

**Health Professionals and Allied Employees
AFT/AFL-CIO**



**Contract Proposals Presented to
Wanaque Nursing and Rehabilitation**

September 28, 2017

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

Union Proposal #1

3.08 Conferences and Training Programs Union Days

Modify as follows:

During each contract year, no more than five (5) Union Representatives and/or Officers shall ~~each be granted~~ **have available a total of five (5) days off with pay and a total of ten (10) three (3) days off** without pay for the purpose of attending conferences or union training programs, provided the Union gives notice to the Employer at least one (1) week prior to the posting of the work schedule (except that in no event shall more than five (5) weeks' notice be required).

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Union Proposal #2

4.03 Regular Part-time

Modify as follows:

An employee who commits to working and is scheduled on a regular basis to work less than sixty-four (64) hours per two (2) week pay period . This shall include employees who may be scheduled to work weekends only, but shall not include per diems (who work on a day to day basis as needed by the Employer). ~~Per diems are excluded from the coverage of this Agreement. Notwithstanding the exclusion of per diems as set forth above, non-probationary bargaining unit employees may opt to retain their existing Union status while working as per diems on a temporary (no longer than one year) basis.~~

Insert a new section 4.04 Per Diem Employees

A per diem employee is defined as an employee who is not regularly scheduled but works on an “as needed” basis in accordance with their availability, subject to proper notice being given. They shall be scheduled to fill absences and temporary vacancies in the work force such as call-outs, coverage for scheduled time off of full time/part time employee and leaves of absence. The use of per diem employees shall not cause the layoff of full time or part time employees

Per diems are excluded from the coverage of this Agreement. Notwithstanding the exclusion of per diems as set forth above, non-probationary bargaining unit employees may opt to retain their existing Union status while working as per diems on a temporary (no longer than one year) basis.

Renumber the following sections:

4.04→ 4.05 (Non-Supervisor Status)

4.05→4.06 (Shift Options)

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Union Proposal #3

6.07 Job Vacancies and Posting

Add a new section, 6.07(d):

In the event a per diem employee or a non-bargaining unit part time employee is regularly scheduled to work more than twenty four (24) hours per week over a three (3) months period, the Employer will be required to create and post a bargaining unit part time or full time position.

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Union Proposal #4

7.03 Work Time for Double Shifts

Insert a new section:

The workday of an employee who works two (2) consecutive eight (8) hour shifts shall be sixteen and a half (16.5) hours (e.g. 7 am to 11:30 pm), of which one-half (1/2) hour shall be counted as an unpaid meal break. In such instance the employee shall be paid for sixteen (16) hours.

Renumber the following sections:

7.03→7.04 (Work Schedules)

7.04→7.05 (Additional Shifts)

7.05→7.06 (Weekend Rotation)

7.06→7.07 (Shift Rotation)

7.07→7.08 (In-Services)

7.08→7.09 (Work-related Conferences and Seminars)

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Union Proposal #5

7.09 Shift Options

Delete this section

Renumber the following section:

7.10→7.09 (No Guarantee)

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Union Proposal #6

8.01 Wage Rates

Modify as follows:

(a) Non-probationary employees will receive the wage increases identified herein consistent with Section 8.05 below:

<u>Date</u>	<u>Hourly Increase</u>
11/1/17	5%
11/1/18	5%

(b) New Hire Rates/Experience Wage Schedule for RNs and LPNs:

Effective 11/1/17	0 to 5 years	6 to 10 years	10+ years
RNs	\$30/hour	\$33/hour	\$36/hour
LPNs	\$23/hour	\$25/hour	\$27/hour

Effective 11/1/18	0 to 5 years	6 to 10 years	10+ years
RNs	\$31.50/hour	\$34.65/hour	\$37.80/hour
LPNs	\$24.15/hour	\$26.25/hour	\$28.35/hour

<u>Shift</u>	<u>Title</u>	<u>Post Probationary Hourly Rate</u>
7-3	LPN	\$21.50
7-3	RN	\$25.50
3-11	LPN	\$21.50
3-11	RN	\$25.50
11-7	LPN	\$21.50
11-7	RN	\$25.50

~~The employer may pay non-probationary employees up to fifty cents (\$.50) below the post probation rates set forth above.~~

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Current employees as of the date of ratification shall receive a 5% wage increase each year or receive the appropriate wage rate based on the wage schedule above, whichever is higher.

New employees shall be credited with one (1) year of experience credit for each two (2) years of comparable work experience in their previous employment.

Employees shall move to the next step of the wage schedule on the appropriate anniversary date of hire.

(c) Employees who fail to work their scheduled weekend shift (s) shall make up such missed shifts on another weekend.

(d) Should the Employer determine that an employee has established a pattern of not reporting to work on days he/she is scheduled to work, the Employer may transfer such employee to another shift option as long as such transfer does not displace another employee from his/her current shift option.

(e) Should the Employer exercise its discretion to pull employees from pediatrics to geriatrics or geriatrics to pediatrics, it shall pull employees in the following order: (a) employees working either overtime shifts of Shift option 5 (“Float Position”) based on the Employer’s judgment regarding which employees have the most appropriate clinical experiences for the assignment; (b) employees who had worked shift options A1, A2, B, D, or F by pulling in reverse order of their most recent pull dates. (Pull lists will identify employees by name, locations to which pulled and pull dates.)

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Union Proposal #7

8.02 Regular and Premium Compensation Rates

Modify as follows:

- (a) **Regular Compensation Rate.** An employee's hourly rate as stated in this Agreement will apply to all work up to eight (8) hours in a work day (twelve (12) hours for employees working twelve (12) hour shifts) and up to ~~eighty (80) hours in a two week pay period~~ **forty (40) hours in a week.**
- (b) **Premium Compensation Rate.** All employees shall be entitled to time and one-half (1 1/2) for all time worked in excess of **eight (8) hours in a day or** forty (40) hours in a week. Paid time which is not worked (e.g. unworked vacation, sick, personal days) shall not constitute time worked for overtime purposes.
- (c) **Critical Shift Incentive:** A "Critical Shift" shall be designated by the supervisor on duty in writing (with an e-mail to the Local Union President) when a need to fill four (4) or more hours of a shift exist and the supervisor cannot fill the need in another way. Employees volunteering to fill this need in addition to their regularly scheduled shifts will receive the following in addition to their regular pay:

LPNs	\$9.00 per hour
RNs	\$11.00 per hour

This incentive will not be paid in addition to overtime. Per diem, casual, temporary and agency employees are not eligible for this incentive.

In addition, critical shift incentive pay shall be provided to employees on a unit when the total number of staff (nurses and CNAs) on the unit is two (2) or more individuals less than the total number of staff required per the Employer's staffing guidelines.

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Union Proposal #8

Delete 8.06 (New Hire Rate) and 8.09 (New Units)

8.07→8.06 (Charge Pay)

Modify as follows:

Employees designated on the schedule when posted by the Employer to be Charge Nurses shall receive a Charge Nurse differential of ~~one dollar (\$1.00)~~ **two dollars (\$2.00)** per hour for each hour worked as a Charge Nurse. This differential shall not be paid to any employee who is removed from the position of Charge Nurse. The employer reserves the right to make changes to the Charge Nurse position and will provide the Union with 30 days' notice of such intent and will meet with the Union to discuss such changes.

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Union Proposal #9

9.03 Work on Holidays

Modify as follows:

- (a) Should it be necessary for an full time employee to work on any of the holidays to which he/she is entitled, he/she shall receive ~~another day off with pay, in accordance with Section 9.02 above. A full time employee who works on Thanksgiving, Christmas and/or New Years, shall receive time and one-half (1 1/2x) two and one-half (2 1/2)~~ his/her regular straight time pay.
- (b) ~~A part time employee who performs work on Thanksgiving, Christmas or New Year's shall receive time and one half (1 1/2x) for work performed on a holiday, plus another day off with pay. A part time employee who does not perform work on a holiday shall receive no additional pay for the holiday.~~
- (c) ~~Time off for a holiday worked must be taken within ninety (90) days after the holiday. If an employee does not use the day within the ninety (90) day period, the day will be forfeited. Requests for the use of such days will not be unreasonably denied. If an employee has reasonably requested the use of such days within the ninety (90) day period two or more times and use has been denied, then the employee will receive pay for the day not used.~~

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Union Proposal #10

10.01 Vacation

Modify as follows:

(a) For employees hired before June 18, 2014, vacation time shall be earned by full time and part-time bargaining unit employees (part-time employees shall accrue vacation on a pro-rata basis), commencing on the first of the month following the completion of ninety (90) days of employment, on the basis of the following schedule:

<u>Length of Service</u>	<u>Annual Vacation Accrual</u>
Less than five (5) years	Ten (10) days
After five (5) years	Fifteen (15) days
After ten (10) years	Twenty (20) days

Any employee hired before June 18, 2014 who is not receiving a vacation accrual consistent with the above shall be moved to the appropriate accrual level effective with the ratification of the contract. Employees currently receiving twenty (20) days or more will receive twenty days. Employees whose ten (10) year anniversary is within nine (9) months of the date of transfer of ownership shall move to the twenty (20) day accrual level on their anniversary. All other employees will continue to receive their current vacation schedule and be eligible up to the fifteen (15) days.

Vacation time approved prior to the transfer of ownership will be recognized. During the first year of operations employees may take unpaid vacation time up to the amount of annual accrual they are entitled to.

(b) For employees hired after June 18, 2014, vacation shall be earned by full time and part time bargaining unit employees on a pro-rata basis, commencing on the first of the month following the completion of ninety (90) days of employment, on the basis of the following schedule:

<u>Length of Service</u>	<u>Annual Vacation Accrual</u>
0 to 5 years Less than 5 years	Ten (10) days (based on 40 hours per week)
6 years + After five (5) years	Fifteen (15) days (based on 40 hours per week)

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After ten (10) years

Twenty (20) days (based on 40 hours per week)

Vacation accrual shall be calculated on the basis of all compensated hours earned by the employee. For example, a full-time employee who is regularly scheduled for (32) hours per week but actually works forty (40) hours per week, shall receive vacation accrual based on actual hours regularly worked for the prior year.

*New hires may take one (1) week of vacation six (6) months after their first day of employment.

(c) Employees are prohibited from accruing more than twice their current annual vacation accrual rate.

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Union Proposal #11

10.02 Vacation Scheduling

Add a new section 10.02 (d):

(d) The Employer will respond to all vacation requests within two (2) weeks.

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Union Proposal #12

11.02 Sick Leave

Modify section 11.02 (a) as follows:

(a) ~~Sick time shall be earned by full time and part time bargaining unit employees, commencing on the first of the month following ninety (90) days of employment at the rate of 7 per year for employees employed on the date of transfer of ownership (2 days credited on July 31 and 1 day credited on Sept. 31, Nov. 30, Jan. 31, Mar. 31 and May 31) and 6 days per year for those hired after that date (credited every other month from date of hire).~~

Full time employees shall earn eight (8) sick days per year. Part time employees shall earn sick days on a pro-rata basis.

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Union Proposal #13

12 Insurance

Modify 12.02a and 12.02c as follows:

12.02 Employer Contributions.

(a) **Single Coverage:** The Employer shall contribute to the payment of the insurance company's ~~HMO~~ premiums for single coverage for eligible employees as set forth below:

- (i) The employee shall contribute fifteen percent (15%) of the payment of the insurance company's ~~HMO~~ premium for single coverage. ~~Employees hired after June 18, 2014 shall contribute twenty percent (20%) of the payment of the insurance company's HMO premium for single coverage.~~
- (ii) ~~Buy Up Plan: Employees who elect this coverage shall pay the difference between the premium charged by the insurance company and the amount paid by the Employer for HMO single coverage.~~

(b) **Dental Coverage.** The Employer will continue to offer a group dental plan, at the employee's expense, provided such coverage continues to be available.

(c) **Expanded Coverage.** **The Employer shall contribute to the payment of the insurance company's premiums for expanded coverage for eligible employees as set forth below:**

- (i) Eligible employees may elect expanded coverage under the Employer's group plan(s). ~~Employees with seven (7) years of seniority shall pay 40% of the premiums for expanded coverage. Employees with less than seven (7) years of seniority shall pay 50% of the premiums for expanded coverage. by paying the full difference between the premium charged by the insurance company for the type or category of coverage selected by the employee and the amount paid by the Employer for single HMO coverage in accordance with Section 12.02(a) above. Expanded coverage shall be defined as any type or category of insurance which exceeds or expands HMO single coverage.~~
- (ii) ~~Eligible employees hired on or before April 30, 2013 with seven (7) years seniority who elect expanded coverage under the Employer's group plan shall contribute the difference between the premium charged by the insurance company for the type or category of coverage selected by the~~

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~~employee and 100% of the premium for single HMO coverage, but not more than the amounts set forth below:~~

<u>Expanded Coverage</u>	<u>Maximum Employee Monthly Payment</u>
Parent/Child(ren)	\$600.00
Employee/Spouse	\$600.00
Family	\$1,000.00

- ~~Effective the Plan Year starting in 2015, the maximum employee monthly payment shall increase fifty (50%) of the dollar increase in premiums for each level of coverage. Thereafter, the maximum employee monthly payment shall increase each Plan Year fifty (50%) of the dollar increase in premiums for each level of coverage.~~
- (iii) ~~For employees hired on June 18, 2014, upon an eligible employee's seventh (7th) anniversary, the Employer will commence the adjustment, if any, of the employee's contribution pursuant to the terms set forth in paragraph 12(c)(ii), above, in the following calendar month.~~

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Union Proposal #14

12 Insurance

Add a new section 12.02d as follows:

Employees who choose not to participate in any of the Employer's group plans shall receive an additional \$1.50 per hour, which shall be applied to their base wage rate.

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Union Proposal #15

22 401(k) Plan

Modify as follows:

The employees shall be eligible to participate in the Employer's 401(k) Plan for bargaining unit employees in accordance with the provisions of the Plan. **The Employer shall match up to \$1,000 of employee contributions to the plan each year.**

The Employer shall pay the yearly maintenance expense for maintaining it. Employees are responsible for any per participant service fee and for any "fees" charged by any specific fund.

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