

AGREEMENT

By and Between

HEALTH PROFESSIONALS AND ALLIED EMPLOYEES AFT/AFL-CIO, LOCAL 5058

And

JERSEY SHORE UNIVERSITY MEDICAL CENTER

MEMORANDUM OF AGREEMENT

1. Jersey Shore University 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 Jersey Shore University 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 6, 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that date, without a work stoppage, picketing, handbilling or other concerted activity, any or all provisions will be withdrawn.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 January 30, 2023 assuming ratification by the Union members.
4. The Tentative Agreements (E-1, E-7, E-9, E-16 and E-18) previously agreed to are identified accordingly and incorporated into this packet and 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 Local 5058.
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.

JERSEY SHORE UNIVERSITY MEDICAL
CENTER

Ellen Ayala

Date: 7/1/2020

HEALTH PROFESSIONALS AND ALLIED
EMPLOYEES, AFT/AFL-CIO, LOCAL 5058

Adam P. Witt

Date: 7/1/2021

AGREEMENT

By and Between

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

LOCAL 5058

And

JERSEY SHORE UNIVERSITY MEDICAL CENTER

July 12, 2020 through January 30, 2023

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Non-Economic Proposal #1: Agreement (Prior Tentative 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 12th day of July, 2020.

JERSEY SHORE UNIVERSITY MEDICAL
CENTER

Ellen Angelo

Date: 7/1/2020

HEALTH PROFESSIONALS AND ALLIED
EMPLOYEES, AFT/AFL-CIO, LOCAL 5058

John P. Wit

Date: 7/1/2021

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Non-Economic Proposal #2: Union Days

JSUMC

2.07 Union Business

Union Business: The Local Union President shall be granted ~~twenty-one (21) days with pay~~ ~~twenty-six (26) days with 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/ reps. The 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. If the Hospital schedules a meeting that will occur in less than forty-eight (48) hours, the President will give notice, in writing, in a timely manner to minimize staffing and operational issues.

Additionally, unpaid release time, in the amount of ~~one hundred twenty (120) two hundred eight (208)~~ hours per year, shall be granted to the Union Chairperson for the purpose of conducting Local Union Business. This time off shall not be assignable to other Union Officers or Representatives. The Union Chairperson shall retain his/her Full Time classification with full benefit entitlement. The request for use of such time shall be given forty-eight (48) hours in advance, which the Hospital will accommodate as much as possible based on staffing and operational needs.

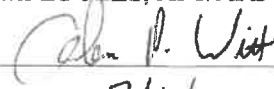
Leave of absence without pay for up to twelve (12) months shall be granted to Union officers who gain employment with the Union with rights to renew for up to an additional twelve (12) months. Upon expiration of such leave, the employee shall be entitled to the same position or an equivalent vacant position and rights as outlined in Article 9.

JERSEY SHORE UNIVERSITY MEDICAL CENTER



Date: 7/1/2020

HEALTH PROFESSIONALS AND ALLIED EMPLOYEES, AFT/AFL-CIO, LOCAL 5058



Date: 7/1/2021



Non-Economic Proposal #3: New National Certification Policy

JSUMC

3.02 Staff Development

The Hospital shall provide the following for all employees covered by this Agreement:

- i. Each employee shall be provided with an individualized evidence based orientation built upon existing competencies and the specialty area serving as the home department. The orientation program is under the direction and guidance of the Nursing Education Department. The orientation timeframes are recommendations that may be adjusted based upon the individualized learning needs assessment, request of the employee with the recommendation of the nurse manager, the nurse educator and feedback from the preceptor.
 1. Newly graduated registered nurses are provided with up to twelve (12) weeks of orientation unless extenuating circumstances are identified by the Nurse Manager, Nurse Educator, and with input from the Preceptor.
 2. Newly hired experienced registered nurses are generally provided with a four (4)-week orientation.
 3. Registered nurses transferring within the BU to an alternate practice site or level of care will receive an orientation based upon their competency needs assessment.
 4. Per Diems will follow the guidelines above based upon their experience and competency.
 5. A written outline of orientation information and a copy of the Evaluation Form will be given to each employee at the start of the orientation. During the orientation period of all new bargaining unit employees, a representative designated by the Union shall address the new employees about the Union.
 6. During the orientation period, the new RN employee shall be assigned a primary preceptor. Every effort will be made to schedule the new employees with his or her preceptor for the length of the orientation. Every effort will be made to schedule the Float Pool RN new employee with a unit specific preceptor for the length of the orientation on that unit. In addition, the new employee will not be considered in the staffing numbers. An employee transferring to JSUMC into a bargaining unit positions shall be assigned to attend the JSUMC campus specific orientation, including Union orientation.

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- ii. **Mandatory Education:** 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 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.~~

- iii. **Career Opportunity:** 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. Course must be taken at ~~Meridian~~ Hackensack Meridian Health.
- iv. **Continuing Education:** 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 request 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 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 JSUMC.

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 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) day 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

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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).

- v. **National Certification:** The Hospital shall provide ~~advanced reimbursement for the cost of certification exams and renewal fees for recognized National Certifications.~~ 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.

Paid annually starting end pay period of December 2021, AAU EA

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 and will be reimbursed in advance, for one additional exam. When permission is obtained, it is with the understanding that the nurse will register for the next certification exam offered 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.

- vi. **Health System Courses:** 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 six (6) months 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 13 of the Agreement.

- vii. **vi. "Walk in my Shoes":** An RN shall be given the opportunity to work in another department of which he / she has little or no experience, in order to provide the opportunity to grow professionally and to experience a "different kind" of nursing as well as to improve his / her overall communication and understanding between different nursing departments by "Walking in the Shoes" of another RN. The employee will follow another RN for a twelve (12) hour work period. The RN will not have a patient care assignment and will "walk in the Shoes" of his / her colleague. The applicant will apply through the Nursing Education Department for each twelve (12) hour period. It is understood that overall staffing consideration must be considered on both units involved.

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3.04 Staffing – D. Criteria for Patient Care Units – 3. Professional Growth

(b) National Certification


~~The Hospital shall provide the 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. All staff RNs must take a national certification exam approved by Nursing Education within three (3) years of working. Current 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 take the exam again within one (1) year and at least once a year every year after until successful~~

JERSEY SHORE UNIVERSITY MEDICAL
CENTER



Date: 7/1/2020

HEALTH PROFESSIONALS AND ALLIED
EMPLOYEES, AFT/AFL-CIO, LOCAL 5058



Date: 7/1/2021



Non-Economic Proposal #7: On Call Provisions (Prior Tentative Agreement)

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 ~~peri~~Operative 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

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- 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.i. 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~~

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~~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.

JERSEY SHORE UNIVERSITY MEDICAL CENTER

Date:

7/1/2020

HEALTH PROFESSIONALS AND ALLIED EMPLOYEES, AFT/AFL-CIO, LOCAL 5058

Date:

7/1/2021

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Non-Economic Proposal #8: Per-Diems

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4.04 Per Diem: An employee who is employed as needed by the Hospital and subject to the employee's availability with no guarantee of hours. Such employee shall be part of the bargaining unit and as such be entitled to seniority and all rights and benefits as outlined in the Agreement. Per diem nurses shall follow the HMH's Per-Diem Registered Nurses Policy, which shall be incorporated by reference into this Agreement. Per diems in the operating room only shall be required to work eight (8) shifts per quarter including two (2) weekend shifts. 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.

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

New Side Letter:

This is to confirm that the 920 hour cap on Per Diems will not begin until January 1, 2021, at which time the Parties will meet and bargain over the effects, including the Per Diem's ability to apply for any open positions, so long as they have the qualifications to fill the open position.

Guidelines for Per-Diems:

1. ~~Per Diems shall be required to work ninety-six (96) hours/quarter, inclusive of twenty-four (24) hours on weekends in departments that are open on the weekend. The weekend worked does not have to be consecutive days but must be a minimum of an 8-hour shift. A per diem who does not work the required ninety-six (96) hours within a ninety (90) day period shall be terminated from employment.~~
2. ~~Per diems may not participate in the CARE Program.~~
3. ~~Per Diems may each sign up for available time to a maximum of four (4) posted shifts during the Pre-Posting period first week of pre-posting period. Following that period of time, a per diem may sign up for additional time in the 'open shift' period.~~
4. ~~When extra shifts are available that would place a Per Diem employee in a premium pay situation of time and one-half (1 1/2), preference for scheduling shall be given to Full Time, Part Time Benefit-Eligible and Part Time Non-Benefit-Eligible employees over Per Diem employees, seniority notwithstanding.~~
5. ~~Per Diems are required to fulfill their requirements in their home cost-center, not including coverage for PTO. Per Diems may not sign up to work in more than one (1) unit on the same day for the same shift.~~
6. ~~Per Diem employees must meet all requirements for the position prior to signing up for time, including all certifications needed to perform the job (ACLS, PALS, NALS, telemetry, etc.) The~~

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Hospital agrees to pay for recertification for Per Diem employees already working in the particular unit.

7. ~~Per Diems may be pre-scheduled only to provide coverage for a Full Time, Part Time Benefit-Eligible or Part Time Non-Benefit-Eligible employee for PTO and Holidays.~~
8. ~~Per Diems may be pre-scheduled according to article 4.05~~
9. ~~Per Diems who are holding positions in departments, which are closed on the weekends and have call requirements, will be required to work two (2) call shifts per quarter on a weekend which must be a minimum of an eight (8) hour call shift. Such time will count as a shift worked towards their requirement, consistent with department requirements.~~
10. ~~Per Diem employees who cancel or call out less than 48 hours prior to their scheduled shift shall receive a level one disciplinary notice for more than 1 cancellation per quarter. In the event of a cancellation, the employee who next signed up to work the shift shall be given first choice to work. Cancellation of an extra shift shall not be considered an unscheduled absence.~~

~~Per Diem employees who cancel or call out greater than 48 hours prior to their scheduled shift will lose the right to sign up for open shifts for the next posted schedule (4 weeks) after four (4) cancellations in one posted schedule. The next schedule for the purpose of this language, is defined as the next posted schedule~~

JERSEY SHORE UNIVERSITY MEDICAL
CENTER



Date: 7/1/2020

HEALTH PROFESSIONALS AND ALLIED
EMPLOYEES, AFT/AFL-CIO, LOCAL 5058



Date: 7/1/2021

Non-Economic Proposal #9: HMH Scheduling Program (Prior Tentative Agreement)

In addition, JSUMC proposes to change all references to "Smart Square" to the "HMH Scheduling Program."

JSUMC

4.09 (B) — ~~Smart Square~~ The HMH Scheduling Program

~~HMH will maintain an Smart Square is our~~ electronic scheduling program, which the Hospital has the right to change to align with the scheduling program utilized across the HMH network. All ~~Smart Square~~ schedules will be dated upon posting, and will remain posted until the end of the schedule. The Employer shall provide a mechanism for staff to view who bid for extra shifts, the BU seniority dates, and who was granted the shift.


Only Bargaining Unit Employees are permitted to sign up via the HMH Scheduling Program ~~Smart Square~~ for extra or overtime shifts.

The schedule period timeline for the duration of this contract is attached as Appendix G.


The Pre-posting and Open Shifts shall be dated upon posting and saved for a period of no less than three months. Upon request, the Union shall receive a hardcopy of all units' extra shift postings. This report shall be referred to as the "Extra Shift Report." In addition, the Union, upon request, shall receive hardcopies of the "Extra Shift Reports" and the final shift approvals up to 3 months prior to request.

Available time will be posted in the HMH Scheduling Program ~~Smart Square~~ for each nursing unit based upon average daily census and acuity needs at the time the regular work schedule is posted. Bargaining unit employees shall have the right to sign up for said available time via the HMH Scheduling Program ~~Smart Square~~ program.

JERSEY SHORE UNIVERSITY MEDICAL CENTER


Date: 7/11/2020

HEALTH PROFESSIONALS AND ALLIED EMPLOYEES, AFT/AFL-CIO, LOCAL 5058


Date: 7/11/2021

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Non-Economic Proposal #11: Inclement Weather Policy

JSUMC

11.07 Inclement Weather Benefit

On occasions where snow or inclement weather impairs transportation to and from the Hospital, which will be handled and administered in accordance with the HMH's Inclement Weather Policy, which shall be incorporated by reference into this Agreement.~~employees whose arrival to work is delayed shall not be docked pay provided employees work 2/3 of scheduled work day.~~ 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. It is understood that health benefits and rates of pay will not be reduced during Inclement Weather or a State of Emergency.

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.

JERSEY SHORE UNIVERSITY MEDICAL CENTER



Date: 7/1/2020

HEALTH PROFESSIONALS AND ALLIED EMPLOYEES, AFT/AFL-CIO, LOCAL 5058



Date: 7/1/2021

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Proposed 05/04/20
Modified 06/18/20
Modified 06/24/20

Non-Economic Proposal #12: Duration

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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.

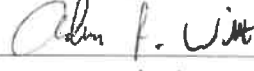
This agreement shall expire 7:00 a.m. on January 30, 2023 ~~May 31, 2020~~.

JERSEY SHORE UNIVERSITY MEDICAL
CENTER



Date: 7/1/2020

HEALTH PROFESSIONALS AND ALLIED
EMPLOYEES, AFT/AFL-CIO, LOCAL 5058



Date: 7/1/2021

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Non-Economic Proposal #13: JSUMC Appendix E – RN Preceptor Program

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 Jersey Shore University 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.

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- 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~~

JERSEY SHORE UNIVERSITY MEDICAL CENTER

Ellen Jr
Date: 7/1/2020

HEALTH PROFESSIONALS AND ALLIED EMPLOYEES, AFT/AFL-CIO, LOCAL 5058

Colin P. Wirt
Date: 7/1/2021

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Non-Economic Proposal #16: Side Letters (Prior Tentative Agreement)

JSUMC – Side Letter #6

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.
4. ~~An employee in a bargaining unit (BU) position (HPAE Local 5138) at Southern Ocean Medical Center (SOMC) who transfers to a posted bargaining unit position (HPAE Local 5058) with Jersey Shore University Medical Center (JSUMC) or vice-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 (HPAE Local 5030) at Palisades Medical Center Hackensack who transfers to a posted bargaining unit position (HPAE Local 5058) with Jersey Shore University Medical Center (JSUMC) 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 SOMC to JSUMC or vice-versa.~~
 - a. ~~As of January 1, 2019, system seniority shall be maintained at 100% when transferring from PMC to JSUMC 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 SOMC or JSUMC 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.~~

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JERSEY SHORE UNIVERSITY MEDICAL
CENTER

[Signature]

Date: 7/1/2020

HEALTH PROFESSIONALS AND ALLIED
EMPLOYEES, AFT/AFL-CIO, LOCAL 5058

Adrian P. White

Date: 7/1/2021

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Non-Economic Proposal #17: Staffing

JSUMC

3.04 Staffing

A. INTRODUCTION

1. Consistent with section 3.06, only bargaining unit members so designated by the Union Chairperson or his/her designee shall be authorized to deal with issues concerning wages, hours and working conditions as defined as mandatory subjects of bargaining within meaning of the National Labor Relations Act.
2. In addition, it is agreed that management will not raise or challenge the non-supervisory status of the nurse in the bargaining unit.
3. Jersey Shore University Medical Center and Health Professionals & Allied Employees Local 5058 agree that in any patient care situation, safe quality care is of utmost importance. Nursing practice within Jersey Shore University Medical Center is Patient Centered, always according the patient the highest respect and acknowledging the individual as an informed, discriminating consumer. Care is competent, effective and collaborative. It respects the patient's values, preferences and needs. In the patient centered model, patient acuity and needs drive budget, hours of patient care per patient day, staffing and skill mix.

B. STAFFING STANDARDS

~~Staffing on units will be determined by patient needs and census. The workload for Registered Nurses shall be determined by the needs of the patients. The Hospital agrees to maintain a patient acuity system for the purpose of determining the health care needs of patients. The Hospital's current staffing is based upon both census and acuity. The workload for Registered Nurses shall be determined by the needs of the patients according to the patients hours of care as determined by the acuity system or any other validated system after consultation with the union.~~

1. Emergency Department Staffing Committee:

The Union and Hospital agree to continue the Emergency Department Staffing Committee. There shall be an equal number of participants selected by the Union and the Hospital (maximum of 4 each). A representative from the Union and Hospital shall co-chair the committee. The committee will review and address issues of staffing, staffing patterns and patient care delivery models for the purpose of providing quality patient care.

In addition, the following staffing shall apply:

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- a. The ED charge nurse may be required to have a patient care assignment.
- b. Triage RN is an assignment to provide triage services throughout the ED, including but not limited to patient rooms and overflow areas. Triage is not an assignment to a specific location (internal triage). The minimal triage staffing assignments will be provided as follows:

- 7 am. to 11 am - 2 RNs,
- 11 am to 11 pm. - 3 RNs
- 11 pm. to 7 am. – 2 RNs

- c. Pedi ED RN – one (1) triage Pedi RN from 11 am to 11 pm.

Pedi ED triage is an assignment to provide triage services when necessary throughout the Pediatric ED. When triage services are not necessary due to low volume and/or low acuity, the triage RN can and will be utilized throughout the Pediatric ED to provide various patient care services as assigned within the scope of his/her practice.

C. STAFFING PROCEDURES

In addition, in order to ensure that staffing levels are maintained as outlined in this Agreement the Hospital will utilize the following:

- Posting of overtime Section 4.09
- Float pool Sections 6.06 and 7.12
- Critical Shift Bonus Section 7.08
- Weekend Program 24/36 Section 4.06
- Voluntary On Call Section 11.05

D. CRITERIA FOR PATIENT CARE UNITS

In addition to any other provision of this Agreement, the following will apply for all Nursing Units:

1. Management

Nurse Manager:

Selection Process: The nurse manager will be selected through an interview process with the Chief Nurse Executive, Campus Executives, Physician Leadership, Peers and Staff.

Education: The manager will have a minimum of a Bachelor's Degree in Nursing or related field and hold a national certification in the related clinical area or nursing administration.

Characteristics: Experienced, problem solver, clinically and administratively astute, respected by executive leadership, peers, staff and physicians. The manager will have demonstrated the following competencies related to Nursing Leadership:

- Leading
 - Motivating and Influencing Others

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- Managing Vision and Purpose
- Standards and Accountability
 - Clinical Quality Management and Service Orientation
 - Accountability
- Planning and Decision Making
 - Problem Solving and Innovation
 - Initiative
 - Financial Savvy
- Communication
 - Active Listening
 - Clearly articulates message - verbal and written
- Developing People
 - Identify and Recruit Top Talent
 - Developing and Retaining Top Talent
- Building Relationships
 - Showing Support
 - Team Building
- Conflict Prevention and Management

2. Staff Selection Process

- a. Peer Interviewing: Utilization of guidelines from Human Resources

3. Professional Growth

- a. ~~CARE Program~~ Clinical Ladder Program:

All full-time and part-time (benefit eligible) RNs must may apply to the ~~"CARE"~~ Clinical Ladder Program, in accordance with the Clinical Ladder Guidelines at Appendix F ~~program within three (3) years of working as an RN. Current RNs with three (3) or more years with the Employer as an RN must apply for advancement. A Candidate who is unsuccessful, must make reasonable efforts to re-apply within one (1) year and each year thereafter until successful.~~ The Clinical Ladder program is designed to reward and recognize exemplary professional practices. RNs may apply to the program on a quarterly basis.

- b. National Certification

~~All staff RNs must take a national certification exam approved by Nursing Education within three (3) years of working. Current 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 take the exam again within one (1) year and at least once a year every year after until successful.~~ hospital shall provide the National Certification reimbursement in accordance with the HMM's National Certification-Nursing Policy, which shall be incorporated by reference into this Agreement. The Hospital will provide 30 calendar days notice

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of any changes to HMH National Certification Policy prior to implementation and will bargain over the effects.

c. Bachelor's Degree:

RNs who are hired into the bargaining unit November 1, 2013 through October 31, 2015 must attain a Bachelor's of Science in Nursing (BSN) degree within five (5) years as condition of employment. RNs who are 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.

d. Special Bachelor's Degree Labor-Management Committee:

The Special Bachelor's Degree Labor-Management Committee with equal representation from HP AE Local 5058 and the Hospital shall meet as needed. The purpose of the committee is to review a bargaining unit RN's request to extend the deadline for obtaining his/her BSN. This committee shall approve/deny the request for extension on a case by case basis.

- e. All job postings (§ 5.10 A. 1) for a staff RN position shall not have a Bachelor's Degree as minimal educational requirement.
- f. There will be no discipline or negative affect or be considered a condition for employment for an employee who fails to obtain a CARE-Clinical Ladder level or National Certification

4. Technology Enhancement

- a. There will be an adequate number of computers available for the employees.
- b. Mobile phones will be supplied to nurses on patient care units as needed.
- c. Except in a case of intentional mistreatment, employees shall not be responsible for replacements of lost, stolen or damaged equipment.

5. Staffing

- a. Staffing on units will be determined by patient needs ~~the Patient Acuity System. The hospital's current staffing is based upon both census and acuity.~~ The workload for Registered Nurses shall be determined by the needs of the patients, ~~according to the~~

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~~patients' hours of care as determined by the acuity system or any other validated system after consultation with the union.~~

~~Staffing Hours of Care per patient day will be determined by using 5.0 direct hours of care per patient day for type 2 patient.~~

Specialty Organization recommendations for staffing levels shall be considered.

The Employer recognizes that adequate ancillary assistance, particularly direct patient care provided by Patient Care Technicians ("PCTs") is essential to provide safe, quality patient care. Therefore, priority will be given to maintain PCTs on the unit in a direct care capacity; not including one-to-one patient care assignments.

RN to ancillary ratios will be:

- ~~• Medical Surgical 65% RN~~
- ~~• Telemetry / Step Down 75% RN~~
- ~~• Critical Care 90% RN~~

- d. Non-bargaining unit employees, Agency Staff either day or contracted, may be utilized on units under the following terms and conditions:
- i. Bargaining unit positions are posted. If hired staff are oriented and there are no open positions posted, Agency Nurses will not be utilized.
 - ii. Overtime is posted according to the Agreement.
 - iii. The Employer will notify the Union when Agency staff or non-bargaining unit employees are in use.
 - iv. Non bargaining unit employees which also includes all Agency staff will be clearly marked on the schedule as "AGENCY" and their time will be posted as available on the overtime list.
 - v. Bargaining Unit Employees may bump ~~day-Non-Contracted Agency staff or any other non-bargaining unit employee with 24 hours' notice or contracted Agency Nurses with 72 hours' notice.~~

E. Patient Safety and Satisfaction:

Patient safety and satisfaction are recognized goals of both the Hospital and HPAE. It is acknowledged that patient safety and satisfaction are both negatively impacted as the nurse to patient ratio increases. Therefore, when the nurse to patient assignment is known to reach or exceed safe RN workload, upon notification, the employer, will consider steps such as the following to reduce the work load on the nurse. These measures shall include, but are not limited to:

- Critical shift bonus for employees who come in to work
- Voluntary on call (calling in individuals who have made themselves available to work)
- Use of per diem nurses
- Calling in/obtaining extra PCTs to assist with patient care

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- Utilize the float districts and adjust staff accordingly (see 6.06).

4.09 Bargaining Unit Preference

A. Available Work Time.


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, Bargaining Unit Employees may bump ~~day Non-Contracted Agency staff~~ or any other non-bargaining unit employee with twenty-four (24) hours' notice ~~or a contracted Agency Nurse with seventy-two (72) hours' notice given to the nurse Manager and so long as~~ that it 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.

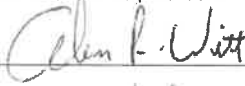
Contracted Agency nurses shall be required to work weekends, holidays and shall have the same scheduling requirements as bargaining unit employees. In addition, before subcontracting, the hospital will post a temporary position. In the event an agency nurse is being utilized for six (6) months on a particular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

JERSEY SHORE UNIVERSITY MEDICAL
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Date: 7/1/2020

HEALTH PROFESSIONALS AND ALLIED
EMPLOYEES, AFT/AFL-CIO, LOCAL 5058



Date: 7/1/2021

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Non-Economic Proposal #18: Termination (Prior Tentative Agreement)

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.

JERSEY SHORE UNIVERSITY MEDICAL
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Date: 7/1/2020

HEALTH PROFESSIONALS AND ALLIED
EMPLOYEES, AFT/AFL-CIO, LOCAL 5058



Date: 7/1/2021

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Economic Proposal #19: New Base Wage Scale

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 effects 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*
0	\$28.63	\$37.26
1.	\$29.20	\$39.65
2.	\$29.79	\$40.05
3.	\$30.38	\$40.45
4.	\$30.99	\$40.85
5.	\$31.61	\$41.26
6.	\$32.24	\$41.67
7.	\$32.89	\$42.09

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Years of Experience**	Current RN Base Wage	New RN Base Wage*
8.	\$33.54	\$42.51
9.	\$34.22	\$42.93
10.	\$34.90	\$43.36
11.	\$35.60	\$43.80
12.	\$36.31	\$44.24
13.	\$37.04	\$44.68
14.	\$37.78	\$45.12
15.	\$38.65	\$45.58
16.	N/A	\$46.03
17.	N/A	\$46.49
18.	N/A	\$46.96
19.	N/A	\$47.43
20.	N/A	\$47.90
21.	N/A	\$48.38
22.	N/A	\$48.86
23.	N/A	\$49.35
24.	N/A	\$49.85
25.	N/A	\$50.34
26.	N/A	\$50.85
27.	N/A	\$51.36
28.	N/A	\$51.87
29.	N/A	\$52.39
30.	N/A	\$52.91

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JSUMC Wage Scale: Nurse Clinician, Clinical Nurse Education Specialist and Nurse Anesthetist

	M379 M3791U - Nurse Clinician	M389-M3819U - Clinical Nurse Education Specialist	M390 M3800U/ M3801U - Nurse Anesthetist*
YOE			
0	\$41.22	\$49.08	\$94.22
1	\$41.63	\$49.56	\$95.16
2	\$42.05	\$50.06	\$96.12
3	\$42.47	\$50.56	\$97.08
4	\$42.89	\$51.06	\$98.04
5	\$43.32	\$51.58	\$99.02
6	\$43.75	\$52.09	\$100.01
7	\$44.19	\$52.61	\$101.02
8	\$44.64	\$53.14	\$102.02
9	\$45.08	\$53.66	\$103.03
10	\$45.53	\$54.20	\$104.06
11	\$45.99	\$54.75	\$105.12
12	\$46.45	\$55.30	\$106.18
13	\$46.91	\$55.85	\$107.23
14	\$47.38	\$56.40	\$108.29
15	\$47.86	\$56.98	\$109.39
16	\$48.33	\$57.54	\$110.47
17	\$48.81	\$58.11	\$111.58

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18	\$49.31	\$58.70	\$112.70
19	\$49.80	\$59.29	\$113.83
20	\$50.30	\$59.88	\$114.96
21	\$50.80	\$60.48	\$116.11
22	\$51.30	\$61.08	\$117.26
23	\$51.82	\$61.69	\$118.44
24	\$52.34	\$62.31	\$119.64
25	\$52.86	\$62.93	\$120.82
26	\$53.39	\$63.56	\$122.04
27	\$53.93	\$64.20	\$123.26
28	\$54.46	\$64.84	\$124.49
29	\$55.01	\$65.49	\$125.74
30	\$55.56	\$66.14	\$126.98
<u>Per Diem</u>	<u>See Per Diem Policy</u>	<u>See Per Diem Policy</u>	<u>\$130.00</u>

***In addition, HMH proposes to update Side Letter 1 to read as follows:**

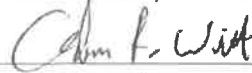
It is the intent of the Hospital to remain competitive in the local labor market. The Hospital and the Union agree to periodically review the rates of pay for Registered nurses at hospitals in our labor market (~~Monmouth~~ Monmouth/Ocean counties). The parties agree to discuss mutual concerns related to non-competitiveness. Increases in the rates of pay to a competitive level will only be made by mutual agreement between the Hospital and the Union. Given the particular volatility of the local labor market for the Nurse Anesthetist, however, the Hospital may periodically review and unilaterally adjust their rates of pay.

JERSEY SHORE UNIVERSITY MEDICAL CENTER



Date: 7/1/2020

HEALTH PROFESSIONALS AND ALLIED EMPLOYEES, AFT/AFL-CIO, LOCAL 5058



Date: 7/1/2021

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

JSUMC:

6.06 Floating:

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 be in accordance with NJAC 8.43G-17.1(d) Nurse Staffing Chapter, follow guidelines provided below.

The Hospital will provide a report of instances of floating during Staffing Committee meetings, which will be a standing agenda item. During the Staffing Committee meetings, the nursing leadership team and HPAE will continue to evaluate the experiences of the floated nurse and share opportunities to enhance the program.

- A. Floating is the reassignment of registered nurses (RN) to a unit/department that they are not hired to work on, and did not pre-schedule themselves to work on, in order to meet the operational needs of the facility. Floating is not "pre scheduled" and is utilized only after all other options have been exhausted.
- B. The Hospital will not use floating as a staffing solution, although not intended to impact staffing patterns, the floating of nurses will be based on patient care needs. 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, RN's in the float pool will be floated first.
- C. An RN may be floated for a shift or any part thereof to a patient care unit within the same clinical competency, provided the nurse is qualified 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 and/or nursing supervisor. If the leader/supervisor agrees, he/she shall modify the assignment to one that reasonably meets the skills of the nurse.
- D. Floating to "like units" will conform with similar clinical competencies including, but not limited to, Pediatric specialties, Emergency Services, Tele/Medical Surgical, Psychiatric Services, Maternity, Dialysis, Perioperative Services and Adult Critical Care. Floated nurses will be assigned patients within their competencies.
- E. The floating of RN's will not occur until the RN has been employed on "home unit" for 12 months. Exception: If RN is hired into the float pool this does not apply.

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F. An RN who is floated will not precept or be in charge on the unit/department they have been reassigned to.

G. The order in which staff will be required to float is as follows:

1. Float Pool
2. Nurses from outside agencies or contract nurses will be required to float before bargaining unit RN's, so long as such contracts permit.
3. Volunteers.
4. Open Shifts (in order of reverse seniority)
5. Per Diem* in Overtime - *Per Diems holding temporary positions will be treated as Core Staff
6. 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
7. CORE staff by reverse seniority on a rotational basis.

Note: All BU employees are required to float in CORE assignments except BU employees with fifteen (15) years of BU seniority as of 5/31/2020.

6.06 ~~Floating:~~

- a. ~~No Floating:~~ ~~Except within the districts designated below, and/or shifts when RN's are contingency staff, bargaining unit RNs will not be required to float out of their permanently assigned unit, except in a bona fide emergency. An emergency is defined as an unforeseen circumstance out of the control of the Employer, such as an internal disaster or a declared State of Emergency.~~
- b. ~~Designated Floating Areas:~~ ~~Floating may occur when clinically necessary from individual units listed within the designated districts. When the census is low or patient acuity does not require the staffing numbers provided, the excess staff shall be utilized. This includes floating excess staff in order to cancel staff in overtime shifts within the same float district. Floating employees will not negatively impact the standard staffing pattern for the affected unit. Floating of core staff will only occur within the following districts except in a bona fide emergency. An emergency is defined as an unforeseen circumstance out of the control of the employer, such as an internal disaster or a declared State of Emergency. Pre-Posting/Open Shift Contingency staff may be floated beyond the float district based on competencies.~~

Districts	RN may only be floated within their districts
1. K. Hovnanian Children's Hospital	PEDI, NICU, PEDI Short Term, PEDI ICU
2. Emergency Services	Emergency Services (ED, CARE Center, Trauma Admit, PEDI) to be collapsed to one cost center called Emergency Services on or around 1/1/2016

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	To be considered a separate clinical grouping for the purpose of float differentials — PEDI ED and Care Center
3. Surgical Services	OR: Main OR, ASC OR; PACU: Main PACU, ASC PACU; Surgical Prep: Main Surgical Prep, ASC Surgical Prep; Misc.: Main & ASC Surgical Prep, Discharge; Main & ASC Surgical Prep, PACG; Endoscopy
4. Adult Critical Care	**MICU/CCU, Neuro, SICU, CVICU
5. Behavioral Health	Crisis, Rosa (when Crisis RN is pulled to Rosa he or she will not be given a patient care assignment)
**A MICU/CCU nurse may be floated to the cardiac surgery unit but will not be assigned to a new postop patient (first 24 hours) nor placed in charge	

All floating occurrences shall be documented and presented to labor management.

e. Float Districts: The order in which staff will be required to float is as follows:

1. Nurses from outside agencies will be required to float before bargaining unit employees. If such agency nurse refuses to float, she/he will be sent home by the hospital. Such agency nurse shall not be eligible for scheduling for one (1) pay period in the next posted schedule.
2. Volunteers.
3. Open Shifts with incentives (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.
6. Core staff by reverse seniority on a rotational basis.

Note: All BU employees are required to float in CORE assignments except BU employees with ten (10) years' BU seniority as of 11/1/2018.

*Per Diems holding temporary positions (§4.05) will be treated as Core Staff.

d. Other:

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1. ~~An employee who is floated may advise the Employer if he/she feels professionally unable to meet the requirements of the job. If assigned regardless of protestation, the employee will float to the other unit but may utilize the grievance procedure.~~
2. ~~A nurse who is floated will not be placed in charge unless there are unusual circumstances as determined by the Administrative Supervisor. Documentation of such situations shall be given to the Union.~~
3. ~~Patient care assignments shall be within the educational and skill level of the floated nurse. If the nurse believes that the assignment is beyond his or her skill level, he or she may raise the issue with the supervisor. If the supervisor agrees, he/she shall modify the assignment to one that reasonably meets the skills of the nurse.~~
4. ~~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.~~
5. ~~Newly hired experienced nurses with more than six(6) months of BU seniority who have had competency codetermined by the manager and educator may be permitted to float.~~

~~All Float Nurses will not be required to perform functions as charge nurse. All Float Nurses will not be required to take call~~

6. ~~Low or Zero Census: When a unit/area has a very low census, as determined by mutual agreement between the Union and Employer or zero patients, nurses may be required to assist another unit/area within their float district regardless of bargaining unit seniority. However, any assignments shall be based upon BU seniority. It is understood that this is not the same function as "floating" and the nurse will not be given a patient care assignment. The Hospital shall provide the union with a monthly report when any unit/areas had a low or zero census and nurses were required to assist elsewhere. The monthly report shall include: date, time, unit with low or zero census, unit receiving assistance, name of nurse, and the time frame of assistance.~~

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EMPLOYEES, AFT/AFL-CIO, LOCAL 5058



Date: 7/1/2021

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Economic Proposal #21: Register Nurses Float Policy

JSUMC:

7.11 ~~Float Bonus~~Registered Nurse Float Policy:

~~Effective November 1, 2015, employees with greater than or equal to ten (10) years bargaining unit seniority shall receive a bonus of eight (\$8) dollars per hour if required to float per Article 6.06. Employees with less than ten (10) years bargaining unit seniority shall receive a bonus of five (\$5) dollars per hour if required to float.~~

In accordance with the HMH Registered Nurse Float 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.

7.12 Float Pool Program

B. The Hospital shall maintain a Float Pool to fill in vacancies on various units.

C. The Hospital may hire full-time, part-time and per-diem employees as permanent float nurses, in accordance with the Registered Nurse Float Pool Policy, which is incorporated here by reference. The Hospital will provide 30 calendar days notice of any changes to HMH RN 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 assigned. 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 (4) specialty areas: Med/Surg, Critical Care, OR, or ED—in either the adult or children’s hospital.
2. A shift is defined as an eight (8)- twelve (12) hour period of time.
3. Weekend shifts are Friday 7 pm – Monday 7 am.
4. Float pool nurses will follow the holiday requirement according to their classification as per (8.03)
5. Float pool nurses will follow weekend requirements according to their classification as per (6.04)
6. ~~The weekend/holiday requirement for float pool nurses will go into effect with the 1/3/2016 schedule.~~

7. ~~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.~~

8.6. ~~Float Nurses will not be required to perform functions of charge nurse (from 6.06(D)(5) above).~~

9.7. ~~Float Nurses will not be required to take call (from 6.06(D)(5) above).~~

D. ~~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 (4) specialty areas: Med/Surg, Critical Care, ED or in either the adult or children's hospital.~~

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

a) ~~Tier 1: Five (\$5) dollars per hour for one specialty area based on competencies.~~

b) ~~Tier 2: Six (\$6) dollars per hour for two specialty areas based on competencies.~~

e) ~~Tier 3: Seven (\$7) dollars per hour for three or more specialty areas based on competencies.~~

E. ~~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.~~

a) ~~Tier 1: Eight (\$8) dollars per hour; must work two (2) shifts per four week schedule with a minimum of one weekend shift.~~

b) ~~Tier 2: Ten (\$10) dollars per hour; must work three (3) shifts per four week schedule with a minimum of two weekend shifts.~~

e) ~~Tier 3: Twelve (\$12) dollars per hour; must work four (4) weekend shifts per four week schedule.~~

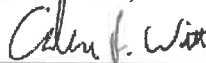
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Economic Proposal #22: Charge Nurse Policy

JSUMC

11.04 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), aAn 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 (\$1.0075) ~~dollar~~ 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.

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HEALTH PROFESSIONALS AND ALLIED EMPLOYEES, AFT/AFL-CIO, LOCAL 5058





Date: 7/1/2020

Date: 7/1/2021

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Economic Proposal #23: New Pay Scale Language

JSUMC

22. WAGE SCALE

22.01 Wage Schedule:

- 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 JSUMC, 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.

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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
- Nurse Clinician
- Clinical Nurse Education Specialist
- Nurse Anesthetist

C.K. Educational Differentials:

- ~~Effective 11/1/15, RNs with a Bachelor's 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's 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. RN's receiving the Master's differential without an MSN prior to 11/1/15 shall continue to receive the differential. RNs receiving the differential for Master 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 certification shall receive an additional differential of \$0.75 per hour.~~
- ~~CARE Differentials:~~

I.	CARE: Clinical Nurse (Level I), Crisis R.N.	0
II.	CARE: Clinical Fellow (Level II)	\$1.00
III.	CARE: Clinical Resource (Level III), Utilization Review, Infection Control, Quality Assurance,	\$2.00
IV.	CARE: Clinical Scholar (Level IV), Nurse Clinicians	\$3.00
V.	CARE Specialty Scholar Level V	\$4.00

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Date: 7/1/2021

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HPAE RN JSUMC

Proposed 05/27/20
Modified 06/08/20
Modified 06/18/20
Modified 06/20/20
Modified 06/24/20

Economic Proposal #25: Merit Program

JSUMC

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

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Economic Proposal #26: Insurance

JSUMC

10.01 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 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 for as the plans provided to 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 currently 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.~~

10.02

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 inner circle-HMH Partners Network, HMH will provide 100% lab benefit at all New Jersey-based LabCorp facilities (within a hospital or free standing).

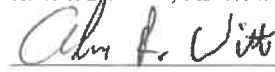
H. ~~The HMH plan will cover radiology services when those services are rendered by a participating Horizon PPO provider at inner circle benefit levels, if there are no HMH inner circle participating providers within 50 miles or one hour driving distance (as determined by online driving distance programs 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 above]

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HEALTH PROFESSIONALS AND ALLIED
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Date: 7/1/2021

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Economic Proposal #27: Clinical Ladder Program

~~SIDE LETTER~~ Appendix F
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*

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- 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

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- 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. JSUMC
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

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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.

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Elle R

Date: 7/1/2020

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EMPLOYEES, AFT/AFL-CIO, LOCAL 5058

Alan F. Witt

Date: 7/1/2021

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Economic Proposal #28: New Wage Scale Appeal Process

**RN Years of Experience Compensation Program
JSUMC 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. *July 30th, 2021 ARW*
- 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.

JERSEY SHORE UNIVERSITY MEDICAL CENTER

HEALTH PROFESSIONALS AND ALLIED EMPLOYEES, AFT/AFL-CIO, LOCAL 5058

[Signature]

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Date: 7/1/2020

Date: 7/1/2021

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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.

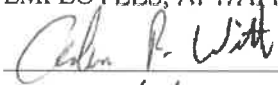
To aid these discussions, the Hospital leadership may designate a point of contact for the Union. Similarly, at the start of the pandemic, HPAE will designate ~~a representative~~ a point of contact that who will represent all of the HPAE locals in the aforementioned process and will serve as the conduit 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.

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