

HPAE Local 5141 Contract Proposals



Submitted November 9, 2009

The Union reserves the right to modify, add to, delete, or otherwise revise its proposals during the course of the negotiations.

AGREEMENT

This Agreement made as of the ___ day of _____ by and between Newton Memorial Hospital, (herein after referred to as the "Employer" or "Hospital") 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. LABOR/MANAGEMENT RELATIONSHIP

1.01 Union Recognition #1

The Hospital hereby recognizes the Union as the sole and exclusive bargaining agent pursuant to the certification of the National Labor Relations Board (22-RC-12944) for the bargaining unit of all full-time and regular part-time staff registered nurses and per diem registered nurses employed by the Employer, including. Excluded are office clerical employees, managerial employees, professional employees, guards and supervisors as defined in the National Labor Relations Act.

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

1.02 New Job Classifications #2

In the event that the Employer establishes a new job classification which falls within the scope of the bargaining unit, as defined in Section 1.01, the Employer shall notify the Union in writing of such an establishment and shall bargain with the Union regarding the terms and conditions of the new job classification.

1.03 Temporary Employees #3

The definition of a temporary employee shall include any non-bargaining unit personnel performing bargaining unit work on a temporary basis. Temporary employment may be utilized only where no bargaining unit employees are available and under the following circumstances:

- a. An unforeseen, emergent circumstance that results in the need for staff coverage.
- b. When an employee has an extended and approved leave due to illness, maternity, education needs and military leave.
- c. When a prolonged staffing shortage occurs despite a documented recruitment campaign.

Employees may bump any temporary employee with at least four (4) hours notice.

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

A temporary employee who works at the Hospital for greater than a ninety (90) calendar day period shall become and remain a member of the union as a condition of employment.

The Hospital shall provide the union with a list of temporary employees, the hours of work, assignments, and hourly rates of pay. Such information shall be provided to the union on a monthly basis.

1.04 Work Preference for Bargaining Unit Employees #4

All preference for all available bargaining unit work and time shall be given to bargaining unit employees over any other individuals.

A non-bargaining unit employee shall be pulled, reassigned, cancelled, or transferred before bargaining unit employees.

Except for occasional assistance and training, and in unforeseen emergency circumstances, supervisors/managerial staff shall not perform the work customarily performed by bargaining unit employees.

1.05 Sub-contracting #5

There shall be no sub-contracting of bargaining unit work during the term of the agreement.

1.06 New Workplace Technologies #6

When used in this section, the term “technologies” shall be interpreted to include computer hardware and software, materials, equipment, machinery, and tools.

The Hospital shall provide the Union, in writing, with advanced notice of any proposed changes in technologies at least ninety (90) days before the proposed date of implementation. Such notice shall contain a full description of the change, the proposed implementation timetable, and the impact on employees

No members of the bargaining unit shall be laid off or lose wages and benefits as a result of new workplace technologies.

Nothing in this section shall be interpreted to replace or diminish the Union’s statutory right to bargain over any changes that are mandatory subjects of bargaining and/or that impact mandatory subjects of bargaining.

1.07 Status of the Bargaining Unit #7

The Employer shall not raise or challenge the non-supervisory status of any positions currently in the bargaining unit. The parties further agree that any positions currently in the bargaining unit, irrespective of any future ruling by the National Labor Relations Board, will continue to be considered part of the bargaining unit.

The responsibilities/job duties of any position currently in the bargaining unit, or the responsibilities/job duties that are or may be assigned by the Employer to any bargaining unit employee, shall not include or be considered in any way supervisory or managerial duties as defined or may be defined by the National Labor Relations Board.

The parties recognize and agree that employees are not acting in the capacity of a supervisor when they are the Charge Nurse or when they function as peer interviewer, participant in a hospital committee, scheduler, or preceptor. The employees in any positions currently in the bargaining unit do not have authority in any capacity, while assuming any role that may be assigned to them by the employer or which he / she may otherwise volunteer for, to hire, transfer, suspend, lay off, promote, discharge, assign, reward, or discipline employees, or responsibly direct them, or to adjust their grievances, or effectively to recommend such action. In the event it is determined that any such work is determined to be supervisory as defined by the National Labor Relations Act , then such assignment shall be strictly voluntary on the part of the employees in any position currently in the bargaining unit.

1.08 Successors #8

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, affiliation or disaffiliation of the Hospital or a merger of the Hospital, this Agreement and its terms and conditions shall be binding on all parties, including the successor entity, for the life thereof.

1.09 Information to the Union #9

The Hospital agrees to provide the Union with a list of all employees, their addresses, telephone numbers, e-mail addresses, date of hire, classification, status, assignment, current rate of pay, social security number and the date of birth and the amount of dues deducted every six months. The Hospital 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 or changes in the information above.

The Hospital shall provide new employees with dues deduction authorization forms, 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 and in an electronic format compatible with the specifications given by the Union.

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

1.10 Union Representatives #10

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.

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

Employees who attend meetings at the Hospital while conducting union business shall not suffer a loss of pay for time spent at such meetings. Such working time spent in attendance shall be considered time worked for the purpose of calculating overtime. Employees who attend such meetings, if scheduled to work, shall be released with pay by the Employer.

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

1.11 Union Days #11

Forty (40) days off with pay per year will be available for the use of duly elected or appointed Union officials for the conduct of local Union business, conferences, Union meetings, or educational conferences. Unused days may be accumulated and may be rolled over into the following year. 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 notice for use of such days shall be given twenty-four (24) hours in advance.

1.12 Union Communications #12

The Employer will provide a bulletin board by the cafeteria. Such bulletin board will have a glass or Plexiglas door that will be locked for the exclusive use of the Union. The bulletin board will be a double door type approximately 48 X 32 inches.

The Employer shall mount a mailbox with a lock that will be provided by the Union. The mail box will be located in the lobby for the use of the Union.

Employees shall be entitled to use their hospital e-mail accounts for the purposes of investigating grievances and administration of the agreement.

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

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

1.13 Union Security #13

To the extent not inconsistent with the law, it shall be a condition of employment that all employees of the Hospital 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 (30) 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 ninetieth (90th) 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 Hospital, 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 Hospital by the Union to such effect, obligate the Hospital to discharge such person. The Hospital shall have fifteen (15) days following the receipt of such written notice to take action on the Union's demand to discharge said employee. If during said period of time the employee tenders or pays the amount lawfully owed, the Union must notify the Employer in writing and the Employer shall not be required to discharge said employee.

1.14 Dues Check-off #14

The Hospital 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 Hospital 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.

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.

The Union shall indemnify the Hospital and hold the Hospital 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.

Membership dues or fees and fees deducted shall be forwarded to the Union by the fifteenth (15) day following the payroll deduction. The Hospital shall list the names, hours worked, gross pay and the amount of dues or fees for service deducted from each employee.

The Hospital will provide the Union with such information on computer diskette in an electronic format as requested by the Union.

1.15 Voluntary COPE Deduction #15

Upon receipt of a voluntary, duly authorized check-off authorization, the Employer 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.

1.16 Labor-Management Committee #16

A Labor-Management Committee composed of five (5) representatives selected by the Hospital and five (5) representatives selected by the Union shall be formed. The committee shall meet to discuss and resolve issues that arise during the course of the contract term.

The meetings will occur monthly unless urgent matters require more frequent meetings.

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

The Committee is not intended to circumvent the grievance procedure or the collective bargaining process.

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

1.17 Hospital Committees #17

The Employer shall have the right to establish committees in the workplace that involve bargaining unit employees. The Employer shall notify the Union of all existing committees on which bargaining unit employees participate and when new committees are established by the Employer that include bargaining unit employees.

Such notification shall include the purpose of each committee, the meeting schedule, and the bargaining unit employees involved. Bargaining unit committee members shall be afforded time and coverage of their assignment by the Employer during the work day to attend such meetings for their complete duration. Participation in all such committees shall be voluntary. Employees will receive their regular rate of pay for attendance at committee meetings.

Such Committees shall not deal with wages, hours, terms or conditions of employment, and there shall be no changes in wages, hours or working conditions of bargaining unit members as a result of decisions made in such Committees.

In the event that the Employer establishes a committee pursuant to a federal or state law, regulation, or directive, and such committee is concerned with employees' working conditions, then the Union shall be guaranteed at least two (2) representatives on the committee. The Union shall select its representatives to the committee.

1.18 Maintenance of Past Practices #18

Implementation of this Agreement shall not act to eliminate, reduce, or diminish any conditions or benefits provided to employees before the effective date of this Agreement. The Employer will not make changes in any mandatory subject of bargaining except by mutual agreement of the parties.

ARTICLE 2. RIGHTS OF EMPLOYEES

2.01 Non-Discrimination #19

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

2.02 Discharge and Discipline #20

The Hospital shall not discharge, discipline, or suspend any employee except for just cause.

Except for egregious offenses, the Hospital shall follow a policy of progressive discipline.

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

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

Prior to any meeting with an employee, the Hospital shall inform the employee of the nature of the meeting and whether such meeting could lead to discipline or is disciplinary in nature. The employee shall have the right to have a Union Representative of his or her choice at the conference.

Disciplinary or investigatory meetings shall be scheduled at mutually convenient times for the Hospital, Union representative and employee, and not on the employee's day off.

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

2.03 Grievances and Arbitration #21

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:

Step 1

An employee(s) having a grievance shall take it up with said employee's nurse manager as soon as possible in an attempt to reach a satisfactory settlement..

An authorized Union representative shall have the right to participate in all such discussions. The Hospital shall give its answer to the employee and/or an authorized Union representative within five (5) calendar days after the presentation of the grievance in Step 1.

If the nurse manager does not have the authority to remedy the grievance, the grievance may go directly to Step 2.

Step 2

Should the employee or Union be dissatisfied with the Hospital's disposition of such grievance in Step 1, the grievance may, within ten (10) calendar days after the answer in Step 1, be presented at Step 2 to the Vice President for Patient Care Services or his/her designee.

When grievances are presented in Step 2, they shall be reduced to writing, signed by the grievant and/or the Union representative.

The Vice President or his/her designee will meet with the grievant and/or Union representative within five (5) calendar days of receipt of the grievance and shall respond in writing within five (5) calendar days after the meeting.

Step 3

Should the employee or the Union be dissatisfied with the Hospital'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 CEO of the Hospital and/or his/her designee. Discharges or suspensions shall be brought directly to Step 3 of the grievance procedure. The CEO and/or his/her designee will meet with the grievant and/or Union representative within five (5) calendar days of the receipt of the grievance and shall respond in writing within five (5) calendar days after the meeting.

Step 4 - Arbitration

Should the Union be dissatisfied with the Employer's disposition of such grievance in Step 3, the Union may notify the employer, in writing, of its intent to take an appeal to arbitration. Such notice shall be given within thirty (30) calendar days of receipt of the Step 3 decision, or the date it was due.

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

Each party will be responsible for one-half (1/2) the total cost of the arbitrator as well as the location of the hearing. Each party will be responsible for the expenses of its own witnesses or selected and called by a party to appear before an arbitrator.

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

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

Procedures:

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

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

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

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 (AAA) 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 sixty (60) 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 upon a mutual date within the sixty (60) 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 date 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.
- There shall be no post-hearing briefs. Each side shall make an opening statement and concluding statement to identify their position and proofs.
- Both sides agree to accept the decision of the arbitrator as final and binding, and will not appeal his/her decision to the court system.

2.04 Personnel Files #22

An employee shall be granted access to all his/her personnel file(s), including evaluations. Copies shall be provided as soon as is reasonably possible but in no event more than three (3) days thereafter. Nothing will be added to an employee's file without the knowledge of the employee.

An employee shall be allowed to place in his/her file a response of reasonable length to anything contained therein. Further, an employee may request the expungement of materials included in the file where there are pertinent and substantive inaccuracies, for reasons of time duration, relevance, or fairness.

A written memorandum of verbal or written warning(s) will be removed from the all employee files once it becomes twelve (12) months old.

ARTICLE 3. DEFINITION AND STATUS OF EMPLOYEES

3.01 Classification of Employees #23

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

A full-time employee shall be defined as an employee who is regularly scheduled to work at least thirty five (35) hours per week.

A part-time employee is defined as an employee who is regularly scheduled to work less than thirty five (35) hours per week.

Per Diem employees work on an "as needed" basis in accordance with their availability, but are not obligated to work a scheduled shift, subject to proper notice being given.

Unless stated otherwise, part time employees will be entitled to prorated portion of all benefits and time off.

3.02 Change in Status #24

Any change in status must be requested in writing and approved by the manager.

Change in status shall not delay the use of entitled benefits. If such change results in the entitlement of benefits, coverage will be effective on the first of the month following the status change (if the status change occurs on the first day of the month, entitlement to benefits will be on the same day).

Employees moving into per diem positions shall be paid out for all accrued but unused Benefit Time and sick time at their current rate.

3.03 Probationary Period #25

Newly hired employees shall be considered probationary for a period of ninety (90) calendar days from the date of employment. The Hospital 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.

During or at the end of the probationary period, the Hospital may discharge an employee at will and such discharge shall not be subject to the grievance provisions of this Agreement.

3.04 Job Description #26

New employees shall receive a job description for the specific position he/she has been hired. Upon request from a current employee, the Hospital shall provide the employee with their job description.

The parties recognize that Registered Nurses are highly educated professionals whose chief responsibility is patient care. Except in cases of emergency where to fail to do so immediately jeopardizes and interferes with patient care, employees shall not be required to perform non-nursing duties.

3.05 Seniority: Definition and Commencement #27

Seniority shall be defined as the length of an employee's continuous service with the Hospital. 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 from the date of last hire.

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.

3.06 Layoff and Recall Procedures #28

A. In the event a layoff or reduction of hours is necessary, 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 Hospital decides to affect a layoff. A minimum layoff notice of thirty (30) calendar days shall be provided to the Union, the affected employees and those who might be affected, except in cases of an unplanned layoff.

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

B. At the request of the Union, the Hospital 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. LAYOFF PROCEDURES: In case of a layoff, the following procedure shall be applied to an affected employee in order of Hospital-wide seniority:

1. The Hospital will first seek volunteers. 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 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) A full-time employee will be given the choice of bumping from a list of positions occupied by the least senior full-time employees on the employee's shift. The employee may bump into any position that he/she is qualified to perform the job. An employee shall be deemed "not qualified" if the employee would require more than sixty (60) days orientation for the position in question.
 - b) An employee who is deemed "not qualified" for a particular position will be given the option to bump into another position based on seniority. The list of positions will be equal in number to the number of employees scheduled to be laid-off on that shift. If the employee chooses not to bump any employee from the list described above, the employee may bump the least senior full time or part-time employee at the option of the affected employee.
 - c) A part-time employee can only bump a part-time employee.
 - d) A laid-off employee is eligible to work as a per diem.
 - e) The most senior employee may bump the least senior employees on the list on the same shift and in the same classification (i.e., Full-time or part-time). If there is no less senior employee on the same shift and in the same classification who the employee can bump, then,
 - f) Viewing the employees on the other shifts as one group, the most senior employee may bump the least senior employee in this group in the same job title.
5. If the employee chooses not to bump the least senior person in the bargaining unit, 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 forty-eight (48) hours from the date of notification of layoff and bumping options in which to advise the Hospital whether or not they intend 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
7. The Hospital shall send notice of layoff to the affected employees either by

personal delivery in the Hospital 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 Hospital.

The notice period will be extended for up to four weeks or the length of the trip, whichever is less, for employees traveling outside of the country at the time the layoff was announced.

D. **REDUCTION IN HOURS:** In the case of a reduction of hours in a department or unit, the Hospital will first seek volunteers, then,

1. The least senior employee in the unit or department will have their 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 provided that with a reasonable amount of orientation the employee is currently qualified. (This continues through each affected employee in seniority order.)
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 whose 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 or her original position, the employee shall have the option of returning to their original position if it becomes available. Recall rights shall be effective for one (1) year from the effective day of layoff.

F. **SUPERSENIORITY:** Superseniority shall be accorded to five (5) designated Union representatives who administer the contract for the purpose of layoff and recall only.

3.07 Loss of Seniority #29

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 ten (10) working days from the mailing of a recall notice sent by certified mail, return receipt requested, and regular mail, to the employee at the employee's last known address on the Hospital's payroll record advising the employee that work is available, unless there is a valid reason for the failure to respond; 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 Hospital 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 Hospital. 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 Hospital; or
- G. An employee does not work or is otherwise absent from employment for any reason for a period of 24 consecutive months.

3.08 Seniority: Application and Accrual #30

Seniority shall apply to all issues involving layoff, recall, reduction of hours, pension, accrual, scheduling and the use of paid time off, as well as the bumping or bidding for vacant positions.

3.09 Seniority List #31

The Hospital shall maintain a seniority list showing the names of employees, their date of hire, classification, and department; and shall keep such list current. The Hospital shall provide a copy of such list to the Union every six (6) months.

3.10 Severance Pay #32

Employees with one (1) or more years of seniority who are laid off permanently shall receive one (1) week's pay for each year of continuous service with the Employer. Medical benefits shall continue and be paid for a period of six (6) months by the Employer.

3.11 Temporary Closure of a Unit #33

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 60% or more and there are more employees assigned than required by patient care needs, the Hospital will make its best efforts to reassign employees to work on units and departments within their nursing skill area.

If there are no vacancies within the nursing skill area, the employer will not unreasonably deny employees the right to temporarily fill vacant positions. Positions shall be offered to the most senior first.

If there are no vacant positions, the employee will be assigned to work on a unit or department outside of his/her nursing skill area which he/she is qualified provided he/she receives proper training and orientation. Nurses who are floated shall not be assigned charge responsibilities or duties, nor be given assignments not commensurate with their experience and background.

In addition to the above, at the employee's option only, the employee may a) utilize Benefit Time accruals or b) take time off without pay.

The parties understand and agree that an employee is not responsible to care for patients or operate equipment for which the employee is not licensed, oriented 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.

Unless the assignment involves duties for which the employee is not qualified, oriented or licensed, the employee shall accept the assignment and may grieve it later.

3.12 Job Posting #34

The Hospital shall post notices of all vacant and new positions.

Posting and Procedure: In the event the Hospital intends to fill a bargaining unit position or create a new job which would be applicable to the bargaining unit, the Hospital shall post notices of available positions for fourteen (14) calendar days on the bulletin board and the Hospital's Intranet. The Hospital agrees to post vacancies as soon as the vacancy or new position is anticipated. A list of unfilled, vacant positions will be available to all employees.

An employee desiring to apply for a position shall submit a request in writing to the Director of Human Resources. The Hospital will conduct the interview process in a timely manner. The Hospital shall notify all internal applicants of the status of their request every two (2) weeks.

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

In the event that the position remains unfilled for fourteen (14) days because no bargaining unit or other applicant has demonstrated the ability, qualifications or experience for the position, the

Hospital 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:

- The employee and manager agree on a schedule that meets the needs of the department and the employee.
- The education program will not substitute for departmental orientation, but may be concurrent.

On a weekly basis, a current 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 that whether it is a bargaining unit job.

Trial Period. The successful applicant for the position, if a bargaining unit employee, must perform the job to the satisfaction of the Hospital 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 Hospital, the employee shall be returned to the employee's former position, if available, or to a comparable position. 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 ninety (90) calendar days after starting the new position.

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.

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

3.13 Resignation and Terminal Benefits #35

An employee who resigns is required to provide three (3) weeks advance notice to the Hospital. By mutual agreement between the employee and the Hospital, an employee may elect to use accrued Benefit Time during this period.

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

Employees shall be entitled to terminal benefits of all accumulated, unpaid Benefit Time.

ARTICLE 4. PROFESSIONAL PRACTICE AND ENVIRONMENT

4.01 Training and Orientation of Employees #36

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. For new employees, the orientation program will be a minimum of six (6) weeks for non-specialty areas and a minimum of twelve (12) weeks for specialty areas. New employees who are graduate nurses may have their orientation extended, as determined by the preceptor and Nurse Manager. For transferred employees, the orientation will be a minimum of two (2) weeks for non-specialty areas and a minimum of twelve (12) weeks for specialty areas. During such time, the orientee will not be counted in the daily staffing numbers.

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 for a new employee, a qualified preceptor shall be assigned. The new employee's schedule shall be identical to his/her preceptor for the length of the orientation except when waived by mutual agreement of the Manager, preceptor, and orientee.

4.02 Continuing Education #37

An organized program of continuing education will be provided during scheduled work time. 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.

Full-Time and Part-time employees (on a pro-rated basis) shall be provided up to five (5) paid days (40 hours) off per year to attend educational programs required to maintain state or national licensure or certification or to gain skills in their current job or other nursing specialty. Per Diem nurses shall be entitled to receive one (1) paid day off for every four hundred (400) hours of work. Any program mandated by the employer will be compensated in addition to the above. Unused days may be rolled over to the following year.

Fees for registration for courses, fees for applications and fees for testing to maintain licensure or certifications shall be reimbursed, upon successful completion, at 100%. The cost of examination fees for specialty certifications and re-certifications will be reimbursed, upon successful completion.

Prior notice of such courses must be given to the Unit Manager.

4.03 Tuition Reimbursement #38

Full-time employees, part-time employees, and per diem employees (those who work one thousand (1000) or more hours in a year) who have completed their probationary period may

request reimbursement for the tuition costs of college courses which are related to their position. The Hospital shall reimburse the otherwise unreimbursed employee cost of tuition as follows:

- A maximum of \$6,000 per year for full-time employees and \$3,000 per year for part-time employees and per diem employees who work one thousand (1000) hours or more, for undergraduate courses in a related field;
- A maximum of \$7,000 per year for full-time employees and \$3,500 per year for part-time employees and per diem employees who work one thousand (1000) hours or more, for courses towards a Masters or Doctoral degree in a related field.

4.04 Staffing #39

PROPOSAL FORTHCOMING

4.05 Floating #40

PROPOSAL FORTHCOMING

4.06 Fluctuation of Census #41

The Employer retains the discretion to temporarily reduce staffing on a given unit and shift due to a significant reduction of census, according to the following procedure:

- (a) Volunteers shall be sought first.
- (b) Cancel agency staff.
- (c) Cancel scheduled overtime.
- (d) Per diem personnel will be canceled.
- (e) Regular staff will be canceled on a rotating basis starting with the nurse on duty with the least seniority.

An employee who is called off shall have the option of (1) floating to another unit, subject to availability; (2) applying Benefit Time off; or (3) taking unpaid time off.

Employees will accrue benefits for the full shift regardless of whether they choose to apply paid time off.

The Employer will attempt to contact an employee who is to be “downstaffed” at least two (2) hours prior to the start of the shift. If the employee is canceled after reporting to work, the employee will be provided at least four (4) hours pay or work.

In the event the census on a unit increases and an employee who is not scheduled to work is asked to work an additional shift, such employee shall receive time and a half for all hours worked during that shift.

4.07 Health and Safety #42

A. Employer Obligation

The Employer will observe and comply with all local, state, and federal health and safety laws and regulations, and will provide and maintain a safe and healthy workplace, free of recognized hazards.

No employee shall be expected to perform work that is dangerous to their personal safety and health.

Affected employees shall receive appropriate in-service training on new safety equipment, devices, and materials.

B. Joint Health and Safety Committee

A joint Health and Safety Committee composed of five (5) representatives chosen by the Union and five (5) representatives chosen by the Hospital shall be formed.. The committee will meet monthly and as deemed necessary.

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

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

Sub-committees of the Committee shall develop, implement, and monitor policies and procedures in the following areas: Safe Patient Handling and Ergonomics, Violence Prevention, and Needle Safety.

C. Protective Equipment and Security

The Employer shall provide protective equipment and/or protective clothing as may be required by applicable regulations and laws, or policies of the Employer.

All employees shall be instructed and fitted for TB masks during their work hours on an annual basis. Such masks shall be available in all patient care areas.

The Employer shall provide in-service training on latex safety and agrees to establish standards of care and procedures to ensure the safe usage of latex in patient care.

The Employer shall provide respiratory protection for H1N1 flu and other airborne pathogens.

The Employer and the Union shall meet and discuss the credentials and qualifications of security staff provided by a contractor.

4.08 Employee Facilities #43

The Employer shall provide free, on-site parking for employees in designated areas adjacent or close to the facility. There shall be sufficient parking spaces for employees on all shifts. Such areas shall be well lit and adequately maintained. A security escort will be provided to all employees requesting such protection.

The Employer shall provide staff lounges for meal periods and rest breaks. These areas shall be well lit and ventilated, and contain furniture that is clean and in good repair. In addition, the Employer shall provide lockers for employees' coats and personal articles on or adjacent to each unit.

PROPOSAL FORTHCOMING ON CHILD CARE FACILITIES

ARTICLE 5. HOURS OF WORK, OVERTIME, AND SCHEDULES

5.01 Workweek and Workday #44

PROPOSAL FORTHCOMING

5.02 Shift Hours #45

PROPOSAL FORTHCOMING

5.03 Shift Rotation #46

There will be no shift rotation except on a voluntary basis. A full-time or part-time employee who voluntarily rotates to another shift shall receive an additional \$3.00 per hour for the course of the rotations.

5.04 Experimental Shifts #47

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

5.05 Weekend Work Requirement #48

PROPOSAL FORTHCOMING

5.06 Work Schedules #49

The Hospital shall post a four (4) week work schedule, no more than three (3) and no less than two (2) weeks prior to the commencement of the schedule. Requests for time off shall not be unreasonably denied. Once posted, the schedule shall not be changed except by mutual agreement. The posted work schedules will include the names of the employees at the time the schedule is posted. The Hospital will give first preference to those who signed up to work via API or the unit-specific master schedule over any work assigned to agency staff. The Hospital shall post a full complement of staff at the time of posting.

Individual units will continue with current practices for scheduling work, including self-scheduling, except as may be modified by this agreement.

Nurse 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.

An “Availability Book” will be kept in the Nursing office and shall be readily accessible to the employees. Any one who wants to be called to work overtime can list their name along with the unit, shift and date they are 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 staff.

An employee may “switch” a shift with another employee in his/her unit, provided that the switch does not cause overtime and the Nurse Manager is immediately notified of the switch.

5.07 Overtime #50

The Hospital will comply with the New Jersey law restricting mandatory overtime, N.J.S.A 34:11-56a31 et seq. In the event it becomes necessary to mandate overtime consistent with the law, the affected employee will only be required to work on his/her regularly scheduled unit. No other employee will be floated or reassigned as a result of mandatory overtime.

When overtime is deemed necessary by the Hospital, the Hospital shall ask for volunteers. When two or more employees volunteer for the overtime assignment, the Hospital 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 cancel must provide the Hospital with four (4) hours notice for their intent to cancel. The Hospital must provide the employee with four (4) hours notice of cancellation of overtime or the employee shall be compensated for the full shift.

A log book will be kept by the Hospital and will be accessible to the employees at all time, in order to ensure equal distribution of overtime among employees.

5.08 On-Call Procedures and Pay #51

PROPOSAL FORTHCOMING

5.09 Breaks and Meal Periods #52

Eight (8) hour shift employees shall be entitled to two (2) paid breaks of fifteen (15) minutes each for each eight (8) hours in addition to an unpaid lunch of thirty (30) minutes. Twelve (12) hour shift employees will be entitled to three (3) paid fifteen (15) minute breaks plus the thirty (30) minutes unpaid lunch. Breaks shall be scheduled by mutual agreement between the employee and the Hospital. Missed breaks and meal periods will be compensated at the premium compensation rate of pay.

5.10 Daylight Savings Time #53

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

5.11 Starting Times

#54

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 Hospital.

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

ARTICLE 6. SALARY AND DIFFERENTIAL PAYMENTS

6.01 Regular Compensation Rate #55

Regular compensation rate shall be defined as the employee's base hourly rate of pay plus any entitled differential, including shift differential. Regular compensation rate will apply to all work time up to forty (40) hours in one (1) week.

6.02 Premium Compensation Rate: Overtime Work #56

Premium compensation rate shall be defined as the regular compensation rate at time and a half (1 ½). All hours worked in excess of forty (40) hours in a week shall be paid at premium compensation rate.

Paid time off shall be considered time worked for the purpose of calculating overtime payments in a given work week.

6.03 Pay Period/Pay Checks #57

Frequency of pay will continue as heretofore. Paychecks will be available to the employee on Thursday of pay week. Pay stubs will clearly identify specific hours worked and compensated, entitled rates, each deduction and each differential.

When an error in pay has been brought to the attention of the Nurse Manager or designee, the Hospital 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, the Hospital will be responsible for any such fee.

The Hospital shall continue the Direct Deposit Program.

6.04 Wages and Experience Recognition #58

PROPOSAL FORTHCOMING

6.05 Wages #59

PROPOSAL FORTHCOMING

6.06 Shift Differential #60

PROPOSAL FORTHCOMING

6.07 Weekend Differential #61

PROPOSAL FORTHCOMING

6.08 Charge Pay #62

PROPOSAL FORTHCOMING

6.09 Preceptor Differential #63

PROPOSAL FORTHCOMING

6.10 Education Differential #64

PROPOSAL FORTHCOMING

6.11 Certification Differential #65

PROPOSAL FORTHCOMING

6.12 Uniform Allowance #66

PROPOSAL FORTHCOMING

ARTICLE 7. PAID TIME OFF

7.01 Definition and Applicability #67

Paid time off will be defined as Benefit Time and any other paid leaves of absence.

Part-time employees shall receive a pro-rated amount of paid time off. Per diem employees are not eligible for paid time off.

Paid time off shall be considered time worked for the purpose of calculating overtime payments in a given work week.

7.02 Holidays #68

PROPOSAL FORTHCOMING

7.03 Holiday Pay #69

PROPOSAL FORTHCOMING

7.04 Holiday Scheduling #70

PROPOSAL FORTHCOMING

7.05 Benefit Time #71

PROPOSAL FORTHCOMING

7.06 Benefit Time Accruals #72

PROPOSAL FORTHCOMING

7.07 Benefit Time Requests and Payment #73

PROPOSAL FORTHCOMING

7.08 Carryover of Benefit Time #74

PROPOSAL FORTHCOMING

7.09 Donation of Benefit Time #75

PROPOSAL FORTHCOMING

7.10 Benefit Time: Rehire, Transfer, or Change in Status #76

PROPOSAL FORTHCOMING

7.11 Sick Time #77

PROPOSAL FORTHCOMING

7.12 Bereavement Leave #78

PROPOSAL FORTHCOMING

7.13 Jury Duty Leave #79

PROPOSAL FORTHCOMING

ARTICLE 8. UNPAID LEAVES OF ABSENCE

8.01 Procedures #80

Unpaid leaves of absence include personal/discretionary leave, military leave, educational leave, statutory family/ medical leave, disability leave, workers compensation leave, and union leave.

Except in cases of emergency, a request for a leave of absence or extension thereof shall be submitted to the Hospital fourteen (14) calendar days prior to the commencement of extension of the leave being sought. Requests for a leave shall not be unreasonably denied. A denial of Union, personal/discretionary or educational leave shall not be unreasonable if it is based on the operational or staffing needs of the Hospital. The Hospital 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 Hospital shall notify the Union, in writing, within twenty-four (24) hours of the time the employee is notified.

8.02 Personal/Discretionary Leave #81

An unpaid personal/discretionary leave of absence not to exceed six (6) months per year will not be unreasonably denied. Benefit Time accruals may be taken in conjunction with a personal/discretionary leave.

8.03 Education Leave #82

An unpaid education leave of absence to attend school full-time, not to exceed the lesser of six (6) months or a period of time equivalent to the employee's length of service, will not be unreasonably denied. Benefit Time accruals may be taken in conjunction with an education leave.

8.04 Disability Leave #83

An unpaid leave of absence of up to six (6) months will not be unreasonably denied for an employee who has completed at least three (3) 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 six (6) months. Medical leaves, excluding job-related illnesses, shall be counted toward statutory family/medical leave and shall be deemed to commence on the first day of the leave.

The Hospital will supplement temporary disability payments during the term of a disability leave, up to sixteen (16) weeks, to provide the employee with his/her full salary.

The employee will be responsible for providing medical documentation, satisfactory to the Hospital, 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) prior to returning to work.

8.05 Statutory Family/Medical Leave #84

Family medical leave shall be granted in accordance with applicable law to any employee who has completed the employment time requirements required by law. Leaves taken pursuant to this Section shall be in addition to any other leave provided by this Article, and shall be deemed to commence on the first day of the leave.

8.06 Military Leave #85

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

8.07 Union Leave #86

An unpaid 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 twelve (12) 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 Hospital will make its best effort to release the employee sooner than thirty (30) days.

No more than one (1) employee 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 Hospital will make its best efforts to fill the position on a temporary basis for the entire length of an employee's leave of absence. Upon the expiration of the leave, the employee will be entitled to return to his/ her former position.

8.08 Workers Compensation Leave #87

An employee who is unable to work because of a work-related injury or illness related to his/her employment at the Hospital will be granted an unpaid leave of absence (workers' compensation payments are made per insurance and state law).

Eligible employees may receive a maximum of twenty four (24) months of leave.

Upon the expiration of this leave the employee shall be entitled to work in the same position (same title, unit, shift and salary) without loss of seniority.

Seniority and Benefit Time shall accrue for the duration of an approved workers' compensation leave. Additionally, for the duration of such leave, an employee shall continue to receive health insurance benefits on the same terms preceding the workers' compensation leave.

8.09 Modified Duty Assignments #88

Should circumstances warrant, an employee may return to work from a temporary work-related injury or illness or from a disability leave on a modified duty assignment. Such an assignment is not a regular position, but is created for the purpose of rehabilitation and acceleration of an employee's return to work.

Modified duty assignments are temporary and are limited to a maximum of eight (8) weeks. An employee who has received medical clearance to participate in modified duty shall be eligible for consideration in this program. Priority will be given to employees with a work-related injury or illness.

An employee on a modified assignment will maintain his/her regular rate of pay and benefits while on the assignment.

8.10 Accrual of Seniority and Benefits While on a Leave of Absence #89

During the first ninety (90) days of any leave granted pursuant to this Article, an employee shall continue to accrue Benefit Time and seniority.

Insurance benefits shall be continued for the duration of any authorized leave on the same basis as provided before the commencement of the leave.

8.11 Return from a Leave of Absence #90

Upon the expiration of an unpaid leave of absence less than ninety (90) days, the employee shall be entitled to return to his/her former position.

Upon the expiration of an unpaid leave of absence longer than ninety (90) days, the employee shall be entitled to return to his/her former position, if available, or comparable position for which s/he is qualified until a vacancy in his/her former position becomes available. An employee may be deemed "not qualified" if the employee would require more than sixty (60) days orientation for the position in question. If any employee fails to return to work at the end of any approved leave or extension, all rights to reinstatement shall terminate, unless the employee had valid reason for failure to return.

The Hospital 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 Hospital may fill the position on a permanent basis.

8.12 Hospital Policy #91

The Hospital's policy on leave of absence (A-0631) shall be in effect, provided, however, that any provision of the policy that is inconsistent with or contradicts any provision of the Agreement shall be null and void.

IX. Group Benefit Plans

9.01 Medical and Prescription Plans #92

PROPOSAL FORTHCOMING

9.02 Dental and Vision Plans #93

PROPOSAL FORTHCOMING

9.03 Flexible Spending Account (FSA) #94

PROPOSAL FORTHCOMING

9.04 Voluntary Long Term Disability #95

PROPOSAL FORTHCOMING

9.05 Pension #96

PROPOSAL FORTHCOMING

9.06 Retiree Medical Benefits #97

PROPOSAL FORTHCOMING

9.07 Group Life Insurance #98

PROPOSAL FORTHCOMING

9.08 Hospital Discounts #99

PROPOSAL FORTHCOMING

ARTICLE 10. SEPARABILITY #100

This Agreement and its component provisions are subordinate 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 provision 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 11. DURATION #101

This Agreement shall become effective _____ and shall continue in full force and effect through _____, unless the parties mutually agree in writing to extend, revise, or modify the contract for an additional specified term.