AGREEMENT

BETWEEN

MORRISON MANAGEMENT SPECIALISTS,
A DIVISION OF COMPASS GROUP

OPERATING AT

BERGEN REGIONAL MEDICAL CENTER

AND

JNESO-DISTRICT COUNCIL 1, IUOE/AFL-CIO

Agreement Effective: July 1, 2014 through June 30, 2017

Op.#: 19052

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PREAMBLE

This Agreement made by and between Morrison Management Specialists, A Division of Compass Group (Bergen Regional Medical Center location) in Paramus, New Jersey, hereinafter referred to as the "Employer," and JNESO - District Council 1, IUOE/AFL-CIO, hereinafter referred to as the "Union," has as its purpose the conditions of employment not governed by law or inherent management rights.

ARTICLE 1 - RECOGNITION

Section 1. Employer recognizes JNESO as the exclusive representative of all Dieticians (Registered and Non-registered), employed by the Employer for purpose of collective negotiations.

Excluded from the bargaining unit shall be all managers, confidential and clerical employees, supervisors, temporary employees and guards as defined in the National Labor Relations Act. Temporary employees are those hired for a specified period of time not to exceed the length of the project the employee was hired to perform or the length of the leave of absence of the employee the temporary employee is replacing. The length of temporary employment may be extended with Union concurrence.

Section 2.

a) Throughout this agreement JNESO shall be referred to as the "Union."

b) The Bergen Regional Medical Center/Morrison Management Specialist Dietician Local Unit shall be referred to as the "Local."

c) Whenever the word "employees" is used in this Agreement it shall mean the employees in the bargaining unit.

Section 3. Reference in this Agreement to the female gender shall include the male gender as well and vice versa.

ARTICLE 2 - UNION NOTIFICATION

Section 1. The Union and the Local shall be notified at the Employer's earliest convenience, not to exceed ten (10) working days exclusive of Saturdays, Sundays and holidays, of any and all proposed new rules, policies, procedures and/or modifications of existing rules, policies and procedures governing working conditions. Changes which are the subject of mandatory negotiations will be negotiated with the Union and the Local before they are established or promulgated.
(ARTICLE 2 - UNION NOTIFICATION continued)

Section 2. The Employer agrees to notify the Local of all newly hired employees represented by the Union. Notification shall be monthly, and information shall include the name, full address, telephone number, shift, unit assignment, employment status, number of hours weekly, effective salary rate and date of employment. Monthly notice will also state any change in status, termination/resignation, name change and leave of absence.

Newly hired employees shall be advised by the Employer that JNESCO is the exclusive bargaining agent for the Dietician Unit and of the existence of a Union Shop. The union shall be provided fifteen (15) minutes to speak to newly hired staff members during the Employer’s orientation period.

The Employer shall maintain a bulletin board for the exclusive use of the bargaining unit, in an area of the Hospital to which all employees covered by this Agreement have access, for the purpose of posting notices of Union activities, meetings, etc. No material shall be posted which contains profane or obscene language or which is defamatory of the Employer or its representatives and employees, or which is critical or condemns the methods, policies or practices of the Employer.

Section 3. Time for negotiations will be mutually agreed upon by the Union and the Employer. Three (3) members of the Local’s negotiation committee who are on duty or who are scheduled to work that day while attending negotiations shall receive their customary rate of pay, as well as a one-half (1/2) hour period prior thereto for consultation purposes without loss of pay.

Section 4. Any member who is required to attend a meeting such as a formal grievance meeting or any other meeting called or agreed to by management shall receive their customary rate of pay.

ARTICLE 3 - LABOR MANAGEMENT MEETINGS

Labor-Management meetings, shall meet to discuss matters (pending grievances or items properly handled under the Grievance Procedure shall not be included) considered important by either the Local or the Employer may be arranged for by mutual agreement between the Local Dietician President and the Employer designee. Meetings shall be scheduled monthly (defined to be at least ten [10] times per year), unless otherwise agreed upon by both parties. Under all circumstances, these meetings must be held at least quarterly. Such meetings shall be attended by such representatives of the parties as each deem useful to the discussion. Arrangements for the time, date and place of such conferences shall be made as far in advance as possible including a proposed list of employee attendees and an agenda of the matters to be taken up at the meeting. The members of the Local attending such conferences shall not lose time or pay for time so spent, nor for up to one-half (1/2) hour spent in meeting together preceding such a conference. Minutes will be taken by the recording secretary of the Local or designee.
ARTICLE 4 - EMPLOYEE RIGHTS

Section 1. The Employer hereby agrees that every employee subject to this Agreement shall have the right to freely organize, join, and support the Union and its affiliation for the purpose of engaging in collective negotiations.

Section 2. The Employer shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Union and its affiliates or participation in any lawful activities of the Union, or its affiliates, collective negotiations with Morrison Management Specialists, of any grievance, complaint or proceeding under this Agreement.

ARTICLE 5 - MANAGEMENT RIGHTS

Section 1. The Employer has both the legal responsibility and the sole right to manage the services for and except as specifically limited in this Agreement, to: hire, assign, transfer, promote, schedule, lay off, recall, discipline, demote, discharge for good cause its employees and direct them in their work, and control all Employer property.

Section 2. Except as this Agreement otherwise specifically provides, the management of and direction of the work force shall be in the sole discretion and the sole responsibility of the Employer, and except as otherwise provided herein, the employer retains the sole and exclusive right to promulgate rules and regulations within applicable statutes; direct, designate, schedule and assign duties to the work force; plan, direct, and control the entire operation of the Services; discontinue, consolidate or reorganize any department or branch; transfer any or all operations to any location or discontinue the same in whole or in part; merge with any other institution, make technological improvement; install or remove equipment regardless of whether or not such action causes a reduction of any kind in the number of employees, or transfers in the work force requires the assignment of additional or different duties in conformity with existing New Jersey Law; or causes the elimination or addition of titles or jobs; and carry out the ordinary and customary functions of management whether or not possessed or exercised by the Employer prior to the execution of this Agreement, except as limited herein.

Section 3. All rights, powers, discretion, authority and prerogative possessed by the Employer prior to the execution of this Agreement, whether exercised or not, are retained by and are to remain exclusively with the Employer, except as limited herein.

Section 4. To the extent that the Employer requires the employee to perform additional or different job duties, the rate of pay for that job(s) is negotiable between parties.

Section 5. The Employer shall notify the Union of any significant changes in the job duties of the employee/s prior to implementing such changes. Nothing in this section is intended to limit management's rights to assign duties to the workforce or limit the Union's Rights under the National Labor Relations Act.
ARTICLE 6 - NO STRIKE/NO LOCKOUT

Section 1. During the period of time of this Agreement and notwithstanding any change in existing law, the Union, the Local and the employees shall not engage in any slowdown, work stoppage, strike or other similar type of concerted action/activity.

Section 2. The sole method for resolving any dispute or disagreement concerning this Agreement or other elements of the relationship shall be covered by the procedure contained in this Agreement.

Section 3. In the event of an unauthorized slow down, work stoppage, strike or other similar type of concerted action by the employees, the Union will use its best efforts to persuade the employees to return to work.

Section 4. The Employer agrees that it will not lock out the Union, the Local or employees during the terms of this Agreement.

ARTICLE 7 - PAYROLL DEDUCTION OF UNION DUES

Section 1. The Employer, upon receipt of written authorization from the employee, shall deduct from the wages due said employee each pay period, starting not earlier than the first pay period following the completion of the employee's first thirty (30) days of employment, and remit to the Union office regular monthly dues as fixed by the Union.

Section 2. Membership in good standing is defined as the payment of periodic dues uniformly required as a condition of acquiring and retaining membership in the Union.

Section 3. The Employer shall be relieved of making such “check-off deductions upon: (a) termination of employment; or (b) transfer to a job other than one covered by the bargaining unit; or (c) layoff from work; or (d) an agreed upon leave of absence; or (e) revocation of the checkoff authorization in accordance with its terms or with applicable law.

Notwithstanding (a), (b), (c) and (e) above, upon the return of the employee to work from any of the foregoing enumerated absences, the Employer will immediately resume the obligations of making such deductions, except the deductions for terminated employees shall be governed by Section 1 hereof. This provision, however, shall not relieve any employee of the obligation to make the required dues payment pursuant to the Union Constitution in order to remain in good standing.

Section 4. The Employer shall not be obligated to make dues deductions of any kind from any employee in the bargaining unit who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

Section 5. By the fifteenth (15th) of each month, the Employer shall remit to the Union office all deductions for dues made each payroll from the employees for the preceding month, together with a list of all employees in the bargaining unit with the payroll runs for that month, which will include a year to date summary of the employee’s gross earnings and hours.
Section 6. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article; and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee in the bargaining unit, arising from deductions made by the Employer hereunder. Once the funds are remitted to the Union their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE 8 - UNION SHOP

Section 1. All present employees of the Employer who are members of the Union on the effective date of this Agreement, or on the date of execution of this Agreement, whichever is the latter, shall remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Union and all employees who are hired hereafter shall become and remain members of the Union in good standing as a condition of employment on or after the thirtieth (30th) day following the beginning of their employment, or on or after the thirtieth (30th) day following the effective date of this Agreement or its execution, whichever is the latter.

Section 2. The failure of any employee to become a member of the Union at the required time or remain a member in good standing, as provided in Section 1, shall oblige the Employer upon written notice from the Union to discharge such employee within ten (10) working days after receipt of said notice from the Union, provided the discharge is one permitted by law.

ARTICLE 9 - SENIORITY

Section 1. Definition - Bargaining unit seniority is defined as the length of time the employee has been continuously employed by the Employer in a position covered by this Agreement.

Section 2. Application

a) Bargaining Unit seniority shall apply when promotional rights are asserted. Seniority, as defined above, shall apply in all other circumstances where length of service is a factor pursuant to this Agreement.

b) Accrued benefit time requests off shall be governed by seniority.

Section 3.

a) Accrual and Acquisition - An employee's seniority shall commence after completion of the probationary period and shall be retroactive to the date of the employee's date of hire (Bergen Pines, Bergen Regional and Professional Services time included). Seniority shall not accrue during unpaid leaves of
(ARTICLE 9 – SENIORITY continued)

absence that extend past six (6) months or while an employee is on suspension, but all prior seniority shall be retained unless otherwise set forth in this Agreement. Once the Employee’s actual (prior) Seniority has been established, seniority shall accrue based on actual hours paid. For purposes of layoff only, seniority shall be based on actual hours paid, not to exceed full time accrual of two thousand and eighty (2080) hours.

b) Any full or part-time employee who changes status to part-time or per diem shall keep the days as accrued for future use within that calendar year. Any subsequent days accrued and not used shall be paid out at the employee’s current status.

Section 4. **Loss of Seniority** - An employee’s seniority shall be lost when the employee:

a) Terminates voluntarily;

b) Is discharged for proper cause;

c) Oversays a leave of absence;

d) Fails to apply for re-employment within the statutory period after separation from military service.

e) A continuous layoff equal to the employee’s length of service when the layoff began or twelve (12) months, whichever is less.

f) Engaging in gainful employment during a leave of absence.

Section 5. **Lists** - Upon execution of this Agreement and thereafter annually a seniority list of all those employed as of January 1 shall be furnished by the Employer to the Union and the Local Dietician President. The list shall include: name, date of hire, title, salary, unit, shift, employment status.

Section 6. **Layoff**

a) The Employer shall determine the units and/or departments where layoffs will be made and the job title(s) of the employees to be laid off.

The Employer will lay off employees in reverse order of seniority, within specialty/department and in the following order:

1) Volunteers
2) Probationary or temporary employees
3) Least senior employees *

Employees who were suspended within twelve (12) months prior to the layoff shall have their seniority reduced by one year for each day the employee was suspended.

b) During a period of layoff all vacant positions are to be frozen and incorporated into the available positions until those laid off or affected by the layoff have made a selection within five (5) working days.
(ARTICLE 9 - SENIORITY continued)

c) Laid off or affected employees may select any vacant position they are qualified for.

The Employer must give the Union and the employee two (2) weeks written notice of layoff before the date it is to take effect unless it is beyond the Employer's control. Both parties will meet to discuss the layoff including alternatives to a layoff and the procedure to be used in effectuating the layoff. The meeting between the parties cannot be construed as impairment to the timing of the layoff.

d) Whenever a vacancy occurs, qualified employees who are on layoff will be recalled in order of seniority. Such recall list will be maintained for a period of one (1) year.

e) An employee who, prior to layoff, worked a full-time schedule shall not lose his/her position on a recall list by declining a part-time job or vice versa.

f) Notice of recall shall be made by certified mail and sent to the employee's last known address on record with the Employer. The Union shall be notified in writing of any recall.

g) An employee has forty-eight (48) hours from receipt of the certified letter to respond to a recall notice and must start work at the completion of whatever notice requirement exists at the employee's current Employer, or two (2) weeks, if not employed; or as soon as practical.

ARTICLE 10 - GRIEVANCE PROCEDURE

Section 1. Scope

a) Any grievance or dispute which may arise between the parties or between the Employer and an employee during the duration of this Agreement concerning the application or interpretation of the Agreement will be settled under the terms of this Article.

b) The term "employee" shall mean those employees recognized in Article 1 and shall include a single employee or a group of employees. The term "immediate supervisor" or his/her designee shall mean the person to whom the aggrieved employee is directly responsible under the Table of Organization. The term "representative" shall include the Union and any employee authorized to act by the Local Union.

c) Alleged grievances must be filed or complained of within five (5) working days of their occurrence, otherwise the grievances will be barred. Grievances concerning the employee's paycheck may be brought within one (1) year of the issuance of the paycheck by the Employer. The Employer will make every reasonable effort to resolve substantial payroll errors as soon as practicable.
Steps in Grievance Procedure:

Step 1 - An employee who has a grievance, or his/her Union Representative, will present the grievance in writing within five (5) working days of its occurrence to the Immediate Supervisor. The Immediate Supervisor shall meet with the Union Representative and respond, in writing, within ten (10) working days to the Union Representative who filed the grievance.

Step 2 - If the grievance is not settled at Step 1, the grievance may, within five (5) working days after the receipt of the answer in Step 1, be presented at Step 2. The grievance will be presented in writing to the Department Manager or his/her designee by a Union Representative. The appropriate Company Representative, or designee, shall meet with the Union Representative who filed the grievance and give a response in writing to the Union Representative with a copy to the employee within ten (10) working days of the receipt of the grievance.

Step 3 - If a grievance has not been resolved in Step 2, the grievance may, within ten (10) working days after the receipt of the answer in Step 2, be presented at Step 3. The grievance will be presented in writing to the Regional Manager by the Union Representative. The Regional Manager shall meet with the Union Representative and give a response in writing to the Union Representative with a copy to the employee within ten (10) working days of the receipt of the grievance.

A grievance which affects a substantial number or class of employees, or which the Employer representative designated in Steps 1 & 2 lacks authority to settle, may initially be presented at Step 3 by the Union Representative within five (5) working days from the date the grievance arose, or from the date the Union Representative should have had reasonable knowledge thereof. Any such grievance shall be presented in writing.

Step 4 - Arbitration. If the decision is unsatisfactory and no settlement is reached at Step 3 between the Union and the Employer, then within fourteen (14) calendar days after the Union receives the written decision of the Employer, the Union but not any individual employee may notify the Employer in writing of its desire to arbitrate. If no such notice is served within fourteen (14) calendar days of the receipt of the written decision, arbitration will be barred. The arbitrator shall be jointly agreed upon from a panel supplied by the American Arbitration Association pursuant to its Voluntary Rules of Labor Arbitration, or by mutual agreement from a panel selected by the New Jersey State Board of Mediation.

An arbitration hearing shall be held as soon as possible after a decision has been rendered at Step 3. The expenses for the arbitrator’s services shall be shared equally by the parties concerned. His/her decision shall be final and binding on the parties concerned.

General Provisions:

a) The arbitrator shall rule only on the application and interpretation of the clause of the Agreement involved. He/she shall have no power to add or subtract from the Agreement.
(ARTICLE 10 - GRIEVANCE PROCEDURE continued)

b) To the extent necessary, the Steward representing the grievant will be permitted to investigate the alleged grievance during working hours without loss in pay, such hours not to exceed a total of two (2) hours per grievance. The grievant and the representative will conduct their meeting so that it does not interfere with patient care.

c) The employer shall provide the employee and the Union with copies of all written information relating to a disciplinary action subject to a grievance.

d) No prejudice will attend any party in interest by reason of the utilization or participation in the Grievance Procedure. Limitations of time may be waived by written mutual consent. By mutual consent of the Union and the Employer's Vice-President for Human Resources, a grievance may be initiated at or removed to any Step in the Grievance Procedure. If the employer fails to adhere to any of the timeframes in this procedure, the Union may advance the grievance to the next step of the procedure any time after the Employer response was due.

ARTICLE 11 - PROBATIONARY PERIOD

Section 1. Newly hired employees who are regularly scheduled to work twenty four (24) hours or more per week shall be considered probationary for a period of ninety (90) calendar days from the date of employment. Newly hired employees who are regularly scheduled to work less than twenty four (24) hours per week and per diem employees shall be considered probationary for a period of one hundred and twenty (120) days from the date of employment.

Section 2. During or at the end of the probationary period, the employer may discipline or discharge any employee at will, and such discipline or discharge shall not be subject to the grievance and arbitration provisions of this Agreement. Upon successful completion of the probationary period, an employee will have seniority retroactive to the commencement of work.

ARTICLE 12 - WORK SCHEDULES, HOURS OF WORK, OVERTIME & COMPENSATORY TIME OFF

Section 1. The Work Week - The regular work week for full-time employees shall consist of five (5) eight (8) hour days in each calendar week and ten (10) eight (8) hour days in each pay period.

Section 2. Weekend Work - Employees shall self schedule weekend work for three (3) months in advance. Coverage shall be equitably distributed between bargaining unit members and consisting of one (1) work day of eight (8) and one (1) work day of four (4) hours. Approved schedule shall be posted by management three (3) months prior to start date.
(ARTICLE 12 - WORK SCHEDULES, HOURS OF WORK, OVERTIME & COMPENSATORY
TIME OFF continued)

Section 3. Work Shift - Eight (8) consecutive hours of work shall constitute a regular work shift. All
full time employees shall be scheduled on such regular work shift and each work shift shall have a regular
starting and ending time. The general work schedules in effect at the signing of the Agreement shall remain
in effect except in emergency situations or by mutual agreement between the employee and the Employer
notwithstanding Article 12 Section 8b of this Agreement.

Section 4. Work Schedules - The Employer will post a schedule of each employee's shift (days and
hours) four (4) weeks in advance of the start of each work week. This schedule will remain in effect until it is
superseded by a new schedule or changed by agreement as defined in Section 3.

Section 5. Rest Periods - All employees shall be provided with a fifteen (15) minute rest period
during each four (4) hour work period.

Section 6. Clean-Up Time - Employees shall be granted a reasonable period not to exceed five (5)
minutes for clean-up and/or travel to central checkout locations prior to the end of each work shift.

Section 7. Meal Period - All employees covered by this Agreement who work five (5) or more hours
in one (1) day shall have an unpaid meal period of one-half (1/2) hour. Employees shall be permitted to leave
their work area during meal periods. When an employee is required to work during their meal period, she/he
shall be paid for said meal period unless provided a lunch break within their present shift.

Section 8. Shift Assignments - Except in emergencies, there will be no rotating of continuous shift
assignments ("rotating" shall mean the reassigning of an employee from one complete shift to a different
complete shift within the continuous operation.

a) Changes in regular shift assignments on a voluntary basis will first be made by order of seniority,
and volunteers will receive preference before new hires. The Employer will endeavor to avoid involuntary
changes in regular shift assignments by staffing the evening and night shifts with new hires, then involuntary
changes in regular shift with new hires, then involuntary changes in regular shift assignments will be made
by inverse seniority and shall be temporary until a new hire may be employed. In the event of involuntary
changes, the employee will be given thirty days notice.

Section 9. Overtime - Time and one-half (1-1/2) the employee's regular hourly rate of pay shall be
paid for all actual time worked in excess of forty (40) hours in any work week.

ARTICLE 13 - SAVINGS CLAUSE

In the event that any Federal or State legislation, governmental regulation, or court decision causes
invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated
shall remain in force and effect.
ARTICLE 14 - EQUAL EMPLOYMENT

The Employer and the Union hereby agree to continue their practice of not discriminating against any employee for employment because of race, creed, color, national origin, age, sex, sexual preference, ancestry, religion, marital status or liability for services in the Armed Forces of the United States in compliance with all applicable Federal and State statutes, rules and regulations.

ARTICLE 15 - PART TIME AND PER DIEM EMPLOYEES

Section 1. Part Time Employees

a) A part time employee is one who is employed to work at least sixteen (16) hours but less than thirty (30) hours per week.

b) All other Provisions of this Agreement shall apply.

Section 2. Per Diem Employees

a) Less than sixteen (16) hours per week are defined as Per Diem Employees.

b) Per diem employees will not be entitled to any economic/health provisions. All other provisions of this Agreement shall apply to per diem employees.

c) It is not the intent of the Employer to use per diem employees in lieu of part time or full time bargaining unit employees.

Section 3. Temporary Employees - Temporary Employees hired for more than ninety (90) consecutive days will receive pay and benefits in accordance with this agreement with the exception of retirement 401k, health and dental benefits.

ARTICLE 16 - NEWLY CREATED POSITIONS TRANSFERS AND PROMOTIONS

Section 1. Requests from staff members regarding applying for a posted vacancy or newly created position must be submitted to the Department Manager.

Section 2. The Employer will publish a list of all vacancies in a visible location. All postings shall include title, shift, full or part-time status (including the hours per week), number of positions, qualifications and other requirements. A copy of the posting will be sent to the Union on a monthly basis. The Employer will provide the Union with a monthly list of vacancies, new hires with rates and years of experience.

The posting shall continue for a period of five (5) calendar days at which time the posting for the position will be removed. No position may be filled until it has been posted for this five (5) calendar days. However, no initially qualified individual (as per Section 4 of this Article) shall be denied a vacant position in order
to avoid these obligations.

Section 3. Within twenty (20) working days after a determination to fill a posted position, all applicants shall be notified of the decision by the Department Manager.

Section 4. The purpose of these procedures is to allow any Bargaining Unit member to apply for a position in which she/he is interested and possesses the necessary qualifications and satisfies the necessary requirement. First consideration to fill position vacancies within the bargaining unit will be given to existing bargaining unit employees subject to the qualifications and requirements set forth in the posting and job description. In evaluating such applicants, the employer will consider:

a) the employer's stated requirements for experience and education
b) the employee's performance in their current position, including any warning notices in their file within the last year and the employee meeting minimum overall satisfactory standards

If Applicants that meet above criteria relatively equally, the position will be granted to the employee with the greatest bargaining unit seniority.

Section 5. Management will make reasonable efforts to provide on-going training opportunities to employees so that they can attain additional skills relevant to other units in the facility.

ARTICLE 17 - LEAVE OF ABSENCE

Section 1. Family and Medical Leave - Except as modified herein, employees are eligible for Family and Medical Leave (FMLA) in accordance with applicable Federal and State law. This provision shall be interpreted consistent with the Federal Family and Medical Leave Act and the New Jersey Family Leave Act.

a) Employees who have worked at least one thousand (1,000) hours in the twelve (12) months preceding the start of the leave are eligible for unpaid Family or Medical Leave.

b) Eligible employees may take leave for any of the following reasons:

1) Birth of a child or in order to care for a child;
2) Placement of a child with an employee for adoption or foster care;
3) To care for a spouse, child or parent with a serious health condition or grandparent or in-law if the employee is the primary care-giver and the employee can produce proof of such, i.e. medical bills, insurance bills;
4) Because of the employee's own serious health condition which renders the employee unable to perform the essential functions of their job.
(ARTICLE 17 - LEAVE OF ABSENCE continued)

c) A serious health condition under FMLA is determined as any illness, injury, impairment or physical or mental condition that involves:

1) Incapacity or treatment in connection with in-patient care; or
2) Incapacity in connection with continuing treatment by a health care provider.

d) For FMLA leaves, employees generally take up to twelve (12) weeks of leave in a twelve (12) month period. Other unpaid leaves for medical or maternity purposes shall be granted for up to one (1) year subject to Section 2 of this article; however, the employer obligation to pay for health insurance for such employees shall cease after twelve (12) weeks. After twelve (12) weeks, employees may continue health and dental coverage by paying the full premiums to the employer.

e) When medically necessary, leave due to an employee’s serious medical condition or to care for a spouse, child or parent with a serious health condition, or grandparent or in-law with a serious health condition if the employee is the primary care-giver and the employee can produce proof of such, i.e. medical bills, insurance bills, may be taken on an intermittent or reduced schedule basis not to exceed the twelve (12) week period in total hours. The Employer may temporarily transfer an employee on intermittent or reduced schedule to an alternative position for which the employee is qualified, which:

1) has the equivalent pay and benefits; and
2) better accommodates the recurring leave

f) The Employer will maintain the health benefits for employees who qualify for FMLA leave for the length of the leave, or twelve (12) weeks, whichever is sooner.

g) Employees are required to continue to contribute any co-payment at the same rate as when they were working.

h) Employees on FMLA leave will retain and accrue seniority while on leave. Other benefits will not accrue while the employee is on leave.

i) When the need for the leave is foreseeable, the employee must provide the employer with twenty-eight (28) days written notice. If twenty-eight (28) days is not practicable, notice must be given as soon as practicable. The Employer will notify the employee of its decision on granting the leave within five (5) working days.

j) The Employer may require medical certification when the leave involves a serious health condition (the employee’s own or his/her spouse, child or parent or grandparent or in-law (if the employee is the primary care-giver and the employee can produce proof of such, e.g. medical bills, insurance bills);

The medical certification must contain the following:

1) date when the serious health condition began;
2) its probable duration;
(ARTICLE 17 - LEAVE OF ABSENCE continued)

3) appropriate medical facts regarding the condition;
4) that the employee is needed to care for the family member with an estimate of the amount of time that the care will require (if applicable).
5) for the purpose of an employee's own serious health condition, that the employee is unable to perform the essential functions of the job.

Section 2. Extension of Leave - If an employee requests an extension of any leave, they must submit that at least ten (10) days before the scheduled expiration of that leave. The employer will notify the employee of its decision no later than seven (7) days after receiving such an application. Such extensions shall not be denied in a discriminatory, arbitrary or capricious manner.

Section 3. Return From Leave - Except as provided in a specific leave provision above, return from any leave within three (3) months, employees shall return to the position they held upon commencement of the leave. Upon return from a leave of greater than three (3) but less than six (6) months, employees shall return to their prior position, if available, or to a comparable position. A comparable position is defined as the same shift, number of hours per week and department. Upon return from a leave of greater than six (6) months but less than twelve (12) months, employees shall return to their prior position, if available, or to a comparable position, if available, or to another position within the bargaining unit for which they are qualified to perform that is most comparable to their original position. Employees on Workers' Compensation leaves shall utilize the above Return from Leave procedures. In addition, upon return from a Workers' Compensation leave of greater than twelve (12) months, but less than eighteen (18) months, employees shall be retired (with all previously accrued seniority) and return to their prior position, if available or a comparable or other position, if available. If no such positions are available, such employees shall return a right of first refusal to the first vacant position for which they are qualified.

Section 4. Workers’ Compensation - The Employer shall provide Workers’ Compensation benefits to all employees covered by the Agreement.

Employees who are unable to work as a result of a patient attack shall be paid their full pay for a period up to five (5) days, rather than having to utilize their sick time as permitted by law.

Section 5. Sick Leave

a) Effective July 1, 2011 after ninety (90) of employment with Morrison Management Specialists full-time employees shall be entitled to paid sick leave earned at the maximum rate of ten (10) days. January 1, 2012 sick leave will be earned at the rate of (1) one day per month with a maximum of (11) eleven days. January 1, 2013 sick leave will be earned at the rate of (1) one day per month with a maximum of (12) twelve days. Time accrued from January 1, 2011 to July 1, 2011 shall be used/paid out before December 31, 2011. Employees with previously banked sick time shall continue to be grandfathered. Accrued time as of July 1, 2011 must be used by the end of each calendar year of this contract.

b) A part-time employee who works sixteen (16) to twenty-nine (29) hours, but not a per-diem employee, shall receive a pro-rata benefit under this section.
c) An employee will be paid for sick leave at the employee’s regular compensation rate for the employee’s regularly scheduled workday. Sick leave will be applicable only if the employee is ill on the days during such time the employee is regularly scheduled to work. To be eligible for sick leave benefit, an employee who is absent due to illness or injury must notify the employee’s supervisor/appropriate Department Manager or other designated individual as soon as possible but at least two (2) hours before the start of her/his regularly scheduled work day, except in cases of proven inability to furnish such notice, and shall continue to give notification on a daily basis unless another arrangement has been made. Employees who have been on sick leave may be required to be examined by the Employer’s health service physician before being permitted to return to duty.

c) The Employer may require that an employee submit proof of illness or accident satisfactory to the Employer as a condition for receiving sick leave payment in cases of a pattern of abuse or suspicion of misuse of sick time. Such requests will not be made in an arbitrary or capricious manner.

e) If an employee has resigned, is dismissed, or laid off and has exceeded the employee’s allowable sick leave (or pro-rata portion for the year of departure from the Employer), the excess sick leave shall be deducted from any monies due the employee from the Employer at the time of resignation, dismissal or lay-off.

Section 6. Bereavement - Employees shall be entitled to three (3) working days leave with pay to attend or make arrangements for the funeral of a member of their immediate family. Immediate family is defined as and limited to spouse, son, daughter, mother, father, employee's sibling, parent-in-law, grandchild or grandparent.

In the event a death in the family of an employee occurs while an employee is on vacation, the employee is eligible for the funeral leave benefit provided herein, but the employee's vacation shall not be extended without the Employer's approval.

Section 7. Jury Duty Leave - An employee shall be granted leaves of absence for up to ten (10) days per year with pay when the employee is required to report for Jury Duty on days they are scheduled to work. Fees received by the employee as a juror, other than meal and travel allowances, shall be paid over by the employee to the Employer and the Employer shall furnish to the employee a receipt for such money.

Section 8. Union Leave - Members of the Union who are elected or designated by the Local to attend any meeting or educational conference of the Union or convention of the Union or other bodies with which the Union is affiliated shall be granted the necessary time off using accrued benefit time or unpaid leave, provided that notification is given to the Employer in writing by the Union at least ten (10) working days in advance and provided that such requests are not in excess of two (2) working days per year for up to two (2) employees. The request for such leave shall be answered by the Employer within five (5) working days of receipt by the Employer of the request.

Section 9. Military Duty Leave - A leave of absence will be granted for performance of a military obligation in accordance with applicable law. If call to active duty, the employee will be guaranteed his/her position upon return.
(ARTICLE 17 - LEAVE OF ABSENCE continued)

Section 10. Personal Leave - Employees with one (1) year of service may apply for personal leaves of absences for up to three (3) months in writing, with the right to extend such leaves an additional three (3) months. In deciding to grant such an application, or extension, the employer shall evaluate the severity of the need for the leave, the ability to replace the employee, and the cost of the replacement, as well as the length of service of the employee. Applications shall not be denied in a discriminatory, arbitrary or capricious manner. Additionally, the employer will abide by the terms of the FMLA. All leaves must be approved by the Employer.

Returns from Personal Leave shall be governed by Article 17, Section 3.

Section 11. Court Appearance Leave - An employee shall be paid for job-related court appearances as required by the Employer. The employee shall present the subpoena to his immediate supervisor or department head upon receipt.

Section 12. Convention Leave - The use of accrued benefit time or unpaid leave shall not be unreasonably denied for the Local's Executive Committee (President, Vice President, Secretary/Treasurer, Grievance Steward) to attend Union conventions. The Union will submit requests for this leave three (3) months prior to the date of the convention. All leaves must be approved by the Employer.

ARTICLE 18 - EDUCATION and OTHER REIMBURSEMENT

Section 1. Professional Seminar Leave (Mandatory) - If an employee is directed or required by the Employer to attend a professional seminar or similar meeting or convention, the Employer shall pay the employee's salary, together with all expenses reasonably incurred by the employee, during the employee's attendance.

Continuing education requirement for Non registered dieticians - Effective upon ratification, it is the requirement for non registered dieticians currently working for Bergen Regional Medical Center to obtain fifteen (15) hours of continuing education credit hours every twelve (12) months.

Non registered dieticians shall follow guidelines set forth by the Commission on Dietetic Registration and will report their continuing education credit hours to their Clinical Nutrition Manager. Failure to maintain their required number of credit hours within the required time period will result in disciplinary action.

Section 2. Seminar Leave (Non Required)

a) Each full-time employee shall be entitled to three (3) days paid leave per year for the purpose of attending professional seminars which the employee is not obligated or directed to attend by the Employer, with the prior approval of Management. Each part-time employee shall be entitled to a pro-rated amount of leave per year for the purpose of attending professional seminars.

b) All employees will be reimbursed up to five-hundred ($500) for all expenses incurred by the employee.
(ARTICLE 18 - EDUCATION and OTHER REIMBURSEMENT continued)

c) Seminar leave will be paid by the Employer within two (2) pay periods from completion of the seminar.

Section 3. ADA Membership Fees - The Employer shall also provide to all employees reimbursements for ADA annual dues, Commission on Dietetic Registration (CDR) annual fees, state licensure and/or certification, annual membership into one Dietetic Practice Group (DPG).

ARTICLE 19 - SALARY

Section 1. Should an increase effective date fall within the first week of a (2) two week pay period, that increase will be made effective for the entire (2) two week pay period in which it occurred. Should an increase effective date fall within the second week of a (2) two week pay period, it will not take effect until the pay period immediately following the pay period in which it occurred.

a) Effective July 1, 2014 all bargaining unit employees who have completed probation will receive an increase of sixty cents ($0.60) per hour to their base compensation rate.

b) Effective July 1, 2015 all bargaining unit employees who have completed probation will receive an increase of sixty cents ($0.60) per hour to their base compensation rate.

c) Effective July 1, 2016 all bargaining unit employees who have completed probation will receive an increase of sixty cents ($0.60) per hour to their base compensation rate.

Section 2. New hires shall be hired as outlined in Addendum A.

Section 3. Differential Payments

a) Weekend Differential: Employees whose regularly scheduled hours of work include non-shift hours on Saturday, or Sunday and/or holidays shall be paid a weekend/holiday differential of one dollar and twenty five cents ($1.25) per hour, in addition to their regularly scheduled hourly rates of pay for each hour worked.

b) Employees will be paid $1.00 extra per hour for Masters and/or PH.D upon ratification.

Section 4. Pay Checks - The frequency of payment shall be every other week. The Employer shall provide night shift employees their paychecks immediately following the end of their shift.

All available time will be reported quarterly to each employee.

ARTICLE 20 - HOLIDAYS/PERSONAL DAYS

Section 1. The Employer agrees to furnish the following holidays with pay to all employees covered by this Agreement:
Section 2. The Employer agrees to furnish the following holidays with pay to all employees who have passed their probationary period covered by this Agreement:

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Date</th>
</tr>
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<tbody>
<tr>
<td>New Year's Day</td>
<td>Martin Luther King Day</td>
</tr>
<tr>
<td>President's Day</td>
<td>Memorial Day</td>
</tr>
<tr>
<td>Independence Day</td>
<td>Labor Day</td>
</tr>
<tr>
<td>Thanksgiving Day</td>
<td>Christmas Day</td>
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</tbody>
</table>

Section 3. Payment if an employee is not working the holiday shall be based on the employees regularly scheduled hours times their regular rate of pay. Whenever any holiday falls on a Sunday, it shall be observed on the succeeding Monday; if it falls on a Saturday, it shall be observed on the preceding Friday. If a holiday falls on a day which is a paid absence for an employee, the employee shall receive full credit for that holiday. Other accrued time off for the celebration of religious holidays may be granted to those employees for whom the holidays are significant.

Section 4.

a) All full time employees shall be eligible for the above holidays.

b) Part time employees shall be eligible for pro-rated holiday time based on their regularly scheduled hours. If a part-time employee works the holiday, they will be compensated for the holiday at time and one half their regular rate of pay, plus pro-rated compensatory day. If the part time employee does not work the holiday, the part time employee will still be compensated for the holiday at straight time hours.

Section 5. Employees must work their last full scheduled workday before and after the holiday in order to receive holiday pay. Employees on approved leave for bereavement or jury duty on their scheduled workday before and after the holiday shall be deemed to have met the work requirement. Employees who call in sick on the Holiday or on the work day immediately preceding or immediately following a holiday will be required to produce a doctor's certificate to his/her supervisor within five (5) days of notification, or the employee will not be eligible for sick or holiday pay.

Section 6.

a) Employees will be paid at a rate of time and one half for working in any of the above stated holidays for all hours worked on the holiday, plus receive an additional day off with regular pay, plus shift differential if applicable, within six (6) months of the holiday or eight (8) hours regular pay in lieu thereof, by mutual agreement between the Employer and employee.

Holidays must be taken within six months of when they are accrued. If a Holiday is not taken within six (6) months, the Employer may extend the time period for up to another six (6) months, schedule the employee for the Holiday or, by mutual agreement, pay the employee at straight time, for the day.

b) If the holiday falls on the employee's regularly scheduled day off, the employee shall receive the holiday pay.
Section 7. Recognizing that the Employer operates each day of the year and that it is not possible for all employees to be off on the same day, holiday work may be equitably assigned. Each dietician will submit two choices of holiday-to-work each year. If more than one dietician has the same choices, management will grant the choices based on seniority. However, in this condition the same dietician will not be granted the same choice of the previous year, unless there are no other request.

If the granted holiday assignment should become available at a later date, the next most senior employee that requested to work on that holiday shall be notified and permitted to change their work schedule.

Section 8. After completion of six (6) months of service, full-time employees will be entitled to three (3) personal days per year, non cumulative, one of which can be scheduled as an emergency day. The remaining two (2) personal day shall be scheduled two (2) weeks in advance subject to the scheduling needs of the Department with the approval of the Employer, except one (1) of the three (3) days can be used as an emergency. Personal day requests shall not be unreasonably denied on a weekend as opposed to weekdays.

Part-time employees shall receive personal days pro-rata based on average hours worked in the prior quarter. Per Diem employees shall receive no personal days. The Employer shall respond to requests for personal days within seven (7) calendar days of submission. Such response shall indicate either a favorable or unfavorable reply. Requests of this kind shall not be unreasonably denied.

ARTICLE 21 - VACATIONS

Section 1. All employees shall be entitled to vacation as follows based on years of service with the Employer, in addition to years of service with Bergen Regional, if applicable:

<table>
<thead>
<tr>
<th>Years</th>
<th>Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 - 2</td>
<td>10</td>
</tr>
<tr>
<td>3 - 8</td>
<td>15</td>
</tr>
<tr>
<td>8+</td>
<td>20</td>
</tr>
</tbody>
</table>

Section 2. When feasible, vacation shall be granted for the time requested by the employee. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greatest seniority shall be given his/her choice of vacation.

Section 3. At the end of any calendar year, the maximum accumulated vacation is the amount the employee accrued during that year.

Section 4. Any employee who is laid off, discharged, retired or separated from the service of the Employer for any reason prior to his/her taking vacation leave shall be paid for any unused vacation leave he/she has accumulated. Employees who resign must give two (2) week's notice or forfeit all accrual time.
Section 5. In the case of the death of an employee, accumulated vacation due shall be made available at the request of the employee's legally declared estate and/or beneficiary.

Section 6. Employees on an approved paid leave will continue to accrue vacation according to length of service and regular work schedules.

Section 7. Part time employees accrue vacation on a pro-rata basis based on average of prior quarter.

Section 8. The Employer will approve vacation for blocks of five (5) days or more on an annual basis. Vacations taken in increments of less than five (5) days must be requested two (2) weeks in advance. The Department Manager will distribute a vacation preference schedule January 1st of each year for the selection of vacation for the period of March 15th of that year through March 14th of the following year. The employees will make their preference selection by March 1st and return them to their Department Manager. The Department Manager will finalize the schedule and publish it March 15th. If an employee makes no selection by March 15th, vacations will be granted on a first come, first serve basis. Regular part time employees will receive a proportionate vacation benefit. No more than three (3) weeks of an employee's vacation may be scheduled during the months of June, July, August, and December of any year. Employees may take the same vacation period for two (2) years, consecutively, or longer, if there are no other requests. All vacation requests are subject to approval. Switching of vacation may occur up to thirty (30) days prior to the scheduled vacations.

ARTICLE 22 - SICK/PERSONAL DAYS

Section 1. After completion of the ninety (90) day probationary period, employees that are full-time, regularly scheduled and working forty (40) hours per week shall be entitled to sick/personal days. The sick/personal leave shall be earned at the rate of one and a quarter (1.25) days per month with a maximum of fifteen (15) days. This time will accrue from January 1st – December 31st of each calendar year.

Section 2. Employees may use their sick days as personal days provided they schedule such days at least two (2) weeks in advance and secure the approval of their manager. The Employer shall respond within seven (7) calendar days of submission. Such response shall indicate either a favorable or unfavorable reply. Requests of this kind shall not be unreasonably denied.

Section 3. A part-time employee who works sixteen (16) to twenty-nine (29) hours, but not a per diem employee, shall receive a pro-rata benefit under section.

Section 4. Unused sick/personal days shall be paid out at the end of the year.

Section 5. Employees with previously grandfathered banked time shall continue to be grandfathered, but such time will not be eligible to pay out at the end of the year.
(ARTICLE 22 - SICK/PERSONAL DAYS continued)

Section 6. Employees shall not take unpaid sick or personal days if paid days are available.

Section 7. An employee will be paid for sick/personal days at their regular compensation rate for the employee’s regularly scheduled workday. An employee who is absent due to illness or injury must notify his/her supervisor/appropriate Department Manager or other designated individual as soon as possible, but at least two (2) hours before the start of his/her regularly scheduled work day, except in cases of proven inability to furnish such notice, and shall continue to give notification on a daily basis unless another arrangement has been made.

Section 8. The Employer may require that an employee submit proof of illness or accident satisfactory to the Employer as a condition for receiving sick payment in cases of a pattern of abuse or suspicion of misuse of sick time. Such requests will not be made in an arbitrary or capricious manner.

Section 9. If an employee has resigned, is dismissed, or laid off and has exceeded their sick/personal day allotment (or pro-rata portion for the year of departure from the Employer), the excess sick/personal days shall be deducted from any monies due the employee from the Employer at the time of resignation, dismissal or lay-off.

ARTICLE 23 - INCLEMENT WEATHER

In the event of inclement weather, (snow, hurricane, etc.) which an individual employee reasonable feels it is either unsafe or extremely difficult to come into work, they may avail themselves a sick/personal day or vacation time at the employee’s request. If the weather condition improves, an employee who desires to work the remainder of her/his scheduled shift may do so with the approval of the Employer.

ARTICLE 24 - MEDICAL, HEALTH, DENTAL AND VISION, AND RETIREMENT BENEFITS

*SEE ADDENDUM SIGNED 6/17/15 FOR ADDITIONS & CHANGES

Section 1. Medical/Health/Dental/Vision - Effective January 1, 2014, the Employer agrees to contribute for each eligible employee covered by this Agreement to the UNITE HERE Health (“Fund”) for the purpose of providing health and welfare benefits under UNITE HERE HEALTH Food Service Plan B (“Plan”), or such new, merged or consolidated plan as may be adopted by the Trustees.

For all regularly scheduled and working full time employees, (those on a regular schedule and working of thirty (30) hours per week or more).

The Employer agrees that such contributions shall be effective upon the earlier of: (a) the first (1st) of the month following two (2) months of employment or (b) completion of 1,020 hours of service.

Said contributions shall be submitted monthly, together with a report of the employee data
required by the Fund, on the format prescribed by the Fund, no later than the fifteenth (15th) day of the month following the month for which contributions are to be made.

The Employer shall contribute the following monthly rates to the Fund for all eligible employees.

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Single</th>
<th>Single Plus One</th>
<th>Family</th>
</tr>
</thead>
<tbody>
<tr>
<td>2/1/14</td>
<td>$590.70</td>
<td>$1,180.52</td>
<td>$1,664.80</td>
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<tr>
<td>2/1/15</td>
<td>$643.86</td>
<td>$1,286.77</td>
<td>$1,814.63</td>
</tr>
</tbody>
</table>

Eligible employees who elect such coverage shall contribute the following amounts bi-weekly effective January 1, 2014:

<table>
<thead>
<tr>
<th>UNITE HERE HEALTH Food Service Plan</th>
<th>Bi-Weekly Co-Pays</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single</td>
<td>$ 112.66</td>
</tr>
<tr>
<td>Single Plus One</td>
<td>$ 678.40</td>
</tr>
<tr>
<td>Family</td>
<td>$ 437.92</td>
</tr>
</tbody>
</table>

The Employer shall absorb eighty percent (80%) of the said medical coverage contribution for all eligible employees, as defined above. The employees will pay twenty percent (20%) via payroll deductions on a bi-weekly basis.

Effective 1/1/16 through the expiration of this Agreement, the Employer agrees to contribute the contribution rates necessary, as determined by the Fund, to sustain benefits and the employees will pay twenty percent (20%) of the Plan B cost. The parties agree and understand that, if the appropriate welfare contribution rates are not paid, the Trustees of the Fund may eliminate benefits to otherwise eligible participants and terminate the Employer’s participation pursuant to the Fund’s Minimum Standards.

Section 2. Dental Plan Premiums

As of the effective date of this Agreement, the bi-weekly premium co-pays are:
(ARTICLE 24 - MEDICAL, HEALTH, DENTAL AND VISION, AND RETIREMENT BENEFITS continued)

<table>
<thead>
<tr>
<th>DHMO Plan</th>
<th>Employee Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee</td>
<td>$10.27</td>
</tr>
<tr>
<td>Employee + 1</td>
<td>$21.37</td>
</tr>
<tr>
<td>Employee + Family</td>
<td>$29.53</td>
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</table>

<table>
<thead>
<tr>
<th>Dental Standard Plan</th>
<th>Employee Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee</td>
<td>$13.79</td>
</tr>
<tr>
<td>Employee + 1</td>
<td>$27.93</td>
</tr>
<tr>
<td>Employee + Family</td>
<td>$56.91</td>
</tr>
</tbody>
</table>

Section 3. Vision Plan Premiums

As of the effective date of this Agreement, the bi-weekly premium co-pays are:

<table>
<thead>
<tr>
<th>Comprehensive Plan</th>
<th>Employee Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee</td>
<td>$3.60</td>
</tr>
<tr>
<td>Employee + 1</td>
<td>$5.22</td>
</tr>
<tr>
<td>Employee + Family</td>
<td>$9.36</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Exam Plus Plan</th>
<th>Employee Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee</td>
<td>$0.54</td>
</tr>
<tr>
<td>Employee + 1</td>
<td>$0.82</td>
</tr>
<tr>
<td>Employee + Family</td>
<td>$1.46</td>
</tr>
</tbody>
</table>

Section 4. Retirement

Eligible employees may participate in the Employer's 401 (k) program per the terms of the plan, and as the plan may change.
ARTICLE 25 - RATIFICATION

Employees currently on the payroll as of the date of ratification shall be entitled to a one-time ratification bonus paid out upon ratification in the amount of five-hundred dollars ($500) for full-time employees and two hundred fifty dollars ($250) for part-time employees issued on a separate check.

ARTICLE 26 - DISCIPLINE AND DISCHARGE

Section 1. The Employer shall have the right to discharge, suspend or otherwise discipline an employee covered by this Agreement for just cause. For all suspensions and/or discharges, the Employer will notify the Union and Local Chairperson in writing of such action within five (5) working days of the occurrence. If the Union desires to contest such action by grievance process, it shall give written notice to the Employer within five (5) working days from the date of receipt of notice of suspension or termination. In such event, the dispute may be submitted for determination commencing at Step 3 of the Grievance Procedure.

Section 2. No employee shall be disciplined or met with regarding discipline without the right to representation.

ARTICLE 27 - RESIGNATION-TERMINAL LEAVE PAYMENT

Employees, upon separation from employment for any reason, shall be entitled to payment for all accrued unused holiday and vacation time provided two week’s notice is given. Failure to provide proper notice will result in forfeiture of accrued time except in cases of emergency.

ARTICLE 28 - PERSONNEL FILES

Section 1. For each employee a personnel file will be maintained. No entries, notations, documents, etc., which reflect on the employee’s ability, performance or character shall be placed in the employee’s personnel file without first having been shown to the employee and the employee having been given the opportunity to review them and to place a letter or other document in the file concerning such entry, notation, document, etc. An employee shall be entitled to review his/her personnel file provided that a written request to do so is received.

Section 2. Any disciplinary action not sustained shall be removed from the personnel file immediately.

Section 3. Sustained disciplinary actions, with no recurrence of discipline for two (2) years of active employment thereafter, shall be removed from the Employee’s permanent employment record after those same two (2) years.
ARTICLE 29 - UNIFORMS

The Employer will provide three (3) lab coats per year.

ARTICLE 30 - THE IMPAIRED EMPLOYEE

Section 1. JNESO and Morrison Management Specialists support the goal of helping an employee impaired by alcohol, drugs, mental or physical illness to return to an acceptable level of practice.

Section 2. Every attempt shall be made to accomplish this through confidential assistance and guidance towards voluntary participation in an effective rehabilitation program for impaired colleagues.

ARTICLE 31 - TERMS OF AGREEMENT

This Agreement shall remain in full force and effect from through dates inclusive July 1, 2014 through June 30, 2017.

IN WITNESS WHEREOF, the parties hereby have caused these presents to be duly signed and attested to by its proper corporate officers and its corporate seal to be affixed and have hereunto set their hands and seals the day and year first above written.

FOR MORRISON MGMT. SPECIALISTS

FOR JNESO

[Signatures]

25
ADDENDUM

In no event shall the employer compensate a new hire at a rate greater than a bargaining unit member who has equal or greater years of service in the profession.

New Hire Rates:

Registered Dietician  $24.00
Non-Registered Dietician  $21.00
Per Diem  $25.00

FOR MORRISON MGMT. SPECIALISTS

FOR JNESO

[Signatures]

[Signatures]
ADDENDUM

This Addendum is to amend the Collective Bargaining Agreement ("CBA") between Morrison Management Specialists, A Division of Compass Group USA d/b/a Bergen Regional Medical Center ("Employer") and JNESCO District Council 1, IUOE/AFL-CIO ("Union"). The CBA between the parties effective July 1, 2014 to June 30, 2017 is herein modified as follows:

ADD the following paragraphs to Article 24, Section 1:

The Employer and the Union agree to be bound by the Agreement and Declaration of Trust ("Trust Agreement") of the Fund as may, from time to time, be amended, and they do hereby irrevocably designate as their respective representatives on the Board of Trustees, such Trustees named in said Trust Agreement as Employer and Union Trustees, together with their successors selected as provided therein, and agree to abide and be bound by all procedures established and actions taken by the Trustees pursuant to said Trust Agreement. Any provision in this Agreement that is inconsistent with the Trust Agreement, or the Plan of Benefits, rules, or procedures established by the Trustees, shall be null and void.

This Agreement requires all eligible employees to pay a portion of the monthly premium through payroll deduction. As a result, the Employer agrees to specify the total amount of contributions being submitted by the employees, the total amount of contributions submitted from the Employer and the total contribution amount. The Employer will also submit the entire contribution to the Fund on a monthly basis on behalf of all eligible employees.

The parties agree that an employee may only change his or her enrollment election during the Open Enrollment period of each year of the Agreement or such other times as allowed by applicable federal law. An employee who enrolls in coverage will automatically be enrolled in the same level of coverage each subsequent enrollment period, unless he or she elects to change their level of coverage during Open Enrollment.

For any coverage level for which there is an employee co-premium, the Employer is required to remit contributions to the Fund for those employees who enroll in the Plan. Eligible employees who wish to enroll in the Plan shall do so in accordance with the Fund’s policies, including but not limited to, signing an Election Form or enrolling telephonically. The Employer is required to keep a copy of either the telephonically confirmation letter or signed election form, as applicable. Such form shall be retained with the employee’s file and made available to the Fund upon request.

AMEND the charts in Article 24, Section 1 as follows:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Single</th>
<th>Single Plus One</th>
<th>Family</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/1/14</td>
<td>$590.70</td>
<td>$1,180.52</td>
<td>$1,664.80</td>
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<tr>
<td>1/1/15</td>
<td>$643.86</td>
<td>$1,286.77</td>
<td>$1,814.63</td>
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<tr>
<td>1/1/16</td>
<td>$705.03</td>
<td>$1,409.01</td>
<td>$1,987.02</td>
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</table>
UNITE HERE HEALTH  
Food Service Plan  

<table>
<thead>
<tr>
<th></th>
<th>Bi-Weekly Co-Premiums</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single</td>
<td>$54 53</td>
</tr>
<tr>
<td>Single Plus One</td>
<td>$108 97</td>
</tr>
<tr>
<td>Family</td>
<td>$153 67</td>
</tr>
</tbody>
</table>

All other terms and conditions of the parties' CBA shall continue in effect.

Counterparts may be submitted by the parties.

IN WITNESS WHEREOF the Union and the Employer have executed this Addendum on this ______ day of June 2015.

Morrison Management Specialists,  
A Division of Compass Group USA  
d/b/a Bergen Regional Medical Center

By ________________________________
Print name
Date ________________________________

JNESO District Council 1,  
IUOE/AFL-CIO

By ________________________________
Print name
Date ___________ / ________ / 2015