

**HPAE LOCAL 5058 INITIAL PROPOSAL TO HACKENSACK MERIDIAN HEALTH
BARGAINING TEAM PAY**

Union #1 Bargaining Team Pay:

Hackensack Meridian Health will pay for five (5) members of the HPAE Local 5058 bargaining team, and pay will be for a full day of missed work during negotiations.

HPAE LOCAL 5058 INITIAL PROPOSAL TO HACKENSACK MERIDIAN HEALTH
ARTICLE 3.02E NATIONAL CERTIFICATION

Union #2 Article 3.02E National Certification

~~E. National Certification: The Hospital shall provide 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. The National Certification shall be paid annually starting December 2021.~~

Eligibility:

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

- Must be a full-time or part-time or per diem team member in MyWay with standard hours of at least 20 hours a week as of THE END OF PAY PERIOD 23 WHICH TYPICALLY FALLS ON OR AROUND NOVEMBER 10TH. Per diem registered nurses are not eligible. Status in MyWay or payroll is defined as budgeted standard hours and not actual hours worked.
- Eligible job codes must require an RN license from all team members in the job code.
- Team member must be in an eligible job role AS OF THE END OF PAY PERIOD 23 WHICH TYPICALLY FALLS ON OR AROUND NOVEMBER 10TH.
- Certification must be on the American Nurses Credentialing Center (ANCC) approved list of certifications.
- Certification must NOT be part of the professional licensure requirement
- Advanced Practice Nurses are not eligible for annual certification compensation

Procedure:

Reimbursement for valid certification exam or renewal fees:

In order to receive financial compensation for National Certification, the Registered Nurse must take an exam and maintain the certification listed on the American Nurses Credentialing Center (ANCC) approved list. This list is subject to change by the ANCC.

Exam and renewal fee reimbursement will be for up to TWO qualifying certifications.

Once exam has been paid for in full, proof of payment must be submitted for expense reimbursement through My Way People Soft. Once all appropriate documentation is received, Reimbursement will be processed within the next two pay cycles.

Exam and Renewal fees MUST be applicable to the nurse's area of current practice. Reimbursement for the second certification MUST be signed off /approved at the Director level at the campus of employment.

Note: In cases when the nurse does not pass the examination, they may request permission at that time to be reimbursed for ***retaking the exam***. Permission is granted after discussion with nursing leadership and nursing education. If permission is obtained, it is with the understanding that the nurse will register for the next certification exam and discuss and develop a study/preparation plan with Nursing Education. The nurse must meet the obligations of the agreed upon plan.

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Annual Incentive Compensation

The certification bonus will be paid for ONE certification only.

To obtain annual financial compensation proof of passage of the certification exam must be current and reflected in My Way People Soft BY THE END OF PAY PERIOD 23 WHICH TYPICALLY FALLS ON OR AROUND NOVEMBER 10TH.

The annual bonus is paid each December.

Team Members will have 30 days from the date of payment to allow for any certification corrections and appeals. Appeals greater than 30 days past the payment date will not be considered for current year payment.

Eligible nurses will receive ~~\$2,500.00~~ **\$5,000** as an annual certification bonus prorated for part timers based upon standard hours in MyWay. Standard hours refers to budgeted standard hours in MyWay and not actual hours worked. The ~~\$2,500~~ **\$5,000** annually is the maximum you can receive whether you have one certification or many.

Maintenance of First Certification

- Certification must be maintained to continue to receive annual financial compensation.
- Certification must continue to be on the American Nurses Credentialing Center (ANCC) approved list of certifications at the time of payment.
- Timely renewal of Certification is the responsibility of each Nurse, and must be obtained according to the rules of the nursing organization which issued the certification.
- Proof of valid certification must be reflected in My Way People Soft BY THE END OF PAY PERIOD 23 WHICH TYPICALLY FALLS ON OR AROUND NOVEMBER 10TH. Team Members are responsible for allowing enough time to ensure certifications are reflected in MyWay by the deadline, which could take up to three pay periods to process.
- Employees who opt for recertification by examination can submit for reimbursement of the examination fees. The same process as outlined above is to be followed. Employees opting for renewal through submission of continuing education credits will be reimbursed for the renewal fee.
- If a certified nurse transfers to another clinical department, the previously held valid certification will be honored until the nurse is eligible for the new department's applicable certification.

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HPAE LOCAL 5058 INITIAL PROPOSAL TO HACKENSACK MERIDIAN HEALTH
ARTICLE 3.04 STAFFING

Union #3 Article 3.04 Staffing

3.04 Staffing

A. INTRODUCTION

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

B. STAFFING STANDARDS

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

1. Emergency Department Staffing ~~Committee~~:

The following staffing shall apply:

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

(a) In the Emergency Department only, if fewer than three Assistant Nurse Managers are on duty in the department, one or more bargaining unit members may be assigned to perform the duties of charge nurse.

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

7 am. to 11 am - ~~2~~**3** RNs,

11am to 11pm. - ~~3~~**4**RNs

11 pm. to 7 am. – ~~2~~**3**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 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 necessarily 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.

(d) A Patient Care Technician shall be assigned to ambulance bay triage at all times.

(e) The minimum Emergency Department RN staffing will be as follows, and shall be increased as dictated by factors including patient needs and required nurse-to-patient ratios:

7 am to 11 am – 20 RNs

11 am to 3 pm – 24 RNs

3 pm to 11 pm – 26 RNs

11 pm to 7 am – 21 RNs

(df) 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).

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 #.##**
- Weekend Program 24/36 Section 4.06
- Voluntary On Call Section 11.05

D. CRITERIA FOR PATIENT CARE UNITS

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

Units:

1. Management

Nurse Manager:

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HPAE LOCAL 5058 INITIAL PROPOSAL TO HACKENSACK MERIDIAN HEALTH
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Selection Process: The nurse manager will be selected through an interview process with the Chief Nurse Executive, Campus Executives, Physician Leadership, Peers and Staff.

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

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

- Leading
 - o Motivating and Influencing Others
 - o Managing Vision and Purpose
 - Standards and Accountability
 - o Clinical Quality Management and Service Orientation
 - o Accountability
 - Planning and Decision Making
 - o Problem Solving and Innovation
 - o Initiative
 - o Financial Savvy
 - Communication
 - o Active Listening
 - o Clearly articulates message - verbal and written
 - Developing People
 - o Identify and Recruit Top Talent
 - o Developing and Retaining Top Talent
 - Building Relationships
 - o Showing Support
 - o Team Building
 - Conflict Prevention and Management
2. Staff Selection Process
- (a) Peer Interviewing: Utilization of guidelines from Human Resources
3. Professional Growth

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(a) Clinical Ladder Program: **(moved to Union #26 proposal)**

~~All full time and part time and per diem (benefit eligible) RNs may apply to the Clinical Ladder Program, in accordance with the Clinical Ladder Guidelines at Appendix~~

~~F. The Clinical Ladder program is designed to reward and recognize exemplary professional practices. RNs may apply to the program on a quarterly basis.~~

(b) National Certification **(moved to Union #2 proposal)**

~~(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 bachelor's 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.

(d) Special Bachelor's Degree Labor-Management Committee:

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

(e) All job postings (§ 5.10 A. 1) for a staff RN position shall not have a bachelor's degree as minimal educational requirement.

(f) There will be no discipline or negative affect or be considered a condition for employment for an employee who fails to obtain a Clinical Ladder level or National Certification

4. Technology Enhancement

(a) There will be an adequate number of computers available for the employees.

(b) Mobile phones will be supplied to nurses on patient care units as needed.

(c) Except in a case of intentional mistreatment, employees shall not be responsible for replacements of lost, stolen or damaged equipment.

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5. Staffing

~~Staffing on units will be determined by the patient needs. The workload for Registered Nurses shall be determined by the needs of the patients. Specialty Organization recommendations for staffing levels shall be considered.~~

- (a) Staffing Ratios:** The Employer must provide and always maintain the below RN to patient ratios (Table X) at a minimum. Additional RN staff will be utilized on units as determined by factors including patient needs and acuity, nursing skill mix, and staffing levels of ancillary personnel.

A registered nurse shall not be included in the calculation of the RN-to-patient ratio unless that nurse is physically present on the unit for the majority of the shift, has a current and active direct patient care assignment, and has completed their orientation period as described in Section 3.02. A registered nurse who is performing the duties of charge nurse (or triage nurse or lead in the ED), or who is assigned a 1:1 patient assignment on a unit where staffing levels are typically lower, shall not be included in the calculation.

To ensure that RN-to-patient ratios are maintained throughout the shift, the Hospital will assign employees to provide lunch coverage on all patient care units on all shifts. This coverage will be provided near the middle of the shift at times when the employee cafeteria is open.

Patients shall be cared for only on units or in patient care areas where the direct care registered nurse-to-patient ratios meet the level of intensity, type of care, and the individual requirements and needs of each patient. Units that have mixed patient populations shall apply the nurse-to-patient ratio of the unit or the ratio indicated based on the category of the patient, whichever is higher.

Table X – a direct care registered nurse may be assigned to not more than the following number of patients on that unit:

Minimum Staffing Levels (RN:Patient)	
All patients under anesthesia or in the intraoperative phase in all procedural areas (including OR, cardiac cath lab, angiography, endoscopy, EP lab, etc.), all patients in Labor & Delivery, all patients post-anesthesia (PACU), and all trauma department patients	1:1
Emergency Department critical care patients, surgical prep, pediatric same day surgery, and all ICUs/CCUs, including: CVICU, Neonatal ICU, MICU/CCU, SICU, Neurosurgical ICU, and Pediatric ICU	1:1-2
Postpartum (complicated)	1:2 couplets
Postpartum (uncomplicated)	1:3 couplets

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Antepartum, inpatient dialysis, all stepdown units (including NICU stepdown), and all telemetry units, including: Care Transition Center, NWP 2/5/6, Meh 5/6/7, Booker 3, Brennan 5, Brennan 6 Onc/BMT, and Ackerman 3E/3S/4S/5E/5S	1:3
Observation, all medical/surgical units, all pediatric units, and the Emergency Department where nurses will not be assigned patients in more than one pod or section (e.g. Pod A, Pod B, Fast Track, inpatient holding, pediatric ED)	1:4
All behavioral health/psychiatric units (including Emergency Psychiatric Services and the inpatient psychiatric unit), well-baby nursery, and ambulatory oncology	1:5
Outpatient dialysis	1:6

- (b) If a new patient care unit is opened, or there is a permanent change to the patient population on a specific unit, then by majority vote the Staffing Committee shall determine the appropriate ratio on such unit based on similarity to other units listed in Table X. If the Committee cannot reach a majority decision in two consecutive meetings, then any staffing plan implemented by the Hospital shall be subject to the grievance and arbitration provisions of this Agreement.
- (c) The methods used by the Hospital to evaluate patient acuity and/or nurse workload shall be presented to and adopted by the Staffing Committee.
- (d) Notwithstanding any other part of this Agreement, at no time will any patient care unit be staffed with fewer than two RNs.
- (e) The Hospital shall be staffed with a dedicated Rapid Response Team and a dedicated Phlebotomy team at all times.
- (f) Documentation:
In those situations where ratios are not met, the Union may request documentation of all efforts management made to meet the ratio for that shift (e.g., calling Per Diems, offering OT, etc.).
- (g) Unsafe Staffing Pay:
If the Hospital has understaffed on a particular unit more than fifty (50) percent of the time during a shift, then employees on the unit shall receive a \$250 bonus for working that shift in addition to any other applicable pay or incentives.
- (h) The Employer recognizes that adequate ancillary assistance, particularly direct patient care provided by Patient Care Technicians ("PCTs") is essential to provide safe, quality patient care. Therefore, priority will be given to maintain PCTs on the unit in a direct care capacity; not including one-to-one patient care assignments. **The Hospital's unit-based staffing levels for**

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PCTs, Monitor Technicians, and other ancillary staff will not be decreased for the duration of this agreement.

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

E. Patient Safety and Satisfaction:

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

- Critical shift bonus for employees who come in to work
- Voluntary on call (calling in individuals who have made themselves available to work)
- Use of per diem nurses
- Calling in/obtaining extra PCTs to assist with patient care
- Utilize the float districts and adjust staff accordingly (see 6.06).

F. Staffing Committee

The Union and Hospital agree to maintain a Staffing Committee which will meet at mutually agreed upon times. The Hospital shall schedule conference rooms for a period of one (1) hour for Staffing Committee meetings. The Staffing Committee shall be co-chaired by a representative for the Hospital and Union: 1) Hospital co-chair shall be the CNE or nursing leader authorized to make decisions; and 2) the Union co-chair shall be a Union officer or designee. There shall be an equal number of participants selected by the Union and the Hospital. Others may be invited as needed.

Minutes shall be kept and approved and entered into the labor management meeting record before the start of the next meeting. Canceled meetings shall be rescheduled, if requested by either party, within a
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reasonable period and before the next regularly scheduled meeting. The Staffing Committee shall be charged with reviewing and addressing issues related to staffing, quality and patient satisfaction in order to identify and develop strategies to improve both.

The Hospital will maintain an electronic "Short Staffing" form accessible to all employees. Short Staffing reports shall serve as a formal mechanism for reporting and tracking real-time staffing action plans to the Union President and designee.

- (a) Review the Patient Acuity System for its validity.
- (b) Develop and approve an on-line survey to evaluate Nurses' overall satisfaction results with staffing.

The Hospital shall provide the Staffing Committee with the following patient outcomes, as requested:

- Patient satisfaction with nursing care
- Patient satisfaction with Pain Management
- Monthly Patient Satisfaction Reports survey (HCAHPS) broken down by department or unit
- Nosocomial Infection rate
- Patient Falls
- Nosocomial Pressure Ulcer Rate
- "Short Staffing" Reports
- Readmissions rates
- Turnover and vacancy rates
- Work related injuries
- Rapid responses

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 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.

G. Patient and Family Concerns:

Patient complaints and low survey scores shall be investigated collaboratively with the staff involved in order to develop a course of action. When a difficult situation is identified by staff, a prompt collaborative plan will be developed with the manager and staff in order to address the situation. The issue will also be addressed during the Staffing Committee meeting or other times as mutually agreed. The discussions shall be used to assess the root cause of the complaint, implement interventions, and evaluate effectiveness. This may include setting boundaries with the patient and/or patient's family and significant others, as well as adjusting work assignments.

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H. Patient Satisfaction Survey / HCAHPS:

The HCAHPS (Hospital Consumer Assessment of Healthcare Providers and Systems) survey or another patient satisfaction surveys, or reports shall be used by the staffing committee to develop ways to improve the scores on each unit which may include additional staffing, change in skill mix, or interpersonal skills of the team. The intent of the surveys/feedback is to improve the patient and family experience.

3.05 Joint Committees:

The Hospital shall have the right to establish joint committees in the workplace that involve bargaining unit employees. The Hospital shall notify the Union when standing committees are established by the Hospital that include bargaining unit staff. This notification shall include the purpose, approximate meeting schedule and bargaining unit staff involved. Joint committee members shall be afforded time during the workday to attend such meetings as approved and pre-scheduled by the Nurse Manager.

Participation in all such joint committees on an employee's scheduled time off shall be voluntary and compensated at the employee's regular compensation rate of pay in accordance with Section 7.07.

Such off-duty time shall not count as time worked for overtime calculation. No managerial or non-bargaining unit duties will be assumed by the employee as a result of any decision by a joint committee. Once the Union Chairperson of the local has been notified of the joint committees and members in the first paragraph, the Union shall have the right to designate other bargaining unit members to such joint committees or utilize the existing bargaining unit members of the committees. Bargaining unit member will have an opportunity to co-chair joint committees approved by the Labor / Management committee.

Only bargaining unit members so designated by the Union Chairperson or his/her designee shall be authorized to deal with issues concerning wages, hours and working conditions as defined as mandatory subjects of bargaining within the meaning of the National Labor Relations Act.

3.06 Non-Nursing Duties

The parties recognize that RNs are highly educated professionals whose chief responsibility is patient care. The employer recognizes the importance of minimizing performing non-nursing duties and that the duties normally performed by clerical, housekeeping, transport or maintenance employees be performed by those employees and not RNs.

3.07 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.

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- b. OR Night Shift (11 pm. – 7 am.): Night Shift will be staffed with minimum of 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 two (2) RNs and two (2) surgical scrubs.
 - ii. Night shift: The OR will be staffed with minimum of 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.
 - ii. This team will be staffed based on OR case volume and needs, normally with minimum of 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. The Union reserves the right to add to, delete or otherwise modify these proposals during the course of negotiations

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- 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 thirty (30) days of employment. Weekends, holidays, and on-call shall be required for any agency nurse whose contract is extended beyond thirty (30) 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)

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- 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.

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ARTICLE 5.11 TRANSFER TO PER DIEM CLASSIFICATION

Union #4 Article 5.11 Transfer to Per Diem Classification

5.11 Transfer to Per Diem Classification:

Any Full or Part time employee with a total of three (3) years seniority or more can transfer into a per diem status regardless of existing open positions.

For employees **with less than three (3) years seniority** 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 employee and/or their family, including:

- ☐ Extreme childcare situations;
- ☐ A new medical diagnosis of an employee or their close family member, for whom the employee needs to provide care;
- ☐ Behavioral or psychiatric diagnosis requiring shorter work hours;
- ☐ Significant changes in an employee'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.

The Union reserves the right to add to, delete or otherwise modify these proposals during the course of negotiations

HPAE LOCAL 5058 INITIAL PROPOSAL TO HACKENSACK MERIDIAN HEALTH
ARTICLE 6.04 WEEKEND WORK

Union #5 Article 6.04 Weekend Work

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. **By mutual agreement between the Hospital and the Union, employees on a specific unit or department may be regularly scheduled to work fewer weekends.**

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

Employees who work in units or departments that are not open on weekends shall not be required to work weekends unless **by mutual agreement it is the Hospital** determined 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 makeup of weekend time missed.

The Union reserves the right to add to, delete or otherwise modify these proposals during the course of negotiations

HPAE LOCAL 5058 INITIAL PROPOSAL TO HACKENSACK MERIDIAN HEALTH
ARTICLE 6.06 FLOATING

Union #6 Article 6.06 Floating

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 "prescheduled" and is utilized only after all other options have been exhausted. **If a short staffing situation on a unit is foreseeable, a nurse who is not in the float pool will not be floated to that unit on a core shift unless the Hospital has first attempted to utilize the posting of overtime, voluntary on-call, and the Critical Shift Bonus to flex up staffing.**

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, RNs 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.

E. **A nurse who is not in the float pool will not be floated on a core shift until employed on his or her home unit for twelve months. However, a nurse who has completed their orientation may be deployed on an extra/overtime shift within their competencies.** ~~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.

The Union reserves the right to add to, delete or otherwise modify these proposals during the course of negotiations

HPAE LOCAL 5058 INITIAL PROPOSAL TO HACKENSACK MERIDIAN HEALTH
ARTICLE 6.06 FLOATING

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 RNs, 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) five (5)** years of BU seniority ~~as of 5/31/2020~~.

The Union reserves the right to add to, delete or otherwise modify these proposals during the course of negotiations

HPAE LOCAL 5058 INITIAL PROPOSAL TO HACKENSACK MERIDIAN HEALTH
ARTICLE 7.02 MONETARY BENEFITS & 7.07 PRECEPTOR DIFFERENTIAL

Union #7 Article 7.02 Monetary Benefits and Article 7.07 Preceptor Differential

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.

7.07 Preceptor Differential: An employee who acts as a Preceptor shall receive an additional ~~one (\$1.50) dollar and fifty cents~~ **five (\$5.00) dollars** per hour for each hour worked directly performing the duties of a Preceptor. **This will be paid for precepting anyone including but not limited to nurses, externs, and students.**

Preceptors shall take a preceptor class which shall include, but not be limited to, training in expectations and documentation.

The Union reserves the right to add to, delete or otherwise modify these proposals during the course of negotiations

HPAE LOCAL 5058 INITIAL PROPOSAL TO HACKENSACK MERIDIAN HEALTH
ARTICLE 7.08 & 7.09 FLOAT POOL PROGRAM

Union #8 Article 7.08 & 7.09 Float Pool Program

7.08 Registered Nurse Float Policy:

~~In accordance with the HMH Registered Nurse Float Policy, Full-time and Part-time Registered Nurses who are required to float shall receive a bonus of five (\$5) fifteen (\$15) dollars per hour for any core, extra, or overtime shift for which they are reassigned. The Hospital will provide 30 calendar days' notice of any changes to HMH RN Float Policy prior to implementation and will bargain over the effects.~~

7.09 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, ~~in accordance with the Registered Nurse Float Pool Policy, which is incorporated here by reference. The Hospital will provide 30 calendar days notice of any changes to HMH RN Float Pool policy prior to implementation and will bargain over the effects.~~ Employees in the float pool are not covered by the floating guidelines above and may be moved as assigned. Float pool positions will be posted and filled according to the job posting procedures.

C. Employees hired into the float pool will receive the fifteen (15) dollar float pay for all hours worked. If the employee is hired as a per diem, they will receive the higher of the per diem differential or float pay, not both.

D. The RNs will receive required orientation and be assigned a preceptor from the float pool. In the event this is not feasible, a preceptor will be assigned from each unit the RN will float to.

E. Based on individual experience, the float RN will receive the appropriate length of orientation.

F. RNs hired into the float pool are eligible to apply for the clinical ladder program.

G. The assigning of float nurses will be completed prior to the start of the scheduled shift.

H. Float assignments shall take into consideration:

- * Experience of staff on the unit**
- * Experience/competencies of the float nurse**
- * Patient acuity**
- * Unit census/staffing ratios**

I. 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.

J. A shift is defined as an eight (8)- twelve (12) hour period of time.

K. Weekend shifts are Friday 7 pm – Monday 7 am.

The Union reserves the right to add to, delete or otherwise modify these proposals during the course of negotiations

HPAE LOCAL 5058 INITIAL PROPOSAL TO HACKENSACK MERIDIAN HEALTH
ARTICLE 7.08 & 7.09 FLOAT POOL PROGRAM

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

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

N. Float Nurses will not be required to perform functions of charge nurse, **but may volunteer to fill the charge role if competent.**

O. Float Nurses will not be required to take call., ~~however Float Nurses can volunteer to fill charge role if competent.~~

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

The Union reserves the right to add to, delete or otherwise modify these proposals during the course of negotiations

HPAE LOCAL 5058 INITIAL PROPOSAL TO HACKENSACK MERIDIAN HEALTH
ARTICLE 8.01 HOLIDAYS

Union #9 Article 8.01 Holidays

A. Eligibility

Regular full-time and regular part-time benefit-eligible positions (working 20 - 35.99 hours per week) are eligible for holiday pay. Employees whose standard hours are less than 20 hours per week, have a status of Per Diem or a status of Temporary are not eligible for holiday pay. New hires are eligible for calendar (observed) legal holidays from date of hire as the holiday occurs.

B. Holidays

Full-time benefit-eligible employees (36 to 40 hours per week) receive 8 hours pay for the following holidays. Holiday hours for part-time benefit-eligible positions (working 20 – 35.99 hours per week) are prorated according to their standard hours.

Holiday (and day observed)

New Year's Day (January 1)

MLK Day (January 19)

Presidents Day (Third Monday in February)

Memorial Day (Last Monday in May)

Juneteenth (June 19)

Independence Day (July 4)

Labor Day (First Monday in September)

Patriot Day (September 11)

Indigenous Peoples Day (Second Monday in October)

Thanksgiving Day (Fourth Thursday in November)

Christmas Day (December 25)

C. Holiday Accruals

- ☐ Full-Time (.9 and 1.0 FTE): 8 hours per holiday
- ☐ Part-Time benefit-eligible (.8 FTE) = 6.4 hours per holiday
- ☐ Part-Time benefit-eligible (.6 FTE) = 4.8 hours per holiday
- ☐ Part-Time benefit-eligible (.5 FTE) = 4.0 hours per holiday

D. Holiday Pay

All non-exempt employees scheduled to work during the ~~six (6)~~ **eleven (11)** observed legal holidays are paid time and one-half (premium pay) for the holiday worked. The holiday premium pay is only applied to all hours worked between 12:00 a.m. at the start of the holiday and 11:59 p.m. at the end of the holiday (the holiday differential zone).

Benefit-eligible team members can supplement holiday hours with PTO or available holiday time if they are regularly scheduled to work more than the holiday benefit allotment (for example, a 12-hour team member can supplement the 8 hours of holiday pay with 4 hours of PTO).

The Union reserves the right to add to, delete or otherwise modify these proposals during the course of negotiations

HPAE LOCAL 5058 INITIAL PROPOSAL TO HACKENSACK MERIDIAN HEALTH
ARTICLE 8.01 HOLIDAYS

Benefit-eligible team members who are scheduled to work the observed holiday may take their holiday before or after the date depending upon the department work schedule. Team members will be able to carry over ~~one~~ **two** days (the **Thanksgiving holiday and 12/25 holiday**) to the following year, if not used in the year it is accrued.

Those days can be used anytime the following year. The other ~~five~~ **nine** holidays must be taken in the year they occur, **or if not then they can be converted to PTO days or paid out at the end of the year.** Team members can take holiday hours in advance of accruing but may never go more than the equivalent of one day in the negative.

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 holiday pay.

E. Holiday Observance

~~At the discretion of management,~~ Holidays that fall on a Saturday will be observed on the Friday preceding the holiday or that Saturday, and holidays that fall on a Sunday will be observed on Sunday, or the Monday following the holiday.

At the discretion of management, holidays that fall on a weekend may not be observed on Monday or Friday. Based on operational needs those units may operate on a full or reduced schedule.

F. Holiday Absences

An employee who is absent though scheduled to work the observed holiday itself or the workday immediately prior to, or subsequent to the holiday (not more than 72 hours), is not automatically eligible for holiday and/or sick pay. Medical or other documentation may be required by the manager for absences on the scheduled day of work prior to or after a holiday. Managers may authorize holiday pay, but such authorization must be consistently and fairly enforced within the department.

G. Termination of Employment

Employees are entitled to receive pay for any accrued, unused year-to-date holidays, as of date of termination, ~~with the exception that earned legal holiday hours will not be paid to an employee who employment is terminated in connection with disciplinary action.~~ If the employee terminates and has taken more holiday benefit time than accrued, these holiday hours will be deducted from the final paycheck.

8.02 Holiday Entitlement:

Recognizing that the Hospital works every day of the year and that it is not possible for all employees to be off on the same day, the Hospital shall have the right to schedule employees to work on holidays but will do so on an equitable basis and consult with employees as to preference. Supervisors will cooperate with RNs when requests for alternative Holiday scheduling are proposed.

Although 12-hour shift employees are not guaranteed to work only two (2) days in a work week

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HPAE LOCAL 5058 INITIAL PROPOSAL TO HACKENSACK MERIDIAN HEALTH
ARTICLE 8.01 HOLIDAYS

when they are scheduled off on a holiday, the hospital will make reasonable efforts to schedule employees who have requested to only work two (2) other days in a week when they are scheduled off on a holiday. Employees shall submit such requests by April 1st. Reasonable efforts shall include but not be limited to: seek volunteers, posting of additional time, offering critical shift bonus, pre scheduling of per diem (only in order to allow full-time and part-time benefit-eligible employees off), use of day agency staff and use of voluntary on call.

The Hospital may need coverage as outlined above in order to grant request. The employer will notify employees in writing by April 30th as to whether or not their holiday requests have been approved. If the Hospital is able to schedule only two (2) days in such a situation, the holiday shall be paid and considered a day worked. If the Hospital is not able to schedule only two (2) days, the employee shall be scheduled 3 (three) days and the employee shall receive another day off with pay. This compensatory day off for the holiday may not be scheduled earlier than thirty (30) days before the actual holiday and no later than thirty (30) days after the actual holiday unless deferral is mutually agreed upon by the Hospital and the employee.

If the employee is required to work 3 (three) days in a week in which they are scheduled off on a holiday, they will not be forced to accept payment for the holiday that week unless mutually agreed.

Employees who are scheduled to work on the actual holiday shall receive another day off with pay, provided they have legal holiday time available. This compensatory time off for the holiday may not be scheduled earlier than thirty (30) calendar days before the actual holiday date and no later than thirty (30) calendar days after the actual holiday unless deferral is mutually agreed to by employer and employee.

Eligible employees who normally work eight (8), ten (10) or twelve (12) hour shifts shall be entitled to holiday compensation on an hour for hour basis.

In holiday time selection, the Hospital will grant the request of the employee on the basis of:

A. If two (2) or more employees request the same day to be scheduled as holiday time and staffing permit two (2) or more absences, it shall be granted to all employees requesting such time.

B. If two (2) or more employees from the same unit request the same day to be scheduled as holiday and staffing permits limited absences, the employee having worked that holiday the previous year shall be granted the holiday.

C. Bargaining unit seniority shall prevail when employees received the same holiday off the previous year. An employee may waive such rights for the benefit of another employee by expressed wish.

8.03 Holiday Requirement

Full-time employees may be required to work up to three (3) holidays in a calendar year and shall

The Union reserves the right to add to, delete or otherwise modify these proposals during the course of negotiations

HPAE LOCAL 5058 INITIAL PROPOSAL TO HACKENSACK MERIDIAN HEALTH
ARTICLE 8.01 HOLIDAYS

be paid for ~~six (6)~~ **eleven (11)** holidays. Full-time employees with 30 years or more BU seniority may be required to work only two (2) holidays of their choice per calendar year shall be paid for ~~six (6)~~ **eleven (11)** holidays. One of the two Holidays must be on Christmas or New Years.

Part-time benefit-eligible employees may be required to work up to two (2) holidays in a calendar year and will be paid for two (2) holidays. A Part-Time Benefit Eligible employee with 30 years or more BU seniority may be required to work only one (1) holidays of his/her choice in a calendar year and will be paid for two (2) holidays. If a part-time benefit-eligible employee works three (3) holidays, they will be paid for three (3) holidays. The Holiday must be Christmas or New Years.

Part-time benefit-eligible employees shall work regularly scheduled hours on holiday weeks when holiday time is not paid (i.e., employee normally works three (3) eight (8) hour shifts per week, he/she is required to work three (3) eight hour shifts per week during four (4) out of the six (6) designated holidays. This includes departments that are closed on holidays.

Part-time non-benefit-eligible employees shall not be required to work a holiday. Full-time and part-time benefit-eligible employees may be required to work either Christmas or New Year's Day, but only if needed. No employee shall be required to work both Christmas and New Year's Day within an eight (8) day period. Bargaining unit employees shall alternate working Christmas and New Year's on a year to year basis in departments open on such holidays.

Employees shall not be required to work Thanksgiving and Christmas in the same season.

The holiday year for the purpose of scheduling shall be May 1st through April 31st.

Requests for holidays to be worked shall be submitted by ~~April 1st~~ **February 1st** of that year. The manager will post the holiday schedule by ~~April 15th~~ **February 15th**. An employee's holiday work requirement shall be considered satisfied in such cases when another employee volunteers to work on their scheduled holiday provided that:

- a) It does not result in additional overtime payment to the employee who volunteers,
- b) Such time is additional to the holiday requirements of the employee who volunteers or last assigned holiday rotation
- c) Holiday logs shall be kept.

An employee who works a holiday(s) in addition to his/her requirement, shall not be relieved of the Christmas/New Year's work obligations.

Departments open regular hours for holidays: The Manager of each unit will post a blank eight (8) hour schedule six (6) weeks before the posting of the schedule which includes the holidays, Christmas and Thanksgiving. Employees will be allowed to work eight (8) hour shifts provided all shift are appropriately covered. A decision will be made concerning the eight (8) hour shifts four (4) weeks prior to the posting of the schedule.

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HPAE LOCAL 5058 INITIAL PROPOSAL TO HACKENSACK MERIDIAN HEALTH
ARTICLE 8.01 HOLIDAYS

Employees may utilize benefit time to make up normally scheduled time above eight (8) hours if they so desire

Departments closed with on-call coverage for holidays:

** OR: see section 3.08A(6) and 3.08B - Staffing / C - Alternative Staffing Standards / 2 - Staffing OR)

- (a) Holiday On-call assignments shall be equally divided among all staff. In situations where holiday time is unequal, the on-call will be assigned in order of reverse seniority on a rotating basis. A holiday log shall be kept.
- (b) Holiday On-call shall be assigned for the six contract recognized holidays.
- (c) Each department will determine a fair system of rotating holiday assignments amongst staff. No employee shall be assigned a repeat holiday until each employee has been assigned said holiday.
- (d) Staff may trade or give away holiday on-call assignments but the manager must be notified in writing of the agreement between both parties, including signatures. The employee voluntarily accepting the on-call assignment is responsible for the holiday assignment. The holiday assignment of the employee giving away the call shall be considered satisfied.
- (e) The original assignment sheet will be maintained for subsequent scheduling purposes and any changes in assignments shall be reflected on the posted holiday call sheet. Voluntary switching of assignments does not alter the rotational system.
- (f) The holiday schedule will be posted as per contract.

The Union reserves the right to add to, delete or otherwise modify these proposals during the course of negotiations

HPAE LOCAL 5058 INITIAL PROPOSAL TO HACKENSACK MERIDIAN HEALTH
ARTICLE 8.05 ESL

Union #10 Article 8.05 ESL

8.05 Earned Sick Leave

Employees are eligible for earned sick leave pursuant to the New Jersey Paid Sick Leave Act, as may be amended from time to time.

A. ESL Program

Employees who are disabled should file a claim for benefits as soon as possible but within thirty (30) days of the discovery of the disability. Employees absent because of illness or injury covered by Workers' Compensation will have this lost time deducted from the ESL bank for the first seven work days of such absence. State Disability or Workers' Compensation benefits will not commence until the employee and the employer have filed the required information.

B. ESL (Earned Sick Leave) Bank

- ☐ All eligible employees will have a regular accrued ESL bank
- ☐ Some employees may have an additional "frozen" ESL bank with hours accrued prior to 12/16/2018

MSB (Meridian Historical Sick Bank) – ONLY for a selected group of employees in the South Region who had time converted as of December 31, 1997 to a cash value, based on prior policies for JSUMC employees hired before 12/1/88 or OMC or RMC employees with 10 or more years of service as of the 1998 calendar year. This benefit is available only to the participants upon termination.

C. ESL Eligibility and Benefit Anniversary Date

Employees are eligible for the ESL program if they are in full-time or part-time status. Employees in a Per Diem status are not eligible for ESL. The Benefit Anniversary Date is the date that an employee becomes eligible for ESL benefits. This is generally the same as an employee's hire date anniversary, but could be a rehire date.

D. ESL Bank Accruals

Eligible employees accrue ESL hours on an hourly basis for each standard hour: the accrual rate is .03333 of ESL for each hour worked. The maximum hourly accrual is 40 hours. Employees accrue ESL hours while receiving payment for Regular Hours and Overtime hours. ESL is paid at the employee's regular rate of pay. 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 ESL. ESL hours do not count toward hours worked for purposes of calculating overtime.

- ☐ Effective October 29, 2018, all eligible employees who have not previously earned ESL will begin to accrue earned sick leave, and will be eligible to use earned sick leave beginning on the 90th calendar day thereafter.

The Union reserves the right to add to, delete or otherwise modify these proposals during the course of negotiations

HPAE LOCAL 5058 INITIAL PROPOSAL TO HACKENSACK MERIDIAN HEALTH
ARTICLE 8.05 ESL

☐ For employees who are hired on or after October 29, 2018, earned sick leave begins to accrue on the date of their employment and are eligible to use earned sick leave beginning on the 90th calendar day thereafter.

☐ Employees converting to a benefit-eligible status (i.e., Per Diem moving to regular full-time) will begin accruing ESL on the day of their status change and are eligible to use earned sick leave beginning on the 90th calendar day thereafter.

E. Annual Carryover of ESL and Maximum ESL Banks

On the Benefit Anniversary Date, employees can carry over from one year to the next, up to ~~forty~~ **(40) fifty-six (56)** hours of ESL. Full-time employees (regularly scheduled 40 hours per week) can accrue a maximum ESL bank of 400 hours. The maximum ESL bank for full-time employees scheduled to work 36-39.99 hours per week and part-time employees is pro-rated based on weekly standard hours.

F. Drawing from the ESL Bank

Time off from the ESL Bank can be either scheduled or unscheduled. Reasons for use of ESL will be in accordance with the ESL Policy.

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

For employees who are also eligible for PTO, the first three (3) consecutive days of a scheduled or unscheduled absence due to reasons described above are generally deducted from the employee's PTO Bank (exceptions are outlined below). If the employee does not have accrued PTO but has "Yet to be Earned" PTO hours, the employee will be paid from the "Yet to be Earned" PTO bank and go into negative balance (see PTO policy). The fourth day of absence, and any subsequent consecutive scheduled days of absence will be drawn from the employee's ESL bank. Exceptions that allow immediate access to ESL banks from 1st day out are:

☐ Inpatient hospital stay, **urgent care or emergency room hospital visit, doctor's office appointment or telehealth**

☐ Same day surgery (including post-operative recovery time)

☐ Procedures under conscious sedation (i.e. colonoscopy, etc.);

☐ Workers' compensation;

☐ Temporary disability; and

☐ Absences required for special treatment of chronic illness such as dialysis for renal disease and chemotherapy for cancer.

If an employee exhausts the time in his/her regular accrued ESL bank and has a Frozen ESL, the employee may utilize available time in that bank.

If the PTO Bank is depleted, the first three (3) days of absence due to reasons described above will be drawn from the ESL and then the Frozen ESL.

The Union reserves the right to add to, delete or otherwise modify these proposals during the course of negotiations

HPAE LOCAL 5058 INITIAL PROPOSAL TO HACKENSACK MERIDIAN HEALTH
ARTICLE 8.05 ESL

For employees who are not eligible for PTO but are eligible for ESL, all absence due to reasons described above, will be deducted from the employee's ESL. If the ESL bank is exhausted, the time will be unpaid.

G. Scheduling ESL

If an employee's need to use ESL for the reasons described above is foreseeable, the employee is required to provide seven calendar days' notice to their manager of the intention to use the ESL, and its expected duration. The employee is expected to make every reasonable effort to schedule the use of ESL in a manner that does not unduly disrupt the operations of the department. If the use of ESL is not foreseeable, the employee is required to notify their manager as soon as possible of the intention to use ESL.

Use of ESL for three or more consecutive days is managed by HMM's Absence Management Administrator. These absences may require reasonable documentation that the leave is being taken for the purpose permitted. For specific policies on Leaves of Absence, please refer to the Leaves of Absence policy. For specific policies on Worker's Compensation, please refer to the Worker's Compensation policy.

H. Change of Employment Status

Employees going from an ESL benefit-eligible to an ESL benefit-ineligible status (Per Diem) will stop accruing ESL. The employee's ESL bank will remain frozen. If the employee returns to an ESL benefit-eligible status, the accrued ESL bank will be restored.

Employees who terminate from HMM will have their ESL balances kept in the system for 120 days. If the employee returns to employment within 120 days, they will have their accrued ESL bank restored and begin accruing ESL hours on the first pay period of their rehire. Employees who terminate from HMM and return to employment after 120 days will accrue ESL as any other new hire with the appropriate introductory period.

I. Termination

ESL and the Frozen ESL are ~~not~~ terminal benefits and **will be paid out upon termination.** ~~no accrued ESL hours are paid out upon termination, including the Meridian Sick Bank described above.~~

The Union reserves the right to add to, delete or otherwise modify these proposals during the course of negotiations

HPAE LOCAL 5058 INITIAL PROPOSAL TO HACKENSACK MERIDIAN HEALTH
ARTICLE 8.06 BEREAVEMENT LEAVE

Union #11 Article 8.06 Bereavement

8.06 Bereavement Leave: Permanent employees shall be entitled to maximum of three (3) working days off with pay **within one year** from and including the day of death of an employee's: **spouse, mother, father, child, sister, brother, grandparent, grandchild, parent of child, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, step-mother, step-father, step-son, step-daughter, domestic partner, civil union partner, and guardian. The definition of child also includes loss of pregnancy at any stage.** Employees who normally work a ten (10) or twelve (12) hour shift will be paid for ten (10) or twelve (12) hour days off respectively.

The Hospital will permit an employee the use of two (2) earned PTO days to extend a bereavement leave upon request and approval of management. Such PTO days must be earned days, or the employee may take an unpaid leave of absence if necessary to extend a bereavement leave at the discretion of the Hospital as to length of time.

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HPAE LOCAL 5058 INITIAL PROPOSAL TO HACKENSACK MERIDIAN HEALTH
ARTICLE 11.03 Shift Diff & Weekend Diff

Union #12 Article 11.03 Shift Diff

Article 11.03 Shift Differential:

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

Shift Differentials:

Effective Retroactive to January 1, 2025, evening shift differential of six dollars (\$6.00) per hour.

Evening shift differential shall be paid for the entire shift when 50% or more of hours worked are after 3pm.

Effective Retroactive to January 1, 2025, night shift differential of ten dollars (\$10.00) per hour. Night shift differential shall be paid for the entire shift when 50% or more of hours worked are after 11pm.

Employees will be considered 2nd and 3rd shift employees as long as 50 % 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.

Weekend Differentials:

Weekend differentials are paid for all weekend hours worked from 7:00 PM Friday night through 7:00 AM Monday.

Effective January 1, 2025, weekend days shall be four dollars (\$4.00) per hour, weekend evenings shall be ten dollars (\$10.00) per hour and weekend nights shall be fourteen dollars (\$14.00) per hour.

The Union reserves the right to add to, delete or otherwise modify these proposals during the course of negotiations

HPAE LOCAL 5058 INITIAL PROPOSAL TO HACKENSACK MERIDIAN HEALTH
ARTICLE 11.05 ON-CALL

Union #13 Article 11.05 On-Call

Article 11.05 Mandatory On-Call:

A. Full-time, part-time benefit-eligible and part-time non-benefit-eligible employees shall be required to be on-call in units and at times as per past practice or as new needs are defined by the Hospital. ~~An employee required to be on-call shall be compensated in accordance with Hospital's on-call policy which shall be incorporated by reference into this Agreement.~~

B. Employees who call out of mandatory on-call will be required to secure their own coverage. Three (3) or more call out of mandatory on-call without secured coverage within a sliding twelve (12) month period may be subject to the disciplinary process.

C. In the event that an ongoing surgical and procedural case needs to be completed beyond the scheduled shift, the on-call team will be called in first (at least 30 minutes prior to the end of the shift). At that time, the on-call team may ask the nurse participating in the case if she/he would volunteer to stay and finish the case. If they volunteer to stay, they will be paid as usual. If the nurse in the case does not volunteer, then the scheduled on-call team will be notified to come in. Staff members who are on the hospital premises upon the start of their "on-call" duty shall be paid on call as per Section 11.05 for time worked.

Per Diems

(a) Per diems holding positions designated in departments which are closed on the weekends and have call requirements, will be required to work two (2) call shifts per quarter on a weekend. Such time will count as a shift worked towards their requirement.

(b) Per Diems shall be given a onetime option to meet their weekend requirement by choosing to enter the call rotation system designated by the department or by submitting a quarterly list of six (6) available weekend dates for On-call assignments by the first day of the month preceding the quarter.

The on-call per hour rates of pay shall be **fifteen dollars (\$15.00) per hour.** ~~four (\$4) dollars / hr.~~

Call-back pay shall be time and one-half, including pay for one hour travel time to and one hour travel time from the hospital, and a minimum of three (3) hours pay for each time called into work.

On call on a holiday shall be paid at time and one-half the on-call rate

Emergency under Article III of the Policy shall not apply to call-ins because of absences of normally scheduled employees but refers to disaster situations such as numerous victims brought in as a result of a bus accident. Employees in the O.R. not on call who are called in to handle overflow work are paid in accordance with this emergency policy.

Parking: ~~Six (6)~~ **Twenty (20)** parking spaces shall be reserved near an area that is well lit close to a twenty-four (24) hour employee entrance. On-call employees will be provided with individually numbered on-call placard and are required to display placard on rear view mirror when parking in the designated on-call parking spaces. **On-call employees may also utilize valet services and surface lot parking if necessary.**

The Union reserves the right to add to, delete or otherwise modify these proposals during the course of negotiations

HPAE LOCAL 5058 INITIAL PROPOSAL TO HACKENSACK MERIDIAN HEALTH
ARTICLE 11.05 ON-CALL

Each unit shall have clearly defined on-call guidelines, approved by the union and the employer, for both mandatory and VOC. A copy of such guidelines shall be forwarded to the Union and posted on the Unit. The template for on-call will be incorporated by reference.

~~Mandatory on-call, shall be equally divided among all staff.~~ **Mandatory on-call on a unit shall be either equally divided among all staff, or prorated based on each employee's status. The chosen option shall be included in the unit's on-call guidelines.** In situations where on-call time is unequal due to the ratio of staff and coverage needs, the unequal time shall be rotated ~~as above~~ **in order of reverse seniority.** Holiday call will be rotated and equally distributed. Thanksgiving, Christmas and New Year's shall be rotated as in section 8.03.

Employees working in departments that are closed on weekends and holidays shall have on-call assigned on a rotational basis. In the event the department observes a weekend holiday on the corresponding Monday or Friday, the following language shall apply:

Staff previously assigned the regular weekend day will be scheduled twenty four (24) hours of on-call on the Friday preceding a Saturday holiday or Monday following a Sunday holiday (for example, Pat's 24 hour regular Saturday falls on Christmas day. Fred's assigned holiday is Christmas. Pat's responsibility moves to Friday, December 24th because her unit is closed, observing the holiday on a Friday).

~~Each unit shall have clearly defined on-call guidelines. On-call shall be equally divided among all staff. In situations where on-call time is unequal due to the ratio of staff and coverage needs, the unequal time shall be rotated as above. Holiday call will be rotated and equally distributed. Thanksgiving, Christmas and New Year's shall be rotated as in Section 8.03 (remove duplicate language)~~

Voluntary on-call

The Employer may implement a voluntary on-call (VOC) in any unit. This voluntary call will be used during periods of high census or increase acuity which will include unscheduled PTO and not intended to replace regular staffing procedures § 3.04. **Employees shall be permitted to sign up for VOC shifts during the pre-post and open shift periods.**

- (a) Employees on VOC are paid according to this section.
- (b) No Employee will be pulled from units utilizing VOC
- (c) Employee who choose not to take voluntary on-call will not have it count against them in their evaluation
- (d) Employees on VOC will have at least 60 min to respond to arrive at the hospital, however units may develop longer arrival times.
- (e) VOC will not used in place of the regular posting process in the contract for OT / extra shifts.
- (f) Employees on VOC will not be used on units where there is a lay-off or reduction of hours
- (g) An employee who signs up to be on VOC will be obligated to come to work if called.
- (h) Cancellation of VOC requires ~~twenty-four (24) hours' notice as per cancellation of overtime policy unless employees secure their own coverage. Three or more cancellation of on-call in a 12-month period~~

The Union reserves the right to add to, delete or otherwise modify these proposals during the course of negotiations

HPAE LOCAL 5058 INITIAL PROPOSAL TO HACKENSACK MERIDIAN HEALTH
ARTICLE 11.05 ON-CALL

~~is subject to the discipline as per policy.~~ **48 hours' notice. Employees shall receive a level one disciplinary notice for more than one cancellation without proper notice per quarter.**

(i) A list for VOC will be separate from any mandatory call.

(j) If an employee has his/ her overtime or scheduled extra shift cancelled as per contract then the employee will be given the option to be placed on VOC and will have preference to be called in if the need arises seniority notwithstanding.

(k) Per Diem employees may sign up for VOC however, such time shall not count towards their required work.

(l) Agency Nurses (day or contracted) will not be permitted to sign up for this program.

HPAE LOCAL 5058 INITIAL PROPOSAL TO HACKENSACK MERIDIAN HEALTH
ARTICLE 10.01 BENEFITS

Union #14 Article 10.01 Benefits

10. INSURANCE/BENEFITS:

10.01 Benefits

Benefit plans applicable to non-bargaining unit Medical Center employees shall be made available to employees represented by the Union as listed below, as they may be amended or changed in accordance with their terms. The Employer agrees to offer to bargaining unit employees the same health insurance, Group Term Life Insurance and Accidental Death and Dismemberment Insurance, Prescription Drug Plan, Dental Plan, Vision Plan, Short-Term Disability and Long-Term Disability benefits that it provides to non-bargaining unit employees. The parties agree that the specific provisions and procedures governing eligibility, enrollment, benefit coverage, co-pays and employee premium co-shares of these plans shall be the same for the Medical Center's bargaining unit and non-bargaining unit represented employees. The Employer shall have the discretion to change or modify these benefits. However, during the life of this Agreement, the Employer shall not terminate these benefits and shall maintain these benefits at the same level as it does for non-management non-bargaining unit employees. **Premiums will not be increased during the life of the agreement and benefits cannot be reduced during the life of the agreement** ~~If members' over all premium costs increase due to total plan changes by more than 15% in any given year, the HPAE 2020 bargaining committees will meet after the January 1st implementation, if requested, to bargain concerning potential cost mitigation.~~ Information requests concerning benefit plans for this purpose shall be limited to summary plan descriptions, plan designs, and employee plan designation.

A. Bargaining-unit employees enrolled in the health plans, except for the Out of Area plan, shall have the right to use Network hospitals and physicians when no service or physician exists to treat the acute or chronic disease at a Hackensack Meridian facility and shall be covered at the inner circle level. For all plans that cover out-of-network, except for the out of area plan, if no in-network provider is available, the out-of-network provider shall be covered at the inner circle level. Approval shall not be required on an ongoing basis when treating the same acute or chronic disease, unless there is a significant change in diagnosis or treatment plan.

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

C. In the event that there is no option for a second opinion from an inner circle physician group, then the bargaining-unit employees shall have the option to obtain a second opinion from an in-network physician group, at the inner circle benefit level in accordance with the plan they selected.

The Union reserves the right to add to, delete or otherwise modify these proposals during the course of negotiations

HPAE LOCAL 5058 INITIAL PROPOSAL TO HACKENSACK MERIDIAN HEALTH
ARTICLE 10.01 BENEFITS

D. Bargaining-unit employees enrolled in Hackensack Meridian's health plan who use a Hackensack Meridian facility for a "true emergency" or inpatient services, shall not be responsible for the in-network or out-of-network cost incurred due to a physician at the facility who is not a participant in the health plan at inner circle levels.

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

F. HMM will provide tools and resources, including in person health insurance liaisons at the time of enrollment.

G. HMM will provide 100% lab benefit at HMM Network facilities. As long as Quest remains part of the inner circle, HMM will provide 100% lab benefit at all New Jersey-based Quest facilities (within a hospital or free standing).

The Union reserves the right to add to, delete or otherwise modify these proposals during the course of negotiations

HPAE LOCAL 5058 INITIAL PROPOSAL TO HACKENSACK MERIDIAN HEALTH
NEW SIDE LETTER STUDENT LOAN REPAYMENT PROGRAM

Union #15 New Article 11.07 - Student Loan Repayment Program

Full time employees are eligible to receive a \$300 monthly contribution (maximum amount of \$3,600 per calendar year) and part time employees are eligible to receive a \$150 monthly contribution (maximum amount of \$1,800 per calendar year) paid directly to their associate or bachelor's degree loan provider. Employees are eligible for loan repayment after ninety (90) days of employment.

The Union reserves the right to add to, delete or otherwise modify these proposals during the course of negotiations

HPAE LOCAL 5058 INITIAL PROPOSAL TO HACKENSACK MERIDIAN HEALTH
ARTICLE 11.04 CHARGE DIFFERENTIAL

Union #16 Article 11.04 Charge Differential

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

Individuals shall be designated as in charge of a particular unit, when the nurse manager/administrative supervisor/assistant nurse manager, who have primary responsibility for that unit, are absent from the unit for two (2) or more hours or are off the premises for lesser periods of time. When either occurs, the individual designated as in charge shall be paid the differential of ~~one dollar and seventy-five cents (\$1.75)~~ **eight dollars (\$8.00)** per hour for all such hours worked. Charge shall be voluntary on the part of the employee provided someone is willing to take charge. In the event there are no volunteers, then charge shall be designated on a rotating basis. A log of the rotation shall be kept. Employees will not be required to take charge or be assigned charge in departments when a nurse manager/administrative supervisor/assistant nurse manager is on duty.

The Union reserves the right to add to, delete or otherwise modify these proposals during the course of negotiations

HPAE LOCAL 5058 INITIAL PROPOSAL TO HACKENSACK MERIDIAN HEALTH
ARTICLE 4.09 SECTION D & E CANCELLATION OF EXTRA SHIFTS

Union #17 Article 4.09 Section D & E Cancellation of Extra Shifts

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 ensuring that current contact information (i.e., phone number) is up-to-date with the Employer.

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.

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

1. PTO request previously denied shall be offered and may be taken upon mutual agreement.

2. All non-bargaining unit employees, including Non-contracted Agency and all extra shifts for contracted agency nurses;

3. Manually recruited shifts in order of reverse seniority;

4. Open Shifts in order of reverse seniority;

5. Per Diem in Overtime seniority notwithstanding;

6. Pre -Posting program: Full Time, Part Time or Per Diem and Pre- scheduled PD**, **as well as any employee covering a shift for another employee that is not a time swap**, 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.

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 cancellation, 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.

~~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~~

The Union maintains its right to add to, delete or otherwise modify these proposals during the course of negotiations

HPAE LOCAL 5058 INITIAL PROPOSAL TO HACKENSACK MERIDIAN HEALTH
ARTICLE 4.09 SECTION D & E CANCELLATION OF EXTRA SHIFTS

~~determining the order of cancellation. The seniority of the most senior nurse who is sharing the shift will be determinative.~~

The Union maintains to right to add to, delete or otherwise modify these proposals during the course of negotiations

HPAE LOCAL 5058 INITIAL PROPOSAL TO HACKENSACK MERIDIAN HEALTH
ARTICLE 4.09 SECTION D & E CANCELLATION OF EXTRA SHIFTS

Union #18 Article 10.02C 401(k)

C. 401 (k)

Effective January 1, 2019, the Employer will offer the same 401(k) plan benefit for all eligible bargaining-unit employees, as it does for non-bargaining unit employees.

- i. Auto-Enrollment – Employees will be automatically enrolled at ~~35~~35% of pay contribution. Employees may change the amount higher or lower or opt-out.
- ii. Auto-Escalation – Employees' contribution will automatically increase by 1% of pay each year up to 6% of pay. Employees may change the amount higher or lower or opt-out.
- iii. The Employer will make a Core Contribution of 1.5% of pay, the first such contribution occurring in the first quarter of 2020. The Employer will match employee contributions, as applicable, at the following rate: 100% on the first ~~25~~25% of pay contributed by eligible employees and 50% on the next ~~35~~35% of pay contributed by eligible employees.
- iv. Eligibility: All Employees who work at least 1,000 hours in the year (including Per Diems) are eligible for matching and who are employed at the end of the calendar year will be eligible for the Core Contribution at the end of each calendar year. Employees who worked at least 1,000 hours in a prior year will be eligible for matching contributions in each year.

10.03 Employees are vested after 3 years of working at least 1,000 hours, inclusive of current seniority.

The Union maintains the right to add to, delete or otherwise modify these proposals during the course of negotiations

HPAE LOCAL 5058 INITIAL PROPOSAL TO HACKENSACK MERIDIAN HEALTH
ARTICLE 10.06 CHILD CARE

Union #19 Article 10.06 Child Care

10.06 Child Care: Bargaining unit employees shall be entitled to participate in the Medical Center's on-site childcare program **and bargaining unit members will have first preference for participation prior to outside applicants.** ~~under the same terms as non-bargaining unit employees.~~

The Union maintains the right to add to, delete or otherwise modify these proposals during the course of negotiations

HPAE LOCAL 5058 INITIAL PROPOSAL TO HACKENSACK MERIDIAN HEALTH
ARTICLE 10.03 RETIREE MEDICAL TRUST

Union #20 Article 10.03 Retiree Medical Trust

HPAE Medical Trust

1. EMPLOYEE CONTRIBUTION

The covered members of the bargaining unit shall continue to participate in a mandatory employee contribution to the HPAE Retiree Medical Trust. The Employer shall facilitate the payment of a monthly mandatory employee contribution of \$.20 per paid hour **and a mandatory employer contribution of \$.20 per paid hour** to the HPAE Retiree Medical Trust for each full-time, part-time benefit-eligible and part-time non-benefit-eligible employee through payroll deductions. No payroll check-off by employees will be required; instead, the employer will transfer one check for this purpose of employee contributions, representing \$0.20 per paid hour for each full-time, part-time benefit-eligible and part-time non-benefit-eligible employee who worked in that month. The monthly per capita amount of employee contributions shall be included in each employee's salary for purpose of calculating retirement benefits.

2. DEFINITION OF PAID HOURS

For purposes of Section 10.04 only, paid hours include regular, PTO, and non-OT hours worked up to, but not beyond 80 hours per pay period.

Paid hours also include incentive hours for 24/36-hour employees.

3. TRANSMITTAL OF CONTRIBUTIONS & NOTICE OF EMPLOYEE TERMINATION

This Trust shall remain separate and apart from any other employer retiree health insurance funding program unless changed by mutual agreement of the parties to the agreement.

Contributions to the Trust shall be due at the Trust office on the 10th of the month following the month for which the contribution is made. Late payments may be subject to reasonable interest and/or penalties.

Payroll deductions will start for all covered employees who are 90 days or more days post-hire and will start for all new employees upon attainment of 90 days of employment.

It will begin for the first payroll period at least 20 days subsequent to notification by HPAE of the referendum results.

The Employer shall provide notice to the plan administrator if an employee transfers to a per diem classification, terminates from HMH, or transfers to a non-bargaining unit position.

With each payment the Employer shall also submit employee data to identify the amounts paid on behalf of each covered employee, and other information requested by the Trust Office, that is necessary for the administration of the Trust and Plan, including employee names, social security numbers or other employee identification number.

The Union reserves the right to add to, delete or otherwise modify these proposal during the course of negotiations

HPAE LOCAL 5058 INITIAL PROPOSAL TO HACKENSACK MERIDIAN HEALTH
ARTICLE 10.03 RETIREE MEDICAL TRUST

For new employees, the Employer will report the dates of hire, dates of birth, gender, mailing address, email address and any other information required by the Trust Office, using rules and procedures set by the Trustees or the Trust Office (this information is necessary for the Trust to obtain reliable actuarial reports, for the purposes of setting benefit levels).

For employee terminations, the employer will also transmit the last day of employment and the reason for termination (e.g., disability, resignation, retirement).

For employees on Leave of Absence, the employer will transmit the LOA dates on the bi-weekly or monthly remittance report.

4. NO LIABILITY FOR EMPLOYER OR UNION

The monies contributed to the trust fund shall only be used for retiree health insurance premiums or health service expenses, and the reasonable costs of administering the Trust.

The Employer hereby acknowledges receipt of the Trust Agreement governing the Trust and will cooperate with the Trust Office in reporting and depositing the required contributions set forth above, according to rules set by the Trustees of the Trust. The parties acknowledge the following provision in Article XI, Sections 1 and 2, of the Trust Agreement regarding limitations on the liability of the participating employers:

(a) Liabilities and Debts of Trust Fund

No signatory party or Trustee, and no participating employer, employer association, labor organization, employee, or beneficiary shall be responsible for the liabilities or debts of the Trust Fund.

5. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provision of Article 10.04 and the HPAE Trust and HPAE. Local 5058 shall indemnify and save the Employer harmless against any and all claims, demands, suits and other forms of liability that may arise out of or by reason of any action, claim, demand or suit by any person which may involve or be involved in whole or in part based upon collection or deduction of any money by the Employer submitted to the HPAE Trust in accordance with the terms of 10:04 or which may be involved in whole or in part based upon the use of any monies by the union or the HPAE Trust which may have been collected or deducted by the employer and remitted to the HPAE Trust pursuant to this Agreement.

Once the funds are remitted to the HPAE Trust, the disposition thereafter shall be the sole and exclusive obligation and responsibility of the HPAE Trust. So long as the employer makes the contributions directed by the Union, the Employer shall have no additional liability or responsibility to either the Union or the employees for whom the deductions are made.

The Employer does not agree to be covered or be bound by the Trust Agreement establishing the HPAE Retiree Medical Trust. The Employer does not agree to be covered or be bound by any actions of the trustee under such Trust agreement. The employer is not a party to the Trust agreement.

The Union reserves the right to add to, delete or otherwise modify these proposal during the course of negotiations

HPAE LOCAL 5058 INITIAL PROPOSAL TO HACKENSACK MERIDIAN HEALTH
ARTICLE 11.06 TUITION REIMBURSEMENT

Union #21 Article 11.06 Tuition Reimbursement

11.06 Tuition Reimbursement: Employees shall be entitled to tuition reimbursement ~~in accordance with the Hospital's Tuition Assistance 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 **and Part-time benefit-eligible** up to 100 % reimbursement for each course to a maximum of \$5,250.00 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 \$2,625.00 per calendar year as defined by policy.~~

These monetary amounts will not be reduced during the life of this agreement.

~~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.~~

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

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

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

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

APPLICATION SUBMISSION AND APPROVAL

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

REIMBURSEMENT PROCESS

Upon application approval, the employee is responsible to make all required payments directly to his/her school and will be reimbursed for eligible expenses upon successful course completion. The employee is responsible for submitting proof of successful course completion (grades) and an itemized invoice of tuition and fees (proof of payment) within 60
The Union reserves the right to add to, delete or otherwise modify these proposal during the course of negotiations

HPAE LOCAL 5058 INITIAL PROPOSAL TO HACKENSACK MERIDIAN HEALTH
ARTICLE 11.06 TUITION REIMBURSEMENT

days after course completion in order to receive reimbursement.

DEFERRED PAYMENT ARRANGEMENTS

Employees can enter into deferred payment agreements with their respective school at their discretion. The employee is solely responsible for any deferred payment agreement with their respective school(s).

OTHER SOURCES OF FINANCIAL ASSISTANCE

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

TAX IMPLICATIONS

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

The Union reserves the right to add to, delete or otherwise modify these proposal during the course of negotiations

HPAE LOCAL 5058 INITIAL PROPOSAL TO HACKENSACK MERIDIAN HEALTH
ARTICLE 12 DISCIPLINE AND DISCHARGE

Union #22 Article 12 DISCIPLINE AND DISCHARGE

12.01 The Hospital shall reserve the right to discipline, suspend or discharge any employee only for just cause.

No employee shall be suspended prior to review/consultation taking place with the Vice-President of Human Resources, Administrative representative, or Administrator on-call unless there is a demonstrated, clear and present danger to patients or staff personnel. An official of the union must be notified as soon as possible to ensure that this standard has been met. A suspension will be no more than three days (total of 24 hours).

In the event an employee is suspended, the Hospital will schedule the disciplinary review meeting within two (2) working days of notice of the suspension.

A discipline shall not be issued more than ten (10) days, excluding holidays, after the event/incident that led to the issuance of the discipline.

Just Culture and Discipline

All minor infractions on an Employee's record shall be cleared after one (1) year, provided that the one (1) year shall be free of infractions.

1. The parties agree that it is in the best interests of the Union and Jersey Shore University Medical Center to maintain operational efficiencies and appropriate patient outcomes without the need for discipline. To that end, the parties recognize that the Just Culture community model has been demonstrated to have a positive impact on employee morale, while also having a measurable, cost-effective impact on improving patient outcomes and reducing errors. Accordingly, the parties agree to employ the Just Culture community model and incorporate its algorithm into the disciplinary procedure.

2. Grievances shall be scheduled so as to allow a discussion of the parties' respective views on how Just Culture should impact the outcome of the case.

3. The parties agree that Just Culture does not apply to attendance issues.

12.02 The designated Union representative, the Union office and the employee involved shall be advised, in writing, of any discharge, suspension or disciplinary action. A copy of the notice given to the employee shall be mailed to the Union within twenty-four (24) hours.

12.03 An employee shall have the right to have the Union representative of his/her choice present during any disciplinary conference or investigational conference which may lead to discipline of the employee being interviewed. If the representative chosen by the employee is not available or will not be available in a reasonable time period, then a Union representative will be designated by the Union. Reasonable efforts shall be made to schedule such meetings at mutually convenient times and not on employee's day off.

There will be no loss of pay for employees who attend meetings while on duty. Employees shall be paid at their regular rate of pay for time spent at such meetings when attended on the employee's off-duty time.

The Union reserves the right to add to, delete or otherwise modify these proposals during the course of negotiations

HPAE LOCAL 5058 INITIAL PROPOSAL TO HACKENSACK MERIDIAN HEALTH
ARTICLE 13.01 & 13.04 GRIEVANCE PROCEDURE

Union #23 Article 13.01 & 13.04 Grievance Procedure

13.01 Definition: A grievance an employee/Union may have arising from the application, interpretation or claimed violation of any clause of this Agreement will be adjusted as stated in paragraphs 13.02 through 13.10.

Reasonable efforts shall be made to schedule grievance meetings at mutually convenient times and not on employee's day off. There will be no loss of pay for employees who attend grievance meetings while on duty time. **Employees shall be paid at their regular rate of pay for time spent at such meetings when attended on the employee's off-duty time.**

13.04 Step III - Arbitration: The grievance may be submitted to arbitration by the Union within twenty (20) working days from the receipt of the answer in Step II by submitting the grievance to the American Arbitration Association (A.A.A.). The arbitrator shall be appointed under the rules and regulations of the A.A.A. **Either party can initiate expedited arbitration under the American Arbitration Association (AAA) procedures and a hearing be held within thirty (30) days with a ruling from the arbitrator within fourteen (14) days.**

The Union reserves the right to add to, delete or otherwise modify these proposals during the course of negotiations

HPAE LOCAL 5058 INITIAL PROPOSAL TO HACKENSACK MERIDIAN HOSPITAL
ARTICLE 14 PARKING

Union #24 Article 14 Parking

14. **PARKING:** The employer will provide free parking spaces for all employees **and, for safety reasons, reserve adequate parking space close to the hospital building for employees on the 3pm-11pm and 11am-11pm shifts. When off-campus parking is provided to employees, bargaining unit members will have first preference for the on-campus parking. No employee will be disciplined for lateness if it is related to a lack of parking on-campus.**

HPAE LOCAL 5058 INITIAL PROPOSAL TO HACKENSACK MERIDIAN HEALTH
ARTICLE #25 DURATION

Union #25 Article 25 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~~ **May 2, 2028**.

The Union reserves the right to add to, delete or otherwise modify these proposal during the course of negotiations

HPAE LOCAL 5058 INITIAL PROPOSAL TO HACKENSACK MERIDIAN HEALTH
APPENDIX E CLINICAL LADDER PROGRAM

Union #26 APPENDIX E – Clinical Ladder Program

PURPOSE:

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

OBJECTIVES:

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

FIVE Components to Climbing the Ladder

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

Who is Eligible?

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

Criteria – Level II

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

*Note: Current team members on a clinical ladder programs prior to May 2020: Current education and experience will be recognized to maintain your current ladder level as long as you meet all the other requirements for the ladder. Those team members will not be able to move up unless the new education and experience requirements are met for the next level.

Criteria – Level III

- 3+ years of clinical experience*
- BSN completed*
- Obtain a minimum of 6 points in each of the 5 Components. No more than 10 points will be credited in each category.
- Total of 35 points earned

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HPAE LOCAL 5058 INITIAL PROPOSAL TO HACKENSACK MERIDIAN HEALTH
APPENDIX E CLINICAL LADDER PROGRAM

*Note: Current team members on a clinical ladder programs prior to May 2020: Current education and experience will be recognized to maintain your current ladder level as long as you meet all the other requirements for the ladder. Those team members will not be able to move up unless the new education and experience requirements are met for the next level.

Criteria – Level IV

- 5+ years of clinical experience*
- Nationally Certified
- MSN*
- Obtain a minimum of 9 points in each of the 5 Components. No more than 15 points will be credited in each category.

- Total of 50 points earned

*Note: Current team members on a clinical ladder programs prior to May 2020: Current education and experience will be recognized to maintain your current ladder level as long as you meet all the other requirements for the ladder. Those team members will not be able to move up unless the new education and experience requirements are met for the next level.

COMPENSATION

- Annual payment each July (~~prorated based on scheduled hours~~).
- Level II: ~~\$1,000~~**\$2,000**
- Level III: ~~\$2,500~~**\$5000**
- Level IV: ~~\$4,000~~**\$8000**
- First payment is scheduled for July ~~2021~~**2026**

Note: Any amounts paid for a Clinical Ladder prior to harmonization have been factored into the new base rates.

Existing Clinical Ladder Participants

- Recognition of Education and Experience:
- Current education and experience recognized as per the table below to maintain current ladder level. (Note: this is applicable for both the initial application and renewal applications)
- RN must meet all other requirements/total points to qualify to maintain current ladder level.
- Cannot advance to next level until new education and experience requirements are met for the next level

New Program Current C.A.R.E. SOMC

Level I	Level I
Level II	Level II
Level III	Level III
Level IV	Level IV and Level V

How Is It Administered?

- Each campus will have a committee with a Chair, Co-Chair and Coordinator
- Applications accepted biannually
- May increase to quarterly based on volume
- Advancement will follow upon acceptance
- Allow up to 2 months for processing

How Often Can I Advance?

- Clinical Levels are renewed every 3 years

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HPAE LOCAL 5058 INITIAL PROPOSAL TO HACKENSACK MERIDIAN HEALTH
APPENDIX E CLINICAL LADDER PROGRAM

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

New Hires

- Starts Level I
- After successfully completing probationary period

Experienced nurses can:

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

Local Campus Collaboration

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

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

HPAE LOCAL 5058 INITIAL PROPOSAL TO HACKENSACK MERIDIAN HEALTH
SIDE LETTER #6 TRANSFERS

Union #27 SIDE LETTER # 6 Transfers

1. An employee in a bargaining-unit position with Jersey Shore University Medical Center (HPAE 5058) who transfers to a posted bargaining unit position at Palisades Medical Center (HPAE Local 5030), ~~the Harborage (HPAE Local 5097)~~, or Southern Ocean Medical Center (HPAE Local 5138) shall maintain his or her bargaining-unit seniority at 100%.
2. Once an employee has been granted a position at ~~the Harborage~~, Palisades Medical Center, Jersey Shore University Medical Center or Southern Ocean Medical Center, the transfer shall occur within four (4) weeks, unless an extension beyond that period of time has been mutually agreed upon. Such employee shall be treated as an internal transfer and shall have access to all provisions of the applicable CBA.
3. Salary and benefits offered shall be consistent with the new division's applicable CBA, current programs, and all eligibility rules of such plans.

The Union reserves the right to add to, delete or otherwise modify these proposal during the course of negotiations

HPAE LOCAL 5058 INITIAL PROPOSAL TO HACKENSACK MERIDIAN HEALTH
SIDE LETTER #13 PER DIEM CAP

Union #28 SIDE LETTER # 13 Per Diem Cap

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

The Union reserves the right to add to, delete or otherwise modify these proposals during the course of negotiations

HPAE LOCAL 5058 INITIAL PROPOSAL TO HACKENSACK MERIDIAN HEALTH
ARTICLE 22.01 & 22.03 WAGES

Union #29 Article 22 WAGE SCALE

22.01 Wage Schedule:

A. Starting Rate of Pay = ~~42.19~~**\$52.19**

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 ~~raise~~**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 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 HMMH.

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. **When determining years of experience**, prior experience shall be credited **according to the following matrix, rounded to the nearest whole year after applying the credit calculation:**

<u>Type of Experience</u>	<u>Credit</u>
All RN experience	100%
Licensed Allied Health Professional, Surgical Technologist, LPN, Paramedic	75%
All other military service	50%
Patient Care Technician, Medical Assistant, Cardiovascular Technician, Psychiatric Care Technician, Emergency Medical Technician, Physical Therapy Assistant, Occupational Therapy Assistant	50%

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

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HPAE LOCAL 5058 INITIAL PROPOSAL TO HACKENSACK MERIDIAN HEALTH
ARTICLE 22.01 & 22.03 WAGES

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

~~G. 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 step increase.~~

H. Wage Scale attached Appendix A for:

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

I. Educational Differentials:

- **RNs with a Bachelor of Science in Nursing degree shall receive a differential of \$1.50 per hour.**
- RNs with a **Master 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.~~

J. 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.

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

~~L. 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~~

The Union reserves the right to add to, delete or otherwise modify these proposals during the course of negotiations

HPAE LOCAL 5058 INITIAL PROPOSAL TO HACKENSACK MERIDIAN HEALTH
ARTICLE 22.01 & 22.03 WAGES

~~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 shall receive their 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~~

~~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%~~

~~The Union reserves the right to add to, delete or otherwise modify these proposals during the course of negotiations~~

HPAE LOCAL 5058 INITIAL PROPOSAL TO HACKENSACK MERIDIAN HEALTH
ARTICLE 22.01 & 22.03 WAGES

~~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.~~ **Any RN employed as of the date of ratification will be moved to their new rate on the wage scale based on their years of experience as of the date of ratification** (as defined in ~~Side Letter 5~~ **Appendix A** of the contract). **Any RN that is above their appropriate experience rate on the scale shall receive ten (\$10.00) added to their base rate. Any RN above Step 30 on the wage scale shall receive ten (\$10.00) to their base rate and a longevity bonus paid upon ratification of five thousand (\$5,000) dollars.**

Effective May 31, 2026, all employees will move one (1) step on the wage schedule or a ten (10%) ACB whichever is greater on the anniversary date of hire as reflected in the wage scale below. Any RN above Step 30 on the wage scale shall receive a 10% ACB raise, and a longevity bonus paid on May 31, 2026, of five thousand (\$5,000) dollars

~~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 HMM Incentive Plan. HMM, 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. HMM, in its sole discretion, reserves the right to amend or terminate the Incentive Plan in whole or in part at any time without consent of or prior notice to any participant. Participation in the HMM incentive for the 2022 year paid in Spring 2023 and paid each year thereafter.~~

Annual Incentive Plan:

All bargaining unit members shall be eligible to participate in the annual HMM Incentive Plan according to the same terms as non-bargaining unit members, which may be adjusted from year to year by the Hospital. However, bargaining unit members shall remain eligible for the bonus regardless of any discipline issued in the relevant year, unless the discipline is a suspension without pay which is sustained.

Appendix A

Years of Experience	RN Base Wage
0	\$42.19 \$52.19
1	\$42.62 \$52.62
2	\$43.06 \$53.06

The Union reserves the right to add to, delete or otherwise modify these proposals during the course of negotiations

HPAE LOCAL 5058 INITIAL PROPOSAL TO HACKENSACK MERIDIAN HEALTH
ARTICLE 22.01 & 22.03 WAGES

3	\$43.49 \$53.49
4	\$43.92 \$53.92
5	\$48.87 \$58.87
6	\$49.35 \$59.35
7	\$49.85 \$59.85
8	\$50.35 \$60.35
9	\$50.86 \$60.86
10	\$53.33 \$63.33
11	\$53.86 \$63.86
12	\$54.40 \$64.40
13	\$54.95 \$64.95
14	\$55.49 \$65.49
15	\$55.62 \$65.52
16	\$55.77 \$65.77
17	\$55.91 \$65.91
18	\$56.04 \$66.04
19	\$56.19 \$66.19
20	\$56.33 \$66.33
21	\$56.47 \$66.47
22	\$56.60 \$66.60
23	\$56.76 \$66.76
24	\$56.90 \$66.90
25	\$57.02 \$67.02
26	\$57.18 \$67.18
27	\$57.32 \$67.32
28	\$57.47 \$67.47
29	\$57.60 \$67.60
30	\$57.76 \$67.76

Years of Experience	Clinical Nurse Specialist
0	\$51.49 \$61.49
1	\$52.00 \$62.00
2	\$52.53 \$62.53
3	\$53.05 \$63.05
4	\$53.58 \$63.58
5	\$54.12 \$64.12
6	\$54.66 \$64.66
7	\$55.20 \$65.20
8	\$55.76 \$65.76
9	\$56.31 \$66.31
10	\$56.87 \$66.87

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HPAE LOCAL 5058 INITIAL PROPOSAL TO HACKENSACK MERIDIAN HEALTH
ARTICLE 22.01 & 22.03 WAGES

11	\$57.45 \$67.45
12	\$58.03 \$68.03
13	\$58.60 \$68.60
14	\$59.18 \$69.18
15	\$59.79 \$69.79
16	\$60.38 \$70.38
17	\$60.98 \$70.98
18	\$61.59 \$71.59
19	\$62.21 \$72.21
20	\$62.83 \$72.83
21	\$63.46 \$73.46
22	\$64.09 \$74.09
23	\$64.73 \$74.73
24	\$65.38 \$75.38
25	\$66.03 \$76.03
26	\$66.69 \$76.69
27	\$67.37 \$77.37
28	\$68.04 \$78.04
29	\$68.72 \$78.72
30	\$69.40 \$79.40

Years of Experience	Nurse Clinician
0	\$47.33 \$57.33
1	\$47.80 \$57.80
2	\$48.29 \$58.29
3	\$48.77 \$58.77
4	\$49.25 \$59.25
5	\$49.74 \$59.74
6	\$50.24 \$60.24
7	\$50.74 \$60.74
8	\$51.26 \$61.26
9	\$51.76 \$61.76
10	\$52.28 \$64.28
11	\$52.81 \$64.81

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HPAE LOCAL 5058 INITIAL PROPOSAL TO HACKENSACK MERIDIAN HEALTH
ARTICLE 22.01 & 22.03 WAGES

12	\$53.34 \$65.34
13	\$53.87 \$65.87
14	\$54.41 \$66.41
15	\$54.96 \$66.96
16	\$55.50 \$67.50
17	\$56.05 \$68.05
18	\$56.62 \$68.62
19	\$57.19 \$69.19
20	\$57.76 \$69.76
21	\$58.33 \$70.33
22	\$58.91 \$70.91
23	\$59.51 \$71.51
24	\$60.10 \$72.10
25	\$60.70 \$72.70
26	\$61.31 \$73.31
27	\$61.93 \$73.93
28	\$62.54 \$74.54
29	\$63.17 \$75.17
30	\$63.80 \$75.80

22.03 Per diem Rate of Pay

- A. Per Diem employees are paid ~~\$5~~**10** above base rate of pay, see Wage scale – Appendix A
- 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~~ **10** pay component shall be added to their base rate of pay.. If per diem bargaining employees revert to full or part time status, the ~~\$5~~ **10** 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~~**10** 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.~~

The Union reserves the right to add to, delete or otherwise modify these proposals during the course of negotiations

HPAE LOCAL 5058 INITIAL PROPOSAL TO HACKENSACK MERIDIAN HEALTH
APPENDIX F – HMH SCHEDULING PROGRAM CALENDAR

Union #30 APPENDIX F – HMH SCHEDULING PROGRAM CALENDAR

Update Calendar

The Union reserves the right to add to, delete or otherwise modify these proposal during the course of negotiations

HPAE LOCAL 5058 INITIAL PROPOSAL TO HACKENSACK MERIDIAN HEALTH
SIDE LETTER 18 INCORPORATED INTO ARTICLE 16 HEALTH & SAFETY

Union #31 Article 16. HEALTH & SAFETY:

16.01 The Hospital shall provide and maintain safe standards and environment for the protection of the employees.

16.02 All Registered Nurses shall be instructed and fitted for TB masks (duck bill). Such masks shall be available in all patient care areas. Registered Nurses who fail to complete mandatory health and safety requirements will not be permitted to work until such requirements are met. Fit testing shall be conducted each year.

16.03 All patient care areas shall have a minimum of one (1) patient transfer roller or similar device available to assist in preventing injuries.

16.04 The Hospital agrees to establish standards of care and administrative procedures to ensure the safe usage of latex in patient care.

16.05 The Hospital agrees to eliminate the use of powdered gloves. The employer will provide education of the proper use of Nitrile gloves and will have the gloves, in all sizes, available on all units.

16.06 The Hospital will provide sterile eyewash cups on each nursing unit

16.07 The Employer will have lift teams available to assist in lifting of patients during the day, **evening, and night shifts** for all nursing units. ~~The Union and Hospital will meet and discuss the need for lift teams on the evening and night shifts.~~

16.08 Issues regarding Safe Patient Handling and Workplace Violence will be part of the regular agenda of the Labor / Management committee. The committee may develop subcommittee.

16.09 Fitness for Duty/Substance Abuse

HPAE will support the Medical Center in the implementation of the fitness-for-duty and substance abuse policies.

The Hospital's fitness for duty and substance abuse policies shall be incorporated by reference with the following exception: In the event an employee is found to be diverting narcotics for their own use, they will receive a level II suspension, and shall be entitled to a LOA up to a maximum of twelve (12) weeks, only when the following is true: no prior level 2 infractions, no confirmed negative patient impact resulting from the diversion, AND the employee acknowledges a substances abuse problem

16.10 Panic buttons shall be installed at all nurses' stations and engage in discussion at Labor Management meetings with regard to other high-risk areas.

16.11 Security wands will be used on patients and visitors entering the ED through the main and ambulance entrances. Within sixty (60) days of ratification, stationary metal detectors and/or wandling will be utilized to screen patients and visitors at all hospital entrances to maintain a safe workplace free from firearms and other weapons.

~~a)~~**16.12** 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.

The Union reserves the right to add to, delete or otherwise modify these proposals during the course of negotiations

HPAE LOCAL 5058 INITIAL PROPOSAL TO HACKENSACK MERIDIAN HEALTH
SIDE LETTER 18 INCORPORATED INTO ARTICLE 16 HEALTH & SAFETY

~~b)~~**16.13** In a continuation of promoting safe quality care, security will have one (1) new FTE and at least ~~one~~ **two (2)** security officers will be assigned to the ED and remain in the ED at all times. **Upon request, security shall immediately assist any employee exiting the ED lobby to assist a patient out of a vehicle.**

~~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.~~

The Hospital shall flag a patient chart if that patient has a documented history of assaulting, threatening, or harassing an employee.

Security will provide a continuous presence on the inpatient psychiatric unit upon request of nursing staff if a specific patient presents a heightened safety risk.

If any patient, visitor, or other person deliberately attempts to seriously injure or kill an employee, security will maintain a continuous presence in the department until that person is removed from the premises.

16.14 The Hospital shall make every reasonable effort to have an on-duty police officer stationed on campus at all times for the purpose of assisting staff with safety concerns.

16.15 If the Hospital puts an employee out of work due to a diagnosed or suspected infectious disease, the Hospital shall pay for all time out of work without requiring the use of PTO.

The Union reserves the right to add to, delete or otherwise modify these proposals during the course of negotiations

HPAE LOCAL 5058 INITIAL PROPOSAL TO HACKENSACK MERIDIAN HEALTH
SIDE LETTER #1

Union #32 SIDE LETTER # 1

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

Market Rate Adjustments: Given the volatility of the local labor market, any market rate adjustments offered to Ocean University Medical Center, Riverview Medical Center, and/or Southern Ocean Medical Center RNs will also apply to JSUMC RNs. The employer will notify the union before implementation of such changes.

~~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.~~

The Union reserves the right to add to, delete or otherwise modify these proposals during the course of negotiations

HPAE LOCAL 5058 INITIAL PROPOSAL TO HACKENSACK MERIDIAN HEALTH
NEW SIDE LETTER FAIR ELECTION PROCESS

Union #33 Proposal New Side Letter: LPN/Tech, Service and Maintenance Fair Election Process

- 1. Where employees who are not currently represented by HPAE seek to join a union at any hospital that is part of the Hackensack Meridian Health system, the parties will adopt a non-adversarial position and the Employer will not interfere or oppose its employees' efforts to form or join a union of their choice. The parties may agree to limit this provision to specific bargaining units and facilities.**
- 2. Within thirty (30) days of ratification of this agreement, the Union and Employer will establish a joint committee to draft a code of conduct for union election procedures to be appended to this Agreement. The Code of Conduct will address but is not limited to content of communications, use of consultants, meetings between supervisors and employees, and resolution of disputes. The committee will complete its work six months prior to the end of this Agreement.**
- 3. Hackensack Meridian Health will not use management consulting firm [personnel during Union organizing campaigns by HPAE to interact directly with members of the potential bargaining unit] to influence an employee's vote. The parties may agree to limit this provision to specific bargaining units and facilities.**
- 4. If fifty (50%) percent or more of a unit or hospital facility signs union cards Hackensack Meridian Health will automatically recognize that unit or facility as being a part of the HPAE Union.**

The union reserves the right to add to, delete or otherwise modify these proposal during the course of negotiations

HPAE LOCAL 5058 INITIAL PROPOSAL TO HACKENSACK MERIDIAN HEALTH
NEW SIDE LETTER AI

Union #34 New Side Letter – Generative Artificial Intelligence in Patient Care

Section 1: Definition

- (a) The parties acknowledge that definitions of Generative Artificial Intelligence (“GAI”) vary but agree that the term generally refers to a subset of artificial intelligence that learns patterns from data and produces predictions and recommendations based on those patterns that may have implications for diagnosis, treatment, staffing levels, and overall patient care. The term GAI is used for convenience, and this Side Letter shall also apply to any technology that is consistent with the foregoing definition, regardless of its name.

Section 2: Labor-Management Committee and GAI Audits

- (a) The Parties acknowledge that ~~the~~ healthcare professionals must have a meaningful voice in the selection and implementation of GAI systems used in patient care settings.
- (b) To that end, a joint labor-management committee shall be established to oversee the selection, implementation, and performance of GAI systems used in patient care settings. The committee will be responsible for reviewing potential GAI systems that will be used in the patient care setting, developing an implementation plan, assessing the performance of GAI systems, and responding to concerns raised by employees relating to inadequacies in GAI systems that may compromise patient care and/or data privacy.
- (c) The committee shall regularly review and assess the impact of GAI systems with respect to workload, patient outcomes, and ethical considerations.
- (d) Employees who participate in the joint labor-management committee overseeing GAI implementation shall be granted paid release time for their committee work.
- (e) The Employer agrees to conduct regular audits and assessments of GAI systems to ensure compliance with ethical standards and best practices.

Section 3: Data Usage in Disciplinary Actions

- (a) Recognizing the imperfection and unreliability of GAI systems, data and insights generated by GAI systems shall not be used for any reason as a basis for disciplinary actions against employees up to and including termination.

HPAE LOCAL 5058 INITIAL PROPOSAL TO HACKENSACK MERIDIAN HEALTH
ARTICLE 8.04 PTO

Union Proposal #35: 8.04 Paid Time Off:

A. PTO Eligibility and Benefit Anniversary Date

Employees are eligible for the PTO program if they are in a regular full-time or regular part-time position, with standard hours of 20 hours or more per week. Employees whose standard hours are less than 20 hours per week, have a status of Per Diem are not eligible for PTO program. For employees who hold multiple positions, on the Primary Position will be used to determine PTO eligibility and standard hours. The Benefit Anniversary Date is the date that an employee becomes eligible for PTO benefits.

This is generally the same as an employee's hire date anniversary or a rehire date based on the rehire policy.

B. PTO Bank Accruals

Employees accrue PTO hours based on standard weekly hours; the accrual rate is determined by the employee's job classification, years of service and standard hours. The PTO Accrual Summary Tables can be found below. PTO used does not count toward hours worked for purposes of calculating overtime.

Years of Service	40hrs scheduled/week	36hrs scheduled/week	24hrs scheduled/week	20hrs scheduled/week
0-4	200.0	180.0	120.0	100.0
5-9	240.0	216.0	144.0	120.0
10-14	272.0	244.8	163.2	136.0
15-19	296.0	266.4	177.6	148.0
20+	312.0	280.8	187.2	156.0

C. Introductory Period (Probationary Period)

Employees start accruing PTO time beginning with the first pay period of the month on the 91st day of employment. HMH will prorate, on a daily basis, so employees may accrue PTO in the pay period where the 90th day falls. Employees may begin to use PTO on their 91st day of employment, provided they have successfully completed the Introductory Period, inclusive of any extension, drawing from Yet to Be Earned PTO accruals and going into a negative balance. Employees may not take PTO during their Introductory Period.

D. Accrual When Not Working

Employees out on a leave of absence will not accrue PTO time after the first thirty (30) days of absence.

E. Use of PTO Bank Accruals During the Employee's Benefit Anniversary Year

HMH supports employees to use their full PTO accruals for their well-being. During an employee's benefit anniversary year, it is expected that employees will work with their supervisors to schedule time off. Employees are responsible for monitoring and managing their PTO time, so they use the full allocation during the year. Employees are allowed to draw from Yet to Be Earned PTO accruals and have a negative balance as long as they manage their time off to go back into a positive balance by the end of their anniversary year.

The Union reserves the right to add to, delete or otherwise modify these proposals during the course of negotiations.

HPAE LOCAL 5058 INITIAL PROPOSAL TO HACKENSACK MERIDIAN HEALTH
ARTICLE 8.04 PTO

On their benefit anniversary date, employees can carry over from one year to the next.

Employees ~~regularly scheduled to work 40 hours per week~~ can carry over up to ~~eighty (80)~~ **one hundred and sixty (160)** hours of PTO time. ~~(carry over limit for other employees is pro-rated by standard weekly hours). See below for examples:~~

~~Employees regularly scheduled to work:~~

~~Regularly Scheduled Work Hours (FTE) —~~

~~PTO Carryover~~

40 hours per week (FTE 1.0)	80 hours
36 hours per week (FTE 0.9)	72 hours
32 hours per week (FTE 0.8)	64 hours
28 hours per week (FTE 0.7)	56 hours
24 hours per week (FTE 0.6)	48 hours
20 hours per week (FTE 0.5)	40 hours

Any excess is forfeited. In unusual circumstances where the employee attempted to take their 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.

For purposes of this Article, exceptions may be requested if employees demonstrate that they have regularly submitted PTO requests throughout the year that have been denied. Employees should work with their supervisors to initiate the request.

Employees may donate up to forty (40) hours of PTO per year to other employees whose PTO has been exhausted.

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).

The Union reserves the right to add to, delete or otherwise modify these proposals during the course of negotiations.

HPAE LOCAL 5058 INITIAL PROPOSAL TO HACKENSACK MERIDIAN HEALTH
ARTICLE 8.04 PTO

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

PTO Drawdown Balance as of April 1, 2024	Expiration Date/Date by which PTO Must Be Taken
Up to 80 hours	April 1, 2025
81 – 160 hours	April 1, 2026
161 – 240 hours	April 1, 2027
241 – 320 hours	April 1, 2028
321 hours and above	April 1, 2029

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.

G. PTO Scheduling:

For PTO requests between June 1st through September 30th, employees may submit requests electronically by March 1st of the same year in which such employee’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.

The Union reserves the right to add to, delete or otherwise modify these proposals during the course of negotiations.

HPAE LOCAL 5058 INITIAL PROPOSAL TO HACKENSACK MERIDIAN HEALTH
ARTICLE 8.04 PTO

For PTO requests between October 1st through January 31st, employees may submit requests electronically by 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, employees 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 employees.

(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.

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. **If the request is denied the hospital will provide in writing the reasoning for the denial to the employee.**

The amount of PTO budgeted for each department in each PTO scheduling period shall be equal to, or greater than, the total amount of PTO earned by all employees in the department.

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 **during the initial PTO scheduling period**. However, between June 1 and September 30 **additional time off will be granted if there is remaining PTO** time available. Per diem coverage is acceptable for PTO requests.

If an employee makes a late request for PTO after other staff have been cancelled for the shift per Section 4.09D, the shift will be offered to the cancelled employees in reverse order of cancellation. If the shift is accepted by any of the cancelled employees, the PTO request shall be granted.

H. Change of Employment Status

Employees changing status from part-time benefit-eligible to full-time benefit-eligible or vice versa will have their accrued PTO calculated and adjusted at the time of the status change. Changes in PTO Plans The Union reserves the right to add to, delete or otherwise modify these proposals during the course of negotiations.

HPAE LOCAL 5058 INITIAL PROPOSAL TO HACKENSACK MERIDIAN HEALTH
ARTICLE 8.04 PTO

(Plan 0, 1, 2, or 3) affected by promotions or demotions will be adjusted at the time of the status change. Benefit Anniversary dates are not affected by these changes.

PTO for employees who transfer from a full-time to benefit-eligible part-time status will have 2 PTO banks:

- A "frozen PTO Bank" of time accrued when the employee was full-time.
- A regular PTO bank for accruals starting when the employee transfer to their part-time status. This bank will be subject to the normal accrual limits for the level of standard worked hours.

When changing from full-time to part-time status, the full-time "frozen bank" will be available for use for a period of one year, which if not used during that period, will be forfeited. When an employee takes PTO time, their regular PTO bank will be accessed first, followed by the "frozen" full-time bank.

Employees going from a benefit-eligible to a benefit-ineligible status will have all accrued unused PTO hours up through the date of the status change paid out. Any used PTO hours in excess of the allotted accrual rate will be deducted from the employee's paycheck in accordance with State and Federal law.

Non-benefit-eligible employees who change status to benefit-eligible will begin accruing PTO hours after 90 days from the date of their status change. They will start at the PTO accrual level commensurate with their tenure level at HMH.

I. Termination

PTO eligible employees who terminate after completing their ninety (90) days of employment will receive pay for all PTO accrued but unused through the date of termination with proper notice of at least four (4) weeks. ~~PTO and earned legal holiday hours will not be paid to an employee whose employment is terminated in connection with disciplinary action.~~

In the pay period that covers a termination date, PTO will be prorated based on 8-hour calendar days.

If the employee terminates and has taken more PTO hours than he/she has accrued, these hours are to be deducted from the employee's final paycheck.

The Union reserves the right to add to, delete or otherwise modify these proposals during the course of negotiations.

HPAE LOCAL 5058 INITIAL PROPOSAL TO HACKENSACK MERIDIAN HEALTH
ARTICLE 8.09 WORK BREAKS AND MEAL BREAKS

Union #36 8.09 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.~~

C. Within ninety (90) days of the execution of the Collective Bargaining Agreement, the Hospital shall implement a new “meal break” dialogue that will display on the time clock for each employee upon clocking out at the end of every shift. The dialogue will ask the employee to select whether she/he had an uninterrupted thirty (30) minute meal break during that shift. If the employee did not have an uninterrupted meal break, payroll will be automatically adjusted to compensate. If the hospital designs the dialogue to require a reason for the missed meal break, then short staffing will be one of the available options. The Union will be provided with a list of missed meal breaks upon request.

D. If an employee is not able to take a meal break due to short staffing or any other legitimate reason, the Hospital will pay the employee an amount equal to the employee’s regular rate for one (1) hour of work.

The Union reserves the right to add to, delete or otherwise modify these proposals during the course of negotiations.

HPAE LOCAL 5058 INITIAL PROPOSAL TO HACKENSACK MERIDIAN HEALTH
ARTICLE 24 SUCCESSIONSHIP

Union #37 Article 24 SUCCESSIONSHIP

In the event that the entire operation **or any part of the operation** of the Hospital is taken over for any reason; including but not limited to acquisition, affiliation, receivership or bankruptcy proceeding or merger, then the collective bargaining agreement shall remain in effect only as to the extent and duration provided by operation of the National Labor Relations Act and this agreement shall not provide any additional rights or obligations over and above those provided under law.

The Hospital will notify the Union of a signed letter of intent to affiliate, merge, or consolidate with another institution or organization with fourteen (14) calendar days of the signing of the letter of intent.

The Union reserves the right to add to, delete or otherwise modify these proposal during the course of negotiations.

HPAE LOCAL 5058 INITIAL PROPOSAL TO HACKENSACK MERIDIAN HEALTH
ARTICLE #2.07 UNION BUSINESS

Union #38 Article 2.07 Union Business:

The Local Union President shall be granted ~~twenty-one (21)~~ **fifty (50)** days with pay to conduct Union business which do not accrue from year to year. The President shall have the right to designate other union representatives to receive such days in his/her place. The Union will notify the hospital of the names of the Union officers/ reps. ~~The request for use of such days shall be given forty-eight (48) hours in advance, which the Hospital will accommodate as much as possible based on staffing and operational needs. If the Hospital schedules a meeting that will occur in less than forty-eight (48) hours, the President will give notice, in writing, in a timely manner to minimize staffing and operational issues.~~ **If more than forty-eight (48) hours' notice is given, the use of the day shall be granted by the Hospital. If less than forty-eight (48) hours' notice is given, the Hospital will accommodate the request if possible, based on staffing and operational needs.**

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

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

Non-employee authorized Union representatives may enter the Medical Center for the purpose of investigating grievances and ascertaining whether the provisions of this Agreement are being complied with, provided there is no interference with patient care or interruption of work or administration of the Medical Center.

The Union reserves the right to add to, delete or otherwise modify these proposals during the course of negotiations.

HPAE LOCAL 5058 INITIAL PROPOSAL TO HACKENSACK MERIDIAN HEALTH
ARTICLE 3.02(D) CONFERENCE DAYS

Union #39 Article 3.02(D) Conference Days

Full-time and part-time benefit-eligible employees shall be entitled to at least ~~two (2)~~ **four (4)** conference days and part-time non-benefit-eligible employees shall be entitled to at least ~~one (1)~~ **two (2)** conference days per calendar year (January 1 through December 31).

...

The Union reserves the right to add to, delete or otherwise modify these proposals during the course of negotiations.

HPAE LOCAL 5058 INITIAL PROPOSAL TO HACKENSACK MERIDIAN HEALTH
ARTICLE 4.04 PER DIEM

Union #40 Article 4.04 **Per Diem:**

An employee who is employed as needed by the Hospital and subject to the employee's availability with no guarantee of hours. Such employee shall be part of the bargaining unit and as such be entitled to seniority and all rights and benefits as outlined in the Agreement. ~~Per diem nurses shall follow the HMH's Per Diem Registered Nurses Policy, which shall be incorporated by reference into this Agreement. Per diems in the operating room only shall be required to work eight (8) shifts per quarter including two (2) weekend shifts. The Hospital will provide 30 calendar days notice of any changes to HMH Per Diem Policy prior to implementation and will bargain over the effects.~~

- A. If the PD must cancel, the unit/department requires at least two (2) hours' notice of the cancellation in order to make alternative arrangements. Failure to provide such notice may result in discipline.
- B. All per diems nurses will maintain all competencies and certifications as deemed necessary for employment.**
- C. Unit based and float pool per diems will be scheduled after all full time and part time employees have submitted their schedules.**
- D. All per diems are to submit their availability of 24 hours a month in the HMH Scheduling Program in the pre-post period.**
- E. If a per diem has not worked in a ninety (90) day period, the nurse manager may separate employment.**
- F. A per diem RN can volunteer to perform in the charge nurse and preceptor roles if the eligibility criteria is met. They must fulfill the requirements of responsibility for the charge nurse and preceptor roles. The per diem will receive the applicable financial compensation.**
- G. Per diems are not eligible for: holiday, extended sick leave time, bereavement or Paid Time Off.**
- H. Per diems are not eligible for health benefits unless required by law.**
- I. Per diems who work in a department which is open on holidays will be required to work two (2) holidays each calendar year: one summer, one winter. The per diem will be given the opportunity to select their specific holidays to work for each year. If the Hospital does not need the per diem to work on the scheduled holiday (e.g. due to low census), the holiday requirement will be considered met.**
- J. Per diems are required to work one weekend shift per month based on the operational needs of the unit/department.**
- K. Per diems will be paid their primary rate for mandatory education.**

The Union reserves the right to add to, delete or otherwise modify these proposals during the course of negotiations.

HPAE LOCAL 5058 INITIAL PROPOSAL TO HACKENSACK MERIDIAN HEALTH
ARTICLE 7.06 COMPENSATION FOR COMMITTEE ATTENDANCE

Union #41 Article 7.06 Compensation for Committee Attendance:

Compensation for Committee Attendance: Employees who ~~serve~~**attend on any Labor-**
Management, Hospital-based or unit-based committees ~~meeting~~ shall be paid at their regular
compensation rate of pay for time spent at said meetings when attended on the employee's off-
duty time. ~~Such membership shall be limited to one committee at a time.~~ Employees who are on-
duty during attendance at said meetings shall be permitted to attend without loss of pay.

The Union reserves the right to add to, delete or otherwise modify these proposals during
the course of negotiations.

HPAE LOCAL 5058 INITIAL PROPOSAL TO HACKENSACK MERIDIAN HEALTH
ARTICLE 3.08 STAFFING THE PROFESSIONAL DEVELOPMENT DEPT.

Union #42 Article 3.08 Staffing the Professional Development Department

For each calendar month, each employee shall have an opportunity to provide their manager with a schedule designed to meet the needs of the unit(s) the employee regularly covers. This schedule shall be due at least three (3) days prior to the start of the month. The schedule shall include a mix of 8-hour to 12-hour shifts at the employee's discretion, for a weekly total equaling their standard weekly hours. Adjustments may be made to the employee's schedule by mutual agreement between the Hospital and the employee if a specific need is identified that would not be covered by the employee's proposed schedule.

The Union reserves the right to add to, delete or otherwise modify these proposals during the course of negotiations.

HPAE LOCAL 5058 INITIAL PROPOSAL TO HACKENSACK MERIDIAN HEALTH
NEW SIDE LETTER – CHARITY CARE

Union Proposal #43 – New Side Letter: Charity Care

Beginning no later than calendar year 2027, Hackensack Meridian Health will spend at least 2.5% of gross revenues on charity care each year. Information on charity care and other available financial assistance programs will be provided in writing to any patient receiving care at the hospital who does not have a health insurance provider on file, or who is known to be homeless or low income.

The Union reserves the right to add to, delete or otherwise modify these proposals during the course of negotiations.

HPAE LOCAL 5058 INITIAL PROPOSAL TO HACKENSACK MERIDIAN HEALTH
ARTICLE 6.03 WORK SCHEDULES

Union #44 Article 6.03 Work Schedules:

The HMH Scheduling Program: The HMH Scheduling Program will be the electronic scheduling program effective with the "Schedule Period Start Date" of January 3, 2016. The initial units to be covered will be the Emergency Services and inpatient units. The following definitions shall apply as it relates to Core and Contingency Staff Resources:

"Core Staff" Resources: Full-time, part-time benefit-eligible, part-time non-benefit-eligible and per diem employees (excluding Float Pool) working within their budgeted FTE commitment in their assigned work area.

"Contingency (Flexible) Staff" Resources: ALL Float Pool employees (regular or Per Diem), ALL employees working above their budgeted FTE or into Overtime, ALL employees working a shift selected via the Open Shift program, ALL Per Diem employees (unit based or float pool), and ALL agency resources.

The Hospital shall post a four (4) week schedule of each employee's CORE assignment not less than two (2) weeks in advance of the start of the schedule. The final CORE assignment corresponds with the date listed in the chart above for the "End Balancing Schedule."

Such schedule shall be maintained until it is superseded by a new schedule or changed by the Hospital in an effort to maintain safe and quality levels of patient care. The Hospital shall exhaust all reasonable means of providing coverage before altering a posted schedule.

Never the less, such schedules shall not be altered without first seeking volunteers to provide needed coverage or changes, and without first discussing such changes and alternate suggestions with the affected employees. Such procedure with regard to volunteers and discussions shall also apply to alterations of established weekend cycles.

Where there are choices to be made the least senior employee shall be the first to be affected. Four (4) weeks' notice shall be given prior to any changes in the weekend schedule.

Time requests submitted for un-posted time shall not be unreasonably denied. Time requests for changes in posted time shall be granted whenever feasible. Swapping of time for posted schedules shall not be denied so long as the replacement has equivalent skills and qualifications and does not result in overtime payment or compensation for extra shift worked. Changes shall be authorized by the employee's immediate supervisor or the Nursing Resource Office.

In the event a request for benefit time is denied, an employee who then secures their own coverage will not be denied the time so long as the replacement has equivalent skills and qualifications ~~and does not result in overtime payment.~~

The current practice of bargaining unit personnel being granted vacation or benefit time independent of requests by non-bargaining unit personnel shall continue.

The Union maintains the right to add to, delete or otherwise modify these proposals during the course of negotiations.

HPAE LOCAL 5058 INITIAL PROPOSAL TO HACKENSACK MERIDIAN HEALTH
ARTICLE 6.03 WORK SCHEDULES

In departments where employees self-schedule their core shifts, the Hospital may move an employee from a self-scheduled shift to another shift in the same week in order to balance staffing. Such moves shall be evenly rotated in order of reverse seniority, and a log shall be kept. This balancing shall occur before the pre-post period.

In such departments, the Hospital shall make every reasonable effort to require employees to work an equal number of Mondays and Fridays in each four-week schedule. PTO taken on a Monday or Friday will be counted as meeting the employee's requirement, but a non-PTO request off will not count toward the requirement.

The Union maintains the right to add to, delete or otherwise modify these proposals during the course of negotiations.

HPAE LOCAL 5058 INITIAL PROPOSAL TO HACKENSACK MERIDIAN HEALTH
NEW SECTION ARTICLE 7.10

Union #45 New Section Article 7.10

7.10 Critical Shift Bonus: The intent of the critical shift bonus is to address issues of short staffing. The hospital will pay the employee a bonus of \$35.00 per hour in addition to any other pay or incentives for working the critical shift when it becomes operationally necessary on a unit-specific basis to flex up staffing. The bonus will be implemented based on factors including, but not limited to:

- a. The unit/department has an LOA/vacancy rate greater than 10%.
- b. Staffing ratios mandated in Section 3.04 will not be met through other measures
- c. The unit/department has an unexpected increase in patient volume and/or acuity
- d. Other unforeseen circumstances

The Union maintains the right to add to, delete or otherwise modify these proposals during the course of negotiations.

HPAE LOCAL 5058 INITIAL PROPOSAL TO HACKENSACK MERIDIAN HEALTH
ARTICLE 6.05 SHIFT ROTATION

Union #46 - Article 6.05 Shift Rotation: In the event of shortages on a particular shift necessitating shift rotation, the Hospital shall first discuss alternatives to rotation and then seek volunteers.

As a last resort, available employees shall be rotated in order of reverse seniority on a rotating basis, up to four (4) consecutive weeks maximum unless mutually agreed otherwise. A log of rotation shall be maintained on each unit. Those with five (5) or more years' seniority shall not be required to rotate. An employee with five (5) or more years seniority who volunteers to rotate shift shall receive an additional ~~five (5)~~ **fifteen** dollars per hour added to their regular compensation rate of pay. Employees who rotate from one shift to another shall receive the appropriate shift differential (section 11.03) for that shift or keep their current shift differential whichever is greater. Four weeks' notice for the need to rotate shifts will be given to the affected employee (s) unless in the case of an unforeseen emergent circumstance and only as a last resort and not for chronic short staffing. It is the intent of the employer to move the employee back to their original shift as soon as practicable. An employee will be given at least 48 hours transition time when moving from one shift to the other.

- A. In the case of an employee who is regularly required to move between day and evening shifts as part of their schedule in a perioperative department, the employee shall be paid the above shift rotation pay for every shift worked that is not their primary shift.**

The Union reserves the right to add to, delete, or otherwise modify these proposals during the course of negotiations.

HPAE LOCAL 5058 INITIAL PROPOSAL TO HACKENSACK MERIDIAN HEALTH
ARTICLE 9 LEAVE OF ABSENCE

Union Proposal # 47 Article 9 Leave of Absence

The Hospital's Leave of Absence Policy, as it may be amended, changed or terminated from time to time, will be incorporated by reference except as modified below:

- The Leave of Absence Policy shall be subject to the grievance and arbitration process as it is applied to bargaining unit members.
- Benefits while on a Leave of Absence: Seniority shall continue to accrue while on a leave and shall be maintained.
- Employees may use their frozen PTO Draw down bank and current accrued PTO bank when on an approved medical leave of absence if ESL hours have been exhausted, for all days on protected leave as per the Job Protection section below, but in no case can the employee's current accrued PTO bank drop below 80 hours.
- **For a leave of absence of three months or longer, on the first shift returning to work the Hospital shall provide the employee with a complete list of all mandatory training and education that is due or overdue. The employee shall be permitted to use as much of the shift as is needed to complete the training and shall not have a patient assignment while completing it. If an in-person skills check is needed, the Hospital shall make every reasonable effort to ensure that personnel are available to assist. The Hospital shall ensure that any lapsed access to its electronic systems is restored in advance.**

The Union reserves the right to add to, delete or otherwise modify these proposals during the course of negotiations

HPAE LOCAL 5058 INITIAL PROPOSAL TO HACKENSACK MERIDIAN HEALTH
NEW SIDE LETTER – PRESCRIPTION DRUG PLAN

Union #48 New Side Letter – Prescription Drug Plan

For at least two years following the ratification of a successor Agreement, employees with an HMH prescription drug plan will be allowed to fill prescriptions at third-party retail pharmacies at the same benefit level as at the onsite pharmacy at JSUMC.

The Union reserves the right to add to, delete, or otherwise modify these proposals during the course of negotiations.

HPAE LOCAL 5058 INITIAL PROPOSAL TO HACKENSACK MERIDIAN HEALTH
NEW SIDE LETTER – ELECTRONIC TRACKING DEVICES

Union #49 New Side Letter – Electronic Tracking Devices

Employees shall not be mandated to wear any electronic device if the device's primary purpose is to monitor or record an employee's location through technologies including, but not limited to, GPS, RFID, or near-field magnetic induction.

The Union reserves the right to add to, delete, or otherwise modify these proposals during the course of negotiations.