



Health Professionals and Allied Employees
AFT/AFL-CIO

Local 5058 Proposals
Presented to
HMH - Jersey Shore University Medical Center

August 27, 2022

The Union also reserves the right to add, modify, delete, or change any of these proposals.

**HPAE PROPOSAL TO HACKENSACK MERIDIAN HEALTH
Jersey Shore University Medical Center**

Proposed	7/27/2022
Update	

Union Proposal 1

2.10 New Section Negotiation Pay:

The Employer will pay five (5) members from JSUMC to participate in collective bargaining for up to twenty-five (25) days, for no more than twelve (12) hours per day. The bargaining committee will be paid non-productive hours. Overtime will not be paid for hours spent in negotiations. Compensation will be based on employee regular compensation rate of pay.

**HPAE PROPOSAL TO HACKENSACK MERIDIAN HEALTH
Jersey Shore University Medical Center**

Proposed	7/27/2022
Update	

Union Proposal 2

3.4 B 1 Emergency Department Staffing Committee:

The Union and Hospital agree to continue the Emergency Department Staffing Committee. There shall be an equal number of participants selected by the Union and the Hospital (maximum of 4 each). A representative from the Union and Hospital shall co-chair the committee. The committee will review and address issues of staffing, staffing patterns and patient care delivery models for the purpose of providing quality patient care.

In addition, the following staffing shall apply:

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

- b. Triage RN is an assignment to provide triage services throughout the ED, including but not limited to patient rooms and overflow areas. Triage is not an assignment to a specific location (internal triage). The minimal triage staffing assignments will be provided as follows:
 - 7 am. to 11 am - ~~2~~ **4** RNs,
 - 11am to 11pm. – ~~3~~ **5** RNs
 - 11 pm. to 7 am. – ~~2~~ **4** RNs

- c. ~~Pedi ED RN~~ – one (1) triage ~~Pedi RN~~ from ~~11~~ **7 am to 3 am**.
Pedi ED triage is an assignment to provide triage services when necessary throughout the Pediatric ED. When triage services are not necessary due to low volume and/or low acuity, the triage RN can and will be utilized throughout the Pediatric ED to provide various patient care services as assigned within the scope of his/her practice.

**HPAE PROPOSAL TO HACKENSACK MERIDIAN HEALTH
Jersey Shore University Medical Center**

Proposed	7/27/2022
Update	

Union Proposal 3

4.9 E Cancellation of Extra Shifts by Employees

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

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

**HPAE PROPOSAL TO HACKENSACK MERIDIAN HEALTH
Jersey Shore University Medical Center**

Proposed	7/27/2022
Update	

Union Proposal 4

5. Seniority

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

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

- b) **In all cases in the collective bargaining agreement where bargaining seniority is determinative on the same unit and the bargaining unit seniority is equal, then the determination shall be made by using the last Name on a rotating basis from year to year .**

**HPAE PROPOSAL TO HACKENSACK MERIDIAN HEALTH
Jersey Shore University Medical Center**

Proposed	7/27/2022
Update	

Union Proposal 5

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

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

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

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

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

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

**HPAE PROPOSAL TO HACKENSACK MERIDIAN HEALTH
Jersey Shore University Medical Center**

Proposed	7/27/2022
Update	

Union Proposal 6

6.5 Shift Rotation: In the event of shortages on a particular shift necessitating shift rotation, the Hospital shall first discuss alternatives to rotation and then seek volunteers.

As a last resort, **and not for chronic short staffing**, available employees shall be rotated in order of reverse seniority on a rotating basis, up to four (4) consecutive weeks maximum unless mutually agreed otherwise. **All employees who rotate shifts shall receive \$30.00 per hour added to their regular compensation rate of pay in addition to any other compensation or incentives.**

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

**HPAE PROPOSAL TO HACKENSACK MERIDIAN HEALTH
Jersey Shore University Medical Center**

Proposed	7/27/2022
Update	

Union Proposal 7

6.6 Floating

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

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

A. – F MAINTAIN CURRENT CONTRACT LANGUAGE

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

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

Note: All BU employees are required to float in CORE assignments except BU employees with ~~fifteen (15)~~ **ten (10)** years of BU seniority.

**HPAE PROPOSAL TO HACKENSACK MERIDIAN HEALTH
Jersey Shore University Medical Center**

Proposed	7/27/2022
Update	

Union Proposal 8

7.09 Preceptor Differential: An employee who acts as a Preceptor shall receive an additional ~~one (\$1.50) dollar and fifty cents~~ **\$4.00 dollars** per hour for each hour worked directly performing the duties of a Preceptor.

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

**HPAE PROPOSAL TO HACKENSACK MERIDIAN HEALTH
Jersey Shore University Medical Center**

Proposed	7/27/2022
Update	

Union Proposal 9

7.12 Float Pool Program

A. The Hospital shall maintain a Float Pool to fill in vacancies on various units. DB1/ 100975414.4 37 B. The Hospital may hire full-time, part-time and per-diem employees as permanent float nurses. Employees in the float pool are not covered by the floating guidelines above and may be moved as assigned. Float pool positions will be posted and filled according to the job posting procedures. Effective August 1, 2017, the hospital will make every effort to hire float pool nurses with a minimum one (1) year experience as an RN.

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

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

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

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

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

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

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

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

9. Float Nurses will not be required to take call (from 6.06(D)(5) above)

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

HPAE PROPOSAL TO HACKENSACK MERIDIAN HEALTH

Proposed	7/27/2022
Update	

Union Proposal 10

8.1 Holidays

B. Holidays

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

Holiday (and day observed)

New Year's Day (January 1)

Memorial Day (Last Monday in May)

Independence Day (July 4)

Labor Day (First Monday in September)

Thanksgiving Day (Fourth Thursday in November)

Christmas Day (December 25)

ADD: Juneteenth (June 19th)

**HPAE PROPOSAL TO HACKENSACK MERIDIAN HEALTH
Jersey Shore University Medical Center**

Proposed	7/27/2022
Update	

Union Proposal 11

8.3 Holiday Requirement

MODIFY PARAGRAPH 1 AND 2 AS FOLLOWS

Full-time employees may be required to work up to three (3) holidays in a calendar year and shall be paid for six (6) holidays. Full-time employees with ~~30~~ – **twenty (20)** years or more BU seniority may be required to work only two (2) holidays of their choice per calendar year shall be paid for six (6) holidays. One of the two Holidays must be on Christmas or New Years.

Part-time benefit-eligible employees may be required to work up to two (2) holidays in a calendar year and will be paid for two (2) holidays. A Part-Time Benefit Eligible employee with ~~30~~ – **twenty (20)** years or more BU seniority may be required to work only one (1) holidays of his/her choice in a calendar year and will be paid for two (2) holidays. If a part-time benefit-eligible employee works three (3) holidays, they will be paid for three (3) holidays. The Holiday must be Christmas or New Years.

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

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

Employees shall not be required to work Thanksgiving and Christmas in the same season. The holiday year for the purpose of scheduling shall be May 1st through April 31st.

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

a – f - MAINTAIN CURRENT CONTRACT LANGUAGE

8.3 Holiday Requerment

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

**HPAE PROPOSAL TO HACKENSACK MERIDIAN HEALTH
Jersey Shore University Medical Center**

Proposed	7/27/2022
Update	

Union Proposal 12

8.4 Paid Time Off B.

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

Years of Service	40hrs scheduled/week	36hrs scheduled/week	24hrs scheduled/week	20hrs scheduled/week
0-4 Years	160.0 200.0	144.0 180	96.0 —120	80.0 — 100
5-9 Years	200.0 232.0	180.0 208.8	120.0 —139.2	100.0 — 116
10-14	232.0 256.0	208.8 230.4	139.2 —153.6	116.0 —128
15-19	256.0 272.0	230.4 244.8	153.6 —163.2	128.0 — 136
20+ Years	272.0 292.0	244.8 264.0	163.2 —183.0	136.0 156

**HPAE PROPOSAL TO HACKENSACK MERIDIAN HEALTH
Jersey Shore University Medical Center**

Proposed	7/27/2022
Update	

Union Proposal 13

8.5 D ESL Bank Accruals

Eligible employees accrue ESL hours on an hourly basis for each standard hour: the accrual rate is .03333 of ESL for each hour worked. The maximum hourly accrual is ~~40-69~~ **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.

**HPAE PROPOSAL TO HACKENSACK MERIDIAN HEALTH
Jersey Shore University Medical Center**

Proposed	7/27/2022
Update	

Union Proposal 14

8.5 F Drawing from 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 two (2) ~~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~~ **THIRD** 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.
-

**HPAE PROPOSAL TO HACKENSACK MERIDIAN HEALTH
Jersey Shore University Medical Center**

Proposed	7/27/2022
Update	

Union Proposal 15

8.6 Bereavement Leave: 8.6 Bereavement Leave: Permanent employees shall be entitled to maximum of three (3) working days off with pay from and including the day of death of an employee's father, mother, spouse, child **(including miscarriage or stillbirth)**, sister, brother, mother-in-law, father-in-law, grandchild, grandparent, step-mother, step-father, brother-in-law or sister-in-law and / or domestic partner, up to and including the day after the funeral. **Permanent employees shall be entitled to one (1) working day off with pay in the event of the death of the employee's aunt, uncle, or first cousin.** Employees who normally work a ten (10) or twelve (12) hour shift will be paid for ten (10) or twelve(12) hour days off respectively.

**HPAE PROPOSAL TO HACKENSACK MERIDIAN HEALTH
Jersey Shore University Medical Center**

Proposed	7/27/2022
Update	

Union Proposal 16

8.9 Work Breaks and Meal Breaks:

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

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

C. For scheduling purposes, a “lunch nurse” assignment will be added and will be included in the allowable daily allotment of staffing openings for each shift on each unit. A nurse will be assigned and listed on the daily scrub sheet whose sole purpose is to cover team member breaks. (Example: if the daily maximum nurses allowed is 18- it will now be 19 if the unit does not already have a lunch nurse included in the allowable staff).

**HPAE PROPOSAL TO HACKENSACK MERIDIAN HEALTH
Jersey Shore University Medical Center**

Proposed	7/27/2022
Update	

Union Proposal 17

10 INSURANCE / BENEFITS

10.1 Benefits

Benefit plans applicable to non-bargaining unit Medical Center employees shall be made available to employees represented by the Union as listed below, as they may be amended or changed in accordance with their terms. The Employer agrees to offer to bargaining unit employees the same health insurance, Group Term Life Insurance and Accidental Death and Dismemberment Insurance, Prescription Drug Plan, Dental Plan, Vision Plan, Short-Term Disability and Long-Term Disability benefits that it provides to non-bargaining unit employees. The parties agree that the specific provisions and procedures governing eligibility, enrollment, benefit coverage, co-pays and employee premium co-shares of these plans shall be the same for the Medical Center's bargaining unit and non-bargaining unit represented employees. The Employer shall have the discretion to change or modify these benefits. However, during the life of this Agreement, the Employer shall not terminate these benefits and shall maintain these benefits at the same level as it does for non-management non-bargaining unit employees. If **any changes are made to the overall plan structure including but not limited to the members' over all premium costs, prescription or visit copays, or deductibles** increase due to total plan changes by more than ~~45%~~ **(5 % percent)** in any given year, the HPAE ~~2020 bargaining committees~~ **will meet after (90 days before) the January 1st implementation**, if requested, to bargain concerning potential cost mitigation. Information requests concerning benefit plans for this purpose shall be limited to summary plan descriptions, plan designs, and employee plan designation.

A-F – NO CHANGE

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

Add : **h:**

- An injury or illness treated at a physician office, ambulatory care/urgent care center while temporarily out of state will be billed the same as being treated **at a facility incorporate at the highest level of coverage.**
- Any covered elective inpatient or outpatient service (including all tests, procedures, and physicians' fees) not offered at **the highest level of coverage**, and rendered at other in-network hospitals shall be managed as **the highest level of coverage.** and shall be **at the cost of the highest level of coverage for the enrolled insurance plan.**
- Emergency services, and any immediate admission that is medically necessary at the time of the emergency services and related to those emergency services, (including tests, procedures, and physicians' fees) will be treated the same as being treated at **the highest level of coverage**, whether this care is in the state of new jersey, out of state, or outside the United States.

10.1 Benefits

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

**HPAE PROPOSAL TO HACKENSACK MERIDIAN HEALTH
Jersey Shore University Medical Center**

Proposed	7/27/2022
Update	

Union Proposal 18

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

Shift Differential

3:00 p.m. to 11:30 p.m.:

11:00 a.m. to 11:30 p.m. - ~~Three (\$3.00)~~ **\$4.00 dollars per hour**

7:00 p.m. to 7:30 a.m.

10:00 p.m. to 8:30 a.m. - ~~Five 5.00~~ **\$6.00 dollars per hour**

11:00 p.m. to 7:30 a.m.

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

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

**HPAE PROPOSAL TO HACKENSACK MERIDIAN HEALTH
Jersey Shore University Medical Center**

Proposed	7/27/2022
Update	

Union Proposal 19

11.4 Charge differential: In accordance with the HMH Charge

Nurse Policy, which is incorporated here by reference (The Hospital will provide 30 calendar days notice prior to any changes to the HMH Charge Nurse Policy prior to implementation and will bargain over the effects), an employee who performs the duties of charge will be compensated by an additional differential

Individuals shall be designated as in charge of a particular unit, when the nurse manager/administrative supervisor/assistant nurse manager, who have primary responsibility for that unit, are absent from the unit for two (2) or more hours or are off the premises for lesser periods of time. When either occurs, the individual designated as in charge shall be paid the differential of ~~one dollar and seventy five cents (\$1.75)~~ **three dollars \$3.00** per hour for all such hours worked. Charge shall be voluntary on the part of the employee provided someone is willing to take charge. In the event there are no volunteers, then charge shall be designated on a rotating basis. A log of the rotation shall be kept. Employees will not be required to take charge or be assigned charge in departments when a nurse manager/administrative supervisor/assistant nurse manager is on duty.

**HPAE PROPOSAL TO HACKENSACK MERIDIAN HEALTH
Jersey Shore University Medical Center**

Proposed	7/27/2022
Update	

Union Proposal 20

11.5 Mandatory On Call -

Maintain Current contract Language except:

- 1. Mandatory On call requirements for all units shall be prorated for part-time employees.**
- 2. Change ON call Rate as follows :** The on-call per hour rates of pay shall be ~~four (\$4)~~ **10.00 dollars / hr.** On call on a holiday shall be paid at time and one-half the on call rate

**HPAE PROPOSAL TO HACKENSACK MERIDIAN HEALTH
Jersey Shore University Medical Center**

Proposed	7/27/2022
Update	

Union Proposal 21

11.06 Tuition Reimbursement:

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

1. Full-time up to 100 % reimbursement for each course to a maximum of \$5,200.00 per calendar year as defined by policy.
2. Part-time benefit-eligible up to 100% reimbursement for each course, up to a total maximum of ~~\$2,625.00~~ **\$3,466.00** per calendar year as defined by policy.

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

**HPAE PROPOSAL TO HACKENSACK MERIDIAN HEALTH
Jersey Shore University Medical Center**

Proposed	7/27/2022
Update	

UNION PROPOSAL 22

16. Health & Safety

- 16.1 The Hospital shall provide and maintain safe standards and environment for the protection of the employees.
- a) **The Employer will implement security screening measures at all main entrances to its facilities which will include keeping an electronic copy of each adult visitor identification such as driver's license.**
 - b) **Each adult visitor will be issued a pass (as a sticker) for the date, time and destination which will also include the visitor's first and last name.**
 - c) **The employer will install metal detectors at entrances of their facilities to maintain a workplace free of firearms and weapons. (with the exception of Neptune PD)**
 - d) **The employer will flag patient charts if a patient has a documented incident of assaulting, threatening, or harassing an employee.**
 - e) **There shall be at least 2 Neptune Police at all times stationed in the Emergency Department**
 - f) **Staff shall be provided Personal panic buttons**
 - g) **A minimum of 6 security guards will be stationed in the ED at all times, whose sole responsibility is to secure and protect the areas of the lobby, crisis, trauma, internal triage, and the patient care areas in prompt care, pedi ED, and the Main ED. There will be an additional 18 security guards scheduled and present in the rest of the hospital at all times. Areas of highest risk and concern (Rosa, SICU, etc) will have increased rounding and monitoring to ensure safety of all patients and staff**

UNION PROPOSAL 23

16.2 All Registered Nurses shall be instructed and fitted for TB masks (duck bill) **and N95 or other appropriate respirator as recommended by the CDC guidelines.** Such masks shall be available in all patient care areas. Registered Nurses who fail to complete mandatory health and safety requirements will not be permitted to work until such requirements are met. Fit testing shall be conducted **per CDC guidelines.** ~~each year.~~

16.3-16.7 Maintain Current Contract Language

**HPAE PROPOSAL TO HACKENSACK MERIDIAN HEALTH
Jersey Shore University Medical Center**

UNION PROPOSAL 24

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

a) Consistent with *section 3.06 Joint Committees*, A Union designated Member shall be part of the Workplace Violence Committee and shall be part of any required annual risk assessment. As well as walk through and site inspections.

16.9 Fitness for Duty/Substance Abuse: **Maintain Current Contract Language**

UNION PROPOSAL 25

16.10 Employee Health Services:

- a. Employee Health Services will notify and evaluate registered nurses, as appropriate, in the event of exposure to a patient or employee with a contagious illness or conditions.**
- b. The Employer will provide all nurses or health care workers who have been exposed in the workplace (such as treating a patient who was not confirmed, but later identified to have a communicable disease) with notice within eight (8) hours of Employer notice of the diagnosis. The communication will be in writing and will include: the date of exposure, assessment of exposure risk and length of quarantine required. It will also include instructions on steps needed to return to work. The Union will also be provided a copy of this notice to the employee.**

**HPAE PROPOSAL TO HACKENSACK MERIDIAN HEALTH
Jersey Shore University Medical Center**

UNION PROPOSAL 26

16.11 Quarantine Pay:

- a. In the event an employee is exposed to a communicable disease while on the job, and is not permitted to work by the Infection Control Practitioner or designee, the employee shall be paid at full salary, including shift differential, throughout the quarantine. Quarantine pay will be reduced by the amount of worker's compensation benefits received.
- b. In the event an employee is exposed to a communicable disease not related to employment, and is not permitted to work by the Infection Control Practitioner or designee, the employee shall be paid at full salary throughout the quarantine. Quarantine pay will end upon the employee returning to work or having a confirmed diagnosis, at which time payment is based upon time worked or in accordance with the PTO or leave of absence policy, respectively.
- c. Quarantine pay shall represent the employee's base rate and shift differential, based on regularly scheduled shift.
- d. Time paid on quarantine shall not be considered time worked for payment of overtime.
- e. Quarantine pay is to be charged for the incubation period of the disease to which the employee was exposed, and not the period of the illness itself.
- f. Employees may be required to be examined by Employee Health prior to return to duty.
- g. The Employer will notify the Union within 48 hours of a Quarantine situation and will provide the Union with the names of employees who are quarantined.

**HPAE PROPOSAL TO HACKENSACK MERIDIAN HEALTH
Jersey Shore University Medical Center**

Proposed	7/27/2022
Update	

UNION PROPOSAL 27

22 Wage Scale

A.1 Starting Rate of pay

A. Starting rate of pay = 37.26

- 1. No current Employee will have a base rate that is lower than any newly hired RN with the same years of experience.**
- B.** The below new wage scale and compensation system is proposed to address the retention needs of both hospitals, while providing wage increases for greater years of experience.
- C. All Registered Nurses, both new hires and those currently employed at JSUMC, will receive a 25 % across the board increase on their current rate of pay retroactive to July 1, 2022. ~~be placed on the new wage schedule being given recognition for all nursing experience including domestic experience outside of HMM. Appendix~~**
- D.** Prior domestic experience (outside HMM) shall be credited with one year of service for each year of outside experience as a registered nurse.
- E.** Prior domestic experience as an LPN shall be credited with one year of service for two years of LPN experience.
- F.** A year shall be defined as the 12 months of continuous experience as a full of part time employee. For current RNs, years will be rounded up or down based upon completed month. If the candidate completed at least 6 months, then round to the next year. (e.g. – 5 years and 10 months of experience will count as 6 years of experience).
- G.** For LPN experience, rounding should be applied after the initial calculation. (e.g. 6 years and 4 months of experience would be calculated as 3 years and 2 months of experience).
- H.** For RNs hired after the date of ratification, months will be dropped off when determining the years of experience of an external hire. Only full years of experience will be counted. If the candidate completed 5 years and 10 months or 5 years and 2 months, the nurse will be credited with 5 years. The Compensation team will add the additional year of experience when the nurse receives the next merit (or bridge) increase.

HPAE PROPOSAL TO HACKENSACK MERIDIAN HEALTH Jersey Shore University Medical Center

I. Wage Scale attached Appendix B-C for

1. Staff RN
2. **Per Diem / Float RN \$7.50 hr above Staff RN Base**
3. Nurse Clinician
4. Clinical Nurse Education Specialist

J. Educational Differentials – Current Contract

K. Current Contract

L. Current Contract

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

Employees who were on a leave of absence greater than nine (9) months in the performance year, will not be eligible for a performance evaluation or merit increase the following year. Eligible full-time and part-time employees hired before October 1st in the performance shall receive their performance evaluation during the pay period closest to July 1st of each year, with performance-based increases as outlined below, based upon their performance appraisal rating. Eligible per diem employees hired before July 1st in the performance year shall receive their performance evaluation during the pay period closest to July 1st of each year, with performance-based increases as outlined below, based upon their performance appraisal rating.

Merit Increases

July 1, 2022	July 1, 2023	July 1, 2024			
Across The Board 3% (Per MOA Date 6/28/202 2)	Across The Board 8% Plus +Merit Increase		Across The Board 8% Plus +Merit Increase		
	Score	% Increase		Score	% Increase
	0-1.99	0		0-1.99	0
	2-2.24	1		2-2.24	1
	2.25-2.49	1.5		2.25-2.49	1.5
2.5-2.74	2	2.5-2.74	2		

Eligible employees will receive **an across the board Increases plus the merit %** increase which will be added to their base rate (as defined in side letter 5 of the contract).

HPAE PROPOSAL TO HACKENSACK MERIDIAN HEALTH Jersey Shore University Medical Center

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

New Hire rates of pay Appendix B – C:

Prior RN experience can be granted up through thirty (30) years. Prior LPN hospital experience on a two (2) for one (1) basis. Current employees who may have past LPN hospital experience will receive a two (2) –one (1) year credit.

- a. Per diem Rate of Pay**
 - A. Per Diem employee's Wage scale – ~~Appendix A – C~~ **\$7.50/hr above the staff RN pay rate**
 - B. All Per Diem employees below the rate will be adjusted.
 - C. If bargaining unit employees convert to per diem status during this agreement, they shall be placed at the above rate of pay or their rate of pay, whichever is greater.
 - D. A bargaining unit employee who is in the Clinical Ladder program and converts to per diem status shall maintain the current Clinical Ladder differential until the time of expiration. The employee will not be eligible to renew membership in the Clinical Ladder program as a per diem
 - E. Wage scale noted in Appendix C is to be used for conversion only. The *years of experience represent the number of years working as a staff RN only. A Per Diem employee who converts to a full-time, part-time benefit-eligible, or part-time non-benefit-eligible position shall be placed on the wage scale below. (for conversion PD to full-time, part-time benefit-eligible, or part-time non-benefit-eligible only)

**HPAE PROPOSAL TO HACKENSACK MERIDIAN HEALTH
Jersey Shore University Medical Center**

UNION PROPOSAL 28

SIDE LETTER # 1

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

New Letter B :

- B. **HMH Harmonization and market rate adjustments. Any market rate adjustments, bonus, or other incentives and / or changes in merit % (increases) or in timing (earlier) offered to other Hackensack Meridian Health RNs will also apply to JSUMC. The employer will notify the union 15 days before implementation of such changes and the Areas impacted.**

**HPAE PROPOSAL TO HACKENSACK MERIDIAN HEALTH
Jersey Shore University Medical Center**

Proposed	7/27/2022
Update	

Union Proposals 29

New side letter # TBD

Guidelines for Cooperation and Discipline policy

Use of abusive language and/or unnecessary shouting in a patient care, public contact or general work area” shall be changed from level II discipline to a level I discipline

**HPAE PROPOSAL TO HACKENSACK MERIDIAN HEALTH
Jersey Shore University Medical Center**

Proposed	7/27/2022
Update	

Union Proposal 31

SIDE LETTER

Each employee shall receive a \$5,000 ratification bonus with-in two weeks from ratification of the agreement by the Union.

HPAE PROPOSAL TO HACKENSACK MERIDIAN HEALTH

Proposed	7/27/2022
Update	

Union Proposal 32

New side letter # TBD

TEMP DISABILITY

Employees on sick leave for a continuous period of more than seven (7) days and who are eligible to receive payment from the Hartford, or any future state claim insurance representatives, shall receive the state portion of the payment beginning on day 8 of the absence. ESL will not be required to be depleted before this payment takes effect. HMH will provide a "WRAP" payment that is equal to 85 percent of the employees regularly paid salary, including shift differentials. The employee may then use ESL and or PTO to supplement the remaining 15 percent of income. The combined benefits from Hartford (NJ state portion), the WRAP, and ESL/PTO top off will equal 100 percent of the employee's regular salary. The Hospital shall prorate the employee's ESL entitlement accordingly.

**HPAE PROPOSAL TO HACKENSACK MERIDIAN HEALTH
Jersey Shore University Medical Center**

Proposed	7/27/2022
Update	

Union Proposal 30

NEW SIDE LETTER

The employer and the Union agree that each employee shall be treated with respect and dignity. Verbal abuse, threats, or harassment by managers or supervisors will not be tolerated. Discipline and/or reprimands of employees shall not be administered in front of other bargaining unit employees except in cases (I) where an employee requests a witness or union representative or (II) where another employee is present for translation purposes with the permission of the individual receiving the discipline. Discipline shall be administered in a professional manner. Any disrespect shall be subject to the grievance procedure.