

HACKENSACK MERIDIAN *HEALTH*

AND

**HEALTH PROFESSIONAL AND ALLIED EMPLOYEES
LOCAL 5030**

EFFECTIVE: May 30, 2021

MEMORANDUM OF AGREEMENT

Hackensack Meridian *Health* Palisades Medical Center and the Union have tentatively agreed to the changes to the collective bargaining agreement attached hereto.

This agreement is subject to Corporate approval and ratification by the members of the bargaining unit.

The entire package will remain open until Wednesday, June 9, 2021, at 5 p.m. If it is not accepted by then, without a work stoppage, picketing, handbilling, or other concerted activity, any or all provisions attached hereto will be withdrawn.

Tentative Agreements

1. All Bargaining Units

- Preamble, as previously presented on 03/09/2021.
- Side Letter Regarding New Non-RN Scales for Certain Designations, as presented on 05/29/2021.
- Article 22, Hours of Work and Overtime, as presented on 5/29/2021.
- Article 25, Pension and Retirement, as previously presented on 05/27/2021.
- Article 26, Benefits, as previously presented on 05/29/2021.
- Side Letter: Pandemic Preparedness and Review Committee.
- Side Letter: Staffing
- Article 5.3. Layoff/Reduction of Hours, as agreed to by the Parties on 05/21/2021
- Article 7, Discharge and Discipline.
- Article 11, Filling Vacant Positions Within Local 5030, as agreed to by the Parties on 05/20/2021.
- Article 22.1, Hours of Work and Overtime, as agreed to by the Parties on 04/26/2021.
- Article 31, Committees, as agreed to by the Parties on 05/03/2021.
- Article 27, Orientation, Staff Development, and Tuition.

- Article 31.2, Joint Union Management Staffing Committee, as agreed to by the parties on 05/28/2021.
- Side Letter Regarding Referral Bonuses, as agreed to by the parties on 05/28/2021.
- Side Letter Regarding Parking Lot, as agreed to by the parties on 04/23/2021.
- Side Letter Regarding Staffing, as agreed to by the parties on 05/21/2021
- Side Letter Regarding Earned Sick Leave Bank, as agreed to by the parties on 04/23/2021.
- Side Letter Regarding Implementation Date, as agreed to by the parties on April 23, 2021.

2. RN & Professional Only

- Appendix, Rates of Pay (RNs), as presented on 05/29/2021.
- Appendix, Per Diem Registered Nurses Policy, as presented
- Appendix, Per Diem Cap, as presented on 05/29/2021.
- Article 14, Work Schedules and Time Requests, as presented on 05/30/2021.
- Article 17, Wages and Experience Recognition, as presented on 05/29/2021
- Side Letter Regarding Years of Experience Survey, as presented on 05/29/2021
- Side Letter, RN Clinical Ladder, as presented on 05/29/2021
- Article 17.4 Charge Pay, as agreed to by the parties on 05/28/2021.
- Article 17.5, Preceptor Program, as agreed to by the parties on 05/28/2021.
- Article 17.6, Educational Differential, as agreed to by the parties on 05/28/2021
- Article 29, Sleep Days, as agreed to by the parties on 05/12/2021.
- Side Letter Regarding Call Outs, as agreed to by the parties on 05/28/2021.
- Side Letter Regarding 12-hour shifts for respiratory therapists, as agreed to by the parties on 05/21/2021.
- Appendix D, Special Float Pool, as agreed to by the Parties on 05/23/2021.

3. LPN/Tech Only

- Article 14, Work Schedules and Time Requests, as presented on 05/29/2021.
- Article 17, Wages and Experience Recognition.

4. Service/Maintenance Only

- Article 14, Work Schedules and Time Requests, as presented on 05/29/2021.

5. LPN/Tech and Service/Maintenance

- Article 17, Wages and Experience Recognition, as presented on 05/29/2021.

6. RN/Professional and LPN/Tech

- Side Letter Regarding Lab Techs, as agreed to by the parties on 04/23/2021
- Appendix B, Weekend Flex Employees, as agreed to by the parties on 05/21/2021
- Appendix C, Weekend Special, as agreed to by the parties on 05/21/2021

For the Employer:

By: _____



For the Union:

By: _____



All Bargaining Units

Proposed:
3/9/2021

Employer's Non-economic Proposal #1: Preamble

AGREEMENT

This Agreement made on May 30, 2021, by and between PALISADES MEDICAL CENTER, hereinafter referred to as the "Medical Center" and the HEALTH PROFESSIONALS AND ALLIED EMPLOYEES, AMERICAN FEDERATION OF TEACHERS, AFL-CIO, hereinafter referred to as the "Union".

HMH



Date: 5/30/2021

HEALTH PROFESSIONALS AND
ALLIED EMPLOYEES, AFT/AFL-CIO,
LOCAL 5030



Date: _____

Employer's Economic Side Letter: New Non-RN Scales for Certain Designations

In 2021, all full-time, part-time, and per diem employees in the classifications listed below will receive either (1) a 2.00% increase added to their base rate, or (2) an adjustment based on this Side Letter, whichever is greater, effective the first full pay period after July 1, 2021.

Central Supply Tech

From:

Grade 3	
0	\$16.10
1	\$16.46
2	\$16.88
3	\$17.26
4	\$17.60
5	\$18.00
6	\$18.42
7	\$18.79
8	\$19.18
9	\$19.59
10	\$19.98
11	\$20.38
12	\$20.76
13	\$21.14
14	\$21.53
15	\$21.91
16	\$22.24
17	\$22.60

To:

Grade 5	
0	\$18.43
1	\$18.98
2	\$19.63
3	\$20.24
4	\$20.76
5	\$21.39
6	\$21.95
7	\$22.53
8	\$23.11
9	\$23.70
10	\$24.35
11	\$24.96
12	\$25.53
13	\$26.13
14	\$26.68
15	\$27.22
16	\$27.77
17	\$28.29

CT Scan Tech

From: Grade 17

0	\$30.87
1	\$31.56
2	\$32.29
3	\$32.95
4	\$33.65
5	\$34.34
6	\$35.03
7	\$35.72
8	\$36.42
9	\$37.10
10	\$37.82
11	\$38.50
12	\$39.19
13	\$39.92
14	\$40.60
15	\$41.39
16	\$42.09
17	\$42.78
18	\$43.47
19	\$44.12
20	\$44.77
21	\$45.39
22	\$46.04

To: Grade 15

0	\$32.41
1	\$33.13
2	\$33.90
3	\$34.59
4	\$34.65
5	\$35.36
6	\$35.90
7	\$36.61
8	\$37.33
9	\$38.02
10	\$38.76
11	\$39.46
12	\$40.17
13	\$40.91
14	\$41.41
15	\$42.22
16	\$42.93
17	\$43.63
18	\$44.35
19	\$45.01
20	\$45.66
21	\$46.29
22	\$46.96

**Respiratory Therapist
(Licensed/Certified)**

Grade 11

0	\$28.72	\$29.75
1	\$29.29	\$30.25
2	\$29.90	\$30.75
3	\$30.51	\$31.25
4	\$31.09	\$31.75
5	\$31.63	\$32.25
6	\$32.28	\$32.75
7	\$32.87	\$33.25
8	\$33.45	\$33.75
9	\$33.74	\$34.25
10	\$34.67	\$34.85
11	\$35.15	\$35.45
12	\$35.84	\$36.05
13	\$36.43	\$36.65
14	\$37.08	\$37.25
15	\$37.77	\$37.85
16	\$38.33	\$38.45
17	\$38.93	\$39.05
18	\$39.51	\$39.65
19	\$40.07	\$40.25
20	\$40.66	\$40.85
21	\$41.18	\$41.40
22	\$41.71	\$41.95

**Respiratory Therapist
(Registered)
Grade 12**

0	\$31.42	33.60
1	\$32.12	34.21
2	\$32.84	34.83
3	\$33.51	35.44
4	\$34.23	36.05
5	\$34.81	36.67
6	\$35.60	37.28
7	\$36.31	37.89
8	\$37.01	38.50
9	\$37.72	39.12
10	\$38.38	39.73
11	\$39.04	40.34
12	\$39.79	40.96
13	\$40.46	41.57
14	\$41.15	42.18
15	\$41.97	42.80
16	\$42.65	43.41
17	\$43.34	44.02
18	\$44.03	44.63
19	\$44.72	45.25
20	\$45.37	45.86
21	\$45.99	46.47
22	\$46.62	47.09

Pharmacist
Grade
4

0	\$48.34	\$50.76
1	\$50.33	\$52.85
2	\$51.33	\$53.89
3	\$52.34	\$54.96
4	\$53.36	\$56.03
5	\$54.35	\$57.07
6	\$55.35	\$58.12
7	\$56.39	\$59.21
8	\$57.74	\$60.63
9	\$59.54	\$62.52
10	\$61.32	\$64.38
11	\$62.63	\$65.76
12	\$63.90	\$67.10
13	\$65.21	\$68.47
14	\$66.50	\$69.83
15	\$67.79	\$71.18
16	\$69.08	\$72.53
17	\$70.39	\$73.91
18	\$71.67	\$75.25
19	\$72.91	\$76.55
20	\$74.14	\$77.84
21	\$75.31	\$79.08
22	\$76.46	\$80.28

**Senior
Pharmacist
Grade
5**

0	\$47.85	\$50.24
1	\$49.31	\$51.77
2	\$50.72	\$53.26
3	\$52.15	\$54.76
4	\$53.60	\$56.28
5	\$55.04	\$57.80
6	\$56.49	\$59.32
7	\$57.92	\$60.81
8	\$59.36	\$62.33
9	\$60.78	\$63.82
10	\$62.22	\$65.33
11	\$63.67	\$66.85
12	\$65.11	\$68.37
13	\$66.54	\$69.87
14	\$68.02	\$71.42
15	\$69.43	\$72.90
16	\$70.89	\$74.43
17	\$72.28	\$75.89
18	\$73.73	\$77.42
19	\$75.14	\$78.90
20	\$76.49	\$80.31
21	\$77.80	\$81.69
22	\$79.08	\$83.03

**Physical
Therapist
Grade
3**

0	\$35.59	\$39.55
1	\$36.60	\$40.28
2	\$37.62	\$41.01
3	\$38.60	\$41.74
4	\$39.62	\$42.47
5	\$40.60	\$43.20
6	\$41.63	\$43.93
7	\$42.58	\$44.66
8	\$43.61	\$45.39
9	\$44.65	\$46.12
10	\$45.60	\$46.85
11	\$46.61	\$47.58
12	\$47.63	\$48.31
13	\$48.63	\$49.04
14	\$49.62	\$49.77
15	\$50.83	\$50.83
16	\$51.82	\$51.82
17	\$52.81	\$52.81
18	\$53.87	\$53.87
19	\$54.82	\$54.82
20	\$55.78	\$55.78
21	\$56.70	\$56.70
22	\$57.62	\$57.62

**Senior Pharmacist
II
Grade 14**

0	\$55.04	\$56.14
1	\$56.49	\$57.62
2	\$57.92	\$59.07
3	\$59.36	\$60.54
4	\$60.78	\$61.99
5	\$62.22	\$63.46
6	\$63.67	\$64.94
7	\$65.11	\$66.41
8	\$66.54	\$67.87
9	\$68.02	\$69.38
10	\$69.42	\$70.80
11	\$70.88	\$72.29
12	\$72.28	\$73.72
13	\$73.73	\$75.20
14	\$75.17	\$76.67
15	\$76.60	\$78.13
16	\$78.05	\$79.61
17	\$79.46	\$81.05
18	\$80.92	\$82.53
19	\$82.29	\$83.93
20	\$83.67	\$85.34
21	\$84.98	\$86.68
22	\$86.26	\$87.99

HMH



Date: 5/30/2021

HEALTH PROFESSIONALS AND
ALLIED EMPLOYEES, AFT/AFL-CIO,
LOCAL 5030

Date: _____

Employer's Modified Non-Economic Proposal #7: Article 22

22. HOURS OF WORK AND OVERTIME:

- 22.8 The weekend work requirements of an employee shall not be increased unless the affected employee agrees to the change. The foregoing does not limit the Medical Center's right to hire new employees with the understanding that they shall have greater weekend work requirements than other employees in the same department/unit, however, no full-time or part-time employee shall be required to work more than every other weekend. A weekend off, for the purpose of this section, is defined as two (2) days - Saturday and Sunday. A Registered Nurse who works twelve (12) hour shifts will work every other weekend (except as provided for in Article 22.6 Paragraph 2). If staffing permits (as determined by the Unit Director) the Registered Nurse can be scheduled to work every third (3rd) weekend.

Employees hired after January 1, 1993 will be required to work every other weekend. Employees hired prior to January 1, 1993, who have twenty-five (25) years of service, will be eligible for required to work every third fourth weekend. ~~required to work alternate weekends until they complete twenty-five (25) years of service. Employees, including Registered Nurses, who qualify for the weekend work exemption, may elect to work one or both days of a weekend for an equal exchange of regularly scheduled weekdays, with management approval. A For these employees, a~~ differential of three dollars and ten cents (\$3.10) per hour will be paid to Professional employees, and a differential of three dollars and fifty cents (\$3.50) per hour will be paid to Registered Nurses for all hours worked between 10:45 pm Friday and 7:15 am Monday.

~~Laboratory employees shall not be required to work more than every third weekend.~~ Any changes shall be by mutual agreement between the Medical Center and the employee.

- 22.9 The Medical Center will pay employees an additional hourly differential of \$2.00 per hour for all hours worked between 10:45 p.m. Friday and 7:15 a.m. Monday of their scheduled weekend off.
- 22.10 If an employee misses two (2) or more weekend shifts calls in sick on greater than three (3) separate weekends within a six (6) month period, the employee may be required to make up those missed shifts any additional weekend days missed during the next sixthree (63) months. —This excludes an employee who is out on a leave of absence or on scheduled benefit time off.

~~For employees hired after 6/1/2014, if an employee misses more than one (1) weekend or weekend shift to work in a twelve (12) month period, the employee will be required to make up the missed time within the next twelve (12) month period. The scheduling of the missed time shall be by mutual agreement between the employee and their supervisor. This excludes an employee who is out on a leave of absence, using earned sick leave or on scheduled benefit time off.~~

HMH



Date: 5/30/2021

HEALTH PROFESSIONALS AND
ALLIED EMPLOYEES, AFT/AFL-CIO,
LOCAL 5030

Date: _____

Proposed:
5/19/2021
Modified:
5/21/2021
Modified
5/27/2021
Union Counter
Accepted
5/29/2021

Employer's Economic Proposal #3: Article 25 (Pension-Retirement)

25. PENSION-RETIREMENT

- 25.1 Effective **December 31, 2021**, employees who presently participate in the Medical Center's Defined Benefit Plan (the "Plan") and who are covered by this Agreement shall: (i) transition to full participation in the Medical Center's 401(k) plan, including employer contribution and matching components without losing currently vested benefits; (ii) cease earning benefits in the Plan and (iii) the accrual of additional years of benefit service, and benefits under the Plan will be frozen, as of **December 31, 2021**. Such employees will continue to be credited with service for vesting purposes under the Plan, if not already vested. Any salary increases after **December 31, 2021** shall not be included in the benefit calculations under the Plan.

All participants in the Defined Benefit Plan ages 50 or older and with 10 or more years of service as of December 31, 2021 will receive an additional 3% of pay "Transition Credit" into the Medical Center's Defined Contribution Plan in the 2022 and 2023 Plan years.

~~The defined benefit pension shall remain as is through December 31, 2009. Effective December 31, 2009 the pension benefit shall be frozen for both salary and service.~~

~~For future benefit accruals accumulated after January 1, 2010, the pension plan will be amended as follows:~~

~~1. Final average Compensation: Final ten (10) years.~~

~~2. Defined Benefit Formula:~~

~~For employees currently in the Defined Benefit Plan who as of January 1, 2010 have attained 25 years of service: 1.50% multiplied by final average compensation defined above multiplied by credited years of service commencing after January 1, 2010. For all other employees currently in the Defined Benefit Plan as of January 1, 2010: 1.40% multiplied by final average compensation defined above multiplied by credited years of service commencing after January 1, 2010.~~

3. ~~Temporary Pension Retirement Moratorium:~~

~~Effective January 1, 2010 there will be a moratorium on benefit accrual for the defined benefit plan and no benefits will accrue. Effective January 1, 2011 through December 31, 2011 the moratorium will be lifted and benefits will begin to accrue only to the extent that the defined benefit formula will be .75% multiplied by final average compensation multiplied by credited years of service. Thereafter the terms as listed in Article 25.1 will apply.~~

- 25.2 **Defined Contribution Plan:** The Medical Center will provide a 401(k) plan for eligible employees for the life of the Agreement, ~~excluding those employees who are eligible to participate in the defined benefit plan.~~

For the term of the Agreement, the Medical Center will contribute 1.50% of each eligible employee's base pay into the 401(k) account no later than April 1 of the following year. The Medical Center will match 100% of the first 2% the employee contributes, and will match 50% of the next 3% the employee contributes. Vesting shall be 100% after 3 years of service.

HMH



Date: 5/30/2021

HEALTH PROFESSIONALS AND
ALLIED EMPLOYEES, AFT/AFL-CIO,
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Date: _____

Employer's Modified Economic Proposal #2: Article 26 (Benefits)

26. BENEFITS:

26.1 Benefit plans applicable to non-union 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 bargaining unit employees the same Health Insurance, Group Term Life Insurance and Accidental Death and Dismemberment Insurance, Prescription Drug Plan, Dental Plan, Vision Plan, Short-Term disability and Long-Term disability benefits that it provides to Medical Center non-bargaining-unit employees. The parties agree that the specific provisions and procedures governing eligibility, enrollment, benefit coverage, co-pays and employee premium co-shares of these plans shall be the same as the plans provided to the Medical Center's non-union 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. ~~Notwithstanding the foregoing, the benefits provided hereunder shall be at least reasonably comparable to the overall benefits package provided, taking into account the totality of the entire benefit package (Health Insurance, Group Term Life Insurance and Accidental Death and Dismemberment Insurance, Prescription Drug Plan, Dental Plan, Vision Plan, Short-Term Disability and Long-Term Disability) offered. In the event of any substantive changes or modifications or changes to these benefits mandated by the Patient Protection and Affordable Care Act (PPACA (ACA), the Employer shall give the Union 60 days' written notice of the change and if required will bargain over the effects of such changes.~~

26.2 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 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, then 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.

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

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.

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.

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

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

HMH will provide 100% lab benefit at HMH Network facilities. ~~As long as LabCorp remains part of the HMH Partners Network, HMH will provide 100% lab benefit at all New Jersey-based LabCorp facilities (within a hospital or free standing). HMH will also provide a 100% lab benefit at any New Jersey-based lab that it designates as Inner Circle, either within a network facility or a freestanding facility.~~

~~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.~~[Added above]

HMH



Date: 5/30/2021

HEALTH PROFESSIONALS AND
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LOCAL 5030

Date: _____

Employer's Non-Economic Counter-Proposal #4: Modified Counter-Proposal to Union Proposals #17 and #20

UNION PROPOSAL #20 COUNTER PANDEMIC SIDE LETTER

Pandemic Preparedness & Review Committee

The Medical Center reaffirms its commitment to providing a safe workplace for all team members, which includes supplying PPE, fit test staff, and providing other related training as appropriate.

In addition, **in accordance with the CEO Coalition's Declarations of Principles (the "Declaration"),** Palisades Medical Center is committed to **procuring** and **providing** evidence-based personal protective equipment, technology, tools and processes to ensure that team members have the tools needed to do their jobs safely and care for patients.

~~*The Medical Center will continue to communicate with the union and address health and safety related concerns in a timely manner.*~~ **In furtherance of the Declaration, the Medical Center will work to Create practices that** advance open communication between team members and leader's so members feel safe to speak up and provide resources to assess and support team members' emotional and social health. **The Medical Center will also continue to communicate with the union and address health and safety related concerns in a timely manner.**

In addition, 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 will designate a point of contact for the Union. Similarly, at the start of the pandemic, HPAE will designate a point of contact who will represent the Union in the aforementioned process and will serve as the conduit of all relevant information. Any concerns that the Union may have will be presented by this representative to HMM's designee. The parties will agree on the appropriate format for the exchange of information at the outset of the pandemic.

PALISADES MEDICAL CENTER



Date: 5/30/2021

HEALTH PROFESSIONALS AND
ALLIED EMPLOYEES, AFT/AFL-CIO,
LOCAL 5030

Date: _____

Employer's Economic Proposal – Staffing Side Letter

The Medical Center agrees to on-board the following positions to address the Union's staffing concerns within one hundred eighty (180) days of ratification:

- 10 Registered Nurses for Med/Surg, Progressive Care and Float pool
- 5 Registered Nurses for the Emergency Department
- 8 CNAs for Med/Surg, Progressive Care and Float pool
- 2 Patient Care Techs for the Emergency Department
- 2 Maternal/Child Health Techs
- 8 Heavy Cleaners

HMH



5/30/2021

Date: _____

HEALTH PROFESSIONALS AND
ALLIED EMPLOYEES, AFT/AFL-CIO,
LOCAL 5030

Date: _____


HPAE LOCAL 5030 INITIAL PROPOSAL TO HMH ARTICLE 5.3 LAYOFF/REDUCTION OF HOURS 3/16/2021

5.3 LAYOFF/REDUCTION OF HOURS:

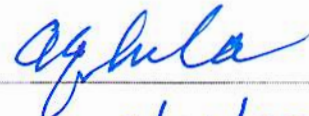
A. Should a layoff or reduction of hours be necessary, the anticipated length and reasons for such shall be sent to the Union. Such notification shall be given as soon as possible. A minimum layoff notice of ~~twelve (12)~~ **twenty (20)** calendar days shall be provided to the Union, the affected employees and those who might be affected, except in cases of an unplanned layoff.

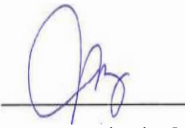
An unplanned layoff shall be defined as circumstances which render the Medical Center unable to operate in whole or in part and the Medical Center does not have advanced notice such as fire, flood, explosion, equipment failure, war, act of God or other disaster.

PALISADES MEDICAL CENTER


Date: 5/21/2021

HEALTH PROFESSIONALS AND
ALLIED EMPLOYEES, AFT/AFL-CIO,
LOCAL 5030


Date: 5/21/2021



Non-economic Proposal #4: Article 7

7. DISCHARGE AND DISCIPLINE:

- 7.1 The Medical Center shall not discharge, discipline or suspend any employee without just cause.
- 7.2 The Union, the Chairperson, and the employee involved shall be advised in writing of any discharge, suspension or disciplinary action. A copy of the notice given to the employee shall be mailed to the Union within forty-eight (48) hours.
- 7.3 A grievance by an employee claiming that s/he has been unjustly or improperly discharged, disciplined or suspended must be submitted to the Medical Center, in writing, within ten (10) days of the written notification of discharge, disciplinary action or suspension.

Discharges or suspensions shall be brought directly to Step 3 of the grievance procedure. If a grievance is not submitted within the time limit provided herein, the rights of the grievant and/or Union shall be considered to have been waived under this Article.

- 7.4 The time limits specified herein shall exclude Saturdays, Sundays and holidays.
- 7.5 Prior to an employee being brought into a disciplinary conference, or an investigational conference that may lead to discipline of the employee being interviewed, the Medical Center representative shall inform the employee of the nature of the conference, including the possibility of a discipline being issued, an employee shall have the right to have a Union Representative of his or her choice at either of these conferences. In the event a representative is requested, but not available, the Medical Center may temporarily remove the employee from the performance of his/her work, but may not proceed with the discipline until such time as a representative is available.
- 7.6 A discipline shall not be issued more than twenty-five (25) days, excluding holidays, after the event/incident that led to the issuance of the discipline. Discipline involving Reportable Events or potential violations of HIPAA, will be excluded from this limit. Further, discipline resulting from complaints from regulatory agencies, patient complaints, and discipline issued under the Medical Center's Attendance/Lateness Policy and Procedure, will be excluded from this limit.

- 7.7 For disciplines involving "no-call, no-show" the first discipline will be a two-day suspension. The discipline shall be removed from the employee's personnel record after twelve (12) months, if there are no further disciplines for "no-call, no-show" during the twelve (12) month period.

7.8 Absenteeism and Lateness

Absences and lateness are factors considered in determining overall job performance.

Therefore, excessive absenteeism and/or lateness can result in disciplinary action up to and including termination of employment. Employees should adhere to departmental expectations and guidelines with respect to call-out protocols.

Employees are responsible for remaining informed of these practices and/or any changes in practices as they occur.

A. ABSENTEEISM

An occurrence of absenteeism is defined as:

- Call outs or absences greater than two-thirds of a scheduled shift that were not authorized or previously scheduled and approved.
- Absences that are not sanctioned under the auspices of jury duty, flex time, bereavement, military leave, FMLA, the New Jersey Paid Sick Leave Act and/or other approved leaves, or leaves under the instruction/advice of Occupational Medicine Services

Process:

- During normal weekdays and non-Holiday time:
1 or 2 consecutively scheduled days out of work as defined above = (1) occurrence
3 or more consecutively scheduled days out of work as defined above = (2) occurrences.
- During a weekend shift (beginning 7pm Friday and ending 7am Monday) or Holiday (beginning 12am on the "eve" of the Holiday and ending 12am the day following the Holiday):

The number of occurrences will be equal to the cumulative and actual number of days absent.

Guidelines:

- Excessive absenteeism is defined as follows:

- For employees working 8-hour shifts: 5 occurrences in a rolling 12-month period starting with the date of first occurrence.
- For employees working 10-hour shifts: 4 occurrences in a rolling 12-month period starting with the date of first occurrence.
- For employees working 12-hour shifts: 3 occurrences in a rolling 12-month period starting with the date of first occurrence.
- Discipline for excessive absenteeism will be managed per the Guidelines for Cooperation and Discipline.

To the extent permitted under federal and state law, and at the supervisor's discretion, employees may be asked to present a physician's note to Occupational Medicine Services. It is not necessary to include a diagnosis or personal and private medical information on this document.

Employees who are absent due to illness for 4 or more consecutive days:

1. Must report to Occupational Medicine Services with supporting documentation from a physician attesting to the team member's fitness for duty.
2. Are encouraged to contact the Leave Administrator to explore options regarding FMLA.

B. LATENESS

An occurrence of lateness is defined as:


- Arriving at assigned work station greater than 5 minutes after the scheduled start time of the shift and/or failing to return in a timely manner from a meal break or work break.

Employees are required to adhere to departmental guidelines if they work in areas where they are required to change into and out of scrubs or other required uniforms to perform their job duties.


Guidelines:

- Excessive lateness is defined as 5 occurrences in a rolling 12-month period starting with the date of first occurrence.
- Discipline for excessive lateness will be managed per the Guidelines for Cooperation and Discipline.

PALISADES MEDICAL CENTER


Date: 5/12/2021

HEALTH PROFESSIONALS AND
ALLIED EMPLOYEES, AFT/AFL-CIO,
LOCAL 5030


Date: 5/12/2021



Non-economic Proposal #5: Article 11

11. FILLING VACANT POSITIONS WITHIN LOCAL 5030:

- 11.1 All positions shall be posted for seven (7) days (exclusive of Saturdays, Sundays and holidays) prior to initiating external recruitment. Employees may apply for positions via the MyTransfer link in MyWay PeopleSoft HR system. Only by applying via the MyTransfer link in MyWay, will the individual be identified as a current employee and flagged as an internal candidate. Human Resources will assist anyone who has issues with accessing computers.

All eligible employees applying for a transfer must be in the current position for at least six (6) months. Interim employees must complete the obligations of their original assignment before applying for another position.

Once Transferred, the employee is to be evaluated at the completion of a new introductory period of 90 calendar days (or 120 days for Per Diem positions). If during the introductory period, either the department leader or team member ~~an employee~~ becomes dissatisfied with the transfer, the ~~employee~~ team member may be returned to the original or comparable position, if vacant, or to a vacant comparable position. This can only occur if such a position is vacant and available.

All transferring employees are required to provide proper notice to their current division upon accepting a new internal position, which should be four (4) weeks. At the discretion of the supervisor, the employee may be released earlier. If the transfer will cause undue hardship to the current division, the supervisor must engage the team member, the hiring manager and their appropriate HR contact to discuss an acceptable time frame for transfer.

The rule that an employee stay in current position for six (6) months before transfer may be waived with express approval of Hackensack Meridian Health HR and Business leadership based on business necessity and/or hardship.

A new background investigation will be performed when a team member transfers from a non-clinical position to a direct patient care position.

An existing employee shall be given first consideration to fill the vacancy provided s/he has the necessary qualifications for the position. Where two (2) or more employees request the same vacant position, selection shall be on the basis

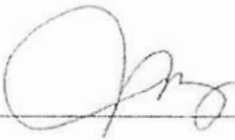
of qualifications and seniority. The employee selected shall be transferred to the new position within sixty (60) calendar days of the date the transfer was approved.

An employee who receives a suspension shall not be eligible to bid on a job vacancy for six (6) months from the date of issuance of the suspension.

In the event that two (2) or more per diems request the same position, selection shall be based on the supervisor's determination of the successful candidate based on qualifications and factors such as skill and ability. If the supervisor determines that two (2) employees are equal, date of hire will prevail.

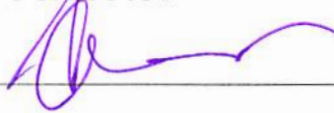
- 11.2 The Medical Center shall send a copy of all job postings, including the date of the posting, job requirements, job descriptions, the job posting number, and a list of all employees who applied for the job to the Union on a monthly basis.
- 11.3 The Medical Center job postings will reflect the exact weekend and/or holiday work requirement(s).

PALISADES MEDICAL CENTER



Date: 5/20/2021

HEALTH PROFESSIONALS AND
ALLIED EMPLOYEES, AFT/AFL-CIO,
LOCAL 5030



Date: 5/20/2021

All Bargaining Units

Proposed:
4/16/2021

Employer's Non-Economic Counter-Proposal #2: Counter-Proposal to Union # 10

22. HOURS OF WORK AND OVERTIME:

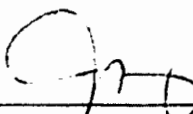
- 22.1 It is the policy of HMH to compensate employees for all time worked. HMH will maintain accurate and complete records of time worked to ensure that employees are properly compensated in accordance with state and federal laws and this Agreement. Non-exempt employees are expected to assist HMH in keeping accurate records of their working time by utilizing the time and attendance system and time collection devices. Failure to use such systems may result in disciplinary action.

Non-exempt employees are required to record in and record out at the beginning and end of their assigned shift. Employees are not required to record their time for meal breaks - see Work Breaks and Meal Breaks provision of this Agreement for further detail.

Supervisors and employees are responsible for reviewing time records prior to the pay period closing. Employees are also responsible for reviewing their pay stubs each pay period to ensure their time was accurately processed and they are properly compensated for all time worked. If an employee believes there is a discrepancy, he or she must immediately report the discrepancy to their leader so the appropriate corrections may be made.

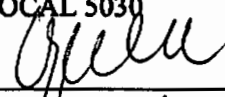
When HMH makes an error in pay that is greater than 8 hours pay, HMH will make every effort to process the corrected amount in a separate paycheck during the next off-cycle payroll run date, so long as the payroll adjustment has been submitted into the system by 4 p.m. on Monday of the off-cycle week.

PALISADES MEDICAL CENTER



Date: 4/26/2021

**HEALTH PROFESSIONALS AND
ALLIED EMPLOYEES, AFT/AFL-CIO,
LOCAL 5030**



Date: 5/3/21

Employer's Modified Non-Economic Counter-Proposal #3: Counter-Proposal to Union Proposal #24

31. COMMITTEES:

31.1 Labor-Management Committee: A Labor-Management Committee composed of four (4) representatives selected by the Medical Center and four (4) representatives selected by the Union shall meet to discuss mutual solutions to problems affecting Labor-management relations at the Medical Center, **including issues pertaining to payroll, PTO, ESL and leave administration Hartford** in a sincere attempt to improve the parties' basic relationship and to attempt to limit the future recurrence of any such issues. The Labor-Management Committee shall meet at a reasonable time whenever requested by either party to discuss problems of concern to the Union and the Medical Center. Time spent at Labor-Management Committee meetings will be compensated in accordance with Article 3.4. The Medical Center President and the Union President shall be considered as ex-officio members of this committee. ~~These meetings will include a representative from the offending department if possible and/or outside vendor to ensure that any bargaining unit member that has been adversely affected will have their issue addressed at that time.~~

~~With the recent issues pertaining to payroll, people soft, Hartford, epic and other system failures, HMH and the Union agree to form a new transition and oversight joint committee, within thirty (30) days of ratification, made up of union and management representatives along with a representatives from the offending departments and/or outside vendors, to meet three months prior to any implementation of new systems at HMH to insure that bargaining unit employees will not be adversely effected and to address any and all issues or disputes that may arise or have arisen from such implementation/usage. Such meetings shall be conducted during work time and the union committee shall consist of up to 2 bargaining unit members and a staff representative of HP&E.~~

~~A separate committee for PTO, ESL and Payroll, will be held with the local E board on a monthly basis. No time limit will be set. It will include someone from corporate payroll who actually has the power and authority to fix mistakes in real time for the pending issues addressed at these meetings. Additional dates will be made available for in-person evaluations of payroll issues, PTO audits and unpaid LOA/ESL issues.~~

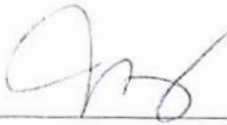
~~Hartford personnel will be available on-site once per month with a member of HR for in person review of leaves of absence requiring attention.~~

~~Human Resources will be provided with additional in-house staff in order to give personal attention to pending matters. This will begin immediately.~~

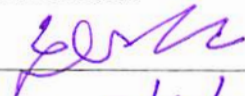
THE EMPLOYER RESERVES THE RIGHT TO ADD OR SUBTRACT FROM ANY OR ALL OF ITS PROPOSALS

~~Tickets in Peoplesoft Myway will be able to be viewed after submitted. The ticket will have an assigned contact person for each case with their contact information including name, email, and phone number. Comments will be able to be added to the ticket "thread" once it is submitted and the entire communication thread will be able to be viewed and saved on one screen for the purpose of record keeping and clear communication.~~

PALISADES MEDICAL CENTER


Date: 5/17/2021

HEALTH PROFESSIONALS AND
ALLIED EMPLOYEES, AFT/AFL-CIO,
LOCAL 5030


Date: 5/3/21

Employer's Economic Proposal #12 – Tuition Assistance

27. ORIENTATION, STAFF DEVELOPMENT AND TUITION:

27.1 Orientation and staff development programs shall be provided in accordance with present policy, and the Medical Center will make reasonable effort to give employees sufficient time while on duty to attend such program. A written outline of the orientation program will be given to all new employees and those who are transferring from one unit/department to another.

27.2 ~~TUITION: For courses and exams beginning on or after January 1, 2019, Full-Time and part-time benefit-eligible employees with one (1) year of service will be reimbursed for costs of tuition to a maximum of twelve (12) credits per year on the following basis. The employee must obtain a grade of C or better to be eligible for benefits under this article. Law and PhD degrees, except Pharm D, are not eligible for reimbursement. Employees will pay back tuition reimbursement for any undergraduate or graduate courses for the last twelve (12) months, if they leave employment prior to two years after the last course is completed. All tuition benefits will be capped at a maximum of \$4,000 per year per employee for full-time employees and \$2,000 for part-time benefit-eligible employees.~~

~~For full-time and part-time benefit-eligible RNs and LPNs, the cost of challenge exams and specialty certifications will be eligible for reimbursement under the Medical Center's tuition program. This will include ACLS, PALS, BCLS, and NRP. NPP (non-productive pay) will be granted in order to obtain and/or renew such certificates on the following basis:~~

~~Eligible employees must attend a Medical Center sponsored program, if offered.~~

~~No more than two (2) NPP days, if necessary, will be given for any initial certification.~~

~~Only one (1) NPP day will be given, if necessary, for any re-certification.~~

~~Part-time benefit-eligible RNs and LPNs will receive NPP time on a prorata basis.~~

~~For all full-time and part-time benefit-eligible employees, including pharmacists, physical therapists, respiratory therapists, certified histologists, medical technologists, bacteriologists, radiology technologists, x-ray technologists and social workers, MSW, LCSW, mental health workers and certified alcohol~~

~~counselors, the cost of challenge exams and specialty certifications will be eligible for reimbursement under the Medical Center's tuition program.~~

~~Reimbursement will be granted only after the employee has provided proof of successful certification or re-certification.~~

~~In accordance with the Hackensack Meridian Health Tuition Assistance Policy, which is incorporated herein by reference and may be unilaterally modified from time to time by the employer, Hackensack Meridian Health shall offer tuition assistance to eligible team members who seek to pursue education that supports the current business needs and future objectives of the company. Hackensack Meridian Health reserves the right to terminate or amend this Tuition Assistance Policy at its sole discretion.~~

Effective Date:

All courses and exams on or after August 1, 2021.

Scope:

Team members must meet the following criteria at the time of application creation and submission:

Policy:

All educational programs must be related to the team member's current job or an established career path within Hackensack Meridian Health.

Eligible expenses for degree programs include tuition only. Eligible expenses for Certifications include prep courses and exam fees. Prep courses will only be reimbursed upon successfully passing the exam for the certification. Team members are responsible for all ineligible expenses including, but not limited to: books, all fees, meals, lodging, transportation, and all tools or supplies. Tuition for an Associates Degree in Nursing is not an eligible expense.

Eligible expenses will be covered up to the annual benefit amount for the calendar year in which the course ends. Payment amounts are based on the Team Member's FT/PT status at the time of payment processing.

<u>Education Program</u>	<u>Eligibility Criteria</u>	<u>Annual Part-Time Benefit Amount</u>	<u>Annual Full-Time Benefit Amount</u>
<u>Bachelor's Degree</u>	<u>Includes all courses taken as part of an approved degree program, as well as prior learning assessments and tests used to document knowledge</u>	<u>\$2,625</u>	<u>\$5,250</u>

	<u>for the purpose of granting credit toward an approved degree (e.g. - CLEP, ACE, DANTES).</u>		
<u>Master's Degree</u> <u>Select Doctorate Degree's</u>	<u>Includes all graduate level coursework taken as part of an approved graduate degree.</u>	<u>\$2,625</u>	<u>\$5,250</u>
<u>Select Certifications / Designations</u>	<u>Includes prep courses and exams required to achieve an approved Certification/Designation. Only select Certifications will be eligible. Check FAQ document for which Certifications are covered.</u>	<u>\$2,625</u>	<u>\$5,250</u>

Educational programs not covered include, but are not limited to:

- Associate's Degree in Nursing
- Doctorate programs outside of Nursing, Physical, Occupational Therapy or Pharmacy
- Any individual course not part of a degree program
- Individual courses for sports, recreation or hobbies, unless part of a degree program
- Certificate programs
- Continuing Education courses (CEUs)
- Seminars, conferences and workshops

APPROVABLE EDUCATION PROVIDERS

All courses related to a degree program must be provided by an institution holding Regional or National accreditation.

Certifications/Designations must be provided by a professional association, certifying body or institution authorized to award the industry accepted certification/designation.

Certification/Designation exams must be passed at a level eligible to earn the industry accepted certification/ designation. Prep courses will only be reimbursed upon successfully passing the exam for the certification.

COURSE COMPLETION REQUIREMENTS

All courses related to an undergraduate degree must be completed with a minimum grade equivalent of C or better (grades of C- are ineligible). All courses related to a graduate degree must be completed with a minimum grade equivalent of B- or better. Courses that are based on a

pass/fail grading system must be completed with a passing grade. Courses in which a team member receives an incomplete, withdrawal, or equivalent grade are ineligible.

APPLICATION SUBMISSION AND APPROVAL

To be eligible to receive education assistance, a team member must submit a reimbursement application for each quarter, semester or academic term. Applications must be submitted prior to the course start date. Applications will not be accepted after the course start date. Applications will be reviewed for policy compliance by the program administrator before forwarding the application to the Team Member's immediate leader for final approval.

REIMBURSEMENT PROCESS

Upon application approval, the team member is responsible to make all required payments directly to his/her school and will be reimbursed for eligible expenses upon successful course completion. The team member is responsible for submitting proof of successful course completion (grades) and an itemized invoice of tuition and fees (proof of payment) within 60 days after course completion in order to receive reimbursement.

DEFERRED PAYMENT ARRANGEMENTS

Hackensack Meridian Health team members can enter into deferred payment agreements with their respective school at their discretion. The team member is solely responsible for any deferred payment agreement with their respective school(s).

OTHER SOURCES OF FINANCIAL ASSISTANCE

Team members receiving educational grants, scholarships, military benefits or other discounts must disclose all such financial assistance and provide documentation of how the funds were applied. Funds received from such sources will be deducted first from any expenses not covered under the program. Any remaining funds received will be deducted from eligible tuition and fees. Financial Aid received in the form of student loans will not be deducted.


TAX IMPLICATIONS

In compliance with IRS regulations (section 127), employer provided educational assistance is exempt from taxation up to a maximum of \$5,250.00 per calendar year. Taxes will be assessed if, at the time of payment processing, the total amount of tuition assistance paid in the calendar year exceeds \$5,250.


HMH expressly reserves the right, in its sole and absolute discretion, to change, modify or delete the provisions of this policy in whole or in part, at any time or for any reason without notice.

R/B
5/27/2021

HMH


Date: 5/28/2021

HEALTH PROFESSIONALS AND
ALLIED EMPLOYEES, AFT/AFL-CIO,
LOCAL 5030


Date: 5/29/2021

Employer's Modified Non-Economic Counter-Proposal #6: Counter-Proposal to Union #33

UNION PROPOSAL #33 ARTICLE 33 STAFFING COMMITTEE MODIFIED
PROPOSAL

31.2 Establishment of a New Joint Union Management Staffing Committee: The joint Labor Management Staffing Committee will meet monthly and will include at a minimum the HPAE local president and HR director. Each meeting will be devoted to one of the following core areas: Nursing, Professional, Technical, and Service & maintenance. The core area to be discussed at a meeting will be identified at least two weeks ahead of the scheduled meeting. Up to two representatives from management and two union representatives from the area to be discussed will be present at the scheduled meeting. **All designated committee members will be released from work with pay to attend the meeting.** The Committee will evaluate the factors affecting staffing and propose joint solutions to these issues. These factors may include but are not limited to current vacancies, current staffing, recruitment strategies, and onboarding efficiencies. This Committee replaces the current staffing committee.

~~31.3 Palisades Hospital supports the goal of optimizing nurse to patient staffing ratio levels. A number of factors must be considered when patient assignments are made, including but not limited to the complexity of the patient and their individual needs.~~

~~Other considerations include the competency and experience of the nursing staff.~~

The purpose and goal of this staffing committee is a joint effort by the Hospital, Union and individual members from each bargaining unit to ~~improve patient outcomes while~~ reduce vacancies and agency usage.

The staffing committee shall:

1. ~~Jointly assess staffing levels, nurse to patient ratios and staffing mixes on all Units.~~

2. ~~Review patient acuity.~~

3. ~~Review patient outcomes.~~

2. Review concerns from bargaining unit members and nursing administration related to staffing.

3. Make recommendations to improve staffing on all units

5. ~~Monitor and make recommendations to improve patient satisfaction.~~

6. ~~Develop staffing ratios for all departments and units.~~

~~The Committee will develop staffing ratios with the understanding that such ratios are for the purpose of improving staff satisfaction, increasing patient satisfaction and patient~~

~~outcomes while reducing the number of vacancies and the amount of agency used at the Hospital.~~

~~Both parties acknowledge the information reviewed in these committee meetings may be of a sensitive nature and will not be used for any purpose beyond submission of a report to hospital administration. In addition, all applicable standards related to patient confidentiality will apply. Minutes of each meeting will be maintained and the responsibility shared by both parties.~~

~~31.4 No later than six months following ratification of the agreement, the Committee shall issue a report to Hospital Administration with recommended staffing ratios for all appropriate departments and units. Hospital Administration will respond in writing in a reasonable amount of time, but in no event later than 45 days from the submission of the~~

~~Report, unless otherwise agreed to by the Committee. The Hospital shall have six months to implement the Committee's recommendations. Staffing ratios will be tracked on a monthly basis.~~

~~The Committee can only make recommendations as to staffing ratios. After finalization of the ratios, the staffing Committee shall meet monthly to review whether the targets are being met. If units are not in compliance with target ratios, either party may submit the dispute to a mutually agreed upon facilitator. The responsibilities of the facilitator will be to aid, promote and enhance the functioning of the staffing committee. The facilitator's role will be limited to assisting the parties to reach resolution of the issues.~~

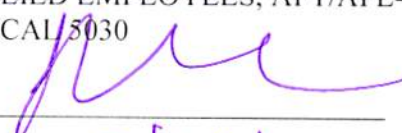
~~The Hospital is not required to use agency nurses to meet staffing ratios proposed by the Committee. This agreement to adopt staffing ratios shall be the subject of the grievance and arbitration clause of the contract.~~

PALISADES MEDICAL CENTER



Date: 5/28/2021

HEALTH PROFESSIONALS AND
ALLIED EMPLOYEES, AFT/AFL-CIO,
LOCAL 5030



Date: 5/28/2021

Employer's Economic Proposal #14: Referral Bonuses Side Letter

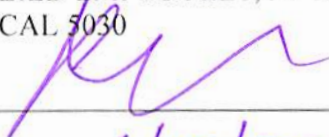
1. The Medical Center will offer a bonus for referrals for new hires per the HMH Team Member Referral Program, according to the following payment schedule:
 - \$300 for team member referral hired into full time position with standard hours \geq 36 hours.
 - \$100 for team member referral hired into part time position with standard hours \geq 20 hours.
 - Additional rewards may be offered for referrals for pre-determined hard-to-fill roles.
2. All HPAE-represented Team Members are eligible to participate in the referral program.
3. Referrals that do not qualify for rewards include, but are not limited to:
 - Former team members referred for rehire.
 - Temporary team members including summer team members.
 - Transferred team members.
 - Any candidate referred previously through an agency.
 - A candidate, not previously referred through an agency, but with whom HMH had contact with in the previous 6 months as evidenced in the Applicant Tracking System.
4. Referrals must be made through the iCIMS Applicant Tracking System.
5. The Medical Center may discontinue this referral program if it proves inefficient or ineffective. Changes will be communicated in a timely fashion. Team members who refer a candidate before the program is discontinued will still receive the appropriate award.

HMH



Date: 5/28/2021

HEALTH PROFESSIONALS AND
ALLIED EMPLOYEES, AFT/AFL-CIO,
LOCAL 5030



Date: 5/28/2021

All bargaining units

Proposed: 3/9/2021


Non-Economic Proposal #12:

Side Letter Re: Parking Lot

Side Letter: Parking Lot

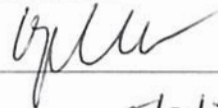
~~Both the Union and the Medical Center agree to include the topic of building a parking garage on-site for bargaining-unit employees to use as an agenda item at a Labor-management Committee meeting within 120 days after ratification of a new collective bargaining agreement.~~

PALISADES MEDICAL CENTER



Date: 4/23/2021

HEALTH PROFESSIONALS AND
ALLIED EMPLOYEES, AFT/AFL-CIO,
LOCAL 5030



Date: 5/3/2021

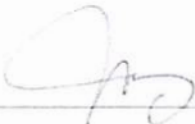
Non-economic Proposal #16: Side Letter Re: Staffing

Side Letter: Staffing

The Medical Center agrees to on-board the following positions to address the Union's staffing concerns during negotiations in the following areas within one hundred eighty (180) days of ratification:

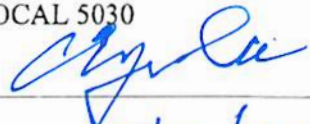
- 15 RN's for 3, 4, 5 and float
- 5 RN's for ED
- 1 Cath Lab/Intervention Radiology RN
- 2 Behavioral Health Techs
- 3 CNAs/Sitters

PALISADES MEDICAL CENTER



Date: 5/21/2021

HEALTH PROFESSIONALS AND
ALLIED EMPLOYEES, AFT/AFL-CIO,
LOCAL 5030



Date: 5/21/2021

All bargaining units

Proposed: 3/9/2021


Non-Economic Proposal #13:

Side Letter Re: Earned Sick Leave Bank

~~Side Letter: Earned Sick Leave Bank~~

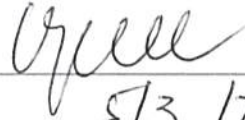
~~Any ESL bank carry over limits and accrual maximums provided to Southern Ocean Medical Center (HPAE Local 5138) and Jersey Shore University Medical Center (HPAE Local 5058) will also apply to Palisades Medical Center (HPAE Local 5030).~~

PALISADES MEDICAL CENTER



Date: 4/23/2021

HEALTH PROFESSIONALS AND
ALLIED EMPLOYEES, AFT/AFL-CIO,
LOCAL 5030



Date: 5/3/2021

Non-economic Proposal #15:

Side Letter Re: Implementation Date


~~Side Letter: April 1, 2019 Implementation Date:~~

~~The CBA Articles and policies listed below go into effect on April 1, 2019. The applicable provisions of the Articles below, found in the 2017-2018 CBA, will remain in effect until that date:~~

- ~~• Article 18: Paid Time Off~~
- ~~• Article 19: Holidays~~
- ~~• Article 20: Earned Sick Leave~~
- ~~• Absenteeism and Lateness policy~~
- ~~• Guidelines for Cooperation and Discipline policy~~
- ~~• Overtime rules listed in Article 22 Hours of Work and Overtime~~

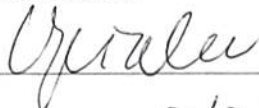
PALISADES MEDICAL CENTER

Date:


4/23/2021

HEALTH PROFESSIONALS AND
ALLIED EMPLOYEES, AFT/AFL-CIO,
LOCAL 5030

Date:


5/3/2021

Employer's Modified Economic Proposal #1: New Nursing Base Wage Scale

APPENDIX – RATES OF PAY (RNS)* †

Years of Experience	New RN Base Wage
0	\$40.44 \$37.26
1.	\$42.86 \$39.65
2.	\$43.29 \$40.05
3.	\$43.73 \$40.45
4.	\$44.16 \$40.85
5.	\$44.60 \$41.26
6.	\$45.05 \$41.67
7.	\$45.50 \$42.09
8.	\$45.96 \$42.51
9.	\$46.42 \$42.93
10.	\$46.88 \$43.36
11.	\$47.35 \$43.80
12.	\$47.82 \$44.24
13.	\$48.30 \$44.68
14.	\$48.78 \$45.12

15.	\$49.27 \$45.58
16.	\$49.76 \$46.03
17.	\$50.26 \$46.49
18.	\$50.76 \$46.96
19.	\$51.27 \$47.43
20.	\$51.78 \$47.90
21.	\$52.30 \$48.38
22.	\$52.83 \$48.86
23.	\$53.35 \$49.35
24.	\$53.89 \$49.85
25.	\$54.43 \$50.34
26.	\$54.97 \$50.85
27.	\$55.52 \$51.36
28.	\$56.08 \$51.87
29.	\$56.64 \$52.39
30.	\$57.20 \$52.91

* In 2021, Nurses will receive ~~up to either~~ (1) a **2.0% merit-based** increase **applied to their current base, then their BSN pay component, if applicable, or added to this new base rate, or** (2) an adjustment based on the nurses scale (which is inclusive of their BSN component), ~~5~~ whichever is greater.

† Per Diem **RNs** will receive the base rate based on their years of experience, plus the \$5/hr Per Diem pay component.

HMH



Date: 5/30/2021

HEALTH PROFESSIONALS AND ALLIED
EMPLOYEES, AFT/AFL-CIO, LOCAL 5030

Date: _____

Employer's Economic Proposal #15: Appendix X Per Diem Registered Nurses

Per Diem Registered Nurses Policy

Purpose: The purpose of this policy is to maintain adequate staffing for the departments by keeping overtime to a minimum, while covering vacations, holidays, and call outs with competent Per Diem Nursing staff. The policy provides scheduling requirements, salary, and overtime restrictions.

Scope: The policy applies to all Medical Center Team Members with the title of Registered Nurse Per Diem and Registered Nurse Float Pool, as well as nursing unit leaders (supervisors, managers, assistant managers, administrators and directors).

Policy

1. All HMH Per Diem Registered Nurses will maintain all competencies and certifications as deemed necessary for employment at the specific campus/unit.
2. Unit based and Float Pool Per Diem's will be scheduled after all full time and part time employees have submitted their schedule.
3. Per Diem staff can only work a maximum of 920/hours annually.
4. All Per Diem team members are to submit their availability of 24 hours a month to the Nursing Office or in the scheduling software, if available. The assignment of shifts to per diem team members will be done while developing the department schedule by nursing leadership.
5. If a Per Diem RN has not worked in a ninety (90) day period of time, the nurse manager can separate employment from HMH.
6. In an event of decrease volume, Per Diem RNs may be canceled by management with a minimum of two (2) hours notice.
7. If the Per Diem RNs must cancel, the unit/department requires at least four (4) hours notice of the cancellation in order to make alternative arrangements.

8. A Per Diem RN **CAN** perform in the charge nurse and preceptor roles if the eligibility criteria is met. They must fulfill the requirements of responsibility for the charge nurse and preceptor roles. The Per Diem will receive the applicable financial compensation:
 - \$1.75/hour for charge
 - \$1.50/hour for preceptor.
9. A Per Diem RN either unit or float pool is not entitled to float pay.
10. Those team members in Per Diem status are not eligible for: holiday, extended sick leave time, Bereavement or Paid Time Off.
11. Per Diem employees are not eligible for health benefits unless required by law.
12. Merit increases will be computed using the per diem's applicable base rate at Appendix **[X]**, not including the per diem pay component.
13. Per Diem RN staff are required to work 2 holidays each calendar year; one summer, one winter.
 - The summer holidays are: Memorial Day, Independence Day (July 4th), and Labor Day. The winter holidays are: Thanksgiving, Christmas and New Years Day.
 - This can / may be scheduled when the department schedule is created for that time frame. In the event there is not the practical opportunity for each per diem to cover a major holiday in a calendar year, i.e. if department is not open on the holidays, alternative requirements will be substituted at the discretion of the manager.
14. Per diem RN staff are required to work two weekend shifts per month based on the operational needs of the unit/department.

HMH



Date: 5/30/2021

HEALTH PROFESSIONALS AND
ALLIED EMPLOYEES, AFT/AFL-CIO,
LOCAL 5030

Date: _____

HPAE RN/Professional

Proposed:
5/29/2021

Employer's Non-Economic Proposal #21: Appendix [XX] (Per Diem Cap)

The 920 hour cap on Per Diems will begin no earlier than January 1, 2022, 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.

HMH



Date: 5/30/2021

HEALTH PROFESSIONALS AND
ALLIED EMPLOYEES, AFT/AFL-CIO,
LOCAL 5030

Date: _____

Employer's Modified Non-economic proposal #18: Article 14

14. WORK SCHEDULES AND TIME REQUESTS:

14.1 The Medical Center shall post a four (4) week work schedule two (2) weeks prior to the commencement of the schedule period. Requests for time off shall not be unreasonably denied. Once posted, the schedule shall not be changed except by mutual agreement ~~or (2) because of an emergency staffing issue.~~

~~14.2 Except in an emergency, an employee who has been continuously employed by the Medical Center for five (5) or more years shall not be required to rotate shifts. For the purpose of the provision, an emergency shall be deemed to exist when the Medical Center determines that it is unable to provide adequate staffing by rotating among those employees who have been employed for less than five (5) years. Coverage for an employee's use of accrued time (excluding sick leave and all leaves of absence) shall not be considered an emergency. Employees who have over five (5) years seniority may volunteer to rotate to cover an employee's use of accrued time.~~

~~The least senior of the employees on a department/unit with five (5) or more years' seniority who must rotate due to an emergency will do so only for the time necessary to meet the emergency. A Medical Center deemed emergency shall not exceed thirty (30) days for any single employee. No employee shall be rotated off their shift and be replaced with an agency or Per Diem employee unless for a clinical competency need.~~

~~An employee with five (5) or more years' seniority who rotates will receive two dollars and fifteen cents (\$2.15) more per hour.~~

14.314.2

In the event of shortages on a particular shift necessitating shift rotation, the Hospital shall first discuss alternatives to rotation and then seek volunteers. As a last resort, available employees shall be rotated in order of reverse seniority on a rotating basis, up to four consecutive weeks maximum unless mutually agreed otherwise. A log of rotation shall be maintained on each unit. Employees who rotate from one shift to another shall receive the appropriate shift differential for that shift or keep their current shift differential, whichever is greater. Four weeks' notice for the need to rotate shifts will be given to the affected employee(s) unless in the case of an unforeseen emergent circumstance and only as a last resort. It is the intent of the Employer to move the employee back to their original shift as soon as practicable. An employee will be given at least 48 hours transition time when moving from one shift to the other.

A non-RN employee with ten (10) or more years' seniority who rotates will receive two dollars and fifteen cents (\$2.15) more per hour.

A Registered Nurse with ten (10) or more years of seniority who volunteers to rotate shift shall receive an additional five (\$5) dollars per hour added to their regular compensation rate of pay.

~~14.4 — Nursing employees, excluding Per Diems, with six (6) or more years' seniority who are permanently assigned to specific units or departments shall not be required to work in another unit or department (i.e., no pulling) except in an emergency or by mutual agreement. For the purpose of this provision an emergency shall be deemed to exist when the Medical Center determines that it is unable to provide adequate staffing by "pulling" among its employees who have been employed less than six (6) years.~~

~~Employees excluding per diems, who have less than six (6) years' seniority who float, will receive one dollar (\$1.00) more per hour. Employees with six (6) years or more seniority will receive two dollars and seventy-five cents (\$2.75) more per hour.~~

~~When a floating situation arises and all nursing employees have greater than six (6) or more years' seniority, volunteers will first be sought. If no nursing employees volunteer to float, the least senior of the employees on a unit/department with six (6) or more years' seniority shall float on a rotating basis, beginning with the least senior through the most senior and around to the least senior again, etc.~~

~~The Medical Center will make its best efforts to float within the following float districts:~~

- ~~1. — CCU, PCU, ED, Cath Lab~~
- ~~2. — 4East, 5th floor, Peds~~
- ~~3. — Peds, Nursery, L&D, Post-Partum~~
- ~~4. — OR, PACU, Endo, SDS~~

~~No employee will be given an assignment for which she/he has not been adequately trained and is competent to perform the duties required. The Medical Center will provide training and establish competency and will use the N.J. Board of Nursing Practice Act as a resource.~~

~~A Float Pool will be established from vacant or newly created positions to include one Full-Time position on all shifts. The first two Full-Time day shift vacancies will be posted for transfer purposes. Thereafter, a single day shift Full-Time position can be dedicated to the Float Pool at the Medical Center's discretion.~~

~~Newly created Part Time positions (not from vacancies or restructuring) to include up to two part time positions on each shift, can be dedicated to a Float Pool.~~

~~If an employee is ordered to work in a unit/department other than their permanently assigned unit/department, the employee shall be entitled to pull pay, even if this occurs on an overtime shift. If the employee voluntarily works in a unit/department other than their permanently assigned unit/department, the employee will not be entitled to pull pay unless this occurs during their regularly scheduled shift.~~

14.3 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.

In the event floating is necessary, which may include but is not limited to instances of high or low census, late call outs, and instances of no call no show, RNs NAs in the float pool will be floated first.

An RN may be floated for a shift or any part thereof to a patient care unit within the same clinical competency, provided the RN is qualified as determined by the Hospital. If the RN believes the assignment is beyond his or her skill level, they may raise the issue with the unit leader and or nursing supervisor. If the leader/supervisor agrees, they shall modify the assignment to one that reasonably meets the skills of the RN.

As of June 1, 2021, nursing employees, excluding per diems, with ten or more years seniority who are permanently assigned to specific units or departments, shall not be required to work in another unit or department (i.e., no pulling), except in an emergency or by mutual agreement.

As of June 1, 2022, nursing employees, excluding per diems, with twenty-five years or more years seniority who are permanently assigned to specific units or departments, shall not be required to work in another unit or department (i.e., no pulling), except in an emergency or by mutual agreement.

As of June 1, 2023, all nursing employees shall be required to float, in accordance with this subsection.

For the purposes of this Article, an emergency shall be deemed to exist when the Medical Center determines that it is unable to provide adequate staffing by pulling among its employees who are required to be available to float.

~~The Hospital will make its best effort in floating to “like units” that conform with similar clinical competencies including, but not limited to Emergency Services, Tele/Medical/Surgical, Maternity, Perioperative Services, and Critical care/Stepdown. Floated nurses will be assigned patients within their competency.~~

Floating of newly hired or novice RNs will not occur until they have been employed on their "home unit" for 6 months. Exception: This rule does not apply to RN hired into the float pool.

The Medical Center will make its best efforts to float within the following float districts:

1. ICU, PCU, ED, Cath Lab
2. 3 East, 4 East, 5 East
3. L&D, Post Partum, Nursery, SCN, MFM
4. OR, PACU, Endo, SDS, IR, Cath Lab

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

1. Float pool
2. Staff from outside agencies if their contract permits
3. Volunteers
4. Per diem
- ~~4.~~5. Core staff in reverse seniority on a rotational basis

Full-time and part-time Registered Nurses who are required to float shall receive a bonus of five (\$5) dollars per hour.

Assisting colleagues/helping hands:

It is understood that there may be instances staff may have to assist their colleagues in other units during a pandemic or state of emergency. Need is defined as any unexpected situation that may compromise the quality and/or safety of patient care delivery requiring immediate attention. It is understood that this is not the same function as "floating". Staff may be required to temporarily assist other units if doing so does not jeopardize care or increase the workload of the staff remaining in the sending unit. Once the needed assistance is completed, they can return to their home unit.

~~14.5~~14.4 WORK PREFERENCE: Preference for all available ~~extra shifts~~work-time shall be given to bargaining unit employees over any other individuals. Outside Agency personnel may be utilized after available ~~extra shifts~~ work-time has been offered to bargaining unit employees who have made themselves available for said work time by so indicating on a daily "Availability List" not later than seven (7) days after the posting of the next monthly schedule. These lists will be maintained in their respective departments and will be made available for review

by the Union, upon reasonable notice. ~~In the Nursing Division, "Overtime Availability Forms" will be submitted to a central nursing location. The forms will be made available for review by the Union upon reasonable notice.~~

In the event of call-ins, bargaining unit employees who have made themselves available on said list, followed by bargaining unit employees currently on duty in each respective department, shall be offered said work time prior to utilizing outside agency personnel.

- 14.5 For those employees who work weekends, no Full-Time employee shall work more than four (4) consecutive days without a day off, unless mutually agreed by the employee and the Medical Center.

14.6 TEMPORARY REDUCTION OF STAFF ON A DAILY/SHIFT BASIS (FLEXING)

The Hospital retains the discretion to temporarily reduce staffing on a given unit and/or shift after the start of a shift, due to decreased census, decreased volume of work or for other reasons which may arise. Before being flexed, employees will be given as much advanced notice as possible before the need to flex.

~~In the event of flexing the following will apply.~~ Flexing will occur in the following order:

Agency staff extra shift and then agency staff regular shift (if not in conflict with agency contract)

Overtime with additional incentives (i.e. Critical shift)

Overtime in reverse seniority

Per diem in reverse length of service

PTO requests previously denied shall be offered and may be taken upon mutual agreement

Volunteer by seniority

If all above does not apply, then by reverse seniority

Employees who are flexed by management after the start of the employee's shift shall receive a minimum of 2 hours paid notice in addition to any other compensation not to exceed the regular scheduled hours. Staff that initiate the request to be flexed will not be eligible for flex pay.

Employees reduced per above will be given, at the time they receive notice of being flexed, the choice of one of the following options:

Utilizing PTO time, for any portion of the time flexed.

Take voluntary on-call in accordance with on-call procedure as applicable.


At the discretion of the Hospital, cross train to another department, orient to another department or participate in mandatory education modules. Employees can also voluntarily cross-train to another department.

In the event of low or zero census, at the discretion of the employer, staff may be required to assist in other units/departments. It is understood this is not the same function as floating. The staff will not be given a patient care assignment.

A log will be maintained on the unit for tracking and available to all employees.

Managers will not be permitted to assume the work of a flexed employee.

HMH



5/30/2021

Date: _____

HEALTH PROFESSIONALS AND ALLIED
EMPLOYEES, AFT/AFL-CIO, LOCAL 5030

Date: _____

17. WAGES AND EXPERIENCE RECOGNITION:

- 17.1 1. All Registered Nurses, both new hires and those currently employed at HMH, will be placed on the new wage schedule at Appendix [TBD] after being given recognition for all domestic nursing experience, including domestic experience outside of HMH.

All non-RN employees will be placed on the wage schedules (Schedules I-XVII) after being given recognition for all appropriate experience, both current and prior.

2. ~~Such~~ For non-RNs, such experience shall include all Medical Center experience as well as all prior experience received in the U.S.A. (excluding Puerto Rico and the Virgin Islands).

- a) acute care hospitals
- b) long term care
- c) mental health
- d) public health
- e) occupational health
- f) supplemental agency in acute care setting
- g) MD office/free standing clinic-emergency center if such experience is related.
- h) home health
- i) other health facilities, if experience is related.

3. For existing Medical Center employees, one thousand (1,000) hours of continuous, prior experience is equivalent to one (1) year of Medical Center experience.

For new hires, as of June 1, 2014 fifteen hundred (1,500) hours of continuous, prior experience is equivalent to one (1) year of Medical Center experience.

Continuous experience means that the employee has been working without a break of greater than two (2) years.

~~Prior outside experience of a registered nurse in an acute care facility will be credited on a one-to-one basis minus three (3) steps.~~

Prior outside experience for a ~~non-RN~~~~ny other~~ job title will be credited on a two-to-one basis when applying for a position in the same job title.

Prior outside experience for a non-identical position will not be given any credit. In no case can a new employee be hired at a level higher than what current employee(s) receive with equal experience (prior and current).

4. A ~~non-RN~~ employee will receive credit for Medical Center experience in a related field on a one-to-one basis minus two (2) steps and shall move to the same step of a new schedule when achieving a higher position.
5. A ~~non-RN~~ employee will receive credit for Medical Center experience in an unrelated field on a three-to-one basis.

17.2 The Medical Center and Union understand and agree upon the importance of paying wages which are highly competitive in the market place. The parties are aware of the volatile conditions and rapid change in the health care industry with respect to increasing wage rates. Therefore, Union agrees that it will negotiate during the term of this Agreement, upon the written request by the Medical Center, with respect to increasing the wage rates for employees in any specific job title, and/or in any specific area of the Medical Center. These negotiations will be concluded within two (2) weeks of the request by the Medical Center to negotiate.

The Medical Center shall not implement a wage increase for employees in any specific job title and/or area absent a written agreement by the Union. However, such agreement may not be unreasonably denied. Should the parties fail to reach an agreement, the Medical Center's last offer will be submitted to expedited arbitration for a final and binding resolution.

If arbitration is requested, the parties agree that the arbitrator will be Walter De Treux or Barbara Zausner Tener. The arbitration will be held within one (1) week of the submission of the dispute regarding the Medical Center's last proposal. If the first arbitrator cannot conduct the arbitration within the time frame, the parties will use the second arbitrator. If neither of the two named arbitrators will conduct an arbitration within the time frame, the parties will submit the case as quickly as possible to expedited arbitration pursuant to the rules of the American Arbitration Association. The arbitrator must issue a ruling within three (3) business days of the arbitration.

This section will remain in effect until five (5) months prior to the expiration of this Agreement.

17.3 ~~A. RNs~~

In 2021, Nurses will receive up to either (1) a 2.0% merit-based increase applied to their current base, then their BSN pay component, if applicable, or added to

this new base rate, or (2) an adjustment based on the nurses scale (which is inclusive of their BSN component), -whichever is greater.

In 2022, Nurses will receive a 2 percent pay increase the first full pay period after July 1, 2022.

After 2022~~1~~, all eligible full time, part-time, and per diem RNs shall have the opportunity to receive the following increases, pursuant to the HMH-Palisades' Merit-Based Program:

~~Up to 2 percent merit increase effective the first full pay period after July 1, 2022.~~

Up to 2 percent merit increase effective the first full pay period after July 1, 2023.

B. Non-RNs

All non-RN full time, ~~and~~ part time, and per diem employees will receive the following increases:

In 2021, all non-RN full time, part time, and per diem employees will receive either (1) a 2 percent increase added to their base rate, or (2) an adjustment based on the Side Letter [X], whichever is greater, effective the first full pay period after July 1, 2021.

A 2 percent pay increase the first full pay period after July 1, 2022.

~~shall receive the following increases:~~

After 2022, all eligible full time, part-time, and per diem non-RN employees shall have the opportunity to receive the following increases, pursuant to the HMH-Palisades' Merit-Based Program:

Up to 2 percent merit increase effective the first full pay period after July 1, 2023.

~~Within 45 days after ratification, 2.5% across the board for 2018 with retro pay back to June 1, 2018:~~

~~2nd year 2.5% increase on June 1, 2019.~~

~~3rd year step increase on June 1, 2020~~

~~Wage increases applied first, across the board raises second.~~

~~In year three of the Agreement, all employees at or above their respective wage scale will receive a 1.5% across the board raise in lieu of the step.~~

All Per Diem employees shall receive a lump sum payment 45 days following ratification equal to 1.25% of base rate, exclusive of all differentials, multiplied by 2017 actual hours worked.

C. Merit Pay

Merit Program

<u>July 1, 2023</u>
<u>2.00% Merit-based Increase</u>

Employees who were on a leave of absence greater than nine (9) months in the performance year (January 1-December 31), will not be eligible for a performance evaluation or merit increase the following year. Eligible full-time and part-time employees hired before October 1st in the performance year shall receive their performance evaluation during the pay period closest to July 1st of each year, with performance based increases as outlined below, based upon their performance appraisal rating. Eligible per diem employees hired before July 1st in the performance year, shall receive their performance evaluation during the pay period closest to July 1st of each year, with performance based increases as outlined below, based upon their performance appraisal rating:

<u>Overall Rating</u>	<u>7/1/2023</u>
	<u>Performance Increase</u>
<u>0.00-2.49</u>	<u>0.00%</u>
<u>2.50-2.99</u>	<u>0.75%</u>
<u>3.00-3.49</u>	<u>1.25%</u>
<u>3.50-3.99</u>	<u>1.50%</u>
<u>4.00-4.49</u>	<u>1.75%</u>
<u>4.50-5.00</u>	<u>2.00%</u>

Prior to implementation of the Merit-Based Program in 2023 both HPAE and Management will meet to discuss the Merit base program during a Labor Management Meeting.

HMH



Date: 5/30/2021

HEALTH PROFESSIONALS AND
ALLIED EMPLOYEES, AFT/AFL-CIO,
LOCAL 5030

Date: _____

SIDE LETTER – New Wage Scale Appeal Process
RN Years of Experience Compensation Program
HMH-Palisesades RN Years of Experience Survey Results & Implementation

RNs who complete the RN years of experience survey by 5:00 pm Tuesday, June 1, 2021:

1. RN Survey results received by the deadline noted above will be provided to HPAE by 6 pm on Tuesday, June 8, 2021.
2. RNs will be notified of their new hourly pay rate by June 11, 2021.
3. If an RN believes their RN YOE calculation is inaccurate, the RN must file an appeal by June 15, 2021. Any appeal will not be considered unless it is accompanied by an attestation form.
4. RNs will receive the appeal decision by June 18, 2021.
5. RN pay rate adjustments will be effective July 11, 2021 (pay date July 30, 2021).

RNs who complete the RN years of experience survey after 5:00 pm Tuesday, June 1, 2021:

1. RNs who complete the Survey after the deadline noted above will be notified of their new hourly pay rate and the effective pay date within 60 days of completing the survey.
2. If an RN believes their RN YOE calculation is inaccurate, the RN may file an appeal within four business days of receiving notice of their new hourly pay rate.
3. RNs will receive the appeal decision within 14 days of filing the appeal.

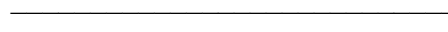
RNs who complete the YOE survey after June 1, 2021 will have their pay rate adjusted according to their years of experience, but this new pay rate will not apply retroactively.

HMH



Date: 5/30/2021

HEALTH PROFESSIONALS AND
ALLIED EMPLOYEES, AFT/AFL-CIO,
LOCAL 5030



Date: _____

HMH CLINICAL LADDER PROGRAM

Employer's Modified Non-Economic Proposal #19 – Nursing Clinical Ladder

PURPOSE:

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

OBJECTIVES:

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

FIVE Components to Climbing the Ladder

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

Who is Eligible?

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

Criteria – Level II

- 1+ years of clinical experience
- BSN in progress
- Obtain a minimum of **3 points** in each of the 5 Components. No more than 5 points will be credited in each category.
- Total of **20 points** earned

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

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

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 **[TBD]**

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!

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
- The RN-Cap Committee will be elected by the Professional Practice Committee. Any RN who meets the requisite experience level may seek to apply. The Union and CNO will confer regarding any nurses who the Union believes meet the criteria and who understand the time commitment.

How Often Can I Advance?

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

New Hires

- Starts Level I
- After successfully completing probationary period

Experienced nurses can:

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

Local Campus Collaboration

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

HMH



Date: 5/30/2021

HEALTH PROFESSIONALS AND
ALLIED EMPLOYEES, AFT/AFL-CIO,
LOCAL 5030

Date: _____

Employer's Modified Economic Proposal #5 – Charge Pay

- 17.4 Effective 9/16/02, ~~Non-RN~~ employees who are designated by the Medical Center as Charge or Team Leader shall receive an additional one dollar and seventy five cents (\$1.75) per hour when functioning in such capacity. When no supervisor is present, the employee designated by the Medical Center to be in charge shall receive the differential. The present practice regarding designation of charge shall be continued.

~~In accordance with the HIMH Charge Nurse Policy, which is incorporated here by reference and may be changed unilaterally by the employer from time to time (The Medical Center will provide 30 calendar days notice prior to any changes to the HIMH Charge Nurse Policy prior to implementation and will bargain over the effects), an employee who performs the duties of charge will be compensated by an additional differential for each hour worked as follows:~~

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

A. Charge Nurse Policy

Policy Statement: The RN Charge Nurse policy is to ensure each unit/department will have competent charge nurse for each shift that is a qualified designated RN when the need is determined by the Nurse Manager or Assistant Nurse Manager or in their absence, and to provide a guideline for the RN in a charge nurse role.

Scope: All HIMH Palisades employees with the title of Registered Nurse including Registered Nurse Per Diem and Registered Nurse Float Pool.

Education/Competency:

1. RNs identified to be in charge by their manager with RN staff input have had charge nurse education. This is a minimum educational requirement to be placed in the charged nurse role.
2. The nurse manager/assistant nurse manager or nurse educator are responsible to schedule nurses for charge nurse education.
3. The nurse manager/assistant nurse manager or nurse educator will designate a charge nurse preceptor to validate competency.
4. The charge nurse clinical unit experience will consist of a minimum of eight hours of competency validation.
5. In the event the RN will be in charge on the off shift a competency validation can be conducted during the off shift.
6. Full time, Part time and Per Diem status may be in charge.

Protocol: The nurse manager determines the need for charge nurse coverage during the day shift hours. This decision is based on the operational needs of the unit/location.

1. In the absence of the nurse manager/administrative supervisor/assistant nurse manager, for more than two (2) hours, each unit will have a competent charge nurse assigned for that time period. This will be noted on the unit assignment sheet and the Registered Nurse will be paid charge nurse pay for that time.
2. Compensation for being in charge will be \$1.75 per hour.
3. Units will designate charge on the day shift based on the operational needs of the unit, i.e.: nurse manager off the unit, nurse manager having more than one unit assignment, nurse manager working on special projects, etc.

Responsibilities:

- Promoting safe patient care through unit rounding assessing for patient, patients family or team member issues as needed.
- Active role in resolution of patient or team member problems: conflict resolution.
- Provide clinical support and act as clinical resource as needed to team members and other departments in the hospital.
- Assume direct patient care assignment if necessary.

- Modify assignments as needed to accommodate: changes in patient condition, patient requests, cultural, race, gender Notify team members of their assignments and of any changes.
- Assure that admissions, mealtimes, classes, and special duties etc. are assigned to all team members equitably. Notify the appropriate team members of any changes.
- Ensure that special assignments and/or special duties i.e. (checking code cart, counting narcotics, checking refrigerator temperature etc.) are completed before the end of the shift.
- Facilitate and/or expedite patient through put/flow including but not limited to:
 - arranging for bed assignments through bed management/access services/capacity management,
 - assisting with arrangements for transportation of patients to other departments
 - assisting with transfers to other facilities when indicated in conjunction with social service and following EMTALA guidelines if indicated.
- Ensure reporting of events or occurrences by team members, report problems/issues to Nurse Manager/Nursing Supervisor as appropriate and/or escalate through chain of command when applicable.
- Assign meal times, breaks, in-servicing, class attendance, one:one/sitters and corresponding coverage according to the units current and projected activity to maintain unit coverage.
- Notify Staffing Office or appropriate person of unit call-outs for coverage. If applicable make calls to cover call out.
- Assigning care equitably based on:
 - unit acuity
 - patient acuity
 - staffing needs
 - patient needs

qualifications/competency of nursing staff

Providing and receiving a general charge nurse report that includes but is not limited to:


- A general patient report of all patients on the unit including patient's name, room number, diagnosis, and pertinent clinical aspects of the patients status
- Admissions/Discharges/Transfers/Post-Operative or Pre-Operative patients
- Patients with special care needs:

- restraints, central lines, foley catheters, isolations, one: one/sitter observation, unstable patients/code status/POLSTS
- In-servicing, education and meetings that have occurred or are scheduled during upcoming shift
- Any occurrences, reportable events that have occurred and what action has been taken, including follow-up and/or resolution.
- Staffing plan including: call outs, coverage, reassignments to other units, etc.

B. Non-RN Charge Policy

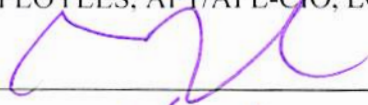
Non-RN employees who are designated by the Medical Center as Charge or Team Leader shall receive an additional one dollar and seventy-five cents (\$1.75) per hour when functioning in such capacity. When no supervisor is present, the employee designated by the Medical Center to be in charge shall receive the differential. The present practice regarding designation of charge shall be continued.

PALISADES MEDICAL CENTER



Date: 5/28/2021

HEALTH PROFESSIONALS AND ALLIED
EMPLOYEES, AFT/AFL-CIO, LOCAL 5030



Date: 5/28/2021

Employer's Modified Economic Proposal #6 – Preceptor Program

17.5 PRECEPTOR PROGRAM:

~~For Registered Nurses, the preceptor program will be administered in accordance with HMM's Nursing Preceptor Policy, which is incorporated herein by reference and may be changed by the employer unilaterally from time to time. The preceptor program for nurses is designed with five main goals related to recruitment, orientation, and retention. The hospital will provide 30 calendar days notice of any changes to HMM Nursing Preceptor Policy prior to implementation and will bargain over the effects.~~

~~A Preceptor differential of one dollar and fifty cents (\$1.50) per hour shall be paid to any Registered Nurse for all time spent functioning as Preceptor.~~

~~During the life of this Agreement, the Medical Center will provide a Preceptor program for those Registered Nurses who volunteer, meet Preceptor requirements, and who are designated by the Medical Center in the tutoring of other employees to a unit/department. Such program shall count as time worked.~~

A. Nursing Preceptor Policy

Precepting is specifically designed to orient the new nurse employee to his/her role and work environment, to guide the orientee in adapting to patient care and the world of nursing, and to supervise and evaluate the orientee's progress. The preceptor provides guidance, direction and instruction, is a resource person/answers questions, assisting and/or observing performance requirements for completion of objectives and/or skills checklists.

The preceptor is an experienced nurse who has had focused education on role modeling, supporting, supervising, and evaluating a nurse orientee who is acclimating to the complexities of patient care and the role of professional nurse in a given clinical setting and during work hours. The work of a preceptor is crucial to the continuation of high-quality care and contributes to improved patient outcomes and fiscal stability. Therefore it is the policy of HMM to financially incentivize and recognize nursing preceptors.

Scope: All Hackensack Meridian Health (HMH) Acute Care Facilities. The policy applies to all Hackensack Meridian Health acute care team members with the title of Registered Nurse including Registered Nurse Per Diem and Registered Nurse Float Pool.

Procedure:

Eligibility to be a Preceptor:

- Employed at the specific campus as an RN for a minimum of 3 months if an experienced RN, one year if RN is a new graduate
- Current unrestricted RN licensure.
- Clinically sound nursing skills/represents role model, as evidenced by no disciplinary actions in the past 12 months.
- Exercises sound nursing judgment in patient care decisions/interventions based upon the application of the nursing process.
- Demonstrates the ability to work effectively with others: possesses communication skills and effective interpersonal relations.
- Demonstrates the ability and willingness to teach others (patients and employees).
- Preceptors selected for nursing students in an externship program must be a RN and have a minimum of one year experience in the clinical area.

If eligibility criteria to be a preceptor are met, the RN is to register for the Preceptor Course through the unit Nurse Manager/Nurse Educator.

Once course and course requirements have been satisfactorily met, the completion certificate is to be sent to Human Resources.

Eligibility for Preceptor financial incentive:

- The financial compensation for precepting is \$1.50/hour.
- All Full Time, Part Time and Per Diem RN's are eligible for preceptor compensation.
- To receive the financial compensation for precepting the RN must:
 - Participate in Unit Based Orientation
 - Complete all required paperwork for the preceptee

Nurse Manager/Nursing Education Responsibilities:

- Selects the RN Preceptor and an alternate preceptor on assigned shift if applicable
- Informs preceptor(s) of the orientee date of arrival, experience/background and reviews orientees' schedule
- Introduces Preceptor and staff to orientee
- Confers with preceptor re: the daily assignment based on orientee's experience and needs identified
- Oversees unit based orientation, assignments and experiences according to orientee's/student's needs, goals and schedule.
- Assignments reflect consistency in support of preceptor and orientee working together
- Meets with preceptor and orientee weekly to review skills checklist; identify progress and areas in need of improvement
- Preceptor and orientee time will be arranged to follow the same work schedule including reassignment and weekends after completion of classroom orientation and medication safety exam.
- The Nurse Manager approves the hourly differential each pay period for the assigned preceptor.

Preceptor

- 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 Nurse Manager/Charge Nurse/Educator re: daily assignments.
- Obtains and provides ongoing feedback to Nurse Manager/Nurse Educator, orientee and other staff working with orientee
- Conducts weekly feedback conferences with the orientee and reviews skills checklist, goals accomplished, identified performance strengths; progress on areas in need of improvement/more experiences required.

- Participates in orientation conferences with Nursing Education and Nurse Manager
- Assists orientee in completion of skills checklist via unit based assignments
- Assures orientation schedule is followed and Unit Based Plan for experiences as available.
- Provides information, demonstration and observation of skills and processes with the promotion of evidence based practice.

Orientees

- 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/Nurse Manager on ongoing basis re: progress and needs
- Reviews skills checklist with preceptor weekly
- Completes the Orientation Evaluation and returns to appropriate department

Goals/Objectives

Guides staff members and students in obtaining clinical experiences according to course/program objectives.

- Eases transition from student to professional nurse, role change and new work environment.
- Helps reduce reality shock experienced by recent graduates and re-entry RNs.
- Assists the new employee in gaining security, knowledge and a realistic view of health care systems without destroying quality ideals.
- Opens communication channels and integrates new staff into the work setting by promoting working relationships.
- Promotes consistent, evidence based "real time" teaching approach.
- Reduces the time necessary for developing clinical competencies and promotes safety/quality of care via role modeling.
- Emphasizes role of professional growth among staff by including them into orientation process.

- Provides for more individualized orientation program, which, in turn, can promote retention/recruitment.
- Provides opportunities for learning experiences and instruction on how to utilize equipment, and perform procedures.
- A Preceptor unit based orientation provides a structured yet individualized approach to assist staff in their transition to the work place.

The Nursing Preceptor program and the tutoring of Preceptors shall be the direct responsibility of the Education Department.

While in the clinical setting, it shall be the responsibility of the Nursing Preceptor to provide the Education Department pertinent information regarding the overall performance of the employee; said information to be used in the evaluation process of this employee.

B. Non-RN Preceptors

The Non-RN Preceptors will work in a "buddy" system on a one-to-one basis, sharing a single work assignment with the employee.

This Preceptor program and the tutoring of non-RN Preceptors shall be the direct responsibility of the Education Department.

While in the clinical setting, it shall be the responsibility of the non-RN Preceptor to provide the Education Department pertinent information regarding the overall performance of the employee; said information to be used in the evaluation process of this employee.

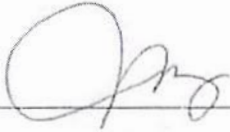
Non-RN Preceptors shall remain on their regularly assigned shift and shall not rotate. In the absence of an available Preceptor, another employee may volunteer for, and temporarily act as, Preceptor. This volunteer shall receive the Preceptor differential for all time worked in that capacity.

A Preceptor differential of one dollar twenty-five cents (\$1.25) per hour shall be paid to any non-RN employee for all time spent functioning as Preceptor if said employee has completed the Preceptor Course offered by the Medical Center. A differential of fifty cents (\$.50) per hour shall be paid to each non-RN employee for all time spent functioning as Preceptor if said employee has not completed the Preceptor Course offered by the Medical Center.

Other employees may receive the Preceptor differential for all time spent functioning as a Preceptor, once designated by the Medical Center, even though it is not necessary for them to take the formal program.

~~All newly recruited RN Per Diems will be asked and offered to be orientated into the Emergency Department.~~

HMH



Date: 5/28/2021

HEALTH PROFESSIONALS AND
ALLIED EMPLOYEES, AFT/AFL-CIO,
LOCAL 5030



Date: 5/28/2021

Employer's Modified Economic Proposal #7 – Educational Differential

17.6 EDUCATIONAL DIFFERENTIAL:

~~A registered nurses who possess a Bachelor's degree shall receive a differential of fifty cents (\$.50) an hour. All those who possess a Master's degree shall receive a differential of fifty cents (\$.50) an hour. Each degree will be treated separately. An employee who possesses a Bachelor's degree and a Master's degree will receive one dollar (\$1.00) more per hour.~~

~~If the Bachelor's or Master's degree is from a foreign school, it must be equivalent to such degree in the United States. The Bachelor's degree and Master's degree must be in a nursing related field.~~

~~An RN who is certified CCRN, RNC, or NP, or who holds any other specialty certification, shall receive an additional certification differential of \$750.00 lump sum annual payment effective 10/1/06.~~

A. Education Pay for Registered Nurses

Purpose: The purpose of this policy is to define salary differential for advanced degrees for Nursing personnel at Hackensack Meridian Health (HMH) Palisades Medical Center

Scope: The policy applies to all Hackensack Meridian Health Palisades Medical Center Team Members with the title of Registered Nurse (including Per Diem and Float Pool), as well as nursing unit leaders (supervisors, managers, assistant managers, administrators and directors).

Policy:

1. All staff Registered Nurses (RN) are required to have a BSN within three years of hire, pay for the BSN is incorporated into the base pay for a staff RN.
2. A staff RN who has or attains their Master's Degree or higher with a concentration in Nursing will receive a \$2.50 hourly differential.

3. Team members are responsible for emailing a copy of their MSN Diploma degree to HumanResources@HackensackMeridian.Org and include Team Member Name and Team Member ID number. The degree will be sent to Certiphi for verification. Hourly compensation will begin when proof of degree is reflected in My Way People Soft.
4. The following roles are NOT eligible for the MSN differential: Clinical Nurse Educators, Nursing Directors, Nurse Managers, Assistant Nurse Managers, Advance Practice Nurses.
5. There is no MSN differential for roles/positions that requires an MSN.

National Certification Policy for Registered Nurses

Purpose: This policy is to provide eligible registered nurses guidance in reimbursement for expenses related to attaining and maintaining national nursing certification from an approved nursing organization.

Scope: All Hackensack Meridian Health (HMH) Palisades Medical Center team members with the title of Registered Nurse including Registered Nurse Per Diem and Registered Nurse Float Pool, as well as nursing unit leaders (supervisors, managers, assistant managers, administrators and directors).

Policy: National Certification enables nurses to demonstrate the expertise and validate their knowledge in a nursing specialty. National Certification promotes improved patient outcomes and increases nursing satisfaction. It is the policy of HMH to advocate for National Certification by providing financial reimbursement and recognition for attaining and maintaining National Certification.

Eligibility: To be eligible for financial reimbursement and continued financial recognition the Registered Nurse must meet the following criteria:

- full-time or part-time employees scheduled for at least 20 hours a week must have satisfactorily completed the introductory/orientation/probationary period
- certification must be on the American Nurses Credentialing Center (ANCC) approved list of certifications
- must be Director level and below
- certification must NOT be part of the professional licensure requirement
- Advanced Practice Nurses are not eligible for annual certification compensation
- Certification must be in the area of employment. The Registered Nurse would be allowed to keep a certification in an area that they are not employed in until they meet eligibility criteria for certification in their area of employment.

Procedure:

1. In order to receive financial compensation for National Certification, the Registered Nurse must take an exam and maintain the certification listed on the HMH approved Certification List.
2. Reimbursement will be for ONE certification only.
3. Once exam has been paid for in full, proof of payment must be submitted into My Way People Soft. Reimbursement will be with in the next two pay cycles.
4. To obtain annual financial compensation proof of passage of the certification exam must be current and reflected in My Way People Soft.
5. This is a one time annual financial compensation.
6. Nurses will receive \$2,500.00 as an annual bonus prorated for part timers based on scheduled hours per week) for certification(s). The \$2,500 annually is the maximum you can receive whether you have one certification or many.

Maintenance of Certification

- A. Certification must be maintained to continue to receive annual financial compensation.
- B. Timely renewal of Certification is the responsibility of each Nurse, and must be obtained according to the rules of the nursing organization which issued the certification.
- C. Proof of valid certification must be reflected in My Way People Soft 2 months prior to annual compensation pay out.
- D. Employees who opt for recertification by examination can submit for reimbursement of the examination fees. The same process as outlined above is to be followed. Employees opting for renewal through submission of continuing education credits will be reimbursed for the renewal fee.
- E. If a certified nurse transfers to another clinical department, the previously held valid certification will be honored until the nurse is eligible for the new departments applicable certification.

B. Education Pay for Certain Non-RNs

Respiratory Therapists who perform pulmonary function tests will receive an additional \$1.25 per hour while performing PFT.

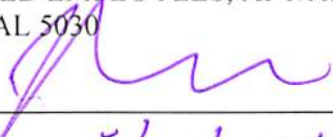
Social Workers who hold a CADC shall receive a \$200 lump sum annual payment effective 9/16/09.

HMH



Date: 5/28/2021

HEALTH PROFESSIONALS AND
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LOCAL 5030



Date: 5/28/2021

Non-economic Proposal #8: Article 29

29. SLEEP DAYS:


~~A. A Registered Nurse regularly scheduled to work the day shift who is assigned to work the night shift shall receive an additional day off with pay prior to returning to the day shift provided she has worked five (5) consecutively scheduled nights.~~

B.A. A Sleep Day will be granted when an employee has worked at least sixteen (16) hours during the twenty-four (24) hour period immediately preceding the shift which is being granted as a Sleep Day. The last eight (8) hours of the sixteen (16) hours worked must have been worked immediately preceding the shift which is being granted as a Sleep Day. The Sleep Day is paid at the employee's regular compensation rate.

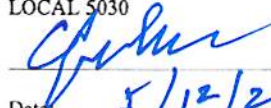
~~C.B.~~ B. **MULTIPLE SHIFTS:**

If an employee works his/her scheduled evening shift, and is available to work the night shift immediately following said evening shift, the hours worked on the night shift will be compensated at two and one-half (2 1/2) times the regular compensation rate, provided he/she works the following evening shift.

PALISADES MEDICAL CENTER


Date: 5/21/2021

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Date: 5/12/2021

HPAE RN & Professional

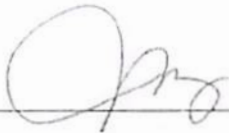
Proposed:
5/5/2021

Employer Counter-Proposal #5: Counter-Proposal to Union Proposal #12

SIDE LETTER Re: Call Outs

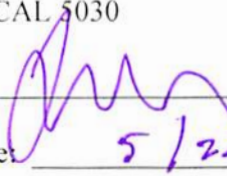
Within ninety days (90) of ratification, the Union and Palisades Medical Center will meet during a Labor/management meeting to discuss the issue of notification of calling out in nursing departments (i.e. no one in nursing office to take call, supervisor not available to take call out, etc.).

PALISADES MEDICAL CENTER



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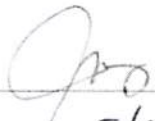
**THE EMPLOYER RESERVES THE RIGHT TO ADD OR SUBTRACT FROM ANY OR ALL
OF ITS PROPOSALS**


Non-economic Proposal #17: 12-hour shifts for Respiratory Therapists

All respiratory therapists are converted to 12-hour shifts on a permanent basis.

PALISADES MEDICAL CENTER

HEALTH PROFESSIONALS AND
ALLIED EMPLOYEES, AFT/AFL-CIO,
LOCAL 5030


Date: 5/21/2021


Date: 5/21/2021

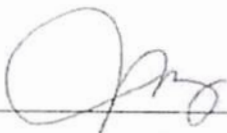
Non-economic Proposal #11: Appendix D

APPENDIX D: SPECIAL FLOAT POOL

A "Special FLOAT Pool" (SFP) makes day shift positions available to evening and night shift RNs as an alternative to resignation. The following provisions shall cover the program:


1. In order to qualify, an RN must be in the employ of the Medical Center for a minimum of eighteen (18) months. The Medical Center may offer a special FLOAT position to an RN when it is imperative for retention purposes that an evening or night shift RN be transferred to the day shift.
2. The RN must agree and understand that in a FLOAT position s/he shall be assigned to any unit and that this assignment will likely change from day to day.
3. An RN in the SFP as a result of this Agreement must bid for the first regular day shift position that becomes available for which s/he is qualified. The RN must continually bid for every regular day shift position that becomes available until s/he is transferred into a regular slot. The RN can always bid for a regular evening or night shift position that becomes available. No preference shall be given to a SFP RN in the bidding process.
4. The total number of SFP positions available to RNs shall never be greater than three (3) full-time equivalent positions. Per diem RNs shall not be counted in this determination.
5. An RN transferring to the SFP shall do so on a voluntary basis. The selection of an RN for the SFP shall be at the sole discretion of the Medical Center and not subject to arbitration.

HMH



Date: 5/28/2021

HEALTH PROFESSIONALS AND
ALLIED EMPLOYEES, AFT/AFL-CIO,
LOCAL 5030



Date: 5/28/2021

Employer's Non-Economic Proposal #23: Rotation and Floating

14. WORK SCHEDULES AND TIME REQUESTS:

14.1 The Medical Center shall post a four (4) week work schedule two (2) weeks prior to the commencement of the schedule period. Requests for time off shall not be unreasonably denied. Once posted, the schedule shall not be changed except by mutual agreement ~~or (2) because of an emergency staffing issue.~~

14.2 In the event of shortages on a particular shift necessitating shift rotation, the Hospital shall first discuss alternatives to rotation and then seek volunteers. As a last resort, available employees shall be rotated in order of reverse seniority on a rotating basis, up to four consecutive weeks maximum unless mutually agreed otherwise. A log of rotation shall be maintained on each unit. Employees who rotate from one shift to another shall receive the appropriate shift differential for that shift or keep their current shift differential, whichever is greater. Four weeks' notice for the need to rotate shifts will be given to the affected employee(s) unless in the case of an unforeseen emergent circumstance and only as a last resort. It is the intent of the Employer to move the employee back to their original shift as soon as practicable. An employee will be given at least 48 hours transition time when moving from one shift to the other.

An employee with ~~ten~~five (5) or more years' seniority who rotates will receive two dollars and fifteen cents (\$2.15) more per hour.

~~14.2 Except in an emergency, an employee who has been continuously employed by the Medical Center for five (5) or more years shall not be required to rotate shifts. For the purpose of this provision, an emergency shall be deemed to exist when the Medical Center determines that it is unable to provide adequate staffing by rotating among those employees who have been employed for less than five (5) years. Coverage for an employee's use of accrued time (excluding sick leave and all leaves of absence) shall not be considered an emergency. Employees over five (5) years seniority may volunteer to rotate to cover an employee's use of accrued time.~~

~~The least senior of the employees on a department/ unit with five (5) or more years' seniority who must rotate due to an emergency will do so only for the time necessary to meet the emergency. A Medical Center deemed emergency shall not exceed 30 days for any single employee. No employee shall be rotated off their shift and be replaced with an agency or Per Diem employee unless for a clinical competency need.~~

~~An employee with five (5) or more years' seniority who rotates will receive two dollars and fifteen cents (\$2.15) more per hour.~~

14.3 Floating is the reassignment of nursing employees, 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.

In the event floating is necessary, which may include but is not limited to instances of high or low census, late call outs, and instances of no call no show, nursing employees in the float pool will be floated first.

A nursing employee may be floated for a shift or any part thereof to a patient care unit within the same clinical competency, provided the nursing employee is qualified as determined by the Hospital. If the nursing employee believes the assignment is beyond his or her skill level, they may raise the issue with the unit leader and or nursing supervisor. If the leader/supervisor agrees, they shall modify the assignment to one that reasonably meets the skills of the nursing employee.

As of June 1, 2021, nursing employees, excluding per diems, with ten or more years seniority who are permanently assigned to specific units or departments, shall not be required to work in another unit or department (i.e., no pulling), except in an emergency or by mutual agreement.

As of June 1, 2022, nursing employees, excluding per diems, with twenty-five years or more years seniority who are permanently assigned to specific units or departments, shall not be required to work in another unit or department (i.e., no pulling), except in an emergency or by mutual agreement.

As of June 1, 2023, all nursing employees shall be required to float, in accordance with this subsection.

For the purposes of this Article, an emergency shall be deemed to exist when the Medical Center determines that it is unable to provide adequate staffing by pulling among its employees who are required to be available to float.

~~The Hospital will make its best effort in floating to "like units" that conform with similar clinical competencies including, but not limited to Emergency Services, Tele/Medical/Surgical, Maternity, Perioperative Services, and Critical care/Stepdown. Floated nurses will be assigned patients within their competency.~~

The Medical Center will make its best efforts to float within the following float districts:

1. ICU, PCU, ED, Cath Lab

2. 3 East, 4 East, 5 East

3. L&D, Post Partum, Nursery, SCN, MFM

4. OR, PACU, Endo, SDS, IR, Cath Lab

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

1. Float pool

2. Staff from outside agencies if their contract permits

3. Volunteers

4. Per diem

5. Core staff in reverse seniority on a rotational basis

Employees, excluding per diems, who have less than five (5) years seniority who float will receive one dollar (\$1.00) more per hour. Employees with five (5) or more years' seniority who float will receive two dollars and seventy-five cents (\$2.75) more per hour.

Assisting colleagues/helping hands:

It is understood that there may be instances staff may have to assist their colleagues in other units during a pandemic or state of emergency. Need is defined as any unexpected situation that may compromise the quality and/or safety of patient care delivery requiring immediate attention. It is understood that this is not the same function as "floating". Staff may be required to temporarily assist other units if doing so does not jeopardize care or increase the workload of the staff remaining in the sending unit. Once the needed assistance is completed, they can return to their home unit.

~~14.3 Nursing employees with five (5) or more years' seniority who are permanently assigned to specific units or departments shall not be required to work in another unit or department (i.e., no pulling) except in an emergency or by mutual agreement. For the purpose of this provision an emergency shall be deemed to exist when the Medical Center determines that it is unable to provide adequate staffing by "pulling" among its employees who have been employed less than five (5) years. If no nursing employees volunteer to float, the least senior of the employees shall float on a rotating basis, beginning with the least senior through the most senior and around to the least senior, etc.~~

~~The Medical Center will make its best efforts to float within the following float districts~~

~~CCU, PCU, ED, Cath Lab~~

~~1. 4 East, 5th floor, Peds~~

~~2. — Peds, Nursery, L&D, Post-Partum~~

~~3. — OR, PACU, Endo, SDS~~

~~No employee will be given an assignment for which she/he has not been adequately trained and is competent to perform the duties required. Palisades Medical Center will provide training and establish competency and will use the N.J. Board of Nursing Practice Act as a resource.~~

~~If an employee is ordered to work in a unit/department other than their permanently assigned unit/department, the employee shall be entitled to pull pay, even if this occurs on an overtime shift. If the employee voluntarily works in a unit/department other than their permanently assigned unit/department, the employee will not be entitled to pull pay unless this occurs during their regularly scheduled shift.~~

- 14.4 WORK PREFERENCE: Preference for all available ~~work time~~extra shifts shall be given to bargaining unit employees over any other individuals. Outside Agency personnel may be utilized after available ~~work time~~extra shifts ~~have~~has been offered to bargaining unit employees who have made themselves available for said work time by so indicating on a daily "Availability List" not later than seven (7) days after the posting of the next monthly schedule. These lists will be maintained in their respective departments and will be made available for review by the Union, upon reasonable notice. In the Nursing Division, "Overtime Availability Forms" will be submitted to a central nursing location. The forms will be made available for review by the Union upon reasonable request.

In the event of call-ins, bargaining unit employees who have made themselves available on said list, followed by bargaining unit employees currently on duty in each respective department, shall be offered said work time prior to utilizing outside agency personnel.

- 14.5 For those employees who work weekends, no Full-Time employee shall work more than four (4) consecutive days without a day off, unless mutually agreed by the employee and the Medical Center

14.6 TEMPORARY REDUCTION OF STAFF ON A DAILY/SHIFT BASIS (FLEXING)

The Hospital retains the discretion to temporarily reduce staffing on a given unit and/or shift after the start of a shift, due to decreased census, decreased volume of work or for other reasons which may arise. Before being flexed, employees will be given as much advanced notice as possible before the need to flex.

~~In the event of flexing the following will apply:~~ Flexing will occur in the following order:

Agency staff extra shift and then agency staff regular shift (if not in conflict with agency contract)

Overtime with additional incentives (i.e. Critical shift)

Overtime in reverse seniority

Per diem in reverse length of service

PTO requests previously denied shall be offered and may be taken upon mutual agreement

Volunteer by seniority

If all above does not apply, then by reverse seniority

Employees who are flexed by management after the start of the employee's shift shall receive a minimum of 2 hours paid notice in addition to any other compensation not to exceed the regular scheduled hours. Staff that initiate the request to be flexed will not be eligible for flex pay.

Employees reduced per above will be given, at the time they receive notice of being flexed, the choice of one of the following options:

Utilizing PTO time, for any portion of the time flexed.

Take voluntary on-call in accordance with on-call procedure as applicable.

At the discretion of the Hospital, cross train to another department, orient to another department or participate in mandatory education modules. Employees can also voluntarily cross-train to another department.

In the event of low or zero census, at the discretion of the employer, staff may be required to assist in other units/departments. It is understood this is not the same function as floating. The staff will not be given a patient care assignment.

A log will be maintained on the unit for tracking and available to all employees.

Managers will not be permitted to assume the work of a flexed employee.

14.5—

HMH

HEALTH PROFESSIONALS AND ALLIED
EMPLOYEES, AFT/AFL-CIO, LOCAL 5038



Date: _____

Date: _____

LPN/Tech

Service/Maintenance

Proposed:

5/29/2021

Modified:

5/30/2021

17. WAGES AND EXPERIENCE RECOGNITION:

17.3 All full time and part time employees shall receive the following increases:

In 2021, either (1) a 2 percent increase added to their base rate, or (2) an adjustment based on the Side Letter [X], whichever is greater, effective the first full pay period after July 1, 2021.

A 2 percent pay increase the first full pay period after July 1, 2022.

After 2022, all eligible full time and part-time employees shall have the opportunity to receive the following increases, pursuant to the HMM-Palisades' Merit-Based Program:

Up to 2 percent merit increase effective the first full pay period after July 1, 2023.

<u>Overall Rating</u>	<u>7/1/2023</u>
	<u>Performance Increase</u>
<u>0.00-2.49</u>	<u>0.00%</u>
<u>2.50-2.99</u>	<u>0.75%</u>
<u>3.00-3.49</u>	<u>1.25%</u>
<u>3.50-3.99</u>	<u>1.50%</u>
<u>4.00-4.49</u>	<u>1.75%</u>
<u>4.50-5.00</u>	<u>2.00%</u>

Prior to implementation of the Merit-Based Program in 2023 both HPAE and Management will meet to discuss the Merit base program during a Labor Management Meeting.

~~Within 45 days after ratification, 2.5% across the board for 2018 with retro pay back to June 1, 2018.~~

~~2nd year 2.5% increase on June 1, 2019~~

~~3rd year step increase on June 1, 2020~~

~~Wage increases applied first, across the board raises second.~~

~~In year three of the Agreement, all employees at or above their respective wage scale will receive a 1.5% across the board raise in lieu of the step.~~

~~All Per Diem employees shall receive a lump sum payment 45 days following ratification equal to 1.25% of base rate, exclusive of all differentials, multiplied by 2017 actual hours worked.~~

PALISADES MEDICAL CENTER

HEALTH PROFESSIONALS AND
ALLIED EMPLOYEES, AFT/AFL-CIO,
LOCAL 5030



Date: 5/30/202

Date: _____

Employer's Non-Economic Proposal #22: Rotation and Floating

14. WORK SCHEDULES AND TIME REQUESTS:

14.1 The Medical Center shall post a four (4) week work schedule of no less than one (1) month, two (2) weeks prior to the commencement of the schedule period. Requests for time off shall not be unreasonably denied. Once posted, the schedule shall not be changed except by mutual agreement, ~~or (2) an emergency staffing issue.~~

14.2 In the event of shortages on a particular shift necessitating shift rotation, the Hospital shall first discuss alternatives to rotation and then seek volunteers. As a last resort, available employees shall be rotated in order of reverse seniority on a rotating basis, up to four consecutive weeks maximum unless mutually agreed otherwise. A log of rotation shall be maintained on each unit. Employees who rotate from one shift to another shall receive the appropriate shift differential for that shift or keep their current shift differential, whichever is greater. Four weeks' notice for the need to rotate shifts will be given to the affected employee(s) unless in the case of an unforeseen emergent circumstance and only as a last resort. It is the intent of the Employer to move the employee back to their original shift as soon as practicable. An employee will be given at least 48 hours transition time when moving from one shift to the other.

~~Except in an emergency, an employee who has been continuously employed by the Medical Center for five (5) or more years shall not be required to rotate shifts. For the purpose of this provision, an emergency shall be deemed to exist when the Medical Center determines that it is unable to provide adequate staffing by rotating among those employees who have been employed less than five (5) years.~~

14.3 Floating is the reassignment of nursing employees 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.

In the event floating is necessary, which may include but is not limited to instances of high or low census, late call outs, and instances of no call no show, nursing employees in the float pool will be floated first.

A nursing employee may be floated for a shift or any part thereof to a patient care unit within the same clinical competency, provided the nursing employee is qualified as determined by the Hospital. If the nursing employee believes the

assignment is beyond his or her skill level, they may raise the issue with the unit leader and or nursing supervisor. If the leader/supervisor agrees, they shall modify the assignment to one that reasonably meets the skills of the nursing employee.

As of June 1, 2021, nursing employees, excluding per diems, with ten or more years seniority who are permanently assigned to specific units or departments, shall not be required to work in another unit or department (i.e., no pulling), except in an emergency or by mutual agreement.

As of June 1, 2022, nursing employees, excluding per diems, with twenty-five years or more years seniority who are permanently assigned to specific units or departments, shall not be required to work in another unit or department (i.e., no pulling), except in an emergency or by mutual agreement.

As of January 1, 2023, all nursing employees shall be required to float, in accordance with this subsection.

For the purposes of this Article, an emergency shall be deemed to exist when the Medical Center determines that it is unable to provide adequate staffing by pulling among its employees who are required to be available to float.

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

1. Float pool
2. Staff from outside agencies if their contract permits
3. Volunteers
4. Per diem
5. Core staff in reverse seniority on a rotational basis

Nursing employees excluding Per diems who have less than five (5) years seniority who float will receive one dollar twenty-five (\$1.25) cents more per hour. A nursing employee with five (5) or more years' seniority who floats will receive one dollar sixty-five cents (\$1.65) more per hour.

Assisting colleagues/helping hands:

It is understood that there may be instances staff may have to assist their colleagues in other units **during a pandemic or state of emergency**. Need is defined as any unexpected situation that may compromise the quality and/or safety of patient care delivery requiring immediate attention. It is understood that this is not the same function as "floating". Staff may be required to temporarily assist other units if doing so does not jeopardize care or increase the workload of the staff remaining in the sending unit. Once the needed assistance is completed, they can return to their home unit.

~~Nursing employees with five (5) or more years' seniority who are permanently assigned to specific units or departments shall not be required to work in another unit or department (i.e., no pulling) except in an emergency or by mutual agreement. For the purpose of this provision an emergency shall be deemed to exist when the Medical Center determines that it is unable to provide adequate staffing by "pulling" among its employees who have been employed less than five (5) years.~~

~~No Nursing Assistant shall be floated to more than one unit in a shift. No Nursing Assistant shall be floated off their unit and replaced with another employee agency, per diem). If no Nursing Assistant volunteers to float on a unit/department with five (5) or more years' seniority, the least senior person shall float.~~

The Medical Center shall continue to make a good faith effort to fill vacant positions. This shall not limit the Medical Center's right to determine when a vacancy exists. Compliance by the Medical Center with Article 11 (Filling Vacant Positions) may result in an increase in shift rotation.

~~14.3~~14.4 The use of outside agency personnel shall be permitted so long as work preference for all available time and assignments is first given to bargaining unit employees.

~~14.4~~14.5 For those employees who work weekends, no full-time employee shall work more than four (4) consecutive days without a day off, unless mutually agreed by the employee and the Medical Center.

14.6 TEMPORARY REDUCTION OF STAFF ON A DAILY/SHIFT BASIS (FLEXING)

The Hospital retains the discretion to temporarily reduce staffing on a given unit and/or shift after the start of a shift, due to decreased census, decreased volume of work or for other reasons which may arise. Before being flexed, employees will be given as much advanced notice as possible before the need to flex.

~~In the event of flexing the following will apply:~~ Flexing will occur in the following order:

Agency staff extra shift and then agency staff regular shift (if not in conflict with agency contract)

Overtime with additional incentives (i.e. Critical shift)

Overtime in reverse seniority

Per diem in reverse length of service

PTO requests previously denied shall be offered and may be taken upon mutual agreement

Volunteer by seniority

If all above does not apply, then by reverse seniority

Employees who are flexed by management after the start of the employee's shift shall receive a minimum of 2 hours paid notice in addition to any other compensation not to exceed the regular scheduled hours. Staff that initiate the request to be flexed will not be eligible for flex pay.

Employees reduced per above will be given, at the time they receive notice of being flexed, the choice of one of the following options:

Utilizing PTO time, for any portion of the time flexed.

Take voluntary on-call in accordance with on-call procedure as applicable.

At the discretion of the Hospital, cross train to another department, orient to another department or participate in mandatory education modules.

In the event of low or zero census, at the discretion of the employer, staff may be required to assist in other units/departments. It is understood this is not the same function as floating. The staff will not be given a patient care assignment.

A log will be maintained on the unit for tracking and available to all employees.

Managers will not be permitted to assume the work of a flexed employee.

HMH



Date: 5/30/2021

HEALTH PROFESSIONALS AND ALLIED
EMPLOYEES, AFT/AFL-CIO, LOCAL 5038

Date: _____

HPAE RN & Professional
HPAE LPN/Tech

Proposed: 3/9/2021


Non-economic Proposal #14:

Side Letter Re: Lab Techs

Side Letter: Lab Techs

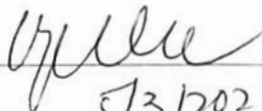
~~The position of Certified Laboratory Technician will be moved from the LPN/Tech Bargaining Unit to the RN/Professional Bargaining Unit. This move does not impact wages and/or benefits.~~

PALISADES MEDICAL CENTER



Date: 4/23/2021

HEALTH PROFESSIONALS AND
ALLIED EMPLOYEES, AFT/AFL-CIO,
LOCAL 5030



Date: 5/3/2021

Non-Economic Proposal #9: Appendix B**APPENDIX B: WEEKEND FLEX EMPLOYEES**

The weekend flex shift classification parameters are as follows:

For the purpose of this section, weekend hours are defined as Friday 2:45 p.m. to Monday 7:15 a.m.

A weekend flex employee may work two (2) twelve (12) hour shifts or three (3) eight (8) hour shifts.

12 HOUR SHIFTS

6:45 a.m. - 7:15 p.m.
6:45 p.m. - 7:15 a.m.
10:45 p.m. - 7:15 a.m.

8 HOUR SHIFTS

6:45 a.m. - 3:15 p.m.
2:45 p.m. - 11:15 p.m.

Breaks and meal periods for the eight (8) hour shift are as per Article 21 of this Agreement.

A weekend flex shift employee must work every weekend and will receive two (2) weekend shifts off every three (3) months. The Medical Center will make every reasonable effort to grant employee's preference when scheduling weekends off.

A weekend flex shift employee's rate of pay will be determined by the "Wage and Experience" clause of this Agreement. Employees will receive forty (40) hours of pay for twenty-four (24) hours of weekend work. An employee will receive forty (40) hours of pay for weekend work only if all scheduled hours are worked. Otherwise, straight time will be paid.

A weekend flex shift employee may volunteer to work hours in addition to the twenty-four (24) required on the weekend. Such employee will receive time and one-half (1 1/2) the regular rate of pay for all hours worked greater than forty (40) hours in a week.

Weekend flex shift employees are considered part-time benefit-eligible classification and will receive benefits in accordance with Article 15.4 and Article 27.2.

The application of shift differential for employees working eight (8) hour shifts will be as per Article 16.1. For employees scheduled to work twelve (12) hour shifts, no shift differential will be paid for the 6:45 a.m. to 7:15 p.m. shift. The night shift differential will be paid for each hour worked on the 6:45 p.m. to 7:15 a.m. shift.

The Medical Center retains the right to decide the number of such weekend flex position that shall be created and in which job titles.

PALISADES MEDICAL CENTER

Date: 5/21/2021

HEALTH PROFESSIONALS AND
ALLIED EMPLOYEES, AFT/AFL-CIO,
LOCAL 5030

Date: 5/26/2021

Non-Economic Proposal #10: Appendix C

APPENDIX C: WEEKEND SPECIAL

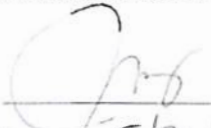
The weekend special classification parameters are as follows:

1. For the purpose of this section, weekend hours are defined as Friday 6:45 p.m. to Monday 7:15 a.m.
2. The weekend special employee must work two (2) twelve (12) hour shifts on each weekend and is required to work three (3) weekends per month. The Medical Center will make every reasonable effort to grant an employee's preference when scheduling weekends off.


The rate of pay will be \$5.00 per hour above the per diem rate for their job title for all hours worked fulfilling the weekend special requirement.
3. The weekend special employee may volunteer to work hours in addition to the twenty-four (24) required on the weekend. All such hours worked will be paid at the regular per diem rate of pay.
4. The weekend special employee will receive time and one-half (1 1/2) the regular rate of pay for all hours worked greater than forty (40) in a week.
5. Breaks and meal periods for the twelve (12) hour shift are as per Article 21 of this Agreement.
6. Weekend special employees are considered part-time benefit eligible classification and will receive benefits in accordance with Article 15.4 and Article 27.2.

The Medical Center shall have the right to decide the number of weekend special positions that will be created and in which job titles.

PALISADES MEDICAL CENTER


Date: 5/21/2021

HEALTH PROFESSIONALS AND
ALLIED EMPLOYEES, AFT/AFL-CIO,
LOCAL 5030


Date: 5/21/2021