	\$ 21.72	\$ 22.37	\$ 23.04

Grade 2			
Step	7/1/2021 (3%)	7/1/2022 (3%)	7/1/2023 (3%)
Start	\$ 16.55	\$ 17.05	\$ 17.56
1	\$ 16.88	\$ 17.39	\$ 17.91
2	\$ 17.21	\$ 17.72	\$ 18.25
3	\$ 17.52	\$ 18.05	\$ 18.59
4	\$ 17.85	\$ 18.38	\$ 18.93
5	\$ 18.17	\$ 18.72	\$ 19.28
6	\$ 18.50	\$ 19.06	\$ 19.63
7	\$ 18.83	\$ 19.39	\$ 19.98
8	\$ 19.14	\$ 19.72	\$ 20.31
9	\$ 19.47	\$ 20.05	\$ 20.65
10	\$ 19.80	\$ 20.39	\$ 21.00
11	\$ 20.16	\$ 20.76	\$ 21.38
12	\$ 20.47	\$ 21.09	\$ 21.72
13	\$ 20.79	\$ 21.41	\$ 22.06
14	\$ 21.11	\$ 21.74	\$ 22.39
15	\$ 21.42	\$ 22.06	\$ 22.72
16	\$ 21.75	\$ 22.40	\$ 23.07
17	\$ 22.07	\$ 22.74	\$ 23.42
18	\$ 22.39	\$ 23.06	\$ 23.75
19	\$ 22.71	\$ 23.40	\$ 24.10
20	\$ 23.04	\$ 23.73	\$ 24.44

Grade 3			
Step	7/1/2021 (3%)	7/1/2022 (3%)	7/1/2023 (3%)
Start	\$ 17.52	\$ 18.05	\$ 18.59
1	\$ 17.86	\$ 18.40	\$ 18.95
2	\$ 18.21	\$ 18.76	\$ 19.32
3	\$ 18.56	\$ 19.11	\$ 19.69
4	\$ 18.90	\$ 19.46	\$ 20.05
5	\$ 19.25	\$ 19.83	\$ 20.42
6	\$ 19.59	\$ 20.18	\$ 20.79
7	\$ 19.93	\$ 20.53	\$ 21.15
8	\$ 20.27	\$ 20.88	\$ 21.51
9	\$ 20.63	\$ 21.25	\$ 21.88
10	\$ 20.97	\$ 21.60	\$ 22.25
11	\$ 21.31	\$ 21.95	\$ 22.61
12	\$ 21.66	\$ 22.31	\$ 22.98
13	\$ 22.01	\$ 22.67	\$ 23.35
14	\$ 22.35	\$ 23.02	\$ 23.71
15	\$ 22.70	\$ 23.38	\$ 24.08
16	\$ 23.04	\$ 23.73	\$ 24.44
17	\$ 23.38	\$ 24.08	\$ 24.81
18	\$ 23.72	\$ 24.43	\$ 25.17
19	\$ 24.08	\$ 24.80	\$ 25.54
20	\$ 24.42	\$ 25.15	\$ 25.91

Grade 4			
Step	7/1/2021 (3%)	7/1/2022 (3%)	7/1/2023 (3%)
Start	\$ 18.58	\$ 19.14	\$ 19.71
1	\$ 18.95	\$ 19.52	\$ 20.11
2	\$ 19.32	\$ 19.90	\$ 20.50
3	\$ 19.67	\$ 20.26	\$ 20.87
4	\$ 20.04	\$ 20.64	\$ 21.26
5	\$ 20.41	\$ 21.02	\$ 21.65
6	\$ 20.78	\$ 21.40	\$ 22.04
7	\$ 21.13	\$ 21.77	\$ 22.42
8	\$ 21.50	\$ 22.15	\$ 22.81
9	\$ 21.87	\$ 22.52	\$ 23.20
10	\$ 22.24	\$ 22.90	\$ 23.59
11	\$ 22.59	\$ 23.27	\$ 23.97
12	\$ 22.96	\$ 23.65	\$ 24.36
13	\$ 23.33	\$ 24.03	\$ 24.75
14	\$ 23.70	\$ 24.41	\$ 25.14
15	\$ 24.05	\$ 24.77	\$ 25.51
16	\$ 24.42	\$ 25.15	\$ 25.91
17	\$ 24.79	\$ 25.53	\$ 26.30
18	\$ 25.15	\$ 25.91	\$ 26.69
19	\$ 25.51	\$ 26.27	\$ 27.06
20	\$ 25.88	\$ 26.65	\$ 27.45

Grade 5			
Step	7/1/2021 (3%)	7/1/2022 (3%)	7/1/2023 (3%)
Start	\$ 19.71	\$ 20.31	\$ 20.92
1	\$ 20.10	\$ 20.70	\$ 21.32
2	\$ 20.49	\$ 21.11	\$ 21.74
3	\$ 20.87	\$ 21.50	\$ 22.14
4	\$ 21.26	\$ 21.89	\$ 22.55
5	\$ 21.65	\$ 22.30	\$ 22.97
6	\$ 22.03	\$ 22.69	\$ 23.37
7	\$ 22.41	\$ 23.09	\$ 23.78
8	\$ 22.80	\$ 23.48	\$ 24.18
9	\$ 23.19	\$ 23.89	\$ 24.60
10	\$ 23.57	\$ 24.28	\$ 25.01
11	\$ 23.95	\$ 24.67	\$ 25.41
12	\$ 24.35	\$ 25.08	\$ 25.83
13	\$ 24.73	\$ 25.47	\$ 26.24
14	\$ 25.11	\$ 25.87	\$ 26.64
15	\$ 25.51	\$ 26.27	\$ 27.06
16	\$ 25.89	\$ 26.67	\$ 27.47
17	\$ 26.27	\$ 27.06	\$ 27.87
18	\$ 26.65	\$ 27.45	\$ 28.28
19	\$ 27.05	\$ 27.86	\$ 28.70
20	\$ 27.43	\$ 28.25	\$ 29.10

Grade 6			
Step	7/1/2021 (3%)	7/1/2022 (3%)	7/1/2023 (3%)
Start	\$ 20.89	\$ 21.51	\$ 22.16
1	\$ 21.30	\$ 21.94	\$ 22.59
2	\$ 21.71	\$ 22.36	\$ 23.03
3	\$ 22.11	\$ 22.78	\$ 23.46
4	\$ 22.52	\$ 23.20	\$ 23.89
5	\$ 22.95	\$ 23.63	\$ 24.34
6	\$ 23.35	\$ 24.06	\$ 24.78
7	\$ 23.76	\$ 24.48	\$ 25.21
8	\$ 24.17	\$ 24.90	\$ 25.65
9	\$ 24.58	\$ 25.32	\$ 26.08
10	\$ 24.99	\$ 25.74	\$ 26.51
11	\$ 25.40	\$ 26.16	\$ 26.95
12	\$ 25.81	\$ 26.58	\$ 27.38
13	\$ 26.22	\$ 27.00	\$ 27.81
14	\$ 26.63	\$ 27.43	\$ 28.25
15	\$ 27.05	\$ 27.86	\$ 28.70
16	\$ 27.46	\$ 28.28	\$ 29.13
17	\$ 27.87	\$ 28.70	\$ 29.56
18	\$ 28.28	\$ 29.13	\$ 30.00
19	\$ 28.69	\$ 29.55	\$ 30.43
20	\$ 29.09	\$ 29.97	\$ 30.87

Grade 7			
Step	7/1/2021 (3%)	7/1/2022 (3%)	7/1/2023 (3%)
Start	\$ 22.13	\$ 22.79	\$ 23.48
1	\$ 22.56	\$ 23.24	\$ 23.94
2	\$ 23.00	\$ 23.69	\$ 24.40
3	\$ 23.44	\$ 24.14	\$ 24.86
4	\$ 23.87	\$ 24.59	\$ 25.33
5	\$ 24.31	\$ 25.04	\$ 25.79
6	\$ 24.73	\$ 25.47	\$ 26.24
7	\$ 25.17	\$ 25.92	\$ 26.70
8	\$ 25.60	\$ 26.37	\$ 27.16
9	\$ 26.04	\$ 26.82	\$ 27.63
10	\$ 26.48	\$ 27.27	\$ 28.09
11	\$ 26.91	\$ 27.72	\$ 28.55
12	\$ 27.35	\$ 28.17	\$ 29.02
13	\$ 27.79	\$ 28.62	\$ 29.48
14	\$ 28.22	\$ 29.07	\$ 29.94
15	\$ 28.66	\$ 29.52	\$ 30.40
16	\$ 29.08	\$ 29.95	\$ 30.85
17	\$ 29.52	\$ 30.40	\$ 31.32
18	\$ 29.95	\$ 30.85	\$ 31.78
19	\$ 30.39	\$ 31.30	\$ 32.24
20	\$ 30.83	\$ 31.75	\$ 32.70

Grade 8			
Step	7/1/2021 (3%)	7/1/2022 (3%)	7/1/2023 (3%)
Start	\$ 23.46	\$ 24.17	\$ 24.89
1	\$ 23.93	\$ 24.65	\$ 25.38
2	\$ 24.39	\$ 25.12	\$ 25.88
3	\$ 24.84	\$ 25.59	\$ 26.35
4	\$ 25.30	\$ 26.06	\$ 26.85
5	\$ 25.77	\$ 26.54	\$ 27.34
6	\$ 26.23	\$ 27.02	\$ 27.83
7	\$ 26.68	\$ 27.48	\$ 28.31
8	\$ 27.15	\$ 27.96	\$ 28.80
9	\$ 27.61	\$ 28.44	\$ 29.29
10	\$ 28.07	\$ 28.91	\$ 29.78
11	\$ 28.52	\$ 29.38	\$ 30.26
12	\$ 28.99	\$ 29.86	\$ 30.75
13	\$ 29.45	\$ 30.33	\$ 31.24
14	\$ 29.91	\$ 30.81	\$ 31.73
15	\$ 30.36	\$ 31.27	\$ 32.21
16	\$ 30.83	\$ 31.75	\$ 32.70
17	\$ 31.29	\$ 32.23	\$ 33.20
18	\$ 31.75	\$ 32.71	\$ 33.69
19	\$ 32.20	\$ 33.17	\$ 34.16
20	\$ 32.67	\$ 33.65	\$ 34.66

Grade 9			
Step	7/1/2021(3%)	7/1/2022 (3%)	7/1/2023 (3%)
Start	\$ 24.88	\$ 25.63	\$ 26.40
1	\$ 25.37	\$ 26.13	\$ 26.92
2	\$ 25.86	\$ 26.64	\$ 27.44
3	\$ 26.34	\$ 27.13	\$ 27.94
4	\$ 26.83	\$ 27.64	\$ 28.47
5	\$ 27.32	\$ 28.14	\$ 28.99
6	\$ 27.81	\$ 28.65	\$ 29.51
7	\$ 28.29	\$ 29.14	\$ 30.01
8	\$ 28.78	\$ 29.64	\$ 30.53
9	\$ 29.27	\$ 30.15	\$ 31.05
10	\$ 29.76	\$ 30.66	\$ 31.58
11	\$ 30.24	\$ 31.15	\$ 32.08
12	\$ 30.73	\$ 31.65	\$ 32.60
13	\$ 31.22	\$ 32.16	\$ 33.12
14	\$ 31.71	\$ 32.66	\$ 33.64
15	\$ 32.19	\$ 33.16	\$ 34.15
16	\$ 32.68	\$ 33.66	\$ 34.67
17	\$ 33.17	\$ 34.17	\$ 35.19
18	\$ 33.66	\$ 34.67	\$ 35.71
19	\$ 34.14	\$ 35.16	\$ 36.22
20	\$ 34.63	\$ 35.67	\$ 36.74

Grade 10			
Step	7/1/2021 (3%)	7/1/2022 (3%)	7/1/2023 (3%)
Start	\$ 26.37	\$ 27.16	\$ 27.97
1	\$ 26.89	\$ 27.69	\$ 28.52
2	\$ 27.40	\$ 28.23	\$ 29.07
3	\$ 27.92	\$ 28.76	\$ 29.62
4	\$ 28.44	\$ 29.29	\$ 30.17
5	\$ 28.96	\$ 29.83	\$ 30.72
6	\$ 29.48	\$ 30.36	\$ 31.27
7	\$ 29.99	\$ 30.89	\$ 31.82
8	\$ 30.51	\$ 31.43	\$ 32.37
9	\$ 31.03	\$ 31.96	\$ 32.92
10	\$ 31.55	\$ 32.50	\$ 33.47
11	\$ 32.05	\$ 33.02	\$ 34.01
12	\$ 32.57	\$ 33.55	\$ 34.56
13	\$ 33.09	\$ 34.08	\$ 35.10
14	\$ 33.61	\$ 34.62	\$ 35.65
15	\$ 34.13	\$ 35.15	\$ 36.20
16	\$ 34.64	\$ 35.68	\$ 36.75
17	\$ 35.16	\$ 36.22	\$ 37.30
18	\$ 35.68	\$ 36.75	\$ 37.85
19	\$ 36.20	\$ 37.28	\$ 38.40
20	\$ 36.72	\$ 37.82	\$ 38.95

Grade 11			
Step	7/1/2021 (3%)	7/1/2022 (3%)	7/1/2023 (3%)
Start	\$ 27.95	\$ 28.79	\$ 29.65
1	\$ 28.51	\$ 29.36	\$ 30.24
2	\$ 29.05	\$ 29.93	\$ 30.82
3	\$ 29.60	\$ 30.49	\$ 31.40
4	\$ 30.14	\$ 31.05	\$ 31.98
5	\$ 30.69	\$ 31.61	\$ 32.56
6	\$ 31.32	\$ 32.26	\$ 33.22
7	\$ 31.79	\$ 32.75	\$ 33.73
8	\$ 32.34	\$ 33.31	\$ 34.31
9	\$ 32.89	\$ 33.87	\$ 34.89
10	\$ 33.44	\$ 34.45	\$ 35.48
11	\$ 33.99	\$ 35.01	\$ 36.06
12	\$ 34.53	\$ 35.57	\$ 36.64
13	\$ 35.08	\$ 36.13	\$ 37.22
14	\$ 35.64	\$ 36.71	\$ 37.81
15	\$ 36.18	\$ 37.27	\$ 38.39
16	\$ 36.73	\$ 37.83	\$ 38.97
17	\$ 37.28	\$ 38.39	\$ 39.55
18	\$ 37.83	\$ 38.97	\$ 40.14
19	\$ 38.38	\$ 39.53	\$ 40.72
20	\$ 38.92	\$ 40.09	\$ 41.30

Grade 12			
Step	7/1/2021 (3%)	7/1/2022 (3%)	7/1/2023 (3%)
Start	\$ 29.64	\$ 30.53	\$ 31.45
1	\$ 30.23	\$ 31.13	\$ 32.07
2	\$ 30.80	\$ 31.72	\$ 32.67
3	\$ 31.39	\$ 32.33	\$ 33.30
4	\$ 31.96	\$ 32.92	\$ 33.90
5	\$ 32.54	\$ 33.52	\$ 34.53
6	\$ 33.12	\$ 34.11	\$ 35.13
7	\$ 33.70	\$ 34.71	\$ 35.76
8	\$ 34.28	\$ 35.30	\$ 36.36
9	\$ 34.86	\$ 35.91	\$ 36.99
10	\$ 35.45	\$ 36.51	\$ 37.61
11	\$ 36.02	\$ 37.10	\$ 38.21
12	\$ 36.61	\$ 37.71	\$ 38.84
13	\$ 37.18	\$ 38.30	\$ 39.44
14	\$ 37.77	\$ 38.90	\$ 40.07
15	\$ 38.34	\$ 39.49	\$ 40.67
16	\$ 38.92	\$ 40.09	\$ 41.30
17	\$ 39.50	\$ 40.68	\$ 41.90
18	\$ 40.08	\$ 41.29	\$ 42.52
19	\$ 40.66	\$ 41.88	\$ 43.13
20	\$ 41.24	\$ 42.48	\$ 43.75

Grade 13			
Step	7/1/2021 (3%)	7/1/2022 (3%)	7/1/2023 (3%)
Start	\$ 31.41	\$ 32.36	\$ 33.33
1	\$ 32.03	\$ 32.99	\$ 33.98
2	\$ 32.64	\$ 33.62	\$ 34.63
3	\$ 33.25	\$ 34.25	\$ 35.28
4	\$ 33.88	\$ 34.90	\$ 35.94
5	\$ 34.49	\$ 35.53	\$ 36.59
6	\$ 35.11	\$ 36.16	\$ 37.25
7	\$ 35.72	\$ 36.79	\$ 37.90
8	\$ 36.33	\$ 37.42	\$ 38.55
9	\$ 36.95	\$ 38.06	\$ 39.20
10	\$ 37.58	\$ 38.70	\$ 39.86
11	\$ 38.19	\$ 39.33	\$ 40.51
12	\$ 38.80	\$ 39.97	\$ 41.17
13	\$ 39.42	\$ 40.60	\$ 41.82
14	\$ 40.03	\$ 41.23	\$ 42.47
15	\$ 40.64	\$ 41.86	\$ 43.12
16	\$ 41.26	\$ 42.49	\$ 43.77
17	\$ 41.88	\$ 43.14	\$ 44.43
18	\$ 42.50	\$ 43.77	\$ 45.09
19	\$ 43.11	\$ 44.40	\$ 45.74
20	\$ 43.72	\$ 45.04	\$ 46.39

Grade 14			
Step	7/1/2021 (3%)	7/12/22 (3%)	7/1/2023 (3%)
Start	\$ 33.31	\$ 34.31	\$ 35.34
1	\$ 33.96	\$ 34.98	\$ 36.03
2	\$ 34.62	\$ 35.66	\$ 36.72
3	\$ 35.27	\$ 36.33	\$ 37.42
4	\$ 35.91	\$ 36.99	\$ 38.10
5	\$ 36.57	\$ 37.66	\$ 38.79
6	\$ 37.22	\$ 38.34	\$ 39.49
7	\$ 37.88	\$ 39.01	\$ 40.18
8	\$ 38.56	\$ 39.71	\$ 40.90
9	\$ 39.18	\$ 40.36	\$ 41.57
10	\$ 39.84	\$ 41.03	\$ 42.26
11	\$ 40.48	\$ 41.69	\$ 42.94
12	\$ 41.13	\$ 42.37	\$ 43.64
13	\$ 41.79	\$ 43.04	\$ 44.33
14	\$ 42.44	\$ 43.72	\$ 45.03
15	\$ 43.10	\$ 44.39	\$ 45.72
16	\$ 43.75	\$ 45.06	\$ 46.42
17	\$ 44.39	\$ 45.72	\$ 47.10
18	\$ 45.05	\$ 46.40	\$ 47.79
19	\$ 45.70	\$ 47.07	\$ 48.48
20	\$ 46.36	\$ 47.75	\$ 49.18

Grade 15			
Step	7/1/2021 (3%)	7/1/2022 (3%)	7/1/2023 (3%)
Start	\$ 35.30	\$ 36.36	\$ 37.45
1	\$ 35.99	\$ 37.07	\$ 38.19
2	\$ 36.69	\$ 37.79	\$ 38.92
3	\$ 37.37	\$ 38.49	\$ 39.65
4	\$ 38.07	\$ 39.21	\$ 40.38
5	\$ 38.76	\$ 39.92	\$ 41.12
6	\$ 39.46	\$ 40.64	\$ 41.86
7	\$ 40.14	\$ 41.34	\$ 42.58
8	\$ 40.83	\$ 42.06	\$ 43.32
9	\$ 41.53	\$ 42.77	\$ 44.06
10	\$ 42.22	\$ 43.49	\$ 44.80
11	\$ 42.91	\$ 44.19	\$ 45.52
12	\$ 43.60	\$ 44.91	\$ 46.26
13	\$ 44.30	\$ 45.63	\$ 46.99
14	\$ 44.99	\$ 46.34	\$ 47.73
15	\$ 45.67	\$ 47.04	\$ 48.46
16	\$ 46.37	\$ 47.76	\$ 49.19
17	\$ 47.06	\$ 48.48	\$ 49.93
18	\$ 47.76	\$ 49.19	\$ 50.67
19	\$ 48.44	\$ 49.89	\$ 51.39
20	\$ 49.14	\$ 50.61	\$ 52.13

Grade 16			
Step	7/1/2021 (3%)	7/1/2022 (3%)	7/1/2023 (3%)
Start	\$ 37.43	\$ 38.55	\$ 39.70
1	\$ 38.12	\$ 39.26	\$ 40.44
2	\$ 38.82	\$ 39.98	\$ 41.18
3	\$ 39.51	\$ 40.70	\$ 41.92
4	\$ 40.21	\$ 41.41	\$ 42.66
5	\$ 40.90	\$ 42.13	\$ 43.39
6	\$ 41.60	\$ 42.85	\$ 44.13
7	\$ 42.29	\$ 43.56	\$ 44.87
8	\$ 42.99	\$ 44.28	\$ 45.61
9	\$ 43.68	\$ 44.99	\$ 46.34
10	\$ 44.39	\$ 45.72	\$ 47.10
11	\$ 45.09	\$ 46.44	\$ 47.83
12	\$ 45.78	\$ 47.16	\$ 48.57
13	\$ 46.48	\$ 47.87	\$ 49.31
14	\$ 47.17	\$ 48.59	\$ 50.05
15	\$ 47.87	\$ 49.30	\$ 50.78
16	\$ 48.56	\$ 50.02	\$ 51.52
17	\$ 49.26	\$ 50.74	\$ 52.26
18	\$ 49.95	\$ 51.45	\$ 53.00
19	\$ 50.65	\$ 52.17	\$ 53.73
20	\$ 51.35	\$ 52.89	\$ 54.47

Grade 17			
Step	7/1/1/2021 (3%)	7/1/2022 (3%)	7/1/2023 (3%)
Start	\$ 42.49	\$ 43.77	\$ 45.08
1	\$ 43.28	\$ 44.58	\$ 45.92
2	\$ 44.07	\$ 45.39	\$ 46.75
3	\$ 44.86	\$ 46.21	\$ 47.59
4	\$ 45.66	\$ 47.03	\$ 48.44
5	\$ 46.45	\$ 47.85	\$ 49.28
6	\$ 47.24	\$ 48.67	\$ 50.12
7	\$ 48.03	\$ 49.47	\$ 50.95
8	\$ 48.82	\$ 50.28	\$ 51.79
9	\$ 49.61	\$ 51.10	\$ 52.63
10	\$ 50.41	\$ 51.92	\$ 53.48
11	\$ 51.20	\$ 52.74	\$ 54.32
12	\$ 51.99	\$ 53.55	\$ 55.15
13	\$ 52.78	\$ 54.36	\$ 55.99
14	\$ 53.57	\$ 55.17	\$ 56.83
15	\$ 54.35	\$ 55.99	\$ 57.66
16	\$ 55.14	\$ 56.80	\$ 58.50
17	\$ 55.95	\$ 57.63	\$ 59.35
18	\$ 56.74	\$ 58.44	\$ 60.19
19	\$ 57.52	\$ 59.25	\$ 61.03
20	\$ 58.31	\$ 60.06	\$ 61.86

Grade 18			
Step	7/1/2021 (3%)	7/1/2022 (3%)	7/1/23 (3%)
Start	\$ 42.03	\$ 43.29	\$ 44.59
1	\$ 42.81	\$ 44.09	\$ 45.42
2	\$ 43.60	\$ 44.91	\$ 46.26
3	\$ 44.38	\$ 45.71	\$ 47.08
4	\$ 45.17	\$ 46.52	\$ 47.92
5	\$ 45.95	\$ 47.32	\$ 48.74
6	\$ 46.74	\$ 48.14	\$ 49.58
7	\$ 47.51	\$ 48.94	\$ 50.41
8	\$ 48.31	\$ 49.75	\$ 51.25
9	\$ 49.08	\$ 50.55	\$ 52.07
10	\$ 49.87	\$ 51.37	\$ 52.91
11	\$ 50.65	\$ 52.17	\$ 53.73
12	\$ 51.43	\$ 52.97	\$ 54.56
13	\$ 52.22	\$ 53.78	\$ 55.40
14	\$ 53.00	\$ 54.59	\$ 56.22
15	\$ 53.79	\$ 55.40	\$ 57.06
16	\$ 54.56	\$ 56.20	\$ 57.89
17	\$ 55.35	\$ 57.01	\$ 58.72
18	\$ 56.13	\$ 57.81	\$ 59.55
19	\$ 56.92	\$ 58.63	\$ 60.39
20	\$ 57.70	\$ 59.43	\$ 61.21

Grade 19			
Step	7/1/21 (3%)	7/1/2022 (3%)	7/1/2023 (3%)
Start	\$ 44.56	\$ 45.89	\$ 47.27
1	\$ 45.39	\$ 46.75	\$ 48.15
2	\$ 46.22	\$ 47.61	\$ 49.03
3	\$ 47.05	\$ 48.46	\$ 49.92
4	\$ 47.88	\$ 49.32	\$ 50.80
5	\$ 48.71	\$ 50.18	\$ 51.68
6	\$ 49.53	\$ 51.02	\$ 52.55
7	\$ 50.36	\$ 51.87	\$ 53.43
8	\$ 51.20	\$ 52.73	\$ 54.31
9	\$ 52.03	\$ 53.59	\$ 55.20
10	\$ 52.86	\$ 54.44	\$ 56.08
11	\$ 53.69	\$ 55.30	\$ 56.96
12	\$ 54.52	\$ 56.16	\$ 57.84
13	\$ 55.35	\$ 57.01	\$ 58.72
14	\$ 56.19	\$ 57.87	\$ 59.61
15	\$ 57.02	\$ 58.73	\$ 60.49
16	\$ 57.84	\$ 59.57	\$ 61.36
17	\$ 58.67	\$ 60.43	\$ 62.24
18	\$ 59.50	\$ 61.28	\$ 63.12
19	\$ 60.33	\$ 62.14	\$ 64.00
20	\$ 61.16	\$ 63.00	\$ 64.89

Grade 20			
Step	7/1/21 (3%)	7/1/2022 (3%)	7/1/2023 (3%)
Start	\$ 46.91	\$ 48.32	\$ 49.77
1	\$ 47.81	\$ 49.25	\$ 50.73
2	\$ 48.70	\$ 50.16	\$ 51.67
3	\$ 49.60	\$ 51.09	\$ 52.62
4	\$ 50.50	\$ 52.02	\$ 53.58
5	\$ 51.40	\$ 52.94	\$ 54.53
6	\$ 52.29	\$ 53.85	\$ 55.47
7	\$ 53.19	\$ 54.78	\$ 56.43
8	\$ 54.09	\$ 55.71	\$ 57.38
9	\$ 54.97	\$ 56.62	\$ 58.32
10	\$ 55.87	\$ 57.55	\$ 59.27
11	\$ 56.77	\$ 58.47	\$ 60.23
12	\$ 57.66	\$ 59.39	\$ 61.17
13	\$ 58.56	\$ 60.31	\$ 62.12
14	\$ 59.46	\$ 61.24	\$ 63.08
15	\$ 60.34	\$ 62.15	\$ 64.02
16	\$ 61.24	\$ 63.08	\$ 64.97
17	\$ 62.14	\$ 64.01	\$ 65.93
18	\$ 63.04	\$ 64.93	\$ 66.88
19	\$ 66.66	\$ 68.66	\$ 70.72

APPENDIX D – SERVICE SCALE

HPAE Job Codes and Scales

Job Code	Job Description	Bargaining Unit	Scale	Grade
905	2ND COOK	Service	Service	8
249	ADMIN. ASSISTANT	Service	Service	11
609	ADMITTING CONCIERGE	Service	Service	4
274	ANESTHESIA TECH	Service	Technical	2
564	ASSEMBLER	Service	Service	3
283	BML O/P COORD.	Service	Service	6
529	BUYER	Service	Service	6
912	CAFETERIA AIDE	Service	Service	3
929	CAFETERIA COOK	Service	Service	8
305	CARDIAC TECH I	Service	Technical	6
306	CARDIAC TECH II	Service	Technical	7
307	CARDIAC TECH III	Service	Technical	8
908	CATERER	Service	Service	5
231	CENTRAL SERVICE AIDE	Service	Service	3
235	CENTRAL SERVICE TECH	Service	Technical	3
237	CERT. NURSING ASST.	Service	Service	6
538	CHART ANALYST	Service	Service	7
320	CLERK/PHLEBOTOMIST	Service	Technical	3
554	CLERK/RECEPTIONIST	Service	Service	2
506	RENAL OFFICE ASSISTANT	Service	Service	4
522	CME COORDIATOR/CREDENTIALING ASST.	Service	Service	16
928	COFFEE CART AIDE	Service	Service	3
908	COLD PRODUCTION CATERER	Service	Service	5
385	COMPLIANCE CLERK	Service	Service	5
565	CONTROL SUBSTANCE TECH	Service	Technical	4
262	CRITICAL CARE TECH.	Service	Technical	3
250	DATA ENTRY CLERK	Service	Service	5
544	DIAG. SERV. ACCESS REP.	Service	Service	4
911	DIETARY UTILITY WORKER	Service	Service	2
536	DISCHARGE PROCESSING CLERK	Service	Service	6
182	DISPATCHER/TRANSPORTER	Service	Service	3
302	EKG TECH	Service	Technical	3
228	ENDO. NURSING TECH.	Service	Technical	5
933	ENV. SERVICES CUSTODIAN/FLOOR CARE	Service	Service	5
921	ENVIRONMENTAL SERVICES AIDE	Service	Service	2
922	ENVIRONMENTAL SERVICES TECH	Service	Service	5
927	FOOD & NUTRITION LEAD	Service	Service	7
913	FOOD & NUTRITION TECH	Service	Technical	3
919	FOOD SERVICE STEWARD	Service	Service	3
541	HEALTH INFORMATION TECH I	Service	Service	3
543	HEALTH INFORMATION TECH II	Service	Service	4
371	HOSPITALITY ASSOCIATE	Service	Service	5 3

Job Code	Job Description	Bargaining Unit	Scale	Grade
925	HOST/HOSTESS	Service	Service	3
551	IMAGING AIDE	Service	Service	4
621	INS. VERIFICATION CLERK	Service	Service	8
914	ISSUING CLERK	Service	Service	4
904	IST COOK	Service	Service	10
935	LAB COURIER	Service	Service	4
552	LABORATORY AIDE	Service	Service	4
926	LEAD CAFETERIA AIDE	Service	Service	4
931	LEAD DIET UTILITY WORKER	Service	Service	3
924	LEAD HOST/HOSTESS	Service	Service	7
326	LEAD PHARMACY TECHNICIAN	Service	Technical	5
534	LEAD STOREROOM & DISTRIBUTION CLERK	Service	Service	9
557	MAIL/PHOTOCOPY CLERK	Service	Service	2
546	MATERIALS CLERK	Service	Service	5
537	MEDICAL TRANSCRIPTIONIST	Service	Service	11
229	MONITOR TECH	Service	Technical	3
512	NURSING OFFICE CLERK	Service	Service	6
278	O.R. ASST.	Service	Technical	2
379	O/P CODING COORDINATOR	Service	Service	13
287	O/P PHLEBOTOMIST	Service	Technical	3
347	OBSTETRIC TECHNICIAN	Service	Service	6
338	OFFICE ASSISTANT	Service	Service	5
232	OFFICE ASSISTANT/RECEPTIONIST	Service	Service	6
507	OR SECRETARY/SCHEDULER	Service	Service	9
352	OUT PATIENT CODING SPECIALIST	Service	Service	11
505	P.A.T. TECHNICIAN	Service	Technical	5
553	P/D MED. TRANSC.	Service	Service	11
365	P/D PATIENT CARE PARTNER	Service	Service	5
603	PATIENT ACCESS DOCUMENT ASSISTANT	Service	Service	4
612	PATIENT ACCESS REPRESENTATIVE	Service	Service	7
261	PATIENT CARE PARTNER	Service	Service	5
264	PCP II	Service	Service	6
120	PATIENT LIAISON	Service	Service	7
351	PER DIEM PCP II	Service	Service	6
282	PERI-OP MATERIALS SPECIALIST	Service	Technical	6
504	PHARMACY SECRETARY	Service	Service	10
329	PHARMACY TECHNICIAN	Service	Technical	4
335	PHYSICAL THERAPY AIDE	Service	Service	4
917	POT WASHER	Service	Service	2
508	PROGRAM SECRETARY/PSYC	Service	Service	11
542	RECEPTIONIST	Service	Service	2
610	REGISTRATION CLERK	Service	Service	4
247	RENAL TECHNICIAN	Service	Technical	3
531	S.P.D./CLERK 1	Service	Service	4
268	SCHEDULING COORDINATOR	Service	Service	10
248	SCOPE TECHNICIAN	Service	Technical	2
342	SDS ASSISTANT II	Service	Service	5
355	SDS/ENDO CONTROL DESK CLERK	Service	Service	7

Job Code	Job Description	Bargaining Unit	Scale	Grade
500	SECRETARY	Service	Service	9
510	SECRETARY/ TRANS.	Service	Service	11
528	SPD CLERK 2	Service	Service	5
514	SR. DEPARTMENT SECRETARY	Service	Service	11
102	STAFFING COORDINATOR	Service	Service	9
123	STAFFING COORDINATOR/SECRETARY	Service	Service	9
513	TRANSCRIPTION CLERK	Service	Service	4
349	TRANSPORT/ORDERLY	Service	Service	2
233	TRANSPORTER	Service	Service	2
273	TRIAGE/EXPRESS CARE TECH	Service	Service	5
225	U.S./ADMISSION FACILITATOR	Service	Service	6
230	UNIT SECRETARY	Service	Service	6
554	MAMMOGRAPHY OFFICE CLERK	Service	Service	5

Grade 1			
Step	7/1/2021(3%)	7/1/2022(3%)	7/1/2023(3%)
Start	\$ 13.25	\$ 13.65	\$ 14.06
1	\$ 13.51	\$ 13.92	\$ 14.33
2	\$ 13.77	\$ 14.18	\$ 14.61
3	\$ 14.03	\$ 14.45	\$ 14.88
4	\$ 14.29	\$ 14.72	\$ 15.16
5	\$ 14.56	\$ 15.00	\$ 15.45
6	\$ 14.82	\$ 15.26	\$ 15.72
7	\$ 15.08	\$ 15.53	\$ 16.00
8	\$ 15.34	\$ 15.80	\$ 16.27
9	\$ 15.60	\$ 16.07	\$ 16.55
10	\$ 15.86	\$ 16.33	\$ 16.82
11	\$ 16.12	\$ 16.60	\$ 17.10
12	\$ 16.37	\$ 16.87	\$ 17.37
13	\$ 16.63	\$ 17.13	\$ 17.65
14	\$ 16.89	\$ 17.40	\$ 17.92
15	\$ 17.17	\$ 17.68	\$ 18.21
16	\$ 17.42	\$ 17.95	\$ 18.49
17	\$ 17.68	\$ 18.21	\$ 18.76
18	\$ 17.94	\$ 18.48	\$ 19.03
19	\$ 18.20	\$ 18.75	\$ 19.31
20	\$ 18.46	\$ 19.01	\$ 19.58

Grade 2			
Step	7/1/2021(3%)	7/1/2022(3%)	7/1/2023(3%)
Start	\$ 13.66	\$ 14.07	\$ 14.49
1	\$ 13.93	\$ 14.35	\$ 14.78
2	\$ 14.21	\$ 14.63	\$ 15.07
3	\$ 14.47	\$ 14.90	\$ 15.35
4	\$ 14.74	\$ 15.18	\$ 15.64
5	\$ 15.01	\$ 15.46	\$ 15.93
6	\$ 15.28	\$ 15.74	\$ 16.21
7	\$ 15.56	\$ 16.02	\$ 16.50
8	\$ 15.82	\$ 16.29	\$ 16.78
9	\$ 16.09	\$ 16.57	\$ 17.07
10	\$ 16.36	\$ 16.85	\$ 17.36
11	\$ 16.63	\$ 17.13	\$ 17.65
12	\$ 16.91	\$ 17.41	\$ 17.94
13	\$ 17.17	\$ 17.68	\$ 18.21
14	\$ 17.44	\$ 17.96	\$ 18.50
15	\$ 17.71	\$ 18.24	\$ 18.79
16	\$ 17.98	\$ 18.52	\$ 19.08
17	\$ 18.26	\$ 18.80	\$ 19.37
18	\$ 18.51	\$ 19.07	\$ 19.64
19	\$ 18.79	\$ 19.35	\$ 19.93
20	\$ 19.06	\$ 19.63	\$ 20.22

Grade 3			
Step	7/1/2021(3%)	7/1/2022(3%)	7/1/2023(3%)
Start	\$ 14.14	\$ 14.56	\$ 15.00
1	\$ 14.41	\$ 14.84	\$ 15.29
2	\$ 14.70	\$ 15.14	\$ 15.59
3	\$ 14.97	\$ 15.42	\$ 15.88
4	\$ 15.24	\$ 15.70	\$ 16.17
5	\$ 15.52	\$ 15.98	\$ 16.46
6	\$ 15.80	\$ 16.28	\$ 16.76
7	\$ 16.07	\$ 16.56	\$ 17.05
8	\$ 16.35	\$ 16.84	\$ 17.34
9	\$ 16.62	\$ 17.12	\$ 17.63
10	\$ 16.91	\$ 17.41	\$ 17.94
11	\$ 17.18	\$ 17.69	\$ 18.22
12	\$ 17.45	\$ 17.98	\$ 18.51
13	\$ 17.72	\$ 18.26	\$ 18.80
14	\$ 18.01	\$ 18.55	\$ 19.11
15	\$ 18.28	\$ 18.83	\$ 19.40
16	\$ 18.56	\$ 19.11	\$ 19.69
17	\$ 18.83	\$ 19.39	\$ 19.98
18	\$ 19.11	\$ 19.69	\$ 20.28
19	\$ 19.39	\$ 19.97	\$ 20.57
20	\$ 19.66	\$ 20.25	\$ 20.86

Grade 4			
Step	7/1/2021(3%)	7/1/2022(3%)	7/1/2023(3%)
Start	\$ 14.57	\$ 15.01	\$ 15.46
1	\$ 14.86	\$ 15.31	\$ 15.77
2	\$ 15.15	\$ 15.60	\$ 16.07
3	\$ 15.43	\$ 15.90	\$ 16.37
4	\$ 15.72	\$ 16.19	\$ 16.68
5	\$ 16.01	\$ 16.49	\$ 16.98
6	\$ 16.29	\$ 16.78	\$ 17.28
7	\$ 16.58	\$ 17.08	\$ 17.59
8	\$ 16.87	\$ 17.37	\$ 17.89
9	\$ 17.15	\$ 17.67	\$ 18.20
10	\$ 17.44	\$ 17.96	\$ 18.50
11	\$ 17.71	\$ 18.24	\$ 18.79
12	\$ 18.00	\$ 18.54	\$ 19.09
13	\$ 18.28	\$ 18.83	\$ 19.40
14	\$ 18.57	\$ 19.13	\$ 19.70
15	\$ 18.86	\$ 19.42	\$ 20.00
16	\$ 19.14	\$ 19.72	\$ 20.31
17	\$ 19.43	\$ 20.01	\$ 20.61
18	\$ 19.71	\$ 20.31	\$ 20.92
19	\$ 20.00	\$ 20.60	\$ 21.22
20	\$ 20.29	\$ 20.90	\$ 21.52

Grade 5			
Step	7/1/2021(3%)	7/1/2022(3%)	7/1/2023(3%)
Start	\$ 15.04	\$ 15.49	\$ 15.95
1	\$ 15.34	\$ 15.80	\$ 16.27
2	\$ 15.62	\$ 16.09	\$ 16.58
3	\$ 15.92	\$ 16.40	\$ 16.89
4	\$ 16.22	\$ 16.71	\$ 17.21
5	\$ 16.51	\$ 17.01	\$ 17.52
6	\$ 16.81	\$ 17.31	\$ 17.83
7	\$ 17.11	\$ 17.62	\$ 18.15
8	\$ 17.40	\$ 17.92	\$ 18.46
9	\$ 17.70	\$ 18.23	\$ 18.77
10	\$ 18.00	\$ 18.54	\$ 19.09
11	\$ 18.28	\$ 18.83	\$ 19.40
12	\$ 18.58	\$ 19.14	\$ 19.71
13	\$ 18.87	\$ 19.44	\$ 20.02
14	\$ 19.17	\$ 19.74	\$ 20.34
15	\$ 19.47	\$ 20.05	\$ 20.65
16	\$ 19.74	\$ 20.33	\$ 20.94
17	\$ 20.06	\$ 20.66	\$ 21.28
18	\$ 20.36	\$ 20.97	\$ 21.60
19	\$ 20.64	\$ 21.26	\$ 21.90
20	\$ 20.94	\$ 21.57	\$ 22.22

Grade 6			
Step	7/1/2021 (3%)	7/1/2022 (3%)	7/1/2023 (3%)
Start	\$ 15.53	\$ 15.99	\$ 16.47
1	\$ 15.83	\$ 16.30	\$ 16.79
2	\$ 16.14	\$ 16.63	\$ 17.13
3	\$ 16.44	\$ 16.94	\$ 17.44
4	\$ 16.74	\$ 17.24	\$ 17.76
5	\$ 17.06	\$ 17.57	\$ 18.09
6	\$ 17.36	\$ 17.88	\$ 18.41
7	\$ 17.66	\$ 18.19	\$ 18.73
8	\$ 17.97	\$ 18.51	\$ 19.06
9	\$ 18.27	\$ 18.82	\$ 19.38
10	\$ 18.58	\$ 19.14	\$ 19.71
11	\$ 18.88	\$ 19.45	\$ 20.03
12	\$ 19.18	\$ 19.76	\$ 20.35
13	\$ 19.50	\$ 20.08	\$ 20.68
14	\$ 19.80	\$ 20.39	\$ 21.00
15	\$ 20.10	\$ 20.70	\$ 21.32
16	\$ 20.41	\$ 21.02	\$ 21.65
17	\$ 20.71	\$ 21.33	\$ 21.97
18	\$ 21.01	\$ 21.64	\$ 22.29
19	\$ 21.32	\$ 21.96	\$ 22.62
20	\$ 21.62	\$ 22.27	\$ 22.94

Grade 7			
Step	7/1/2021 (3%)	7/1/2022 (3%)	7/1/2023 (3%)
Start	\$ 16.02	\$ 16.50	\$ 17.00
1	\$ 16.33	\$ 16.82	\$ 17.33
2	\$ 16.65	\$ 17.15	\$ 17.66
3	\$ 16.96	\$ 17.47	\$ 17.99
4	\$ 17.27	\$ 17.79	\$ 18.33
5	\$ 17.60	\$ 18.13	\$ 18.67
6	\$ 17.92	\$ 18.45	\$ 19.01
7	\$ 18.23	\$ 18.78	\$ 19.34
8	\$ 18.54	\$ 19.10	\$ 19.67
9	\$ 18.86	\$ 19.42	\$ 20.00
10	\$ 19.17	\$ 19.74	\$ 20.34
11	\$ 19.48	\$ 20.07	\$ 20.67
12	\$ 19.80	\$ 20.39	\$ 21.00
13	\$ 20.11	\$ 20.71	\$ 21.33
14	\$ 20.42	\$ 21.04	\$ 21.67
15	\$ 20.75	\$ 21.37	\$ 22.01
16	\$ 21.06	\$ 21.70	\$ 22.35
17	\$ 21.38	\$ 22.02	\$ 22.68
18	\$ 21.69	\$ 22.34	\$ 23.01
19	\$ 22.01	\$ 22.67	\$ 23.35
20	\$ 22.32	\$ 22.99	\$ 23.68

Grade 8			
Step	7/1/2021 (3%)	7/1/2022 (3%)	7/1/2023 (3%)
Start	\$ 16.54	\$ 17.03	\$ 17.55
1	\$ 16.87	\$ 17.37	\$ 17.89
2	\$ 17.19	\$ 17.71	\$ 18.24
3	\$ 17.51	\$ 18.03	\$ 18.57
4	\$ 17.83	\$ 18.37	\$ 18.92
5	\$ 18.16	\$ 18.71	\$ 19.27
6	\$ 18.49	\$ 19.04	\$ 19.61
7	\$ 18.81	\$ 19.38	\$ 19.96
8	\$ 19.13	\$ 19.70	\$ 20.29
9	\$ 19.46	\$ 20.04	\$ 20.64
10	\$ 19.78	\$ 20.38	\$ 20.99
11	\$ 20.11	\$ 20.71	\$ 21.33
12	\$ 20.44	\$ 21.05	\$ 21.68
13	\$ 20.75	\$ 21.37	\$ 22.01
14	\$ 21.08	\$ 21.71	\$ 22.36
15	\$ 21.41	\$ 22.05	\$ 22.71
16	\$ 21.73	\$ 22.38	\$ 23.06
17	\$ 22.06	\$ 22.72	\$ 23.40
18	\$ 22.37	\$ 23.04	\$ 23.74
19	\$ 22.70	\$ 23.38	\$ 24.08
20	\$ 23.03	\$ 23.72	\$ 24.43

Grade 9			
Step	7/1/2021 (3%)	7/1/2022 (3%)	7/1/2023 (3%)
Start	\$ 17.07	\$ 17.58	\$ 18.11
1	\$ 17.41	\$ 17.93	\$ 18.47
2	\$ 17.74	\$ 18.27	\$ 18.82
3	\$ 18.08	\$ 18.62	\$ 19.18
4	\$ 18.41	\$ 18.96	\$ 19.53
5	\$ 18.75	\$ 19.31	\$ 19.89
6	\$ 19.07	\$ 19.65	\$ 20.24
7	\$ 19.41	\$ 20.00	\$ 20.60
8	\$ 19.74	\$ 20.33	\$ 20.94
9	\$ 20.08	\$ 20.69	\$ 21.31
10	\$ 20.41	\$ 21.02	\$ 21.65
11	\$ 20.75	\$ 21.37	\$ 22.01
12	\$ 21.08	\$ 21.71	\$ 22.36
13	\$ 21.42	\$ 22.06	\$ 22.72
14	\$ 21.75	\$ 22.40	\$ 23.07
15	\$ 22.09	\$ 22.75	\$ 23.43
16	\$ 22.41	\$ 23.09	\$ 23.78
17	\$ 22.76	\$ 23.44	\$ 24.14
18	\$ 23.08	\$ 23.77	\$ 24.49
19	\$ 23.42	\$ 24.13	\$ 24.85
20	\$ 23.75	\$ 24.46	\$ 25.20

Grade 10			
Step	7/1/2021 (3%)	7/1/2022 (3%)	7/1/2023 (3%)
Start	\$ 17.62	\$ 18.14	\$ 18.69
1	\$ 17.96	\$ 18.49	\$ 19.05
2	\$ 18.31	\$ 18.86	\$ 19.43
3	\$ 18.65	\$ 19.21	\$ 19.79
4	\$ 18.99	\$ 19.56	\$ 20.15
5	\$ 19.35	\$ 19.93	\$ 20.52
6	\$ 19.69	\$ 20.28	\$ 20.89
7	\$ 20.03	\$ 20.63	\$ 21.25
8	\$ 20.38	\$ 20.99	\$ 21.62
9	\$ 20.72	\$ 21.35	\$ 21.99
10	\$ 21.08	\$ 21.71	\$ 22.36
11	\$ 21.42	\$ 22.06	\$ 22.72
12	\$ 21.76	\$ 22.41	\$ 23.08
13	\$ 22.11	\$ 22.78	\$ 23.46
14	\$ 22.46	\$ 23.13	\$ 23.82
15	\$ 22.80	\$ 23.48	\$ 24.18
16	\$ 23.15	\$ 23.84	\$ 24.56
17	\$ 23.49	\$ 24.20	\$ 24.92
18	\$ 23.83	\$ 24.55	\$ 25.28
19	\$ 24.19	\$ 24.91	\$ 25.66
20	\$ 24.53	\$ 25.26	\$ 26.02

Grade 11			
Step	7/1/2021 (3%)	7/1/2022 (3%)	7/1/2023 (3%)
Start	\$ 18.16	\$ 18.71	\$ 19.27
1	\$ 18.51	\$ 19.07	\$ 19.64
2	\$ 18.87	\$ 19.44	\$ 20.02
3	\$ 19.22	\$ 19.80	\$ 20.39
4	\$ 19.59	\$ 20.18	\$ 20.79
5	\$ 19.95	\$ 20.54	\$ 21.16
6	\$ 20.30	\$ 20.91	\$ 21.54
7	\$ 20.66	\$ 21.28	\$ 21.91
8	\$ 21.01	\$ 21.64	\$ 22.29
9	\$ 21.36	\$ 22.01	\$ 22.67
10	\$ 21.73	\$ 22.38	\$ 23.06
11	\$ 22.09	\$ 22.75	\$ 23.43
12	\$ 22.44	\$ 23.11	\$ 23.81
13	\$ 22.80	\$ 23.48	\$ 24.18
14	\$ 23.15	\$ 23.84	\$ 24.56
15	\$ 23.50	\$ 24.21	\$ 24.94
16	\$ 23.86	\$ 24.58	\$ 25.31
17	\$ 24.23	\$ 24.95	\$ 25.70
18	\$ 24.58	\$ 25.32	\$ 26.08
19	\$ 24.94	\$ 25.68	\$ 26.46
20	\$ 25.29	\$ 26.05	\$ 26.83
Grade 12			
Step	7/1/2021 (3%)	7/1/2022 (3%)	7/1/2023 (3%)
Start	\$ 18.76	\$ 19.32	\$ 19.90
1	\$ 19.13	\$ 19.70	\$ 20.29
2	\$ 19.50	\$ 20.08	\$ 20.68
3	\$ 19.86	\$ 20.46	\$ 21.07
4	\$ 20.23	\$ 20.84	\$ 21.46
5	\$ 20.60	\$ 21.22	\$ 21.86
6	\$ 20.97	\$ 21.60	\$ 22.25
7	\$ 21.34	\$ 21.98	\$ 22.64
8	\$ 21.71	\$ 22.36	\$ 23.03
9	\$ 22.07	\$ 22.74	\$ 23.42
10	\$ 22.44	\$ 23.11	\$ 23.81
11	\$ 22.80	\$ 23.48	\$ 24.18
12	\$ 23.16	\$ 23.86	\$ 24.57
13	\$ 23.53	\$ 24.24	\$ 24.97
14	\$ 23.90	\$ 24.62	\$ 25.36
15	\$ 24.27	\$ 25.00	\$ 25.75
16	\$ 24.64	\$ 25.38	\$ 26.14
17	\$ 25.03	\$ 25.78	\$ 26.56
18	\$ 25.37	\$ 26.13	\$ 26.92
19	\$ 25.74	\$ 26.51	\$ 27.31
20	\$ 26.11	\$ 26.89	\$ 27.70

Grade 13			
Step	7/1/2021 (3%)	7/1/2022 (3%)	7/1/2023 (3%)
Start	\$ 19.36	\$ 19.94	\$ 20.54
1	\$ 19.74	\$ 20.33	\$ 20.94
2	\$ 20.12	\$ 20.73	\$ 21.35
3	\$ 20.49	\$ 21.11	\$ 21.74
4	\$ 20.87	\$ 21.50	\$ 22.14
5	\$ 21.26	\$ 21.89	\$ 22.55
6	\$ 21.64	\$ 22.29	\$ 22.95
7	\$ 22.02	\$ 22.68	\$ 23.36
8	\$ 22.39	\$ 23.06	\$ 23.75
9	\$ 22.77	\$ 23.45	\$ 24.16
10	\$ 23.15	\$ 23.84	\$ 24.56
11	\$ 23.53	\$ 24.24	\$ 24.97
12	\$ 23.91	\$ 24.63	\$ 25.37
13	\$ 24.28	\$ 25.01	\$ 25.76
14	\$ 24.66	\$ 25.40	\$ 26.17
15	\$ 25.05	\$ 25.80	\$ 26.57
16	\$ 25.43	\$ 26.19	\$ 26.98
17	\$ 25.81	\$ 26.58	\$ 27.38
18	\$ 26.18	\$ 26.96	\$ 27.77
19	\$ 26.56	\$ 27.36	\$ 28.18
20	\$ 26.94	\$ 27.75	\$ 28.58

Grade 14			
Step	7/1/2021 (3%)	7/1/2022 (3%)	7/1/2023 (3%)
Start	\$ 19.97	\$ 20.57	\$ 21.19
1	\$ 20.37	\$ 20.98	\$ 21.61
2	\$ 20.75	\$ 21.37	\$ 22.01
3	\$ 21.15	\$ 21.78	\$ 22.43
4	\$ 21.54	\$ 22.19	\$ 22.85
5	\$ 21.94	\$ 22.60	\$ 23.27
6	\$ 22.32	\$ 22.99	\$ 23.68
7	\$ 23.16	\$ 23.86	\$ 24.57
8	\$ 23.11	\$ 23.80	\$ 24.52
9	\$ 23.49	\$ 24.20	\$ 24.92
10	\$ 23.89	\$ 24.60	\$ 25.34
11	\$ 24.28	\$ 25.01	\$ 25.76
12	\$ 24.66	\$ 25.40	\$ 26.17
13	\$ 25.06	\$ 25.81	\$ 26.59
14	\$ 25.45	\$ 26.22	\$ 27.00
15	\$ 25.85	\$ 26.63	\$ 27.42
16	\$ 26.23	\$ 27.02	\$ 27.83
17	\$ 26.63	\$ 27.43	\$ 28.25
18	\$ 27.02	\$ 27.83	\$ 28.67
19	\$ 27.40	\$ 28.23	\$ 29.07
20	\$ 27.80	\$ 28.63	\$ 29.49

Grade 15			
Step	7/1/2021 (3%)	7/1/2022 (3%)	7/1/23 (3%)
Start	\$ 20.61	\$ 21.23	\$ 21.87
1	\$ 21.02	\$ 21.65	\$ 22.30
2	\$ 21.42	\$ 22.06	\$ 22.72
3	\$ 21.83	\$ 22.48	\$ 23.16
4	\$ 22.24	\$ 22.90	\$ 23.59
5	\$ 22.63	\$ 23.31	\$ 24.01
6	\$ 23.04	\$ 23.73	\$ 24.44
7	\$ 23.45	\$ 24.15	\$ 24.88
8	\$ 23.85	\$ 24.56	\$ 25.30
9	\$ 24.25	\$ 24.98	\$ 25.73
10	\$ 24.66	\$ 25.40	\$ 26.17
11	\$ 25.06	\$ 25.81	\$ 26.59
12	\$ 25.47	\$ 26.23	\$ 27.02
13	\$ 25.86	\$ 26.64	\$ 27.44
14	\$ 26.27	\$ 27.06	\$ 27.87
15	\$ 26.68	\$ 27.48	\$ 28.31
16	\$ 27.08	\$ 27.89	\$ 28.73
17	\$ 27.49	\$ 28.31	\$ 29.16
18	\$ 27.90	\$ 28.73	\$ 29.59
19	\$ 28.29	\$ 29.14	\$ 30.01
20	\$ 28.70	\$ 29.56	\$ 30.45

Grade 16			
Step	7/1/2021 (3%)	7/1/2022 (3%)	7/1/2023 (3%)
Start	\$ 21.28	\$ 21.92	\$ 22.58
1	\$ 21.71	\$ 22.36	\$ 23.03
2	\$ 22.11	\$ 22.78	\$ 23.46
3	\$ 22.54	\$ 23.21	\$ 23.91
4	\$ 22.95	\$ 23.63	\$ 24.34
5	\$ 23.37	\$ 24.07	\$ 24.79
6	\$ 23.78	\$ 24.49	\$ 25.23
7	\$ 24.20	\$ 24.93	\$ 25.67
8	\$ 24.61	\$ 25.35	\$ 26.11
9	\$ 25.03	\$ 25.78	\$ 26.56
10	\$ 25.45	\$ 26.22	\$ 27.00
11	\$ 25.86	\$ 26.64	\$ 27.44
12	\$ 26.29	\$ 27.07	\$ 27.89
13	\$ 26.70	\$ 27.50	\$ 28.32
14	\$ 27.12	\$ 27.93	\$ 28.77
15	\$ 27.53	\$ 28.35	\$ 29.20
16	\$ 27.95	\$ 28.79	\$ 29.65
17	\$ 28.36	\$ 29.21	\$ 30.09
18	\$ 28.78	\$ 29.64	\$ 30.53
19	\$ 29.19	\$ 30.07	\$ 30.97
20	\$ 29.61	\$ 30.50	\$ 31.42

Grade 17			
Step	7/1/2021 (3%)	7/1/2022 (3%)	7/1/2023 (3%)
Start	\$ 21.98	\$ 22.64	\$ 23.32
1	\$ 22.40	\$ 23.07	\$ 23.76
2	\$ 22.84	\$ 23.52	\$ 24.23
3	\$ 23.26	\$ 23.96	\$ 24.68
4	\$ 23.70	\$ 24.41	\$ 25.14
5	\$ 24.12	\$ 24.84	\$ 25.59
6	\$ 24.55	\$ 25.29	\$ 26.05
7	\$ 24.98	\$ 25.73	\$ 26.50
8	\$ 25.41	\$ 26.18	\$ 26.96
9	\$ 25.84	\$ 26.61	\$ 27.41
10	\$ 26.27	\$ 27.06	\$ 27.87
11	\$ 26.70	\$ 27.50	\$ 28.32
12	\$ 27.12	\$ 27.93	\$ 28.77
13	\$ 27.55	\$ 28.38	\$ 29.23
14	\$ 27.98	\$ 28.82	\$ 29.68
15	\$ 28.41	\$ 29.27	\$ 30.14
16	\$ 28.84	\$ 29.70	\$ 30.59
17	\$ 29.27	\$ 30.15	\$ 31.05
18	\$ 29.69	\$ 30.59	\$ 31.50
19	\$ 30.13	\$ 31.03	\$ 31.97
20	\$ 30.55	\$ 31.47	\$ 32.41

Grade 18			
Step	7/1/2021 (3%)	7/1/2022 (3%)	7/1/2023 (3%)
Start	\$ 22.70	\$ 23.38	\$ 24.08
1	\$ 23.14	\$ 23.83	\$ 24.55
2	\$ 23.59	\$ 24.29	\$ 25.02
3	\$ 24.02	\$ 24.74	\$ 25.49
4	\$ 24.46	\$ 25.19	\$ 25.95
5	\$ 24.91	\$ 25.66	\$ 26.43
6	\$ 25.35	\$ 26.11	\$ 26.89
7	\$ 25.78	\$ 26.56	\$ 27.35
8	\$ 26.23	\$ 27.02	\$ 27.83
9	\$ 26.67	\$ 27.47	\$ 28.29
10	\$ 27.12	\$ 27.93	\$ 28.77
11	\$ 27.55	\$ 28.38	\$ 29.23
12	\$ 27.99	\$ 28.83	\$ 29.70
13	\$ 28.44	\$ 29.29	\$ 30.17
14	\$ 28.88	\$ 29.74	\$ 30.64
15	\$ 29.31	\$ 30.19	\$ 31.10
16	\$ 29.76	\$ 30.66	\$ 31.58
17	\$ 30.20	\$ 31.11	\$ 32.04
18	\$ 30.64	\$ 31.55	\$ 32.50
19	\$ 31.09	\$ 32.02	\$ 32.98
20	\$ 31.52	\$ 32.47	\$ 33.44

Grade 19			
Step	7/1/2021 (3%)	7/1/2022 (3%)	7/1/2023 (3%)
Start	\$ 23.45	\$ 24.15	\$ 24.88
1	\$ 23.90	\$ 24.62	\$ 25.36
2	\$ 24.36	\$ 25.09	\$ 25.85
3	\$ 24.81	\$ 25.56	\$ 26.32
4	\$ 25.26	\$ 26.02	\$ 26.80
5	\$ 25.71	\$ 26.49	\$ 27.28
6	\$ 26.18	\$ 26.96	\$ 27.77
7	\$ 26.63	\$ 27.43	\$ 28.25
8	\$ 27.08	\$ 27.89	\$ 28.73
9	\$ 27.53	\$ 28.35	\$ 29.20
10	\$ 27.99	\$ 28.83	\$ 29.70
11	\$ 28.44	\$ 29.29	\$ 30.17
12	\$ 28.89	\$ 29.76	\$ 30.65
13	\$ 29.34	\$ 30.22	\$ 31.13
14	\$ 29.80	\$ 30.70	\$ 31.62
15	\$ 30.25	\$ 31.16	\$ 32.10
16	\$ 30.70	\$ 31.62	\$ 32.57
17	\$ 31.15	\$ 32.09	\$ 33.05
18	\$ 31.62	\$ 32.57	\$ 33.54
19	\$ 32.07	\$ 33.03	\$ 34.02
20	\$ 32.52	\$ 33.49	\$ 34.50

Grade 20			
Step	7/1/2021 (3%)	7/1/2022 (3%)	7/1/2023 (3%)
Start	\$ 24.23	\$ 24.95	\$ 25.70
1	\$ 24.69	\$ 25.43	\$ 26.19
2	\$ 25.15	\$ 25.91	\$ 26.69
3	\$ 25.62	\$ 26.39	\$ 27.18
4	\$ 26.10	\$ 26.88	\$ 27.68
5	\$ 26.56	\$ 27.36	\$ 28.18
6	\$ 27.02	\$ 27.83	\$ 28.67
7	\$ 27.49	\$ 28.31	\$ 29.16
8	\$ 27.94	\$ 28.77	\$ 29.64
9	\$ 28.41	\$ 29.27	\$ 30.14
10	\$ 28.89	\$ 29.76	\$ 30.65
11	\$ 29.35	\$ 30.23	\$ 31.14
12	\$ 29.82	\$ 30.71	\$ 31.63
13	\$ 30.28	\$ 31.19	\$ 32.13
14	\$ 30.74	\$ 31.67	\$ 32.62
15	\$ 31.21	\$ 32.14	\$ 33.11
16	\$ 31.67	\$ 32.62	\$ 33.60
17	\$ 32.15	\$ 33.11	\$ 34.11
18	\$ 32.61	\$ 33.59	\$ 34.60
19	\$ 33.12	\$ 34.11	\$ 35.13
20	\$ 33.54	\$ 34.55	\$ 35.58

APPENDIX E – BOC SCALE

HPAE Job Codes and Scales

408	SR. FINANCIAL ANALYST	Business Office Clerical	Professional	9
617	SR. PATIENT ACCOUNT REP.	Business Office Clerical	Clerical	12
407	SR. SYSTEMS ANALYST	Business Office Clerical	Professional	9
68	SUPPORT TECHNICIAN LEVEL 1	Business Office Clerical	Technical	9
74	SUPPORT TECHNICIAN LEVEL II	Business Office Clerical	Professional	9
548	SWITCHBOARD OPERATOR	Business Office Clerical	Clerical	3
401	SYSTEMS ANALYST	Business Office Clerical	Technical	9

338	OFFICE ASSISTANT	Service	Service	5
507	OR SECRETARY/SCHEDULER	Service	Service	9
352	OUT PATIENT CODER	Service	Service	11
505	P.A.T. TECHNICIAN	Service	Technical	5
553	P/D MED. TRANSC.	Service	Service	11
365	P/D PATIENT CARE PARTNER	Service	Service	5
261	PATIENT CARE PARTNER	Service	Service	5
264	PCP II	Service	Service	6
351	PER DIEM PCP II	Service	Service	6
327	PHARMACY BUSINESS COORDINATOR	Service	Service	14
504	PHARMACY SECRETARY	Service	Service	10
329	PHARMACY TECHNICIAN	Service	Technical	4
335	PHYSICAL THERAPY AIDE	Service	Service	4
917	POT WASHER	Service	Service	2
542	RECEPTIONIST	Service	Service	2
610	REGISTRATION CLERK	Service	Service	4
384	RELEASE OF INFORMATION CLERK	Service	Service	4
247	RENAL TECHNICIAN	Service	Technical	3
531	S.P.D./CLERK 1	Service	Service	4
268	SCHEDULING COORDINATOR	Service	Service	10
248	SCOPE TECHNICIAN	Service	Technical	2
342	SDS ASSISTANT II	Service	Service	5
355	SDS/ENDO CONTROL DESK CLERK	Service	Service	7
500	SECRETARY	Service	Service	9
510	SECRETARY/TRANS.	Service	Service	11
528	SPD CLERK 2	Service	Service	5
514	SR. DEPARTMENT SECRETARY	Service	Service	11
102	STAFFING COORDINATOR	Service	Service	9
123	STAFFING COORDINATOR/SECRETARY	Service	Service	9
513	TRANSCRIPTION CLERK	Service	Service	4
349	TRANSPORT/ORDERLY	Service	Service	2
233	TRANSPORTER	Service	Service	2
225	U.S./ADMISSION FACILITATOR	Service	Service	6
230	UNIT SECRETARY	Service	Service	6

Grade 9 - Professional			
Step	7/1/2021 (3%)	7/1/2022 (3%)	7/1/2023 (3%)
Start	\$ 28.93	\$ 29.80	\$ 30.69
1	\$ 29.53	\$ 30.42	\$ 31.33
2	\$ 30.12	\$ 31.02	\$ 31.95
3	\$ 30.72	\$ 31.64	\$ 32.59
4	\$ 31.30	\$ 32.24	\$ 33.21
5	\$ 31.90	\$ 32.86	\$ 33.85
6	\$ 32.49	\$ 33.46	\$ 34.47
7	\$ 33.09	\$ 34.08	\$ 35.10
8	\$ 33.68	\$ 34.69	\$ 35.73
9	\$ 34.28	\$ 35.30	\$ 36.36
10	\$ 34.88	\$ 35.92	\$ 37.00
11	\$ 35.46	\$ 36.53	\$ 37.62
12	\$ 36.06	\$ 37.14	\$ 38.26
13	\$ 36.65	\$ 37.75	\$ 38.88
14	\$ 37.25	\$ 38.37	\$ 39.52
15	\$ 37.83	\$ 38.97	\$ 40.14
16	\$ 38.43	\$ 39.59	\$ 40.77
17	\$ 39.02	\$ 40.19	\$ 41.40
18	\$ 39.62	\$ 40.81	\$ 42.03
19	\$ 40.21	\$ 41.41	\$ 42.66
20	\$ 40.81	\$ 42.03	\$ 43.29

Grade 3-Technical			
Step	7/1/2021(3%)	7/1/2022 (3%)	7/1/2023 (3%)
Start	\$ 17.52	\$ 18.05	\$ 18.59
1	\$ 17.86	\$ 18.40	\$ 18.95
2	\$ 18.21	\$ 18.76	\$ 19.32
3	\$ 18.56	\$ 19.11	\$ 19.69
4	\$ 18.90	\$ 19.46	\$ 20.05
5	\$ 19.25	\$ 19.83	\$ 20.42
6	\$ 19.59	\$ 20.18	\$ 20.79
7	\$ 19.93	\$ 20.53	\$ 21.15
8	\$ 20.27	\$ 20.88	\$ 21.51
9	\$ 20.63	\$ 21.25	\$ 21.88
10	\$ 20.97	\$ 21.60	\$ 22.25
11	\$ 21.31	\$ 21.95	\$ 22.61
12	\$ 21.66	\$ 22.31	\$ 22.98
13	\$ 22.01	\$ 22.67	\$ 23.35
14	\$ 22.35	\$ 23.02	\$ 23.71
15	\$ 22.70	\$ 23.38	\$ 24.08
16	\$ 23.04	\$ 23.73	\$ 24.44
17	\$ 23.38	\$ 24.08	\$ 24.81
18	\$ 23.72	\$ 24.43	\$ 25.17
19	\$ 24.08	\$ 24.80	\$ 25.54
20	\$ 24.10	\$ 24.82	\$ 25.57

Grade 9-Technical			
Step	7/1/2021 (3%)	7/1/2022 (3%)	7/1/2023 (3%)
Start	\$ 24.88	\$ 25.63	\$ 26.40
1	\$ 25.37	\$ 26.13	\$ 26.92
2	\$ 25.86	\$ 26.64	\$ 27.44
3	\$ 26.34	\$ 27.13	\$ 27.94
4	\$ 26.83	\$ 27.64	\$ 28.47
5	\$ 27.32	\$ 28.14	\$ 28.99
6	\$ 27.81	\$ 28.65	\$ 29.51
7	\$ 28.29	\$ 29.14	\$ 30.01
8	\$ 28.78	\$ 29.64	\$ 30.53
9	\$ 29.27	\$ 30.15	\$ 31.05
10	\$ 29.76	\$ 30.66	\$ 31.58
11	\$ 30.24	\$ 31.15	\$ 32.08
12	\$ 30.73	\$ 31.65	\$ 32.60
13	\$ 31.22	\$ 32.16	\$ 33.12
14	\$ 31.71	\$ 32.66	\$ 33.64
15	\$ 32.19	\$ 33.16	\$ 34.15
16	\$ 32.68	\$ 33.66	\$ 34.67
17	\$ 33.17	\$ 34.17	\$ 35.19
18	\$ 33.66	\$ 34.67	\$ 35.71
19	\$ 34.14	\$ 35.16	\$ 36.22
20	\$ 34.63	\$ 35.67	\$ 36.74

Grade 3 - Service			
Step	7/1/2021 (3%)	7/1/2022 (3%)	7/1/2023 (3%)
Start	\$ 14.14	\$ 14.56	\$ 15.00
1	\$ 14.41	\$ 14.84	\$ 15.29
2	\$ 14.70	\$ 15.14	\$ 15.59
3	\$ 14.97	\$ 15.42	\$ 15.88
4	\$ 15.24	\$ 15.70	\$ 16.17
5	\$ 15.52	\$ 15.98	\$ 16.46
6	\$ 15.80	\$ 16.28	\$ 16.76
7	\$ 16.07	\$ 16.56	\$ 17.05
8	\$ 16.35	\$ 16.84	\$ 17.34
9	\$ 16.62	\$ 17.12	\$ 17.63
10	\$ 16.91	\$ 17.41	\$ 17.94
11	\$ 17.18	\$ 17.69	\$ 18.22
12	\$ 17.45	\$ 17.98	\$ 18.51
13	\$ 17.72	\$ 18.26	\$ 18.80
14	\$ 18.01	\$ 18.55	\$ 19.11
15	\$ 18.28	\$ 18.83	\$ 19.40
16	\$ 18.56	\$ 19.11	\$ 19.69
17	\$ 18.83	\$ 19.39	\$ 19.98
18	\$ 19.11	\$ 19.69	\$ 20.28
19	\$ 19.39	\$ 19.97	\$ 20.57
20	\$ 19.66	\$ 20.25	\$ 20.86

Grade 4 - Service			
Step	7/1/2021 (3%)	7/1/2022 (3%)	7/1/2023 (3%)
Start	\$ 14.57	\$ 15.01	\$ 15.46
1	\$ 14.86	\$ 15.31	\$ 15.77
2	\$ 15.15	\$ 15.60	\$ 16.07
3	\$ 15.43	\$ 15.90	\$ 16.37
4	\$ 15.72	\$ 16.19	\$ 16.68
5	\$ 16.01	\$ 16.49	\$ 16.98
6	\$ 16.29	\$ 16.78	\$ 17.28
7	\$ 16.58	\$ 17.08	\$ 17.59
8	\$ 16.87	\$ 17.37	\$ 17.89
9	\$ 17.15	\$ 17.67	\$ 18.20
10	\$ 17.44	\$ 17.96	\$ 18.50
11	\$ 17.71	\$ 18.24	\$ 18.79
12	\$ 18.00	\$ 18.54	\$ 19.09
13	\$ 18.28	\$ 18.83	\$ 19.40
14	\$ 18.57	\$ 19.13	\$ 19.70
15	\$ 18.86	\$ 19.42	\$ 20.00
16	\$ 19.14	\$ 19.72	\$ 20.31
17	\$ 19.43	\$ 20.01	\$ 20.61
18	\$ 19.71	\$ 20.31	\$ 20.92
19	\$ 20.00	\$ 20.60	\$ 21.22
20	\$ 20.29	\$ 20.90	\$ 21.52

Grade 8 - Service			
Step	7/1/2021 (3%)	7/1/2022 (3%)	7/1/2023 (3%)
Start	\$ 16.54	\$ 17.03	\$ 17.55
1	\$ 16.87	\$ 17.37	\$ 17.89
2	\$ 17.19	\$ 17.71	\$ 18.24
3	\$ 17.51	\$ 18.03	\$ 18.57
4	\$ 17.83	\$ 18.37	\$ 18.92
5	\$ 18.16	\$ 18.71	\$ 19.27
6	\$ 18.49	\$ 19.04	\$ 19.61
7	\$ 18.81	\$ 19.38	\$ 19.96
8	\$ 19.13	\$ 19.70	\$ 20.29
9	\$ 19.46	\$ 20.04	\$ 20.64
10	\$ 19.78	\$ 20.38	\$ 20.99
11	\$ 20.11	\$ 20.71	\$ 21.33
12	\$ 20.44	\$ 21.05	\$ 21.68
13	\$ 20.75	\$ 21.37	\$ 22.01
14	\$ 21.08	\$ 21.71	\$ 22.36
15	\$ 21.41	\$ 22.05	\$ 22.71
16	\$ 21.73	\$ 22.38	\$ 23.06
17	\$ 22.06	\$ 22.72	\$ 23.40
18	\$ 22.37	\$ 23.04	\$ 23.74
19	\$ 22.70	\$ 23.38	\$ 24.08
20	\$ 23.03	\$ 23.72	\$ 24.43

Grade 9 - Service			
Step	7/1/2021 (3%)	7/1/2022 (3%)	7/1/2023 (3%)
Start	\$ 17.07	\$ 17.58	\$ 18.11
1	\$ 17.41	\$ 17.93	\$ 18.47
2	\$ 17.74	\$ 18.27	\$ 18.82
3	\$ 18.08	\$ 18.62	\$ 19.18
4	\$ 18.41	\$ 18.96	\$ 19.53
5	\$ 18.75	\$ 19.31	\$ 19.89
6	\$ 19.07	\$ 19.65	\$ 20.24
7	\$ 19.41	\$ 20.00	\$ 20.60
8	\$ 19.74	\$ 20.33	\$ 20.94
9	\$ 20.08	\$ 20.69	\$ 21.31
10	\$ 20.41	\$ 21.02	\$ 21.65
11	\$ 20.75	\$ 21.37	\$ 22.01
12	\$ 21.08	\$ 21.71	\$ 22.36
13	\$ 21.42	\$ 22.06	\$ 22.72
14	\$ 21.75	\$ 22.40	\$ 23.07
15	\$ 22.09	\$ 22.75	\$ 23.43
16	\$ 22.41	\$ 23.09	\$ 23.78
17	\$ 22.76	\$ 23.44	\$ 24.14
18	\$ 23.08	\$ 23.77	\$ 24.49
19	\$ 23.42	\$ 24.13	\$ 24.85
20	\$ 23.75	\$ 24.46	\$ 25.20

Grade 12 - Service			
Step	7/1/2021 (3%)	7/1/2022 (3%)	7/1/2023 (3%)
Start	\$ 18.76	\$ 19.32	\$ 19.90
1	\$ 19.13	\$ 19.70	\$ 20.29
2	\$ 19.50	\$ 20.08	\$ 20.68
3	\$ 19.86	\$ 20.46	\$ 21.07
4	\$ 20.23	\$ 20.84	\$ 21.46
5	\$ 20.60	\$ 21.22	\$ 21.86
6	\$ 20.97	\$ 21.60	\$ 22.25
7	\$ 21.34	\$ 21.98	\$ 22.64
8	\$ 21.71	\$ 22.36	\$ 23.03
9	\$ 22.07	\$ 22.74	\$ 23.42
10	\$ 22.44	\$ 23.11	\$ 23.81
11	\$ 22.80	\$ 23.48	\$ 24.18
12	\$ 23.16	\$ 23.86	\$ 24.57
13	\$ 23.53	\$ 24.24	\$ 24.97
14	\$ 23.90	\$ 24.62	\$ 25.36
15	\$ 24.27	\$ 25.00	\$ 25.75
16	\$ 24.64	\$ 25.38	\$ 26.14
17	\$ 25.03	\$ 25.78	\$ 26.56
18	\$ 25.37	\$ 26.13	\$ 26.92
19	\$ 25.74	\$ 26.51	\$ 27.31
20	\$ 26.11	\$ 26.89	\$ 27.70

Grade 13 - Service			
Step	7/1/2021 (3%)	7/1/2022 (3%)	7/1/2023 (3%)
Start	\$ 19.36	\$ 19.94	\$ 20.54
1	\$ 19.74	\$ 20.33	\$ 20.94
2	\$ 20.12	\$ 20.73	\$ 21.35
3	\$ 20.49	\$ 21.11	\$ 21.74
4	\$ 20.87	\$ 21.50	\$ 22.14
5	\$ 21.26	\$ 21.89	\$ 22.55
6	\$ 21.64	\$ 22.29	\$ 22.95
7	\$ 22.02	\$ 22.68	\$ 23.36
8	\$ 22.39	\$ 23.06	\$ 23.75
9	\$ 22.77	\$ 23.45	\$ 24.16
10	\$ 23.15	\$ 23.84	\$ 24.56
11	\$ 23.53	\$ 24.24	\$ 24.97
12	\$ 23.91	\$ 24.63	\$ 25.37
13	\$ 24.28	\$ 25.01	\$ 25.76
14	\$ 24.66	\$ 25.40	\$ 26.17
15	\$ 25.05	\$ 25.80	\$ 26.57
16	\$ 25.43	\$ 26.19	\$ 26.98
17	\$ 25.81	\$ 26.58	\$ 27.38
18	\$ 26.18	\$ 26.96	\$ 27.77
19	\$ 26.56	\$ 27.36	\$ 28.18
20	\$ 26.94	\$ 27.75	\$ 28.58

APPENDIX F - PER DIEM RATES OF PAY

PROFESSIONAL, TECHNICAL, SERVICE JOB AND BOC TITLES:

If the Per Diem fails to meet the weekend requirement, he/she will be placed in the “no weekend requirement” program.

<5 yrs experience 0 step + 30% weekday
 <5 yrs experience 0 step + 40% weekend day worked

>5 yrs experience max step weekday
 >5 yrs experience max step + 10 % weekend day worked

Title:	Weekend Requirement	Current Rate	07/01/21* (3.14%)	07/01/22* (3.14%)	07/01/23* (3.14%)
Per Diem RN I	No weekend requirement	\$49.47	\$51.02336	\$52.62549	\$54.27793
Per Diem RN II	4 shifts/4 week schedule	\$73.61	\$75.92135	\$78.30528	\$80.76407
LPN - Weekdays	No weekend requirement	\$35.00	\$ 36.099	\$ 37.23251	\$ 38.40161
LPN - Weekends	4 shifts/ 4 week schedule	\$42.24	\$ 43.56634	\$ 44.93432	\$ 46.34526

* Effective at the beginning of the first complete pay period in July of each year.

Approved Certifications

Certification Specialty	Organization
Clinical Specialist in Community Health Nursing	ANA (American Nursing Association)
Clinical Specialist in Gerontological Nursing	ANA
General Nursing Practice	ANA
Community Health Nurse	ANA
Adult Nurse Practitioner	ANA
Family Nurse Practitioner	ANA
Gerontological Nurse	ANA
Gerontological Nurse Practitioner	ANA
Pediatric Nurse	ANA
Maternal Child Nurse	ANA
High Risk Perinatal Nurse	ANA
Perinatal Nurse Practitioner	ANA
Medical-Surgical Nurse	ANA
Clinical Specialist in Medical-Surgical Nursing	ANA
Psychiatric and Mental Health Nurse	ANA
Clinical Specialist in Adult Psych & Mental Health Nursing	ANA
Clinical Specialist in Child & Adolescent Psych & Mental Health Nursing	ANA
Nursing Administration	ANA
Nursing Administration, Advanced	ANA
Critical Care Registered Nurse	American Assoc. of Critical Care Nurses
Certified Diabetes Educator	American Association of Diabetes Educators
Certified Occupational Health Nurse	American Bd. Of Occup Health Nurses
Certified Nurse-Midwife	American College of Nurse-Midwives
Certified Emergency Nurse	Board of Certification for Emergency Nursing
Certified Hemodialysis Nurse	Board of Nephrology Examiners, Nsg & Tech
Certified in Infection Control	Certified Board of Infection Control
Certified Gastro-intestinal Clinician	Certifying Council for Gastro Clinicians, Inc.
Certified Enterostomal Therapy Nurse	Enterostomal Therapy Nsg Certification Bd
Pediatric Nurse Practitioner	Nat'l Certification Bd of Ped Nurse Practitioners
General Pediatric Nurse	Nat'l Certification Bd of Pediatric Nurses
Certified Nurse, Operating Room	Nat'l Certification Bd of Perioperative Nsg, Inc.
Certified Nephrology Nurse	Nephrology Nursing Certification Board
Registered Nurse, Certified: -Low Risk Neonatal Nurse -Reproductive Endocrinology / Infertility -OB/GYN Nurse Practitioner -Inpatient Obstetric Nurse - Neonatal Intensive Care Nurse - Neonatal Nurse Clinician Practitioner	Nurses Association of the American College of Obstetricians and Gynecologists
Oncology Certified Nurse	Oncology Nursing Certification Corp.
Certified Professional in Health Care Quality	Nat'l Assoc HC Quality & H.C. Quality Certification
Registered Nurse, Center Certified	American Nurse Credentialing, Nursing Continuing Education & Staff Development
Certified Neuroscience Registered Nurse	American Assoc. of Neuro-science Registered Nurses
Certified Plastic Surgical Nurse	American. Society of Plastic & Reconstructive Surgical Nurses
Certified Parenteral & Enteral Nutrition Nurse	American Society for Parenteral & Enteral Nutrition
Certified Urologic Registered Nurse	American Bd of Urologic Allied Health Professionals
Certified Post-Anesthesia Nurse	American Society of Post-Anesthesia Nurses
Certified Rehabilitation Registered Nurse	Association of Rehabilitation Nurses
Certified Registered Nurse Anesthetist	Council of Certification of Nurse Anesthetists
Certified Registered Nurse, Intravenous	Intravenous Nurses Society, Inc.
Orthopedic Nurse, Certified	Orthopedic Nurses Certification Board

Certification Specialty	Organization
Certified Registered Nurse in Ophthalmology	Nat'l Certifying Board for Ophthalmic Registered Nurses
Certified Addictions Registered Nurse	National Nurses Society on Addictions
Certified Transcultural Nurse	Transcultural Nursing Society
Certified Ambulatory Peri-Anesthesia RN	
Certified Gastro-Enterology Registered Nurse	
Certified Operating Room Surgical Technician	Nat'l Branch of Surgical Technology & Surgical Assisting; Commission on Accreditation of Allied Health Education Programs; Accrediting Bureau of Health Education School
Certified Registered Central Services Technician	International Association of Healthcare Central Services Material Management; Cert. Board for Sterile Processing & Distribution; American Nat'l Standards Institute; Nat'l Commission for Certifying Agencies
Wound Care (RNs only)	National Alliance of Wound Care; Wound, Ostomy, and Continence Nursing Certification Board
A.S.C.P.*	American Association of Clinical Pathologists
Adult Critical Care Specialty for Respiratory Therapists (RRT- ACCS)	

*As medical technologists with twenty (20) years' experience or greater as of July 1, 2018 possess the competencies and skills equivalent to the ASCP certification, they shall receive a differential of one dollar (\$1.00) per hour for all hours worked. They shall not be required to obtain the ASCP certification.

Other Certifications:

National Case Management Certification	Case Management Association
Utilization review Certification	
A.R.D.M.S.	
C.O.R.T.(OR)	
Pharmacy Certification	American College of Pharmacists Board of Pharmaceutical Specialties
Certified Patient Accounting Technician (CPAT)	Finance/HIS/Admitting
Cardiovascular Credentialing (CCI)	Vascular/OB/Cardiology
Phlebotomy	American Society Of Clinical Pathology
EMTs/ER (NREMT)	National Registry of Emergency Medical Technicians
Certified Clinical Nephrology Technologist (CCNT)	National Nephrology Certification Organization (NNCO)
Certified Hemodialysis Technologist/Technician (CHT)	Board of Nephrology Examiners Nursing and Technology (BONENT)
Certified Pediatric Emergency Nurse	Board of Emergency Nursing
Certified Health Access Associates (CHAA)	National Association Healthcare Access Management (NAHAM)

OT Specialties

Certification	Organization
Board Certified OT in Geriatrics	AOTA
Board Certified OT in Neuro-Rehabilitation	AOTA
Board Certified OT in Pediatrics	AOTA
NDT Certified	AOTA
CHT - Clinical Hand Therapist	AOTA
Lymphedema Certified	AOTA
CAT - Certified Activity Therapist	AOTA

PT Specialties

Certification	Organization
Geriatric Clinical Specialty	APTA
Orthopedic Clinical Specialty	APTA
Cardiopulmonary Clinical Specialty	APTA
Clinical Hand Therapist	APTA
McKenzie Certification	APTA
Lymphedema Certified	APTA
Certified Manual Therapist	APTA

Radiology

AART offers eleven (11) post primary certifications. (Candidates for post primary certification must be registered by AART in the appropriate supporting discipline to be eligible.):

Certification	Organization
Cardiovascular-Intervention Technology	AART
Mammography	AART
Computed Tomography	AART
Magnetic Resonance Imaging	AART
Quality Management	AART
Sonography	AART
Vascular Interventional Technology	AART
Cardiac Interventional Technology	AART
Breast Sonography (available January 2004)	AART
Radiologist Assistant (available September 2005)	AART

(ANY ADDITIONS TO THIS LIST MUST BE APPROVED BY THE DEPARTMENT HEAD or LABOR MANAGEMENT COMMITTEE; REFER TO ORGANIZATIONAL POLICY – “CERTIFICATION DIFFERENTIAL”)

ORGANIZATIONAL POLICY MANUAL

POLICY: Paid Time Off	MANUAL CODE: 7.18.0	Page 1 of 3
APPROVED BY PRESIDENT & CEO	PREPARED BY: Vice President of Human Resources	
EFFECTIVE DATE: 6/1/12	SUPERSEDES: 6/1/09	
DISTRIBUTION: Organization wide	JCAHO STANDARD(S): HR	
	NJDHSS REG(S): --	

POLICY

Paid time off is granted to employees in recognition of continuous service. Full-time and half-time employees are eligible for accrued PTO/TOB benefits after six months of employment.

Paid time off may be used for scheduled absences such as vacation or other personal use, as well as unscheduled absences, such as an employee’s illness or family emergency.

Scheduled paid time off must be approved in advance with the employee’s department manager, as there may be constraints imposed by the necessity of providing proper coverage of the department. Departmental policies for requests for time off will remain in effect.

Unscheduled paid time off requests must also follow appropriate notification as soon as possible but not later than two hours before the start of the shift. Failure to follow appropriate procedures will result in not approving payment for that time off.

Full-time employees are entitled to paid time off as determined by their job classifications and length of service. Half-time employees working 20 hours or more per week will receive PTO/TOB benefits on a pro-rated basis. Employees working less than 20 hours per week, per-diem employees, and temporary employees do not receive PTO/TOB benefits.

The rate of pay that employees receive for PTO/TOB will be an amount equal to their base rate plus any regularly scheduled shift differential, if applicable.

When a designated holiday falls during a scheduled PTO/TOB period, holiday pay will be paid on that day rather than PTO/TOB pay.

Department heads are responsible for monitoring their employees’ scheduled and unscheduled PTO/TOB usage.

PTO/TOB cannot be used in less than one-hour increments.

BAYONNE MEDICAL CENTER ORGANIZATIONAL POLICY MANUAL

POLICY: Paid Time Off	MANUAL CODE: 7.18.0	Page 2 of 3
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An employee who must go home due to illness will receive regular pay for the time worked and be eligible for PTO/TOB, if accrued, for the remainder of the day.

The New Jersey State Department of Health (Manual of Standards for Hospital Facilities) requires that personnel who show signs of upper respiratory infection, skin lesions, diarrhea or other communicable diseases will be excluded from work, and may return only when approved by a physician.

An employee showing signs of illness may be required by a supervisor to be examined by a hospital designated physician to certify fitness for work.

Before returning to work, following an illness of three or more days, a doctor's certificate of fitness for work must be presented to the employee health nurse. The Medical Center may also require an examination by a doctor of its choice.

To be eligible for these accruals for an unscheduled absence the employee shall notify his/her supervisor following departmental policy and provide at least two (2) hours' notice before the start of the scheduled shift. In addition, the employee shall reasonably keep his/her supervisor informed of his/her progress while absent.

In cases where there is an attendance problem a Department Head, prior to the employee's return to work, may ask for a doctor's certificate.

Effective June 1, 2012, the PTO/TOB terms and conditions below will apply to all bargaining unit employees.

BAYONNE MEDICAL CENTER ORGANIZATIONAL POLICY MANUAL

POLICY: Paid Time Off	MANUAL CODE: 7.18.0	Page 3 of 3
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PAID TIME OFF (PTO)/TIME OFF BENEFITS (TOB) ACCRUAL		
EFFECTIVE JUNE 1, 2012		
YEARS OF SERVICE	SERVICE & CLERICAL	TECHNICAL, PROFESSIONAL & R.N.
1	16 DAYS	21 DAYS
5	21 DAYS	26 DAYS
10	26 DAYS	26 DAYS
15	31 DAYS	31 DAYS

.PTO/TOB shall be earned and used under the following terms and conditions:

1. Employees may not use PTO/TOB during the first six (6) months of employment.
2. Beginning with the twelve (12) month period from June 1, 2009 through May 31, 2010 and in every twelve (12) month period thereafter, all PTO/TOB accrued from June 1 through May 31 must be used by the following December 31. A reasonable opportunity for using such time will be provided. PTO/TOB accrued and unused as of each May 31 which is not used by the following December shall be lost.
3. Once an employee has given or been given notice of resignation/termination no PTO/TOB time will be granted to the employee.
6. Any PTO/TOB accrued and unused on the date of resignation/termination shall be paid if required notice of resignation/termination is given.

APPENDIX I

MEDICAL/DENTAL BIWEEKLY EMPLOYEE CONTRIBUTIONS

EMPLOYEE CONTRIBUTIONS TO THE MEDICAL PLAN

	Full Time	Full Time	Full Time	Full Time	Full Time	Full Time
	Current Contributions	1/1/22 - 12/31/22	\$ Change	1/1/23 - 12/31/23	\$ Change	1/1/24 - 12/31/24
	Bi-Weekly	Bi-Weekly		Bi-Weekly		Bi-Weekly
Employee = 20%	\$ 91.86	\$ 110.23	\$ 18.37	\$ 132.28	\$ 22.05	\$ 158.73
EE & Spouse = 20%	\$ 199.20	\$ 239.04	\$ 39.84	\$ 286.85	\$ 47.81	\$ 344.22
EE & Child(ren) = 20%	\$ 146.66	\$ 175.99	\$ 29.33	\$ 211.19	\$ 35.20	\$ 253.43
Family = 20%	\$ 269.20	\$ 323.04	\$ 53.84	\$ 387.65	\$ 64.61	\$ 465.18
						\$ 26.46
						\$ 57.37
						\$ 42.24
						\$ 77.53

	Part-Time, Half-Time and Per Diem Employees
Employee	COBRA Rate
Employee & Spouse/Partner	COBRA Rate
Employee & Child(ren)	COBRA Rate
Family	COBRA Rate

EMPLOYEE CONTRIBUTIONS TO THE DENTAL PLAN

DMO	Full Time	Full Time	Full Time	Full Time	Full Time	Full Time
	Current Contributions	10% increase- Yr 1 (1/1/2022 - 12/31/22)		10% increase- Yr 2 (1/1/23 - 12/31/23)		10% increase- Yr 3 (1/1/24 - 12/31/24)
	Bi-Weekly	Bi-Weekly	\$ Change	Bi-Weekly	\$ Change	Bi-Weekly
Employee	\$ 1.63	\$ 1.79	\$ 0.16	\$ 1.97	\$ 0.18	\$ 2.17
EE & Spouse/Partner	\$ 3.31	\$ 3.64	\$ 0.33	\$ 4.01	\$ 0.36	\$ 4.41
EE & Child(ren)	\$ 3.32	\$ 3.65	\$ 0.33	\$ 4.02	\$ 0.37	\$ 4.42
Family	\$ 7.90	\$ 8.69	\$ 0.79	\$ 9.56	\$ 0.87	\$ 10.51

PPO	Full Time	Full Time	Full Time	Full Time	Full Time	Full Time
	Current Contributions	10% increase- Yr 1 (1/1/2022 - 12/31/22)		10% increase- Yr 2 (1/1/23 - 12/31/23)		10% increase- Yr 3 (1/1/24 - 12/31/24)
	Bi-Weekly	Bi-Weekly	\$ Change	Bi-Weekly	\$ Change	Bi-Weekly
Employee	\$ 2.90	\$ 3.19	\$ 0.29	\$ 3.51	\$ 0.32	\$ 3.86
EE & Spouse/Partner	\$ 6.51	\$ 7.16	\$ 0.65	\$ 7.88	\$ 0.72	\$ 8.66
EE & Child(ren)	\$ 6.52	\$ 7.17	\$ 0.65	\$ 7.89	\$ 0.72	\$ 8.68
Family	\$ 15.53	\$ 17.08	\$ 1.55	\$ 18.79	\$ 1.71	\$ 20.67

	Part-Time, Half-Time and Per Diem Employees	Part-Time, Half-Time and Per Diem Employees	Part-Time, Half-Time and Per Diem Employees	Part-Time, Half-Time and Per Diem Employees	Part-Time, Half-Time and Per Diem Employees	Part-Time, Half-Time and Per Diem Employees
DMO						
	Current Contributions	10% increase- Yr 1 (1/1/2022 - 12/31/22)	\$ Change	10% increase- Yr 2 (1/1/23 - 12/31/23)	\$ Change	10% increase- Yr 3 (1/1/24 - 12/31/24)
	Bi-Weekly	Bi-Weekly		Bi-Weekly		Bi-Weekly
Employee	\$ 10.38	\$ 11.42	\$ 1.04	\$ 12.56	\$ 1.14	\$ 13.82
EE & Spouse/Partner	\$ 20.25	\$ 22.28	\$ 2.03	\$ 24.50	\$ 2.23	\$ 26.95
EE & Child(ren)	\$ 20.25	\$ 22.28	\$ 2.03	\$ 24.50	\$ 2.23	\$ 26.95
Family	\$ 34.82	\$ 38.30	\$ 3.48	\$ 42.13	\$ 3.83	\$ 46.35

	Part-Time, Half-Time and Per Diem Employees	Part-Time, Half-Time and Per Diem Employees	Part-Time, Half-Time and Per Diem Employees	Part-Time, Half-Time and Per Diem Employees	Part-Time, Half-Time and Per Diem Employees	Part-Time, Half-Time and Per Diem Employees
PPO						
	Current Contributions	10% increase- Yr 1 (1/1/2022 - 12/31/22)	\$ Change	10% increase- Yr 2 (1/1/23 - 12/31/23)	\$ Change	10% increase- Yr 3 (1/1/24 - 12/31/24)
	Bi-Weekly	Bi-Weekly		Bi-Weekly		Bi-Weekly
Employee	\$ 11.81	\$ 12.99	\$ 1.18	\$ 14.29	\$ 1.30	\$ 15.72
EE & Spouse/Partner	\$ 26.30	\$ 28.93	\$ 2.63	\$ 31.82	\$ 2.89	\$ 35.01
EE & Child(ren)	\$ 26.30	\$ 28.93	\$ 2.63	\$ 31.82	\$ 2.89	\$ 35.01
Family	\$ 47.46	\$ 52.21	\$ 4.75	\$ 57.43	\$ 5.22	\$ 63.17

Coordinated Collective Bargaining Agreement

WHEREAS, Health Professionals and Allied Employees, AFT/ AFL-CIO (hereinafter "HPAE") represents employees of Bayonne Medical Center (hereinafter "Medical Center") in five (5) separate and distinct bargaining units (Registered Nurses, Professional employees other than Registered Nurses, Technical, Service and Business Office Clericals), and;

WHEREAS, HPAE was certified as the sole and exclusive bargaining agent of each of the separate and distinct bargaining units by the National Labor Relations Board (22-RC-11808; 22-RC-11904; 22-RC-11837; 22-RC-11836 and 22-RC-12402)

WHEREAS, the Medical Center and HPAE, for the purposes of convenience and economy, agreed to engage in coordinated bargaining for the purposes of negotiating renewal collective bargaining agreements for the term from July 1, 2018 through June 30, 2021, and;

WHEREAS, the Medical Center and HPAE reached an Agreement as to the terms and conditions to be incorporated into the renewal collective bargaining agreements for each of the five (5) separate and distinct bargaining units, and;

WHEREAS, in many respects the terms and conditions of the five (5) separate and distinct collective bargaining units are identical in language;


NOW THEREFORE, the Medical Center and HPAE agree as follows:

1. Solely for the convenience of the parties and for no other purpose, the terms and conditions of employment applicable to the five (5) renewal collective bargaining agreements shall be incorporated into one single document. HPAE and the Medical Center agree that such a single document will make it easier for employees and management to access the collectively bargained terms and conditions of employment.
2. By preparing and executing a single document, neither the Medical Center nor HPAE intend to enlarge, alter or merge the certified and existing five (5) separate and distinct bargaining units. By preparing and executing a single document neither the Medical Center nor HPAE consent to any alteration of the five (5) separate and distinct bargaining units certified by the National Labor Relations Board. HPAE and the Medical Center agree that the scope of the five (5) bargaining units shall not be enlarged, altered or merged. HPAE and the Medical Center agree that the five (5) separate and distinct bargaining units are as set forth in Article 1 of the contract.
3. HPAE and the Medical Center understand and agree that the five (5) separate bargaining units remain separate and distinct and that there are terms and conditions which may apply to one bargaining unit but not to another. Further, HPAE and the Medical Center agree that the terms and conditions of the single document shall apply separately to the separate bargaining units.

For example, the Grievance Procedure for each separate bargaining unit shall apply separately, and absent the consent of HPAE and the Medical Center, a grievance shall be limited to the bargaining unit wherein such grievance has been filed and processed.


4. This Coordinated Collective Bargaining Agreement shall be attached to the single document which incorporates the terms and conditions of employment applicable to each of the five (5) separate and distinct bargaining units represented by HPAE.

IN WITNESS WHEREOF, the Medical Center and HPAE have executed this Coordinated Collective Bargaining Agreement.



For CarePoint Health Bayonne
Medical Center
5/10/22

Date



For Health Professionals and
Allied Employees
5/17/22

Date

Staffing Agreement

WHEREAS, HPAE and the Bayonne Medical Center (BMC) have agreed to implement a more comprehensive policy on how to distribute extra hours and overtime where we believe will provide a positive impact on staffing; and

WHEREAS, the parties have reached agreement on certain licensed staffing issues, administration and monitoring of same, and other agreements as set forth below;

NOW THEREFORE the parties agree as follows:

- 1.) Specific to the various nursing units at BMC the staffing ratios as set forth below are agreed to:

<u>Unit</u>	<u>Shifts</u>
Telemetry	5 – 5 (RNs in charge from 7 a.m. – 7:30 p.m. will not have a patient assignment)*
Med/Surg.	6-7 (RNs in charge from 7 a.m.-7:30 p.m. will not have a patient assignment)
Oncology	6-6 (RNs in charge from 7 a.m.-7:30 p.m. will not have a patient assignment)
Pediatrics	5-5-5
Behavioral Health	6-6
ED	5-6-4* (Staff, not ratios)(If holding area is full, adjustments will be made, as appropriate.) (RNs in charge from 7 a.m.- 3:30 p.m. will not have a patient assignment). The 4-6-4 staffing levels will be effective from the date of ratification through December 31, 2022. During December 2022, the parties will review the ED visit data and confer and collaborate to determine what the ED staffing levels will be for the period January 1, 2023 through June 30, 2024. If the parties fail to reach agreement, the matter shall be subject to mediation and, if necessary, arbitration by the same individual. The mediation/arbitration process shall be expedited and completed within 90 days, if possible.
ICU/CCU	3 – 3 (RNs in charge in ICU/CCU will not have a patient assignment on all shifts.)
PACU	Current levels and by prior agreement
SDS	Current levels
ENDS	Current levels
OR	Current levels
TCU	2-2-2 (Staff, not ratios)(The night shift may be filled at the employer's option with 2 RNs or 1 RN and 1 LPN)

- 2.) Ratios will be determined at the beginning of each shift. Certain agreed upon standards, including but not limited to census, anticipated admissions, transfers, etc. will be utilized to review staffing and scheduling.
- 3.) On a monthly basis the Labor-Management Committee of the BMC will review staffing levels, census data, staffing experience, together with overtime (OT) and agency use for the prior month.
- 4.) Either party may introduce or oppose the concept of staffing issues for ancillary staff. Either party may also introduce the concept of penalties at this time.

In the event the parties are not successful in resolving these issues, either party may invoke Mediation/Arbitration as provided by the Collective Bargaining Agreement. The Mediator/Arbitrator's role will be to assist the parties to reach resolution of the issues, including, if necessary, through the use of a binding decision and award.

- 5.) The parties will continue to utilize and review the jointly developed form to track data including census, hours, transfers, codes admissions and start of shift numbers to be utilized in conjunction with the daily staffing operation and periodic reviews as described above.
- 6.) It is further agreed that a special subcommittee will be established to discuss issues related to staffing in the Lab, Social Work and Admitting. The parties agree that the agreement to invoke arbitration as described in number 5 above does not apply in these areas.
- 7.) Patient Care Partner Committee

The Medical Center and the Union shall establish an ad hoc Patient Care Partner Committee consisting of up to three (3) Management members and up to five (5) Union members. The meetings will take place at a time agreed upon by the Medical Center and the Union. Thereafter, the Committee shall meet only as necessary. The purpose of the Committee is to discuss problems, review staffing for PCPs, Patient Observation and one to one assignments and procedures, and develop proposals to enhance the operation of the PCP's, including but not limited to: job descriptions, health and safety issues, training needs, inter-departmental issues, etc. Participation in this committee on an employee's scheduled time off shall be voluntary. Employees who attend this meeting during their regularly scheduled hours shall be allowed time off without loss of pay for the purpose of attending these meetings.

New Jersey Earned Sick Leave Act

In accordance with the New Jersey Earned Sick Leave Act of 2018, forty (40) hours of sick leave may be used by covered employees for any of the following purposes:

- (1) Time needed for diagnosis, care, or treatment of, or recovery from, an employee's mental or physical illness, injury or other adverse health condition, or for preventive medical care for the employee;
- (2) time needed for the employee to aid or care for a family member of the employee during diagnosis, care, or treatment of, or recovery from, the family member's mental or physical illness, injury or other adverse health condition, or during preventive medical care for the family member;
- (3) absence necessary due to circumstances resulting from the employee, or a family member of the employee, being a victim of domestic or sexual violence, if the leave is to allow the employee to obtain for the employee or the family member: medical attention needed to recover from physical or psychological injury or disability caused by domestic or sexual violence; services from a designated domestic violence agency or other victim services organization; psychological or other counseling; relocation; or legal services, including obtaining a restraining order or preparing for, or participating in, any civil or criminal legal proceeding related to the domestic or sexual violence;
- (4) time during which the employee is not able to work because of a closure of the employee's workplace, or the school or place of care of a child of the employee, by order of a public official due to an epidemic or other public health emergency, or because of the issuance by a public health authority of a determination that the presence in the community of the employee, or a member of the employee's family in need of care by the employee, would jeopardize the health of others; or
- (5) time needed by the employee in connection with a child of the employee to attend a school-related conference, meeting, function or other event requested or required by a school administrator, teacher, or other professional staff member responsible for the child's education, or to attend a meeting regarding care provided to the child in connection with the child's health conditions or disability.

**BAYONNE MEDICAL CENTER
AFFIDAVIT OF DOMESTIC PARTNERSHIP**

IMPORTANT: You must complete and return this form and accompanying written documentation with your enrollment forms before your domestic partner may be considered for coverage. Domestic partnership shall be defined as either same sex or opposite sex partnerships which meet the following criteria:

Specifically, I declare and acknowledge that my Domestic Partner and I meet the following criteria:

1. We are at least 18 years of age and mentally competent to consent to contract;
2. We are not related by blood closer than permissible by the law for legal marriage in the state in which we reside;
3. We have resided in the same residence for no less than two (2) years and intend to do so indefinitely;
4. We are jointly responsible for each other's common welfare and financial obligations;
5. Neither of us are married under the laws of the state in which we reside; and
6. We are each other's sole domestic partner and intend to remain so indefinitely.

I further understand, acknowledge and agree that:

1. I shall provide Bayonne Medical Center with a valid copy of registration of domestic partnership (if any) that may be of record and filed with the partners city, county, or other municipal registry.
2. An employee providing documented proof of a legally recognized same-sex marriage, civil union or domestic partner registration from any county, state, territory or region will have Bayonne Medical Center's Domestic Partner Affidavit requirement waived.
3. I shall provide the following written documentation to Bayonne Medical Center evidencing our common residency: (a) evidence of joint home ownership; (b) a copy of a rental lease identifying both partners and responsibility for rental payment; or (c) copies of both partners' driver's licenses, passports or voters registration documents.
4. I shall provide written documentation to Bayonne Medical Center evidencing our joint responsibilities for each other's financial obligations through at least one of the following: (a) evidence of a joint checking account; (b) a car title showing joint ownership; (c) evidence showing joint credit cards; (d) other documentation acceptable to the Employer.
5. I shall immediately notify Bayonne Medical Center of any changes in the status of my domestic partnership. I am obligated to file a Statement of Domestic Partner Termination with Bayonne Medical Center within thirty (30) days of the earliest of: (1) the death of my Domestic Partner; or (2) the date of termination of the domestic partnership.
6. I will be financially liable for the reimbursement of any expenses incurred as a result of any false or misleading statements contained in this affidavit or accompanying written documentation.
7. Any coverage afforded my Domestic Partner will be in consideration of this Affidavit and accompanying written documentation being true, complete and accurate. My domestic partner

- shall not be considered for coverage until this Affidavit and accompanying written documentation is completed, returned, and found to be satisfactory to the employer.
8. This Affidavit and accompanying written documentation will be maintained by Bayonne Medical Center as a confidential personal document and shall not be disclosed in the absence of my written consent, except as necessary to provide benefits coverage or otherwise required by law.

To the best of my knowledge and belief, I, the undersigned, declare and certify that the information contained herein and the accompanying written documentation is complete, correct and accurate.

Domestic Partner Name (Last, First, Middle) Date

Employee Name (Last, First, Middle) Date

Employee Signature Date

ENVIRONMENT OF CARE COMMITTEE

The hospital maintains an employee-management EOCC that is comprised of representatives from administration, clinical services, support services and employees. All members of the EOCC, including the Chairperson of the Committee, are appointed by the President/CEO or a designee.

The EOCC has scheduled monthly meetings (minimum of six meetings per year with ten (10) meetings per year scheduled on the third Thursday of the month. Individuals responsible for reporting to the Committee are required to submit a written (and verbal) report with appropriate copies for all committee members.

Written and verbal reports on the results of the hospital's ICES in the areas of Safety Management (Employee and Patient/Visitor), Emergency Management/Life Safety Management, Medical Equipment Management, Utilities Management, Hazardous Materials and Waste Management, Security Management, Risk Management/Quality Assurance are submitted at least every meeting to the Environment of Care Committee.

The purpose of Bayonne Medical Center's ICES is to gather information on deficiencies, problems, failures, and other user errors related to the safety management program. As opportunities for improvement are identified, the Environment of Care Committee will develop recommendations and communicate those recommendations to the Board of Trustees. Finally, the organization will monitor the effectiveness of all actions that have been implemented.

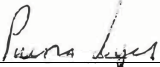
Minutes will be taken at each meeting and distributed to each member within three (3) weeks of the meeting date. Committee membership is responsible for reporting requisite interaction to their respective departments and ancillary reporting committees.

The EOCC performs a number of functions including, but not limited to the following:

- Analyzing identified safety management issues and developing or approving recommendations for resolving them;
- Assisting in the development and/or periodic review of Department specific safety policies. Policies are reviewed as frequently as necessary, but no less frequently than every three years.
- Promoting an ongoing risk assessment program;
- Collecting and evaluating information as part of the hospital's Information, Collection and Evaluation (ICES) system;
- Establishing monitoring guidelines for key safety and health issues and review monitoring results to insure conformance with guidelines.
- Administering a program of quality assurance for occupational health and safety that is integrated into the hospital quality assurance program and includes regular collecting and analyzing data to help identify occupational health and safety problems and their extent, and recommend, implement and monitor corrective actions based on this data.


Continuing Education Letter of Understanding

During the term of the Collective Bargaining Agreement, the Employer and Union will meet to discuss available avenues for providing Continuing Education to bargaining unit employees. The Labor Management Committee shall be the venue for these discussions.



For CarePoint Health Bayonne
Medical Center
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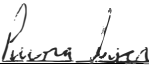
For Health Professionals and
Allied Employees
5/17/22

Date

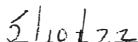
SIDE LETTER - EARLY RETIREMENT PROGRAM

The Employer may offer an Early Retirement Program to employees in accordance with the following terms:

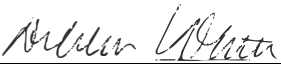
1. The Program will be strictly voluntary. There will be no reprisals against employees who decline to volunteer.
2. The Employer will be able to offer the Program to employees it will have discretion to select.
3. The Employer will provide thirty (30) days advance notice to the Union before soliciting volunteers to participate in the Program. Upon request, the Employer will confer with the Union regarding the terms of the Program.
4. The terms of the offer and list of affected employees will be given to the Union no less than fifteen (15) days prior to the offer.
5. Each Program participant will receive a cash payment, to be determined by the Employer, in exchange for a resignation from employment.
6. The Employer also may offer to Program participants benefit continuation and other items of value.
7. The Program will not be offered more than two (2) times a year to employees in any job classification within any unit or department.
8. The Program may include additional terms which are not inconsistent with this Side Letter.



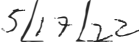
For CarePoint Health Bayonne
Medical Center



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For Health Professionals and
Allied Employees



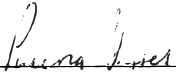
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SIDE LETTER - WORK AT OTHER CAREPOINT HEALTH SYSTEM FACILITIES

The Employer may seek qualified volunteers to work at any CarePoint Health System facilities with proper orientation in accordance with this section. This shall include bargaining unit employees going to other CarePoint Health System facilities and employees from other CarePoint Health System facilities working within the bargaining unit(s) covered by the collective bargaining agreement between the Employer and the Union. The following guidelines shall apply to work performed hereunder:

1. The program will be strictly voluntary. There will be no reprisals against employees who decline to volunteer.
2. The work will be temporary in nature.
3. The Employer may solicit qualified volunteers. In the event that there are more qualified volunteers than available work, the Employer will select from among qualified volunteers by seniority.
4. The collective bargaining agreement between the Employer and the Union will govern the terms and conditions of employment for all bargaining unit employees who perform work at other CarePoint Health System facilities.
5. Employees from other CarePoint Health System facilities may work within the bargaining unit(s) covered by this agreement consistent with the collective bargaining agreement between the Employer and the Union and this side letter.
6. Employees will be reimbursed for additional travel and additional out-of-pocket expenses necessarily incurred as a result of performing work at other CarePoint Health System facilities pursuant to this Program.
7. Bargaining unit work performed by employees of other CarePoint Health System facilities will not cause any bargaining unit employee to be laid off.
8. The Employer will not use this program for the purpose of evading the filling of vacancies in bargaining unit positions.
9. The Employer will not downstaff employees in any bargaining unit job classification within any unit or department in which employees from other CarePoint Health System facilities are working pursuant to this Program.
10. The Employer will not accept volunteers if their working at other CarePoint Health System facilities would cause a failure to comply with the nurse / patient ratios set forth in the collective bargaining agreement between the Employer and the Union.


11. The Employer will not seek volunteers pursuant to this program while its employees are on strike, nor will the Employer seek volunteers to work at a CarePoint Health System facility whose employees are on strike.
12. The Employer will give the Union detailed monthly information about voluntary transfer activity pursuant to this Program. The Union may request additional information relevant to the program.



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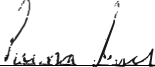
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SIDE LETTER - HEALTH AND SAFETY – COMMUNICABLE DISEASES

The parties agree that the Health and Safety Committee will place on its agenda for the first meeting after ratification of the new agreement the subject of formulating language addressing the health and safety issues raised by communicable diseases.

The Health and Safety Committee will use best efforts to reach agreement on the new language. Upon reaching agreement, the Health and Safety Committee will make recommendations to the Union and the Medical Center. The recommendations of the Health and Safety Committee will not be binding on the Union or the Medical Center unless and until they are accepted in writing by both parties.


In the absence of agreement by the Health and Safety Committee and acceptance in writing by the Union and the Medical Center, no obligations will be imposed, no language will be added to the agreement and there will be no recourse to the grievance and arbitration procedure.



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SIDE LETTER - NURSE TRAINING TUITION FORGIVENESS PROGRAM

The Medical Center shall establish a Nurse Training Tuition Forgiveness Program (the “Program”) in order to provide current Medical Center RNs and external RN candidates the opportunity to develop the skills necessary to be successful at the Medical Center. The terms of the Program are as follows:

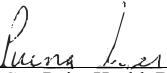
1. When an RN position becomes available, either through a vacancy or a newly created position, and no qualified current Medical Center RN bids for and is selected for the position and no qualified external candidate is selected for the position, the Medical Center will determine whether the RN position is eligible for participation in the Program. The Program will not limit incumbent RNs if they are skilled and qualified to bid for, and to be accepted into, an RN position before it is converted into a Program position.
2. If the Medical Center determines that the RN position is eligible for participation in the Program, the Medical Center will post the Program RN position in accordance with Article 10 of the Collective Bargaining Agreement. If no qualified internal RNs apply for the Program RN position in accordance with Article 10 of the Collective Bargaining Agreement, the Medical Center at its discretion may recruit external RN candidates for participation in the Program.
3. At the time the Program RN position is offered to a current Medical Center RN or external RN candidate, the Medical Center will explain the terms of the Program to the Medical Center RN or RN candidate, including the cost of the Program and commitment requirement. The Medical Center will permit the Medical Center RN or RN candidate to ask questions concerning the Program. The Medical Center RN or RN candidate may decline to participate in the Program at that time. The Medical Center will offer to any current Medical Center RN who is offered a Program RN position the ability to have a Union representative accompany them to this meeting with the Employer.
4. Medical Center RNs or RN candidates who accept a Program RN position will be required to sign an acknowledgement form agreeing to be bound by the terms of this Side Letter. The Employer will not offer terms and conditions that are inconsistent with, or sub-standard to the collective bargaining agreement, except to the extent provided herein. The acknowledgement form is not considered a waiver of any rights under the National Labor Relations Act.
5. Medical Center RNs or RN candidates who accept a Program RN position will be required to provide a two-year commitment to work at the Medical Center or another CarePoint Health facility after the RN’s successful completion of the Program.
6. Medical Center RNs or RN candidates who accept a Program RN position will have the ability to resign from the Program should the RN and the Medical Center both determine that continued participation in the Program will not be beneficial to the RN or the

Medical Center. The Medical Center shall have the right to terminate a RN from the Program or from employment at the Medical Center for just cause.

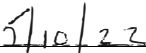
7. If the RN and the Medical Center agree that the RN can resign from the Program, the RN may bid on any available full-time RN position for which the RN is qualified in accordance with Article 10 of the Collective Bargaining Agreement. If there are no such positions, the RN will be terminated.
8. Newly hired RNs who accept a Program RN position will be deemed probationary employees as defined in Article 4.6 of the Collective Bargaining Agreement from the date of hire until thirty (30) days after the successful completion of the Program. Eligibility for health insurance, holidays, vacation, and tuition reimbursement will commence after 90 days of employment. Consistent with Article 2.1 of the Collective Bargaining Agreement, newly hired RNs who accept a Program RN position shall, to the extent not inconsistent with the law, become a member of the Union within thirty (30) calendar days following the beginning of such employment. For external RNs only, Medical Center seniority for the purposes of layoffs shall commence upon the successful completion of the program, retroactive to the RN's date of hire.
9. RNs who fail to honor the two-year commitment after successful completion of the Program and RNs who are terminated from the Program or from employment at the Medical Center for just cause will be required to reimburse the Medical Center for the cost of the Program as follows:
 - a. For those RNs who successfully complete the Program and who resign from employment at the Medical Center or are terminated from employment at the Medical Center for just cause prior to the exhaustion of the two-year commitment period, reimbursement will be prorated based on the length of time worked by the RN during the two-year commitment period as follows:
 - If an RN works less than one (1) year following completion of the Program, the RN will be responsible to repay 100% of the cost of the Program;
 - If an RN works one (1) year but less than eighteen (18) months following completion of the Program, the RN will be responsible to repay 50% of the cost of the Program;
 - If an RN works eighteen (18) months but less than two (2) years following completion of the Program, the RN will be responsible to repay 25% of the cost of the Program.
 - b. For those RNs who resign from employment at the Medical Center or who are terminated from employment at the Medical Center for just cause prior to successful completion of the Program, reimbursement for the cost of the Program will be prorated based on the length of time the RN participated in the Program.
10. If an RN takes a leave of absence during the two-year commitment, the length of the commitment will be extended by the amount of time of the leave of absence.

11. Program RN positions are not guaranteed and are subject to all terms and conditions within the Collective Bargaining Agreement unless inconsistent with this Side Letter.
12. The Program may include additional terms which are not inconsistent with this Side Letter.
13. Any new terms and conditions of this program will be discussed with the Union.
14. As of June 30, 2018, the cost of the program in each area is as follows:
 - a. ICU: \$27,208.00
 - b. Operative Services: \$72,283.20
 - c. Emergency Services: \$30,836.16

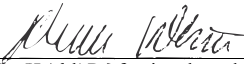
Effective July 1, 2018, the cost of the program in each area shall not exceed forty-five thousand dollars (\$45,000.00). The costs above may be modified, in the sole discretion of the Hospital, so long as they do not exceed forty-five thousand dollars (\$45,000.00).



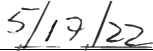
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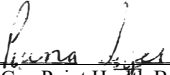
For Health Professionals and
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SIDE LETTER – CAFETERIA DISCOUNT

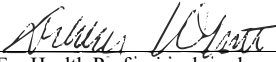
Effective October 1, 2018, all bargaining unit employees shall receive a 20% discount for items purchased in the Medical Center's cafeteria, excluding vending machine items.



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