AGREEMENT

BETWEEN

PRIME HEALTHCARE, ST. MARY’S HOSPITAL

AND

JNESO, DISTRICT COUNCIL 1, IUOE

TECHNICAL UNIT

AUGUST 15, 2017 THROUGH AUGUST 14, 2020
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AGREEMENT

THIS AGREEMENT, made and entered into this 28th day of November, 2017 by and between Prime Healthcare, ST. MARY’S GENERAL HOSPITAL, 350 Boulevard, Passaic, New Jersey 07055, (hereinafter referred to as the "Hospital" or "Employer"), and JNESO, District Council 1, IUOE, AFL/CIO 1225 Livingston Avenue, North Brunswick, New Jersey 08902 (hereinafter referred to as the "Union"), acting on behalf of the employees of the Hospital as defined and designated as the sole representative of the employees for purposes of Collective Bargaining.

WITNESSETH

WHEREAS, the Hospital recognizes the Union as the collective bargaining representative for the employees covered by this Agreement, as hereinafter provided, and

WHEREAS, it is the intent of the parties hereto that this Agreement promote and improve the mutual interests of the patients of the Hospital, as well as its employees.

Therefore, both parties shall strive together to achieve the highest attainable quality and standards of professional care and practice, and to avoid interruption and interference with service of the patients as set forth herein, this Agreement covering rates of pay, hours of work and conditions of employment.

NOW, THEREFORE, in consideration of the mutual covenants herein contained the parties hereto agree as follows:
ARTICLE 1 - RECOGNITION

Section 1a. The Hospital recognizes the Union as the sole and exclusive collective bargaining representative of all full-time, regular part-time and per diem Angiography/CVT technologist, Cardiovascular Technologists, CT Technologists, Electrophysiology Engineers, Histology Technicians, Mammography Technologists, Medical Technologists/medical laboratory scientist/clinical laboratory scientist, Medical Imaging Coordinator, Lead Cardiovascular Technologist, Lead Radiology Technologist, Lead Nuclear Medicine Technologist, Lead Ultrasound Technologist, MRI Technologist, Nuclear Medicine Technologists, Pulmonary Functions Therapists, Radiology Technologists, Registered Cardiac Invasive Specialists, Respiratory Therapists, Special Procedures Technologists, Surgical/OR Technicians, Echo Technologist, Radiation Therapy Technician, and Ultrasound Technologists at its Passaic, New Jersey Medical Center, but excluding all office clerical employees, service and maintenance employees, all other professional employees, guards, and all other supervisors as defined in the Act.

The parties agree that should the Hospital create a lead position in a recognized title, such lead position will be included in the bargaining unit.

Section 1b. The Hospital will notify JNESO of all newly created positions by submitting a copy of the job description for that newly created position.
Section 2a. Whenever the word "employee" is used in this Agreement, it shall be deemed to mean the employees in the bargaining unit covered by this Agreement, as defined in Article 1, Section 1 hereof, and as certified by the National Labor Relations Board in Case Nos. 22-RC-12142. Whenever the pronoun "he" or "she" is used in this Agreement, it shall be deemed to be inclusive of the other gender.

Section 2b. Whenever the word "Local" is used in this Agreement, it shall be deemed to mean the St. Mary’s Technical Employees Local of JNESO, District Council 1, IUOE, AFL/CIO. Whenever the word "Union" is used in this Agreement, it shall be deemed to mean JNESO, District Council 1, IUOE, AFL/CIO.

Section 3. The Employer shall notify all newly hired employees that the Employer recognizes and is in contractual relations with the Union. Such notice shall be done in writing during the Hospital’s new hire orientation.

Section 4. The Hospital shall notify the Union, and the Local President, or designee (the Local shall advise the Hospital of such designee in writing) of the name, address, social security number, telephone number, job classification, date of hire, rate of pay, F.T.E. status, shift and department assignment of each new employee on a monthly basis.

Section 5. Whenever a copy(s) or a notice(s) is required for the Local by the Hospital, the Hospital may meet its obligation by placing the same in the Local mailbox or send via email
ARTICLE 2 - UNION SECURITY

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 3 - CHECK OFF OF UNION DUES

Section 1. The Employer, upon receipt of written authorization from the employee, shall deduct dues 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 monthly dues uniformly required as a condition of acquiring and retaining membership in the Union and consequently employment with the Employer.

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 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 payroll runs for that month, which will include hours worked, wages, and dues deducted from that period.
ARTICLE 4 - UNION ACTIVITY, VISITATION & BULLETIN BOARDS

Section 1. No employee shall engage in any Union activity, including the distribution of literature, which could interfere with the performance of work during working time, in patient care or working areas of the Employer at any time, except as provided in Article 10, “Grievance Procedure.”

Section 2. A delegate of the Union shall have reasonable access to the Employer’s property for the purpose of conferring with the Employer, delegates of the Local, and/or employees, and for the purpose of administering this Agreement. The delegate shall advise the responsible Human Resource representative or the Administrative Supervisor on duty of her/his presence in the Hospital. Such visits shall in no way interfere with the operations of the Employer.

Section 3a. The Employer shall provide three (3) glass-enclosed bulletin boards, which shall be used for the purpose of posting proper Union notices. One bulletin board will be placed in the lobby by the patient elevators on the first floor, the second in the basement (directly across from the lab) and the third in the North building outside the cafeteria. Copies of materials to be posted shall be submitted to the Human Resources Department before being posted. Notices of the date, time, and location of Union meetings may be posted in the break rooms provided a copy of such notices shall be submitted to the Human Resources office before being posted.

Section 3b. The Hospital shall provide the Local with a locked mailbox, across from the first floor elevators, for the purpose of
interdepartmental mail from the Hospital and from the Union members to the Local. The Hospital will provide the Local with a Union office to be used by the RN and Technical Units. The Union agrees to notify Human Resources when a representative from JNESO will be there.

**Section 4.** Upon advance notice, the work schedules of employees elected as Local representatives shall be adjusted to permit attendance at regular Local meetings.

**Section 5.** The names of Local officers and stewards shall be submitted to the Human Resources Department after the execution of this Agreement, and the Employer shall be advised in writing of any changes, along with the names of all successors or replacements within fourteen (14) calendar days of the change or replacement. The Hospital will provide the Union\Local with the names of the administrative staff of the Hospital, including department managers, along with the names of all successors or replacements within fourteen (14) calendar days of the change or replacement.

**Section 6.** Employees who are required to represent the Union\Local at any of the following meetings with representatives of the Hospital shall not suffer any loss in pay for straight time earning opportunities missed during the period of time they are in attendance at such meetings: grievance, grievance procedure, disciplinary procedure, labor management. Up to six (6) Union negotiations committee representatives shall not suffer any loss in pay for straight time earning opportunities missed during the period of time they are in negotiations with the Hospital, provided their release from work does not create a staffing shortage.
Section 7. The Hospital will give an aggregate of five (5) days per calendar year release time without loss of pay to the Local President and delegates designated by the Union/Local President to attend Union conferences, conventions or meetings. The Hospital may deny the request if the attendance of more than one individual from a department creates a staffing shortage.

Section 8. The Employer will establish a time (not to exceed one hour) and location during the Hospital’s new hire orientation period for new bargaining unit employees to meet with a local/union representative. A Local Representative shall be permitted to address the orientees and distribute a copy of the collective bargaining agreement between the parties. The parties shall confer regarding a mutually acceptable time and location of such presentation by the Local representative.

ARTICLE 5 - SEPARABILITY

It is understood and agreed by the parties that if any part of the provisions of this Agreement or the application thereof shall be held invalid as a matter of law, the remainder of this Agreement or the application shall not be affected thereby.

ARTICLE 6 - PROBATIONARY PERIOD

Section 1. Newly hired full-time employees shall be considered probationary for a period of ninety (90) calendar days from the date of employment. Regular part-time and per diem employees shall be considered probationary for a period of 120 calendar days from the date of employment.
Section 2. During or at the end of the probationary period, the Employer may discharge any employee at will, and such 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 7 - NON-DISCRIMINATION

The Employer and the Union agree to continue their policy of not discriminating against any employee or applicant for employment because of ancestry; atypical hereditary cellular or blood trait, genetic information; refusal to submit to a genetic test or make available the results of a genetic test to an employer; liability for service in the Armed Forces of the United States; civil union or domestic partnership status; nationality; creed; color; age; sex; affectional or sexual orientation; gender identity or expression; national origin; religion; marital status; medical condition; disability; military service; veteran status; protected activity under the Affordable Care Act; pregnancy, childbirth and related medical conditions; or race of that person or of that person’s spouse or partner, Union membership, or any other classification protected by the federal, state, and local laws and ordinances.

ARTICLE 8 - RETENTION OF EXISTING BENEFITS

The Employer agrees to continue the following items in existence during the term of this agreement in accordance with present practice, unless otherwise mutually agreed. Only those items included in this Article will be considered past practice, unless otherwise mutually agreed:
1. Paychecks shall be dated and payable on Fridays. Employees are encouraged to use direct deposit.
2. The Hospital shall provide bargaining unit employees with free parking.
3. When bargaining unit employees are required to wear scrubs, the Hospital shall provide the scrubs. Respiratory employees are not supplied with coats or scrubs unless the Hospital requires a particular color.
4. The Hospital shall maintain lockers.
5. Direct deposit
6. Credit Union savings and loan programs.
7. Employees shall have the option of participating in the Employer’s flexible spending accounts (FSAs) in accordance with Section 125.
8. The Hospital shall provide lab coats as required by OSHA.

**ARTICLE 9 - NO STRIKE/NO LOCKOUT**

**Section 1.** During the life of this Agreement there shall be no strike, sympathy strike, sit down, stay-in, boycott, picketing, work stoppage or any other type of interference of any kind, coercive or otherwise, with the Hospital's operation by the Union, any of its officers or representatives, or any employee for any reason whatsoever.

**Section 2.** In addition to all other liability, remedy or right provided by applicable law or statute, should activity of the nature described in Section 1 occur, the Union will do everything in its power to prevent its members, officers, representatives and employees, either individually or collectively, from participating in any unauthorized strike, work stoppage, slowdown or other activity
Section 3. In consideration of the foregoing, and during the life of this agreement, the Hospital agrees not to lock out or cause to be locked out any employee covered by this Agreement.

ARTICLE 10 - GRIEVANCE PROCEDURE

Section 1. A grievance shall be defined as a dispute or complaint arising between the Employer and the employee, or the Union and the Employer, concerning provision of the collective bargaining agreement, and shall be processed in the following manner:

Section 2.

Step 1 - Within fifteen (15) weekdays from the date the grievance arose, or from when the grievant or the Union representative should have had reasonable knowledge thereof, the grievant and her/his Union representative, or the Union representative, may file a written grievance, with the immediate supervisor. A grievance must be filed in writing in order to be considered by the Employer. The written grievance shall specify the Article(s) and Section(s) allegedly violated, the remedy sought, and shall be dated and
signed by a Union Official. The supervisor shall respond, in writing, within five (5) weekdays to the Union representative who filed the grievance.

Step 2. - If the grievance is not settled in Step 1, the grievance may, within five (5) week days after receipt of the answer in Step 1, be presented at Step 2. The grievance will be presented in writing to the appropriate nurse executive or his/her designee by a Union representative. The appropriate nurse executive or his/her designee shall give her response, in writing, to the Union Representative with a copy to the employee within five (5) week days of receipt of the grievance.

Step 3. - If the grievance is not settled in Step 2, the grievance may, within five (5) week days after receipt of the answer in Step 2, be presented at Step 3. The grievance will be presented in writing to the responsible human resource representative by the Union Representative. A hearing with all parties concerned will be held within five (5) week days. The responsible human resource representative shall give her/his response, in writing to the Union Representative, with a second copy to affected employee's address of record within five (5) week days of the hearing.

Section 3. Failure on the part of the Hospital to answer a grievance in any step shall not be deemed acquiescence thereto, and the Union may proceed to the next step of the grievance procedure.

A grievance concerning a discharge or suspension may be presented in writing, initially, at Step 3 in the first instance within five (5) weekdays from the date the discharge or suspension was imposed. All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays and legal holidays.
Section 4. If a party fails to initiate a grievance, or appeal from the disposition of a grievance, within the time limits specified herein, such grievance shall be deemed resolved, and shall not thereafter be considered subject to the grievance and arbitration provisions of this Agreement.

Section 5. A grievance which affects a substantial number or class of employees, or which the Hospital representative designated in Steps 1 and 2 lacks authority to settle, may initially be presented at Step 3 by the Union representative, within fifteen (15) weekdays from the date the grievance arose, or from when the grievant or Union Representative should have had reasonable knowledge thereof. Any such grievance shall be presented in writing and shall name or identify all affected employees.

Section 6. Time limits may be extended by mutual agreement of the parties, in writing.

**ARTICLE 11 - ARBITRATION**

Section 1. A grievance, as defined under the grievance procedure of this Agreement, which has not been resolved, may be, within fifteen (15) weekdays after completing Step 3 of the grievance procedure, referred to arbitration by the Union in accordance with the procedures of the American Arbitration Association (AAA). The Arbitrator shall be selected and the arbitration shall be conducted under the rules of AAA.

Section 2. The fees and expenses of the mutually agreed upon arbitrator shall be borne equally by the Employer and the Union.
Section 3. The arbitrator shall have jurisdiction only over disputes arising out of grievances as defined in Section 1 of the Grievance Procedure, and shall have no power to add to, subtract from, or modify in any way any of the provisions of this Agreement.

Section 4. The award of the Arbitrator hereunder shall be final and binding upon the Hospital, the Union, and the employees.

Section 5. The parties agree to submit, within fifteen (15) weekdays, a grievance contesting a discharge to arbitration under the rules of AAA. The parties must mutually agree in writing to submit arbitrations to expedited arbitration.

ARTICLE 12 - DISCHARGE & DISCIPLINE

Section 1a. No employee who has completed her/his probationary period shall be disciplined or suspended except for just cause. The question of "just cause" shall specifically be subject to the grievance procedure of this Agreement. If any discipline, suspension, or discharge results from conduct relating to a patient and if the patient does not appear at the arbitration, the arbitrator shall not consider the failure of the patient to appear as prejudicial. The term "patient" shall include, for the purpose of this Agreement, those seeking admission and those seeking care or treatment as well as those already admitted. Employees who have not completed their probationary period, however, may be terminated without recourse by the Employer and such termination shall not be subject to the grievance and arbitration procedures of this Agreement.

Section 1b. No employee shall be called to a meeting that may result in discipline without a Union Representative present, unless
the employee waives her/his right, in writing, or unless the seriousness of the offense warrants immediate action by the Employer and a steward is not available.

Section 2. The Hospital will notify the Union in writing of any discharge or suspension within two (2) weekdays from the time of discharge or suspension. If the Union desires to contest the discharge or suspension, it shall give written notice to the Hospital within five (5) weekdays from receipt of notice of discharge or suspension. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedure, however, commencing at Step 3 of the grievance procedure.

Section 3. All time limits specified in this Article shall be deemed exclusive of Saturdays, Sundays and legal holidays.

ARTICLE 13 - RULES & REGULATIONS

Section 1. The Union/Local shall be notified of any and all proposed new rules or modifications of existing rules, job descriptions, or policy concerning the terms and conditions of employment prior to such changes, and upon request from the Union, the parties shall meet to negotiate the changes, and any alternatives the Union may propose shall be considered.

Section 2. Upon advanced request to the Human Resources Department, an Employee may review at a mutually agreeable time, his/her personnel file. Employees will not be given access to pre-employment information (i.e. references) in their respective files. Employee evaluations, documentation of counseling, and notices of disciplinary action will be reviewed with the employee who shall sign or
initial the same prior to placement in his/her personnel file. Such signing or initialing shall not indicate an acceptance or admission of the statements contained in said material, but only knowledge of its existence. In the event the employee refuses to sign or initial, this will be documented and placed in the employee personnel file.

Section 3. Employees will be evaluated as required by the New Jersey Statute and the guidelines established by Joint Commission on Accreditation of Hospitals. Upon request, bargaining unit members may make a copy of their evaluation at the completion of their review.

ARTICLE 14 - EMPLOYEE STATUS

Section 1a. Classifications - Employees covered by this Agreement will be classified as:

1. Regular full-time employees, referred to herein as full-time,
2. Regular part-time employees, referred to herein as part-time,
3. Per diem employees

Section 1b. Regular full-time employees: A regular full-time employee is an employee who has completed the probationary period as described herein, and who is regularly scheduled to work thirty seven and one-half (37.5) hours a week.

Section 1c. Regular part-time employees: A regular part-time employee is an employee who has completed the probationary period as described herein, and who is regularly scheduled to
work at least eighteen and three quarter hours (18.75) but less than thirty-seven and one-half (37.5) hours in a week.

**Section 1d.** Per diem employees - A per diem employee is an employee who is designated as “per diem” at the time of hire and has completed their probationary period. Per diem employees may only be hired to supplement regular part-time and full-time employees. Once scheduled, a per diem employee may be canceled by the Hospital provided they are given three (3) hours advance notice of the cancellation and are canceled in inverse seniority by department. If canceled with less than three (3) hours notice, the per diem shall receive three (3) hours pay at her/his rate of pay.

**Section 1e.** Per Diem employees will make themselves available one (1) weekend per month and one (1) winter holiday (Christmas, New Years or Thanksgiving) and one (1) summer holiday (Memorial Day, Independence Day or Labor Day). For the length of this Agreement, per diem employees may be cancelled with three (3) hours’ notice. The per diem employees committed days per month must be submitted to the Director or Manager prior to the posting of the schedule, the same as full-time or part-time employees. Time in excess of the two (2) committed days per month or three (3) committed days per month (in instances where the required Holiday is included) will be considered available time and subject to Article 35 “Available Time.”

Per diem employees will not be used to deprive the unit of regular part-time and full-time positions.
Section 2. Temporary employees: Prior to using any temporary or agency employees the work must be offered and declined by bargaining unit employees. Those employees who do not fit the definitions of full-time employee, part-time employee, or per diem employee, shall be defined as a temporary employee. A temporary employee is one who is so informed at the time of hire, and was hired for a special project or to replace employees on leave of absence, vacation or holidays, and who was hired for a period of not longer than three (3) months, or for the duration of such projects, leaves, vacation, or holiday, whichever is greater, but in no event to exceed six (6) months. A temporary employee is not covered by this agreement.

Section 3. Agency are those who are not members of the bargaining unit and are not employees of the Hospital. The Hospital has the right to use the services of Agency workers from any outside agency sources; however, the Hospital agrees that it will not use these workers to deprive the department of bargaining unit positions.

ARTICLE 15 - OVERTIME

Section 1. A normal workday shall be defined, for a regularly scheduled full-time employee, as seven and one-half (7.5) hours exclusive of a thirty (30) minute unpaid meal period or as otherwise defined in the Agreement.

Section 2. Overtime compensation shall be the monetary equivalent of time and one-half (1 ½) for any time worked in excess of forty (40) hours during a regular work week.
Section 3. Prescheduled overtime will be distributed as provided in Article 35 (Available Time). Overtime distributed in this manner is voluntary.

Staffing needs known more than ten (10) hours prior to the start of the shift on which the need occurs shall not be filled by mandatory overtime.

There may be times when the needs of patients require additional staff. On those occasions, the following mechanisms will be utilized prior to mandating overtime:

1. mutually agreed schedule changes within the department
2. per diem staff
3. additional voluntary overtime
4. available agency

When the above mechanisms have not successfully filled the staffing need, the efforts to do so must be reviewed with the appropriate Department Supervisor/Manager for a final determination on whether to mandate overtime. Only then may overtime be mandated. Overtime will be mandated by inverse seniority on a rotating basis (within title and shift).

Upon request, the Union will be provided with verification that the four listed mechanisms were attempted.

Work mandated under this Section will be paid at time and one-half (1 ½).
Section 4.  The overtime rate shall be paid inclusive of the shift differential whenever applicable.

Section 5.  Once scheduled for overtime, an employee may be canceled provided they are given three (3) hours advance notice of the set available time. If an employee is canceled with less than three (3) hours advance notice, s/he shall be paid a minimum of three (3) hours at the applicable rate of pay.

Section 6.  Employees may be mandated to work overtime only once during a pay period. Any employee mandated to work overtime can be mandated for a maximum of four hours. Only employees who are already on duty may be mandated for overtime.

ARTICLE 16 - SENIORITY

Section 1.  Seniority is the length of time an employee has been continuously employed by the Employer in a job covered by this Agreement. In any application of seniority where ability to perform the required work is relatively equal, seniority shall govern. Seniority shall include time worked at the General Hospital at Passaic, Atlantic Health (Passaic), PBI Regional Medical Center and St. Mary’s Hospital.

Section 2.  Acquisition: an employee's seniority shall commence after the completion of the probationary period, and shall be retroactive to the date of the employee's most recent date of hire in a bargaining unit position. There shall be three (3) seniority lists; one (1) for full-time employees, one (1) for part-time employees, and one (1) for per diem employees. These lists shall be used for informational purposes only. All employees shall
accrue seniority on hours paid up to a maximum of 1950 hours per year.

**Section 3a.** Employees who were previously employed by the Hospital in non-bargaining unit jobs will be given full credit for benefit purposes for such service accrued while in the non-bargaining unit jobs, but shall not be given credit for such service for competitive rights such as bidding, selection of vacation, layoff, etc.

**Section 3b.** Employees who accept a non-bargaining unit position on a temporary basis shall continue to accrue seniority for a period not to exceed six (6) months.

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

a. Terminates voluntarily.
b. Is discharged for cause.
c. Is laid off for a period of one (1) year or for a period exceeding the length of an employee's continuous service, whichever is less, or if for any reason (1) year has passed since the employee last worked for the Employer, except in the case of a leave of absence.
d. Violates an approved leave of absence.
e. Fails to return to work within five (5) working days after recall by certified mail, return receipt requested, to the employee's last known address.
f. Fails to return for reemployment within the statutory period after separation from military service.
**Section 5a. Layoff** - Should a layoff be necessary, the Hospital will provide the Union and employees initially affected by such layoff with three (3) weeks notice prior to the implementation of such layoff. The Union will be notified by certified mail and the employees in writing. The Hospital will advise the Union of the reasons for the layoff, and the parties agree to meet to discuss the layoff including alternatives to a layoff and the procedure to be used in effectuating the layoff.

**Section 5b.** Affected employees shall be advised by the Hospital of all vacant positions as well as bumping rights, when notified of the layoff. Within five (5) workdays (excluding weekends and holidays) of such notification, the affected employee must advise the Hospital's responsible Human Resources representative in writing, of her/his desire to fill a vacant position or exercise her/his bumping rights. An affected employee, who does not respond within this period of time, shall be laid off.

Employees who have been bumped shall be advised by the Hospital's responsible Human Resources representative of vacant positions and bumping rights. Such employee(s) must advise the Hospital's responsible Human Resources representative, in writing, of her/his desire to fill a vacant position or exercise bumping rights within three (3) workdays (excluding weekends and holidays) after being bumped. If the bumped employee does not respond within this period of time, s/he shall be laid off.

**Section 5c.** An employee in the same job title, department, and shift as the affected employee shall be permitted to volunteer for layoff.
Section 5d. In the event of a layoff, the Hospital will cease employing Temporary and Agency workers provided the Hospital is able to adequately staff the department. Probationary employees in the affected department shall be laid off next without regard to their individual periods of employment. Per Diem employees in the affected department shall be laid off next based on their bargaining unit seniority. Non-probationary employees in the affected department and shift affected shall be laid off next on the basis of bargaining unit seniority, provided the remaining employees are qualified to perform the remaining work.

Section 5e. In the event an employee is scheduled to be laid off from a bargaining unit position and the employee has the present skill and ability to perform the work of a more junior employee in another bargaining unit position, the more senior employee may bump the junior employee from the position. Employees who bump down to a job that pays a lower rate of pay receive the lower rate of pay. The employee who bumps down shall not be reduced by greater than $1.00 per hour. If the employee who bumps down performs work in the former job she/he will receive their previous rate of pay. The senior employee may elect to take a layoff rather than exercise bumping rights.

Section 5f. If an employee has been laid off, or has exercised her/his bumping rights and said employee’s position becomes available again within a one year period, the employee has the right to return to their original shift/position if they choose to do so. If the employee declines the position, then the position shall be posted as specified in this contract.

Section 5g. An employee subject to layoff may elect to fill any vacant position, provided s/he possesses the necessary
qualifications of the position or be provided the opportunity to obtain those qualifications on the same basis as would be afforded a new hire for the position.

Section 6.  Recall - Whenever a vacancy or newly created position occurs in a bargaining unit job classification, bargaining unit employees shall be recalled in accordance with seniority in the reverse order in which they were laid off, provided they possess the necessary skill and ability to perform the job.

Recall rights shall continue for one (1) year or for the length of the employee’s continuous service, whichever is less, from the date the employee was laid off.  Seniority shall be preserved during any layoff, up to a maximum continuous period of one (1) year.

ARTICLE 17 - BREAK PERIOD & LUNCH PERIOD

Section 1.  On each shift of each workday, employees shall be entitled to the following paid breaks:

a.  7.5-hour employees: two (2) fifteen minute breaks
b.  10 hour employees: two (2) fifteen minute breaks
c.  12 hour employees: two (2) fifteen minute breaks

Section 2.  There shall be provided a thirty (30) minute unpaid meal period each workday for each bargaining unit employee.

Section 3.  The Hospital will provide a reasonable location for employees to eat their meals on a 24-hour basis.  Meals will be available to employees.  However, times and costs shall be subject to change by the Hospital, and the Local shall be notified of such changes.  The Hospital may interrupt service in the cafeteria where
circumstances warrant (e.g., emergency, physical transition, legal constraints, etc.)

**ARTICLE 18 - VACATION**

*Section 1.* Effective with the first (1st) payroll period in a new calendar year, a regular full-time employee shall be eligible to take the amount of paid time off as designated in section 2a below at the regular compensation rate.

*Section 2a.* Effective January 1, 2008

<table>
<thead>
<tr>
<th>Vacation Allowance</th>
<th>Number of Years</th>
</tr>
</thead>
<tbody>
<tr>
<td>112.5 hours</td>
<td>0-4</td>
</tr>
<tr>
<td>150 hours</td>
<td>5+</td>
</tr>
</tbody>
</table>

*Section 2b.* All full-time employees who have 0-4 years of service will accrue vacation time on a basis of 4.326 hours per pay period for a total yearly allowance of one hundred and twelve and a half (112.5) hours.

*Section 2c.* All full-time employees who have five (5) or more years of service will accrue vacation time on a basis of 5.769 hours per pay period for a total yearly allowance of one hundred and fifty (150) hours.

*Section 2d.* Regular part-time employees working 18.75 hours per week to less than 30 hours per week on a regularly scheduled basis will receive 50% of the total vacation hours per month worked.
Section 2e. Regular part-time employees working 30 hours per week to less than 37.5 hours per week on a regularly scheduled basis will receive 80% of the total vacation hours per month worked.

Section 2f. An employee’s vacation time will be computed on an annual basis according to the number of months of continuous employment during the year minus any leave of absences in excess of one (1) month excluding FMLA.

Section 2g. Employees are not entitled to pay in lieu of vacation. Employees are encouraged to take all eligible vacation time each year. However, Employees with written approval of Management may carry over one-half (1/2) year’s vacation to be used in the following year. In addition, vacation time denied by the Department Manager will be carried over in the following year. Carryover accrual will be verified by both Employer and Employee.

Section 2h. Up to a maximum of (2) times the employees’ annual vacation accrual will be paid upon termination only if four (4) weeks working advance notice is given at the time of resignation. For full-time employees the notice shall be twenty (20) shifts of work.

Section 2i. Upon termination, accrued vacation time may not be used to extend benefits coverage.

Section 3. In the selection of primetime vacation, bargaining unit seniority shall prevail within the title and on the shift. Shifts are defined as day, evening, and night. Shifts will be determined by the majority of hours on one (1) of these shifts. However, if an employee works an equal number of hours on two (2) shifts, the
employee’s shift will be the starting shift. Primetime vacation is designated as June 15 through September 15. No employee may take more than three weeks (two of which may be consecutive) vacation during primetime, unless no other employee on his/her shift desires to take the time in question. The Employer shall post a prime-time vacation selection sheet no later than March 1 of each year, and employees within each title and on each shift shall have the right to indicate their preference for primetime vacation. The list will be taken down by March 31 of each year, and a final vacation schedule will be posted by the Hospital by April 30. Employees, who do not sign the prime-time vacation selection sheet by March 31, must submit, in writing, their request for primetime vacation. These requests shall be handled on a first-come, first-serve basis, and the Employer shall respond to these requests in writing. Subsequent to the posting period, when an employee’s first choice is not granted, the Hospital will tell the employee what is available within her/his department. Employees requesting single or multiple days (less than a week) off shall not be arbitrarily or capriciously denied the time off. All vacation requests, including requests for primetime, non-primetime, and holiday are subject to the approval of the Departmental Manager.

**Section 4a.** All vacation requests, which are not prime time will be bid on, on a first come, first serve basis. The vacation request shall be submitted in writing not more than four (4) months in advance of the requested vacation time. Once the schedule is posted and an employee ask for time off the employer will respond within forty eight (48) hours or sooner.

**Section 4b.** Requests for vacation during December 15 through January 15 shall be submitted, in writing, between October 1 and October 15. The Employer will respond to these requests, in writing, by October 23. If a conflict should arise between requests
made between October 1 and October 15, seniority shall prevail within the title and on the shift. Shifts are defined as day, evening, and night. Shifts will be determined by the majority of hours on one (1) of these shifts, however, if an employee works an equal number of hours on two (2) shifts, the employee’s shift will be the starting shift. Requests submitted after October 15 shall be handled on a first-come, first-serve basis. Once the schedule is posted and an employee asks for time off the employer will respond within forty eight (48) hours or sooner.

Section 5. Employees who work during a vacation period shall be paid at the rate of time and one-half (1 & ½) for all hours of vacation worked. In addition, the employee will be given the choice of receiving vacation pay or compensatory vacation time off for hours worked during the vacation.

Section 6. No bargaining unit employee shall suffer the loss of any seniority or benefits, which would otherwise accrue while said employee is on an approved vacation.

Section 7. Part-time employees shall bid against other part-time employees and full-time employees shall bid against other full-time employees for available vacation time off. Bargaining unit seniority will prevail within the title and on the shift.

Section 8. Vacation time taken in excess of the amount accrued is an advance of wages and must be paid back to the Hospital when employment terminates. The Hospital shall have the right to make a deduction from the final pay check(s) of a terminating employee for vacation time taken in excess of the amount accrued.
Section 9 – An employee who calls in sick on his/her scheduled work day before or after vacation must provide proof of illness satisfactory to the Hospital or they will not be paid for the sick day.

Negative time. Employees can only go up to two (2) weeks in negative of their regularly scheduled work hours. (This includes all paid time off).

ARTICLE 19 - HOLIDAYS

Section 1a. Regular full-time employees shall be entitled to the following paid holidays within each contract year:

- New Year's Day
- Labor Day
- Thanksgiving Day
- Memorial Day
- Independence Day
- Christmas Day

The 11:00 p.m. to 7:00 a.m. shift will celebrate all holidays on the eve of the Holiday.

Section 1b. In departments/units operating on a seven (7) day schedule, the holiday is observed on the actual holiday. In departments/units operating on a Monday-Friday schedule, the holiday is observed on either Monday or Friday.

Section 2a. In addition, regular full-time employees hired on or before December 11, 2017, shall be entitled to four (4) paid floating holidays within each calendar year. Floating holidays are accrued at the rate of one per each three (3) month period worked.
Section 2b. Regular part-time employees hired on or before December 11, 2017, working 18.75 hours per week to less than 30 hours per week on a regularly scheduled basis will receive 50% of the total floating holiday hours per month worked.

Section 2c. Regular part-time employees hired on or before December 11, 2017, working 30 hours per week to less than 37.5 hours per week on a regularly scheduled basis will receive 80% of the total floating holiday hours per month worked.

Section 2d. Floating holidays taken in excess of the amount accrued is an advance of wages and must be paid back to the Hospital when employment terminates. The Hospital shall have the right to make a deduction from the final pay check(s) of terminating employee for floating holidays taken in excess of the amount accrued.

New hires hired after December 11, 2017, will not be entitled to paid floating holidays.

Section 2e. An employee’s holiday time will be computed on an annual basis according to the number of months of continuous employment during the year minus any leave of absences in excess of one (1) month, excluding FMLA.

Section 2f. An employee will not be paid for or entitled to bank a calendar holiday if he/she was scheduled to work the holiday and refused.

Section 2g. Upon termination of employment, no employee may be compensated for more than two times his/her annual
holiday accrual only if four (4) weeks working advance notice is given at the time of resignation. For full-time employees, the notice shall be twenty (20) shifts of work.

Section 2h. For employees hired on or before December 11, 2017, floating holidays will be scheduled in accordance with Article 18, Vacation existing Sections 3, 4a and 4b.

Section 3. Holiday Pay or Equivalent Time Off - A regular full-time employee or a regular part-time employee who works on any of the holidays listed in Section 1 of this Article shall receive a day off at the regular compensation rate within sixty (60) days before or after the holiday worked. In addition, all regular full-time, regular part-time and per diem employees who work any of the holidays listed in Section 1 of this Article will be paid at the rate of time and one-half (1½) for all hours worked on the holiday.

Section 4. Employees assigned to departments that are normally closed on holidays are not required to work on such holidays.

Section 5. No employee shall work Christmas in consecutive years unless by mutual agreement. No employee shall work New Years in consecutive years unless by mutual agreement. The employer will staff the hospital to allow for equitable rotation of all remaining holidays.

Section 6. Holiday time taken in excess of the amount accrued is an advance of wages and must be paid back to the Hospital when employment terminates. The Hospital shall have the right to make a deduction from the final pay check(s) of a terminating employee for holiday time taken in excess of the amount accrued.
**Section 7.** In order to be eligible for a holiday, [i.e.: time and one-half (1 ½) plus the holiday day back] the employee must work her full regularly scheduled shift immediately preceding and following the holiday. If an employee does not work her regularly scheduled shift immediately preceding and following the holiday, she shall be entitled to time and one-half (1 ½) for the holiday worked without the holiday day back.

**Section 8:** No per diem employee will be rotated off a holiday until all full-time and part-time employees are offered to rotate off based on seniority. Employees scheduled to work on any holiday may trade that holiday with an employee not scheduled to work provided their skills are similar. Such trade of the holiday(s) shall count as the employee originally scheduled as having worked as scheduled but shall not count as the volunteer replacement working on that day. Volunteering to work on a holiday for which the employee was not scheduled does not satisfy the employee’s obligation to work her/his scheduled holiday.

**ARTICLE 20 - SICK TIME AND PERSONAL DAYS**

A. **Sick Time**

   **Section 1:** All full-time employees hired on or before December 11, 2017, will accrue sick time on a basis of 3.46 hours per pay period for a total yearly allowance of twelve (12) days.

   **Section 2a:** Regular part-time employees hired on or before December 11, 2017, working 18.75 hours per week to less than 30 hours per week on a regularly scheduled basis will receive 50% of the total sick time hours per month worked.
Section 2b. Regular part-time employees hired on or before December 11, 2017, working 30 hours per week to less than 37.5 hours per week on a regularly scheduled basis will receive 80% of the total sick time hours per month worked.

Section 2c: New full-time employees hired after December 11, 2017, will accrue sick time on a total yearly allowance of seventy-eight (78) hours. This amount will be prorated for newly hired part-time employees to reflect above.

Section 2d: Sick time may be taken before accrued after the first calendar year of full-time employment. In the first year of employment the Employer will permit a negative balance of up to ten (10) sick days.

Section 3: Sick time taken in excess of the amount accrued is an advance of wages and must be paid back to the Hospital when employment terminates. The Hospital shall have the right to make a deduction from the final pay check(s) of a terminating employee for sick time taken in excess of the amount accrued.

Section 4: Unused sick time may be carried forward from year to year, not to exceed 1950 hours.

Section 5: Sick time can only be used for personal illness unless the time is converted to personal days as set forth below.

Section 6: Sick time is forfeited when an employee retires, resigns or is terminated. Employees will not be paid for unused sick time under any circumstances.
**Section 7:** Employees who are unable to report to work due to illness or injury will notify his/her department in accordance with department procedure.

**Section 8:** The Hospital may require an employee to provide a physician note if said employee displays excessive absences or a pattern of absenteeism.

**Section 9:** If an employee changes status to a per diem classification, she/he shall have his/her sick time frozen. If an employee returns to a full or part-time status, the sick time shall be reinstated.

**Section 10:** Employees shall augment New Jersey State temporary disability by using accrued sick time. The combination of the sick time and state disability shall not exceed the employee’s regular weekly wage.

**Section 11:** If an employee does not use any sick time he will receive $100.00 per quarter stipend. In other words, zero (0) sick absences equal $100 payment effective July 1, 2008 and thereafter. The quarters will be January, February, March; April, May, June; July, August, September; October, November, December, and payment will be made in the following month after the quarter.

**Section 12:** The parties agree that all provisions of the City of Passaic paid sick leave ordinance shall not apply to employees covered by this agreement.
B. Personal Days

**Section 13:** Up to three (3) days of accrued sick time per calendar year may be used for personal business reasons. Arrangements must be made in advance with the Department Manager or Supervisor prior to approval. Approval shall not be unreasonably withheld. The department manager shall answer all requests for time off in writing.

**Section 14:** Full-time employees shall be granted up to 22.5 hours per calendar year for time off due to personal business.

**Section 15a:** Part-time employees who work 30 hours per week to less than 37.5 hours per week shall be granted up to 18 hours per calendar year for personal business.

**Section 15b:** Part-time employees who work between 18.75 hours per week to less than 30 hours per week shall be granted up to 11.25 hours per calendar year for personal business.

**Section 16:** Employees may convert personal days from their sick bank each calendar year as follows:

- *0-4 months* 33% of allotted time
- 5-8 months 67%
- 9-12 months 100%
Employees may utilize personal business days upon successfully completing the probationary period.

Section 17: Personal business days may not be carried over from calendar year to calendar year.

Section 18: Personal business days will not be payable upon termination.

Section 19: Personal business days are chargeable to sick time accrued. Unused personal days remain as accrued sick days.

Section 20: Personal time taken in excess of the amount accrued is an advance of wages and must be paid back to the Hospital when employment terminates. The Hospital shall have the right to make a deduction from the final pay check(s) of a terminated employee for personal time in excess of the amount accrued.

ARTICLE 21 - PHYSICAL EXAMINATIONS

Section 1. The Employer shall pay for the following physical examinations of each bargaining unit employee on an annual basis:

1. Annual Mantoux (PPD) test on employees who have previously tested negative.
2. Chest x-ray as indicated by Employee Health Policy.
3. Annual mammography.
4. Annual EKG for employees over thirty-five (35) years.
5. Annual urinalysis.
6. Annual CBC and CMP.
7. Any test mandated by law.
8. Annual PSA for male employees over thirty-five (35) years.
9. Annual CA125 for female employees.
10. Hepatitis B vaccine.

All the above tests, except Mantoux or any test mandated by law, are optional by the employee, not mandatory.

Section 2. In the event the Employer requires additional examinations, other than that set forth above, of bargaining unit employees, the Employer shall be responsible for the cost of the same.

Section 3. If said bargaining unit employee chooses, examinations as set forth in this Section of the Agreement may be done by a private physician or nurse practitioner, and the employee shall pay the full cost of said private examination.

ARTICLE 22 - MEDICAL INSURANCE

Section 1. Eligible employees may enroll in the Hospital provided medical plans. In order to be eligible to enroll in a medical insurance plan, an employee hired on or before December 11, 2017, must be regularly scheduled to work at least twenty-two and one-half (22.5) hours per week. Full-time employees hired on or after December 11, 2017, must be regularly scheduled to work sixty (60) hours per pay period. Part-time employees hired on or after December 11, 2017, must be regularly scheduled to work forty (40) hours per pay period. Employees hired before December 11, 2017, whose employment status changes will be
subject to the coverage requirements for employees hired after ratification upon their change in employment status.

Section 2. The contribution for health insurance shall be as set forth in Appendix A.

Thereafter increases in the premium shall be shared with the increase allocated 80% to the employer and 20% to the employee.

In no event, however, shall employees in the bargaining unit be charged more for dependent coverage than the Employer’s non-union employees covered by the same medical insurance plan.

Section 3. All regular full-time and part-time employees hired prior to December 11, 2017, regularly scheduled to work at least twenty-two and one-half (22.5) hours per week, and their immediate families shall be covered by the Hospital dental insurance plan. The contribution for dental insurance shall be as set forth in Appendix A.

Thereafter increases in the premium shall be shared with the increase allocated 80% to the employer and 20% to the employee.

Section 4. All insurance coverage will become effective on the first of the month following three (3) consecutive months of employment, except the dental insurance shall become effective the first of the month following one year of continuous service. When an employee’s status changes from being ineligible for insurance coverage to being eligible for insurance coverage, insurance will be effective on the first of the month following the change in status. If an employee is on worker's compensation benefit or on a medical leave of absence the employer shall
continue the above insurance coverage on the same, contribution basis as set forth above for up to three (3) months from the date the employee commences his/her leave.

Section 5. New employees who waive insurance coverage will receive a bonus of $50.00 a month for waiving employee coverage and an additional $40.00 per month for waiving spousal coverage. New employees who waive family coverage will receive a bonus of $3,000.00 per year for waiving coverage. New employees who waive coverage for two parties other than employee/spouse will receive a bonus of $2,000.00 per year. The above amounts are applicable to current employees only after the current enrollment period and the employee must show proof of coverage, i.e. comparable coverage elsewhere to get the stipend.

Section 6. The Hospital agrees to continue its prescription plan currently in effect which is included in the health insurance plan.

Section 7. The Hospital has the right to change insurance carriers, or become self-insured provided the coverage obtained is equal to or better than the current level of benefits.

Section 8. The parties agree that pre-existing conditions will be covered to the extent required by law.

Section 9. The Hospital may require a second surgical opinion prior to providing coverage.

Section 10. Preferred Provider Organization (P.P.O.) and/or other Managed Care Program(s). The Hospital may establish a P.P.O. and/or other Managed Care programs. In the event that the Hospital does establish such programs, the parties will meet to discuss the impact and/or implementation of such a
program(s), at the request of either party. Employee participation, if such a P.P.O. and/or Managed Care Program is established, shall be voluntary.

Section 11. The Hospital will not submit a bill for services or treatment at the Hospital for employees only. This does not apply to doctors who bill independently.

Section 12. Under current law, eligible per diems can enroll in the Value Plan pursuant to the terms of that Plan.

ARTICLE 23 - LIFE INSURANCE, OTHER INSURANCE & PENSION PLAN

Section 1. The Employer shall continue to provide, at its entire cost and expense, life insurance and accidental death and dismemberment insurance on the life of each full-time employee covered by this Agreement upon expiration of the probationary period in accordance with the terms and conditions of the Plan. The life insurance amount is one times (1X) base salary, rounded to the nearest $1,000.00, subject to a maximum of $150,000.00.

Section 2. The Employer shall continue the current temporary State disability benefit plan for all bargaining unit employees.

Section 3. The Employer shall participate in the pension plan with the IUOE Multi-Employer Central Pension. The contribution level required of the Employer shall be $1.60 an hour effective in the first full payroll period after August 15, 2016 paid up to annualized calendar maximum of 2080 hours. The adjustments will be made on the nearest payroll date to the forgoing dates either before or after.
Section 4. Employees shall be eligible to participate in the Employers 401(k) plan.

Section 5. The Employer shall continue to provide, at its sole cost and expense, malpractice insurance covering each bargaining unit employee.

Section 6. Worker’s Compensation shall be provided by the Employer as required by law.

Section 7. The Employer shall continue its practice of referring employees who desire to purchase auto insurance at a discount to its insurance carrier if such insurance is available from such carrier at a discount.

ARTICLE 24 - WAGES

Section 1.
A. Effective the first full pay period after August 15, 2017, employees will receive a $1.00 per hour increase. The Wage Guide set forth in Appendix D will not be changed.

B. Effective the first full pay period after August 15, 2018, employees will receive a 2% wage increase. The Wage Guide set forth in Appendix D will be adjusted to reflect the increase.

C. Effective the first full pay period after August 15, 2019, employees will receive a 2% wage increase. The Wage
Guide set forth in Appendix D will be adjusted to reflect the increase.

D. Per Diem employee wage rates will be adjusted as outlined in Paragraphs A to C above.

E. Effective August 15, 2018, full and part-time employees covered under the collective bargaining agreement will receive one (1) forty cents ($.40) increase to their hourly rate of pay on the anniversary date of hire between August 15, 2018 and August 14, 2019. The forty cents ($.40) adjustment above, will apply to all full time and part-time employees who have completed at least one (1) year of service by the effective date of adjustment.

F.

Percentage increases listed above will apply to all full time and part time employees.

A. In hiring in new employees, the Hospital will place such new employees between the minimum and maximum range at a rate comparable to current incumbents with equal or greater years of experience. In no event shall the employer compensate a new hire at a rate greater than a bargaining unit member who has equal to or greater years of service in the profession without increasing the bargaining unit member(s) rate to the higher rate.
B. Lead person will be paid $1.50 above their regular rate.

*See Addendum E for Wage Rates.*

**Section 2.** Per Diem rates for bargaining unit employees are set in Article 42, Section 3 of the contract.

**ARTICLE 25 - SHIFTS/SHIFT DIFFERENTIAL**

**Section 1.** The present shifts are 7:00 a.m. to 3:00 p.m., 3:00 p.m. to 11:00 p.m., and 11:00 p.m. to 7:00 a.m. However, this shall not be construed to prohibit the Hospital from continuing and/or instituting starting times other than the foregoing. In addition to the above the Hospital will create a 11:00 a.m. to 7:00 p.m. (this is not an on call shift) shift in the Cath Lab. The parties agree the Hospital can create a twelve (12) hour weekend shift for an ultrasound technician.

**Section 1a.** Bargaining unit members will be hired for steady shifts on a regular full time or part time basis.

**Section 2.** Shift differential is defined as the premium pay awarded to those employees covered by this Agreement, working what is commonly known as the evening and/or night shift.

**Section 3a.** The evening shift differential shall be two dollars and seventy-five cents ($2.75) per hour in addition to the regular base pay.
Section 3b. The night shift differential shall be three dollars and fifty cents ($3.50) per hour in addition to the regular base pay.

Section 4. The shift for which an employee is eligible for differential pay is determined by the majority of hours that are worked during a shift.

Section 5. In the event an employee works an equal number of hours between day/evening shift parameters, he/she will receive the evening shift differential for the entire shift. Similarly, if the employee works an equal number of hours between evening/night shift parameters, he/she will receive the night shift differential for the entire shift.

Section 6. Weekend work for employees will be considered work done from 7:00 a.m. Saturday through 7:00 a.m. Monday.

Section 7. Any employee who works a weekend as defined above, will be paid at the rate of one dollar and sixty cents ($1.60) an hour for all hours worked, in addition to their regular hourly rate and evening/night differential if applicable during weekends worked.

ARTICLE 26 - SHIFT CHANGE & JOB POSTINGS

Section 1. All shift changes, transfers, vacancies, and newly created positions within the bargaining unit will be posted seven (7) consecutive days excluding weekends and holidays, on the Hospital bulletin board at all sites. If the position remains unfilled, the posting shall be repeated until the position is filled. The name of the successful bidder will be posted, and a copy sent to the Local within seven (7) days of a successful bidder being selected. The appropriate department manager will, upon request, meet with
any employee who was denied the job and advise the reason for the denial.

Section 2. Presently employed bargaining unit members will be given first preference for all bargaining unit jobs.

Section 3. The Hospital may post and advertise the position at the same time, but present bargaining unit employees at the Hospital will have preference over non-employees.

Section 4. Where two or more employees are under consideration for shift change, transfer, vacancies, and newly created positions, and the applicants are relatively equal, the Employer shall grant the position to the employee with the greatest bargaining unit seniority. Disputes under this Article shall be subject to the grievance and arbitration provisions of this Agreement.

Section 5. All shift changes, transfers, vacancies, and newly created positions should be completed expeditiously, if possible within thirty (30) days. However, in no event shall such a change as outlined above exceed sixty (60) days of said approved shift change, unit transfer, etc.

Section 6. Employees whose applications for any of the Section 5 changes or positions that are approved or denied shall be notified in writing within five (5) week days of such approval.

Section 7. Employees who have successfully bid on an open position under this Article may not place a bid on another position until three (3) months after starting a new position, unless said employee obtains prior permission from the Employer to bid. New
employees may not bid on another position until they have been employed six (6) months.

Section 8. An employee who is transferred to a new unit/area or job shall serve a transitional period of 225 actual hours of work or six (6) calendar weeks, whichever comes first. The employer will provide to the employee serving the transition period an interim performance review based on the new job skills checklist within 150 actual hours worked or four (4) calendar weeks whichever comes first.

The employee may be removed from the new job during the transition period based on a unit-based competency checklist. If the employee is removed from the new job during the transition period, s/he shall be returned to her/his former position. An employee will not be discharged during the transition period without just cause. An employee may be permitted to return to their original position after s/he has worked 150 actual work hours or four (4) calendar weeks, whichever comes first.

ARTICLE 27 - TUITION REIMBURSEMENT & CERTIFICATION REIMBURSEMENT

Section 1a. Regularly scheduled full-time employees shall receive financial reimbursement, up to a maximum of $3,500.00, if going for a matriculating program on a Bachelor's or Master's level. Employees pursuing a Masters degree are eligible for this benefit after one year of employment. If the employee is not pursuing a degree program, courses that are hospital-related, will be reimbursed at a rate of one hundred percent (100%), up to a maximum of $2,000. Reimbursement is limited to tuition, student fees, and laboratory fees.
Section 1b. Employees shall be reimbursed under the terms of this Article, up to a maximum of three hundred dollars ($300.00) combined total for the costs incurred in taking a National Certification Examination, Recertification Examination, or preparatory course. In order to obtain reimbursement for either the examination or the course the Certification Examination must be passed.

Section 1c. Employees will only be reimbursed for certifications that have been approved by the appropriate departmental manager and must be in the employee's area of practice.

Section 2. Employees shall receive a full refund for a passing grade. A passing grade is "C" or better.

Section 3. Regular part-time employees shall receive this tuition reimbursement benefit on a pro rata basis as follows:

Full-time Equivalent Status .5 Percentage of Reimbursement Benefit 50%

Section 4. The Employer shall reimburse the employee for the credits as set forth in this Article, within thirty (30) days of the presentment to it of the grades of the employee, by separate check and without deductions for withholding taxes, social security taxes and the like. All tuition bills must be submitted to the Human Resources Department at the Hospital on a semester basis and within ninety (90) days of the closing of the semester or receipt of grade. Failure to submit these tuition bills on time may result in forfeiture of reimbursement under this Article.
Section 5. If an employee is enrolled in a course prior to employment at the Hospital, s/he will not be paid for courses during that period, but will be reimbursed if s/he started school during her/his probationary period. On completion of the probationary period, s/he will be reimbursed.

Section 6. Employees, who avail themselves of the tuition reimbursement provided for in this Article, shall remain in the employ of the Hospital for a period of one (1) year after the completion of a course for which tuition reimbursement has been paid. Any employee who fails to meet this service commitment shall reimburse the Hospital pro rata for the amount of tuition reimbursement received for that course(s). The service commitment shall not apply to layoffs, discharge, or disability retirements.

ARTICLE 28 - EDUCATION DAYS: IN-SERVICE EDUCATION & ORIENTATION

Section 1. Annually, each full-time bargaining unit employee, upon request, shall be granted one (1) paid education day of seven and one-half (7.5) straight time hours. The education days must be scheduled according to normal departmental scheduling practice. The Hospital agrees to pay 100% of the registration fee of any course approved by the appropriate department manager to a maximum of three hundred dollars ($300.00) per employee, per year. When requested, education days cannot be unreasonably denied. Education days shall not accumulate from year-to-year, and if not used shall be waived.
Section 2. The Employer will conduct in-service education programs for the betterment and continued update of current clinical practices, and offer programs for all three shifts. In the event that such a program is scheduled on an employee's time off, and the employee is requested to attend, the employee will attend and will be paid at the rate of time and one-half (1 ½) for the hours spent. If the Department Manager does not require the employee to return to work, the employee will be paid for the remainder of the shift. If the employee is asked to return to work but is unable to do so, s/he may opt to take the remaining time as benefit time.

Section 3. Except in unusual circumstances, the posting of the schedules of in-service educational programs will be done in accordance with the departmental scheduling practices.

Section 4. Nothing herein shall affect the existing practice whereby employees from time to time are requested by management to take certain courses at Hospital expense, such employees will be reimbursed $.405 per mile for all miles traveled.

Section 5. There shall be a planned orientation program for all new employees. While the content of the program is determined by the Hospital, it shall include a specific skills check list. The appropriate Department Manager will assure that new employees receive appropriate orientation to the health care facility, including specific orientation programs to clinical areas and individual responsibilities.

Section 6. Continuing Education, In-Service, and Specialized Training shall be provided to all employees whenever new equipment or methods are introduced to the facility. Whenever such new equipment is being introduced, the methods and new
equipment shall be shown and a demonstration provided to employees prior to the implementation of such equipment. Demonstrations shall be provided by an individual who specializes in the functions, technical specifications, and limitations of the equipment being introduced.

**ARTICLE 29 - NON-TECHNICAL FUNCTIONS**

In the interest of high quality patient care, bargaining unit Employees shall not be required to routinely perform the duties of Employees in the non-technical departments, such as transporting patients, unless required by patient care needs.

**ARTICLE 30 - PRECEPTOR PROGRAM**

**Section 1. Preceptor Program**
Explanation and definition: An essential component of the orientation of new staff and newly transferred employees is an experienced co-worker to facilitate the transition from new employee/transferred employee to a contributing member of the staff. The goal of the preceptor program is to facilitate a smooth transition of the new staff/newly transferred technical employee (orientee) into a new environment by recognizing his/her individual needs. The preceptor’s role is to assist the orientee to adjust to the organization, environment, functions, and responsibilities through a planned approach to the unit orientation.

**Section 2.** The Hospital will assign a lead person to new technical employees and/or newly transferred technical employees. The Lead person may facilitate the transition from new employee/transferred employee to a contributing member of the staff. The Lead person may assist the orientee to adjust to the
organization, environment, functions, and responsibilities through a planned approach to the unit orientation.

Section 3. If the Lead person is not available to precept (e.g., not schedule, LOA, using accrued time off) an employee will be chosen by the Department Manager based on clinical competency, interpersonal skills, and a minimum of one (1) year of service at the Hospital. If there is more than one qualified employee in the unit, assignments will be rotated amongst qualified interested staff. Neither the Lead or non-lead preceptor shall have her/his shift changed to accommodate the preceptor duties.

Section 4. Non-lead employees will be paid a one dollar ($1.00) per hour differential during the time they are orienting new employees. The length of the orientation period is variable depending on the orientee’s needs and progress. The orientee will not be counted as patient care staff during his/her orientation period.

Section 5. All employees that are precepting will attend one (1) full day of training. Training subjects and timing will be established as determined appropriate by the Regional Education Department for the lead/preceptor role.

**ARTICLE 31 - WORKING OUT OF TITLE**

Section 1. Employees who are requested to assume the duties of a Department Manager, Supervisor, Lead position, or any position outside of the unit shall receive a five percent (5%) differential of their regular base rate.
**ARTICLE 32 - LEAVE OF ABSENCE**

Section 1. Regular full-time and regular part-time employees who have completed six (6) months of service may be granted a leave of absence for good reason without pay or other benefits. Seniority shall continue to accrue for the duration of a paid leave of absence and will be maintained for the duration of an unpaid leave of absence. Personal leaves of absence may be granted at the sole discretion of the Hospital. Medical leaves of absence that are not qualified for FMLA or the New Jersey Family Leave Act (“NJFLA”). A leave will not be unreasonably denied and may be granted as outlined in the conditions below upon submission of satisfactory proof that such a leave is required. Leave under Federal Medical Leave Act (FMLA), the New Jersey Family Leave Act (NJFLA) or the American with Disabilities Act (“ADA”) will be granted in accordance with law. While out on approved leave of absence only accrued time shall be used.

Section 2. Requests for leaves of absence, including the reasons therefore, must be made in writing to the appropriate manager as far in advance as practical, but in no event later than four (4) weeks before the requested leave, except when the leave is for medical reasons for the employee, in which case notice shall be given as soon as the disability is known. All leaves must be approved in writing by the Hospital prior to the commencement of the leave.

Section 3. The initial leave of absence may be for up to three (3) months upon written application. Said leave may be extended for
up to an additional three (3) months, subject to a maximum of six (6) months. Such extensions shall be at the sole discretion of the Hospital in accordance with law. Medical leave extensions may be granted upon provision of proof that such a leave is still required.

Section 4. An employee who fails to return to work on termination of her/his leave of absence, and who has not been granted a written extension of said leave, shall be deemed to have resigned.

Section 5. The Hospital shall have the right to require an examination of the employee by its physician, at the expense of the Hospital, upon the return to work of an employee from any leave of absence provided herein. Failure to comply with the Hospital’s request shall be deemed a termination.

Section 6. An employee who engages in gainful employment during a leave of absence, unless approved by the Hospital in advance, will be deemed to have resigned.

Section 7. An employee will be subject to immediate dismissal for falsifying any reasons given to the Hospital for a leave of absence.

Section 8. The Hospital will provide the same position and base rate to the employee returning from a leave of absence if the leave is less than the three (3) months provided, however, the Hospital will hold open the position only once in a rolling twelve (12) month period. After three (3) months, the employee shall be returned to her/his previous position if it
remains open. If not, the employee shall be returned to the most comparable position.

Section 9a. Employees who are granted a non-FMLA leave of absence shall have health benefits continued only through the end of the month in which the leave of absence occurs. If an employee desires to have health benefits continued beyond that period, the employee must make the necessary arrangements with the Human Resources Department to continue same by paying the entire cost of the benefits in advance of the month in which coverage is desired. In the event an employee fails to make such arrangement, the benefits shall be terminated at the end of the month in which the leave of absence commences.

Section 9b. An employee on an FMLA leave shall have health benefits continued subject to the contributions set forth in Article 22, Appendix A.

Section 9c. When paid sick time is available, the employee may use paid sick time to supplement the entire difference between the employee’s regular earning earnings and short-term disability payments. If the employee chooses, the employee may use paid time instead of receiving short-term disability payments, if eligible.

Section 9d. No accrual of sick time except as provided by law. Other benefits may continue to accrue prorated on the hours paid by the Employer, for maximum of twenty-six (26) weeks (including the FMLA period). However, an employee who uses the same number of paid time hours per week in order to receive
compensation as the employee was regularly scheduled to work prior to the leave shall not be limited to twenty-six (26) weeks.

Section 10. Employees who are eligible for leave under the New Jersey Family Leave Act or under the Family and Medical Leave Act shall be entitled to leave consistent and in accordance with all terms, conditions, rights and obligations contained in those state and federal statutes as currently constituted or as amended, from time to time. Such leaves shall be charged against any leave entitlement in this Article, provided that notice is given to the employee that a leave is designated as Family Leave and/or Family and Medical Leave.

ARTICLE 33 - JURY DUTY/REIMBURSEMENT

Section 1. Full time and part time Employees who are called to serve as jurors shall not suffer any loss of pay for a maximum of ten (10) working days. The remainder of the jury duty leave will be unpaid, however, employees may substitute holiday and paid time off for unpaid jury duty leave. The receipt of a subpoena or the notice to report to jury duty must be reported immediately to the employee's appropriate Manager, and the Hospital may request that the employee be excused or exempted from such jury duty if, in the opinion of the Hospital, the employee's services are essential at the time of the proposed jury service. Employees are permitted to keep the jury duty pay received from the court. Time spent serving jury duty is considered hours worked for overtime purposes.
Section 2. All full-time, and regular part-time and per diem employees who are either requested by the Hospital to appear in any action to which the Hospital is a party, or which involves a claim of malpractice against the employee arising out of her/his employment with this Hospital, but not when the appearance is on behalf of any prospective, present or former employee who is an adverse party to the Hospital, shall be paid at the regular rate of pay for time spent. Each employee who receives a subpoena or request shall immediately report the same to their supervisor, who shall make the necessary arrangements for time off.

ARTICLE 34 - BEREAVEMENT LEAVE

Section 1a. Time off with pay up to three (3) working days will be granted to all regular full-time employees when there is a death in the employee’s immediate family. Regular part-time employees shall be granted two (2) days off with pay when there is a death in their immediate family. Immediate family shall be defined to mean mother, father, husband, wife, brother, sister, children, grandparents, grandchildren, mother-in-law, father-in-law, and significant other. If necessary, an Employee may choose to use two (2) days of paid benefit time excluding sick time to supplement their bereavement leave for the death of spouse or child.

Section 1b. “Significant other” is defined to mean a person with whom the employee has entered into a domestic partnership and received a Certificate of Domestic Partnership under the New Jersey Domestic Partnership Act.

Section 1c. If the Employer has a verifiable and reasonable suspicion regarding the validity of the request, the Employer may
require documentation. The Employer agrees not to withhold payment of the bereavement time.

Section 1d. If necessary, an employee may choose to use personal days or vacation to supplement their bereavement leave.

ARTICLE 35 - AVAILABLE TIME

Section 1a. A four (4) week schedule will be posted two (2) weeks prior to the beginning of next schedule. Switching of scheduled times may be permitted.

Section 2a. The Hospital will schedule employees as follows:
1. Full-time employees will be scheduled first.
2. No part-time employee will be scheduled unless all active full-time employees are scheduled their regular amount of hours for the four (4) week schedule.
3. Part time employees will be offered up to 37.5 hours/week before any per diem is scheduled. This is considered a scheduling matter not available time. Available time comes after the schedule is done.
4. No per diem employees will be scheduled unless and until all active full-time and part-time employees are scheduled their regular amount of hours.
5. Temporary employees may be scheduled to cover special projects, replace employees on leave of absence, vacation, or holidays.
6. Agency may be scheduled if the available time procedure as specified in this article was
followed and no member in the bargaining unit has requested to bump the Agency within forty-eight (48) hours.

Section 2b. Two (2) weeks prior to the four (4) week schedule being posted, employees will submit to the Hospital, a duplicate form (available time form—see Appendix B) indicating her/his availability for additional time for the next four (4) week schedule. The Hospital will retain copies of the four (4) week schedules and available time forms for a six (6) month period.

Section 2c. If all full-time, part-time, per diem employees are scheduled their straight time hours and there is available time, the Hospital will schedule employees based upon the forms submitted by the employees. During the first seven (7) days of the posted available time period, time will be granted to employees who are regularly assigned to the department that posted such time. Any two or more unit employees of the same status signing up for the same available time, the most senior unit staff member of that status will be given the available time. This will be done on a rotation basis to ensure equity. On day eight (8) the remaining qualified employees hospital wide will be scheduled for available time on a seniority basis based on the priorities set forth in section 2d below.

Section 2d. The order of priority for available time is as follows:

1. part-time  <37.5 hours
2. per diem    <37.5 hours
3. full-time   >37.5 hours
4. part-time   >37.5 hours
5. per diem    >37.5 hours
Section 3. Available time will be posted for full shifts first. If no one bids for a full shift, then six or four hours will be posted. This will be house wide.

Section 4. If available time is not filled by the bargaining unit members with seventy-two (72) hours of the scheduled time to be filled, the Hospital reserves the right to fill the vacancy with an Agency technologist. Bargaining unit members may bump an Agency technologist if s/he provides notice to their department manager within forty-eight (48) hours of the shift. If an employee cannot work the available time that was previously approved, the Employer shall offer that available time to the next in rotation.

Section 5. A commitment to work available time is a serious commitment. Failure to report to work for available time without timely notification (24 hours) will result in an employee being barred from available time for one (1) posted schedule period. The Employer may waive such action in the event the employee produces documentation as to the reason for their failure to report. Repeated occurrences may result in disciplinary action.

Section 6. Once scheduled for available time, an employee may be cancelled provided they are given four (4) hours advance notice of the set available time. If an employee is canceled with less than four (4) hours advance notice, s/he shall be paid a minimum of four (4) hours at the applicable rate of pay.

ARTICLE 36 - ON-CALL

Section 1a. An employee may take on-call after successful completion of their departmental orientation period.

Section 1b. On-call employees may elect to take call at home
provided they comply with the following:

Cardiac Catheterization must be within forty-five (45) minutes of the Hospital.

*See Article 49

Once the 11:00 a.m. to 7:00 p.m. shift is initially established and filled in the Cath Lab the Employer will establish on call shift 7:00 p.m. to 7:00 a.m. Monday through Friday and 7:00 p.m. Friday until 7:00 a.m. Monday.

Radiology Technologist must be within one (1) hour of the Hospital

Section 1c. The Hospital will provide adequate sleeping quarters for on-call technologists who elect to remain at the Hospital. The Hospital agrees to provide beepers for those technologists who take call at home. Employees taking in-house call shall also be provided with beepers.

Section 1d. After December 11, 2017, employees on-call will receive four dollars and fifty cents ($4.50) per hour for all hours actually on-call during weekdays. After December 11, 2017, employees on-call will receive four dollars and seventy five cents ($4.75) per hour for all hours actually on-call during weekends and Holidays. Any employee called in shall receive time and one-half (1 ½) of his/her regular rate of pay for all hours actually worked with a minimum of four (4) hours for any call in. If an employee leaves the premises and is called back for another emergency then he/she shall receive another four (4) hour minimum.

Section 1e. Holidays: If an employee is called in to work on a holiday, she/he shall receive time back in addition to the above listed payment.
Section 1f. Any employee who has worked four (4) hours on a call-in during the hours of 11:00 p.m. to 7:00 a.m. and is scheduled to work on the following morning, may be excused for all or part of the next scheduled shift by using vacation, sick or unpaid time by mutual agreement with the employer. Use of sick time for this purpose will be included in the calculation of overtime.

Section 1g. All present terms and conditions relating to on-call shall not change unless the parties mutually agree.

Section 1h. Per diem employees may be assigned to take one (1) weekend call and one (1) holiday call within a six (6) month period. On call will first be offered to full time, then part time, then per diems who volunteer, then if no one volunteers rotation will be done by inverse seniority with the least senior rotating first. Switching of assigned call or taking additional call may be arranged by mutual consent of the involved employees and supervisory notification.

Section 1j. Ultrasound Techs may volunteer by seniority for ultrasound weekend on-call shifts as posted by the Hospital on the on-call blank schedule. If there are insufficient ultrasound techs to fill the weekend on-call shifts on the schedule, the Hospital may assign weekend on-call shifts on a rotating basis by inverse seniority. The Hospital will make best efforts to assign an ultrasound tech on weekend on-call no more than once during the four (4) week posted schedule, staffing and patient care permitted. Nothing herein shall be construed as prohibiting an ultrasound tech from scheduling additional weekend on-call shifts by agreement with the Hospital. Weekday ultrasound on-call will continue per current practice.
ARTICLE 37 - ACUITY & STAFFING

The parties will form a labor-management committee to discuss acuity in the Respiratory Department and the Cardiac Catheterization Department.

ARTICLE 38 - PAID TIME OFF/BENEFIT DAYS
(CALCULATION)

Section 1. All paid time off (vacation, sick, holidays, etc.) with the exception of bereavement shall be calculated on the basis of seven and one-half hour (7.5) day. The value of such benefit days, when applied to an employee’s regularly scheduled shift, shall not exceed the employee’s total number of benefit day entitlement, as stated above, multiplied by seven and one-half (7.5) hours.

Bereavement time shall be valued to correspond to the number of hours of the employee’s regular shift (i.e. seven and one-half (7.5), nine and one-half (9.5), or eleven and one half (11.5) hours as the case may be).

Section 2. Benefit Days must be taken in increments corresponding to the employee's regularly scheduled shift, or as otherwise stated in this Agreement.

ARTICLE 39 - CONTRACT PRINTING

The cost of printing the collective bargaining agreement shall be shared equally by the Hospital and the Union, provided that the parties mutually agree upon the total copies to be printed prior to publication. The Hospital will have an opportunity to review the print galley before printing, and the parties will mutually agree to the printer and the price.
ARTICLE 40 - HEALTH & SAFETY

Section 1. The Hospital is responsible for maintaining a healthful and safe work environment. The Hospital will make all reasonable efforts to maintain its equipment and physical plant in accordance with health and safety objectives.

Section 2a. The Hospital will keep all staff informed of all new developments in the area of infectious diseases and occupation exposure with a special emphasis on Radiation exposure, AIDS and influenza (i.e., CDC, OSHA, NIOSH)

Section 2b. The Hospital will provide and maintain all personal protective equipment as outlined by the Center for Disease Control, OSHA, and any applicable governmental regulatory agency.

Section 2c. The Hospital will continue to maintain a medical monitoring program for any employee who is exposed to an infectious or occupational disease through a work related activity.

Section 3. The Hospital will review security needs on an ongoing basis and develop security measures necessary to provide proper protection for the staff.

Section 4. Employees or the Union may submit suggestions and comments regarding safety issues to Human Resources. Human Resources shall transmit all communications to the relevant safety committees for consideration.

Section 5. An employee may request assistance by security to their vehicle for safety purposes. Security will grant such request.
ARTICLE 41 - INCLEMENT WEATHER

Section 1. Employees are expected to work a full shift regardless of weather conditions.

Section 2. Employees scheduled to work during a state declared weather emergency or a site declared weather emergency will be paid for a full shift provided they report to work within two (2) hours of the beginning of their scheduled shift.

Section 3. If an employee does not arrive as scheduled, s/he will be required to use vacation.

Section 4. If neither a state nor site declared weather emergency is declared, employees are expected to allow enough time to arrive at work on time.

ARTICLE 42 - PER DIEM PROGRAM

Section 1. Newly hired per diem employees shall receive orientation in accordance with the established departmental program to which they will be assigned.

Section 2. Once scheduled, a per diem may be cancelled as provided in Article 14, section 1 d.

Section 3a. The following are hourly rates payable to a bargaining unit member who works on a per diem basis. All present members of the bargaining unit shall receive the same increases as full-time and part-time employees. The pay increases
listed below shall become effective the first full pay period after August 15, 2015 and August 15, 2016.

**Section 3b.** Per Diem employees will make themselves available one (1) weekend per month and one (1) winter holiday (Christmas, New Year’s or Thanksgiving) and one (1) summer holiday (Memorial Day, Independence Day or Labor Day). For the length of this Agreement, per diem employees may be cancelled with three (3) hours’ notice. The per diem employees committed days per month must be submitted to the Director or Manager prior to the posting of the schedule, the same as full-time and part-time employees. Time in excess of the two (2) committed days per month or three (3) committed days per month (in instances where the required Holiday is included) will be considered available time and subject to Article 35 “Available Time.”

**Section 4.** No per diem employee will be rotated off a holiday until all full-time and part-time employees are offered to rotate off based on seniority. Employees scheduled to work on any holiday may trade that holiday with an employee not scheduled to work provided their skills are similar. Such trade of the holiday(s) shall count as the employee originally scheduled as having worked as scheduled but shall not count as the volunteer replacement working on that day. Volunteering to work on a holiday for which the employee was not scheduled does not satisfy the employee’s obligation to work her/his scheduled holiday.

**Section 5.** Per diem employees may be assigned to take one (1) weekend call and one (1) holiday call within a six (6) month period. On call will first be offered to full time, then part time, then per diems who volunteer, then if no one volunteers rotation will be done by inverse seniority with the least senior rotating first.
Switching of assigned call or taking additional call may be arranged by mutual consent of the involved employees and supervisory notification.

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<th>Title</th>
<th>Current [After 8/15/17]</th>
<th>8/15/18-2%</th>
<th>8/15/19-2%</th>
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<td>Cat Scan Technician</td>
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<td>Ultrasound Technologist</td>
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<td>$35.29</td>
<td>$36.00</td>
</tr>
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</table>

66
In addition, individuals working in this status, shall have added to the above listed rates, all appropriate differentials.

Section 6. Per Diem employees shall be eligible for participation in the IUOE pension plan based on the requirements of that plan. The employer shall contribute the same hourly rate for per diem employees as specified in Article 23.

ARTICLE 43 - LABOR-MANAGEMENT COMMITTEE

The parties agree to continue their discussions through a joint labor management committee to find ways to reduce agency usage and equalize on-call.

ARTICLE 44 - WEEKENDS

In the event the Hospital proposes a change in the weekend commitment for employees, it will meet and negotiate same with the Union.

Radiology

Weekend work in Radiology shall be covered in the following order.

1. Per Diem Employees
2. Part Time Employees
3. Full Time St. Mary’s employees hired before February 15, 2007

All new hires shall have a weekend commitment of every other weekend on a steady rotating basis.

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All full time PBI employees hired by St. Mary’s shall be grandfathered from weekend work.

**ARTICLE 45 - PFT-12 HOUR SHIFTS**

**Hours of Work**
Two (2) 7.5 hour shifts per week
One (1) 11.5 hour shift per week
One (1) 11 hour shift per week

All other terms and conditions for the twelve hour shift are as provided for in the rest of the collective bargaining agreement.

**ARTICLE 46 - MANAGEMENT RIGHTS**

**Section 1.** The management of the Hospital and the direction of the working forces are vested exclusively in the Hospital management. Except as specifically limited by this Agreement, the Employer retains the sole right to determine the workforce, to hire, discipline, discharge, layoff and promote; to determine or change the starting and quitting time and the number of hours to be worked; to promulgate rules and regulations, to assign duties to the workforce, to organize, discontinue, enlarge or reduce a department function or division; to assign or transfer employees to other departments or shifts as operations may require; to introduce new or improved facilities and carry out the ordinary and customary functions of management. None of these rights shall be exercised in a capricious or arbitrary manner.

**Section 2.** The Union recognizes the Employer may introduce a revision in the method or methods of operation, which will produce a revision of job duties and a reduction in personnel in any
department. The Union agrees that nothing contained in this Agreement shall prevent the implementation of any program and of the workforce reductions of any program to be hereinafter undertaken by the Employer. The Union, on behalf of the employees, agrees to cooperate with the Employer to attain and maintain the full efficiency and maximum patient care, and the Employer agrees to receive and consider constructive suggestions submitted by the Union on behalf of the employees towards these objectives.

Section 3. There shall be no individual agreements between employees and the Employer. This Agreement contains the full understanding between the parties, and cannot be modified except by written agreement between the parties.

ARTICLE 47 - DEPARTMENTAL MEETINGS

The Hospital agrees to hold Departmental meetings on an as-needed basis, but at least quarterly, with unit employees. Written minutes shall be kept of all such meetings and will be made available to unit employees.

ARTICLE 48 - SUCCESSORS AND ASSIGNS

The Employer’s obligation under this Agreement shall be binding upon its successors, administrators, executors and assigns. The Employer agrees that the obligations of this Agreement shall be included in any agreement of sale, transfer or assignment of the business to a third party. In the event an entire active or inactive operation, or a portion thereof are sold, leased, transferred or taken over by sale of substantially all of the Employer’s assets as a going concern, transfer, lease, assignment, receivership or bankruptcy or
state law insolvency proceedings, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof. Transactions covered by this provision include mergers, consolidations, spin-offs, sale of substantially all of the Employer’s assets as a going concern, or any other method by which a business is transferred. It is understood by this section that the signator Employer shall not sell, lease or transfer any operation, or portion thereof to a third party with the intent to evade this Agreement. The corporate reorganizations by a signatory Employer, occurring during the term of this Agreement, shall not relieve the signatory Employer or the re-organized Employer of the obligations of this Agreement during its term.

The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, or other entity involved in the sale, merger, consolidation, acquisition, transfer, spin-off, lease or other transaction by which the operation covered by this Agreement or any part thereof may be transferred. Such notice shall be in writing, with a copy to the Union, at the time the seller, transferor or lessor executes a contract or transaction as herein described, whichever first occurs. The Union shall also be advised of the exact nature of the transaction, not including financial details.

**ARTICLE 49 - MISCELLANEOUS**

Special Technicians can float to radiology when needed in radiology.

For a six (6) month trial period, Radiology techs will be permitted to voluntarily transport patients to and from the Emergency Room. Either party shall be permitted to request to continue this pilot at the end of the six (6) month period upon mutual agreement.
Techs may volunteer to float out of their float blocks if competent. Employees may volunteer to become competent to float out of their float blocks.

**CARDIAC CATHETERIZATION LAB**

If a procedure in the Cath Lab starts at least three (3) hours prior to the end of an employee’s regular shift, the employee will be required to continue working for a reasonable amount of time in order to complete that procedure. That reasonable period of time shall not exceed one (1) hour unless the employee is willing to remain longer. The only exception to this requirement will be if the employee is responsible for the care of minor children and so advises the manager at the start of the case. Any time worked beyond the employee’s regular shift in these situations shall be paid at time and one-half (1&1/2). Current (8hour) Tech employees in the Cath Lab will be offered the option of 10 and 12 hour Shifts. Thereafter new hires can also be offered 8/10/12 hour shifts as part of this agreement.

When a Cath Lab employee is on-call and is called in as provided for in Article 41 Section 1d. there is a minimum of 4 hours paid. Subsequent call in(s) during the 4 hour minimum time frame will not trigger another 4 hour minimum unless the second call in time exceeds the 4 hour window or is after the previous 4 hour time frame has elapsed.

In the Cath Lab, employees will stock their own room. The following language will be included in the job descriptions. “Employees will replenish any stock that they use while working in their assigned room.”

71
ARTICLE 50 - FLOATING

If an employee voluntarily goes for an additional certification(s) in a modality, the Hospital will review and approve requests under Article 27(1)(c) and will pay for such approved request under Article 27(1)(a) for all courses. Requests will not be unreasonably denied.

Employees who complete the training above, and are certified in another modality, shall receive the maximum rate in the new modality for all hours worked in the new modality, unless their base modality rate is higher, in which case they will receive a five (5) percent differential. The minimum time paid will be three (3) hours.

Floating is allowed between, among and within Radiology, Echo, Vascular, Cath Lab and their modalities if an employee is credentialed and certified. Floating will be voluntarily, except in the event there are no volunteers, the Hospital can require an employee, who is credentialed and certified, to float in inverse order of seniority when a supervisor deems necessary for patient care needs. Volunteers will be in order of qualification, full-time, part-time then per diems. Employees will be limited to be floated twice in one shift with the second float limited to their home base. Training and orientation will be provided. An employee can request additional training and orientation.

There will be no staff reductions as a result of implementing floating. A report will be generated monthly by the Employer showing the number of times employees have been floated and the modality they have been floated to. The Employer
will provide the reports to the Union and discuss staffing in the departments subject to floating.

The Hospital will also allow employees who volunteer to be certified in another modality the option to complete their required number of cases in the new modality at the Hospital under the guidance of a certified tech or the radiologist. The certified tech will receive preceptor pay for such time spent in providing the guidance.
ARTICLE 51 - DURATION OF AGREEMENT

This Agreement shall be in full force and effect in the period commencing August 15, 2017 and ending August 14, 2020. The Employer and the Union agree to jointly enter into negotiations relative to the renewal of this Agreement no later than sixty (60) days immediately preceding the termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals by their duly authorized representatives on the dates indicated below.
# Appendix A

**JNESO Technical Employee Medical Contributions**

All deduction amounts are *per pay period*

## 2018

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<th>Part-Time Employees</th>
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### DENTAL (2018)

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APPENDIX B

AVAILABLE TIME REQUEST FORM-APPENDIX B

Employee Name:________________________________________
Department:__________________________________________
(If you are requesting available time in a department other than your
home department, please indicate)

Status:
( ) Full Time ( ) Part Time ( ) Per Diem

Schedule Starting
date:__________________________________

Schedule Ending
date:__________________________________

*Available time requests must be submitted two weeks prior
to the initial posting of the four week schedule.

Date
Submitted:__________________________________
Available Time Shift requested:

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<th>11 am - 7 pm</th>
<th>3 pm - 11 pm</th>
<th>11 pm - 7 am</th>
<th>Date</th>
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</table>

Available time requests must be submitted two-weeks prior to the initial posting of the 4-week schedule.

**PLEASE KEEP A COPY OF THIS REQUEST FOR YOUR RECORDS**

79
May 29, 2007

Mr. Ronald Brooks
350 Boulevard
Passaic, NJ 07055

RE: Side Letter- Cross Training and Floating

Dear Mr. Brooks:

The following represents an agreement for the above captioned matter.

The parties agreed that with the assistance of the Mediator the parties will meet and discuss cross training and Radiology employees being moved between modalities that they are trained for.

Your counter signature indicates your agreement with this side letter.

William Macco
Labor Representative

Ronald Brooks
Vice President-HR
May 5, 2008

Side Letter - Radiology

The parties agree that the hospital may convert a day shift position in Radiology to a 5:00am to 1:00pm shift to be staffed by mutual agreement without hiring added personnel.

[Signatures]

S. Jones  
JNESD District Council 1

M. Stoffer  
St. Mary's Hospital
## APPENDIX D
### WAGE RATES

<table>
<thead>
<tr>
<th>Title</th>
<th>Current</th>
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<th>Effective the 1st Full Pay Period After 8/15/2018-2% thereafter + 10% on anniversary date</th>
<th>Effective the 1st Full Pay Period After 8/15/2019-2%</th>
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<td>$26.75</td>
<td>$26.79</td>
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ULTRASOUND WEEKEND ON-CALL

1. The parties agree the Hospital can create a twelve (12) hour weekend shift for an Ultrasound Technician which will be included in the parties’ collective bargaining agreement.

2. Ultrasound Techs may volunteer by seniority for ultrasound weekend on-call shifts as posted by the Hospital on the on-call blank schedule. If there are insufficient ultrasound techs to fill the weekend on-call shifts on the schedule, the Hospital may assign weekend on-call shifts on a rotating basis by inverse seniority. The Hospital will make best efforts to assign an ultrasound tech on weekend on-call no more than once during the four (4) week posted schedule, staffing and patient care permitted. Nothing herein shall be construed as prohibiting an ultrasound tech from scheduling additional weekend on-call shifts by agreement with the Hospital. Weekday ultrasound on-call will continue per current practice.