

TABLE OF CONTENTS

	Page
ARTICLE 1. UNION RECOGNITION	1
ARTICLE 2. UNION SECURITY AND CHECK OFF	2
ARTICLE 3. CONDUCT OF UNION BUSINESS	3
ARTICLE 4. REPRESENTATIVES	4
ARTICLE 5. SENIORITY	5
ARTICLE 6. LEAVE OF ABSENCE.....	6
ARTICLE 7. DISCIPLINES AND DISCHARGE.....	10
ARTICLE 8. GRIEVANCE PROCEDURE	12
ARTICLE 9. NO STRIKE/NO LOCKOUT	14
ARTICLE 10. NON-DISCRIMINATION	15
ARTICLE 11. FILLING VACANT POSITIONS	15
ARTICLE 12. NOTIFICATION	16
ARTICLE 13. SEPARABILITY.....	16
ARTICLE 14. WORK SCHEDULES AND TIME REQUESTS	16
ARTICLE 15. CLASSIFICATION OF EMPLOYEES	18
ARTICLE 16. WAGES AND EXPERIENCE RECOGNITION	19
ARTICLE 17. PAID TIME OFF.....	21
ARTICLE 18. HOLIDAYS.....	25
ARTICLE 19. EARNED SICK LEAVE.....	27
ARTICLE 20. MANAGEMENT RIGHTS.....	29
ARTICLE 21. LABOR-MANAGEMENT COMMITTEE.....	30
ARTICLE 22. HOURS OF WORK AND OVERTIME.....	30
ARTICLE 23. FLEXIBLE SHIFT	33
ARTICLE 24. BEREAVEMENT LEAVE	33
ARTICLE 25. JURY DUTY LEAVE	34
ARTICLE 26. TERMINAL BENEFITS.....	34
ARTICLE 27. REPORTING AND ON-CALL PAY	34
ARTICLE 28. TUITION REIMBURSEMENT.....	34
ARTICLE 29. PERSONNEL FILES	39
ARTICLE 30. BENEFITS	40

TABLE OF CONTENTS

(continued)

	Page
ARTICLE 31. SAFETY & HEALTH.....	41
ARTICLE 32. RETIREMENT.....	41
ARTICLE 33. SUCCESSORS.....	42
ARTICLE 34. STAFFING COMMITTEE.....	42
ARTICLE 35. EFFECTIVE DATE AND TERMINATION.....	43
Side Letter of Agreement 1.....	45
Side Letter of Agreement 2.....	46
Side Letter of Agreement 3.....	47
Side Letter of Agreement 4.....	48
Side Letter of Agreement 5.....	49
Side Letter of Agreement 6.....	50
Side Letter of Agreement 7.....	51
Side Letter of Agreement 8.....	52

AGREEMENT

ARTICLE 1. UNION RECOGNITION

- 1.1 The Harborage recognizes the Union as the sole and exclusive bargaining agent on behalf of all employees in the collective bargaining unit defined as follows:

All regular full-time and regular part-time and per diem service and maintenance employees, including nurse's aides, residential aides, recreation aides, unit clerks, receptionists, housekeepers, laundry aides, laundry machine operator I, laundry machine operator II, and rehabilitation aides and maintenance employees, but excluding all professional employees, technical employees, office clericals, department heads, managerial employees, guards and supervisors (including the lead housekeeping employee) as defined in the National Labor Relations Act.

See Article 15 for definitions of regular full-time, regular part-time and per diem employees.

- 1.2 The Harborage will provide an employee his/her job description within thirty (30) calendar days of hire. All job descriptions relating to a department/unit will be maintained in said area and made easily accessible to the employees of that department/unit.
- 1.3 In the event the Harborage is taken over in receivership or bankruptcy proceedings, the receiver's and/or trustee's obligations shall be governed by the applicable Federal bankruptcy provisions.

The Union will be informed of any sale merger, or transfer of assets at least thirty (30) days in advance of such transaction.

- 1.4 Regular full-time and regular part-time employees shall be on probation for a period of ninety (90) calendar days.

Per Diem employees shall be on probation for a period of one-hundred eighty (180) calendar days.

- 1.5 The Harborage shall have the right to discharge employees during their probationary period with or without cause, and such discharge shall not be subject to the grievance procedure of this Agreement. Upon the satisfactory completion of the probationary period, employees shall be placed on the seniority list as of their hiring dates. During an employee's probationary period they shall not be entitled to any paid leave or paid time off.
- 1.6 Probationary employees will be eligible for benefits (as described in Article 30) on the 1st of the month following the date of hire.

ARTICLE 2. UNION SECURITY AND CHECK OFF

- 2.1 It shall be a condition of employment that all employees of the Harborage covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing by the payment of initiation fees and periodic dues uniformly required by the Union of all its members.
- 2.2 All current employees who are not members of the Union on the effective date of this Agreement shall, either become a member within thirty (30) calendar days, or notify the Union by certified mail within thirty (30) days of their intent to become a non-member.
- 2.3 Should a new employee hired by the Harborage, an employee transferring into the bargaining unit or any current employee refrain from becoming a member of the Union, said employee shall notify the Union in writing that such employee chooses to refrain from becoming a member of the Union. Such written notice shall be forwarded from the employee to the Union by certified mail with five (5) days from the time such an employee completes their probationary period or from the time a current employee chooses to refrain from remaining member of the Union. The Union shall notify the Harborage in writing of the name of any employee who has forwarded such a written notice to the Union within ten (10) days from the Union's receipt.
- 2.4 In the event that any new employee hired by the Harborage, an employee transferring into the bargaining unit or any current employee chooses to refrain from becoming a member of the Union and serves appropriate notice to the Union as per Article 2.2, or 2.3 above, such employee shall be required, nevertheless, to pay a fee for service equivalent to membership dues and initiation fees uniformly required by the Union of all its members or become a proportionate share payer and pay the percentage of fees and uniform periodic dues used for activities, germane to the Union's status as the unit's exclusive bargaining representative. Said service fees shall be considered a condition of continued employment with the Harborage and such the Harborage shall deduct said service fee from the pay of such employee (refer to Article 2.6).
- 2.5 The Union will inform employees of this Union security obligation and options under Articles 2.1, 2.2, and 2.3 herein. An employee who fails to comply with his/her Union security obligation will be subject to discharge. The Harborage will discharge an employee upon written notification from the Union that the employee has failed to meet her/his Union security obligation and an unequivocal demand by the Union that the employee be discharged. The Harborage will then discharge any such employee effective fifteen (15) days after the receipt of such notice; provided, however, that if the Harborage is informed by the Union in writing within such fifteen (15) day period; that the employee has fulfilled her/his Union security obligation during that period, the original Union notice to discharge will be null and void.
- 2.6 Upon receiving written authorization of an employee, the Harborage agrees to deduct from each paycheck membership dues/fees in such amounts as fixed pursuant to the by-laws and constitution of the Union during the term of this Agreement. Pursuant to the law, the authorization shall be revocable on the termination of this Agreement or upon expiration

of one (1) year from the date of the authorization, whichever is sooner. The Union is responsible for providing employees with a dues deduction form and shall send the signed forms to the Harborage. The dues deduction authorization shall be effective only if executed after the date of execution of this Agreement.

The Harborage agrees that it shall forward to the Union, by the 15th of the month following the month for which the dues are collected, a check representing such Union dues and a list of names of the employees from whom the deductions were made, the amount deducted, hourly rate and the number of hours worked.

- 2.7 The Union shall indemnify the Harborage and hold the Harborage harmless against any and all claims, demands, suits and other forms of liability that arises out of, or by any reason of, action taken or not taken for the purpose of complying with any of the provisions of this Article.
- 2.8 Neither the Harborage nor the Union shall restrain or coerce any employee in the exercise of their choice to become or refrain from becoming a member of the Union.
- 2.9 The Harborage will provide to the Union the following information for all new hires monthly: the employee's name, address, email address, phone number, classification, date of hire, rate of pay, last four digits of employee's social security / employee ID number, and date of birth. The Harborage will notify the Union of changes in the status of employees on the payroll (i.e., full-time to part-time, leave of absence, terminations) on a monthly basis.
- 2.10 The Harborage shall provide an updated list of bargaining unit employees every six (6) months, in January and July, that shall include employee's name, address, email address, phone number, classification, date of hire, rate of pay, last four digits of employee's social security / employee ID number, and date of birth. The Employer will notify the Union in writing of an employee's retirement and provide the Union with the last known address.
- 2.11 All information shall be provided on an Excel Spreadsheet as an attachment to an email.
- 2.12 Voluntary Check-off for COPE - Upon receipt of a voluntary, duly authorized check-off authorization, the Harborage shall deduct such amount of monies authorized by employees for the union's political action fund, HPAE Committee on Political Education (COPE). The money deducted from the employees' paychecks and an itemized list of such deductions shall be forwarded to the union no less than once per month and no later than one (1) month following the deductions.

ARTICLE 3. CONDUCT OF UNION BUSINESS

- 3.1 Non-employee authorized Union representatives shall have reasonable access to the Harborage's premises for the sole purposes of investigating grievances and ascertaining whether the Harborage is complying with the provisions of this Agreement. Non-employee representatives, however, shall give notice to the Harborage's Administrator or his/her designee at least twenty-four (24) hours in advance of the visit to make mutually

convenient arrangements. If circumstances arise in which twenty-four (24) hours' notice is not possible then the Harborage shall provide reasonable advance notice. Further in its discretion, the Harborage may waive the notice requirement upon the request of the Union. The non-employee Union representative may request to see employees on duty. The Harborage may deny any such request if it will interfere with patient care.

- 3.2 During such visits described in paragraph 1 above, the non-employee authorized Union representative will not have access to any direct patient care area. Non-employee Union representatives shall not interfere with or disrupt patient care or the business of the Harborage.
- 3.3 The collective bargaining activities of employees, non-employee authorized Union representatives or Union representatives shall not interfere with or disrupt patient care or the business of the Harborage. Collective bargaining or Union activities will not take place on the nursing units, in patient care areas or in work areas.
- 3.4 The Harborage will provide a bulletin board in each break room on each floor. The bulletin board will have a glass door that may be locked for the exclusive use of the Union. The Union shall not post literature that would be offensive to a reasonable person. Comments and updates about collective bargaining activities are not included in this category.
- 3.5 The Harborage shall provide a mailbox, which may be locked for Union use to be located in the time clock area.
- 3.6 Harborage shall provide the union with one half (1/2) hour to speak during the first day of the orientation, in order to orient new employees to the union. This one half (1/2) hour period of time shall be pre-arranged by management and not occur during the new employee's lunch or break time(s). Harborage shall give the union notice when an orientation is scheduled. The union shall designate one employee union representative to speak at the new hire orientation.

ARTICLE 4. REPRESENTATIVES

- 4.1 The Harborage recognizes the right of the Union to designate no more than twelve (12) representatives for the enforcement of this Agreement ("Union Representatives"). The Union will notify the Harborage of its designations.
- 4.2 Representatives have no authority to take strike action or any other action interrupting the Harborage's operations, during the term of Agreement or any extension thereof.
- 4.3 The Harborage will permit the work schedule of Union Representatives to be adjusted to permit the employee to attend to outside Union business provided notice is given two (2) weeks prior to the posting of the work schedule. After every effort is made to accommodate the request however, the Harborage may deny it if proper staffing levels cannot be maintained. The maximum any one employee/officer may use under this provision is six (6) days per contract year per Union officer.

- 4.4 Employees who attend Labor-Management Committee meetings and grievance meetings during their regularly scheduled hours shall not suffer any loss in pay. The paid time spent in meetings will be considered time worked for the purposes of calculating overtime.
- 4.5 Recognizing the Union's need to conduct Union business, the duly elected officers of the Union will be permitted a grand total of twenty-seven (27) paid work days per contract year, limited to Union business, conferences, educational purposes and Union meetings ("Union Business Days"). The Union will schedule Union Business Days two (2) weeks in advance through a written request to the Employer, prior to the posting of a new schedule in which said Union Business Days will be taken. Management insofar as possible will not unduly deny requests due to occasional unforeseen events. This time shall be counted as time worked. Union Business Days shall not accrue from year to year.

ARTICLE 5. SENIORITY

- 5.1 Seniority for purposes of this Agreement, means the length of continuous service with the Harborage in the unit described in Article 1.1. Seniority shall be calculated from the date an employee enters employment in a unit position. Seniority shall be applied to the assignment of available shifts, use of accrued leave, filling vacant positions, assignment of permanent assignments, floating and layoff and recall procedures. Seniority shall be applied only as described in each article.
- 5.2 Should the Harborage, in its discretion, determine that a layoff or reduction in hours is necessary, the anticipated length and reason for such shall be sent to the Union at least fourteen (14) calendar days in advance of the layoff.
- 5.3 Any layoff shall be by seniority within shift and job classification with the most recently hired employee being the first to be laid off.

Employees that are informed that they are to be laid off shall have the right to bump the least senior employee in his/her job classifications. If an employee is unable to bump an employee in his/her own classification, they may bump the least senior employee in an equal paying or lower paying classification provided he/she has the skill and ability to perform the job. An employee who chooses not to bump another employee shall be laid off without affecting his/her recall rights. A non-certified individual cannot displace a certified nurse aide.

A Union officer shall have the right to be present in meetings with affected bargaining unit employees.

- 5.4 Employees shall be recalled from layoff in the reverse order in which they were laid off. The Harborage shall send notice, via certified mail, return receipt requested, to the last known address appearing in the Harborage's records.

Recalled employees shall contact the Harborage within five (5) working days of the date of mailing notice and must return to work within one (1) week of the receipt of the notice

unless emergent circumstances exists. Employees shall retain the right of recall for one (1) year from the date of layoff.

5.5 In the units, shifts or departments wherein the Harborage intends to lay-off employees, the following order shall be followed:

1. Similarly situated Volunteers
2. New employees on probation
3. Least senior employees based on section 5.3

5.6 Employment shall be deemed terminated and seniority shall be deemed broken under the following circumstances:

- A. Layoff for continuous period of over one (1) year;
- B. Discharge;
- C. Resignation; and
- D. Exhaustion of leave unless extended by the Harborage in writing.

5.7 The Harborage shall maintain a seniority list showing employees' names, classifications, shifts, dates of hire and departments. The Harborage shall provide a copy of said list within two (2) working days of a demand by a Union Representative.

5.8 Severance Pay

Employees who are laid off shall receive severance pay as described below if requested.

Severance pay is in lieu of recall rights.

One (1) week severance pay for at least five (5) years seniority and less than ten (10) years seniority.

Two (2) weeks severance pay for at least ten (10) years seniority and less than fifteen (15) years seniority.

Three (3) weeks severance pay for at least fifteen (15) years seniority and less than twenty (20) years seniority.

Four (4) weeks severance pay for twenty (20) or more years seniority.

ARTICLE 6. LEAVE OF ABSENCE

6.1 The Leave of Absence policy applicable to non-union Harborage employees, as it may be amended, changed or terminated from time to time, will be incorporated by reference and shall continue in full force and effect for the term of this Agreement.

The Harborage will provide at least seven (7) calendar days' notice of any substantial changes to the Leave of Absence policy prior to implementation and will negotiate over the effects.

6.2 UNION BUSINESS LEAVE

One (1) continuous leave of absence not to exceed one (1) year, shall be granted to employees with one (1) or more years of service, to accept a full-time position with the Union. Upon expiration of the leave, the employee will be reinstated to the first vacant position which he/she formerly held on his/her former shift.

If an employee takes a Union business leave for a period of two (2) months or less, the employee will be reinstated to his/her former shift provided at least two (2) weeks advance notice is given before the start of the leave.

No more than one (1) employee per year may utilize this provision at any given time.

6.3 PERSONAL LEAVE

The Harborage may grant unpaid personal leaves of absence in its discretion.

6.4 EDUCATION LEAVE

An education leave for any 12-month period shall not be unreasonably denied for employees who have completed one year of service and who are actively enrolled. Following completion of the 12-month leave, the employee shall have the right to return to his/her titled position without loss of seniority.

6.5 WORKERS COMPENSATION

Employees on light duty may be utilized for day watch.

HMH will provide medical treatment and compensation for all employees, regardless of status or length of employment for injuries or illness incurred as a direct result of employment. When injuries or illness necessitate absence from the job, employees will be compensated according to New Jersey applicable state laws and HMH applicable salary benefit guidelines.

Guidelines

1. Reporting of work-related injury or disease/illness.
 - A. The employee who sustains a work-related injury or illness must report the occurrence to their immediate supervisor at the time of occurrence. HMH requires notification with twenty-four (24) hours of an injury or illness arising from work. Failure to report the occurrence may impact the benefits available to the employee. In the absence of the employee's supervisor the occurrence must be reported to the designated charge person, the administrative nursing supervisor or the administrator-on-call.
 - B. The employee must complete an appropriate event report (i.e., in ONElink). The supervisor must review/countersign the event report (i.e. in ONElink) and direct the employee to Occupational/Employee Health (OEH) or the Emergency

Department (ED) if OEH is closed and the employee requires emergency treatment.

- C. If the initial evaluation/treatment occurs in OEH, OEH will notify the employee's leader regarding the employee's ability to return to work. If the initial evaluation/treatment occurs in the ED, the employee must notify their leader of their ability to return to work and the employee must contact OEH on the following business day for follow-up evaluation.
 - D. All subsequent medical treatment must be authorized and directed by OEH. Failure to comply with authorization will jeopardize medical benefit payments under Workers' Compensation for this injury/illness. Employees are required to attend all scheduled appointments as directed by OEH and/or the Worker's Compensation Program Administrator. Failure to do so will result in loss of benefits.
 - E. An employee's FMLA leave entitlement may run concurrently with a worker's compensation absence (Reference LOA Policy).
2. Payments of Benefits
- A. An employee who has lost time due to a work-related injury or illness will be paid in one of two ways:

If seven (7) or less calendar days are lost, the hours lost must be charged to extended sick leave (ESL) first, the ESL frozen, then PTO.

If there is lost time which extends beyond seven (7) calendar days due to the disability, a workers' compensation claim is filed and the time lost will be paid by the Workers' Compensation Program Administrator. Note: OEH shall notify the human resources (HR) department of all potential lost time claims. The Worker's Compensation program benefit pays the employee 70% of their gross pay to the maximum compensation rate. An employee receiving temporary workers' compensation payment may use extended sick leave (ESL) first, then ESL frozen, then PTO to supplement their wages to 100% of their salary.

Supplemental payment is not made for lost wages or medical expense of a claim being contested/investigated. In those situations payment is made based on the Workers' Compensation Program Administrator's determination. In cases where a claim is being contested or denied and the employee is unable to work, the employee may file a Certification of Contested Worker's Compensation Claim (DPS221) with the Division of Unemployment and Disability Insurance. The employee may be eligible for Unemployment and/or Disability benefits for up to 26 weeks as determined by the Division of Unemployment and Disability Insurance.

The denial of workers' compensation benefits does not negate the ability of the employee to file for Short Term Temporary Disability benefits, if the employee chooses to do so.

- B. For employees on a leave of absence, refer to the Leave of Absence Policy regarding insurance benefits, job guarantee and job status/security.
3. Referrals to Physicians/Medical Care Facilities
- A. OEH is the primary provider contact. Only OEH, the Workers' Compensation Program Administrator (or in life threatening situations, the ED) may refer an employee to authorized services or physicians for consultation. Delivery of medical care services required on an inpatient or outpatient basis will be restricted to HMH facilities in instances where HMH provides such services. Any medical care services performed by a facility other than HMH must be authorized by OEH or the Workers' Compensation Program Administrator to be eligible for payment.
4. Termination of Workers' Compensation Benefits
- A. Temporary workers' compensation benefits for wage loss will be discontinued when the employee is offered light/modified duty or full duty or when the employee reaches maximum medical improvement. Medical benefits will be discontinued when an employee reaches maximum medical improvement or refuses to cooperate with treatment by missing scheduled appointments, examinations, or therapy.
 - B. Employees are not permitted to engage in employment with another employer (or in a business which the employee owns) while out of work and receiving temporary workers' compensation benefits for wage loss. Workers' compensation benefits will discontinue if an employee is engaged in employment with another employer.
5. Return to Employment
- A. Before returning to work, an employee who has been out of work as a result of a work-related injury or illness must be cleared by OEH. OEH will notify the employee's leader and the Absence Management Program Administrator regarding the employee's return to work status.
 - B. An employee who is cleared to return to work with restrictions on modified duty will be provided modified duty, if available. Generally, modified duty will end at maximum medical improvement or the expiration of twelve (12) weeks, whichever is earlier. HMH does not have permanent modified/light duty positions.
 - C. Employees receiving workers' compensation benefits who are determined to be physically able to return to work and refuse to return to work will be terminated from employment, unless they are eligible and approved for additional leave under the FMLA, ADA or other applicable law. Moreover, they will not be entitled to receive workers' compensation benefits beyond the date of termination. If the employee is not eligible for any of the foregoing, their position may be posted and filled.

ARTICLE 7. DISCIPLINES AND DISCHARGE

- 7.1 The Harborage reserves the right to discipline or discharge employees for "just cause".
- 7.2 All disciplines must be given, in writing, to the employees involved. The Union shall be notified in writing within two (2) business days by providing a representative designated by the Union with a copy of a discharge, suspension or discipline notice.
- 7.3 A grievance by an employee claiming that he/she has been unjustly or improperly discharged, disciplined or suspended must be submitted to the Harborage within ten (10) days of written notification of discharge, disciplinary action or suspension.
- 7.4 The time limits specified herein shall exclude Saturdays, Sundays, and holidays.
- 7.5 Prior to an employee being asked to attend an investigatory interview that may lead to a discipline or a disciplinary conference in which discipline is given, the Harborage representative holding the interview shall inform the employee of the nature of the interview or meeting, including that the interview may lead to a discipline. In the situation described above, the employee shall have the right to request a Union representative on duty to be present. If in the event that there is no Union representative on duty, the Harborage may temporarily remove the employee from the performance of his or her job, with or without pay, in the Harborage's judgment (subject to the grievance procedures), and will proceed with the discipline conference or investigatory interview when a Union representative is available. In situations where a Union representative is not available and the Harborage's regulatory or licensure obligations require an immediate investigation, the interview will not be delayed provided the employee involved shall have the right to choose any bargaining unit member to attend the interview. In the event that an employee is suspended, temporarily removed or terminated between the hours of 11pm and 6am, management shall offer cab fare to be deducted from the employee's next paycheck.

7.6 Absenteeism and Lateness.

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

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

ABSENTEEISM

An occurrence of absenteeism is defined as:

- Call outs or absences greater than two-thirds of a scheduled shift that were not authorized or previously scheduled and approved.

- Absences that are not sanctioned under the auspices of jury duty, flex time, bereavement, military leave, FMLA, the New Jersey Paid Sick Leave Act and/or other approved leaves, or leaves under the instruction/advice of Occupational Medicine Services.

Process:

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

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

Guidelines:

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

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

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

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

LATENESS

An occurrence of lateness is defined as:

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

Employees are required to adhere to departmental guidelines if they work in areas

where they are required to change into and out of scrubs or other required uniforms to perform their job duties.

Guidelines:

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

ARTICLE 8. GRIEVANCE PROCEDURE

- 8.1** For the purpose of this Agreement, the term "grievance" shall mean a dispute which arises after the effective date and prior to the expiration date of this Agreement concerning the meaning and application of the express written provisions of this Agreement. Employees should attempt to discuss and resolve issues and differences with their immediate supervisor.
- 8.2** A grievance that is not disposed of in accordance with the following procedure shall be considered waived and/or settled and such waiver and/or settlement shall be final and binding upon the Harborage and its members, the employee or employees involved, and the Union.

Step 1: If the issue cannot be mutually resolved after discussion with the immediate supervisor, an aggrieved employee and/or Union Representative shall present the grievance to the Department Head in writing within 10 calendar days from the date of the occurrence. The Union Representative, the grievant, and the Department Head or designee shall meet and attempt to settle the grievance.

Step 2: If the matter is not settled at Step 2, the Union shall, within five (5) calendar days of the receipt of the Department Head's response, present the grievance, in writing, to the Administrator. At a mutually convenient time, the Administrator or Administrator's designee shall meet with the grievant and one (1) Union representative and, if necessary, a non-employee Union representative to resolve the grievance. At the meeting, the Union representative shall have the opportunity to interview the management personnel involved, as well as call other witnesses on behalf of the Union member. The Administrator/designee shall send the decision, in writing, to the grievant with a copy to the Union within ten (10) working days of the meeting.

Step 3: If the matter is not settled in the foregoing steps, either the Union or the Harborage may appeal the dispute within twenty (20) calendar days to arbitration in accordance with the procedures established by the American Arbitration Association.

The decision of the arbitrator shall be rendered within thirty (30) days of the hearing and shall be final and binding upon the Union, the Harborage and all affected employees.

The arbitrator's function is to interpret the express provisions of this agreement and to decide disputes of alleged violations of the provisions of this Agreement. The arbitrator shall not supplement, enlarge or alter the plain meaning of the provisions of this

Agreement. The arbitrator shall have no authority to hear or decide an issue not covered by this Agreement.

- 8.3** Since it is important that a grievance be processed as expeditiously as possible, the number of days indicated at each level shall not be considered as merely procedural, but shall be deemed of the essence. Any grievance shall be considered settled if not appealed to the next step within the time limits set forth herein. Time limits, however, may be extended only by mutual agreement in writing signed by both parties. A grievance which affects a number of employees or which concerns the termination of an employee may initially be presented by the Union at Step 3 of the Grievance Procedure.
- 8.4** The Parties shall not combine grievances and file for arbitration unless mutual agreement of the issue is reached.
- 8.5** The filing costs and arbitration costs shall be borne equally by the Union and the Harborage.
- 8.6** Employees will not be paid for their participation in arbitration.
- 8.7** The Union agrees that only the employees reasonably necessary for the conduct of a full and fair hearing will attend the arbitration proceedings, which may include employees that are officers of the Local Union, when the Union deems necessary.
- 8.8** Union representatives will be paid for their participation in the grievance process if the participation occurs during their normally scheduled work time provided the representative receives prior permission from his/her supervisor. Union representatives will not be paid for their participation in arbitration.
- 8.9** The maintenance of a peaceful and constructive relationship among the Union, the Harborage and the unit members requires the use of the grievances machinery for the settlement of all contractual complaints, disputes and grievances. No unit member or group of unit members may initiate any grievance proceeding, move to confirm or vacate an arbitration award or seek to interpret or enforce this Agreement on their own initiative or responsibility. All of the rights and privileges created by or implied from this Agreement shall be enforceable only in the manner established by this Agreement.
- 8.10** The parties recognize and agree that it may be mutually beneficial to expedite the resolution of certain grievances. Upon mutual agreement on a case-by-case basis, the parties shall follow the following procedures:

The party initiating the grievance will notify the American Arbitration Association (AAA) and request an expedited arbitration hearing. The following rules shall be followed:

- AAA will forward one list to the parties involved that will list five arbitrators. The parties may strike one name from the list prior to returning it to AAA and number the remaining names in order of preference. The list must be returned within 10 working days of being sent out by AAA.

- The arbitrators listed by AAA must agree to hear the case within sixty (60) calendar days of being assigned the case. If the arbitrator cannot hear the case within the time limit, they shall not be included on the list by AAA.
- If for any reason the arbitrator cannot fulfill the obligation after being assigned the case, AAA shall assign the next arbitrator by order of preference on the list. If the parties do not agree upon a mutual date within the sixty (60) days described above, the arbitrator shall assign a date over the next thirty (30) days.

Once an arbitrator and date have been selected:

- Both sides will meet prior to the arbitration hearing date to identify a) the issue that the arbitrator will be deciding, b) joint exhibits, c) stipulated facts regarding the grievance, and d) the list of witnesses. If agreement can't be reached on the list of witnesses either side may bring the witnesses that they want.
- With mutual agreement there shall be no post-hearing briefs. Each side shall make an opening statement and concluding statement to identify their position and proofs. If mutual agreement is not reached on no post-hearing briefs they must be filed within two weeks of the hearing.

ARTICLE 9. NO STRIKE/NO LOCKOUT

- 9.1** During the life of this Agreement or any written extension thereof, the Union, on behalf of its officers, agents and members, agrees that it will not cause, sanction or take part in any strike (whether it be economic, unfair labor practice, sympathy or otherwise), slowdown, walkout, sit down, picketing, intentional hand-billing of non-employees while on Harborage premises* or boycott, whether they be a primary or secondary nature. (*For the purposes of this Article the Harborage premises does not include the area immediately west and adjacent to the public driveway entrances on River Road).

The Harborage agrees that there shall be no lockout during the life of this Agreement. A close-down for any reason other than a labor dispute involving this bargaining unit and Union, shall not be a lockout.

- 9.2** The Harborage shall have the unqualified right to discharge or discipline any or all employees who engage in any conduct in violation of the law or this Article subject to the grievance procedures.
- 9.3** Either party shall have the right to pursue legal actions including claims for damages and/or injunctions in a court or agency of competent jurisdiction in the event of a breach of this Article. Any claim, action or suit for damages resulting from the Union's violation of this Article shall not be subject to the grievance provisions of this Agreement.
- 9.4** In addition to the above, should unit employees engaged in any activity in violation of paragraph 9.1 above, the Union, within twenty-four (24) hours of a request by the Harborage, shall do everything in its power to prevent its members, officers, representatives and employees, either individually or collectively from engaging in the type of activities described above. Specifically, the Union shall take at least the following steps:

1. Advise the Harborage, in writing, that such action by the employees has not been called or sanctioned by the Union;
2. Notify the employees of its disapproval of such action and instruct such employees to cease such action and return to work immediately;
3. Publicly disavow such activities; and
4. Post notices at appropriate locations advising that it disapproves such action and instructing employees to return to work immediately.

ARTICLE 10. NON-DISCRIMINATION

- 10.1** No employee shall be discriminated against directly or indirectly because of his/her membership in or activity on behalf of the Union. The Harborage shall not discriminate against any employee because of race, ancestry, ethnicity, color, creed, religion, national origin, citizenship status, age, gender, pregnancy, marital status or domestic partnership status, disability, affectional or sexual orientation, gender identity and expression, genetic information, atypical cellular or blood trait, mental or physical disability, veteran status or political affiliation or any other protected status in accordance with all federal, state and local laws. All employees shall be treated in a professional manner.

Claims alleging a violation of this provision shall be subject to either the grievance and arbitration provision of this Agreement or an appropriate court or external agency but not both, as determined by the claimant.

ARTICLE 11. FILLING VACANT POSITIONS

- 11.1** The Harborage shall post vacant positions on the intranet and on the bulletin board for seven (7) days (exclusive of Saturdays, Sundays and holidays) before the position is permanently filled. The posting shall include the full job description along with the specific job duties.

During this period, an employee desiring to be considered for a vacant position shall file a written request with the Administrator. The Harborage shall respond to employees requesting to fill said positions within ten (10) working days of the close of the seven (7) day bid period.

An existing employee shall be given the first opportunity to fill the vacancy, provided he/she has the necessary qualification for the position as determined by the Harborage. For the purposes of this provision an employee seeking to fill a vacant position within his/her classification will be presumed to have the necessary qualifications for the vacant position.

Where two (2) or more qualified employees request a vacant position, selection shall be on the basis of seniority. The employee selected shall be transferred to the new position within thirty (30) calendar days of the date the transfer was approved.

Employees seeking to fill vacant positions outside of their classifications must meet the objective qualifications as set forth in the job descriptions. Employees that share equal

qualifications and performance shall receive preference for the position in order of seniority.

The Harborage shall send a copy of all job postings, including the date of the posting, job requirements, job descriptions, the job posting number, and a list of all employees who applied for the job to the Union monthly.

- 11.2 An employee promoted to a higher rated job shall be allowed a reasonable training period not to exceed thirty (30) calendar days to demonstrate his/her ability to perform the job. If the employee is unable to perform the duties of the new job in an acceptable manner, as determined by the Harborage, he/she shall be returned to his/her former position at the former pay rate. An employee promoted to a higher rated job shall have the option of returning to his/her former position with no loss of seniority, provided the employee makes the request to return to the form position within thirty (30) days of the promotion.
- 11.3 The Harborage shall not exercise its rights under this Article in an arbitrary, capricious or unreasonable manner.

ARTICLE 12. NOTIFICATION

- 12.1 All correspondence to the Union, unless otherwise specified herein, shall be addressed to the President of the Union, located at 110 Kinderkamack Road, #1B, Emerson, New Jersey 07630.

ARTICLE 13. SEPARABILITY

- 13.1 If any provisions of this Agreement are held to be in any violation of any present or future law, it shall, to that extent, be null and void and the remaining provisions of this Agreement shall not be affected thereby, but shall continue in full force and effect.

ARTICLE 14. WORK SCHEDULES AND TIME REQUESTS

- 14.1 The Harborage shall post work schedules of no less than four (4) weeks. The schedule shall be posted two weeks prior to the commencement of the schedule period. Two (2) weeks prior to the commencement of the schedule period, the Harborage will post a preliminary schedule. Following the posting of the preliminary schedule, the Harborage will offer available shifts by seniority by referring to the availability list as referenced in Article 22.6(1). By the first day of the schedule period, the Harborage will post a second schedule reflecting the additional assignments for which the employees volunteered. Once posted, the schedules shall not be changed except by mutual agreement, and with advance notice. An employee scheduled to work on a weekend (Saturday 12:00 am and Sunday 11:59 pm) who is unable to work will be required to make up the day or days absent during another weekend in the next regularly posted monthly work schedule. An employee will not be required to make up the absence if the employee can provide a physician's note showing proof of illness. The note must be given to the employee's supervisor at the start of the shift on the day the employee returns to work, without exception.

- 14.2 The use of outside agency personnel shall be permitted so long as work preference for all available time and assignments is first given to bargaining unit employees.
- 14.3 No employee shall be required to rotate shifts. This provision does not refer to overtime or per diem employees.
- 14.4 Nursing Assistants employees with permanent assignments, as determined by the Harborage, will only "float" to another floor or unit in an emergency. This prohibition does not include times when the employee is late or on an overtime shift. Permanently assigned Nursing Assistants who float in the event of an emergency will be paid an additional \$2.00 per hour.

Permanent Assignments shall be given by the Harborage using seniority based on the staff assigned to that floor and shift. However, the Harborage may, in its discretion, determine that the most senior staff is not the appropriate person. In the event that the Harborage determines that the most senior staff will not be assigned, the Harborage will notify the individual and the Union Representative on the shift. Prior to the assignment being filled, upon request, the Harborage will meet and discuss the decision with the individual and the union representative. During the discussion, the Harborage will provide the rationale for its decision.

Nursing Assistants without permanent assignments will be required to float in accordance with Sections 1 and 2 below and Article 14.5. No employee will be pulled off their unit and replaced with an agency employee or another employee from any other shift or unit/floor.

Nursing Assistants without a permanent assignment, and housekeepers who float to laundry, will receive float pay of 50 cents (\$ 0.50) more per hour when they float.

The Harborage shall "float" employees pursuant to the following:

1. Before anyone is required to float, the Harborage will seek volunteers. If more than one employee volunteers to float, employees will be chosen based on greatest seniority on a rotating basis. Effective 6/1/05, at the beginning of each quarter the Harborage will re-start the rotating float list beginning with the least senior employee.
2. In the event an employee is floated one hour after the start of the shift, the employee will be paid at the rate of one and one half times ($1\frac{1}{2}$) his/her regular base pay for the entire shift, provided the employee arrives on time on that day.
3. The administration shall make every effort to restrict floating after 60 minutes of the commencement of a shift. If an employee is working OT, and is floated after the first 60 minutes of the OT shift, Harborage shall pay a premium of one (\$1.00) dollar per hour in addition to their OT pay, provided the employee arrives on time on that day.
4. The housekeeping supervisor shall maintain a list, by seniority, of those willing to work an extra shift. When there is a last minute call out in the Housekeeping Department, the supervisor shall fill the shift by a) calling from the list, b) seek

volunteers from those willing to stay offering the option to the most senior first. If a housekeeping employee on a floor assignment calls out on the weekend and no replacement is working within two (2) hours of the start of the shift, the housekeeper who works on the floor alone shall receive a premium of one (\$1.00) dollar per hour for all hours worked on the shift.

- 14.5** Assignments for floating employees will be given pursuant to the following:
1. The floating staff members will be given the open assignment.
 2. If more than one assignment is open, the floating employee will be given an open assignment, the remaining assignments will be split equally among the staff on the unit including the floater.
 3. The nurse in charge may change an open assignment, but only if the change is based upon resident need.
- 14.6** Supervisors shall not do bargaining unit work.
- 14.7** Laundry duty shall be assigned evenly, by order of inverse seniority, among all housekeeping/laundry floating personnel.
- 14.8** Any employee who is called into work during their off hours shall be entitled to a minimum of four (4) hours pay at the applicable rate. Management will provide a two (2) hour window for employees to arrive after being called in.

ARTICLE 15. CLASSIFICATION OF EMPLOYEES

- 15.1** A regular full-time employee is defined as an employee who is regularly scheduled to work thirty-six (36) or more hours per week.
- 15.2** A regular part-time benefit-eligible employee is defined as an employee who is regularly scheduled to work 20 to 35.99 hours per week.
- 15.3** A regular part-time non-benefit eligible employee is defined as an employee who is regularly scheduled to work less than twenty (20) hours per week.
- 15.4** Full-time employees shall receive earned sick leave, paid time off (“PTO”), health benefits, and holidays. All part-time employees shall receive earned sick leave. Part-time benefit-eligible employees shall receive PTO and holidays on a pro-rated basis. Part-time benefit-eligible employees shall receive Health Insurance benefits.
- 15.5** The Harborage will re-classify a part time employee to full time status and provide full time benefits prospectively to said employee should the part time employee average thirty-six (36) work hours or more per week, which are equal to or exceed those of a full time employee over a six (6) month period.

Enrollment for health insurance benefits as a full time employee shall be done within thirty (30) days of the employee's re-classification.

Once re-classified to full time status, an employee shall be maintained as a full time employee for a minimum of six (6) months except in cases where the Harborage determines that a general layoff is necessary, in which case the provisions of Article 5 shall apply.

- 15.6** Per diem employee is defined as an employee who is designated as per diem at the time of hire. Per diem employees are not entitled to any fringe benefits including pay for time not worked. Per diem employees shall be scheduled only on the weekend shifts. Weekend shifts for purposes of this article are defined as the shifts commencing Friday at 11 p.m. and ending Monday as 7 a.m. No more than three (3) per diems will be scheduled per day. No per diem will be scheduled for double shifts.

ARTICLE 16. WAGES AND EXPERIENCE RECOGNITION

16.1 Each employee will receive the following wage increases:

- a. An across the board wage increase in each year of the Agreement equal to:
 - 2 ½ % retroactive to May 17, 2018 starting the second pay period after ratification
 - 2 ½ % effective the payroll starting May 31, 2019
 - 2% effective the payroll starting May 31, 2020
 Base wage increases will be applied first across the board, raises second.
- b. New Hire Rates will remain the same for the life of the contract:

Job Title	Pay
Nurses aide	\$11.50
Certified nurses aide	<i>See experience scale</i>
Unit Clerk	\$13.00
Recreation Aide	\$12.00
Receptionist FT	\$13.00
Receptionist PT	\$11.75
Housekeeper & Laundry	\$12.00
Machine Operator I	\$12.25
Machine Operator II	\$12.00
Maintenance Person	\$15.50

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

ANNIVERSARY BONUS

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

Employees whose 3rd, 10th and 25th anniversary dates occur in 2018 will receive bonuses of \$300, \$400 and \$600 respectively. However, no bonus will be paid from 2019 forward for those anniversary dates.

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

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

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

CNAs with 15 years' experience as of 09/01/18 will receive a one-time \$0.75 increase to their base rate upon ratification.

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

16.4 Uniform Allowance

Full Time employees shall receive a uniform allowance of two hundred and forty (\$240) dollars; lump sum payable in the first pay period of July each year. Part time employees will receive one hundred and thirty dollars (\$130); lump sum payable in the first pay period of July each year.

16.5 Certified Nurses Aides and Housekeepers that occupy "Premium Rate" positions are defined in Article 22.9 shall receive an additional eight percent (8%) of their current rate of pay. Premium rate wages shall be adjusted according to Article 16.1 and 16.2 on the appropriate dates.

16.6 An employee promoted to a higher rated position shall receive the starting salary for that position, or their current rate of pay whichever is greater. Employees who apply for and receive a lateral transfer shall retain their current salaries. Employees moving from the nurse aide, certified nurse aide, housekeeping, or laundry positions into a recreation aide position shall maintain their current salaries. All other employees transferring into a lower rated position shall have their rates reduced by the difference between the starting rate of the new position and the position from which they are transferring.

- 16.7 Housekeeping employees who perform floor-finishing duties shall receive a differential of 50 cents more per hour while performing those duties.
- 16.8 If an employee refers an individual to the Harborage that is ultimately hired, the referring employee shall be entitled to a recruitment bonus. The bonus will be paid out in installments. Two hundred and fifty dollars (\$250) will be paid after the referred individual is employed for six months. An additional two hundred and fifty dollars \$250 will be paid at the referred individual's first year anniversary.

The referring employee must be identified on the initial application. The bonus will be paid one time only for any specific individual referred. Only one referring employee will be eligible for the bonus.

- 16.9 Shift Differential: The shift differential for all employees shall be included as follows:

Shift

Second Shift (shifts starting at 3 pm) \$0.75 an hour

Third Shift (shifts starting at 11 pm) \$0.75 an hour

Shift differential shall be included in all compensated time and in the calculation of overtime pay for employees permanently assigned to the second and third shift.

Any employee who works an additional shift (overtime) into second or third shift shall receive shift differential.

ARTICLE 17. PAID TIME OFF

17.1 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, only 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.

C. PTO Plan

The PTO accrual rate is determined by the PTO Plan and length of service. The PTO Plan is determined by your position:

Plan 1 – Clerical, ancillary, and maintenance positions

Employees can check the MyWay self-service portal to confirm which PTO plan they are covered by.

Years of Service	PTO Hrs – 40 Std hrs	PTO Hrs – 37.5 Std hrs	PTO Hrs – 36 Std hrs	PTO Hrs – 24 Std hrs	PTO Hrs – 20 Std hrs
0-4 Years	124.0	116.3	111.6	74.4	62.0
5-9 Years	148.0	138.8	133.2	88.8	74.0
10-14 Years	172.0	161.3	154.8	103.2	86.0
15-19 Years	188.0	176.3	169.2	112.8	94.0
20+	204.0	191.3	183.6	122.4	102.0

D. Introductory 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.

E. Accrual When Not Working

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

F. 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.

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) hours of PTO time (carry over limit for other employees is pro-rated by standard weekly 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.

G. 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, in accordance with the Absenteeism and Lateness Policy. An employee who uses their PTO time in an unscheduled manner will be subject to progressive discipline in accordance with the Guidelines for Cooperation and Discipline Policy. 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 the PTO bank in full day increments.

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

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

HMH will use a draw down process by creating a “frozen” PTO bank for the carry-over of PTO hours from the legacy programs (except employees from Hackensack Campus who have already been transitioned to the new PTO program). The following table provides the drawn down timeline:

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

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

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

Employees who are on approved short-term disability during their draw down period may use their frozen draw down PTO bank hours to supplement disability payments and get paid up to 100%. Hours in the frozen draw down bank not taken in the time period outlined above will be forfeited. In unusual circumstances where the employee attempted to take their draw down PTO but it was not approved due to patient/department needs, the Director can request an exception which must be approved by the responsible VP and the Chief HR Officer.

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 (Plan 0, 2, 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 transfers 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 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 HHM.

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 three (3) 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 a 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 payment.

- 17.2 An employee may schedule his/her accrued PTO in consecutive weeks up to a maximum of two (2) weeks to be scheduled.

An employee will be allowed to have consecutive weekends included in the PTO entitlement when PTO of one (1) full week or more are approved in accordance with existing practice.

- 17.3 The Harborage shall not block out any time periods for PTO scheduling.

ARTICLE 18. HOLIDAYS

18.1 A. Holidays

Full time benefit-eligible employees (36 to 40 hours per week) receive 8 hours pay for the following holidays. Holidays 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 1st)
Memorial Day (Last Monday in May)
Independence Day (July 4th)
Labor Day (First Monday in September)
Thanksgiving Day (Fourth Thursday in November)
Christmas Day (December 25th)

B. Holiday Pay

Benefit-eligible, non-exempt employees scheduled to work during the six (6) observed legal holidays are paid time and one-half (premium pay) for the holiday worked and may take their holiday at a later date depending upon the department work schedule. The holiday premium pay is only applied to all hours worked between 12:00am at the start of the holiday and 11:59pm at the end of the holiday (the holiday differential zone).

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 holiday pay.

C. Holiday Observance

At the discretion of the manager, 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.

If an employee works both Friday and Saturday or Sunday and Monday, they will receive premium pay for only one day. Non-benefit eligible employees are not entitled for an additional day off but they will be paid premium pay as stated above.

D. Religious Holidays

Other than those listed, religious holidays of employee's choice may be substituted for granted (observed) religious holidays. (In this instance, premium pay will not be paid for the observed holiday worked.

E. Equivalent Time Off

When an employee who is eligible for holiday benefits is required to work on a holiday, equivalent time off may be arranged before or as soon after the holiday as department work schedule permits. Holiday time may not be carried over into the next calendar year.

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, 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.

Employees who refuse the order to work on a holiday when necessary will be subject to disciplinary action, up to and including termination.

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 whose employment is terminated in connection with disciplinary action. Holiday pay reimbursement will be prorated according to the employee's status (full or part-time). If the employee terminates and has taken more holiday benefit time than accrued, these holiday hours will be deducted from the final paycheck.

18.2

1. The Harborage will make every reasonable effort to allow employees to use a PTO day for the celebration of Martin Luther King, Jr.'s birthday, based on operational need. The Harborage will make a reasonable effort to excuse employees from work for the celebration of Martin Luther King, Jr.'s birthday. The Harborage will participate in the HMH Network celebration of the following cultural recognitions:
 - MLK Day
 - African-American History Month
 - Women's History Month
 - Asian Pacific American Heritage Month
 - Pride LGBTQI Month
 - Hispanic Heritage Month
 - Veteran's Day
2. The celebrations, available to all team members, all shifts, will be in conjunction with Palisades Medical Center. These celebrations will include meals, entertainment and educational materials reflective of the culture and its historical facts. Information concerning the specific cultural recognition will be provided through network communications resources.

18.3 Each year, each employee shall be required to work at least four (4) holidays. The Harborage agrees to schedule holidays on an equitable basis and make reasonable efforts to accommodate employee preference. When possible, employees will not be required to work the same holidays two (2) years in a row. In all other situations, holidays will be scheduled by seniority on a rotating basis within the shift and unit.

ARTICLE 19. EARNED SICK LEAVE

19.1 ESL Program

A. 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 March 23, 2019.

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.

B. 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.
- 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.

C. 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) 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 prorated based on weekly standard hours.

D. 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;
- 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.

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.

E. 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 HMH'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.

F. 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 terminated from HMH 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 HMH and return to employment after 120 days will accrue ESL as any other new hire with the appropriate introductory period.

G. Termination

ESL and the Frozen ESL are not terminal benefits and no accrued ESL hours are paid out upon termination, with the exception of the Meridian Sick Bank described above.

ARTICLE 20. MANAGEMENT RIGHTS

- 20.1** The Harborage reserves the sole and exclusive rights, duties and authority to manage the business, control and schedule its operations and make any and all decisions affecting the business. Except as otherwise limited by the express provisions of this Agreement, the Harborage reserves and retains, whether exercised or not, all lawful rights, powers and prerogatives of management. Including the right to:

1. Direct, transfer, schedule and assign all employees covered by this Agreement;
 2. Hire, promote, determine the number of employees and reduce staff;
 3. Suspend, discipline, discharge and in any other manner terminate for just cause;
 4. Maintain efficiency;
 5. Determine the method, means and personnel by which the Harborage's operations are to be conducted;
 6. Determine job duties;
 7. Create, change, combine or eliminate positions;
 8. Create, arrange, enlarge, combine or reduce departments;
 9. Establish reasonable work and performance standards;
 10. Select, change, remove and install office and medical supplies and equipment;
 11. Determine unit size or combine units;
 12. Establish reasonable work rules, and
 13. Subcontract bargaining unit work consistent with the terms of this Agreement.
- 20.2** The Harborage retains the right to develop, modify, promulgate, publish, post and enforce all rules and regulations, policies and procedures. Provided, the union shall receive a copy of any new or modified rules at least seven (7) calendar days prior to implementation. The union reserves the right to grieve the issue of whether any new or modified rule or regulation or its effect upon unit members violates the terms of this Agreement.
- 20.3** The provisions of this Agreement do not prohibit the Harborage from directing any person not covered by this Agreement from performing any task. The Harborage has the right to schedule its management, administrative and supervisory personnel to perform any function at any time.
- 20.4** The above-mentioned rights are not to be interpreted as all-inclusive but merely indicate the type of rights, which are inherent to management.
- 20.5** It is understood and agreed that any of the rights, powers or authority the Harborage had prior to this signing of this initial Agreement are retained by the institution unless otherwise modified or abridged by the express terms of this Agreement.

ARTICLE 21. LABOR-MANAGEMENT COMMITTEE

- 21.1** A Labor-Management Committee comprised of three (3) representatives selected by the Harborage and one (1) representative from each Department in the bargaining unit selected by the Union shall be formed. The committee shall meet bi-monthly to discuss problems of concern to the Union and the Harborage. Time spent at Labor-Management meetings will be compensated as time worked. The Harborage Administrator and one (1) outside union official shall be considered ex-officio members of this Labor-Management Committee.

ARTICLE 22. HOURS OF WORK AND OVERTIME

- 22.1** This article is intended to define the normal hours of work, but does not guarantee any employee any particular amount of hours in any day, week or pay period.

22.2 The workweek shall consist of thirty-seven and one-half (37-1/2) hours. The workday shall consist of seven and one-half (7-1/2) hours exclusive of a thirty (30) minute unpaid meal period.

22.3 Full-time shifts for nursing as follows:

Day	-	7:00 A.M. to 3:00 P.M.
Evening	-	3:00 P.M. to 11:00 P.M.
Night	-	11:00 P.M. to 7:00 A.M.

Full-time shifts for Housekeeping are as follows:

Day	-	6:00 A.M. to 2:00 P.M.
Day	-	7:00 A.M. to 3:00 P.M.
Day	-	8:00 A.M. to 4:00 P.M.
Day	-	9:00 A.M. to 5:00 P.M.
Evening	-	2:00 P.M. to 10:00 P.M.
Evening	-	3:00 P.M. to 11:00 P.M.

22.4 The employer will provide a \$5.00 meal pass to any employee that works unscheduled overtime.

22.5 The Harborage will comply with all state and federal laws concerning overtime and mandatory overtime. When overtime is required, the Harborage will:

1. Refer to an availability list which will be posted for the employees' use in notifying the Harborage of any time they may be available to be called for overtime work.
2. If no employees are available on the list, the Harborage will seek qualified volunteers first by unit, then facility-wide seniority.
3. If no employees volunteer from among the full time and part time staff in the facility, then the Harborage will seek qualified volunteers among per diem employees who are working.
4. If no working employees are available, the Harborage will attempt to call in off-duty employees, including per diems.
5. If no off-duty employees are available, the Harborage will seek qualified personnel from a contracted temporary agency, when such staff is permitted by law.
6. If there are no volunteers and no agency staff available, the Harborage will assign overtime to on-duty employees by reverse seniority on a rotating basis by unit and shift.
7. Per diems shall be eligible to place their names on the availability list for overtime. In the event two or more employees sign up for availability on any day, the per diem employee will always be considered least senior.

If an employee is mandated for overtime, the Harborage will make its best efforts to provide as much notice as possible and allow sufficient time and access to a telephone, to call and consult with any other employer they may have an obligation to that day/night.

Mandatory overtime will be limited to an employee's own department. No employee will be required to work greater than eight (8) hours of mandated overtime in a rolling forty-five (45) day period. If an employee is scheduled to work a shift again within twenty-four (24) hours of the end of a mandated shift of six (6) or more hours, the employee will be allowed an unpaid sleep day for that scheduled shift. If the Harborage requests, the employee shall work the sleep day and shall be paid time and one-half (1 1/2) for all hours worked on the shift.

22.6 Work Breaks and Meal Breaks

1. Work Breaks

Work breaks are not mandatory by law and are not guaranteed in length or frequency. Work breaks are paid time; they may be changed, shortened or canceled on a daily basis depending on the operational needs of the department. A seven and a half (7 1/2) hour shift employee will receive two (2) fifteen (15) minute breaks per shift. A twelve (12) hour shift employee will receive two (2) fifteen (15) minute breaks per shift.

There may be scheduled work breaks in advance. Work breaks are scheduled with specific beginning and ending times and must be approved by a charge person, supervisor, or other leader in advance. Work breaks may not be used for early departure or late arrival and are not cumulative from day to day or within one day. When operationally feasible, the department leader may add one (1) or more work breaks to assigned meal breaks.

The approved locations for work breaks are areas such as the cafeteria, coffee shop, employee lounge or break rooms, locker rooms or any other site approved location.

2. Meal Breaks

There may be one scheduled meal break in each shift of eight (8) hours or more. The meal break must be for a minimum of thirty (30) minutes and may not exceed a maximum of sixty (60) minutes. Meal breaks are not paid time and they are to be scheduled with specific beginning and ending times and may be modified with advanced approval of the leader.

Meal breaks are not cumulative from day to day. The meal break, if not taken in full at the regularly schedule time, may be granted within the same shift of duty if operationally feasible for the department.

In cases of emergency, the leader may cancel or interrupt the meal break. In these cases, the department leader must compensate a non-exempt employee for the entire meal break if a full uninterrupted meal break cannot be rescheduled in the same shift.

22.7 Employees shall be required to work every other weekend, but no more than every other weekend. "Weekend" is defined as Saturday 12:00 am to Sunday 11:59 pm.

- 22.8** Notwithstanding Article 22.7 above, the Harborage shall establish a premium rate of pay for Housekeepers and certified nurse's aides that will be regularly scheduled to work three (3) out of every four (4) consecutive weekends consistent with a seventy-five (75) hour work week.

The number of premium rate positions shall be determined in the discretion of the Harborage. The rate for the premium position shall be set forth in Article 16 (Wages and Experience Recognition).

Employees filling premium positions shall not be entitled to bump back into a non-premium position. Employees occupying premium positions may bid into a vacant non-premium position provided they have occupied the premium position for at least six (6) months. The six (6) month limitation does not apply in situations where an employee is bidding for a promotion to a higher rate job.

- 22.9** The premium position referred to in this section shall be filled through the procedures described in Article 11 "Filling Vacant Positions". Movement into this position will be strictly voluntary.
- 22.10** Upon request, the Harborage will provide any information necessary to verify employment and income for any employee including, but not limited to, verifying an employee's base annual income.

ARTICLE 23. FLEXIBLE SHIFT

- 23.1** The Harborage and the Union agree to discuss flexible shifts, if any, at a future Labor-Management committee meeting. The Harborage shall give the Union ten (10) days' written notice of the implementation of a flexible shift program and, if requested, will bargain over the effects of such changes.

ARTICLE 24. BEREAVEMENT LEAVE

- 24.1** Full-time and part-time employees shall be entitled up to three (3) consecutive days off with pay for time lost from the employees regularly scheduled work in the event of the verified death of an employee's legal spouse, mother, father, brother, sister, son, daughter, grandparent, grandchild, step-mother, step-father, step-son, step-daughter, domestic partner or civil union partner, mother-in-law or father-in-law

Compensation under this Article will be paid for those scheduled workdays that fall between the date of death and the day of the funeral.

- 24.2** Employees are required to notify their supervisor of the death and to identify their relationship to the deceased. Supervisors may request proof of death.
- 24.3** All employees regularly scheduled to work the evening or night shift as documented in the shift field in PeopleSoft will have their normal shift differential included in Bereavement pay.

ARTICLE 25. JURY DUTY LEAVE

- 25.1** All full-time and part-time benefit eligible employees who are summoned to jury duty and attend shall be entitled to receive the difference between jury duty pay and their regular rate of pay for scheduled work for up to three (3) weeks. Employees are required to submit notice to appear immediately upon receipt. Payment will only be made upon submitting proof of attendance.

ARTICLE 26. TERMINAL BENEFITS

- 26.1** An employee that voluntarily resigns is required to provide three (3) calendar weeks in advance notice to the Harborage.

Three (3) weeks advance notice is not required in the case of death or inability to return from a leave of absence.

Employees that provide the required notice shall receive all accrued unused holiday and PTO unless the employee's employment is terminated in connection with disciplinary action.

In accordance with applicable law, employees will not be permitted to schedule PTO or use earned sick leave during the three (3) week notice period.

ARTICLE 27. REPORTING AND ON-CALL PAY

- 27.1** Any full-time or part-time employee, who, in the absence of advance notice not to so report given to the Harborage prior to the end of his/her previous regular shift, arrives for work at his/her regularly scheduled time, shall be guaranteed the work hours or pay of his/her regularly scheduled shift, based on straight time rates.

ARTICLE 28. TUITION REIMBURSEMENT

28.1 Policy

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

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

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

28.2 Eligibility

Tuition Assistance is available to:

1. All regular full-time team members (36 hours or more per week) who have successfully completed one year of employment with Hackensack Meridian Health Long Term Care prior to the first day of the first school term of an eligible course/program of study. Full-time team members are eligible for 100% of the tuition cost for each course to a maximum of \$5,000 per calendar year.
2. Part-time team members who work 20 to less than 36 hours per week and have successfully completed one year of employment with Hackensack Meridian Health Long Term Care prior to the first day of the school term of an eligible course/program of study are eligible for 50% of the tuition cost for each course to maximum of \$2,500 per calendar year.
3. Team members who have a performance rating of "Satisfactory" or above for the most recent performance evaluation period and are not on "Probation" and have no active disciplines as a result of any Corrective Action or Performance Improvement Plan. A team member must meet the eligibility requirements each time a program or course pre-approval or payment is made.

28.3 Approval and Payment

Tuition assistance payments are dispersed via the following:

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

28.4 Benefit Limits

Tuition assistance benefits are subtracted from the calendar year in which the course/term begins, not when the benefit is paid. The tuition assistance benefit year runs from January 1 through December 31. In other words, if your course begins in December, 2011 but does not end until February, 2012, the benefits used for that course would be subtracted from the 2011 benefit year/limit.

Annual benefit maximum shall not exceed \$5,000.

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

28.5 Expenses

A. Covered Courses

Hackensack Meridian Health Long Term Care will provide tuition assistance to cover expenses related to the team member's participation in an approved degree program or course meeting the above policy. Tuition assistance applies to for-credit courses including:

- i. Undergraduate degree programs (Associate and Bachelor) in Nursing, Physical Therapy, Occupational therapy, Speech therapy, or related health care field that is deemed in high demand in the labor force as identified by senior management.
- ii. Graduate degree programs (Master's) Leaders only, with approval determined by senior management as high demand in the labor force.
- iii. Accredited LPN programs.

Covered courses will be subject to periodic review. As a result of these reviews, adjustments may be made to the policy in the types of positions eligible.

B. Eligible Institutions

Colleges, universities and other learning institutions, either regionally or nationally, accredited by the United States Department of Education are acceptable under this plan.

C. Course Relevance

Tuition assistance will be considered for courses or a course of study that are relevant to the team member's current position, or further the team member's professional growth as part of the stated education or training requirements for promotion or transfer to a **targeted internal occupation** as may be identified by Hackensack Meridian Health Long Term Care. Some courses may not be approved based upon your current work location.

D. Exclusions

Review courses, professional certifications, national certifications, preparatory courses and/or entrance testing (e.g., GMAT, LSAT) do not qualify under this policy.

The Tuition Assistance program does not apply to "one-time" external seminars and programs, programs awarding continuing education units (CEU) or non-credit certificate programs. Fees and approvals for these programs are obtained from each department.

E. Specialized Education Programs

Specialized education programs are not eligible under the Tuition Assistance Policy for Hackensack Meridian Health Long Term Care. These programs include School Nurse Certification, Law or Juris Doctor (J.D.) degrees, Ph.D. or doctoral-level degrees and select other programs of study that are not applicable to positions within Hackensack Meridian Health Long Term Care.

F. **Reimbursable Costs:**

Hackensack Meridian Health Long Term Care covers only tuition charges per credit only and does not include matriculation fees, entrance fees, technology fees, library fees, annual tuition fees, school fees, lab fees, books, or all other charges (see below).

Hackensack Meridian Health Long Term Care does not cover costs associated with:

- Textbooks
- Audited courses
- Travel
- Parking
- Late Registration or Payment Fees
- Incidental Expenses (e.g., photocopying)
- Installment or Deferred Payment Fees
- Review Courses and Test Fees
- Basic software programs
- Lodging
- Meals
- Duplicate or repeated course tuition
- Any fees not listed in Costs Covered section

G. **Financial Obligations/Continued Employment**

Hackensack Meridian Health Long Term Care will cover expenses related to the team member's participation in any course of study as approved above, however, if a team member leaves Hackensack Meridian Health Long Term Care or downgrades their FTE status within 12 months of receiving one or more tuition reimbursement payments pursuant to this Policy, he or she must repay the total amount of tuition reimbursement payments he or she received during the prior 12 month period. Each reimbursement is treated individually for the purpose of calculating the 12-month date.

Prior to receipt of a tuition payment, a team member must sign a Tuition reimbursement form in which the team member agrees, among other things, to the repayment obligations described above.

28.6 **Course Or Term Completion, Payment, Taxability:**

A. **Proof of Satisfactory Completion/Grade Requirements:**

Within 60 days of successfully completing each course/term, the team member must provide supporting documentation as follows:

1. A completed Hackensack Meridian Nursing & Rehab Team Member Expense Reimbursement Form, with the facility Administrator approval.
2. An approved Tuition Reimbursement Form.

3. Registration Statement/semester bill indicating your name, the term, course information, tuition cost per credit, total tuition cost, course credits, etc.
4. Proof of payment from college. Other receipts of payment (personal check, credit card statement) are not acceptable for payment.
5. Grades:
 - a. A detailed grade report or transcript on school letterhead or clearly displaying the school's website URL, reflecting your name, the term, the course information and grade for each course. Team members must obtain a grade of "C" or better for any undergraduate course and a grade of "B" or better for any graduate course.
 - b. For non-graded courses, the team member must submit proof of satisfactory course completion to qualify for payment.
 - c. For courses where credit is given as a result of a CLEP test, a transcript and a document confirming the CLEP test fees must be provided.

Note: This detailed documentation is required for IRS and Hackensack Meridian Health Long Term Care internal audit purposes. Failure to provide this documentation may result in significant delays in processing your request, denial of benefit requests or suspension from further participation in the Program.

B. Other Aid:

The amount of tuition assistance may be affected by the amount of other funding sources (grants, scholarships, awards). If a team member receives any outside financial aid in the form of grants (e.g., Veterans' Benefits, scholarships), the team member's tuition assistance from Meridian Health Long Term Care will be no more than the difference between the full cost of tuition and the amount of outside financial assistance the team member has received.

A team member's receipt of outside financial aid in the form of loans will not affect the amount of a team member's tuition assistance under this Program.

Failure to disclose funding sources may be considered fraudulent and subject the team member to disciplinary action up to and including termination of employment.

C. Tax Laws:

Educational assistance may be subject to federal taxes based upon the operative Internal Revenue Service regulations in place at the time of payment.

Any questions regarding this policy and procedure may be referred to the administrator or Hackensack Meridian Quality Care.

ARTICLE 29. PERSONNEL FILES

- 29.1 An employee shall be granted access to his/her personnel files within two (2) business days of receipt of written request for access made to the Administrator. The file must be viewed in the Harborage's Business Office during normal business office hours. Photostatic copies of documents in the personnel file will be provided to the employee at a cost of twenty-five cents (\$.25) per page. Employees may not remove any documents from their personnel files. The unauthorized removal of any document from an employee's personnel file shall be grounds for discipline up to and including dismissal.

The employee may rebut any derogatory material in his/her file by submitting a written account of his/her version, which shall be attached to the rebutted material.

The Harborage shall maintain records on team members that will be available to authorized users on a need to know basis. Employees are responsible for reporting changes in personal data to the Human Resources Department. Because personnel records contain sensitive information, persons who use or are responsible for creating/maintaining personnel records are obligated to protect such information from unauthorized use or disclosure of the actual files. Nothing in this section prohibits employees from discussing terms and conditions of employment.

Internal Requests:

Current team members requiring specific information relevant to the performance of their job will be permitted access to documents in their personnel file which have their signature. Employment records may be viewed by team members upon request and in the presence of a Human Resources Department representative. In the event employees believe their records have incorrect or incomplete information, they may submit a written response or explanation which will be included in the file. Employees who are actively employed can request copies of any document in their file that contains their signature. Such copies will be made at a cost of \$.25 per page.

External Requests:

Verification or release of personal team member information to outside sources may be supplied only if authorized in writing by the team member (i.e., mortgages), required by a valid legal process (i.e., court order or subpoena), or requested on an emergency basis by law enforcement officials. With respect to job reference requests, responses to such inquiries will confirm only dates of employment, job title, and verification of salary. Reporting of information on clinical team members is subject to guidelines outlined by the Health Care Professional Responsibility and Reporting Enhancement Act (HCPREA).

- 29.2 The Union shall not be prevented from contesting the appropriateness of severity of any discipline either during the grievance procedure or at arbitration.

ARTICLE 30. BENEFITS

30.1 Benefit plans applicable to non-union Harborage employees shall be made available to benefit eligible employees represented by the Union as listed below, as they may be amended or changed in accordance with their terms. The parties agree that the specific provisions and procedures governing eligibility, enrollment, benefit coverage, co-pays and employee premium co-shares of these plans shall be the same as the plans provided to the harborage's non-union represented employees. For the duration of this Agreement, any changes to the Harborage's non-union represented employees' plans will apply equally to employees covered by this Agreement. The Harborage will provide at least seven (7) calendar days' notice of any substantial changes to these benefits prior to implementation. The benefits include:

1. Health Insurance
2. Group Term Life Insurance and Accidental Death and Dismemberment Insurance
3. Prescription Drug Plan
4. Dental Plan
5. Vision Plan
6. Short term Disability
7. Long Term Disability

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

Bargaining unit employees enrolled in the health care plan who are unable to access a primary care physician or specialist within 50 miles of the bargaining unit employees' home, who accepts Hackensack Meridian's inner circle health plan, shall have the option to see a primary care physician or specialist that is in-network at inner circle benefit level.

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

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

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

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

HMH will provide 100% lab benefit at HMH Network facilities. As long as LabCorp remain part of the HMH Partners Network, HMH will provide 100% lab benefit at all New Jersey-based LabCorp facilities (within a hospital or free standing).

The HMH plan will cover radiology services when those services are rendered by a participating Horizon PPO provider at inner circle benefit levels, if there are no HMH inner circle participating providers within 50 miles or one hour driving distance (as determined by online driving distance programs such as MapQuest, WAZE, etc.) from their residence to an Inner Circle Provider. Services must be rendered in the state of NJ and members must obtain prior approval under the tier elevation process.

ARTICLE 31. SAFETY & HEALTH

- 31.1** The Employer shall make every effort to maintain a safe and healthy workplace. Once developed, the employer's safety program shall be publicized on a regular basis, not less than biannually.

The Harborage will give employees regular health and safety training in the areas of Body Mechanics, Infection Control and Workplace Stress. These trainings will be considered time worked. The employer will offer the trainings not less than two (2) times annually.

- 31.2** No employee shall be expected to perform work that is dangerous to their personal safety and health defined by Federal, State or Local statute, regulation or ordinances.

A joint labor-management health and safety committee ("Health and Safety Committee") shall meet on a quarterly basis. The union shall select four (4) bargaining unit employees to serve on the Health and Safety Committee. In order to receive input from the employees, the meetings shall be publicized two (2) weeks in advance of the date of the quarterly meeting. The Health and Safety Committee will consider workplace safety and health conditions by reviewing all possible information. It shall recommend changes in training, equipment, reporting processes and workflow.

- 31.3** The Harborage will give the Union routine information about specific ongoing health and safety concerns especially in the areas of Body Mechanics, Infection Control and Workplace Stress. The Harborage will provide the Union information upon request.

ARTICLE 32. RETIREMENT

The Harborage will provide a 401 (k) plan for eligible employees for the life of the Agreement. The Harborage will match 100 % of the first 3% the employee contributes, and will match 50% of the next 2% the employee contributes.

Vesting shall 100% after 3 years of service.

ARTICLE 33. SUCCESSORS

In the event, the Harborage shall, by merger, consolidation, sale of assets, lease, franchise, affiliation, or any other means, enter into an agreement with another company, health care provider organization, hospital, corporation, or individual which, in whole or in part, affects the existing appropriate collective bargaining unit, then the Harborage shall make as a condition of such sale or action, that the successor body shall adopt this Agreement and be bound by each and every provision of this Agreement.

The Harborage shall notify the Union upon signing a letter of intent to enter into such an agreement and to provide the Union with any and all information sought by the Union for the purpose of adequately representing its members' interest with regard to such a proposed agreement.

ARTICLE 34. STAFFING COMMITTEE

34.1 Staffing Committee

The parties shall form a Staffing Committee to cooperatively explore ways to ensure safe, consistent, and efficient staffing. The Staffing Committee shall be charged with reviewing and addressing issues related to staffing and resident satisfaction. The Staffing Committee will discuss issues related to staffing levels, quality improvements, job assignments, safety issues, care standards and staffing experience to recommend strategies for improvement.

The Staffing Committee shall be made up of three (3) members of the bargaining unit appointed by the Union and up to three (3) people appointed by the Harborage. Others may be invited by mutual agreement. Minutes shall be kept and approved before the start of the next meeting. Canceled meetings shall be rescheduled, if requested by either party, within a reasonable period and before the next regularly scheduled meeting. The Staffing Committee may forward suggestions for ways to ensure safe, consistent, and efficient staffing to the administration. Administration shall review and respond to the Staffing Committee's suggestions within ten (10) calendar days.

34.2 The Staffing Committee shall meet monthly for the first three (3) months of this Agreement in order to put together a process for reviewing the data and decision making. The meetings shall be every other month thereafter.

34.3 Time Worked

Time spent at Staffing Committee meetings will be considered time worked. In addition, bargaining unit members of the committee will be released from work fifteen (15) minutes prior to the beginning of any meeting of the committee in order to prepare for the meeting. This time shall also be considered time worked.

34.4 Information for the Staffing Committee. The Harborage shall provide the Staffing Committee with the following data as it becomes available:

- Patient satisfaction with nursing care
- Quality Measures
- Daily staffing reports
- Turnover and vacancy rates
- Work related injuries
- Call outs and leaves by unit/shift

34.5 Staff Workload

The workload for CNA's and housekeepers shall be determined by Harborage according to the needs of the patient hours of care and available staff. The PCC and Housekeeping supervisor, respectively will prioritize the duties of the staff as needed to address patient care needs and staff capacity.

The Harborage will adhere to any staffing legislation that is enacted. Resident safety and satisfaction are recognized goals of both the Administration and HPAE.

34.6 Employee Staffing forms

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

34.7 Patient and family concerns

When a difficult situation is identified by staff, a prompt collaborative plan will be developed with the nursing management and staff in order to address the situation. This may include setting boundaries with the patient and/or patient's family and significant others, consistent with Resident's Rights, as well as adjusting work assignments. These types of issues may also be addressed during the Staffing Committee meeting or other times as mutually agreed to address the effectiveness of the responses. Harborage shall have the final say on how to respond to patient and family concerns.

34.8 Committee Authority

The purpose and functioning of the Staffing Committee is to evaluate data and make recommendations on processes and strategies. Other than the procedural requirements outlined above, the Article is not subject to the grievance and arbitration provisions of this agreement.

ARTICLE 35. EFFECTIVE DATE AND TERMINATION

The term of the Agreement will be May 18, 2018, to May 31, 2021.

HARBORAGE

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

Nancy R. Cohen-Davidoff

Date:

12/11/18

William White

George White
Member Board

Sharon Lodge

R. Hefner, MD

Date:

11/28/18

Side Letter of Agreement 1

An employee who is hired into the Machine Operator I position from the laundry or housekeeping departments shall receive a wage rate which is five percent (5%) greater than the employee's base rate of pay. An employee who is hired into the Machine Operator I position from the nursing department shall receive a wage rate which is five per cent (5%) greater than the employee's base rate of pay minus the employee's certification differential.

An employee who is hired into the Machine Operator II position from the nursing department shall receive his/her current rate of pay minus the employee's certification differential.

HARBORAGE

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

Nancy R. Coonan-Dovidoff

Date: 12/11/18

Gabriela White
Sharon Burt
Sharon Hodge

Date: 11/24/18

Side Letter of Agreement 2

Bargaining unit members will receive a one-time lump sum payment equivalent to 1 day's pay at their base rate of pay minus applicable taxes and withholdings, payable the first pay period after ratification.

Additionally, the Unon agrees to the 08/25/18 holiday proposal with the agreement that \$0.15 is added to all bargaining unit employee base rates of pay.

HARBORAGE

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

Nancy R. Corcoran-Dondoff

Date: 12/11/18

Sabrina A. White

Sharon Hunt

Sharon Hodge

Date: 11/26/18

Side Letter of Agreement 3

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

HARBORAGE

Nancy P. Corcan - *Nancy P. Corcan*

Date: 12/11/18

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

George White - *George White*
Sheldon Hunt - *Sheldon Hunt*

Sharon T. Long - *Sharon T. Long*

Date: 11/26/18

Retirement Transition:

- o 2018: 1.5% pursuant to the summary plan description of the current retirement plan
- o 2019: \$500 bonus payable the first pay period after 1/1/2020 to all bargaining unit members currently employed as of ratification. These bargaining unit members must be on payroll as of 1/1/2020 to receive this payout.
- o 2020: \$500 bonus payable the first pay period after 1/1/2021 to all bargaining unit members currently employed as of ratification. These bargaining unit members must be on payroll as of 1/1/2021 to receive this payout.

HARBORAGE

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

Nancy R. Coonan-Dovido

Date: 12/11/18

Samuel White

Sharon Fudge

Date: 11/26/18

Side Letter of Agreement 5

The parties agree to update the language regarding providing immediate access to ESL in Articles 6, 17 and 19.

HARBORAGE

Nancy R. Covert-Duff

Date: 12/11/18

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

John White

Andrew Hunt

Sharon Hodge

Date: 11/26/18

Side Letter of Agreement 6

Side Letter re CNA Recruiting

Upon ratification of a new collective bargaining agreement, the Harborage will start the process to recruit to fill fifteen (15) current vacant CNA positions.

HARBORAGE

Nancy P. Green-Douglas

Date: 12/11/18

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

Sharon White

Sharon Hunt

Sharon Hodge

Date: 11/26/18

Side Letter of Agreement 7

CNA Certification Classes:

The Harborage recognizes the value of employee's career development. The Harborage will provide on-site education classes and books for employees to complete the required education courses for certification. Upon successfully obtaining the nurses aid certification, the Harborage will convert the individual to a CNA. If the individual fails the New Jersey Department of Health Certified Nursing Assistant examination, he/she will be given the opportunity to retake the examination.

The Harborage will cover costs of classes taken at other accredited New Jersey Department of Health Certified Nursing Assistant programs.

If an employee leaves the Harborage within 12 months of receiving the above-mentioned on-site education classes and books pursuant to this side letter, he/she must repay the total amount.

HARBORAGE

Nancy R. Coan Dwyer

Date: 12/11/18

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

Barbara White
Shirley Hunt
Sharon Hodge

Date: 11/20/18

Side Letter of Agreement 8

Parking Garage Agreement

Both the Union and the Harborage agree to include the topic of building a parking garage on-site to be used by Harborage employees as an agenda item aqt a Labor-Management Committee meeting with 120 days after ratification of a new collective bargaining agreement.

HARBORAGE

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

Nancy P. Coonan Driff

Date: 12/11/18

Samuel White
Frederic Bunt
Shawn Hodge

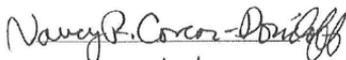
Date: 11/26/18

Side Letter of Agreement 9

Disaster Relief Efforts

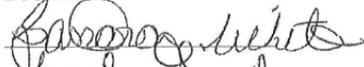
Any staff (up to two (2) in a given year), willing to aid in any FEMA or State declared disaster, can apply for a 1-week unpaid leave of absence. Any leave of absence for this purpose will be up to the discretion of the Harborage. If more than two (2) employees apply for such a leave, any leave for this purpose will be based on seniority. Leave of absence for this purpose will not be unreasonably denied.

HARBORAGE



Date: 12/11/18

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





Date: 11/16/18

April 1, 2019 Implementation Date:

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

- Article 17: Paid Time Off
- Article 18: Holidays
- Article 19: Earned Sick Leave
- Absenteeism and Lateness policy
- Guidelines for Cooperation and Discipline policy
- Overtime rules listed in Article 22 Hours of Work and Overtime

HARBORAGE



Date: 6/10/19

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







Date: 6/10/19

Medical Contributions Per Paycheck
Full-Time Team Members



Team Member Only

	You Pay	We Cover	Annual Health Spending Account Contribution
Team Member Salary: Under \$40,000			
Premium Plus	\$26.56	\$309.60	\$0.00
Premium	\$7.89	\$309.60	\$0.00
Basic	\$0.00	\$287.61	\$570.00
Team Member Salary: \$40,000-\$60,000			
Premium Plus	\$32.94	\$303.22	\$0.00
Premium	\$14.27	\$303.22	\$0.00
Basic	\$0.00	\$287.61	\$410.00
Team Member Salary: \$60,000-\$120,000			
Premium Plus	\$46.05	\$290.11	\$0.00
Premium	\$27.38	\$290.11	\$0.00
Basic	\$0.00	\$287.61	\$70.00
Team Member Salary: \$120,000-\$150,000			
Premium Plus	\$52.78	\$283.38	\$0.00
Premium	\$34.11	\$283.38	\$0.00
Basic	\$4.23	\$283.38	\$0.00
Team Member Salary: Over \$150,000			
Premium Plus	\$79.00	\$257.16	\$0.00
Premium	\$60.33	\$257.16	\$0.00
Basic	\$30.45	\$257.16	\$0.00

Medical Contributions Per Paycheck
Full-Time Team Members



Team Member + Spouse

	You Pay	We Cover	Annual Health Spending Account Contribution
Team Member Salary: Under \$40,000			
Premium Plus	\$53.11	\$619.22	\$0.00
Premium	\$15.76	\$619.22	\$0.00
Basic	\$0.00	\$575.22	\$1,140.00
Team Member Salary: \$40,000-\$60,000			
Premium Plus	\$65.89	\$606.44	\$0.00
Premium	\$28.54	\$606.44	\$0.00
Basic	\$0.00	\$575.22	\$810.00
Team Member Salary: \$60,000-\$120,000			
Premium Plus	\$92.11	\$580.22	\$0.00
Premium	\$54.76	\$580.22	\$0.00
Basic	\$0.00	\$575.22	\$130.00
Team Member Salary: \$120,000-\$150,000			
Premium Plus	\$105.56	\$566.77	\$0.00
Premium	\$68.21	\$566.77	\$0.00
Basic	\$8.45	\$566.77	\$0.00
Team Member Salary: Over \$150,000			
Premium Plus	\$158.00	\$514.33	\$0.00
Premium	\$120.65	\$514.33	\$0.00
Basic	\$60.89	\$514.33	\$0.00

Medical Contributions Per Paycheck
Full-Time Team Members



Team Member + Child(ren)

	You Pay	We Cover	Annual Health Spending Account Contribution
Team Member Salary: Under \$40,000			
Premium Plus	\$46.47	\$541.82	\$0.00
Premium	\$13.78	\$541.82	\$0.00
Basic	\$0.00	\$503.31	\$1,000.00
Team Member Salary: \$40,000-\$60,000			
Premium Plus	\$57.65	\$530.64	\$0.00
Premium	\$24.96	\$530.64	\$0.00
Basic	\$0.00	\$503.31	\$710.00
Team Member Salary: \$60,000-\$120,000			
Premium Plus	\$80.60	\$507.69	\$0.00
Premium	\$47.91	\$507.69	\$0.00
Basic	\$0.00	\$503.31	\$110.00
Team Member Salary: \$120,000-\$150,000			
Premium Plus	\$92.36	\$495.93	\$0.00
Premium	\$59.67	\$495.93	\$0.00
Basic	\$7.38	\$495.93	\$0.00
Team Member Salary: Over \$150,000			
Premium Plus	\$136.25	\$450.04	\$0.00
Premium	\$105.56	\$450.04	\$0.00
Basic	\$63.27	\$450.04	\$0.00

Medical Contributions Per Paycheck
Full-Time Team Members



Team Member + Family

	You Pay	We Cover	Annual Health Spending Account Contribution
Team Member Salary: Under \$40,000			
Premium Plus	\$73.03	\$851.42	\$0.00
Premium	\$21.67	\$851.42	\$0.00
Basic	\$0.00	\$790.92	\$1,570.00
Team Member Salary: \$40,000-\$60,000			
Premium Plus	\$90.60	\$833.85	\$0.00
Premium	\$39.24	\$833.85	\$0.00
Basic	\$0.00	\$790.92	\$1,120.00
Team Member Salary: \$60,000-\$120,000			
Premium Plus	\$126.65	\$797.80	\$0.00
Premium	\$75.29	\$797.80	\$0.00
Basic	\$0.00	\$790.92	\$180.00
Team Member Salary: \$120,000-\$150,000			
Premium Plus	\$145.14	\$779.31	\$0.00
Premium	\$93.78	\$779.31	\$0.00
Basic	\$11.61	\$779.31	\$0.00
Team Member Salary: Over \$150,000			
Premium Plus	\$217.25	\$707.20	\$0.00
Premium	\$165.89	\$707.20	\$0.00
Basic	\$63.72	\$707.20	\$0.00

Total Rewards – Balancing the Changes

Medical Plan – Part-Time P/P Contributions

Premium Plus Plan	Current	Pay Period Contributions
Employee Only	\$128.93	\$67.23
Employee + Spouse	\$277.19	\$268.93
Employee + Child(ren)	\$268.18	\$235.32
Employee + Family	\$399.68	\$369.78

Premium Plan	Current	Pay Period Contributions
Employee Only	\$128.93	\$44.45
Employee + Spouse	\$277.19	\$228.59
Employee + Child(ren)	\$268.18	\$200.02
Employee + Family	\$399.68	\$314.31

Basic/High Deductible Plan	Current	Pay Period Contributions
Employee Only	\$128.93	\$31.64
Employee + Spouse	\$277.19	\$189.82
Employee + Child(ren)	\$268.18	\$166.09
Employee + Family	\$399.68	\$261.00

Total Rewards – Balancing the Changes Health Benefits

Plan Provisions	CURRENT PLAN			PREMIUM PLUS			PREMIUM	
	INNER CIRCLE	IN NETWORK (HORIZON)	OUT OF NETWORK	HMH Partners	IN NETWORK (HORIZON)	Out-of-Network	HMH PARTNERS	IN NETWORK (HORIZON)
Annual Deductible individual/family	\$0/\$0	\$400/\$800	\$800/\$1,600	\$0/\$0	\$750/\$1,500	\$1,800/\$3,600	\$0/\$0	\$1,000/\$2,000
Coinsurance	100%	85%	70%	Plan pays 100%	Plan pays 75%	Plan pays 60%	Plan pays 100%	Plan pays 60%
Out-of-Pocket Maximum (your annual maximum share)	\$750/\$1,500	\$750/\$1,500	\$1,500/\$3,000	\$1,000/\$2,000 (Medical & Rx)	\$3,500/\$7,000 (Medical & Rx)	\$5,000/\$10,000	\$1,500/\$3,000 (Medical & Rx)	\$4,500/\$9,000 (Medical & Rx)
Lifetime maximum	No max	No Max	No Max	No Lifetime	No Lifetime	No Lifetime	No Lifetime	No Lifetime Maximum
Prerecertification Requirements / Penalty				\$400 penalty applies for each failure to pre-cert	\$400 penalty applies for each failure to pre-cert	\$400 penalty applies for each failure to pre-cert	\$400 penalty applies for each failure to pre-cert	\$400 penalty applies for each failure to pre-cert

Total Rewards – Balancing the Changes Health Benefits

Plan Provisions	CURRENT PLAN			PREMIUM PLUS			PREMIUM	
	INNER CIRCLE	IN NETWORK (HORIZON)	OUT OF NETWORK	HMH PARTNERS	IN NETWORK (HORIZON)	Out-of-Network	HMH PARTNERS	IN NETWORK (HORIZON)
Inpatient Covered Services								
Hospital Copay (applied before deductible, per admission)	\$0	\$500 per admission copayment, then 85%	Not Covered	N/A	N/A	N/A	N/A	N/A
Semi-private room	100%	\$500 per admission copayment, then 85%	Not Covered	100%	75% after deductible	60% after deductible	100%	60% after deductible
Inpatient physician	100%	85% after deductible	70% after deductible	100%	75% after deductible	60% after deductible	100%	60% after deductible
Surgery Direct	n/a	n/a	n/a	100%	75% after deductible	60% after deductible	100%	60% after deductible
Outpatient Covered Services								
Primary care office visit	100%	\$15 copayment	70% after deductible	100% after \$5 copay	75% after deductible	60% after deductible	100% after \$5 copay	60% after deductible
Specialist visit	100%	\$15 copayment	70% after deductible	100% after \$15 copay	75% after deductible	60% after deductible	100% after \$15 copay	60% after deductible
Outpatient surgery	100%	85% after deductible	70% after deductible Physician fees only	100%	75% after deductible	Surgi-Center – Not Covered All other Facilities - 60% after deductible	100%	60% after deductible
Preventive care, including routine physicals & immunizations (frequency limits may apply)	100%	100%	70% after deductible \$500 max per calendar year well-child / \$450 max per calendar	100%	100%	Not Covered	100%	100%

Total Rewards – Balancing the Changes Health Benefits

Plan Provisions	CURRENT PLAN			PREMIUM PLUS			PREMIUM	
	INNER CIRCLE	IN NETWORK (HORIZON)	OUT OF NETWORK	HMH PARTNERS	IN NETWORK (HORIZON)	Out-of-Network	HMH PARTNERS	IN NETWORK (HORIZON)
Chiropractic Care	Not available	\$25 copayment	Deductible, then 50% (\$2,500 max per calendar year)	100% after \$15 copay	75% after deductible	60% after deductible	100% after \$15 copay	60% after deductible
Diagnostic X-ray, lab services and treatments	100%	85% after deductible	70% after deductible	100%	75% after deductible	60% after deductible	100%	60% after deductible
Mental Health/Substance Abuse								
Inpatient care	\$0	\$50 per admission copayment, then 85%	Not Covered	100%	75% after deductible	60% after deductible	100%	60% after deductible
Outpatient mental health/substance abuse	100%	\$15 copayment	70% after deductible	100% after \$15 copay	75% after deductible	60% after deductible	100% after \$15 copay	60% after deductible
Emergency Services								
Emergency Room	100% after \$50 copay	100% after \$50 copay	100% after \$50 copay – 100% of charges	\$0 Copay for true emergencies, \$200 copay for non-emergencies	\$0 Copay for true emergencies, \$200 copay for non-emergencies	\$0 Copay for true emergencies, \$200 copay for non-emergencies	\$0 Copay for true emergencies, \$200 copay for non-emergencies	\$0 Copay for true emergencies, \$200 copay for non-emergencies
Ambulance service (medically necessary)	100%	100%	100%	100%	75% after deductible	60% after deductible	100%	60% after deductible
Urgent Care	100%	\$15 Copayment	70% after deductible	100% after \$15 copay	75% after deductible	60% after deductible	100% after \$15 copay	60% after deductible

Total Rewards – Balancing the Changes Health Benefits

Plan Provisions	CURRENT PLAN		PREMIUM PLUS		PREMIUM			
	INNER CIRCLE	IN NETWORK (HORIZON)	OUT OF NETWORK	HMH PARTNERS	IN NETWORK (HORIZON)	Out-of-Network	HMH PARTNERS	IN NETWORK (HORIZON)
Prescription Drugs – In-House Pharmacy								
Generic		n/a			\$5 Copay (30-day supply) / \$10 Copay (90-day supply)			
Preferred brand		n/a			\$25 Copay (30-day supply) / \$50 Copay (90-day supply)			
Brand name		n/a			\$50 Copay (30-day supply) / \$100 Copay (90-day supply)			
Specialty drugs		n/a			\$70 Copay (30-day supply) / \$140 Copay (90-day supply)			
Mandatory Generic		n/a			Applies			
Maintenance Rx		n/a			Maintenance prescriptions must be filled at In-House Pharmacy or through Mail-order.			
Prescription Drugs – Retail – 30-day supply (OptumRx Pharmacy Benefits Manager)								
Generic		\$0 copay for 30-day supply using your Prescription Benefit card at network pharmacies.			\$10 Copay			
Preferred brand		\$35 copay for 30 day supply using your Prescription benefit card at network pharmacies			30% (Min - \$35 / Max - \$100)			
Brand name		\$60 copay for 30 day supply using your prescription benefit card at network pharmacies			30% (Min - \$55 / Max - \$150)			
Specialty drugs		\$60 copay for 30 day supply.			\$150 Copay through BrovRx, Optum's Specialty Pharmacy			
Mandatory Generic		n/a			Applies			
Maintenance Rx		n/a			Maintenance prescriptions must be filled at In-House Pharmacy or through Mail-order.			
Prescription Drugs – Mail-order – 90-day supply (OptumRx Pharmacy Benefits Manager)								
Generic		\$0 copay for 90 day supply			\$25 Copay			
Preferred brand		\$70 copay for 90-day supply			30% (Min - \$80 / Max - \$200)			
Brand name		\$120 copay for 90 day supply			30% (Min - \$125 / Max - \$350)			
Specialty drugs		\$120 copay for 30 day supply.			\$300 Copay through BrovRx, Optum's Specialty Pharmacy			
Mandatory Generic		n/a			Applies			
Maintenance Rx		n/a			Maintenance prescriptions must be filled at In-House Pharmacy or through Mail-order.			

Total Rewards – Balancing the Changes Health Benefits – Well-Being

Well-Being Incentive

- \$250 for participant and \$250 for spouse
 - Complete a health risk assessment, annual physical, and bio-medical screening

Coordinated Care Program

- Work with the Coordinated Care Nurse Managers for chronic diseases of diabetes, high blood pressure, high cholesterol
 - Pay \$0 for prescriptions

Total Rewards – Balancing the Changes Health Benefits

Surcharges

- **Tobacco Surcharge**
 - If Team Member or covered spouse smoke
 - \$30/month
 - Can be waived if complete smoking cessation program
- **Spousal Surcharge**
 - If a working spouse has access to their own coverage, but elects to be covered on HMMH's plan
 - \$50/month
 - Spouses not working, self-employed, or on Medicare are not included

