TENTATIVE AGREEMENT

Between

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

And

JERSEY SHORE UNIVERSITY MEDICAL CENTER

This Tentative Agreement includes the Company's final offer containing favorable changes and concessions. It remains open until October 23, 2022 by 11:59 p.m. If it is not accepted by then, without a work stoppage, picketing, handbilling or other concerted activity, any or all provisions with be withdrawn.

The Company and the Union have tentatively agreed to the attached changes to the collective bargaining agreement. This Tentative Agreement is subject to corporate approval and ratification by the members of the bargaining unit.

Jersey Shore University Medical Center	Local 5058 Health Professionals and Allied Employees AFT/AFL-CIO
By: Katie Luciani 10/12/2022	By:

Employer Proposal # 6

HPAE RN JSUMC **TA 9.12.22**

3. NURSE PRACTICE ISSUES

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3.04 **Staffing**

Sent 9/15

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B. **STAFFING STANDARDS**

Staffing on units will be determined by patient needs and census. The workload for Registered Nurses shall be determined by the needs of the patients.

1. **Emergency Department Staffing ~~Committee~~:**

~~The Union and Hospital agree to continue the Emergency Department Staffing Committee. There shall be an equal number of participants selected by the Union and the Hospital (maximum of 4 each). A representative from the Union and Hospital shall co-chair the committee. The committee will review and address issues of staffing, staffing patterns and patient care delivery models for the purpose of providing quality patient care.~~ The Union and Hospital agree the Emergency Department staffing meeting shall be part of the regularly scheduled staffing committee meeting. Additional members may participate to speak on specific issue. The agenda shall include ~~committee will~~ reviewing and addressing issues of staffing, staffing patterns and patient care delivery models for the purpose of providing quality patient care in the ED . However if needed the Union or the Employer may schedule additional meetings specific for the ED discussions. [MOVE TO 3.04(f)]

~~In addition~~, ~~t~~The following staffing shall apply:

(a) The ED charge nurse may be required to have a patient care assignment.

(b) Triage RN is an assignment to provide triage services throughout the ED, including but not limited to patient rooms and overflow areas. Triage is not an assignment to a specific location (internal triage). The minimal triage staffing assignments will be provided as follows: ~~Triage staffing will be dictated by patient needs and census.~~

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

Triage staffing may be increased and will be dictated by patient needs and census.

(c) Pedi ED RN – one (1) triage Pedi RN from ~~11~~ 7 am to 11 pm.

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

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HMH – Jersey Shore University Medical Center

Katie Luciani

Date: 9/12/2022

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

Fred [illegible]

Date: 9/15/2022

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

3. NURSE PRACTICE ISSUES

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3.04 Staffing

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C. STAFFING PROCEDURES

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

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

HMH – Jersey Shore University Medical Center

Katie Luciani

Date: 10/12/2022

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

Date: 10/12/2022

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3. NURSE PRACTICE ISSUES

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3.05 ~~**Special Labor/Management Committee**¶~~

~~The Special Labor/Management Committee with equal representation from HPAE Local 5058 and the Hospital shall continue to assess the existing Performance Based Compensation tool.¶~~

~~The Committee shall:¶~~

~~Review the Performance Based Criteria Indicators for all units.¶~~

~~Develop more specific job-related criteria as part of the Performance Evaluation System.¶~~

~~Review the actual results of the Performance Based Compensation tool after each year of its operation and shall make recommended changes for the following year.¶~~

~~Individual managers or supervisors may not add to or alter the criteria or indicators of the tool.¶~~

~~The E-assessment tool implemented for the 2009 evaluations shall remain in effect for the duration of this contract unless changes are mutually agreed upon between the Union and the Employer. The overall performance score shall be calculated using the following percentages:¶~~

~~The Team Member Competencies shall account for 25% of the overall performance score.¶~~

~~The Nursing Process Standards and Professional Development shall account for 75% of the overall score¶~~

~~1. Nursing Process shall account for 75% of the 75%¶~~

~~2. Professional Development shall account for 25% of the 75%¶~~

~~If performance evaluations are grieved pursuant to Section22.01(G), they shall first be submitted to the committee for review prior to advancing to the 2nd step of the grievance and arbitration process outlined in the contract. The committee shall consist of three individuals selected by the hospital and three selected by the union.~~

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HMH – Jersey Shore University Medical Center

Katie Lucani

Date: 10/11/2022

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

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Frederick De Luca
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Date: 10/11/2022

Employer Proposal # 5

HPAE RN JSUMC

Proposed 07/29/22
TA 8/23/22

3. NURSE PRACTICE ISSUES

3.04 Staffing

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D. CRITERIA FOR PATIENT CARE UNITS

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

1. **Management**

. . .

(c) The Hospital shall provide the National Certification reimbursement in accordance with the HMH's National Certification-Nursing Policy, which shall be incorporated by reference into this Agreement. The Hospital will provide 30 calendar days notice of any changes to HMH National Certification Policy prior to implementation and will bargain over the effects. Bachelor's Degree:

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

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

Nurses who qualify to meet certification eligibility shall register and attempt the exam within one year of eligibility.

HMH – Jersey Shore University Medical Center	HEALTH PROFESSIONALS AND ALLIED EMPLOYEES, AFT/AFL-CIO, LOCAL 5058
Katie Luciani	[signature]
Date 8/24/2022	8/23/2022

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3. NURSE PRACTICE ISSUES

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~~1. Nursing Process shall account for 75% of the 75%¶~~

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~~If performance evaluations are grieved pursuant to Section22.01(G), they shall first be submitted to the committee for review prior to advancing to the 2nd step of the grievance and arbitration process outlined in the contract. The committee shall consist of three individuals selected by the hospital and three selected by the union.~~

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HMH – Jersey Shore University Medical Center

Katie Lucani

Date: 10/11/2022

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

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Frederick De Luca
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Date: 10/11/2022

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

TENTATIVE AGREEMENT
Employer Proposal # 21

HPAE RN JSUMC

Proposed 07/29/22
Amended 9.23.22

3. NURSE PRACTICE ISSUES

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3.08 STAFFING PERIOPERATIVE DEPARTMENTS: Prep Area; Operating Room (OR); PACU; Endoscopy and ASC

1. OR Staffing – RNs are not exempt from mutually contributing to non-nursing duties that impact the patient care delivery; specifically, room set up and turnover is a shared responsibility and does not include general housekeeping.
    a. The OR will be sufficiently staffed 24/7 in accordance with Association of periOperative Registered Nurses ("AORN") guidelines.
    b. OR Night Shift (11 pm. – 7 am.): Night Shift will be staffed with **minimum of** ~~up to~~ two (2) RNs and one (1) surgical scrub.
    c. Main OR Staffing: Weekend Staff (12 hour shifts: 7am-7pm and 7pm-7am)
        ~~i.~~ Day shift: The OR will be staffed with **minimum of** ~~up to~~ two (2) RNs and two (2) surgical scrubs.
        ~~ii.~~ Night shift: The OR will be staffed with **minimum of** ~~up to~~ two (2) RNs and one (1) surgical scrub.
        iii. Weekend rotation: RNs shall be assigned weekend day shifts on a rotating basis in exchange for a weekday shift (Cardiac OR Team excluded). Staff hours and shifts shall be adjusted to reflect weekend staffing needs: Saturday and Sunday, 7am- 7pm:
        ~~iv.~~ Ten (10) hour day shift staff shall be scheduled for one (1) eight (8) hour day shifts and two (2) ten (10) hour day shifts the week before and after their weekend assignment.
    d. Per diems (Operating Room Only)
        i. Per diems shall be required to work eight (8) shifts per quarter including two (2) weekend shifts.
    e. Cardiac and Main OR staffing: On-call Coverage
        i. Staff will be assigned to either the Cardiac or Main OR on-call teams (these teams are not interchangeable).
        ~~ii.~~ Each OR on-call team will be staffed with one (1) RN and one (1) surgical scrub.
    f. OR Weekday On-call (shift and hours vary):
        i. On-call assignments will be equally divided among all trained staff.
        ii. An on-call log shall be maintained.
    g. OR Weekend On-call Coverage
        i. Weekend on-call coverage shall be assigned to all trained staff on a rotational basis.
        ii. The "Main OR call" team may be called to provide meal breaks for regular weekend staff in the event that a high volume of cases prevents the ability to take a meal break.
    h. OR Holiday In-House Assignment (12 hour in-house) shifts.
        i. Staff hours and shifts shall be adjusted to reflect holiday scheduling needs.

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

ii. This team will be staffed based on OR case volume and needs., normally **with minimum of** ~~up to~~ two (2) RN and two (2) Surgical Scrub. The Hospital may have need, on occasion, to staff more teams for Holiday In-House Assignment. The Union will be notified prior to change in schedule.
iii. Holiday In-House Assignment shall be assigned for the six contract recognized holidays.
iv. Part-time non-benefit-eligible employees are exempt from In-House Assignments on holidays
v. Holiday assignments shall be equally divided among all staff. In situations where holiday time is unequal, the remaining holiday time will be assigned in order of reverse seniority on a rotating basis.
vi. A holiday log will be kept.
vii. The holiday schedule will be posted as per contract.

i. OR Holiday On-call: for Cardiac (24 hour shifts) and Main OR (12 hour shifts):
   i. Holiday On-call assignments shall be equally divided among all staff. In situations when holiday time is unequal, the extra on-call will be assigned in order of reverse seniority on a rotating basis.
   ii. A holiday on- call log will be kept.
   iii. Holiday On-call shall be assigned for the six (6) contract recognized holidays plus Christmas Eve and New Year's Eve.
   iv. Christmas Eve and New Year's Eve will be assigned to both Cardiac and Main OR call teams for a twelve (12) hour shift of 7pm - 7am.
   v. The actual holiday day will be assigned to both Cardiac and Main OR call team.
   vi. The holiday schedule will be posted as per contract.
   vii. Paid sleep time as per section 7.05
j. Contracted Agency in the OR
   i. A contracted agency nurse shall not be required to work weekends, holidays or on-call within the first ~~ninety~~ thirty (30~~90~~) days of employment. Weekends, holidays, and on-call shall be required for any agency nurse whose contract is extended beyond ~~ninety~~ thirty (30~~90~~) days or said agency nurse accepts a contract in the future. Agency RNs shall not have sole responsibility or in-charge responsibility in the OR unless mutually agreed upon.
k. Cardiac PTO Requests
   i. For purposes of approving PTO requests, Cardiac seniority list will be considered separate and independent from the General/Main OR seniority list.

2. PACU Staffing

a. PACU Weekdays: The PACU will be sufficiently staffed 24/7 week days as per the American Society of PeriAnesthesia Nurses ("ASPAN") standards.
b. PACU On-call.
c. PACU Weekend On-Call: PACU weekend call will be rotated and assigned as per ASPAN standards.
   i. Each PACU on-call team will be staffed with two (2) RNs.
d. PACU Holiday On-Call: (12 hour shifts: 7am-7pm and 7pm-7am)
   i. Holiday On-call assignments shall be equally divided among all staff. In situations when holiday time is unequal, the extra on-call will be assigned in order of reverse seniority on a rotating basis.
   ii. A holiday on-call log will be kept.
   iii. Holiday On-call shall be assigned for the six contract recognized holidays plus Christmas eve and New Year's Eve.
   iv. The holiday schedule will be posted as per contract.

3. Surgical Prep Weekend Rotation (Saturday and Sunday)

4. In the event the Hospital needs to make changes to the staffing, schedule, hours or call schedule in the Perioperative Departments, the Hospital will notify the Union in writing, 30 days prior to proposed changes and will bargain over the effects which shall include all Perioperative Departments.

HMH – Jersey Shore University Medical Center

Katie Lucchi

Date: 9/23/2022

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

Frederick DeLuca

Date: 9/23/2022

TENTATIVE AGREEMENT

4. EMPLOYEE CLASSIFICATIONS

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4.09 Bargaining Unit Work Preference:

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D. Cancellation of Extra Shifts by Hospital

Hospital cancellation of scheduled extra shifts for all bargaining unit employees (including all shifts for per diems) shall be notification of a minimum of one and a half (1 1/2) hours in advance of the scheduled shift or payment to said employee for the full shift. The Employer will attempt to leave a message of cancellation for employees not at home.

Employees are responsible to check messages for cancellation of their shift or call the unit if away from home prior to the start of their shift. It's the employees' responsibility to make reasonable efforts for insuring that current contact information (i.e., phone number) is up-to-date with the Employer.

Cancellation on the particular unit will be in the following order:

1. All non-bargaining unit employees, including Non-contracted Agency and all extra shifts for contracted agency nurses;
2. Manually recruited shifts in order of reverse seniority;
3. Open Shifts ~~with incentives and manually recruited shifts~~ in order of reverse seniority;
4. Per Diem in Overtime seniority not withstanding;
5. Pre -Posting program: Full Time, Part Time or Per Diem and Pre-scheduled PD** in order of reverse seniority;
6. PTO request previously denied shall be offered and may be taken upon mutual agreement.

**Per Diems holding temporary positions (§ 4.06) will be treated as Core Staff.

HMH – Jersey Shore University Medical Center

Katie Luciani

Date: 8/29/2022

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

8/23/2022

HPAE Counter to E- 4

Verbally Presented 9/16/2022 – Sent to Employer

4. EMPLOYEE CLASSIFICATIONS

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4.09 Bargaining Unit Work Preference:

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B. The HMH Scheduling Program

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

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

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

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

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

Pre-Posting Period (formerly known as Original Needs List)

1. Per Diems may each sign up for available time, to a maximum of ~~four~~ ~~(4)~~ **six (6)** posted shifts.

2. Employees may bump during the Pre-posting period.

3. An employee who signs up for all of the posted shift shall have preference over an employee only signing up for a partial shift, during the Pre-posting period, seniority notwithstanding

4. When two (2) or more bargaining unit employees sign up for the same time, bargaining unit seniority shall prevail, with the exception noted above.

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5. The nurse manager will approve shifts by order of seniority at the end of the Pre-posting period with the exception noted above in #3. Shifts approved during this period shall be referred to as the Pre-Posting" shifts.

"Open Shift" Program (formerly known as Additional Needs List)

1. After the Pre-Posting period ends, extra shifts shall be approved on a "first come, first served basis" based on the date and time of sign-up.

2. Shifts approved at this time are part of the "Open Shift" Program.

3. When employees commit to a shift, they are approved in real-time through the HMH Scheduling Program.

4. All employees who are confirmed through the Open-Shift Program are unassigned contingency staff. Staff will be advised of their assignment when staffing plans are finalized.

~~(a) All med/surg/telemetry nurses have the below deployment districts in their profiles for open shift purposes only.~~

~~Deployment Districts~~	~~RN may only be deployed within their districts for open shift purposes only~~
~~Med Surg~~	~~Booker 3, Brennan 5, Brennan 6, Ackerman 5 South (overflow unit)*~~
~~Telemetry~~	~~Meh 5, Meh 6, Meh 7, NW 2, NW 5, NW 6*~~

~~*In order to be eligible to receive the open shift bonus, nurses must have at least 3 of the listed units in their profile.~~

HMH – Jersey Shore University Medical Center

Date: 9/23/2022

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

Date: 9/23/2022 KL

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

Employer Proposal # 13

HPAE RN JSUMC

Proposed 07/29/22
Amended: 9.23.22

4. EMPLOYEE CLASSIFICATIONS

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4.09 **Bargaining Unit Work Preference:**

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E. **Cancellation of Extra Shifts by Employee**

Regular employees, Full-Time and Part-Time, who call out less than 48 hours in cancelling overtime or extra scheduled shifts, shall receive a level one disciplinary notice for more than 1 cancellation per quarter. In the event of a cancelation, the employee who next signed up to work the shift shall be given the first choice to work. Cancellations of extra shifts shall not be considered unscheduled absence.

~~Regular employees, Full-Time and Part-Time who call out greater than 48 hours in cancelling overtime or extra shifts, shall lose the right to sign up for overtime or extra shifts for the next schedule after four (4) cancellations in one posted schedule (4 weeks). The next schedule for the purpose of this language, is defined as the next posted schedule.~~

HMH – Jersey Shore University Medical Center

Katie Lucani

Date: 9/23/2022

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

Frederick DeLuca

9/23/2022
Date:

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

TENTATIVE AGREEMENT 08/31/22
HMH-JSUMC AND HPAE 5058

5. SENIORITY

5.05 **Application:** Seniority shall apply in the computation and determination of eligibility for all benefits where length of service is a factor pursuant to this Agreement. Lay-off, recall, PTO scheduling, holiday scheduling and an authorized leave of absence will be determined by seniority.

A. Full time employees will be given preference over part time employees of equal seniority. In emergency situations, seniority will be waived when granting a leave of absence.

~~A.~~B. If two Team Members share the same seniority date, seniority will be determined (i) during even years, by alphabetical order by last name for both PTO and cancellations, (ii) during odd years, by reverse alphabetical order by last name for both PTO and cancellations.

HMH – Jersey Shore University Medical Center

Katie Lucani

Date: 8/31/2022

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

Frederick DeLuca

Date: 8/31/2022

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

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Employer Proposal # 19

HPAE RN JSUMC

Proposed 07/29/22
Amended 10.12.22

5. SENIORITY

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5.10 **Posting of Positions and Transfers:**

In the event the RN meets the preferred clinical qualification(s) (excluding degrees and certifications for internal candidates) of the position, they will be considered more qualified. If ~~In the event~~ there's no difference in the qualifications of one (1) or more such applicants to perform that work, the Hospital shall award that position to the bargaining unit employee with the greatest bargaining unit seniority.

HMH – Jersey Shore University Medical Center

Katie Luciani

Date: 10/12/2022

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

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Date: 10/12/2022

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Employer Proposal # 20

HPAE RN JSUMC

Proposed 07/29/22
Amended 10/10/22

5. SENIORITY

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5.11 **Transfer to Per Diem Classification:**

For RN's requesting to transfer into a per diem status, special circumstances will be considered. This includes medical, behavioral health or other special circumstances that require care for the RN and/or their significant others. The following will be considered:

- Extreme childcare situations;
- A new medical diagnosis of an RN or their close family member, for whom the RN needs to care for;
- Behavioral or psychiatric diagnosis requiring less work hours;
- Significant changes in an RN's living situation or relationship status (such as divorce, or domestic violence) that creates an undue hardship; and/or
- Other extraordinary circumstances.

The Employer also agrees to review on a case-by-case basis the necessity of a per diem change.

HMH – Jersey Shore University Medical Center

Katie Lunani

Date: 10/11/2022

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

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Date: 10/11/2022

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Employer Proposal # 16

HPAE RN JSUMC

Proposed 07/29/22
Amended 8/30/22
Amended 9/1/22
TA 10.10.22

6. WORK TIME

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6.06 Floating:

The Hospital shall make its best effort to avoid or minimize floating during the term of this agreement. In the event, however, the hospital determines floating is necessary to provide proper patient care, it will be in accordance with NJAC 8.43G-17.1(d) Nurse Staffing Chapter, follow guidelines provided below.

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

A. Floating is the reassignment of registered nurses (RN) to a unit/department that they are not hired to work on, and did not pre-schedule themselves to work on, in order to meet the operational needs of the facility. Floating is not "pre scheduled" and is utilized only after all other options have been exhausted.

B. The Hospital will not use floating as a staffing solution, although not intended to impact staffing patterns, the floating of nurses will be based on patient care needs. In the event floating is necessary, which may include but is not limited to instances of low census, late call-outs, no-call no-shows, RN's in the float pool will be floated first.

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

D. Floating to "like units" will conform with similar clinical competencies including, but not limited to, Pediatric specialties, Emergency Services, Tele/Medical Surgical, Psychiatric Services, Maternity, Dialysis, Perioperative Services and Adult Critical Care. Floated nurses will be assigned patients within their competencies. Team members working in emergency services areas may temporarily assist during surge volume and will function within their scope of practice and areas of proficiency. For example, a Pediatric ED RN may be directed to the Main ED Internal Triage to assist in obtaining 'lines and labs'; this RN however would not be requested or required to perform an adult triage, adult patient assessment, or administer medications not routinely administered to our pediatric population (pressors, STEMI/stroke medications, etc). [MOVE TO EMPLOYER 6 (3.04(B)(1)(d))]

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E. The floating of RN's will not occur until the RN has been employed on "home unit" for 12 months. *Exception: If RN is hired into the float pool this does not apply.* If the relevant RN is picking up Overtime in areas outside their "home unit," the RN may be deployed at the hospital's discretion within their competencies.

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

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

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

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

HMH – Jersey Shore University Medical Center

Kate Lunani

Date: 10/11/2022

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

DocuSigned by:
Frederick De Luca
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10/11/2022

Date: _____

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

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Employer Proposal # 12

HPAE RN JSUMC

Proposed 07/29/22
Proposed 8/23/22
Amended 8/30/22
Amended 9/1/22
TA 10/10/22

6. WORK TIME

. . .

6.04 **Weekend Work:** Every reasonable effort will be made to ensure that an employee who works on a unit or department that is open on weekends shall be off every other weekend.

Part-time non-benefit-eligible employees shall be required to work only one (1) weekend in a four (4) week period.

~~Employees who work greater than every other weekend shall be compensated at time and one-half (1 1/2) their regular compensation rate for all time worked on the extra weekend unless employees are hired to work more than every other weekend. Should an employee opt to swap week-day for a weekend shift with another employee then no payment will be made for extra weekend worked. This will not apply when the Manager requests that an employee swaps week-day for a weekend shift.~~

Employees who work in units or departments that are not open on weekends shall not be required to work weekends unless the Hospital determines that such units or departments shall be open weekends.

A weekend off shall be defined as Saturday and Sunday for all employees working on the day and evening shifts. A weekend off shall be defined as Friday and Saturday or Saturday and Sunday for the night shift. Night shift employees shall select one of the two combinations to define their individual weekend off. The weekend callout policy rule will only apply to the shifts which the employer has recognized as an employee's weekend of work. Preference may be given one time only unless a future change will not interrupt a scheduling pattern of the unit.

An unprotected call out on a weekend shift may be made up by the team member within two posted schedules beyond the current schedule, by mutual agreement between the team member and his or her manager. Any call out that is made up will not be counted as an absence for disciplinary purposes.

Earned sick leave days taken on a weekend to work will not require the make-up of weekend time missed.

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HMH – Jersey Shore University Medical Center

Katie Lucani

Date: 10/11/2022

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

DocuSigned by:
Frederick De Luca
527714C7434E45D...

Date: 10/11/2022

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

Employer Proposal # 11

HPAE RN JSUMC

Proposed 07/29/22
Amended 8/31/22
Amended 9/16/22
TA 9/23/22

6. WORK TIME

. . .

6.07 Shift Hours:

A. Before shift hours are changed, at least one (1) month's notice will be given to affected employees. Every reasonable effort will be made to accommodate the wishes of the individual employees. Once such efforts have been made and it is still necessary to reschedule individual employees, seniority shall be the controlling factor.

Before such change is implemented, the manager will meet with the involved staff and all alternatives shall be outlined at that time. A change in shift hours will be tried for a period of at least three (3) months prior to any other changes being made.

B. A full shift is a shift of any length that is regularly posted for the department in the HMH Scheduling Program. In the event that a full shift is needed and a team member signs up for a partial shift, management shall have the right to cancel the partial shift. However, if a full shift is posted and two or more team members sign up to fill the full shift, it will be treated as a full shift for the purpose of determining the order of cancellation. The seniority of the most senior nurse who is sharing the shift will be determinative. [MOVE TO 4.9, CANCELLATION OF EXTRA SHIFTS].

C. Dedicated to providing a positive working environment and recognizing the changing needs of the aging workforce, the Hospital will seek to provide opportunities for interested staff to work shorter shifts:

- Eligibility: BU employee who has served a minimum of 25 continuous years of service at JSUMC
- Procedure:

1. Written request: A bargaining unit employee desiring a normal work day to be less than a twelve (12) hour shift, shall submit a written proposal to the department manager requesting shorter work days with no change in classification. The proposal must include the following information:

(a) Preferred number of hours to work per shift: 8, 9, or 10

(b) Plan and discussion about how the new shift hours will benefit the department.

<u>THE EMPLOYER RESERVES THE RIGHT TO ADD OR SUBTRACT FROM ANY OR ALL OF ITS PROPOSALS</u>

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2. Approval: Applications are approved at the sole discretion of management.

HMH – Jersey Shore University Medical Center

Katie Luciani

Date: 9/23/2022

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

Date: 9/24/2022

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SIDE LETTER #X: 6.06 Floating Based on a Nurse's Specific Competency

When the need for competency is required for purposes of patient care, the nurse with the specific required competency may be floated to follow the patient (ie. Impella nurse following a patient). After such an instance, the CNO, or her designee, will review the necessity of the float with the union president upon request and **at the regularly scheduled staffing committee.**

JERSEY SHORE UNIVERSITY MEDICAL CENTER

Katie Liuzzi

Date: 10/11/2022

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

DocuSigned by:
Frederick De Luca
527714C7434E45D...

Date: 10/11/2022

Employer Proposal #22

Proposed 07/29/22

7. MONETARY BENEFITS

. . .

7.02 **Premium Compensation Rate:** All hours worked in excess of forty (40) hours in a work week shall be paid at time and one-half (1 1/2) of the employee's regular compensation rate.

PTO, ESL, Holiday, Bereavement, and on-call shall not be considered as time worked for the purpose of calculating overtime.

Holiday hours paid but not worked do not count towards the 40 hours for determining overtime hours. Hours paid at the premium rate (overtime rate) for working a holiday also do not count towards the 40 hours for determining overtime since they are already being paid at the premium rate.

Holiday hours paid but not worked do not count towards the 40 hours for determining overtime hours. Hours paid at the premium rate (overtime rate) for working a holiday also do not count towards the 40 hours for determining overtime since they are already being paid at the premium rate.

With regards to overtime pay, any hours worked that are already paid at a premium rate (overtime rate 1.5, 2.0) do not count towards the 40 hours for determining overtime since they are already being paid at the premium rate.

Exempt employees (all employees except for Graduate Nurses and Registered Nurses) who work in excess of forty (40) hours in a work week shall be granted compensatory time off within sixty (60) days of the overtime.

HMH – Jersey Shore University Medical Center

Katie Luciani

Date: 10/12/2022

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

Frederick DeLuca

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

TENTATIVE AGREEMENT

Employer Proposal # 17

Proposed 07/29/22

TA: 8/23/22

7. MONETARY BENEFITS

. . .

~~7.06 **Compensation for Extra Shifts Worked:**~~

~~Part-time benefit-eligible and part-time non-benefit-eligible employees will be paid a bonus rate of ten dollars $10.00 per hour if they work extra shifts on nights or weekends and five ($5.00) per hour if they work extra weekday or evening shifts. Employees who work from 7:00 pm. to 11:00 pm shall be paid the ten dollars $10.00 per hour rate. Such bonuses will not apply in cases where the employee receives a premium of time and one-half (1 1/2) pay for hours worked in excess of forty (40) in the work week, an extra shift in the same work day (Article 7.02) or for an extra shift on a weekend off (Article 6.04) or where the employee receives a premium of time and one-half (1 1/2) pay for hours worked on a legal holiday (Article 8.01D).~~

~~Effective January 1, 2016, compensation for extra shifts is only available during the pre-posting period for positions on the HMH Scheduling Program or at any time for departments not covered by the HMH Scheduling Program.~~

~~Exempt employees will be paid a bonus rate of fifteen dollars $15.00 per hour if they work an extra shift as a staff RN to supplement staffing.~~

HMH – Jersey Shore University Medical Center

Katie Luciani

Date: 8/24/2022

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

Frederick DeSimone

Date: 8/23/2022

Employer Proposal # 10

HPAE RN JSUMC

Proposed 07/29/22

7. MONETARY BENEFITS

~~7.08 **Critical Shift Bonus:** The intent of the critical shift bonus is to address issues of short staffing. The hospital will pay a bonus payment to employees, according to the Meridian Health System polices and procedure titled "Bonus Compensation for Extra Shift Worked". No. MHS-HR-01-2412 (5/29/2012) which shall be incorporated by reference into this Agreement when it becomes operationally necessary on a unit specific basis to flex up staffing. It is understood that:~~

~~1. Advanced notification shall be given to the President of HPAE local 5058 and or her designee once there is a decision to flex up staffing and to implement the bonus payment.~~

~~2.~~1. ~~That an employee who is working an extra shift will be paid the greater amount of either the bonus in article 7.06 or 7.10 (Open Shift Incentive Program) or the bonus in the above-mentioned policy.~~

HMH – Jersey Shore University Medical Center

Katie Luciani

Date: 10/12/2022

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

Date: 10/12/2022

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

Proposed 07/29/22
Tentative Agreement 9/15/2022

7. MONETARY BENEFITS

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7.10

MONETARY BENEFITS

. . .

~~7.10 **Open Shift Incentive Program:** Effective with the first schedule in January 2016, incentives will be tied to all open shifts posted in the HMH Scheduling Program during the "Open Shift" period. Incentives will vary based on need, but will range from eight ($8) – twelve ($12) dollars per hour. The incentive amount tied to each shift will be greater the further out the scheduled shift is, and gradually reduced as the open shift approaches and open shifts are accounted for. The incentive amount will be locked in a t the time the employee is "confirmed" for the shift through the HMH Scheduling Program. In the event an employee is confirmed for an open shift and subsequently swaps that shift, the incentive will not be paid to the employee who works the shift as part of the swap. In the event an employee would be otherwise eligible for a bonus or incentive payment under 7.06, 7.08 and/or 7.11, employee will receive the greatest of these amounts.~~

HMH – Jersey Shore University Medical Center

Katie Luciani

Date: 9/15/2022

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

Frederick DeLuca

9/15/2022

TENTATIVE AGREEMENT

Union 9/ Employer 18

7.12 Float Pool Program

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

B. The Hospital may hire full-time, part-time and per-diem employees as permanent float nurses. Employees in the float pool are not covered by the floating guidelines above and may be moved as assigned. Float pool positions will be posted and filled according to the job posting procedures.

1. Float Pool nurses will work in one of four (4) specialty areas: Med/Surg, Critical Care, OR, or ED–in either the adult or children's hospital.

2. A shift is defined as an eight (8)- twelve (12) hour period of time.
3. Weekend shifts are Friday 7 pm – Monday 7 am.

4. Float pool nurses will follow the holiday requirement according to their classification as per (8.03)

5. Float pool nurses will follow weekend requirements according to their classification as per (6.04)

6. The weekend/holiday requirement for float pool nurses will go into effect with the 1/3/2016 schedule.

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

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

9. Float Nurses will not be required to take call ~~(from 6.06(D)(5) above)~~ **however Float Nurses can volunteer to fill charge the role if competent.**

10. Float pool specialty groups (Adult Critical Care, Pedi, etc.) will be treated as individual units for the purpose of determining PTO allotment.

HPAE LOCAL 5058 HMH

8/29/2022

HMH-JSUMC

8/29/2022

The Union reserves the right to add to, subtract from or otherwise modify these proposals through the course of negotiations.

TENTATIVE AGREEMENT

Proposed 07/29/22
TA 8/23/22

3. MONETARY BENEFITS - TIME NOT WORKED

. . . Employer Proposal #26

3.04 **Paid Time Off:**

. . .

F. **Drawing from the PTO Bank**

PTO from the PTO Bank can be either scheduled or unscheduled. Unscheduled absences include any absence not previously authorized by a supervisor. Whether an absence from work is scheduled or unscheduled, the time is deducted from the accrued time in the employee's PTO Bank.

Non-exempt employees may use time from their PTO bank in hourly increments. Exempt employees may only use their PTO bank in hourly increments when on an intermittent leave of absence; otherwise, they must use time from their PTO bank in full day increments.

The first three (3) days of a scheduled or unscheduled absence due to reasons described in the ESL Policy are generally deducted from the employee's PTO Bank. Exceptions to this rule are outlined in the ESL Article. The fourth day of absence, and any subsequent consecutive scheduled days of absence due to a related illness or injury, will be deducted from the employee's ESL (see ESL policy).

All employees regularly scheduled to work the evening or night shift as documented in the shift field in PeopleSoft Leader Self Service will have their normal shift differential included in PTO.

HMH will use a draw down process by creating a "frozen" PTO bank for the carry-over of PTO hours from the legacy programs. The following table provides the draw down timeline:

Number of Frozen Bank PTO Hours Used As of March 23, 2019	**Date by which PTO Must Be Taken**
Up to 80 hours	April 1, 2020
81 – 160 hours	April 1, 2021
161 – 240 hours	April 1, 2022
241 – 320 hours	April 1, 2023
321 hours and above	April 1, 2024

Employees' available absence balances will be posted on the MyWay site, including any balance in the frozen draw down PTO bank. When an employee takes PTO time through the MyWay site, they will indicate which PTO bank they want to use: their regular PTO time or their frozen draw down PTO time.

Employees with a frozen draw down bank should begin planning with their leader how they will take the draw down hours during the transition period. This will assist the leader in assuring the employee is able to take their time and the needs of the department are met.

Employees who are on approved short-term disability during their draw down period may use their frozen draw down PTO bank hours to supplement disability payments and get paid up to 100%.

Hours in the frozen draw down bank not taken in the time period outlined above will be forfeited. In unusual circumstances where the employee attempted to take their draw down PTO but it was not approved due to patient/department needs, the Director can request an exception which must be approved by the responsible VP and the Chief HR Officer.

~~The Employer will provide the Union with a report of bargaining unit member PTO balances on a quarterly basis.~~

HMH – Jersey Shore University Medical Center

Katie Lunari

Date: 8/24/2022

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

Frederick DeFrancesco

Date: 8/23/2022

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TENTATIVE AGREEMENT

10.12.2022

TENTATIVE AGREEMENT

8. MONETARY BENEFITS - TIME NOT WORKED

8.04 **Paid Time Off:**

. . .

G. **PTO Scheduling:**

~~For PTO requests between June 1st through November 30th, employees may submit requests in writing by April 1st of the same year in which such employee's PTO is to be taken. Seniority shall prevail for all June 1st through November 30th PTO requests submitted in writing by April 1st . Requests made after April 1st shall be on a first come, first serve basis.~~

~~For PTO requests between December 1st through May 31st, employees may submit requests in writing by October 1st. Seniority shall prevail for all December 1st through May 31st PTO requests submitted by October 1st. Requests made after October 1st shall be on a first come first serve~~

For PTO requests between June 1st through September 30th, RNs may submit requests electronically by March 1st of the same year in which such RN's PTO is to be taken. Seniority shall prevail for all June 1st through September 30th PTO requests submitted electronically by March 1st. Requests made after March 1st shall be on a first come first serve basis.

For PTO requests between October 1st through January 31st, RNs may submit requests electronically July 1st. Seniority shall prevail for all October 1st through January 31st PTO requests submitted electronically by July 1st. Requests made after July 1st shall be on a first come first serve basis.

For PTO requests between February 1st through May 31st, RNs may submit requests electronically by November 1st. Seniority shall prevail for all February 1st and May 31st PTO requests. Requests made after November 1st shall be on a first come first serve basis.

RNs who are scheduled to work on alternating holidays (Thanksgiving, Christmas, and New Year's Day) may request PTO for the holiday. PTO time shall be granted on the basis of:

(a) If two (2) or more RNs from the same unit request PTO for the same scheduled holiday and staffing permits two (2) or more absences, it shall be granted to all RNs.

(b) If two (2) or more RNs from the same unit request PTO for the same scheduled holiday and staffing permits limited absences, the employee having actually worked that assigned holiday the previous rotation shall be granted the PTO, regardless of seniority. A log shall be kept.

RNs needing to make long range plans for vacation time which would fall out of the time frame request above, may submit their request earlier with a waiver from their senior co-workers stating that they will not request vacation at that time.

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If two (2) or more RNs on the same unit submit a request for the same PTO period, then the RN with the greatest bargaining unit seniority shall be granted the period in question if staffing does not permit the granting of all requests.

The hospital will notify the RN within 4 weeks from the RN's electronic request as to whether or not their PTO request has been approved.

The determination of PTO requests will be made on the basis of the needs of the RN's unit by the Hospital.

A maximum of two (2) weeks of PTO time may be awarded to the RN between June 1st and September 30th. However, between June 1 and September 30 RNs may find coverage if there is remaining non-productive time available. Per diem coverage is acceptable for PTO requests.

~~In the event an RN has their PTO denied and is not able to get a minimum of two weeks, consecutive or not, within six (6) months, then the Medical Center may allow coverage that may result in overtime payment.~~

HMH – Jersey Shore University Medical Center

Kate Luciani

Date: 10/12/2022

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

DocuSigned by:
Frederick De Luca
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Date: 10/12/2022

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

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HPAE PROPOSAL TO HACKENSACK MERIDIAN HEALTH
Jersey Shore University Medical Center

Proposed	7/27/2022
Update	TA 10/10/2022

Union Proposal 16

8.9 Work Breaks and Meal Breaks:

A. Work Break: Employees are entitled to one (1) scheduled work break for each full eight (8) hour shift taking up to a maximum of fifteen (15) minutes. Employees who work a ten (10) hour shift are entitled to two (2) scheduled work breaks for each full shift taking up to a maximum of ten (10) minutes each. Employees who work a twelve (12) hour shift are entitled to two (2) scheduled work breaks for each full shift taking up to a maximum of fifteen (15) minutes each. Work breaks are paid time. *They are not guaranteed in length or frequency.*

B. Meal Break: There shall be a scheduled meal break on each tour of duty (eight [8] hours or more) for a period of thirty (30) minutes during the hours when the cafeteria is opened for the day and evening shift and at a time near the middle of the shift for night employees. **A missed lunch form shall be available and sent to the union and Employer.**

JERSEY SHORE UNIVERSITY MEDICAL CENTER

Katie Luciani

Date: 10/11/2022

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

DocuSigned by:
Frederick De Luca
527714C7434E45D...

Date: 10/11/2022

The Union reserves the right to add to, subtract from or otherwise modify these proposals through the course of negotiations.

HPAE PROPOSAL TO HACKENSACK MERIDIAN HEALTH
Jersey Shore University Medical Center

Proposed	7/27/2022
TENTATIVE AGREEMENT	9/27/2022

Union Proposal 17

10 INSURANCE / BENEFITS

10.1 Benefits

MODIFY LETTER G TO READ:

HMH will provide 100% lab benefit at HMH network facilities. as long as ~~labcorp~~ (**Quest**) remains part of the inner circle, HMH will provide 100% lab benefit at all new jersey-based ~~labcorp~~ **Quest**-facilities (within a hospital or free standing).

HMH – Jersey Shore University Medical Center

Katie Luciani

Date: 9/29/2022

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

Frederick DeLuca

9/29/2022

Date: _____

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10/10/2022 Shift Rotation

Union Proposal 18

11.3 Shift Differential: The Hospital shall pay additional compensation to employees who are assigned to work the evening and night shift as follows:

Shift Differential

~~3:00 p.m. to 11:30 p.m.:~~
~~11:00 a.m. to 11:30 p.m.~~ Three ($3.00) PER HOUR

Evening Shift Differential shall be paid for the entire shift when 50% or more of hours worked are after 3:00 p.m.

Night Shift Differential shall be paid for the entire shift when 50% or more of hours worked are after 11:00 p.m.

~~7:00 p.m. to 7:30 a.m.~~
~~10:00 p.m. to 8:30 a.m.~~ Five $5.00 PER HOUR
~~11:00 p.m. to 7:30 a.m.~~

~~An eight (8) hour employee is eligible for evening or night shift provided at least three (3) hours are worked in the 2nd or 3rd shifts beyond then end of their regularly scheduled shifts.~~ Employees will be considered 2nd and 3rd shift employees as long as **50%** ~~75 %~~ of their regularly scheduled hours are worked in the 2nd or 3rd shift.

For an employee who permanently receives a shift differential, such differential is considered part of the employee's regular pay and shall be included in payment for all paid leave as well as in the calculation of premium compensation rate.

HMH – Jersey Shore University Medical Center	HEALTH PROFESSIONALS AND ALLIED EMPLOYEES, AFT/AFL-CIO, LOCAL 5058
Katie Luciani 10/11/2022	
	10/10/2022

Employer Counter to Union 21

HPAE RN JSUMC

Proposed 9.23.22

TENTATIVE AGREEMENT

11.06 Tuition Reimbursement:

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

1. Full-time up to 100 % reimbursement for each course to a maximum of $5,200.00 per calendar year as defined by policy.

2. Part-time benefit-eligible up to 100% reimbursement for each course, up to a total maximum of $2625.00 per calendar year as defined by policy.

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

HMH – Jersey Shore University Medical Center

Katie Luciani

Date: 9/23/2022

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

_9/23/2022_

Date: _____

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TENTATIVE AGREEMENT

10/11/2022

Health and Safety Side Letter

In the interest of safety and security at JSUMC:

Within sixty (60) days of ratification of a successor Collective Bargaining Agreement, the Hospital and the Union will meet to discuss the health and safety issues including but not limited to use of security wands, panic buttons for employees in high-risk areas, and increasing security throughout the Hospital's campus.

a) Consistent with section 3.06 Joint Committees, the Union shall designate at least one Union Team Member each year to serve for a period of a year. The appointed Team Member(s) shall be invited to be part of any required annual risk assessment as well as walk through and site inspections.

b) In a continuation of promoting safe quality care, security will have one (1) new FTE and at least one security officer will be assigned to the ED and remain in the ED at all times.

JERSEY SHORE UNIVERSITY MEDICAL CENTER

Katie Kunard

Date: 10/11/2022

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

DocuSigned by:
Frederick De Luca
527714C7434E45D...

Date: 10/11/2022

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

HPAE RN JSUMC
Proposal # 33

Proposed: 08/12/22
Proposed 08/23/22
Proposed 8/29/22
Amended 10/12/22
Amended 10/12/22 9:19 PM

22. WAGE SCALE

22.01 Wage Schedule:

A. Staring Rate of Pay = ~~$37.2638.75~~ $42.19

i) Current RNs, who meet or exceed the merit expectation of valued performer, will not have a base rate that is lower than the scale contained in Appendix A, for their years of experience. However, an RN who does not meet the valued performer rating of 3.0 in every year of the contract, may fall below the wage scale contained in Appendix A.

ii) For RNs who move to five (5) and ten (10) years of experience on the wage scale, the evaluation computation will include the RNs base rate plus their applicable merit increase, if any, for that performance year, plus the corresponding step difference on the wage scale.

B. The below new wage scale and compensation system is proposed to address the retention needs of ~~both~~ the hospitals, while providing wage increases for greater years of experience.

C. All Registered Nurses, both new hires and those currently employed at JSUMC, will be placed on the new wage schedule being given recognition for all nursing experience including domestic experience outside of HMH.

i) In order to ensure that proper credit and wage adjustments have been made, the employer will have thirty (30) calendar days after ratification of this agreement to send to the union and the employee the years of credited experience (YOE) and the current and adjusted rate of pay for each employee.

ii) Employees, after having their wage rates adjusted to the new base rate on the wage scale, established on YOE, shall have fifteen (15) calendar days from receiving their new rate of pay to appeal the credited years of experience and/or the wage rate they received, which shall include an attestation form from the employee. An Employee on LOA shall have fifteen (15) days after their return to appeal.

D. Prior domestic experience (outside HMH) shall be credited with one year of service for each year of outside experience as a registered nurse.

E. Prior domestic experience as an LPN shall be credited with one year of service for two years of LPN experience.

F. A year shall be defined as the 12 months of continuous experience as a full or part time employee. For current RNs, years will be rounded up or down based upon completed month. If the candidate completed at least 6 months, then round to the next year. (e.g. – 5 years and 10 months of experience will count as 6 years of experience).

G. For LPN experience, rounding ~~should~~ shall be applied after the initial calculation. (e.g. – 6 years and 4 months of experience would be calculated as 3 years and 2 months of experience).

H. For RNs hired after the date of ratification, months will be dropped off when determining the years of experience of an external hire. Only full years of experience will be counted. If the candidate completed 5 years and 10 months or 5 years and 2 months, the nurse will be credited with 5 years. The Compensation team will add the additional year of experience when the nurse receives the next merit (or bridge) increase.

I. Wage Scale attached Appendix A-~~C~~ for:

- Staff RN
- Per Diem RN
- Nurse Clinician
- Clinical Nurse Education Specialist
- Nurse Anesthetist

J. Educational Differentials:

- RNs with a Master's of Science in Nursing degree shall receive a differential of $2.50 per hour, in accordance with the HMH Educational Pay for Registered Nurses Policy, which is incorporated here by reference. The Hospital will provide 30 calendar days notice prior to any changes to the HMH Educational Pay for Registered Nurses Policy prior to implementation and will bargain over the effects. .

K. If Nurse Clinician, Clinical Nurse Specialist or In-Service Instructor change to staff positions, they will not be required to wait a year and will assume corresponding Clinical Ladder level providing the other criteria is met. Effective November 1, 2011, RNs who move to positions that requires a Bachelor's degree or Master degree (for example those positions listed in Article 22.01) are not entitled to the foregoing degree differential. RNs who are in a position that requires a Bachelor's degree or a Master's degree as of November 1, 2011 will continue to get the $1.50 for a Bachelors or $2.00 an hour for a Master's degree only. These RNs are not subject to any future increases to the differentials for as long as they are in the Bachelors' /Masters' required position. An RN receiving the differential for a Master's degree will not be eligible for the bachelor's degree differential.

L. Any increase in differentials for Bachelors or Masters shall be added to the Nursing Education Wage for the Nurse Clinicians, Clinical Nurse Specialist, In-Service Education and Nurse Anesthetists.

M. Performance Evaluations: The calendar year of January 1st – Dec 31st will be the time period for the performance evaluations. Results of such performance appraisals may be grieved pursuant to Section 13 of this Agreement. However, the results of such performance appraisal may not be revised by an arbitrator unless the hospital's actions are arbitrary and capricious.

Employees who were on a leave of absence greater than nine (9) months in the performance year, 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~~ shall receive their ~~performance evaluation~~ merit increase 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 full-time and part-time employees hired after October 1st, will not receive a performance review for that performance management cycle, and therefore are not eligible for a merit increase. However, such employees will receive a 1% bridge increase, which will be effective at the same time as merit increases for those employees who received a performance review. Employees will not be credited with a year of experience until they receive their merit increase.

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. Eligible per diem employees hired after July 1st will not receive a performance review for that performance management cycle, and therefore are not eligible for a merit increase. However, such per diem employees will receive a 1% bridge increase, which will be effective at the same time as merit increases for those per diem employees who received a performance review.

Merit Increases

Bargaining Unit employees 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:

July 1, 2023	2.75 % Merit Increase
July 1, 2024	2.5% Merit Increase
July 1, 2025	2.5% Merit Increase

~~* The Parties will negotiate the performance increase amounts, based on the above merit increase limits, once the performance point scale is finalized.~~

Raw Score Rating (5 Point Scale)	**Percentage Increase First Year**	**Percentage Increase Second and Third Year**
0.00-2.49	0.00%	0.00%
2.50-2.99	1.75%	1.50%
3.00-3.49	2.0%	1.75%

3.50-3.99	2.25%	2.0%
4.00-4.49	2.50%	2.25%
4.50-5.00	2.75%	2.50%

Eligible employees will receive a % increase which will be added to their base rate (as defined in Seide Lletter 5 of the contract).

As of April 30th of each year, the Hospital shall provide a report to the Union containing the performance Assessment scores of the bargaining unit members. The union shall have ten (10) days from the date of receiving the scores from the hospital to grieve any assessment.

INCENTIVE PLAN.

Incentive Program: All Bargaining Unit members shall be eligible to participate in the HMH Incentive Plan. HMH, in its sole discretion, reserves the right to approve and/or make any revisions to the incentive measures, goals, weights, and awards under this plan for any and all participants, or to modify the funding of the Incentive Plan in any respect for any year. HMH, in its sole discretion, reserves the right to amend or terminate the Incentive Plan in whole or in apart at any time without consent of or prior notice to any participant. Participation in the HMH incentive for the 2022 year paid in Spring 2023 and paid each year thereafter.

~~A bargaining unit employee who is in the Clinical Ladder program and converts to per diem status shall maintain the current Clinical Ladder differential until the time of expiration. The employee will not be eligible to renew membership in the Clinical Ladder program as a per diem~~

~~Wage scale noted in Appendix C is to be used for conversion only. The *years of experience represent the number of years working as a staff RN only. A Per Diem employee who converts to a full-time, part-time benefit-eligible, or part-time non-benefit-eligible position shall be placed on the wage scale below. (for conversion PD to full-time, part-time benefit-eligible, or part-time non-benefit-eligible only)~~

HMH – Jersey Shore University Medical Center

Kate Luciani

Date: 10/12/2022

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

Frederick DeLuca

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Employer Proposal # 1

HPAE RN JSUMC

Proposed 07/29/22
Amended 8/29/22
Amended 9/1/22

22. WAGE SCALE

. . .

22.03 Per diem Rate of Pay

A. Per Diem employees are paid $5 above base rate of pay, see Wage scale – Appendix A~~-C~~

B. All Per Diem employees below the rate will be adjusted.

C. If bargaining unit employees convert to per diem status during this agreement, the $5 pay component shall be added to their base rate of pay. ~~they shall be placed at the above rate of pay or their rate of pay, whichever is greater.~~ If per diem bargaining employees revert to full or part time status, the $5 pay component shall be removed.

D. A per diem RN, either unit or float pool, is considered contingent staff and they are ineligible for the $5 pay component.

E. A bargaining unit employee who is in the Clinical Ladder program and converts to per diem status shall maintain the current Clinical Ladder differential until the time of expiration. The employee will not be eligible to renew membership in the Clinical Ladder program as a per diem. ~~Bargaining employees who transitioned to per diem status prior to September 1, 2022 will maintain their current Clinical Ladder bonus until expiration of their current Clinical Ladder, after which per diems will no longer be eligible to reapply for Clinical Ladder. Bargaining employees who transition to per diem status on or after September 1, 2022 will not be eligible for Clinical Ladder bonus, as of the date of their change status.~~

F. ~~Wage scale noted in Appendix C is to be used for conversion only~~ [REMOVING APPENDIX C]~~. The *years of experience represent the number of years working as a staff RN only. A Per Diem employee who converts to a full-time, part-time benefit-eligible, or part-time non-benefit-eligible position shall be placed on the wage scale below. (for conversion PD to full-time, part-time benefit-eligible, or part-time non-benefit-eligible only)~~

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

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HMH – Jersey Shore University Medical Center

Date: 10/11/2022

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

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Date: 10/11/2022

HPAE RN JSUMC
Employer Proposal #34

Proposed: 08/12/22
Proposed 8/29/22
Proposed 8/31/22
Amended 9/15/22
Amended 10/12/22

APPENDIX AB – New Base Wage Scale effective the first full pay period after ratification of the agreement.

In order to determine a RN's new base hourly rate, for RNs employed as of the date of ratification, the Hospital identified the RN's current base hourly rate, and increased it by 2%. The Hospital then compared the results from that calculation to the new wage scale below, and applied the greater of the two base hourly rates, which would become the RN's new 2022 base hourly rate. Any RN hired into a RN role after ratification will be paid according to their years of experience, per the scale below. ~~As a result, as part of this new wage scale, the Hospital proposed to sunset the extra shift and critical shift differentials at a time to be determined later by the hospital. The hospital will provide 30 calendar days notice and will bargain over the effects prior to the aforementioned changes. In order to determine an RN's new base hourly rate for RNs employed as of the date of ratification, the Hospital identified the current base hourly rate, plus 1.5% HMH recognition bonus effective 5/17/2020; increased by 3%, add in current pay components (including, float pool, BSN, MSN, Certification and C.A.R.E.), less new $5 float pay and per diem pay component, if applicable. The Hospital then compared the result from the above to the new wage scale and took the greater of the two base hourly rates, which would become the RN's new 2020 base hourly rate. Finally, the Hospital then added in the new $5 float or Per Diem pay component, if applicable.~~

~~*This new base wage rate is exclusive of the 1% or 1.5% HMH Recognition Pay Increase, which will be added onto the new base wage rates.~~
~~**An RN's year of international experience are not included.~~

Years of Experience	**Current RN Base Wage**	**New RN Base Wage**
0	$37.26	$42.19
1.	$39.65	$42.62
2.	$40.05	$43.06
3.	$40.45	$43.49
4.	$40.85	$43.92
5.	$41.26	$48.87

6.	$41.67	$49.35
7.	$42.09	$49.85
8.	$42.51	$50.35
9.	$42.93	$50.86
10.	$43.36	$53.33
11.	$43.80	$53.86
12.	$44.24	$54.40
13.	$44.68	$54.95
14.	$45.12	$55.49
15.	$45.58	$55.62
16.	$46.03	$55.77
17.	$46.49	$55.91
18.	$46.96	$56.04
19.	$47.43	$56.19
20.	$47.90	$56.33
21.	$48.38	$56.47
22.	$48.86	$56.60
23.	$49.35	$56.76
24.	$49.85	$56.90
25.	$50.34	$57.02
26.	$50.85	$57.18
27.	$51.36	$57.32
28.	$51.87	$57.47
29.	$52.39	$57.60

30.	$52.91	$57.76

Years of Experience	Current Nurse Anesthetist Wage	New Nurse Anesthetist Base Wage:
0	$94.22	$107.85
1.	$95.16	$108.95
2.	$96.12	$110.05
3.	$97.08	$111.15
4.	$98.04	$112.25
5.	$99.02	$113.38
6.	$100.01	$114.50
7.	$101.02	$115.66
8.	$102.02	$116.81
9.	$103.03	$117.97
10.	$104.06	$119.15
11.	$105.12	$120.36
12.	$106.18	$121.57
13.	$107.23	$122.78
14.	$108.29	$123.98
15.	$109.39	$125.25
16.	$110.47	$126.49

17.	$111.58	$127.75
18.	$112.70	$129.04
19.	$113.83	$130.33
20.	$114.96	$131.62
21.	$116.11	$132.94
22.	$117.26	$134.26
23.	$118.44	$135.61
24.	$119.64	$136.98
25.	$120.82	$138.33
26.	$122.04	$139.73
27.	$123.26	$141.13
28.	$124.49	$142.53
29.	$125.74	$143.96
30.	$126.98	$145.39

*The per diem flat rate for nurse anesthetists is $150.

Years of Experience	**Current Clinical Nurse Specialist Wage**	**New Clinical Nurse Specialist Wage:**
0	$49.08	$51.49
1.	$49.56	$52.00
2.	$50.06	$52.53
3.	$50.56	$53.05
4.	$51.06	$53.58

5.	$51.58	$54.12
6.	$52.09	$54.66
7.	$52.61	$55.20
8.	$53.14	$55.76
9.	$53.66	$56.31
10.	$54.20	$56.87
11.	$54.75	$57.45
12.	$55.30	$58.03
13.	$55.85	$58.60
14.	$56.40	$59.18
15.	$56.98	$59.79
16.	$57.54	$60.38
17.	$58.11	$60.98
18.	$58.70	$61.59
19.	$59.29	$62.21
20.	$59.88	$62.83
21.	$60.48	$63.46
22.	$61.08	$64.09
23.	$61.69	$64.73
24.	$62.31	$65.38
25.	$62.93	$66.03
26.	$63.56	$66.69
27.	$64.20	$67.37
28.	$64.84	$68.04

29.	$65.49	$68.72
30.	$66.14	$69.40

Years of Experience	Current Nurse Clinician Wage	New Nurse Clinician Wage:
0	$41.22	$47.33
1.	$41.63	$47.80
2.	$42.05	$48.29
3.	$42.47	$48.77
4.	$42.89	$49.25
5.	$43.32	$49.74
6.	$43.75	$50.24
7.	$44.19	$50.74
8.	$44.64	$51.26
9.	$45.08	$51.76
10.	$45.53	$52.28
11.	$45.99	$52.81
12.	$46.45	$53.34
13.	$46.91	$53.87
14.	$47.38	$54.41
15.	$47.86	$54.96
16.	$48.33	$55.50

17.	$48.81	$56.05
18.	$49.31	$56.62
19.	$49.80	$57.19
20.	$50.30	$57.76
21.	$50.80	$58.33
22.	$51.30	$58.91
23.	$51.82	$59.51
24.	$52.34	$60.10
25.	$52.86	$60.70
26.	$53.39	$61.31
27.	$53.93	$61.93
28.	$54.46	$62.54
29.	$55.01	$63.17
30.	$55.56	$63.80

HMH – Jersey Shore University Medical Center

_____

Date: _____

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

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_____

_____10/12/2022_____

Date: _____

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SIDE LETTER #X: 6.06 Floating Based on a Nurse's Specific Competency

When the need for competency is required for purposes of patient care, the nurse with the specific required competency may be floated to follow the patient (ie. Impella nurse following a patient). After such an instance, the CNO, or her designee, will review the necessity of the float with the union president upon request and **at the regularly scheduled staffing committee.**

JERSEY SHORE UNIVERSITY MEDICAL CENTER

Katie Liuzzi

Date: 10/11/2022

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

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Date: 10/11/2022

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10/10/2022 Shift Rotation

Union Proposal 18

11.3 Shift Differential: The Hospital shall pay additional compensation to employees who are assigned to work the evening and night shift as follows:

Shift Differential

~~3:00 p.m. to 11:30 p.m.:~~
~~11:00 a.m. to 11:30 p.m.~~ Three ($3.00) PER HOUR

Evening Shift Differential shall be paid for the entire shift when 50% or more of hours worked are after 3:00 p.m.

Night Shift Differential shall be paid for the entire shift when 50% or more of hours worked are after 11:00 p.m.

~~7:00 p.m. to 7:30 a.m.~~
~~10:00 p.m. to 8:30 a.m.~~ Five $5.00 PER HOUR
~~11:00 p.m. to 7:30 a.m.~~

~~An eight (8) hour employee is eligible for evening or night shift provided at least three (3) hours are worked in the 2nd or 3rd shifts beyond then end of their regularly scheduled shifts.~~ Employees will be considered 2nd and 3rd shift employees as long as **50%** ~~75 %~~ of their regularly scheduled hours are worked in the 2nd or 3rd shift.

For an employee who permanently receives a shift differential, such differential is considered part of the employee's regular pay and shall be included in payment for all paid leave as well as in the calculation of premium compensation rate.

HMH – Jersey Shore University Medical Center	HEALTH PROFESSIONALS AND ALLIED EMPLOYEES, AFT/AFL-CIO, LOCAL 5058
Katie Luciani 10/11/2022	
	10/10/2022

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Employer Proposal # 12

HPAE RN JSUMC

Proposed 07/29/22
Proposed 8/23/22
Amended 8/30/22
Amended 9/1/22
TA 10/10/22

6. WORK TIME

. . .

6.04 **Weekend Work:** Every reasonable effort will be made to ensure that an employee who works on a unit or department that is open on weekends shall be off every other weekend.

Part-time non-benefit-eligible employees shall be required to work only one (1) weekend in a four (4) week period.

~~Employees who work greater than every other weekend shall be compensated at time and one-half (1 1/2) their regular compensation rate for all time worked on the extra weekend unless employees are hired to work more than every other weekend. Should an employee opt to swap week-day for a weekend shift with another employee then no payment will be made for extra weekend worked. This will not apply when the Manager requests that an employee swaps week-day for a weekend shift.~~

Employees who work in units or departments that are not open on weekends shall not be required to work weekends unless the Hospital determines that such units or departments shall be open weekends.

A weekend off shall be defined as Saturday and Sunday for all employees working on the day and evening shifts. A weekend off shall be defined as Friday and Saturday or Saturday and Sunday for the night shift. Night shift employees shall select one of the two combinations to define their individual weekend off. The weekend callout policy rule will only apply to the shifts which the employer has recognized as an employee's weekend of work. Preference may be given one time only unless a future change will not interrupt a scheduling pattern of the unit.

An unprotected call out on a weekend shift may be made up by the team member within two posted schedules beyond the current schedule, by mutual agreement between the team member and his or her manager. Any call out that is made up will not be counted as an absence for disciplinary purposes.

Earned sick leave days taken on a weekend to work will not require the make-up of weekend time missed.

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Date: 10/11/2022

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Date: 10/11/2022

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3. NURSE PRACTICE ISSUES

. . .

3.05 ~~**Special Labor/Management Committee**¶~~

~~The Special Labor/Management Committee with equal representation from HPAE Local 5058 and the Hospital shall continue to assess the existing Performance Based Compensation tool.¶~~

~~The Committee shall:¶~~

~~Review the Performance Based Criteria Indicators for all units.¶~~

~~Develop more specific job-related criteria as part of the Performance Evaluation System.¶~~

~~Review the actual results of the Performance Based Compensation tool after each year of its operation and shall make recommended changes for the following year.¶~~

~~Individual managers or supervisors may not add to or alter the criteria or indicators of the tool.¶~~

~~The E-assessment tool implemented for the 2009 evaluations shall remain in effect for the duration of this contract unless changes are mutually agreed upon between the Union and the Employer. The overall performance score shall be calculated using the following percentages:¶~~

~~The Team Member Competencies shall account for 25% of the overall performance score.¶~~

~~The Nursing Process Standards and Professional Development shall account for 75% of the overall score¶~~

~~1. Nursing Process shall account for 75% of the 75%¶~~

~~2. Professional Development shall account for 25% of the 75%¶~~

~~If performance evaluations are grieved pursuant to Section22.01(G), they shall first be submitted to the committee for review prior to advancing to the 2nd step of the grievance and arbitration process outlined in the contract. The committee shall consist of three individuals selected by the hospital and three selected by the union.~~

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HMH – Jersey Shore University Medical Center

Katie Lucani

Date: 10/11/2022

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Date: 10/11/2022

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EMPLOYER PROPOSAL #32

Amended 9.27.22

NEW SIDE LETTER – TBD

1. **The Employer and the Union agree to the use of the New Nurse evaluation form , attached as APPENDIX - TBD.**

2. **Individual managers or supervisors may not add to or alter the criteria or indicators of the New Nurse evaluation form.**

3. **The New Nurse evaluation form, including the scoring or rating scale, shall not change for the duration of the agreement.**

4. **A score of inconsistent performer, or unsatisfactory, are to include written objective documentation and commentary in order to support the score.**

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EMPLOYER PROPOSAL #32

HMH – Jersey Shore University Medical Center

Katie Lucani

Date: 10/11/2022

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

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10/11/2022

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Date: 10/11/2022

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

MEMORANDUM OF AGREEMENT
BETWEEN
HPAE LOCAL 5058
AND
HMH- JERSEY SHORE UNIVERSITY MEDICAL CENTER

CHILD CARE RETENTION BONUS

A retention bonus of $7,500 will be offered to all team members who remain in their child care positions through December 31, 2022.

HMH – Jersey Shore University Medical Center

Date: 8/29/2022

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

Date: 8.8.2022

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EMPLOYER PROPOSAL #32

Amended 9.27.22

NEW SIDE LETTER – TBD

1. **The Employer and the Union agree to the use of the New Nurse evaluation form , attached as APPENDIX - TBD.**

2. **Individual managers or supervisors may not add to or alter the criteria or indicators of the New Nurse evaluation form.**

3. **The New Nurse evaluation form, including the scoring or rating scale, shall not change for the duration of the agreement.**

4. **A score of inconsistent performer, or unsatisfactory, are to include written objective documentation and commentary in order to support the score.**

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DocuSign Envelope ID: 5C2495E3-401E-48CB-BD9C-5A62FD5EE989

EMPLOYER PROPOSAL #32

HMH – Jersey Shore University Medical Center

Katie Lucani

Date: 10/11/2022

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

DocuSigned by:
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10/11/2022

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****MOCK-UP****

DISCLAIMER: Actual form in MySuccess will not appear exactly like this. Text, language, layout may change. Does not include system features- Goal/metric scale, Writing Assistant, Stack Ranker, Get Feedback, etc.

[redacted]

2022 Nurse Evaluation Form for _____

TEAM MEMBER INFORMATION

Name:
EEID:
Manager Name:
Job Title:
Cost Center:

The HMH Performance Management process involves ongoing performance coaching and feedback throughout the year. This annual performance evaluation form serves as an overall summation of the individual's performance. Using a 5-point scale, the leader assigns a rating for each of the following criteria: professionals standards of practice and team member behaviors. If goals exist, they may be rated Met/Not Met.

PROFESSIONAL STANDARDS OF PRACTICE- 50%

ASSESSMENT

- Collects comprehensive data pertinent to the patient's health or the situation.
- Performs age and disease specific assessment / data collection independently in a systematic manner focusing on physiologic, psychological and cognitive status.
- Recognizes clinical and diagnostic status changes in patient status.
- Identifies variables in patient/family education needs based on age, disease, and cultural specific learning differences.

Self-Rating:	
Leader Rating:	

PLAN

- Develops a plan of care that prescribes strategies and interventions to attain expected outcomes.
- Formulates age and disease specific patient / family centered goals / outcomes based on assessment data.
- Develops and coordinates a plan of care which is patient / family focused, prioritized and encompasses the continuum of care.

Self-Rating:	
Leader Rating:	

IMPLEMENTATION

- Communicates, coordinates, and implements the plan of care.
- Implements age and disease specific care in an organized and timely manner.
- Provides or coordinates the patient / family education as needed and ensures understanding.
- Performs according to established protocols in clinical situations, including communicating with appropriate persons and documenting events.
- Provides nursing care and treatments that reflect the patients' needs, advocates appropriately and demonstrates evidence based nursing practice and compliance with standards.

Self-Rating:	
Leader Rating:	

EVALUATION

- Evaluates progress toward attainment of outcomes.
- Utilizes critical thinking skills based on nursing knowledge to achieve desired patient outcomes.
- Initiates interventions related to patient's change in condition and unexpected response to care.
- Evaluates age and disease specific patient response to care and revises plan based on ongoing assessment and goal / outcome attainment

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8/10/22

Self-Rating:	
Leader Rating:	

COMPETENCY

- Completes and maintains all required organizational, unit/departmental, population specific and disease specific competency requirements
- Completes and maintains all required certifications and licenses required for the role
- Reviews and refers to all applicable practice related policies
- Understands and adheres to established safety standards and requirements (Organizational, Joint Commission, National Patient Safety Goals, Medication Administration, Universal Precautions, etc.)

Self-Rating:	
Leader Rating:	

Section Comments

Self-Comments:	
Leader Comments:	
Feedback Provider Comments:	

TEAM MEMBER BEHAVIORS- 50%

CREATIVE

- **Seeks to fully understand the "why" with a bias to action for the outcomes that matter most**
  - Asks the right questions to accurately analyze situations. Clarifies information needed to solve problems. Acquires feedback, data, and ideas from multiple and diverse sources/stakeholders when solving problems to ensure solution meets need. Uncovers root causes to difficult problems. Evaluates pros and cons, risks and benefits of different solution options.
- **Takes initiative to make things better; never settles for "it has always been done that way"**
  - Defines requirements and resources needed to implement new ideas. Produces a wide range of ideas and suggestions when presented with a problem or challenge. Comes up with creative, new ways of doing things. Identifies problems and solutions that others might miss.
- **Remains open to change and quickly adapt as required**
  - Appropriately adjusts behavior and activities to changing conditions. Achieves forward progress in the face of poorly defined situations and/or unclear goals. Able to work effectively with limited or partial information.

Self-Rating:	
Leader Rating:	

COURAGEOUS

- **Upholds HMH's Standard of quality, safety and service**
  - Respects and follows safety policies and regulations. Demonstrates above-the-line behavior. Scans the environment for things that may pose a safety risk. Critically reviews work processes to ensure quality. Addresses problems that could impact quality. Makes sure project deliverables and services meet all requirements and expectations. Does not make the same mistakes twice.
    ADDITIONAL FOR CLINICAL TEAM MEMBERS: Speaks up for safety and advocates for patients. Employs available safety mechanisms in the delivery of care and practices appropriate hand hygiene. Promotes hand hygiene compliance by modeling best practice and reminding others to prevent hospital acquired infections.
- **Delivers and take accountability and ownership of their work**
  - Takes accountability for delivering on commitments. Owns mistakes and uses them as opportunities for learning and development. Openly discusses his/her actions and their consequences both good and bad.
- **Constantly strives to achieve operational excellence**
  - Critically reviews work processes and addresses problems to ensure quality. Ensures project deliverables and services meet all requirements, timelines, and expectations. Elevates project concerns to senior levels of

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leadership when appropriate. Bases decisions on a systematic review of relevant facts and information and avoids making assumptions or rushing to judgment. Pursues challenging goals and objectives and is willing to put in considerable effort to achieve them.

Self-Rating:	
Leader Rating:	

COMPASSIONATE

- **Strives to make people healthier**
  - Promotes healthy and effective methods to manage stress and build resilience. Encourages others to utilize safe and healthy work practices. Keeps an appropriate balance between work and non-work demands and seeks support/assistance when needed. Effectively manages and resolves competing work and non-work demands.
- **Shows compassion, kindness and empathy in every interaction**
  - Shows empathy toward challenges, concerns and problems faced by others. Takes a tolerant and patient approach with people who are struggling with difficult challenges. Helps to put people at ease and make them feel more comfortable.
- **Creates personal and memorable connections**
  - Finds topics and common interests that he/she can use to build rapport with others. Gives people full attention. Uses paraphrasing and repeats things back to ensure understanding. Tailors message and style of conversation to fit the interests and needs of the audience/listener. Modifies approach based on cues from others. Makes an effort to treat people in a way that makes them feel comfortable and respected.

Self-Rating:	
Leader Rating:	

COLLABORATIVE

- **Is committed to success of others**
  - Helps people find common goals and interests. Finds mutually agreeable solutions to problems. Responds positively to requests. Helps others achieve their goals. Considers how his/her actions will impact others. Looks for ways to contribute to the team.
- **Encourages diversity of perspectives, thoughts and backgrounds**
  - Shows respect for the beliefs and traditions of others. Encourages and promotes practices that support cultural diversity. Discourages behaviors or practices that may be perceived as unfair, biased, or critical toward people with certain backgrounds. Helps create an inclusive environment to ensure diverse people and diverse thinking are celebrated.
- **Works across teams to get best results**
  - Emphasizes the importance of people's contributions. Lets people know why their work is important and how it will benefit themselves and others.

Self-Rating:	
Leader Rating:	

CONNECTED

- **Driven by a strong sense of purpose**
  - Supports and shows personal commitment to HMH's and the department's Vision. Actively participates and takes the initiative to get involved. Willing to make repeated efforts. Maintains a positive attitude despite adversity or difficult situations. Stays calm, focused and composed in stressful or high pressure situations. Readily takes action to handle challenges and tough issues.
- **Finds strength in one another and our shared experience**
  - Builds strong formal and informal networks and maintains relationships across a variety of functions and departments. Demonstrates that they value others. Applies other's diverse experiences, styles, backgrounds, and perspectives to get results. Gets to know others and brings similarities to the forefront. Is visible, approachable and willing to help others. Puts themselves in other people's shoes.
- **Creates an inclusive environment by celebrating diversity and championing allyship**
  - Contributes to a work climate where differences are valued and supported. Is sensitive to cultural norms, expectations, and ways of communicating. Builds bridges with people from different backgrounds throughout

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the organization. Can interact effectively and respectfully with all. Creates partnerships and draws upon various relationships to exchange best practices, ideas, resources, and know-how.

Self-Rating:	
Leader Rating:	

Section Comments

Self-Comments:	
Leader Comments:	
Feedback Provider Comments:	

GOALS [If applicable. "Met" vs. "Not Met" rating. Section is for business goals, not professional development goals. Goals automatically import into form from 2021 Goal Plan] 0%

- **Goal #1**

Self-Comments:		**Self-Rating:**	
Leader Comments:		**Leader Rating:**	
Feedback Provider Comments:			

- **Goal #2**

Self-Comments:		**Self-Rating:**	
Leader Comments:		**Leader Rating:**	
Feedback Provider Comments:			

- **Goal #3**

Self-Comments:		**Self-Rating:**	
Leader Comments:		**Leader Rating:**	
Feedback Provider Comments:			

PROFESSIONAL DEVELOPMENT GOAL 0%

Enter your Development Goal below:

SUMMARY

ATTESTATIONS

I (Nurse) have taken my peer feedback into consideration when completing my self-assessment and setting my development goals for the coming year. Yes | No

I (Leader) confirm that Peer Review has occurred within the performance cycle, if applicable Yes | No | n/a

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8/10/22

I (Leader) confirm nurse's attendance at 50% of unit based council meetings: Yes | No

OVERALL LEADER COMMENTS

_____

_____

_____

PERFORMANCE RATING SUMMARY

Performance Rating: X.XX / 5.00

SECTION/ITEM	RATING	WEIGHT
SECTION I: PROFESSIONAL STANDARDS OF PRACTICE (50%)		
ASSESSMENT		10%
PLAN		10%
IMPLEMENTATION		10%
EVALUATION		10%
COMPETENCY		10%
SECTION II: TEAM MEMBER BEHAVIORS (50%)		
CREATIVE		10%
COURAGEOUS		10%
COMPASSIONATE		10%
COLLABORATIVE		10%
CONNECTED		10%
SECTION III: GOALS (0%; rated Met/Not Met)		
Goal #1		n/a
Goal #2		n/a
Goal #3		n/a
		100%

SIGNATURE SECTION

Leader Signature: _____

Team Member Signature: _____

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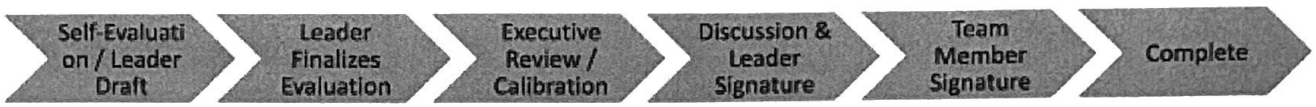
8/10/22

APPENDIX (supporting info)

ROUTE MAP



HMH Rating 5-point Rating Scale

5- Orchestrator of Excellence	Performance far exceeds expectations. Team Member or Leader is recognized as a top performer and considered an excellent resource for guidance, training, and support to others. Demonstrates high-level capabilities and proactively takes on higher levels of responsibility. Consistently works to maximize overall objectives of the department and or HMH. This category is reserved for the Team Member or Leader/Physician who truly stands out as a role model and clearly and consistently demonstrates exceptional behavior.
4- Star Performer	Performance frequently exceeds expectations. Team Member or Leader demonstrates a high level of proficiency in the behaviors required for the role and performance is sustained and uniformly high. Demonstrates high levels of effort, effectiveness, and judgment with limited or no supervision. Works to exceed overall objectives of the department and/or HMH.
3- Valued Performer	Performance clearly and fully meets all expectations. Team Member or Leader gets the job done and is someone whose performance is reflective of a fully qualified and experienced individual in this position. Demonstrates consistent effort and sound judgment with moderate level of supervision, though minor deviations may occur. Contributes to the overall objectives of the department and/or HMH.
2- Inconsistent Performer	Performance does not consistently meet all expectations. Team Member or Leader may be working toward gaining proficiency. The need for further development and improvement is recognized and supervision is often necessary. May or may not contribute to overall objectives of the department and/or HMH.
1- Unsatisfactory	Performance is consistently below expectations. Team Member or Leader is not performing to the requirements of the job, and a Performance Improvement Plan (PIP) is likely required. Requires a disproportionate amount of supervision and performance must improve significantly within a reasonable period of time if the individual is to remain in this position. Typically does not contribute to overall objectives of the department and/or HMH.

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HMH – Jersey Shore University Medical Center

Katie Lucini

Date: 10/11/2022

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

DocuSigned by:
Frederick De Luca
527714C7434E45D...

Date: 10/11/2022

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

TENTATIVE AGREEMENT
BETWEEN
HPAE LOCAL 5058
AND
HMH- JERSEY SHORE UNIVERSITY MEDICAL CENTER

~~**SIDE LETTER # 12 – 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 8: Monetary Benefits~~
  - ~~8.01 – 8.03: Holidays~~
  - ~~8.04 Paid Time Off~~
  - ~~8.05 Earned Sick Leave~~
- ~~Absenteeism and Lateness policy~~
- ~~Guidelines for Cooperation and Discipline policy~~
- ~~Recording Hours and Meals policy~~
- ~~Work Breaks and Meal Breaks policy~~
- ~~Overtime rules listed in Article 7.02 Premium Compensation Rate~~

HMH – Jersey Shore University Medical Center

Katie Luciani

Date: 8/29/2022

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

Date: 8/8/2022

TENTATIVE AGREEMENT
BETWEEN
HPAE LOCAL 5058
AND
HMH- JERSEY SHORE UNIVERSITY MEDICAL CENTER

SIDE LETTER # 13 - Staffing

A. ~~It is the Medical Center's intent to fill the following open positions to address the Union's staffing concerns during negotiations in the following areas within one hundred eight (180) days of ratification:~~

- ~~2 ED~~
- ~~18 Med Surg/Tele/float~~
- ~~5 Critical Care~~
- ~~3 Other~~
- ~~6 OB~~
- ~~6 Ped/PICU/NICU~~
- ~~4 Periop~~

B. ~~In the first quarter of 2019 the Hospital will notify the Union if a per diem position will be converted to a full-time or part-time position in a particular unit. The per diem currently filling the position to be converted and who is in good standing will be selected to fill the resulting full-time or part-time position without regard to the selection process in the contract. If two or more per diems in the subject unit express interest, then the normal selection process will be used to select the successful applicant. This process will only apply to positions identified by the Hospital in the first quarter of 2019.~~

~~This Section B will sunset on April 30, 2019, unless mutually agreed by both parties.~~

HMH – Jersey Shore University Medical Center

Katie Lunari

Date: 8/29/2022

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

Frederick De Luca

Frederick De Luca, MA, RN
Health Professionals and Allied Employees
Director of Membership Representation

Date: 8/8/2022

TENTATIVE AGREEMENT

SIDE LETTER # 1

1. **MAINTAIN CURRENT CONTRACT LANGUAGE**
2. **A** Market Rate Adjustments: Give the volatility of the current labor in Southern New Jersey, any market rate adjustments offered to Ocean University Medical Center, Riverview Medical Center, and Southern Ocean Medical Center RNs will also apply to JSUMC RNs. The employer will notify the union before implementation of such changes. This Side Letter (2 A and B) shall sunset September 30, 2023.

   B. The Hospital and Union agree to meet no later than July 1, 2023 to discuss the local labor market(Monmouth and Ocean Counties) and any concerns about non-competitiveness.

JERSEY SHORE UNIVERSITY MEDICAL CENTER

Katie Lunari

Date: 10/12/2022

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

Frederick DeLuca

Date: _____

Duration

Either party may notify the other of its desire to terminate its agreement and renegotiate a new agreement in writing at least ninety (90) days prior to the expiration of this Agreement.

This agreement shall expire 7:00 a.m. on September 8, 2025.

10/12/2022

Katie Luciani
10/12/2022

TENTATIVE AGREEMENT
BETWEEN
HPAE LOCAL 5058
AND
HMH- JERSEY SHORE UNIVERSITY MEDICAL CENTER

~~**SIDE LETTER # 17 – New Wage Scale Appeal Process**~~¶

~~**RN Years of Experience Compensation Program**~~¶

~~**JSUMC RN Years of Experience Survey Results & Implementation**~~¶

- ~~The final survey results and RN YOE files will be provided to the union on June 23, 2020. The file will include all RN survey results up to May 20, 2020.~~¶
- ~~RNs will be notified of either their new hourly pay rate effective July 12, 2020 (pay date July 31) or that they have not completed the YOE survey and, therefore, a new hourly pay rate cannot be provided for July 12, 2020.~~¶
- ~~If there's disagreement with RN pay rate, RNs with new pay rate effective date of July 12th may file an appeal to HMH HR by July 30, 2020. RNs with new pay rate effective date of July 26th may also file an appeal to HMH HR by July 30, 2020. Such appeals will not be considered unless they are accompanied by an attestation form.~~¶
- ~~After such appeals have been filed, the parties will mutually agree on a time to meet and review each of the appeals.~~¶
- ~~After this appeal and review process has been completed, the parties will certify the list of current employees' years of service and all years of services and rates of pay will be final.~~¶

HMH – Jersey Shore University Medical Center

Katie Luciani

Date: 8/29/2022

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

Frederick De Luca

_____

__*Frederick De Luca, MA, RN*
Health Professionals and Allied Employees
Director of Membership Representation_

_____

_____

_____

Date: __8/8/2022_____