

Agreement

Between

**Health Professionals and Allied Employees
AFT/AFL-CIO**

Local 5112

and

The County of Union
(Runnells Specialized Hospital)

January 1, 2002 - December 31, 2004

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2.3 Payroll Deduction of Dues

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

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

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

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

2.4 Agency Shop

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

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

2.5 Union Representatives

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

2.6 Union Representation Rights

An employee shall have a Union representative present, if requested, during any disciplinary conference. In addition, the employee shall have a Union representative present when the Employer questions the employee and the employee has a reasonable belief that a discipline may result. Disciplinary meetings shall be scheduled at a mutually convenient time, generally commencing no earlier than 8 a.m., and concluding no later than 5 p.m.,

3.2 Professional Practice

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

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

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

- B. When possible, nursing programs shall be made available to all shifts during work time. An employee must request in writing authorization from his/her supervisor to attend programs that are not mandatory. (Programs that are mandatory will be clearly labeled as such and do not require authorization.) The supervisor will reply in writing and determine approval if the session applies directly to the employee, subject to staffing needs. Employees who attend these in-house programs on their own time will be paid at their regular compensation rate of pay. Time in attendance at non-mandatory programs shall not be counted toward overtime.

- C. The Hospital shall reimburse the cost for educational conferences, up to a maximum of two hundred (\$200.00) dollars per year for a full-time employee and one hundred (\$100.00) dollars per year for a part-time employee. Time off without loss of pay will be granted to employees attending educational conferences reimbursed by the Hospital. Such times shall not be unreasonably denied.

The American Heart Association CPR Course Level C as provided by the Hospital to all employees.

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

3.3 Non-Nursing Duties

The Hospital agrees that duties normally performed by departments such as clerical, housekeeping, transport, dietary or maintenance shall be performed by those departments and not registered nurses. The Hospital will regularly meet with HPAA representatives through Labor-Management meetings to attempt to establish practicable solutions which can be implemented to enable RNs to devote more time to patient care.

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

ARTICLE 5. SENIORITY

5.1 Definition

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

5.2 Accrual

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

5.3 Maintenance

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

5.4 Loss

Employees shall lose seniority if the employee:

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

5.5 Application

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

5.6 Seniority List

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

5.7 Layoff, Reduction of Hours

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

5.8 Posting of Positions, Promotions

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

ARTICLE 6. SUBCONTRACTING

6.1 Subcontracting

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

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

7.4 Cancellations of Extra Shift

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

7.5 Weekend Work

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

Employees shall be granted the weekend shift off either preceding or following a scheduled week of vacation, from Sunday to Saturday. Employees will be granted an additional four (4) weekend shifts off during each calendar year. The additional weekends will not be granted during the period from June 1 through September 15. Employees will request the additional weekend shifts off two (2) weeks prior to posting the schedule. Additional weekend shifts off will be granted based on staffing coverage. Employees will work no less than forty-four (44) weekend shifts in each calendar year.

7.6 Shift Rotation

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

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

7.7 Floating/Pulling

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

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

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

8.6 Retention Bonus

All RNs, except per diems, shall receive a retention bonus for all hours worked, but not to exceed 1950 hours in any one year period, from January 1, 2002 through December 31, 2002, and subsequent years of the contract. The retention bonus shall be paid in a separate check no later than the second pay period of January in the succeeding year in accordance with the following schedule, which shall remain at the specified rates for the duration of the agreement:

9+ to 12 years experience	\$0.25 per hour
12+ to 20 years experience	\$0.50 per hour
20+ to 30+ years experience	\$0.75 per hour

8.7 Recruitment Bonus

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

\$1000 for an RN
\$750 for an LPN

ARTICLE 9. HOLIDAYS

9.1 Holiday Designation

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

New Year's Day	Martin Luther King's Birthday
Lincoln's Birthday	Washington's Birthday
Good Friday	Memorial Day
Independence Day	Labor Day
Columbus Day	Election Day
Veteran's Day	Thanksgiving Day
Day after Thanksgiving Day	Christmas Day

9.2 Holiday Entitlement, Scheduling

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

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

nineteen (19) working days vacation each year.

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

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

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

10.2 Vacation Pay

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

10.3 Vacation Entitlement

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

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

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

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

10.4 Vacation Scheduling

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

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

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

upon retirement in accordance with the following requirements:

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

ARTICLE 12 – LEAVES

12.1 Personal Business

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

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

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

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

12.2 Death in Family

Up to five (5) days will be paid during the absence from duty of employees when such absence is caused by the death of a spouse, child or other person who has legal residence with the employee and who has an in lieu of spousal relationship with the employee, including a child of a spouse or a person who has an in lieu of spousal relationship with the employee. Up to three (3) days will be paid during the absence from duty of employee when such absence is caused by the death of parent, sibling, grandparent or such relatives of spouse or person who has an in lieu of spousal relationship with the employee and has legal residence with the employee, or any other relative residing at employee's household.

12.3 Jury Duty Leave Amount and Procedure

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

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

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

pay up to the first ninety (90) calendar days following the date of the injury or illness and no charge shall be made to the employee's sick leave accumulation, provided, the employee turns over to the County any checks received from Worker's Compensation. If the employee receives an injury which has been inflicted on the employee by any person or persons arising out of the employee's employment, the ninety (90) day calendar period shall be extended up to one hundred eighty (180) days.

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

ARTICLE 15 - HEALTH AND SAFETY

15.1 Employer Obligation

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

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

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

15.2 The Hospital agrees to establish standards of care and administrative procedures to ensure the safe usage of latex.

15.3 Management of assaultive behavior ("code 2") response training and medical emergency ("code 4") response training with instructors shall be provided annually to all employees where appropriate for the unit.

15.4 The Hospital will continue the use of a needleless IV system.

15.5 The County Manager or his designee is authorized to determine (or announce) that there exists a state of emergency due to inclement weather conditions. The following policy shall commence at the announcement of the state of emergency and shall remain in effect for 24 hours. The policy can be extended if it is determined and announced by the County Manager or his designee that the state of emergency still exists. Extensions will be granted in 24-hour intervals. If no state of emergency announcement is declared, normal working schedules shall prevail and remain in force.

benefit period effective January 1, 2004 shall be reduced to \$100 for each employee and an additional amount of \$200 for eligible dependents.

- C. Effective May 1, 2002 all current employees to contribute \$10 per month towards health insurance coverage and employees earning over \$28.00 per hour shall contribute \$25 per month towards health insurance coverage.
- D. New employees* shall receive PHS or Blue Choice coverage only. In addition, new employees shall contribute \$15 per month for single coverage and \$25 per month for family coverage. The contribution shall be increased by the proportionate annual increase in the plan cost. Employees may opt for a different plan at their own expense (difference between PHS and Blue Choice and chosen plan). In the event these plans are changed during the term of this agreement, new employees shall receive the least expensive of the then available plans.

(* Employees entering the bargaining unit who were not previously employed by the County. Effective May 1, 2002.)

17.2 The Dental Plan

The dental plan in effect since 1982 (herein the base plan) shall be continued for the term of this Agreement at the expense of the County. Employees covered by this Agreement shall have the option to maintain the existing plan or obtain an improved dental plan, either single or family, that provides coverage on an 80/20 percent basis up to \$1,000.00. Employees shall also have an option to select coverage under the Health Plex Plan. Employees who opt for any of these coverages shall pay the difference in cost that exceeds the Employer's cost of the base plan.

17.3 Health Insurance

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

- A. Deductible for any one benefit period shall be Two Hundred (\$200.00) Dollars for each employee and a total amount of an additional Two Hundred (\$200.00) Dollars for eligible dependents.
- B. Co-payment by Employees for Major Medical coverage shall be twenty (20%) percent of the first Five Thousand (\$5,000.00) Dollars of eligible expenses.
- C. Pre-admission review (PAR) with fifty (50%) percent cutback and mandatory second surgical opinion (MSSOP) with fifty (50%) percent cutback. Any increase in insurance premiums shall be offset by any savings realized by the County through the change from Medicare Plus to First Option. The cost savings shall be measured as the difference between the Medicare Plus premium for the year May 1, 1997 to April 30, 1998, and the First Option premium for the year May 1, 1998 to April 30, 1999.

Effective October 1, 1995, or as soon thereafter as possible, the Blue Cross/Blue Shield Health Insurance coverage program known and designated as "Blue Select" will replace the traditional indemnity health insurance coverage currently being provided by the Employer. Employees who retire after implementation of the "Blue Select" plan will be able to submit prescription charges to that plan in the same manner and under the same terms and conditions as current retirees are able to submit their prescription charges.

18.6 Tuition

The County will pay up to a maximum of \$2,000/year per full time employee, pro-rated for part-time employees, for tuition leading to a BSN, MSN, or other related degree as approved by the Administrative Director of Nursing. Such approval shall not be arbitrarily denied. Tuition reimbursement shall be paid upon completion of the course, and presentation of the original transcript with passing grade and original receipt of payment. Employees may use up to \$500 from the above total tuition money per calendar year to cover the costs(s) of successful (re) certification fees/exams or continuing education conference fees required for ANA Specialty Certification.

18.7 Education Differential

1. Full-Time and Part-Time employees with a Bachelor’s Degree (BS) from an accredited school will receive additional compensation of \$0.65/hr worked, added to their regular compensation rate.
2. Full-Time and Part-Time employees with a Master’s Degree (MS) from an accredited school will receive additional compensation of \$1.30/hr worked, added to their regular compensation rate.
3. Full-Time and Part-Time employees with National Certifications will receive additional compensation of \$0.40/hr worked, added to their regular compensation rate.

18.8 Emergency Call-In

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

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

18.9 Clothing Allowance

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

	Full time	Part time
2002	\$280	\$180
2003	\$305	\$205
2004	\$330	\$230

Employees whose personal items, such as eyeglasses, are broken or destroyed during the course of patient care will have the replacement cost of such items reimbursed up to a maximum of one-hundred dollars (\$100.00) per incident and up to thirty-five dollars (\$35.00) for clothing per incident.

18.10 ANA Membership

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

18.11 Short and Long Term Disability

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

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

January 1, 2002	\$30 per hour
January 1, 2003	\$31 per hour
January 1, 2004	\$32 per hour

ARTICLE 20 -DISCIPLINE AND DISCHARGE

20.1 Discipline, Suspension, or Discharge

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

20.2 Written Notification

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

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

ARTICLE 21 - GRIEVANCE PROCEDURE

21.1 Definition

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

21.2 General Procedures

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

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

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

A grievance must be presented under the grievance procedure described herein within five (5) working days of the occurrence of the condition giving rise to the grievance. It is understood and agreed that time off the job, be it with or without pay, shall not be counted as "working days" under step 1 of the Grievance Procedure.

21.3 Purpose

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

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

In the event of the submission of any matter for arbitration to which provisions of this Agreement shall apply, the arbitrator shall have the right or power to alter or modify the terms of this Agreement or to impose upon the parties any obligation or liability not expressly assumed by the parties under the provisions of this Agreement; nor may the arbitrator deprive the parties of any right reserved, expressed or implied, by them for their benefit hereunder. The cost of the arbitrator shall be paid equally by the parties. Each party shall be responsible for its own costs incurred in arbitration

ARTICLE 22 - NO STRIKE/NO LOCKOUT

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

ARTICLE 23 - NON-DISCRIMINATION

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

ARTICLE 24 – SEPARABILITY

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

ARTICLE 25 - COMMITTEE ON POLITICAL EDUCATION

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

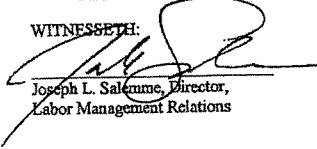
The County agrees to meet with the Union within ninety (90) days of ratification of the contract regarding this issue.

ARTICLE 26 - MANAGEMENT RIGHTS

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


on this 27th day of April, 2002.

WITNESSETH:

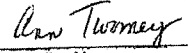

Joseph L. Salame, Director,
Labor Management Relations

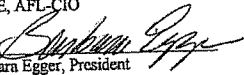
ATTEST:

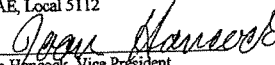
COUNTY OF UNION

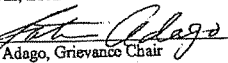
By: 
George Devaney
County Manager

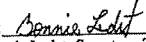
HEALTH PROFESSIONALS AND
ALLIED EMPLOYEES, AFT, AFL/CIO

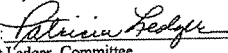
By: 
Ann Twomey, President
HPAE, AFL-CIO

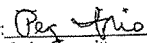
By: 
Barbara Egger, President
HPAE, Local 5112

By: 
Joan Hancock, Vice President
HPAE, Local 5112

By: 
Pat Adago, Grievance Chair
HPAE, Local 5112

By: 
Bonnie Ledet, Secretary-Treasurer
HPAE, Local 5112

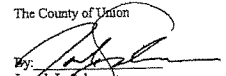
By: 
Pat Ledger, Committee

By: 
Peg Iorio, Committee


- such time as re-enrollment can be effectuated, and will result in the bi-weekly recoupment of any payments made in lieu of benefits.
- B. Re-enrollment to the County's Health benefit Insurance Program without loss of spouse coverage, will be limited to the two annual open-enrollment periods conducted by the County. In either case, the payments to the employee in lieu of health benefit coverage under this program will cease concurrent with the employees reenrollment.
 - C. Employees re-enrolling pursuant to either A or B above, shall be re-enrolled not withstanding any pre-existing medical conditions.

Wherefore, the parties hereto set their hands this 15th day of April, 2002

The County of Union

By: 
Joseph L. Salemye
Director, Labor Management Relations

HPAE

By: 
Benjamin Egger, President
HPAE, Local 5112

except that an employee who has or shall incur a break in service as a result of separation due to lay-off shall be credited with sick leave accrued before separation and after return to employment.

- b) The amount shall be computed at the rate of 50%-80% of the employee's rate of pay for each day of earned and unused accumulated sick leave at the effective date of retirement based upon the average annual compensation received during the last full year of the employee's active employment prior to the effective date of retirement. Overtime, shift, differential, stipends or other supplemental pay shall not be included in the computation:
- c) Effective April 28, 2002, payment for unused accumulated sick leave shall be according to the following schedule:
 - 100-200 accumulated sick days – 50% of the daily rate, maximum of \$10,000
 - 201-300 accumulated sick days – 60% of the daily rate, maximum of \$12,500
 - 301-400 accumulated sick days – 70% of the daily rate, maximum of \$15,000
 - Over 401 accumulated sick days – 80% of the daily rate, maximum of \$18,000
- d) In computing the total amount of unused accumulated sick leave pay due, periods of leave of absence without pay shall be excluded in the computation.
- e) The lump sum supplemental compensation payment shall be made within 60 days after the date of retirement, if possible.
- f) A retiree must be officially off the County's payroll at the time of payment.

9. GENERAL PROCEDURES:

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

10. EMPLOYEES NOT IN THE CLASSIFIED SERVICE:

- a) The eligibility of an employee will be determined by such class title held at any time during the employee's employment with the County of Union. Eligibility of class title will not be approved unless the following standards and guidelines have been adhered to:
 - 1) Sick leave days were earned by all employees within that class title on the basis of one working day per month during the remainder of the first calendar year of employment after initial appointment and 15 working days per calendar year thereafter.
 - 2) Proof of need of sick leave usage was required when sick leave exceeded at least five consecutive days or a total of 10 days within one calendar year.

**HEALTH INSURANCE BENEFITS
FOR RETIREES**

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

1. Eligibility: Employees must have been actively employed for the County of Union on or after January 1, 1986; and must retire on either a disability pension or after having reached the age of 55 years and having 25 years or more of service with the County, or retire and reach the age of 62 years or older with at least 15 years of service where the retirement has been shown to the satisfaction of the employer to have been necessitated by medical illness or disability of the employee. Employees who otherwise qualify for coverage but who retire before age 55, shall be entitled to receive coverage under this plan upon reaching age 55. This benefit will only be provided to those retirees meeting the eligibility requirements who do not have hospitalization insurance coverage from another source, and eligible retirees shall cooperate in good faith with the County to verify that no other source of insurance coverage is provided for them.

2. Description: This benefit shall be applied to the Hospital Insurance Plan which is provided to members of the bargaining unit. The County reserves the right to change or modify plans at any time so long as the modified plan provides substantially similar coverage to that in effect for members of the bargaining unit.

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

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

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

CONSTITUTION

AND

BY-LAWS

OF

LOCAL #5112

**THE HEALTH PROFESSIONALS AND
ALLIED EMPLOYEES**

AFT/AFL-CIO

**Ratified by membership of Local #5112
June 30, 1999**

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

Section 6. Reinstatement of Membership.

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

ARTICLE V. MEMBERSHIP MEETINGS

Section 1. Regular Membership Meetings

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

Section 2. Special Membership Meetings

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

Section 3. Notice

Written notice of each meeting, regular or special, shall be mailed to each member and/or posted on an HP&E bulletin board no less than three (3) days prior to the meeting.

Section 4. Quorum

A quorum for the transaction of business at a regular or special meeting shall be defined as follows: One-half (½) or more of the Executive Board plus a sufficient number of members so that the total number of officers and other members equals ten (10%) percent of the members in good standing. In the absence of a quorum, business may be discussed and minutes taken but no vote shall be taken on any issue.

ARTICLE VI. EXECUTIVE BOARD, OFFICERS and REPRESENTATIVES

Section 1. Executive Board

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

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

Section 2. Standing Committees

A. Labor Management Committee

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

B. Committee on Political Education COPE

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

Section 3. Special Committees

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

A. Committee on Negotiations.

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

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

B. Committee on Nominations and Elections

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

C. Constitution and By-Laws Committee

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

ARTICLE VIII. STRIKES AND JOB ACTIONS

Section 1. Local Membership Authorization.

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

Section 2. Voting Procedures.

- A. The decision to engage in a job action or other concerted activity must be authorized by the Local membership involved through a simple majority of votes cast by secret ballot.
- B. The decision to engage in a job action or other concerted activity will be limited solely to those members who are employees of the particular institution or employer in question.
- C. Notice, by mail and by posting, shall be given to all eligible members at least three (3) days prior to the vote, if time permits.
- D. Voting will be conducted by secret ballot at a membership meeting and if time permits, by mail. Only those

- G. The Investigation Committee may postpone the hearing for good cause shown.
- H. The burden of proof is on the charging party. Decisions shall be based only upon facts presented to the Investigation Committee during the proceedings and a finding of guilt shall only require a preponderance of the evidence.
- I. A stenographer may be present if requested by either party, seven (7) days prior to the hearing. The party requesting a transcript will assume the costs and will provide a copy to be distributed to the Investigations Committee and a copy to the other parties.
- J. The Investigation Committee will determine the truth of the charges by majority vote and will announce its verdict and punishment at that time. A report will be prepared within fourteen (14) days thereafter and sent by registered mail to the parties involved.
- K. Parties not complying with a verdict and punishment within thirty (30) days of receipt of notice thereof shall be expelled from membership. However, if an appeal has been instituted during that thirty (30) day period, punishment shall not be imposed pending determination of the appeal.
- L. Within thirty (30) days of the verdict, appeal may be instituted by notifying the Investigation Committee and other parties in writing of such by certified mail. The appealing party may submit the matter to binding arbitration and will assume all cost of such arbitration. An arbitrator shall be appointed by the American Arbitration Association. The decision of the arbitrator shall be final and binding on all parties.

ARTICLE XI. AMENDMENTS

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

ARTICLE XII. SAVINGS CLAUSE

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

Ratified by membership of Local 5112
Health Professionals and Allied Employees
AFT/AFL-CIO, June 30, 1999