

HACKENSACK MERIDIAN *HEALTH*

AND

**HEALTH PROFESSIONAL AND ALLIED EMPLOYEES
LOCAL 5097**

EFFECTIVE: May 31, 2021

MEMORANDUM OF AGREEMENT

Hackensack Meridian *Health* (The Harborage) 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 Friday, July 16, 2021, at 11:59 p.m. If it is not accepted by then, without a work stoppage, picketing, handbilling, or other concerted activity, and or all provisions attached hereto will be withdrawn.

Tentative Agreements

- **Article 35, Effective Date and Termination**, as proposed by the Union on April 15, 2021.
- **Article 16, Wages and Experience Recognition**, as proposed by the Employer on June 30, 2021.
- **Article 28, Tuition Reimbursement**, as proposed by the Employer on May 24, 2021.
- **Side Letter: Pandemic Preparedness & Review Committee**, as proposed by the Employer on June 22, 2021.
- **Side Letter: CNA Training Program**, as proposed by the Employer on May 24, 2021.
- **Article 34.6, Employee Staffing Forms**, as proposed by the Employer on May 24, 2021.
- **Side Letter 3: Contract Cleanup**, as proposed by the Employer on April 15, 2021.

For the Employer:

For the Union:

By: stefanie aber, SVP

By: _____

The Harborage – Palisades
Medical Center
HPAE Local 5097

Proposed: 4/15/2021

Union Proposal #5

ARTICLE 35: EFFECTIVE DATE AND TERMINATION

The term of this Agreement will be May 31, 2021 to May 31, 2023.

HMH

HEALTH PROFESSIONALS AND
ALLIED EMPLOYEES, AFT/AFL-CIO,
LOCAL 5097

stefanie aber

Date: 7/7/21

Date: _____

ARTICLE 16. WAGES AND EXPERIENCE RECOGNITION

16.1 ~~Each employee will receive the following wage increases: a. An across the board wage increase in each year of the Agreement equal to:~~

2.00% retroactive to May 31, 2021 starting the second pay period after ratification.

2.00% effective the payroll starting May 31, 2022.

~~5 % effective the payroll starting May 31, 2022.~~

~~4.5% effective the payroll starting May 31, 2023.~~

~~Base wage increases will be applied first across the board, raises second.~~

b. New WageHire Rates: will remain the same for the life of the contract.

Job Title	Pay*
Nurse's Aide	\$11.50 \$15.50 \$15.00
Certified nurse's aide	See experience scale \$15.25
Unit Clerk	\$13.00 \$15.00
Recreation Aide	\$12.00 \$15.00
Receptionist FT	\$13.00 \$15.00
Receptionist PT	\$11.75 \$15.00
Housekeeper & Laundry	\$12.00 \$15.00
Machine Operator I	\$12.25 \$15.00
Machine Operator II	\$12.00 \$15.00
Maintenance Person	\$15.50 \$15.50

*In 2021, current employees will receive either (1) a 2.00 % increase applied to their current base, or (2) an adjustment based on this scale, whichever is greater.

The hire rate for per diem employees shall be ~~\$14.25~~ **15.50** and shall remain at this rate for the term of the Agreement.

ANNIVERSARY BONUS Employees will receive a five-hundred dollars (\$500) lump sum bonus on the twentieth (20th) anniversary of their employment.

Error in Paycheck: When an error in pay is made by the Harborage, the corrected amount will be given to the employee in a separate paycheck during the next off cycle payroll run date following the awareness of the error.

The Employer reserves the right to modify, add to, delete, or otherwise revise its proposals during the course of the negotiations

~~16.2 CNA Experience Scale: CNAs with the experience listed below, are eligible for the applicable starting wage rates. The wage rates listed below are not subject to the rate increases outlined in Article 16.1 above.~~

Years of Experience	Pay
0-4	\$12.25 \$16.00
5-9	\$13.00 \$16.50
10+	\$14.00 \$17.00

16.2 Seniority Recognition: Effective September 5, 2021, certain Only Team Members in the following categories as of September 5, 2021 will receive a one-time increase in their base rate based on years of service, according to the following scale:

<u>Years of Service</u>	<u>Increase</u>
<u>11-20</u>	<u>\$0.25</u>
<u>21+</u>	<u>\$0.50</u>

~~Labor Market Rate Adjustment for current employees based on years of seniority as of May 31, 2021;~~

Years of Seniority	Added to base rate for market adjustment
5-10	\$1.75
11-15	\$2.00
16-20	\$2.25
21+	\$2.50

~~16.2 (A) Hero pay at a rate of \$20.00 per hour will be offered to all members for all hours worked at the start of any pandemic or state of emergency. The hazard pay will be retroactive to March 1, 2020, for all hours worked during this current pandemic.~~

16.3 Preceptor Program: Employees who are assigned to participate in the training or tutoring of other employees shall receive a differential of one dollar and twenty-five cents (\$1.25) per hour. The differential shall be paid to each employee only for time functioning as Preceptor. Employees will only precept with mutual agreement between management and the employee.

HMH

HEALTH PROFESSIONALS AND ALLIED
EMPLOYEES, AFT/AFL-CIO, LOCAL 5097

stefanie aber

Date: 7/7/21

Date: _____

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Employer's Counter-Proposal #1: Counter-Proposal to Union #3

ARTICLE 28. TUITION REIMBURSEMENT

28.1 Policy Hackensack Meridian Health's Long-Term Care seeks to maintain a workforce possessing the skills required for successful operations to further advance the Hackensack Meridian Health Culture of Excellence. The responsibility for professional development rests with each team member, but Hackensack Meridian Health provides assistance to accomplish this purpose. The Tuition Assistance Policy provides financial assistance for approved courses or degree programs with relevance to the team member's current job or future employment within Hackensack Meridian Health Long Term Care.

In support of team members' educational pursuits, and in accordance with Hackensack Meridian Health's Tuition Assistance Policy, which is incorporated herein by reference. Hackensack Meridian Health Long Term Care provides reimbursement of a portion of approved tuition expenses as follows: Based upon budgeted hours, (100% up to ~~\$5,000~~ **5,250**, less if not F/T employee) per calendar year of eligible expenses will be considered for coursework. All degrees and related majors must be pre-approved and in accordance with this policy. Tuition assistance benefits are based on a standard calendar year: January 1 through December 31.

Team members enrolled to take courses should attend the courses before or after regularly scheduled work hours, to not interfere with their normal work schedule. It is the team member's responsibility to consider this scheduling requirement when selecting a school, program, and/or course.

28.2 Eligibility Tuition Assistance is available to:

1. All regular full-time team members (36 hours or more per week) who have successfully completed one year of employment with Hackensack Meridian Health Long Term Care prior to the first day of the first school term of an eligible course/program of study. Full-time team members are eligible for 100% of the tuition cost for each course to a maximum of ~~\$5,000~~ **5,250** per calendar year.

2. Part-time team members who work more than 20 to less than 36 hours per week and have successfully completed one year of 90 days of continuous employment with Hackensack Meridian Health Long Term Care prior to the first day of the school term of an eligible course/program of study are eligible for 50 an annual part-time benefit amount of up to 100% of the tuition cost for each course to maximum of \$2,500 **\$2,625 per calendar year.**

~~3. Team members who have a performance rating of "Satisfactory" or above for the most recent performance evaluation period and are not on "Probation" and have no active disciplines as a~~

The Employer reserves the right to modify, add to, delete, or otherwise revise its proposals during the course of the negotiations.

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result of any Corrective Action or Performance Improvement Plan. A team member must meet the eligibility requirement each time a program or course pre-approval or payment is made.

28.3 Approval and Payment Tuition assistance payments are dispersed via the following:

Each eligible Team Member must complete a Tuition Reimbursement Form (which can be obtained from your Administrator) and get all necessary approval signatures (DON and Administrator). Upon completion, submit the form to your Administrator. The Administrator will then forward to HMQC (Hackensack Meridian Quality Care). Once HMQC receives the Tuition Reimbursement Form, they will then set up an interview with the Team Member and Chief Nurse Executive.

28.4 Benefit Limits Tuition assistance benefits are subtracted from the calendar year in which the course/term begins, not when the benefit is paid. The tuition assistance benefit year runs from January 1 through December 31. In other words, if your course begins in December 2011 but does not end until February 2012, the benefits used for that course would be subtracted from the 2011 benefit year/limit. Annual benefit maximum shall not exceed \$5,000 ~~5,250 for FT and \$2,625 for PT.~~

Unused tuition assistance amounts below the maximum do not carry forward into the next year.

HMH

stefanie aber

Date: 6/30/2021

HEALTH PROFESSIONALS AND ALLIED
EMPLOYEES, AFT/AFL-CIO, LOCAL 5097

[Signature]

Date: 6/22/2021

The Employer reserves the right to modify, add to, delete, or otherwise revise its proposals during the course of the negotiations.

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Employer’s Modified Non-Economic Counter-Proposal #4: Counter-Proposal to Union #10

Pandemic Preparedness & Review Committee

Hackensack Meridian *Health* (“HMH”) reaffirms its commitment to providing a safe workplace for all team members, which includes supplying PPE, fit testing staff, and providing other related training as appropriate.

In addition, in accordance with the CEO Coalition’s Declarations of Principles (the “Declaration), HMH 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.

In furtherance of the Declaration, HMH will work to advance open communication between team members and leaders so members feel safe to speak up and provide resources to assess and support team members’ emotional and social health. HMH 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, HMH 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, HMH 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 HMH’s designee. The parties will agree on the appropriate format for the exchange of information at the outset of the pandemic.

HMH



Date: 6/22/2021

HEALTH PROFESSIONALS AND
ALLIED EMPLOYEES, AFT/AFL-CIO,
LOCAL 5097

Date: _____

Employer's Counter-Proposal #2: Counter-proposal to Union Proposal #9

By August 30, 2021, the Harborage shall commence a training program providing ten hospitality aides the opportunity to transition to the CNA designation after completion of a 120-hour course and the successful passing of the relevant CNA examination.

HMH

HEALTH PROFESSIONALS AND ALLIED
EMPLOYEES, AFT/AFL-CIO, LOCAL 5097



Date: 7/7/2021

Date: _____

The Harborage – Palisades
Medical Center

Proposed: 5/24/2021

HPAE Local 5097

Employer's Counter-Proposal #3: Counter-Proposal to Union #13.

ARTICLE 34.6: Employee Staffing Forms

~~The Union and the Harborage agree to develop Employee Staffing forms within the first three (3) months of this Agreement. The~~ Employee Staffing forms will be accessible to the CNA staff to report their staffing and resident safety concerns. Employee Staffing forms will serve as a formal mechanism for reporting and tracking real time staffing and resident safety concerns to the Harborage. The Harborage shall investigate and respond to serious concerns raised in the Employee Staffing forms in a timely manner.

HMH

HEALTH PROFESSIONALS AND ALLIED
EMPLOYEES, AFT/AFL-CIO, LOCAL 5097

stefanie aber

Date: 7/7/21

Date: _____

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HPAE Local 5097
The Harborage – Palisades
Medical Center

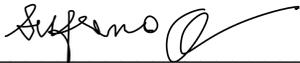
Proposed: 4/15/2021

Union Proposal #6: Side Letter of Agreement 3

~~If the HPAE bargaining units at Southern Ocean Medical Center and Jersey Shore University Medical Center maintain language in their contracts providing for “immediate access to ESL,” then the Harborage agrees to include “immediate access to ESL” language into the relevant contract provisions.~~

PALISADES MEDICAL CENTER

HEALTH PROFESSIONALS AND
ALLIED EMPLOYEES, AFT/AFL-CIO,
LOCAL 5097



Date: 6/22/2021

Date: _____