

ENGLEWOOD HOSPITAL AND MEDICAL CENTER (the "Employer") and THE HEALTH PROFESSIONALS AND ALLIED EMPLOYEES AFT/AFL-CIO ("the "Union") are parties to a contract in effect through May 31, 2021. The parties have engaged in good faith bargaining for a successor contract and have agreed to the following in full settlement of these negotiations and to resolve any and all issues and controversies between them, as reflected in this Memorandum of Agreement. Both parties agree as follows:

- A. **Ratification.** The agreements reflected herein are tentative and subject to ratification by the Union's membership. The Union's negotiating committee will recommend to the membership that this Memorandum of Agreement be ratified.
- B. **Terms of the Successor Contract.** Both parties agree to modify the terms of the collective bargaining agreement scheduled to expire at 11:59 p.m. on May 31, 2021, as set forth below. Except as modified below, the terms of the agreement shall remain in full force and effect.
- C. **Failure to Ratify.** In the event that this Memorandum of Agreement is not ratified by 5pm, Thursday June 3, 2021, the Employer's offer will revert to the offer that was on the table prior to the Employer's submission of its original Time Limited Last, Best and Final offer on May 26, 2021.

**1. WAGES, INCREASES AND WAGE SCHEDULES:**

**SCHEDULE B STAFF RN WAGE SCALE**

**First Full Pay Period After July 1, 2021 - 4.0%**

- 1.5% across the board base salary increase
- 2.5% market adjustment

**First Full Pay Period After July 1, 2022 - 2.50%**

- 1.5% across the board base salary increase
- 1.0% market adjustment

**First Full Pay Period After July 1, 2023 2.50%**

- 1.5% across the board base salary increase
- 1.0% market adjustment

**Plus anniversary steps each year**

**Longevity Bonus**

**December 31, 2021 - FT and Weekend Flex \$1300; Part time \$700**

**December 31, 2022 - FT and Weekend Flex \$1400; Part time \$800**

**December 31, 2023 - FT and Weekend Flex \$1500; Part time \$900**

**SCHEDULE D RN CASUAL PER DIEM**

**Per Diem**

**First Full Pay Period After July 1, 2021 - 4%**

- 1.5% across the board base salary increase
- 2.5% market adjustment

**First Full Pay Period After July 1, 2022 - 2.50%**

- 1.5% across the board base salary increase
- 1.0% market adjustment

**First Full Pay Period After July 1, 2023 - 2.50%**

- 1.5% across the board base salary increase
- 1.0% market adjustment

**Weekends and Holidays**

**First Full Pay Period After July 1, 2021 - \$53.00**

**First Full Pay Period After July 1, 2022 - \$54.50**

**First Full Pay Period After July 1, 2023 - \$56.00**

**The above terms will be formatted to reflect current contract language consistent with Schedule B – RN Wage Schedule and Schedule D – RN Casual Per Diem Wage Schedule**

**2. PRECEPTOR PAY**

Modify Section 11.11 (B) as follows:

....

B. Preceptor Program

A nurse who volunteers to share in the responsibility of the orientation of an employee may become a preceptor provided the nurse completes the Medical Center's preceptor course. A minimum of one year of experience is recommended.

In order to qualify for the preceptor role the employee must successfully complete, initially and annually, thereafter the required programs specified by the Center for Nursing Practice and meet established standards. The Union may recommend modification and/or supplementation of the preceptor program in the JNPC. If made, the Council shall review and consider such recommendations in good faith.

Once the nurse volunteers, preceptor assignments will be made by the Nurse Manager. The JPC/Nurse Educator collaborates with the Nurse Manager to promote effective learning and positive outcomes in the orientation. Preceptor and orientee will share an assignment. Assignments will be adjusted on the basis of the orientee demonstrating increased learning and the level of experience.

Best efforts will be made to assign the preceptor one orientee.

The Preceptor serves as a role model. In recognition of those qualities, the Medical Center will provide a Preceptor Incentive Program (PIP).

***Effective the first full pay period in July 2021, the preceptor will earn a differential of \$1.50 per hour for every assigned hour spent precepting.***

***Prior to the first full pay period in July 2021, the preceptor earned \$1.50 an hour of educational credit for every hour spent precepting. These credits can be used, from June 1, 2021 through May 31, 2024, for approved educational purposes such as:***

- \* Academic Courses leading to a degree (above tuition reimbursement)
- \* CE Courses (***including mandatory CE classes taken outside EHMC***)
- \* Conferences (may include airfare and hotel costs)
- \* Professional Books and Subscriptions to Professional Journals
- \* Professional Organization Membership Dues
- \* ***RN License Renewal***
- \* ***Additional Uniform Costs above Uniform Allowance (i.e. stethoscope, shoes, compression socks, etc.)***

The total of accrued but unused credits will be displayed on the Preceptor Incentive form. All unused credits will be forfeited ***as of June 1, 2024 or*** upon termination of employment, ***whichever is earlier.*** To utilize the credits the nurses must complete either the CE form or tuition reimbursement form. The Nurse Manager must approve the use of the accrued credits.

Only credits that have been banked can be used. No advancement on credits will be allowed.

### **3. EDUCATION**

Modify Section 3.03 as follows:

...

**F. Competencies:** Annual competencies will be listed on the nursing intranet page ***prior to the end of the first quarter of each year*** and will include the date the competencies are to be completed. If a new competency is added after the initial posting, all employees who are required to complete it shall be given a

reasonable time period to complete after the date of posting, **but no less than thirty (30) days unless extenuating circumstances exist, including the Medical Center determining there is an urgent safety issue that requires a more timely completion.**

**G. For each calendar year, each full-time bargaining unit employee shall be entitled to a minimum of two (2) paid education days of up to eight (8) straight-time hours, and Part Time and Weekend Flex shall be entitled to a minimum of one (1) paid education day of up to eight (8) straight-time hours. Eligibility for the minimum paid education days set forth in this section G shall commence January 1<sup>st</sup> of the calendar year following the date of hire. Requests for and approval to participate in work related educational programs shall be at the Medical Center's discretion, in accordance with the provisions set forth in Section 3.03 herein.**

**Upon approval by the Nurse Manager, these paid education days shall be scheduled by the Nurse Manager at the Medical Center's discretion. Education days shall not be allowed to accumulate and shall be waived if not used within the calendar year.**

**(Previous paragraph G becomes paragraph H.)**

#### **4. VACATION**

Modify Sections 8.06 and 8.07 as follows:

##### **8.06 Vacation Entitlement**

New employees will be eligible to utilize accrued vacation after six (6) months of employment. Where an employee is on a leave of absence, vacation will accrue during any period of paid leave, and will be available to use. **No nurse may request more vacation time than they have accrued or will have accrued at the time of requested vacation. Except as provided in the leave of absence provisions of this agreement, no nurse shall be permitted to take unpaid time off. This provision shall not apply to new hires within the first (6) six months of employment who have received permission from their manager to take unpaid time off in advance.**

##### **8.07 Vacation Scheduling**

Unit vacation guidelines as established by the Medical Center (Schedule L) shall be the minimum used for granting vacation leave during the normal vacation period. **In no case will the minimum used for granting vacation leave during the normal vacation period be less than 1.0 FTE per unit, per shift.** The Nurse Manager or designee shall have discretion to grant vacation in excess of the minimum guidelines. The objective of these guidelines is to allow for all employees on each unit to use their annual vacation entitlement. Approval or denial of vacation requests will be based on operational needs, however, the Medical Center will use best efforts to grant vacation requests beyond the minimum per Schedule L. The guidelines will be evaluated semi-annually based on changes in staff accruals and unit operations **and given to the union.**

...

There will be a two (2) week maximum vacation limit for any individual nurse, with respect to vacation requests ~~for the months of July and August~~ **from the week including Memorial Day to the week including Labor Day each year.** However, such limit may be waived by managers upon request in units/departments where staffing allows for such.

Vacation requests for the period of ~~June 1st~~ **the week including Memorial Day** through December 1st must be submitted no earlier than December 1st and no later than March 31st and requests for the period of December 1st through ~~May 31st~~ **the week prior to the week including Memorial Day** must be submitted no earlier than June 1st and no later than September 30th. Requests submitted after the deadlines will be considered on a first come first served basis.

## 5. NEW JERSEY EARNED SICK LEAVE ENTITLEMENT

Modify section 8.08 as follows:

***The first forty (40) hours of sick leave taken in a calendar year will be in accordance with the New Jersey Earned Sick Leave (“ESL”) law. All ESL hours generally must be taken in full-shift increments. However, ESL hours may be used in partial day increments with advanced approval by the employee’s manager, or in situations where the employee becomes ill at work. Employees may not use ESL time for foreseeable scheduled events during the weeks including Christmas Day and New Year’s Day.***

An employee will accrue sick leave during the one hundred twenty (120) calendar days probationary period but will not be paid for sick leave taken during that time.

Sick leave accrual shall be pro-rated to the last day worked for employees changing status, resigning, or terminating employment. After the probationary period, a Full Time employee shall earn one (1) sick day per month and a Part Time #1 employee shall earn a pro-rated amount on a monthly basis. An employee may accrue sick leave to a maximum of 800 hours.

One vacation day, eight (8) hours for full time or pro-rated for Part Time 1 (4.8 hours), will be added to the vacation bank for each six-month period, January-June and/or July-December, if no sick time, **including ESL hours**, is used during that period.

In the event an employee on sick leave becomes eligible for State Disability, the employee will continue to use accrued sick leave for the duration of the leave. The employee must return state disability monies received to the Medical Center and will have the proportionate amount of sick leave restored concurrently provided the employee is still on paid status. If on unpaid status, the sick leave will be restored upon the employee’s return to work.

Effective immediately, any and all existing practices of paying wages (other than accrued sick leave) during periods of Workers Compensation leave of absence shall be eliminated. Thus, employees on Workers Compensation leave of absence shall not be entitled to continued payment of wages (other than accrued sick leave and accrued vacation leave if requested).

In no event shall an employee on Worker’s Compensation receive in excess of their full income.

## 6. WEEKEND FLEX

Modify Schedule I as follows:

...

3. Weekend flex shift employees working 12 hour shifts who request and are scheduled by the Medical Center to work a partial weekend consisting of one 12 hour shift shall be paid the Weekend Flex rate on a pro-rated basis. Thus, if the employee requests and receives advance approval to work one

twelve-hour shift between Friday 2:45 p.m. and Monday 7:15 a.m., and works that shift she/he would be paid for 18 hours. Weekend flex shift employees working 8 hour shifts who request and are scheduled by the Medical Center to work a partial weekend consisting of one or two 8 hour shifts and works that shift or shifts shall be paid the Weekend Flex rate on a pro-rated basis. Weekend Flex employees are entitled to calling out sick **for their shift without pay, at the Weekend Flex rate**, two times per **calendar** year and if they work a partial weekend will be paid the Weekend Flex rate on a pro-rated basis (such shift shall be deducted from those provided for in paragraph 2 above). Thus, if the employee requests and receives advance approval to work one or two 8 hour shift(s) between Friday 6:45 a.m. and Monday 7:15 a.m., she/he would be paid 12 or 24 hours, respectively. **Such sick time shall not be banked and/or rolled over from one year to another, notwithstanding any other provision of this contract to the contrary.** A Weekend Flex employee who arrives late for their shift by one hour or less shall be paid time and one-half for all hours worked that weekend.

A Weekend Flex employee working a partial weekend due to bereavement will receive their regular rate of pay for that day(s). Bereavement shall be as defined in 8.10.

...

6. A weekend flex shift employee will not receive vacation, holiday, or holiday compensatory days or sick time (**including New Jersey Earned Sick Leave**), **except as referenced in paragraph 3, above**, but will receive the other benefits provided for in this agreement, such as differentials and holiday pay. When Christmas and New Years fall on weekends, Weekend Flex employees may request one of the holidays off without pay as one of their scheduled weekends off.

## **7. PROCEDURAL AREA FLOAT POOL**

### **Memorandum of Agreement Regarding Creation of Procedural Area Float Pool**

The Hospital agrees to create a Procedural Area Float Pool to cover the following areas: Endoscopy, Cardiac Cath Lab, Stress/IR, Berrie Pre/Post, Operating Rooms and PACUs, SDS and PAT. Nurses assigned to the Procedural Area Float Pool shall be assigned patients for whom they have current core clinical competencies as defined by the Medical Center.

The Medical Center agrees to post the following positions on or before July 1, 2021:

- 1 FT (1.0 FTE) RN position
- 1 PT (0.6 FTE) RN position

The Medical Center agrees to post the following positions on or before December 1, 2021:

- 1 FT (1.0 FTE) RN position
- 1 PT (0.6 FTE) RN position

## **8. MEMORANDUM OF AGREEMENT REGARDING ADDITIONAL POSITION**

The Medical Center agrees to post the following position on or before July 1, 2021:

- 1 FT (1.0 FTE) RN position on Infusion

## **9. SCHEDULE J-1**

Modify Schedule J-1 as follows:

**SCHEDULE J-1 CORE STAFFING**

UNIT		Maximum Patients Per RN		
		A	B	C
<b>MEDICAL/SURGICAL – 8D</b>		1:6**	<del>1:6**</del>	1:86**
CARDIAC 7D	STEP DOWN	1:4**		1:4
	TELEMETRY	1:6	<del>1:6</del>	1:6
CARDIOPULMONARY – Dean 6 Tele & Med/Surg Med/Surg		1:6**	<del>1:6**</del>	1:6**
		<del>1:6</del>	<del>1:7</del>	<del>1:8</del>
<b>MEDICAL/RENAL SURGICAL– 3NW COHEN</b>		1:6**	<del>1:6**</del>	1:86**
<b>NEURO/VASCULAR ONCOLOGY – 54D</b>		1:6**	<del>1:6**</del>	1:86**
INFUSION - *		25 or above patients 4-5 RNS Under 25 3-4 RNS Based on patient mix of chemo, injections, blood, IV infusions		
4 EAST		1:6**	1:7**	1:8
PEDIATRICS+		1:5	<del>1:5</del>	1:75
MOTHER/BABY		1:4 Couplets	<del>1:4</del> Couplets	<del>1:6</del> Mothers <b>1:4 Couplets</b>
NURSERY		1:8 (Babies)	<del>1:8</del> (Babies)	1:8 (Babies)
<del>2 West</del> <b>SAME DAY SURGERY</b>		1:6	1:6	
2 Kaplen		1:6 **	<del>1:6**</del>	1:86**

+ Adjusted based on Med-Surg admissions

\*\*RN/CM 1:4 for charge assignment for A & B shift

UNIT	WEEKDAYS	
	A	C
M/SICU	1:2	1:2
*PCU	1:3	1:3
CTICU	1:1 1:2 when stable	1:1 1:2 when stable
NICU	1:2	1:2
Intermediate	1:3	1:3
Growers/feeders	1:4	1:4

\* Need to adjust based on ICU patients and/or med/surg borders

LABOR & DELIVERY	SHIFT	WEEKDAY	WEEKEND
	7A – 7P	5 - 6	4
	9A – 9P	0	0
	7P – 7A	3 – 4	3
	9P – 7A ON CALL	1 - 0	1

HEMO/APHERESIS Acute Only	A 1:2 Critical Care 1:1	8A – 6P CALL 6P – 8A SUN – 24 HOURS HOLIDAY		
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Berrie Pre/Post			Number of scheduled patients per day based on ASPAN standards		
Charge RN as per past practice.			PHASE I	PHASE II	PHASE III
			1:2	1:3	1:3/5
			Pain – Pre-Post (1) RN when scheduled cases Pediatric pre-post (1) RN when scheduled cases		
Berrie OR			1 RN/Room Scheduled		
Charge RN as per past practice.			1 RN for Break/Turnover Coverage		
OR	SHIFT	RNS			
	Charge RN as per past practice. 1 RN/Room Scheduled 1 RN for Break/Turnover coverage		SATURDAY 1 RN 7A – 3P or 1 RN 7A – 7P and 1 RN 11A -11P	SUNDAY 1 RN 7A - 3P 1 RN 3P – 11P CALL 1 RN 11P – 7A CALL OR 1 RN 7A – 7P 1 RN 7P – 7A ON CALL	
Cardiac OR	6:30 A – 6:30 P	2			
PACU	Charge RN as per past practice. 1 RN in Holding area 7:30A-5P  Number of scheduled patients per day based on ASPAN standards PHASE I – 1:2  Adjusted based on ECT and pediatrics				
PAT	2 -3 7A – 5P (2) Staggered				

HOME CARE				SHIFT	RNS	WOUND CARE	RNS	
			ENDO 25-30 patients/day	MON-FRI 7A-7P	7-8	8A-4P  8:30A-4:30P  (MON-	1 1	

						TUES)		
Home Health 20-25 visits per RN/week								
1 ADMIT = 2 VISITS								
CLINIC		MON	TUES	WED	THURS	FRI		
	8A-12N	6-8	6-8	7-8	6-7	6-7		
	12N – 4P	4-5	4-5	7-8	6-7 (3 - 9:30A – 5:30P)	6-7		

EMERGENCY ROOM	SHIFTS	RNS		MONDAY-FRIDAY
	7A 11A 7P 11P	6 9 9 6	RADIOLOGY  RADIATION/ONCOLOGY STRESS  CARDIAC CATH	14 RNS 7:30A-3:30P=2 8A-4P=1 9A-5P=1 10A-6P=1  7A-3P=1  7A-3P=2 8A-4P=1  6A-7A=3 7A-6P=6-7 6P-7P=4 7P-9P=2 2 RNS ON CALL 24 HR SAT & SUN* *Based on On-Call section 11.08
			Cardiac Rehab	M-W-F 1:5 Monitored Patients:
	<b>SHIFT</b>			
MCH FLOAT	A B C		MEDICAL/SURGICAL FLOAT	A B C
7 days/week	1 1 1		Monday-Friday Saturday-Sunday	2 3 1 2 2 3
ICU FLOAT	A 2 (7 days)	C 2 (7 days)		

## 10. CASUAL PER DIEM EMPLOYEE

Modify Section 4.05 to add the following as the last paragraph:

...

***The Medical Center agrees to post a temporary, full-time assignment for each unit and shift where there is a need to contract with a traveler agency nurse to cover for a posted vacancy, nurse on orientation and/or a bargaining unit employee on a leave of absence. The postings for such temporary, full-time assignments will be limited to per diem nurses assigned to either the unit or the float pool covering the unit where the need exists, and will include the anticipated duration of the temporary assignment. In the event a per diem bargaining unit employee agrees to accept such a temporary assignment, the employee agrees that they will be required to work a full-time schedule through the end of the temporary assignment period. Temporary assignments may be extended by mutual agreement between the Medical Center and the employee.***

***Upon successful completion of a temporary, full-time assignment, the Medical Center reserves the right to pay the employee a Temporary Assignment Completion Bonus of up to \$1,500.00 for a thirteen (13) week assignment. This Temporary Assignment Completion Bonus may be prorated for any temporary assignment less than or greater than thirteen (13) weeks that is mutually agreed upon, and shall be paid following the successful completion of the temporary assignment. Under no circumstances will an employee be eligible for the Temporary Assignment Completion Bonus if they fail to complete their temporary, full-time assignment and/or any extension thereto.***

## 11. HOLIDAYS

Modify section 8.01 as follows:

...

	2021	2022	2023	2024
New Year's Day		1/1/22	1/1/23	1/1/24
Martin Luther King's Birthday		1/17/22	1/16/23	1/15/24
President's Day		2/21/22	2/20/23	2/19/24
Memorial Day		5/30/22	5/29/23	5/27/24
Independence Day	7/4/21	7/4/22	7/4/23	
Labor Day	9/6/21	9/5/22	9/4/23	
Thanksgiving Day	11/25/21	11/24/22	11/23/23	
Christmas Day	12/25/21	12/25/22	12/25/23	
(or Hanukkah)	11/28/21	12/18/22	12/7/23	

...

Full Time and Part Time #1 employees regardless of classification, agree to work either Christmas Day or ***the immediately following*** New Year's Day each year.

...

## 12. CERTIFICATION DIFFERENTIAL

Modify section 11.07 as follows:

After the probationary period, a Full Time, Part Time I or Weekend Flex Registered Nurse or Care Manager who receives certification by a nationally recognized professional credentialing organization shall receive a differential of six hundred dollars (\$600.00) per year for full time employees and four-hundred dollars (\$400.00) per year for Part Time I and Weekend Flex employees. The differential shall be effective on the effective date of the certification. Payment of the differential for the initial year and for renewals is contingent upon submission of the certification within 60 days of the date the recipient receives notice that the certification has been granted or renewed. It is the responsibility of the employee to submit the certification to her manager **the HRIS Data Specialist in Human Resources** within the above time frame. The employee shall receive, upon request, documentation from ~~the manager and~~ **Human Resources** confirming the date the certification was submitted.

### **13. TRANSFER AND PROMOTION**

Modify section 5.09 as follows:

....

The Employer shall e-mail a copy of each posting, in Excel and PDF format, to the Union on the first (1<sup>st</sup>) and fifteenth (15<sup>th</sup>) of each month. Any interested employee with a satisfactory work record must request in writing to the manager of the unit to which she/he is applying for a transfer or promotion to fill such a vacancy provided that the employee has the necessary qualifications to perform the job. ***Employees' whose work record might have been deemed unsatisfactory but who successfully completed a remediation plan issued at management's discretion, and who has not been disciplined following their completion of said remediation plan, will be eligible for consideration for transfer and promotion.***

Eligibility for transfer shall be limited to employees with at least one (1) year of continuous service with the Medical Center. However, this limitation shall not apply to employees seeking change of status within her/his unit. First consideration to fill Staff RN and LPN vacancies will be given to existing bargaining unit members subject to qualifications set forth in the job description. Bargaining unit members who are on a leave of absence with a return to work date of less than 45 days from the date of posting shall be eligible to bid for transfer to a position within their unit. Upon the award of this transfer, the employer may post the employee's former position to be back-filled. Consideration to fill Care Manager vacancies will be given to existing bargaining unit members subject to qualifications set forth in the job description, provided however that the Employer reserves the right to hire Care Managers from outside the bargaining unit in all cases. If the Employer, in its sole and exclusive discretion, determines that skill, ability and qualifications among existing bargaining unit employees and outside applicants for a Care Manager job are equal, the Employer shall select the existing bargaining unit employee with the greatest bargaining unit seniority.

....

### **14. WAGES AND EXPERIENCE**

Modify section 21(C) as follows:

...

(C) Experience Credit:

- a. All employees will move one step on the wage schedule on the anniversary of their date of hire.

***b. All newly hired RNs/LPNs will be given one (1) year experience credit for each of the first fifteen (15) years of experience (using the CBA definition of qualifying experience). The maximum hiring step for nurses shall be at the experience level of fifteen (15) years using the current CBA definition of qualifying experience. There shall be no distinction made for part-time or full-time work.***

(D) The Medical Center shall have the discretion to establish a program under which sign on bonuses of up to \$10,000 may be paid at management's sole and exclusive discretion to new hires into the bargaining unit. Upon request management shall share information on this program with the union.

(E) All agreed upon increases in wages and differentials shall be effective on the first day of the first complete pay period following the specified effective date of the wage or differential increase.

**15. GROUP MEDICAL BENEFIT PLAN CONTRIBUTIONS**

Modify Article 10.01 (C) as follows:

Effective June 1, 2021, contribution schedules per pay period, will be as follows:

1. Englewood 3 Tier Plan	Full Time	Part Time 1
Single	<b>\$42.75</b>	<b>\$94.01</b>
Parent/Child	<b>\$85.17</b>	<b>\$170.34</b>
H/W	<b>\$98.95</b>	<b>\$204.75</b>
Family	<b>\$128.32</b>	<b>\$256.57</b>
2. Point of Service		
1 Party	<b>\$85.49</b>	<b>\$128.28</b>
2 Party	<b>\$178.13</b>	<b>\$267.20</b>
3+ Party	<b>\$230.29</b>	<b>\$368.46</b>

Effective January 1, 2022 and annually thereafter, employee contribution increases will be equivalent to the percentage increase to the premiums, but in no event will any contribution increase by greater than 5%.

**16. GROUP DENTAL BENEFIT PLAN CONTRIBUTIONS**

Modify Article 10.02 (C) as follows:

(C) Effective June 1, 2021 Contribution schedules per pay period, will be as follows:

Dental and Vision	Full Time	Part Time 1
1 Party	<b>\$6.59</b>	<b>\$12.08</b>
2 Party	<b>\$19.80</b>	<b>\$32.97</b>
3 Party	<b>\$29.02</b>	<b>\$52.78</b>

Effective January 1, 2022 and annually thereafter, employee contribution increases will be equivalent to the percentage increase to the premiums, but in no event will any contribution increase greater than 5%.

#### **17. EFFECTIVE DATE AND DURATION**

Modify section 22 as follows:

(A) This agreement except as otherwise stated, will be effective from June 1, 2021 at 12:01 AM and will remain effective until 11:59 PM May 31, 2024 and from year to year thereafter unless terminated as provided in Article 23.

...

#### **18. JOINT NURSING PRACTICE COUNCIL**

Include the following new letter of understanding:

##### **Letter of Understanding**

***Pursuant to Section 3.06 of the contract, the parties agree to mutually designate a facilitator to attend one (1) meeting of the Joint Nursing Practice Council prior to December 31, 2021, to aid, promote and enhance the functioning of JNPC. The cost of the facilitator will be equally shared.***

#### **19. FUTURE PANDEMIC RESPONSE PLAN**

Include the following new letter of understanding:

##### **Letter of Understanding**

***At the start of any pandemic, Englewood Hospital and Medical Center shall provide HPAE Local 5004 with relevant information within a reasonable timeframe. HPAE Local 5004 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, EHMC leadership may designate a point of contact for the Union. Similarly, at the start of the pandemic, HPAE Local 5004 will designate a point of contact who will serve as the conduit of all relevant information. Any concerns that HPAE Local 5004 may have will be presented by this representative to EHMC's designee. EHMC's designee will meet with HPAE Local 5004's point of contact within a reasonable timeframe. The parties will agree on the appropriate format for the exchange of information at the outset of the pandemic.***

#### **20. SCHEDULING AND ACUITY SYSTEMS**

Include the following new letter of understanding:

##### **Letter of Understanding**

##### **ELECTRONIC SCHEDULING SYSTEM**

***The parties agree that the implementation of any electronic scheduling system will not be in conflict with contract sections 6.04 Work Schedules, 6.05 Weekend Rotation and Premium, 6.09 Work Preference, 6.10 Work Availability or any contract sections regarding holiday and vacation***

**scheduling. Further, the Union reserves the right to bargain over effects of an electronic scheduling system for its members.**

**ACUITY SYSTEM**

**The parties agree that implementation of any acuity system will not be in conflict with contract section 3.05 Staffing.**

*John O'Dea*

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John C. O'Dea  
Director, Employee and Labor Relations  
Englewood Hospital and Medical Center

5/31/2021

Date

*ALBarden*

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ALBarden (May 31, 2021 20:39 EDT)

Alice Barden  
President  
HPAE, Local 5004

5/31/2021

Date

# Memorandum of Agreement 05312021

Final Audit Report

2021-06-01

Created:	2021-05-31
By:	John O'Dea (john.O'dea@ehmchealth.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0SS6LdT1KuBirAp3EHP90icDbOqRFNkF

## "Memorandum of Agreement 05312021" History

-  Document created by John O'Dea (john.O'dea@ehmchealth.org)  
2021-05-31 - 10:42:03 PM GMT- IP address: 206.223.67.159
-  Document emailed to ALBarden (albarden@live.com) for signature  
2021-05-31 - 10:42:44 PM GMT
-  Email viewed by ALBarden (albarden@live.com)  
2021-05-31 - 10:47:07 PM GMT- IP address: 63.117.187.4
-  Document e-signed by ALBarden (albarden@live.com)  
Signature Date: 2021-06-01 - 0:39:57 AM GMT - Time Source: server- IP address: 63.117.187.4
-  Agreement completed.  
2021-06-01 - 0:39:57 AM GMT