

Englewood Hospital and Medical Center

Negotiations with Health Professionals and Allied Employees

EMPLOYER'S MODIFIED "TIME LIMITED OFFER"

May 18, 2018¹

We are prepared to continue bargaining in good faith in order to reach a negotiated settlement. However, the Medical Center would like to reach an early settlement by next week and avoid the possibility of a strike or lockout.

To provide an incentive to reach an early settlement, EHMC is making a modified "Time Limited Offer" now, so that it can be discussed, considered, accepted and ratified next week.

This modified "Time Limited Offer" contains wage increases for all eligible nurses. This is a "package." This means the improvements in the modified "Time Limited Offer" are conditioned upon acceptance of the other terms in the modified "Time Limited Offer." If this modified "Time Limited Offer" is not accepted and ratified by **Monday, May 21, 2018** it will expire.

1. WAGES, INCREASES AND WAGE SCHEDULES:

The wage increase offered by the Medical Center as set forth below will continue the long history of EHMC RN salaries being among the highest in NJ, including HPAE-represented hospitals.

- a) Effective June 1, 2018 through May 31, 2022, step increases for all eligible regular full-time, weekend flex, regular part-time 1 and part-time 2 employees the first full pay period after each respective employee's anniversary date. Longevity bonus of \$1,000 for each full-time and weekend flex employee with at least 31 years of continuous service as of December 31, 2018, 2019, 2020 and 2021, and \$600 for each part-time 1 employee with at least 31 years of continuous service as of December 31, 2018, 2019, 2020 and 2021.
- b) Effective the first full pay period after December 1, 2018, all eligible regular full-time, weekend flex, regular part-time 1, part-time 2 and casual per diem employees shall receive a 1.0% increase in their base hourly rate of pay and the RN Wage Scale shall be adjusted accordingly.
- c) Effective the first full pay period after December 1, 2019, all eligible regular full-time, weekend flex, regular part-time 1, part-time 2 and casual per diem employees shall receive a 1.0% increase in their base hourly rate of pay and the RN Wage Scale shall be adjusted accordingly.
- d) Effective the first full pay period after December 1, 2020, all eligible regular full-time, weekend flex, regular part-time 1, part-time 2 and casual per diem employees shall receive a 1.0% increase in their base hourly rate of pay and the RN Wage Scale shall be adjusted accordingly.
- e) Effective the first full pay period after December 1, 2021, all eligible regular full-time, weekend flex, regular part-time 1, part-time 2 and casual per diem employees shall receive a 1.0% increase in their base hourly rate of pay and the RN Wage Scale shall be adjusted accordingly.

¹ EHMC reserves the right to add to, delete or modify its proposals. All tentative agreements reached on discrete proposals shall be in writing and initialed by the parties with the understanding that they are subject to agreement on the whole and ratification by the parties.

2. CONVERSION OF DEAN 8, DEAN 4, 2 KAPLEN, MOTHER/BABY AND PEDIATRICS TO 12-HOUR UNITS

Convert Dean 8, Dean 4, 2 Kaplen, Mother/Baby and Pediatrics to 12-hour units provided the union agrees that all nurses on these units will work 12-hour shifts, notwithstanding the provisions of Article 6.06 and Schedule H. Said conversions shall be completed by no later than June 1, 2019.

3. GROUP BENEFIT PLANS, ARTICLE 10 [BENEFITS]:

Add the following as new final paragraph to Article 10.01(B)

It is agreed that the Medical Center reserves the right to change the respective benefit vendor and/or carriers. Should the Medical Center elect to make such a change to the benefit vendor and/or carriers, any references to such vendors and/or carriers (e.g. QualCare) will be updated throughout this agreement.

Modify Article 10.01 (C) as follows:

Effective June 1, 2018, contribution schedules per pay period, will be as follows:

1. Englewood 3 Tier Plan	Full Time	Part Time 1
Single	\$40.71	\$89.53
Parent/Child	\$81.11	\$162.33
H/W	\$94.24	\$195.00
Family	\$122.21	\$244.35
2. Point of Service		
1 Party	\$81.42	\$122.17
2 Party	\$169.65	\$254.48
3+ Party	\$219.32	\$350.91

Effective January 1, 2019 and annually thereafter, employee contribution increases will be equivalent to the percentage increase to the premiums, but in no event will any contribution increase by greater than 5%.

Add the following as new final paragraph to Article 10.02(B)

It is agreed that the Medical Center reserves the right to change the respective benefit vendor and/or carriers. Should the Medical Center elect to make such a change to the benefit vendor and/or carriers, any references to such vendors and/or carriers (e.g. Delta Dental) will be updated throughout this agreement.

Modify Article 10.02 (C) as follows:

(C) Effective January 1, 2018 Contribution schedules per pay period, will be as follows:

1. Dental and Vision

	Full Time	Part Time 1
1 Party	\$6.28	\$11.50

2 Party

3 Party

\$18.86

\$27.64

\$31.40

\$50.27

Effective 1/1/19 and annually thereafter contribution schedule increase/decrease will be equivalent to the percentage increase/decrease to the premiums, but in no event will any contribution increase greater than 5%.

4. ENDOSCOPY ON-CALL

The Medical Center has proposed increasing the on-call requirements for the Endoscopy Unit as follows: Weekdays: 7 p.m. to 7 a.m., 4 days per month. Weekend: every 5th weekend (48 hours). One holiday per year (24 hours).

5. PROFESSIONAL RECOGNITION PROGRAM

Add the following as new Article 11.08:

11.08 Professional Recognition Program

To promote nursing staff satisfaction, retention and professional development, the Medical Center will provide a professional recognition program for eligible full-time staff nurses as outlined herein.

The program will run from January 1st through December each calendar year. To qualify for participation in the program, employees must submit their application to the Center for Clinical Practice ("CCP") between August 1st and September 1st of the preceding year and must reapply for the program annually thereafter. To be eligible to participate in the program, full-time staff nurses must: (a) have satisfied the performance standards for the preceptor role outlined in Section 11.12(B) of the contract for a period of at least one year, (b) have their BSN and (c) have received certification from a nationally recognized professional credentialing organization prior to the September 1st application date.

The employee will be notified whether his or her application has been accepted within six (6) weeks of the date the application was received by the CCP. Once the employee's application has been accepted, the employee must (a) maintain his or her certification, (b) successfully complete the required programs specified by the CCP and (c) meet established standards throughout the program year. Upon successful completion of the program year (as determined by the Medical Center), the employee shall receive a program year completion bonus of five hundred dollars (\$500.00), which is in addition to the certification differential outlined in Section 11.07 of this agreement.

The decision to offer this program is within the sole and exclusive discretion of the Medical Center. Nothing in this section shall be subject to the grievance and arbitration procedure, including but not limited to decisions regarding employee applications to the program, decisions related to the ongoing continuation or termination of the program or the compensation paid to employees who participate in the program.

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(Remaining Sections in Article 11 will be renumbered accordingly)

6. TUITION REIMBURSEMENT

Modify Article 11.09 C as follows:

Medical Center will reimburse Full Time and Part Time #1 employees for up to three hundred (\$300.00) dollars per year for specialty nursing certification or recertification exams or fees and/or approved continuing education courses. As an alternative to reimbursement, the Medical Center may, in its sole

discretion, enter into an agreement with an external vendor (e.g. ANCC's Success Pays program) to pre-pay up to three hundred dollars per year for eligible Full Time and Part Time #1 employees to take specialty nursing certification or recertification exams. The participation in such vendor related programs and/or vendor offered programs remains at the sole and exclusive discretion of the Medical Center. Notwithstanding the above, employees may continue to utilize the reimbursement method. Regardless of the option chosen, the maximum combined cost to the Medical Center shall not exceed three hundred (\$300.00) dollars per year.

7. WORK EXPERIENCE RECOGNITION

Modify Article 21 as follows:

(D) Employees hired after June 1, 2002 will be given one year of experience credit for each of the first five years of experience (using the current CBA definition of qualifying experience). Employees hired after June 1, 2018 will be given one year of experience credit for each of the first fifteen years of experience (using the current CBA definition of qualifying experience). Additional experience to be credited as described in this Section.

8. STAFF DEVELOPMENT PROGRAMS

Modify Article 3.03 (G) as follows:

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- G. Evaluations/Reviews: All employees upon completion of the probationary period, and then at least annually, will be reviewed on their nursing performance by the manager or designee. Such evaluations (reviews) are subject to the grievance procedure. All evaluations (reviews) will be reviewed by the employee and the manager or designee, and the evaluation will be made available for the employee to view at the time it is presented to the employee for discussion. Employees shall sign (electronically or manually) an acknowledgement that they have reviewed their evaluation (review) with their manager or designee.

Self-evaluation will be part of the performance appraisal process.

9. MEDICAL AND OTHER RELIEF

Add the following as new Article 9.06:

A. National Disaster Medical System (NDMS)/Disaster Medical Assistance Team (DMAT) LOA

Full time and Part time employees who are members of a Disaster Medical Assistance Team (DMAT)/NDMS shall be granted unpaid leave when activated by the US Department of Health and Human Services, Assistant Secretary for Preparedness and Response in response to a disaster, major emergency, special event, federal exercise or official training.

Employees who are activated to provide assistance in response to a public health emergency or to be present for a short period of time when there is a risk of a public health emergency or when they are participating in authorized training shall be subject to all the provisions and protections of USERRA.

B. Medical Missions/Relief Work LOA

Full time and Part time employees of EHMC that provide medical care domestically or abroad as part of an organized relief agency or organizational effort (such as American Red Cross, Heal the Children, Smile Train, NJSNA etc.) may request up to 30 calendar days of unpaid Medical Mission/Relief Work leave. Such leave shall be granted at the sole discretion of the Medical Center.

Employees may opt to be paid accrued vacation time while on a leave under this section. In addition, group medical, life, dental insurance will be continued for up to a maximum of 30 days for any approved leave under this section. However, if in an unpaid status, the employee must pay their usual contribution for such benefits. It is the employee's responsibility to make arrangements for payment to continue coverage with Payroll prior to the beginning of the leave of absence.

10. EFFECTIVE DATE AND DURATION

Modify Article 22 as follows:

(A) This agreement except as otherwise stated, will be effective from June 1, 2018 at 12:01 AM and will remain effective until 11:59 PM May 31, 2022 and from year to year thereafter unless terminated as provided in Article 23.

11. TERMINATION

Modify Article 23 as follows:

This agreement may be terminated effective 12:01 AM June 1, 2022 by written notice from either party, delivered to the other not later than March 1, 2022 of intent to modify or terminate and may be terminated effective 12:01 AM any subsequent June 1st by similar written notice delivered to the other party not later than the preceding March 1st. Notice of intent to modify will be equivalent to notice of intent to terminate.

12. TENTATIVE AGREEMENTS:

All signed tentative agreements are part of the modified "Time Limited Offer".

13. EHMC will withdraw any other outstanding proposals.

14. HPAE will withdraw any other outstanding proposals.