

AGREEMENT

By and Between

HEALTH PROFESSIONALS AND ALLIED EMPLOYEES AFT/AFL-CIO, LOCAL 5138

And

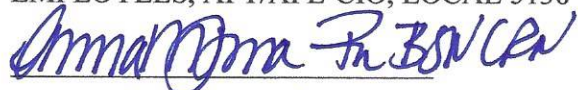
SOUTHERN OCEAN MEDICAL CENTER

MEMORANDUM OF AGREEMENT

1. Southern Ocean Medical Center and the Union have tentatively agreed to the attached changes to the collective bargaining agreement and the policies previously presented. This tentative agreement is subject to Southern Ocean Medical Center approval and ratification by the members of the bargaining unit.
2. This Agreement will remain open for twenty-four hours after the date of the ratification vote or July 1, 2020, whichever is sooner. If it is not ratified by the bargaining unit membership by that date, without a work stoppage, picketing, handbilling or other concerted activity, any or all provisions will be withdrawn.
3. The term of the new Agreement shall be three years, effective July 12, 2020 to May 15, 2023 assuming ratification by the Union members.
4. The Tentative Agreements attached will be incorporated into the new Agreement.
5. Except as modified by this Memorandum and the tentative agreements attached hereto, all other terms and provisions of the parties' current Agreement (which expired on June 22, 2020) shall be continued into the new Agreement for both Local 5138.
6. The Articles and Sections of the new Agreement shall be renumbered as appropriate, if necessary.
7. The Parties shall meet to review and sign off on the agreement and sign a signature sheet to be added to the final agreement.
8. The Union's negotiating committee shall recommend ratification to its members.

SOUTHERN OCEAN MEDICAL CENTER

HEALTH PROFESSIONALS AND ALLIED
EMPLOYEES, AFT/AFL-CIO, LOCAL 5138



Date: _____

Date: 6/22/2020

AGREEMENT

By and Between

**HEALTH PROFESSIONALS AND ALLIED EMPLOYEES *AFT/AFL-CIO*,
LOCAL 5138**

And

SOUTHERN OCEAN MEDICAL CENTER

July 12, 2020 through May 15, 2023

Non-Economic Proposal #2: Union Days

SOMC

2.10 Union Days

The Local Union President shall be granted ~~ten (10) days~~ one-hundred (100) hours with pay and one-hundred (100) hours ~~ten (10) days~~ without pay to conduct Union business which do not accrue from year to year. The President shall have the right to designate other Union representatives to receive such days in his/her place. The Union will notify the hospital of the names of the Union Officers/Representatives. Unused days may not be accumulated in the following year. Such time off shall be counted as time worked for the purpose of determining seniority, benefit accrual and pay rates. Union time off may be taken in full days or partial days. The ~~notice-request~~ for use of such days shall be given forty-eight (48) hours in advance, which the Hospital will accommodate as much as possible based on staffing and operational needs.

HMH

Date: _____

HEALTH PROFESSIONALS AND ALLIED
EMPLOYEES, AFT/AFL-CIO, LOCAL 5138



Date: 6/22/2020

Non-Economic Proposal #3: New National Certification Policy**SOMC****7.04 Staff Development**

A. Nursing Education programs shall be made available to all shifts during work time in management's discretion either by an actual course or program to take place on a particular shift, by repetition of the program, or by recording of the program given on other shifts.

The manager shall attempt to schedule all required classes when the employee is regularly scheduled to work. An Employee who takes a required class as a regularly scheduled work day will be paid for the hours at the course and may either work the balance of her shift on her unit or use available PTO. Required classes (i.e. PALS, ACLS, BLS, etc.) will be marked on the schedule and be separate and apart from any conference days. All employees who are required to attend these programs on their own time will be paid at their regular rate, for time spent in such classes, which may be time and one-half. The hospital shall provide as much notice as practicable possible if employees will be required to attend courses on their own time. Attendance at such classes will be considered as time worked.

~~The American Heart Association CPR Course Level "C" shall be offered to all employees at least six (6) times per year for purposes of initial certification and recertification. Attendance at such course shall be paid by the Hospital provided the employee has not let his/her certification lapse, unless said lapse is due to extenuating circumstances.~~

B. Nurses desiring additional education in preparation for job transfers requiring certifications such as telemetry, ACLS, PALS, NALS, TALS, and other similar education programs, shall be permitted to register for said courses and the courses shall be paid by the Employer.* Employees will not be paid to attend such programs but may use PTO or request the use of conference day. Courses must be taken at the Hospital.

C. An employee may request in writing to their Nurse Manager permission to participate in work-related or educational workshops, seminars, conferences, and/or conventions. Such requests shall be forwarded to a centralized staff development budget in Nursing Education for financial approval. Within reasonable limits and where appropriate, the Hospital in its sole discretion, after evaluating the request may grant such permission, in writing, where attendance at such work-related educational workshops, seminars, conferences, and /or conventions will benefit not only the participating nurse, but also the patient care program at Southern Ocean Medical Center.

The Hospital will grant time off without loss of pay at the regular compensation rate including differentials, and when funds are available will grant financial assistance to attend the program. The determination of this shall be at the sole discretion of the Hospital; however, the Employer will make its best efforts to ensure that such time and funds are divided on a fair and equitable basis on all units. If funds are not requested prior to the conference, reimbursement for expenses incurred shall be made within sixty (60) calendar days of the receipt of proof of attendance and the request for expense payment and the written report as specified below. All staff must complete a Department of Nursing Education evaluation form within thirty (30) days of the program and a brief overview of the program's critical content will occur as arranged between the staff member and the Nurse Manager.

The Hospital shall provide to the Union a ~~quarterly~~ report ~~upon request~~ regarding the education expenditures for bargaining unit employees. The report shall include the expenditures for bargaining unit employees for continuing education, the name of all employees who applied for the funding, names and departments of the employees who were approved for the funding to attend conferences, the dates of the conferences and amount dispensed.

Full-time and part-time benefit-eligible employees shall be entitled to at least two (2) conference days and part-time non-benefit-eligible employees shall be entitled to at least one (1) conference days per calendar year (January 1 through December 31).

~~D. The Hospital shall provide National Certification reimbursement in accordance with the HMH's National Certification-Nursing Policy, which shall be incorporated by reference into this Agreement. The hospital will provide 30 calendar days notice of any changes to HMH National Certification Policy prior to implementation and will bargain over the effects. The Hospital shall reimburse the cost of the initial and subsequent recertification (s) for recognized National Certification (s) provided the employee takes and successfully obtains such certification. Such fees shall be reimbursed in full upon receipt of the renewal card and proof of payment. An employee obtaining an initial National certification shall be scheduled off to attend preparatory class work as well as be scheduled off to sit for the day of the exam. Employees may use available PTO.~~

~~In cases when the employee does not pass the examination, the employee may request permission at that time to be reimbursed for one (1) additional exam. When permission is obtained, it is with the understanding that the nurse will register for the next certification exam and sign up with the Ann May Center for a tutoring consultation or other approved course. If a tutoring plan is recommended, the employee must meet the obligations of the tutoring plan in order to be paid for the exam.~~

~~D. Nurses selected to attend a course or series of courses, for which the Medical Center pays the cost of the course, as well as the employee's wages during attendance at said course (s), may be obligated to a time commitment not to exceed one (1) year following said course(s). Completion of the course may include clinical experience necessary before the employee is able to adequately function.~~

~~Such clinical experience shall be limited to a six (6) month period of time. If such employee terminated employment prior to the completion of the time commitment, he/she may be required to repay the cost of the course(s) on a pro-rated basis.~~

~~The Medical Center shall not be arbitrary in evaluating extenuating or unforeseen circumstances which may necessitate the nurse's leaving. Disputes with respect to this matter shall be subject to the grievance and arbitration procedure outlined in Article 6 of the Agreement.~~

~~E. National Certification:~~

~~All eligible staff RNs must take a national certification exam approved by Nursing Education within three (3) years of working. RNs with three (3) or more years with the employer as an RN must apply within the year. If a candidate is unsuccessful, he/she must make reasonable efforts to take the exam again within one (1) year and at least once a year every year after until successful. There will be no discipline or negative effect or be considered a condition for employment for an employee who fails to obtain a National Certification.~~

~~FE. Bachelor's Degree:~~

1. RNs who were hired into the bargaining unit between November 1, 2013 and October 31, 2015 must attain a Bachelor's of Science in Nursing (BSN) degree within five (5) years as a condition of employment. RNs hired into the bargaining unit on or after November 1, 2015 must attain a Bachelor's of Science in Nursing (BSN) degree within three (3) years as a condition of employment.

However, in the event during that five (5) or three (3) year period, an employee cannot meet this deadline due to extenuating life events, the employee may seek a reasonable extension of time from a special Bachelors labor/management committee. In addition, the Employer at its discretion may extend this time frame to ensure continuous operations.

2. All job postings (§ 13.01) for a staff RN position shall not have a bachelor's degree as minimal educational requirement.

The Employer shall make every effort to ensure time off or to adjust the employee's schedule in order to ensure the above programs are successful and to aid in compliance.

All current nursing scholarship information is available on the Meridian Intranet-Resources-Nursing-Ann May Center for Nursing.

HMH

Date: _____

HEALTH PROFESSIONALS AND ALLIED
EMPLOYEES, AFT/AFL-CIO, LOCAL 5138



Date: 6/22/2020

Non-Economic Proposal #8: Per-Diems

SOMC

10.10

A. Per diem (PD) nurses do not have a regular schedule, but rather, their working days are based on the need of the Employer and the availability of the Nurse. Per diem nurses shall follow the Hospital's Per-Diem Registered Nurses Policy, which shall be incorporated by reference into this Agreement. The hospital will provide 30 calendar days notice of any changes to HMH Per Diem Policy prior to implementation and will bargain over the effects.

B.

A.C. ~~If the PD must cancel, the unit/department requires at least forty-eight (48) hours notice of the cancellation in order to make alternative arrangements. Failure to provide such notice may result in discipline. If the PD must call-out, the unit/department requires at least two (2) hours notice of the call-out in order to make alternative arrangements. Failure to provide such notice may result in discipline.~~

1. PD Nurse Level 1:

- ~~a) — Must commit to a minimum of three (3) shifts (12 hour or 8 hour shifts) in cyclic/self-scheduling per schedule period; before covering for other employees.~~
- ~~b) — Is not required to work weekends or Holidays;~~
- ~~e) — All time worked counts toward the hourly commitments each month.~~
- ~~d) — PD nurse who is canceled will have the canceled time count toward his / her commitment.~~
- ~~e) — No on-call requirement, however on-call time counts toward shifts worked.~~

2. PD Nurse Level 2:

~~C. Per Diems M must commit to a minimum submit availability of 24 hours four (4) shifts (12 hour shift or 8 hour shift) in cyclic/self-scheduling per schedule period, before covering for other employees, which includes two (2) shifts (12 hour shift or 8 hour shift) on a weekend per month and two (2) holidays per calendar year (one (1) spring or summer (Memorial Day, Fourth of July, or Labor Day; one (1) fall/winter (Thanksgiving, Christmas or New Years). The following holidays will fulfill the holiday requirement: Valentine's Day, Halloween, Day after Thanksgiving, Mother's Day, Father's Day, and Easter. These holidays will be paid at the employee's regular rate.~~

- ~~b) — The hourly commitment each month can be a combination of scheduled hours and on-call hours.~~
- ~~e) — PD nurses who are canceled will have the canceled time count toward his / her commitment.~~

~~B. Employees hired in to a PD position after February 22, 2011 must meet the requirements of Level 2.~~

~~C. Current Per Diem employees will retain current compensation and work requirements.~~

~~D. Failure to meet the above requirement may be considered just cause for termination~~

HMH

HEALTH PROFESSIONALS AND ALLIED
EMPLOYEES, AFT/AFL-CIO, LOCAL 5138

Anna M. Math B. D. V. E. N.

Date: _____

Date: 6/22/2020

Non-Economic Proposal #11: Inclement Weather Policy

SOMC

8.07 Inclement Weather

On occasions where snow or inclement weather impairs transportation to and from the Hospital, such occasion will be handled and administered in accordance with the HMH's Weather Inclement Policy, which shall be incorporated by reference into this Agreement. The hospital will provide 30 calendar days notice of any changes to HMH Inclement Weather Policy prior to implementation and will bargain over the effects. On occasions where snow or inclement weather impairs transportation to and from the Hospital, employees whose arrival to work is delayed shall not be docked pay provided employees work 2/3 of scheduled work day.

During inclement weather team members should use caution and judgement when deciding whether to travel. Team members should communicate with their leaders on potential alternative working arrangements. Team members who are unable to report to work and do not have pre-arranged alternative working arrangements will be charged time off as PTU.

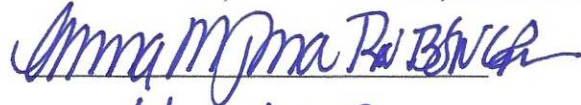
Paid Time Off:

While Hackensack Meridian Health recognizes the importance of utilizing paid time off, certain unforeseen circumstances may have a direct impact on paid time off approvals. In cases of extreme emergency, at leadership discretion in conjunction with hospital administration the following may occur:

- Leaders may deny newly approved PTO requests based on operational needs during an inclement weather/state of emergency condition where the request falls during inclement weather conditions/state of emergency.
- Leaders may rescind previously approved PTO requests based on operations needs during extreme emergencies under inclement weather conditions/state of emergency conditions.
- Where HMH Administration deems the organization to be under a state of extreme emergency, Administration deems the right to advice leaders to rescind/deny PTO.

HMH

HEALTH PROFESSIONALS AND ALLIED
EMPLOYEES, AFT/AFL-CIO, LOCAL 5138



Date: _____

Date: 6/21/2020

Non-Economic Proposal #12: Duration

SOMC

Either party may notify the other of its desire to terminate its agreement and renegotiate a new agreement in writing at least ninety (90) days prior to the expiration of this Agreement. This Agreement shall expire 7:00 A.M. on ~~May 15, 2023~~ May 31, 2020.

HMH

Date: _____

HEALTH PROFESSIONALS AND ALLIED
EMPLOYEES, AFT/AFL-CIO, LOCAL 5138

Anna M. [Signature]

Date: 6/22/2020

Non-Economic Proposal #13: ~~New Side Letter~~ Insert into 9.09 for SOMC

PURPOSE

The preceptor program will be administered in accordance with HMH's Nursing Preceptor Policy and is designed with four main goals related to recruitment, orientation, and retention. The hospital will provide 30 calendar days notice of any changes to HMH Nursing Preceptor Policy prior to implementation and will bargain over the effects.

- 1) To offer a program to prospective new nurse candidates that differentiates Southern Ocean Medical Center from other hospital employers and delivers a true competitive advantage for hiring and retaining nurse professionals.
- 2) To develop a program that meets unit needs while reducing the amount of non-productive time for the new nurse.
- 3) To develop a program that provides the preceptor with the knowledge, skills, and abilities necessary for effective precepting.
- 4) To develop a program that provides the preceptor with adequate reward and recognition for their individual efforts in precepting staff.
- 5) To ensure that preceptors consistently integrate proper standards of care, standards of practice, and hospital policies into their own practice in a manner that impacts their preceptees' practice.

PRECEPTOR ROLE & SELECTION CRITERIA

Eligibility: All full or part time employees with a minimum of 3 months, if an experience RN, one year if the RN is a new graduate, nominated by the unit manager and/or the unit educator and voluntarily applies to the Preceptor Class.

Compensation: \$1.50 an hour

Preceptor Performance Criteria

- Meets, greets, works with, and supports the orientee "consistently" throughout unit-based orientation schedule.
- Provides input into the identification of orientee's learning needs and collaborates with the Nurse Manager/Nurse Educator/Charge Nurse re: daily assignments.
- Obtains and provides ongoing feedback to Nurse Manager/Nurse Educator, orientee and other staff working with orientee.

- Conducts weekly feedback conferences with the orientee and reviews skills checklist, goals accomplished, identifies performance strengths, progress on areas that need improvement/more experience needed.
- Assists orientee in completion of skills checklist via unit-based assignments.

Orientee:

- Seeks input and assistance from preceptor when organizing daily assignment
- Actively seeks out learning experiences needed based upon skills checklist
- Confers with preceptor, Nurse Educator and Nurse Manger on ongoing basis re: progress and needs
- Reviews skills checklist with preceptor weekly
- Completes the Orientation Evaluation and returns to appropriate department.

~~The Preceptor functions as a teacher and guides nursing activities of the nurse on orientation.~~

~~Preceptor Performance Criteria~~

- ~~Assesses new employee's experience level to determine level of support and instruction required~~
- ~~Assesses the new employee's learning style and plans learning experiences accordingly~~
- ~~Develops goals and objectives in collaboration with the new employee and clinical educator~~
- ~~Shares patient assignment by progressively delegating patient care responsibilities to the new employee~~
- ~~Chooses patient assignment based on educational goals and objectives~~
- ~~Acts as a role model for the new employee by adhering to nursing policies and procedures when giving patient care~~
- ~~Assists the new employee in organizing and prioritizing daily patient care routines~~
- ~~Provides feedback to the new employee on a daily basis and evaluates progress toward fulfilling designated goals and objectives on a weekly basis~~
- ~~Collaborates with the clinical educator and nurse manager as necessary to Evaluate progress and to address any training issues~~
- ~~Provides a written evaluation to the new employee at the conclusion of the preceptorship~~

HMH

HEALTH PROFESSIONALS AND ALLIED
EMPLOYEES, AFT/AFL-CIO, LOCAL 5138

Ann Marie Ph. Bluche

Date: _____

Date: 6/22/2020

Non-Economic Proposal #17: Staffing

SOMC

7.07 Staffing

A. Preamble & Statement of Intent

In order to provide quality patient care, ensure the health and safety of employees, and retain and recruit qualified employees, the Hospital agrees to provide adequate staffing in all units. The Hospital shall maintain the current staffing patterns and staffing guidelines and skill mix on all units except as may be modified, by the Agreement.

The Hospital shall abide by all staffing guidelines promulgated by the New Jersey Department of Health and Senior Services (NJDOHSS), the Joint Commission for the Accreditation of Acute Hospital Organizations (the Joint Commission), and any other accrediting or licensure agencies. Furthermore, in the event that staffing levels and staffing guidelines are mandated by State and/or Federal laws, the Hospital agrees to abide by such levels and staffing guidelines.

The Hospital shall consider the professional standards developed by recognized Specialty Nursing Organizations, as well as other health professional organizations, to further define staffing guidelines.

~~Staffing on units will be determined by patient needs and census. Staffing levels will be determined by factors indicated above including, but not limited to, patient data, visit volumes, census, acuity, patient safety, the skill mix of RNs and length of stay.~~

The Hospital will maintain an electronic “Short Staffing” form accessible to all employees. Short Staffing reports shall serve as a formal mechanism for reporting and tracking real time staffing concerns to the Employer. The Hospital agrees to forward all Short Staffing reports and associated action plans to the Union President and designee.

Staffing schedules will be reviewed monthly during ~~Labor Management~~Staffing Committee to ensure adequate staffing, in addition, short staffing forms from the prior month will be reviewed.

B. Staffing

1. The Hospital agrees to abide by its current staffing ~~grids~~guidelines.

10.03 Bargaining Unit Work Preference:

A. Available Work Time

The HMH Scheduling Program will be the electronic scheduling program effective with the “Schedule Period Start Date” of January 3, 2016. The initial units to be covered will be the Emergency Services and Inpatient units. The following definitions shall apply as it relates to Core and Contingency Staff Resources:

Effective January 3, 2016, the Employer has adopted the following definitions as it relates to Core and Contingency Staff Resources:

“Core Staff” Resources: Full-time, part-time benefit-eligible and part-time non-benefit-eligible employees (excluding Float Pool) working within their budgeted FTE commitment in their assigned work area.

“Contingency Staff” Resources: ALL Float Pool employees (regular or Per Diem), ALL employees working above their budgeted FTE or into Overtime, ALL employees working a shift selected via the Open Shift program, ALL Per Diem employees (unit based or float pool), and ALL agency resources.

Notwithstanding contract Article 25 Work Jurisdiction all available work time, assignments and scheduling shall be offered to bargaining unit employees which includes all shifts for day or contracted agency nurses before being offered to non-bargaining unit employees during the Pre-posting period.

Thereafter, the hospital will assign shifts to available personnel. However, a bargaining unit member may bump a day agency nurse (non-contracted agency) or a contracted agency nurse working overtime or extra shifts beyond their contracted hours of work, provided at least twenty-four (24) hours’ notice is given to Nursing Management before the start of the agency shift and does not result in a sleep day situation.

In areas where subcontracting occurs due to a critical shortage (i.e., Operating Room), the choice of hours of work for a specific schedule shall be offered first to bargaining unit employees.

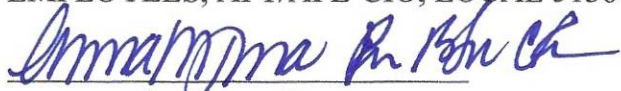
Contracted Agency nurses shall be required to work weekends, holidays and shall have the same scheduling requirements as bargaining unit employees. In addition, before subcontracting, the hospital will post a temporary position. In the event an agency nurse is being utilized for 6 months on a particular unit and shift, the hospital shall post a comparable classification position.

A seniority list shall be posted on each unit and made available to employees.

HMH

Date: _____

HEALTH PROFESSIONALS AND ALLIED
EMPLOYEES, AFT/AFL-CIO, LOCAL 5138



Date: 6/22/2020

Economic Proposal #20: Floating of Register Nurses (Incorporating Employer Proposal #15)**SOMC:**

11.01 Floating

1. Floating is the reassignment of a registered nurse (RN) to a unit/department that he/she is not hired to work on, and did not pre-schedule themselves to work on, in order to meet the operational needs of the facility and within a like clinical setting.
2. Floating is not "pre scheduled" and is utilized only after all other options have been exhausted.
3. Prior to "floating" an RN, it will be ensured that the RN has the knowledge, skills and competencies required to work on designated unit/department.
4. An RN will be floated to patient care units within the same clinical competency provided the nurse is qualified, has skills and competency as determined by the hospital. If the nurse believes that the assignment is beyond his or her skill level, he or she may raise the issue with the unit leader. If the leader agrees, he/she shall modify the assignment to one that reasonably meets the skills of the nurse. In the event floating is necessary, which may include but is not limited to instances of low census, late call-outs, no-call no-shows, staffing variances, etc., RN's in the float pool will be floated first. Volunteers may be considered.
5. The floating of RN's will not occur until the RN has been employed on "home unit" for 6 months. Exception: If RN is hired into the float pool this does not apply.
- 4.6. An RN who is floated will not precept or be in charge on the unit/department they have been reassigned to.
7. Employees who are floated will not be required to take charge responsibilities or duties, but may volunteer to do so.
8. All employees will receive departmental orientation to the unit to which the employee is being floated.
9. Assisting Colleagues/Helping Hands: It is understood that from time to time nurses may have to assist their colleagues in other units/areas in times of need. Need is defined as any unexpected situation that may compromise the quality and/or safety of patient care delivery requiring immediate attention (such as IV starts or Foley insertions.) It is understood that this is not the same function as "floating." Nurses may be required in times of need to temporarily assist other units/areas, as long as doing so, does not jeopardize care or increase the work load of the nurse

remaining in the sending unit/area. The nurse assisting with care will not receive a patient care assignment. The assistance shall be for skilled assistance only, not a staffing need and only in order to resolve the situation. Once resolved, the nurse shall return to his/her unit.

10. Newly licensed RNs with less than one year of experience will not be permitted to float unless part of the float pool with competency co-determined by the manager and educator.

2.11. Newly licensed RNs with less than one year of experience will not be permitted to float unless part of the float pool with competency co-determined by the manager and educator

The Hospital shall make its best effort to avoid or minimize floating during the term of this agreement. In the event, however, the Hospital determines floating is necessary to provide proper patient care, it will follow the guidelines provided below and in accordance with the HMH Floating of Registered Nurses/Pull Pay, which is incorporated here by reference.

A. In the event floating is necessary, the nurse will be assigned to a like clinical competency unit and in the order in which staff will be required to float is as follows:

1. Nurses from outside agencies or contract nurses will be required to float before bargaining unit RN's, so long as such contracts permit.
2. Volunteers.
3. Open Shifts (in order of reverse seniority)
4. Per Diem* in Overtime
5. All staff who are approved for shifts during pre-posting. Full-time, part-time benefit eligible, part-time non-benefit-eligible and per diem in order of reverse seniority

*Per Diems holding temporary positions will be treated as Core Staff.

The Hospital shall make its best effort to avoid or minimize floating during the term of this agreement. In the event, however, the Hospital determines floating is necessary to provide proper patient care, it will follow the guidelines provided below.

a. GUIDELINES

1. Employees shall only be floated to units to perform work for which they are qualified.
2. An employee who is assigned to a unit will generally be floated to another unit within the following districts. However, employees may be floated outside of these districts in unforeseeable emergent circumstances.
3. In the event floating is necessary, employees in the float pool will be floated first unless they have already been assigned to fill an

open needed position. If an employee on a unit needs to be floated and a float pool employee is assigned to that unit, the float pool employee will be floated first.

I	Endo / PACU / SDS	
* II	CCU / IMCU / Monitored Holding / Unmonitored Holding	
III	ED / Monitored Holding / Unmonitored Holding CDU	
IV	Radiology, Cath Lab / IR (required call will continue to be limited to the employees department of hire)	
**V	Maternal Child Health	
VI	OR	
VII	Oncology	
VIII	Wound care	
*IX	3MS / 4MS / 2MS / TCU / Unmonitored Holding	
	Note: All services not listed shall be considered closed, including newly created services, which will be assigned by Management until parties agree on status.	
	* Group II may be floated to IX	
	**Group V may be floated to any nursing department to provide support within their competency and skill level. They will not assume a patient assignment and will return to the Maternity department as needed.	
	Holding patients are defined as disposed from the ED, admitted inpatient.	

4. In the event floating is necessary, the order in which staff will be required to float is as follows:
 - a) All non-bargaining unit employees, including Non-contracted agency, and all extra shifts for contracted agency.
 - b) Open Shifts with incentives (in order of reverse seniority)
 - c) Per Diem in Overtime seniority not withstanding
 - d) FTE'd bargaining unit employees in overtime (reverse seniority)
 - e) Per Diem
 - f) FTE'd BU in extra shift (reverse seniority)
 - g) Volunteers
 - h) FTE'd bargaining unit (rotational) by reverse seniority
5. Employees who are floated will not be required to take charge responsibilities or duties, but may volunteer to do so.

6. ~~All employees will receive departmental orientation to the unit to which the employee is being floated.~~
7. ~~Assisting Colleagues; it is understood that from time to time nurses may have to assist their colleagues in other units/areas in times of need. Need is defined as any unexpected situation that may compromise the quality and/or safety of patient care delivery requiring immediate attention (such as IV starts or Foley insertions.) It is understood that this is not the same function as "floating." Nurses may be required in times of need, to temporarily assist other units/areas, as long as, doing so does not jeopardize care or increase the work load of the nurse remaining in the sending unit/area. The nurse assisting with care will not receive a patient care assignment. The assistance shall be for skilled assistance only, not a staffing need and only in order to resolve the situation. Once resolved, the nurse shall return to his/her unit.~~
8. ~~Newly licensed RNs with less than one year of experience will not be permitted to float unless part of the float pool with competency codetermined by the manager and educator.~~

11.02 Float Pool

The Hospital may hire full-time, part-time, and per diem employees as permanent float nurses, in accordance with the HMH Registered Nurse Float Pool policy, which shall be incorporated by reference into this Agreement. The Hospital will provide 30 calendar days notice prior to any changes to the HMH Registered Nurse Float Pool policy prior to implementation and will bargain over the effects. Employees in the float pool are not covered by the floating guidelines above and may be moved as needed. Float pool positions will be posted and filled according to the job posting procedures.

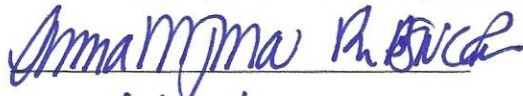
New Side Letter:

HMH Nursing leaders assure that registered professional nurses provide nursing care to patients commensurate with their scope of practice. To that end, within 30 days of contract ratification an adhoc council will be formed and lead by hospital nursing leadership and will include members of the clinical nursing staff, including the Local 5138 President of HPAE or their designee, to participate in the development of guidelines for floating of nurses within their clinical competence area of practice.

HMH

Date: _____

HEALTH PROFESSIONALS AND ALLIED
EMPLOYEES, AFT/AFL-CIO, LOCAL 5138



Date: 6/22/2020

Blank AP

Economic Proposal #21: Register Nurses Pull Pay Policy**SOMC:****9.12 Registered Nurses Float Policy ~~Float Bonus:~~**

~~Effective November 1, 2015, employees with greater than or equal to 10 years bargaining unit seniority shall receive a bonus of \$8 per hour if required to float per Article 11.01. Employees with less than 10 years bargaining unit seniority shall receive a bonus of \$5 per hour if required to float.~~

~~In accordance with the HMH Floating of Registered Nurses Float/Pull Pay Policy, full-time and part-time Registered Nurses who are required to float shall receive a bonus of five (\$5) dollars per hour. The Hospital will provide 30 calendar days notice of any changes to HMH RN Float Policy prior to implementation and will bargain over the effects.~~

9.13 Float Pool Program

A. The Hospital shall maintain a float pool to fill in vacancies on various units.

B. The Hospital may hire full-time, part-time and per-diem employees as permanent float nurses. Employees in the float pool are not covered by the floating guidelines above and may be assigned as needed. Float pool positions will be posted and filled according to the job posting procedures. ~~Effective August 1, 2017, the hospital will make every effort to hire float pool nurses with a minimum one (1) year experience as an RN.~~

1) ~~Float Pool nurses will work in one of four specialty areas:~~

- a. ~~Med/Surg and/or Telemetry~~
- b. ~~Critical Care~~
- c. ~~ED~~
- d. ~~Peri-Op~~

2) ~~A shift is defined as an 8-12 hour period of time.~~

3) ~~Weekend shifts are Friday 7 pm – Monday 7 am.~~

4) ~~Float Nurses will not be required to perform functions of charge nurse.~~

5) ~~Float Nurses will not be required to take call.~~

~~C. FTE Float Pool (Full-time and Part-time) Differential:~~

~~1. Effective January 3, 2016, staff shall receive a differential based on competencies to work/float to four specialty areas:~~

- a. ~~Med/Surg and/or Telemetry~~
- b. ~~Critical Care~~
- c. ~~ED~~
- d. ~~Peri-Op~~

2. ~~Float Pool differential is in addition to base, shift and any weekend differentials.~~

- a. ~~Tier 1: \$5.00 per hour for one specialty area based on competencies.~~
- b. ~~Tier 2: \$6.00 per hour for two specialty areas based on competencies.~~
- c. ~~Tier 3: \$7.00 per hour for three or more specialty areas based on competencies.~~

D. ~~Per Diem Float Pool Differential:~~

1. ~~Effective January 3, 2016, staff shall receive a differential based on number of total shifts and weekend shifts committed to work. Differential is in addition to base and shift differential.~~

2. ~~Per Diem Float work commitments to be reviewed every six months. Failure to meet minimum commitments may result in disciplinary action and employee may be immediately moved to lower tier at management's discretion.~~

- a. ~~Tier 1 - \$8.00 per hour: must work two (2) shifts per four week schedule with a minimum of one weekend shift.~~
- b. ~~Tier 2 - \$10.00 per hour: must work three (3) shifts per four week schedule with a minimum of two weekend shifts.~~

e. ~~Tier 3 - \$12.00 per hour: must work four (4) weekend shifts per four week schedule.~~

HMH

Date: _____

HEALTH PROFESSIONALS AND ALLIED
EMPLOYEES, AFT/AFL-CIO, LOCAL 5138



Date: 6/28/2020

Economic Proposal #22: Charge Nurse Policy

SOMC

9.07 Charge differential:

In accordance with the HMH Charge Nurse Policy, which is incorporated here by reference (The Hospital will provide 30 calendar days notice prior to any changes to the HMH Charge Nurse Policy prior to implementation and will bargain over the effects), An employee who performs the duties of charge will be compensated by an additional differential for each hour worked as follows:

Individuals shall be designated as in charge of a particular unit, when the Nurse Manager/Administrative Supervisor/Assistant Nurse Manager and the Nurse Manager's Assistant, who have primary responsibility for that unit, are absent from the unit for two (2) or more hours or are off the premises for lesser periods of time. When either occurs, the individual designated as in charge shall be paid the differential of one dollar and seventy-five cents (\$1.75)~~dollar (\$1.00)~~ per hour for all such hours worked.

Charge shall be voluntary on the part of the employee provided someone is willing to take charge. In the event there are no volunteers, then charge shall be designated on a rotating basis. A log of the rotation shall be kept. Employees will not be required to take charge or be assigned charge in departments when a Nurse Manager/Administrative Supervisor/Assistant Nurse Manager ~~or Assistant Nurse Manager~~ is on duty.

HMH

Date: _____

HEALTH PROFESSIONALS AND ALLIED
EMPLOYEES, AFT/AFL-CIO, LOCAL 5138

Anna Maria ...

Date: 6/22/2020

Economic Proposals #19 and 23: New Pay Scale Language

SOMC

9.08 WAGE SCALE

- A.** Starting Rate of Pay = \$ ~~28.63~~\$37.26
- B.** The below new wage scale and compensation system is proposed to address the retention needs of both hospitals, while providing wage increases for greater years of experience.
- C.** All Registered Nurses, both new hires and those currently employed at SOMC, will be placed on the new wage schedule being given recognition for all nursing experience including domestic experience outside of HMH.
- D.** Prior domestic experience (outside HMH) shall be credited with one year of service for each year of outside experience as a registered nurse.
- E.** Prior domestic experience as an LPN shall be credited with one year of service for two years of LPN experience
- F.** A year shall be defined as the 12 months of continuous experience as a full or part time employee. For current RNs, years will be rounded up or down based upon completed month. If the candidate completed at least 6 months, then round to the next year. (e.g. – 5 years and 10 months experience will count as 6 years of experience).
- G.** For LPN experience, rounding should be applied after the initial calculation. (e.g. – 6 years and 4 months of experience would be calculated as 3 years and 2 months of experience).
- H.** For RNs hired after the date of ratification, months will be dropped off when determining the years of experience of an external hire. Only full years of experience will be counted. If the candidate completed 5 years and 10 months or 5 years and 2 months, the nurse will be credited with 5 years. The Compensation team will add the additional year of experience when the nurse receives the next merit (or bridge) increase.
- I.** Adjustments will be made for those individuals who are not at the proper level in the wage scale. No current employee in a similar job title will make less than a new hire with less experience at the time of hiring.

B.J. Wage Scale attached Appendix B-C for:

- Staff RN
- Per Diem RN
- Performance Improvement Quality Coordinator
- Nurse Clinician
- Clinical Nurse Specialist
- Nurse Anesthetist

C.K. Educational Differentials:

- ~~Effective 11/1/15, RNs with a Bachelor of Science in Nursing degree shall receive a differential of \$1.50 per hour. RNs receiving the Bachelors differential without a BSN prior to 11/1/15 shall continue to receive the differential.~~
- ~~Effective 11/1/15, RNs with a Master of Science in Nursing degree shall receive a differential of \$2.50 ~~2.00~~ per hour, in accordance with the HMH Educational Pay for Registered Nurses Policy, which is incorporated here by reference. The Hospital will provide 30 calendar days notice prior to any changes to the HMH Educational Pay for Registered Nurses Policy prior to implementation and will bargain over the effects. RNs receiving the Masters differential without an MSN prior to 11/1/15 shall continue to receive the differential. RNs receiving the differential for Masters degrees will not be eligible for the Bachelor's degree differentials.~~
- ~~RNs with one National Certification shall receive a differential of a \$2.00 per hour.~~
- ~~RNs with two or more National Certifications shall receive an additional differential of \$0.75 per hour.~~
- ~~C.A.R.E Differentials~~

Appendix B Changes:

The below new wage scale and compensation system is proposed to address the staffing and retention needs of both hospitals, while providing wage increases for greater years of experience. As a result, as part of this new wage scale, the Hospital proposes to sunset the extra shift and critical shift differentials at a time to be determined later by the hospital. The hospital will provide 30 calendar days notice and will bargain over the changes prior to the aforementioned changes. In order to determine an RN's new base hourly rate for RNs employed as of the date of ratification, the Hospital identified the current base hourly rate, plus 1.5% HMH recognition bonus effective 5/17/2020; increased by 3%, add in current pay components (including, float pool, BSN, MSN, Certification and C.A.R.E.), less new \$5 float pay and per diem pay component, if applicable. The Hospital then compared the result from the above to the new wage scale and took the greater of the two base hourly rates, which would become the RN's new 2020

base hourly rate. Finally, the Hospital then added in the new \$5 float or Per Diem pay component, if applicable.

*This new base wage rate is exclusive of the 1% or 1.5% HMH Recognition Pay Increase, which will be added onto the new base wage rates.

**An RN's years of international experience are not included.

Years of Experience**	Current RN Base Wage	New RN Base Wage*	<u>M314B - Performance Improvement Quality Coordinator</u>
0	\$28.63	\$37.26	\$38.34
1.	\$29.20	\$39.65	\$40.80
2.	\$29.79	\$40.05	\$41.21
3.	\$30.38	\$40.45	\$41.62
4.	\$30.99	\$40.85	\$42.03
5.	\$31.61	\$41.26	\$42.45
6.	\$32.24	\$41.67	\$42.88
7.	\$32.89	\$42.09	\$43.31
8.	\$33.54	\$42.51	\$43.74
9.	\$34.22	\$42.93	\$44.17
10.	\$34.90	\$43.36	\$44.61
11.	\$35.60	\$43.80	\$45.07
12.	\$36.31	\$44.24	\$45.53
13.	\$37.04	\$44.68	\$45.98
14.	\$37.78	\$45.12	\$46.43
15.	\$38.65	\$45.58	\$46.90
16.	N/A	\$46.03	\$47.37

Years of Experience**	Current RN Base Wage	New RN Base Wage*	<u>M314B - Performance Improvement Quality Coordinator</u>
17.	N/A	\$46.49	\$47.84
18.	N/A	\$46.96	\$48.32
19.	N/A	\$47.43	\$48.80
20.	N/A	\$47.90	\$49.29
21.	N/A	\$48.38	\$49.78
22.	N/A	\$48.86	\$50.27
23.	N/A	\$49.35	\$50.78
24.	N/A	\$49.85	\$51.29
25.	N/A	\$50.34	\$51.80
26.	N/A	\$50.85	\$52.32
27.	N/A	\$51.36	\$52.85
28.	N/A	\$51.87	\$53.37
29.	N/A	\$52.39	\$53.91
30.	N/A	\$52.91	\$54.44

SOMC Wage Scale: Coordinator Quality Performance Improvement

APPENDIX B – Rates of Pay

Job-Code	340	349	379	389	314B
Referenced-Worksheet	Nursing	Nursing	Nursing	Nursing	Nursing
Title	REGISTERED NURSE	PER-DIEM R.N.	NURSE CLINICIAN	CLINICAL NURSE SPECIALIST	Performance Improvement Quality Coordi
New Grade	RN1	RN10	RN4	RN7	
Status	NON-EXEMPT	NON-EXEMPT	EXEMPT	EXEMPT	EXEMPT
0 Year	\$28.63		\$32.92	\$37.86	\$3
1 Year	\$29.20		\$33.58	\$38.62	\$3
2 Year	\$29.79		\$34.25	\$39.39	\$3
3 Year	\$30.38		\$34.93	\$40.18	\$3
4 Year	\$30.99		\$35.63	\$40.98	\$3
5 Year	\$31.61		\$36.35	\$41.80	\$3
6 Year	\$32.34		\$37.07	\$42.64	\$3
7 Year	\$32.89		\$37.81	\$43.49	\$3
8 Year	\$33.54		\$38.57	\$44.36	\$3
9 Year	\$34.22		\$39.34	\$45.25	\$3
10 Year	\$34.90		\$40.13	\$46.15	\$3
11 Year	\$35.60		\$40.93	\$47.07	\$3
12 Year	\$36.31		\$41.75	\$48.02	\$3
13 Year	\$37.04		\$42.59	\$48.98	\$3
14 Year	\$37.78		\$43.44	\$49.96	\$4
15 Year	\$38.65		\$44.44	\$51.11	\$4
Minimum of Pay	\$28.63		\$32.92	\$37.86	\$3
Mid of Pay Range	\$38.65		\$44.44	\$51.11	\$4
Per-Diem Rate Range	\$38.65	\$38.65	\$44.44	\$51.11	\$4
Shift 2	\$3.00	\$3.00	\$3.00	\$3.00	\$
Shift 3	\$5.00	\$5.00	\$5.00	\$5.00	\$
Education Pay Eligible	Yes	Yes	No*	No*	Yes
Certification Pay	Yes	Yes	Yes	Yes	Yes
C.A.R.E Eligible	Yes	As per contract	No	No	No
Preceptor Pay	Yes	Yes	Yes	Yes	No

*As per contract

HMH

Date: _____

HEALTH PROFESSIONALS AND ALLIED
EMPLOYEES, AFT/AFL-CIO, LOCAL 5138

Anna Maria de la Cruz

Date: 6/20/2020

HPAE RN SOMC

Proposed 05/27/20
Modified 06/08/20
Modified 06/18/20
Modified 06/20/20
Modified 06/21/20

Economic Proposal #25: Merit Program

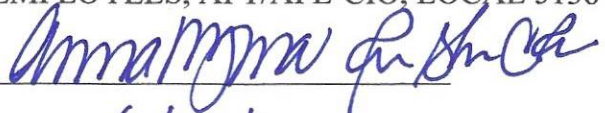
SOMC

2020	July 1, 2021	July 1, 2022
3% Across the board, built into new pay scale	2% Merit Increase	2.25% Merit Increase

HMH

Date: _____

HEALTH PROFESSIONALS AND ALLIED
EMPLOYEES, AFT/AFL-CIO, LOCAL 5138



Date: 6/20/2020

Economic Proposal #26: Insurance**SOMC****17.01 Benefits**

Benefit plans applicable to non-bargaining unit Medical Center employees shall be made available to employees represented by the Union as listed below, as they may be amended or changed in accordance with their terms. The Employer agrees to offer to bargaining-unit employees the same Health Insurance, Group Term Life Insurance and Accidental Death and Dismemberment Insurance, Prescription Drug Plan, Dental Plan, Vision Plan, Short-Term Disability and Long-Term Disability benefits that it provides to Medical Center non-bargaining unit employees. The parties agree that the specific provisions and procedures governing eligibility, enrollment, benefit coverage, co-pays and employee premium co-shares of these plans shall be the same as the plans ~~provided to for~~ the Medical Center's bargaining unit and non-bargaining unit represented employees. The Employer shall have the discretion to change or modify these benefits. However, during the life of this Agreement, the Employer shall not terminate these benefits and shall maintain these benefits at the same level as it does for non-management, non-bargaining unit employees. If members' over all premium costs increase due to total plan changes by more than 15% in any given year, the HPAE 2020 bargaining committees will meet after the January 1st implementation, if requested, to bargain concerning potential cost mitigation. Information requests concerning benefit plans for this purpose shall be limited to summary plan descriptions, plan designs, and employee plan designation.

~~Notwithstanding the foregoing, the benefits provided hereunder shall be at least reasonably comparable overall to the benefits package provided, taking into account the totality of the entire benefit package (Health Insurance, Group Term Life Insurance and Accidental Death and Dismemberment Insurance, Prescription Drug Plan, Dental Plan, Vision Plan, Short Term Disability and Long Term Disability) offered. In the event of any substantive changes or modifications or changes to these benefits mandated by the Patient Protection and Affordable Care Act (PPACA (ACA), the Employer shall give the Union 60 days' written notice of the change and if requested, will bargain over the effects of such changes.~~

17.02

A. Bargaining-unit employees enrolled in the health plans, except for the Out of Area plan, shall have the right to use ~~Horizon~~-Network hospitals and physicians when no service or physician exists to treat the acute or chronic disease at a Hackensack Meridian facility and shall be covered at the inner circle (~~HMH Partners~~)-level. For all plans that cover out-of-network, except for the Out of Area plan, if no in-network provider is available, the out-of-network provider shall be covered at the inner circle (~~HMH Partners~~)-level. Approval shall not be required on an ongoing basis when treating the same acute or chronic disease, unless there is a significant change in diagnosis or treatment plan.

B. ~~Bargaining-unit employees enrolled in the health care plan who are unable to access a primary care physician, specialist or radiology services within 50 miles (as determined by online driving distance programs such as MapQuest, WAZE, etc.) of the bargaining-unit employee's home, who accepts Hackensack Meridian's inner circle health plan, shall have the option to see a primary care physician, specialist or have radiology services that is in-network at inner circle benefit level. Members must obtain prior approval under the tier elevation process. Bargaining-unit employees enrolled in the health care plan who are unable to access a primary care physician or specialist within 50 miles of the bargaining-unit employee's home, who accepts Hackensack Meridian's inner circle health plan, shall have the option to see a primary care physician or specialist that is in-network at inner circle benefit level.~~

C. In the event that there is no option for a second opinion from an inner circle physician group, then the bargaining-unit employees shall have the option to obtain a second opinion from an in-network physician group, at the inner circle benefit level in accordance with the plan they selected.

D. Bargaining-unit employees enrolled in Hackensack Meridian's health plan who use a Hackensack Meridian facility for a "true emergency" or inpatient services, shall not be responsible for the in-network or out-of-network cost incurred due to a physician at the facility who is not a participant in the health plan at inner circle levels.

E. Bargaining-unit employees will have access to resources who can assist employees with bills, claims, paperwork, denials and appeals relating to coverage.

F. HMH will provide tools and resources, including in person health insurance liaisons at the time of enrollment.

G. HMH will provide 100% lab benefit at HMH Network facilities. As long as LabCorp remains part of the ~~HMH Partners Network inner circle~~, HMH will provide 100% lab benefit at all New Jersey-based LabCorp facilities (within a hospital or free standing).

H. ~~The HMH plan will cover radiology services when those services are rendered by a participating Horizon PPO provider at inner circle benefit levels, if there are no HMH inner circle participating providers within 50 miles or one hour driving distance (as determined by online driving distance programs such as MapQuest, WAZE, etc.) from their residence to an Inner Circle Provider. Services must be rendered in the state of NJ and members must obtain prior approval under the tier elevation process. [incorporated into paragraph B]~~

HMH

HEALTH PROFESSIONALS AND ALLIED
EMPLOYEES, AFT/AFL-CIO, LOCAL 5138



Date: _____

Date: 6/22/2020

Blankap

Economic Proposal #27: Clinical Ladder Program

**SIDE LETTER X
HMH CLINICAL LADDER PROGRAM**

PURPOSE:

1. Reward and recognize exemplary professional practices
2. Provide additional opportunities for growth and advancement
3. Acknowledge clinical expertise at the bedside/clinical setting

OBJECTIVES:

- To **enhance patient care** through clinical excellence.
- To **improve job satisfaction**, encourage recruitment, aid retention efforts, and to improve the nurse's engagement to the institution.
- To provide opportunities to **enhance professional development** and encourage the development of clinical expertise.
- To **provide an outcomes-based model** that accurately demonstrates the expertise of the bedside nurse.

FIVE Components to Climbing the Ladder

1. Transformational Leadership
2. Structural Empowerment
3. Exemplary Professional Practice
4. New Knowledge, Innovation, and Improvements
5. Clinical Practice Exemplars

Who is Eligible?

- RN's who volunteer to participate in the Clinical Ladder program for professional growth and development
- Staff Nurse RNs with standard work hours of 20+ hours/week (Full-Time or Part-Time)
- Levels II, III and IV require:
 - Satisfactory Performance Appraisal
 - Manager Endorsement
 - No disciplinary actions within 12 months

Criteria – Level II

- 1+ years of clinical experience*
- BSN in progress*

- Obtain a minimum of **3 points** in each of the 5 Components. No more than 5 points will be credited in each category.
- Total of **20 points** earned

*Note: Current team members on a clinical ladder programs prior to May 2020: Current education and experience will be recognized to maintain your current ladder level as long as you meet all the other requirements for the ladder. Those team members will not be able to move up unless the new education and experience requirements are met for the next level.

Criteria – Level III

- 3+ years of clinical experience*
- BSN completed*
- Must obtain a minimum of **6 points** in each of the 5 Components. No more than 10 points will be credited in each category.
- Total of **35 points** earned

*Note: Current team members on a clinical ladder programs prior to May 2020: Current education and experience will be recognized to maintain your current ladder level as long as you meet all the other requirements for the ladder. Those team members will not be able to move up unless the new education and experience requirements are met for the next level.

Criteria – Level IV

- 5+ years of clinical experience*
- Nationally Certified
- MSN*
- Must obtain a minimum of **9 points** in each of the 5 Components. No more than 15 points will be credited in each category.
- Total of **50 points** earned

*Note: Current team members on a clinical ladder programs prior to May 2020: Current education and experience will be recognized to maintain your current ladder level as long as you meet all the other requirements for the ladder. Those team members will not be able to move up unless the new education and experience requirements are met for the next level.

COMPENSATION

- Annual payment each July (prorated based on scheduled hours).
 - Level II: \$1,000
 - Level III: \$2,500
 - Level IV: \$4,000

- First payment is scheduled for July 2021

Note: Any amounts paid for a Clinical Ladder prior to harmonization have been factored into the new base rates. We wanted to make sure that hourly base rates will be at or better than before!

Existing Clinical Ladder Participants

- Recognition of Education and Experience:
 - Current education and experience recognized as per the table below to maintain current ladder level. (Note: this is applicable for both the initial application and renewal applications)
 - **RN must meet all other requirements/total points to qualify to maintain current ladder level.**
 - Cannot advance to next level until new education and experience requirements are met for the next level

New Program	Current C.A.R.E. SOMC
Level I	Level I
Level II	Level II
Level III	Level III
Level IV	Level IV and Level V

How Is It Administered?

- Each campus will have a committee with a Chair, Co-Chair and Coordinator
- Applications accepted biannually
 - May increase to quarterly based on volume
- Advancement will follow upon acceptance
 - Allow up to 2 months for processing

How Often Can I Advance?

- Clinical Levels are renewed every 3 years
- RNs may apply to advance to another Level every 12 months
 - Assumes criteria is met
 - Levels II, III and IV must have:
 - Satisfactory Performance Appraisal and Manager Endorsement.
 - If applicable, the most recent peer review attestation form
 - Up to date Resume/CV
 - No disciplinary actions within 12 months.

New Hires

- Starts Level I
- After successfully completing probationary period

Experienced nurses can:

- Apply for Level II post-probationary period
 - Apply for Level III or IV after 12 months of continuous employment. (applications may be started immediately)
- New graduate RNs must wait 12 months to apply for Level II

Local Campus Collaboration

- Construct the clinical ladder infrastructure at each campus, ensuring each location has a Chair, Co-Chair and Clinical Ladder Coordinator.
- In addition, Registered Nurses will participate in the creation of program bylaws and program administration.

HMH

Date: _____

HEALTH PROFESSIONALS AND ALLIED
EMPLOYEES, AFT/AFL-CIO, LOCAL 5138



Date: 6/22/2020

Economic Proposal #28: New Wage Scale Appeal Process

**RN Years of Experience Compensation Program
SOMC RN Years of Experience Survey Results & Implementation**

- The final survey results and RN YOE files will be provided to the union on June 23, 2020. The file will include all RN survey results up to May 20, 2020.
- RNs will be notified of either their new hourly pay rate effective July 12, 2020 (pay date July 31) or that they have not completed the YOE survey and, therefore, a new hourly pay rate cannot be provided for July 12, 2020.
- If there's disagreement with RN pay rate, RNs with new pay rate effective date of July 12th may file an appeal to HMH HR by July 8. RNs with new pay rate effective date of July 26th may file an appeal to HMH HR by July 22nd. Such appeals will not be considered unless they are accompanied by an attestation form.
- After such appeals have been filed, the parties will mutually agree on a time to meet and review each of the appeals.
- After this appeal and review process has been completed, the parties will certify the list of current employees' years of service and all years of services and rates of pay will be final.

HMH

HEALTH PROFESSIONALS AND ALLIED
EMPLOYEES, AFT/AFL-CIO, LOCAL 5138

Date: _____

Date: 6/20/2020

Employer's Counter:

SAFETY & HEALTH

21.01 Safe Work Place: The Employer shall make reasonable efforts to provide and maintain a safe workplace in accordance with State and Federal laws/regulations.

21.02 Equipment: The Hospital shall determine what equipment shall be provided to employees in conjunction with their work. The Employer shall comply with all State and Federal laws in providing, maintaining and operating this equipment.

21.03 Health and Safety Committee

Two (2) members of the bargaining unit will be selected by the Union to serve on the ~~SOMC Health and Safety Committee~~ committees indicated below. The employees shall not lose time nor pay as a result of attending ~~Safety Committee~~ meetings. ~~The health and safety committees~~ shall meet on a quarterly basis.

21.03.1 Safe Patient Handling

21.03.1.1 The Hospital agrees that it will submit the issue of Safe Patient Handling to the Safety Committee for review and recommendations and will comply with OSHA Regulations and with the New Jersey Safe Patient Handling Act.

21.03.2 Violence in the Workplace

21.03.2.1 The Hospital will utilize OSHA's most current published guidelines for preventing violence in health care facilities and will comply with the New Jersey Workplace Violence Prevention Act.

21.03.2.2 The Hospital will establish a Workplace Violence Prevention committee. The Union will select the Union representatives to serve on that committee. The employees shall not lose time nor pay as a result of attending Violence Prevention Committee meetings.

21.04 Fitness for Duty/Substance Abuse

21.04.1 HP AE will support the Medical Center in the implementation of the fitness-for-duty and substance abuse policies.

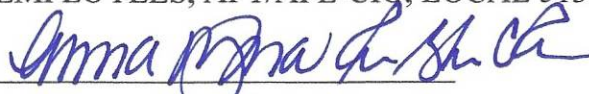
21.04.2 The Hospital's fitness for duty and substance abuse policies shall be incorporated by reference with the following exception: in the event an employee is found to be diverting narcotics for their own use, they will receive a level 2 suspension, and shall be entitled to a LOA up to a maximum of twelve (12) weeks, only when the following is true: no prior level 2 infractions, no confirmed negative patient impact resulting from the diversion and the employee acknowledges a substances abuse problem and agrees to enter and remain compliant with RAMP or other

company-approved alternative to discipline program. Such leave time will run concurrent with any remaining FMLA time.

21.05 Parking: four (4) parking spaces shall be reserved near an area that is well lit close to a twenty- four (24) hour employee entrance. On-call employees will be provided with individually numbered on-call placard and are required to display on rear view mirror when parking in the designated on-call parking spaces.

HMH

HEALTH PROFESSIONALS AND ALLIED
EMPLOYEES, AFT/AFL-CIO, LOCAL 5138



Date: 6/22/2020
8

Date: _____

HMH Counter to Union-25: Pandemic Side Letter


At the start of any Pandemic the Hospital shall provide the Union with relevant information within a reasonable timeframe. The Union understands that the employer's resources may be strained during these crises and will exercise reasonable restraint when asking for information.

To aid these discussions, the Hospital leadership may designate a point of contact for the Union. Similarly, at the start of the pandemic, HPAE will designate ~~a representative~~ a point of contact that who will represent all of the HPAE locals in the aforementioned process and will serve as the conduit of all relevant information. Any concerns that HPAE or its locals may have will be presented by this representative to HMH's designee. The parties will agree on the appropriate format for the exchange of information at the outset of the pandemic.

HMH

Date: _____

HEALTH PROFESSIONALS AND ALLIED
EMPLOYEES, AFT/AFL-CIO, LOCAL 5138



Date: 6/22/2020

AGREEMENT

By and Between

Health Professionals and Allied Employees *AFT/AFL-CIO*, Local 5138

and

Southern Ocean Medical Center

MEMORANDUM OF AGREEMENT

Hackensack Meridian *Health's* Southern Ocean Medical Center ("SOMC") and the Health Professionals And Allied Employees, American Federation Of Teachers, AFL-CIO and Local 5138 (hereinafter the "Union" or "HPAE") have tentatively agreed to the attached changes to the collective bargaining agreement and the policies previously presented. This tentative agreement is subject to SOMC's approval and ratification by the members of the bargaining unit.

HMH

Date: _____

HEALTH PROFESSIONALS AND ALLIED
EMPLOYEES, AFT/AFL-CIO, LOCAL 5138



Date: June 21, 2020

Non-Economic Proposal #1: Agreement

JSUMC

AGREEMENT

AGREEMENT between JERSEY SHORE UNIVERSITY MEDICAL CENTER, 1945 Corlies Avenue, Neptune, New Jersey, herein called the "Employer", the "Hospital", "Medical Center," or "JSUMC", and the HEALTH PROFESSIONALS AND ALLIED EMPLOYEES AFT/AFL-CIO, 110 Kinderkamack Road, Emerson, New Jersey 07630, herein called the "Union" or "HPAE", enter into this Agreement this __ day of ____, 2020.

SOMC

Southern Ocean Medical Center (SOMC) hereinafter referred to as the "Employer", the "Hospital", "Medical Center" or "SOMC", located at 1140 Route 72, West Manahawkin, New Jersey 08050-2499 and Health Professionals and Allied Employees, Local 5138 hereinafter referred to as "HPAE", the "Union" or "Local 5138," having its principal office at 110 Kinderkamack Road, Emerson, New Jersey 07630 entered into this Agreement this __ day of _____ 2020.

HMH

Date: _____

HEALTH PROFESSIONALS AND ALLIED
EMPLOYEES, AFT/AFL-CIO, LOCALS 5058 &
5138

Anna Mjma Ru BSN CEN

Date: 6/22/2020

Non-Economic Proposal #7: On Call Provisions**JSUMC****3.08 STAFFING PERIOPERATIVE DEPARTMENTS: Prep Area; Operating Room (OR); PACU; Endoscopy and ASC**

1. OR Staffing – RNs are not exempt from mutually contributing to non-nursing duties that impact the patient care delivery; specifically, room set up and turnover is a shared responsibility and does not include general housekeeping.
 - a. The OR will be sufficiently staffed 24/7 in accordance with Association of ~~Operating~~ periOperative Room-Registered Nurses (“AORN”) guidelines.
 - b. OR Night Shift (11 pm. – 7 am.): Night Shift will be staffed with up to two (2) RNs and one (1) surgical scrub.
 - c. Main OR Staffing: Weekend Staff (12 hour shifts: 7am-7pm and 7pm-7am)
 - i. Day shift: The OR will be staffed with up to two (2) RNs and two (2) surgical scrubs.
 - ii. Night shift: The OR will be staffed with up to two (2) RNs and one (1) surgical scrub.
 - iii. Weekend rotation: RNs shall be assigned weekend day shifts on a rotating basis in exchange for a weekday shift (Cardiac OR Team excluded). Staff hours and shifts shall be adjusted to reflect weekend staffing needs: Saturday and Sunday, 7am- 7pm:
 - iv. Ten (10) hour day shift staff shall be scheduled for one (1) eight (8) hour day shifts and two (2) ten (10) hour day shifts the week before and after their weekend assignment.
 - d. Per diems (Operating Room Only)
 - i. Per diems shall be required to work eight (8) shifts per quarter including two (2) weekend shifts.
 - e. Cardiac and Main OR staffing: On-call Coverage
 - i. Staff will be assigned to either the Cardiac or Main OR on-call teams (these teams are not interchangeable).
 - ii. Each OR on-call team will be staffed with one (1) RN and one (1) surgical scrub.
 - iii. ~~In the event that an ongoing case needs to be completed beyond the scheduled shift, the on-call team will be called in first (at least 30 minutes prior to the end of the shift). At that time, the on-call team may ask the nurse participating in the case if she/he would volunteer to stay and finish the case. If she / he volunteers to stay she /he will be paid as usual. If the nurse in the case does not volunteer, then the scheduled on-call team will be notified to come in. Staff members who are on the hospital premises upon the start of their “on-call” duty shall be paid on-call as per section 11.05 for time worked.~~
 - iv. ~~Employees who call out of mandatory on-call will be required to secure their own coverage. Three (3) or more call-outs of mandatory on-call without secured coverage within a sliding twelve (12) month period may be subject to the disciplinary process.~~
 - f. OR Weekday On-call (shift and hours vary):
 - i. On-call assignments will be equally divided among all trained staff.

- ii. An on-call log shall be maintained.
- g. OR Weekend On-call Coverage
 - i. Weekend on-call coverage shall be assigned to all trained staff on a rotational basis.
 - ii. The “Main OR call” team may be called to provide meal breaks for regular weekend staff in the event that a high volume of cases prevents the ability to take a meal break.
- h. OR Holiday In-House Assignment (12 hour in-house) shifts.
 - i. Staff hours and shifts shall be adjusted to reflect holiday scheduling needs.
 - ii. This team will be staffed based on OR case volume and needs, normally up to two (2) RN and two (2) Surgical Scrub. The Hospital may have need, on occasion, to staff more teams for Holiday In-House Assignment. The Union will be notified prior to change in schedule.
 - iii. Holiday In-House Assignment shall be assigned for the six contract recognized holidays.
 - iv. Part-time non-benefit-eligible employees are exempt from In-House Assignments on holidays
 - v. Holiday assignments shall be equally divided among all staff. In situations where holiday time is unequal, the remaining holiday time will be assigned in order of reverse seniority on a rotating basis.
 - vi. A holiday log will be kept.
 - vii. The holiday schedule will be posted as per contract.
- i. OR Holiday On-call: for Cardiac (24 hour shifts) and Main OR (12 hour shifts):
 - i. Holiday On-call assignments shall be equally divided among all staff. In situations when holiday time is unequal, the extra on-call will be assigned in order of reverse seniority on a rotating basis.
 - ii. A holiday on- call log will be kept.
 - iii. Holiday On-call shall be assigned for the six (6) contract recognized holidays plus Christmas Eve and New Year’s Eve.
 - iv. Christmas Eve and New Year’s Eve will be assigned to both Cardiac and Main OR call teams for a twelve (12) hour shift of 7pm - 7am.
 - v. The actual holiday day will be assigned to both Cardiac and Main OR call team.
 - vi. The holiday schedule will be posted as per contract.
 - vii. Paid sleep time as per section 7.05
- j. Contracted Agency in the OR
 - i. A contracted agency nurse shall not be required to work weekends, holidays or on-call within the first ninety (90) days of employment. Weekends, holidays, and on-call shall be required for any agency nurse whose contract is extended beyond ninety (90) days or said agency nurse accepts a contract in the future. Agency RNs shall not have sole responsibility or in-charge responsibility in the OR.

k. Cardiac PTO Requests

- ii. For purposes of approving PTO requests, Cardiac seniority list will be considered separate and independent from the General/Main OR seniority list.

2. PACU Staffing

- a. PACU Weekdays: The PACU will be sufficiently staffed 24/7 week days as per the American Society of PeriAnesthesia Nurses (“ASPAN”) standards.
- b. PACU On-call:
 - i. ~~In the event that an ongoing case needs to be completed beyond the scheduled shift in the operating room or the PACU, the on-call team will be called in first (at least 30 minutes prior to the end of the shift). At that time, the on-call team~~

~~may ask the nurse participating in the case if she/he would volunteer to stay and finish the case. If they volunteer to stay, they will be paid as usual. If the nurse in the case does not volunteer, then the scheduled on-call team will be notified to come in. Staff members who are on the hospital premises upon the start of their "on-call" duty shall be paid on call as per Section 11.05 for time worked.~~

- c. PACU Weekend On-Call: PACU week-end call will be rotated and assigned as per ASPAN standards.
 - i. Each PACU on-call team will be staffed with two (2) RNs.
 - d. PACU Holiday On-Call: (12 hour shifts: 7am-7pm and 7pm-7am)
 - i. Holiday On-call assignments shall be equally divided among all staff. In situations when holiday time is unequal, the extra on-call will be assigned in order of reverse seniority on a rotating basis.
 - ii. A holiday on-call log will be kept.
 - iii. Holiday On-call shall be assigned for the six contract recognized holidays plus Christmas Eve and New Year's Eve.
 - iv. The holiday schedule will be posted as per contract.
3. Surgical Prep Weekend Rotation (Saturday and Sunday).
4. In the event the Hospital needs to make changes to the staffing, schedule, hours or call schedule in the Perioperative Departments, the Hospital will notify the Union in writing, 30 days prior to proposed changes and will bargain over the effects which shall include all Perioperative Departments.

11.05 Mandatory On-Call:

- A. Full-time, part-time benefit-eligible and part-time non-benefit-eligible employees shall be required to be on-call in units and at times as per past practice or as new needs are defined by the Hospital. An employee required to be on-call shall be compensated in accordance with Hospital's on call policy ~~of January 24, 1982 (revised 1/1/86)~~ which shall be incorporated by reference into this Agreement.
- B. ~~Employees who call out of mandatory on-call will be required to secure their own coverage. Three (3) or more call outs of mandatory on-call without secured coverage within a sliding twelve (12) month period may be subject to the disciplinary process.~~
- A.C. ~~In the event that an ongoing surgical and procedural case needs to be completed beyond the scheduled shift, the on-call team will be called in first (at least 30 minutes prior to the end of the shift). At that time, the on-call team may ask the nurse participating in the case if she/he would volunteer to stay and finish the case. If they volunteer to stay, they will be paid as usual. If the nurse in the case does not volunteer, then the scheduled on-call team will be notified to come in. Staff members who are on the hospital premises upon the start of their "on-call" duty shall be paid on call as per Section 11.05 for time worked.~~

SOMC

10.12

1. **Mandatory On-Call:** Employees (Full-time and Part-time) shall be required to be on-call in units and at times as per past practice or as new needs are defined by the Hospital. An employee required to be on-call shall be compensated in accordance with Hospital's on-call policy as

presented 2-16-11 (MHS-HR-01-2406) which shall be incorporated by reference into this Agreement.

In the event of a change in the current scheduling practice on a particular unit the Employer will provide at least ~~forty five (45)~~ thirty (30) days-notice to the Union of such change and agree to meet and confer with the Union regarding such changes and explore alternatives to satisfy the needs of the Hospital.

The on-call per hour rates of pay shall be \$4.00(four) / hr. – to be negotiated in economics discussion.

On-call on a holiday shall be paid at time and one-half (1 1/2) the on-call rate.

Emergency under Article III of the Policy shall not apply to call-ins because of absences of normally scheduled employees, but refers to disaster situations such as numerous victims brought in as a result of a bus accident. Employees in the O.R. not on-call who are called in to handle overflow work are paid in accordance with this emergency policy.

Each unit shall have clearly defined on-call guidelines, approved by the union and the employer, for both mandatory and voluntary on-call (VOC). A copy of such guidelines shall be forwarded to the Union and posted on the unit. The template for on-call will be incorporated by reference.

Mandatory on-call shall be equally divided among all staff. In situations where on-call time is unequal due to the ratio of staff and coverage needs, the unequal time shall be rotated as above. Holiday call will be rotated and equally distributed. Thanksgiving, Christmas and New Year's shall be rotated as in Section 10.7.

On-call shall be equally divided among all staff. In situations where on-call time is unequal due to the ratio of staff and coverage needs, the unequal time shall be rotated as above. Holiday call will be rotated and equally distributed.

[....]

C. Other On-Call Procedures

1. On-call employees shall be entitled to paid sleep time for their next scheduled shift of work if they work more than three (3) hours between the hours of 11:00 P.M. and 7:00 A.M. immediately preceding the next contiguous day shift. The amount of paid sleep time shall be equal to the number of hours worked when called in. Sleep time, in most cases, will start at the beginning of the shift unless the call in period extends to 7:00 A.M. In this scenario, sleep time will be at the end of the shift unless mutually agreeable to another arrangement.

2. In the event that an ongoing surgical or procedural case needs to be completed beyond the scheduled shift, the on-call team will be called in first (at least 30 minutes prior to the end of the shift). At that time, the on-call team may ask the nurse participating in the case if she/he would volunteer to stay and finish the case. If they volunteer to stay, they will be paid as usual. If the nurse in the case does not volunteer, then the scheduled on-call team will be notified to come in. Staff members who are on the hospital premises upon the start of their "on-call" duty shall be paid on call as per Section 10.12(A) for time worked.

1. An employee in a bargaining-unit position with (HPAE Local 5030) Palisades Medical Center who transfers to a posted bargaining unit position at (HPAE Local 5097) the Harborage, (HPAE Local 5058) Jersey Shore University Medical Center or (HPAE Local 5138) Southern Ocean Medical Center shall maintain his or her bargaining –unit seniority at 100%.
2. Once an employee has been granted a position at the Harborage, Jersey Shore University Medical Center or Southern Ocean Medical Center, the transfer shall occur within four (4) weeks, unless an extension beyond that period of time has been mutually agreed upon. Such employee shall be treated as an internal transfer and shall have access to all provisions of the applicable CBA.
3. Salary and benefits offered shall be consistent with the new division’s applicable CBA, current programs, and all eligibility rules of such plans.

- ~~1. An employee in a bargaining unit (BU) position (HPAE Local 5138) at Jersey Shore University Medical Center (JSUMC) who transfers to a posted bargaining unit position (HPAE Local 5058) with Southern Ocean Medical Center (SOMC) or visa versa shall maintain his or her bargaining unit seniority at 100%.~~

~~The above applies as of October 31, 2015. It does not apply to any transfers prior to October 31, 2015.~~

~~a. As of January 1, 2019, an RN in a bargaining unit (BU) position at HPAA Local 5030 at Palisades Medical Center Haekensack who transfers to a posted bargaining unit position (HPAE Local 5138) with Southern Ocean Medical Center shall maintain his or her bargaining unit seniority on a one-to-five basis; that is one year of BU seniority shall be given for every 5 years of BU seniority at the current location.~~

- ~~2. System seniority shall be maintained at 100 % when transferring from JSUMC to SOMC or vice-versa. As of January 1, 2019, system seniority shall be maintained at 100% when transferring from PMC to SOMC or vice-versa.~~
- ~~3. Once an employee has been granted a position at either hospital, the transfer shall occur within four (4) weeks unless mutually agreed upon for extension beyond that period. Such employee, shall be treated as internal transfer and shall have access to all provisions of the CBA.~~
- ~~4. A Full time, part time benefit eligible, part time non benefit eligible or per diem employee who transfers from a JSUMC to SOMC or Vice versa into a Full time, part time benefit eligible, part time non benefit eligible or per diem position shall maintain his / her current rate of pay or rate of pay for the new position whichever is greater.~~

HMH

HEALTH PROFESSIONALS AND ALLIED
EMPLOYEES, AFT/AFL-CIO, LOCALS 5058 &
5138

Anna Myron RN BSN CEN

Date: _____

Date: 6/3/2020

Non-Economic Proposal #18: Termination

JSUMC

8.04 – I. Termination

PTO eligible employees who terminate after completing their ninety (90) days of employment will receive pay for all PTO accrued but unused through the date of termination with proper notice of at least ~~three (3)~~ four (4) weeks. PTO and earned legal holiday hours will not be paid to an employee whose employment is terminated in connection with disciplinary action.

In the pay period that covers a termination date, PTO will be prorated based on a 8-hour calendar days.

If the employee terminates and has taken more PTO hours than he/she has accrued, these hours are to be deducted from the employee's final paycheck.

SOMC

15.01 – H. Termination

PTO eligible employees who terminate after completing their ninety (90) days of employment will receive pay for all PTO accrued but unused through the date of termination with proper notice of at least ~~three (3)~~ four (4) weeks. PTO and earned legal holiday hours will not be paid to an employee whose employment is terminated in connection with disciplinary action.

In the pay period that covers a termination date, PTO will be prorated based on a 8-hour calendar days.

If the employee terminates and has taken more PTO hours than he/she has accrued, these hours are to be deducted from the employee's final paycheck.

HMH

Date: _____

HEALTH PROFESSIONALS AND ALLIED
EMPLOYEES, AFT/AFL-CIO, LOCALS 5058 &
5138

Amara R. Bence

Date: 6/3/2020

Economic Proposal #20: Floating of Register Nurses (11.01 only)

SOMC:

11.01 Floating

1. Floating is the reassignment of a registered nurse (RN) to a unit/department that he/she is not hired to work on, and did not pre-schedule themselves to work on, in order to meet the operational needs of the facility and within a like clinical setting.
2. Floating is not "pre scheduled" and is utilized only after all other options have been exhausted.
3. Prior to "floating" an RN, it will be ensured that the RN has the knowledge, skills and competencies required to work on designated unit/department.
4. An RN will be floated to patient care units within the same clinical competency provided the nurse is qualified, has skills and competency as determined by the hospital. If the nurse believes that the assignment is beyond his or her skill level, he or she may raise the issue with the unit leader. If the leader agrees, he/she shall modify the assignment to one that reasonably meets the skills of the nurse. In the event floating is necessary, which may include but is not limited to instances of low census, late call-outs, no-call no-shows, staffing variances, etc., RN's in the float pool will be floated first. Volunteers may be considered.
5. The floating of RN's will not occur until the RN has been employed on "home unit" for 6 months. Exception: If RN is hired into the float pool this does not apply.
- ~~6.~~ An RN who is floated will not precept or be in charge on the unit/department they have been reassigned to.
7. Employees who are floated will not be required to take charge responsibilities or duties, but may volunteer to do so.
8. All employees will receive departmental orientation to the unit to which the employee is being floated.
9. Assisting Colleagues/Helping Hands: It is understood that from time to time nurses may have to assist their colleagues in other units/areas in times of need. Need is defined as any unexpected situation that may compromise the quality and/or safety of patient care delivery requiring immediate attention (such as IV starts or Foley insertions.) It is understood that this is not the same function as "floating." Nurses may be required in times of need to temporarily assist other units/areas, as long as doing so, does not jeopardize care or increase the work load of the nurse remaining in the sending unit/area. The nurse assisting with care will not receive a patient care

assignment. The assistance shall be for skilled assistance only, not a staffing need and only in order to resolve the situation. Once resolved, the nurse shall return to his/her unit.

10. Newly licensed RNs with less than one year of experience will not be permitted to float unless part of the float pool with competency co-determined by the manager and educator.

The Hospital shall make its best effort to avoid or minimize floating during the term of this agreement. In the event, however, the Hospital determines floating is necessary to provide proper patient care, it will follow the guidelines provided below and in accordance with the HMH Floating of Registered Nurses/Pull Pay, which is incorporated here by reference.

A. In the event floating is necessary, the nurse will be assigned to a like clinical competency unit and in the order in which staff will be required to float is as follows:

1. Nurses from outside agencies or contract nurses will be required to float before bargaining unit RN's, so long as such contracts permit.
2. Volunteers.
3. Per Diem* in Overtime (seniority notwithstanding)
4. Open Shifts with incentives (in order of reverse seniority)
5. Full-time and Part-time bargaining unit employees in overtime (in order of reverse seniority)
6. Per Diem (in order of reverse seniority)
7. Full-time and part-time bargaining unit employees on a rotating basis (in order of reverse seniority)

*Per Diems holding temporary positions will be treated as Core Staff.

The Hospital shall make its best effort to avoid or minimize floating during the term of this agreement. In the event, however, the Hospital determines floating is necessary to provide proper patient care, it will follow the guidelines provided below.

a. GUIDELINES

1. Employees shall only be floated to units to perform work for which they are qualified.
2. An employee who is assigned to a unit will generally be floated to another unit within the following districts. However, employees may be floated outside of these districts in unforeseeable emergent circumstances.
3. In the event floating is necessary, employees in the float pool will be floated first unless they have already been assigned to fill an open needed position. If an employee on a unit needs to be floated

and a float pool employee is assigned to that unit, the float pool employee will be floated first.

I	Endo / PACU / SDS	
* II	CCU / IMCU / Monitored Holding / Unmonitored Holding	
III	ED / Monitored Holding / Unmonitored Holding CDU	
IV	Radiology, Cath Lab / IR (required call will continue to be limited to the employees department of hire)	
**V	Maternal Child Health	
VI	OR	
VII	Oncology	
VIII	Wound care	
*IX	3MS / 4MS / 2MS / TCU / Unmonitored Holding	
	Note: All services not listed shall be considered closed, including newly created services, which will be assigned by Management until parties agree on status.	
	* Group II may be floated to IX	
	**Group V may be floated to any nursing department to provide support within their competency and skill level. They will not assume a patient assignment and will return to the Maternity department as needed.	
	Holding patients are defined as disposed from the ED, admitted inpatient.	

4. In the event floating is necessary, the order in which staff will be required to float is as follows:

- a) All non-bargaining unit employees, including Non-contracted agency, and all extra shifts for contracted agency.
- b) Open Shifts with incentives (in order of reverse seniority)
- c) Per Diem in Overtime seniority not withstanding
- d) FTE'd bargaining unit employees in overtime (reverse seniority)
- e) Per Diem
- f) FTE'd BU in extra shift (reverse seniority)
- g) Volunteers
- h) FTE'd bargaining unit (rotational) by reverse seniority

5. Employees who are floated will not be required to take charge responsibilities or duties, but may volunteer to do so.

6. ~~All employees will receive departmental orientation to the unit to which the employee is being floated.~~
7. ~~Assisting Colleagues; it is understood that from time to time nurses may have to assist their colleagues in other units/areas in times of need. Need is defined as any unexpected situation that may compromise the quality and/or safety of patient care delivery requiring immediate attention (such as IV starts or Foley insertions.) It is understood that this is not the same function as "floating." Nurses may be required in times of need, to temporarily assist other units/areas, as long as, doing so does not jeopardize care or increase the work load of the nurse remaining in the sending unit/area. The nurse assisting with care will not receive a patient care assignment. The assistance shall be for skilled assistance only, not a staffing need and only in order to resolve the situation. Once resolved, the nurse shall return to his/her unit.~~
8. ~~Newly licensed RNs with less than one year of experience will not be permitted to float unless part of the float pool with competency codetermined by the manager and educator.~~

HMH

HEALTH PROFESSIONALS AND ALLIED
EMPLOYEES, AFT/AFL-CIO, LOCAL 5138

Anna Maria Lu RW AE

Date: _____

Date: June 21, 2020

Economic Proposal #24: Tuition Reimbursement

JSUMC

11.06 Tuition Reimbursement: Employees shall be entitled to tuition reimbursement in accordance with the Hospital's Tuition ~~Reimbursement~~ Assistance Policy which shall be incorporated by reference into this Agreement. The Hospital will provide at least sixty (60) calendar days' notice of any substantial changes to the Tuition Reimbursement Policy prior to implementation and will negotiate over the effects.

1. Full-time up to 100 % reimbursement for each course to a maximum of \$5,~~000~~250.00 per calendar year as defined by policy.
2. Part-time benefit-eligible up to 100% reimbursement for each course, up to a total maximum of \$2,500~~625~~.00 per calendar year as defined by policy.

These monetary amounts will not be reduced during the life of this agreement.

- ~~2. Part-time non-benefit-eligible up to 100% reimbursement for each course, up to a total maximum of \$1,250.00 per calendar year as defined by policy~~

Courses must be job (nursing) related or prepare an employee for promotional opportunity as specified by the Hospital. Employees engaged in courses of study which are neither job related nor prepare for a promotional opportunity as specified by the Hospital as of the date of this agreement may continue such studies.

~~Bargaining unit members who are engaged in an approved course of study as of November 1, 2018 will be subject to the current plan for the life of the Agreement.~~

SOMC

ARTICLE 16. TUITION REIMBURSEMENT: ~~EFFECTIVE 8/1/2011~~

Employees shall be entitled to tuition reimbursement in accordance with the Hospital's Tuition ~~Reimbursement~~ Assistance Policy which shall be incorporated by reference into this Agreement. The Hospital will provide at least sixty (60) calendar days' notice of any substantial changes to the Tuition Reimbursement Policy prior to implementation and will negotiate over the effects. The tuition assistance amounts will not be reduced during the term of this agreement.

1. Full-time up to 100 % reimbursement for each course to a maximum of \$5,~~000~~250.00 per calendar year as defined by policy.
2. Part-time benefit-eligible up to 100 % reimbursement for each course, up to a total maximum of \$2,500~~625~~.00 per calendar year as defined by policy.

These monetary amounts will not be reduced during the life of this agreement.

~~2. Part-time non-benefit-eligible up to 100% reimbursement for each course, up to a total maximum of \$1,250.00 per calendar year as defined by policy.~~

Courses must be job (nursing) related or prepare an employee for promotional opportunity as specified by the Hospital. Employees engaged in courses of study which are neither job related nor prepare for a promotional opportunity as specified by the Hospital as of the date of this agreement may continue such studies.

~~Bargaining unit members who are engaged in an approved course of study as of November 1, 2018 will be subject to the current plan for the life of the Agreement.~~

HMH

HEALTH PROFESSIONALS AND ALLIED
EMPLOYEES, AFT/AFL-CIO, LOCALS
5058 & 5138

Anna Maria RN BH/GRN

Date: _____

Date: 6/20/2020
af

When can we be provided with the slide show and bylaws? And we need this as a proposal.

1. Is the program voluntary?

- Yes.

2. Where do you go on ladder as a current clinical specialty scholar, even without newly proposed education requirements?

- Level IV

3. Please explain the guidelines pertaining to how discipline will affect status of CARE:

- Does level 1 or 2 does matter?

- This will need to be developed by the committee for managing the program.

- If I get discipline will I be bumped off the ladder?

- No.

- Is it in the past year or a rolling calendar?

- Rolling calendar.

- Are you going to be stripped of all 3 years of monetary bonus?

- No.

- If you get disciplined in May, what will happen to your July bonus?

- Nothing, you're still going to get your bonus.

- If you currently have CARE today and have a discipline, would you be grandfathered in?

- Yes.

4. Satisfactory appraisal is based on what?

- The committee that will assist with the application and management of the program will clarify.

5. Clarify "precepting more than one nurse"?

- During the three-year period, you need only to precept more than one nurse – not more than one nurse at a single time.

6. What would electronic tracking of points look like?

- This will need to be developed by the committee managing the program.

7. After initial recognition of CARE, a nurse has three years to earn the points?

6/3/2020 Questions pertaining to Clinical Ladder Program from HPAE

- Yes

8. Are there enough committees to get chair for applicable points?

- We have ample opportunities for participation and serving as chairs and/or chairs but this is not the only manner in which to achieve points.

9. If we came up in our unit for special project, we would go to our manager or to the chair/co-chair?

- This will be encompassed by the planning that would need to occur for the application and management of the program.

10. Level 3 includes points for medical mission. Per contract, is that 2 nurses per unit or 2 per hospital?

- Per hospital.

11. What will be the status of the geriatric specialty?

- Transition to Level IV

12. Magnet has issues with our current program?

- No, Magnet does not dictate what programs we have. They merely recommend a clinical ladder program. This was put into place to recognize nursing excellence through a point-based system that aligns with our strategic plan and professional practice model.

13. If you currently do not have a BSN and were grandfathered in, how do you move up the clinical ladder?

- All criteria for education and professional requirements must be met in order to advance.

14. Were any clinical nurses involved in the development of this plan? Were any nurse educators included?

- Two members of the Ann May Center represented both hospitals.