



AGREEMENT BETWEEN
MERCER HOME HEALTH CARE
AND
JNESO - DISTRICT COUNCIL 1, IUOE
FEBRUARY 1, 2022– JANUARY 31, 2025

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AGREEMENT

This Agreement is entered into this agreement as of 1st day of February 2022, by and between Mercer Home Health Care, Bordentown, New Jersey, hereinafter referred to as the “Employer” and JNESO, District Council 1 IUOE, AFL-CIO, hereinafter referred to as the “Union”

PREAMBLE

Whereas, it is the desire, intent of all parties to this Agreement promote mutual cooperation and understanding in the interest of maintaining quality patient care, and

Whereas, it is the desire, intent of all parties that this Agreement shall make provision to formulate rules to govern the relationship between them,

Now, therefore, the parties agree as follows:

ARTICLE 1 **RECOGNITION**

Section 1: Mercer Home Health Care, the employer, hereby recognizes the Union as the exclusive and sole representative for collective negotiations concerning salaries, hours of employment, and other terms and conditions of employment for all regular full-time, and regular part-time Registered Nurses including per diem and hourly employed nurses who are employed by the Employer at its Bordentown, New Jersey facility.

Section 2: DEFINITIONS

- a. **Classification** Employees shall be classified as: regular full-time, regular part-time, per diem, or hourly.

- b. **Regular Full-Time Employees** A “regular full-time employee” is an employee who has successfully completed a probationary period and is scheduled to work a forty hour work week, and is entitled to full benefits.

- c. **Regular Part-Time Employee** A “regular part-time employee” is one who has completed the probationary period and is scheduled to work a minimum of twenty-five (25) hours of work each week, and is entitled to certain benefits on a pro rate basis. Regular part-time employees are only entitled to benefits as expressly provided by this Agreement or mandated by Federal or State law.

- d. **Per Diem Employee** A “per diem employee” is an employee covered by this Agreement who is employed to see patients on a per diem basis, and is paid according to the terms and conditions agreed to and outlined in this Agreement. Per diem employees are not entitled to any benefits unless mandated by Federal or State law.

- e. **Hourly Employee** An hourly employee is an employee who performs a job function that requires an irregular schedule or a schedule of less than twenty-five (25) hours per week. Hourly employees are not entitled to any benefits unless mandated by Federal or State law.

ARTICLE 2
UNION MEMBERSHIP

Section 1: It shall be condition of employment with the Employer that nurses covered by this agreement shall become and

remain members in good standing of JNESO on the effective date of the Agreement, and pay membership dues in accordance with the bylaws JNESO. All nurses employed by the employer who are members of JNESO on the effective date of this Agreement shall maintain their membership in good standing as a condition of continued employment. New hires shall become and remain members in good standing of the Employer within thirty (30) days of employment.

Section 2: On a monthly basis, the Employer will give the Union notice of the hiring, termination, or approved leave of absence or any change of status for all nurses covered by this Agreement. The Employer shall supply a complete list of all registered nurses in the bargaining unit at least bi-annually (January and July), such list to include the name, complete mailing address, phone number, unit, employee status, and the date of employment. At the time of employment, a copy of this Agreement shall be given to each nurse.

Section 3: The Employer will endeavor to notify the Local President or his/her designee of the time and location of the orientation. The Local President/ designee will receive timely notification prior to the orientation. It is expected that the Local President/ Designee will meet within the first two weeks of employment.

Section 4: PROBATIONARY PERIOD

- a. Employment is contingent upon the successful completion of a four (4) month probationary period for any nurse. The Employer may request an extension of two additional months and their request shall not unreasonably be denied.

- b. Employee on probation shall receive benefits as specified in this Agreement.

Section 5: VACANCIES/OPENINGS

- a. All nursing vacancies will be posted on the Union bulletin board, anytime a vacancy is posted, a copy will be furnished to the Union office, with preferred treatment to present staff where qualified.
- b. If there are two or more equally qualified applicants for a position, as determined by the employer, preference shall be given (1) to an employee over a non-employee and (2) among those the most senior employee.
- c. All bargaining unit applicants for position shall be notified within five (5) working days for a after it has been filled.

ARTICLE 3
DEDUCTION OF UNION DUES

Section 1: Upon receipt of a written authorization from an employee, the Employer shall deduct a standard formula amount from the wages due to the employee and remit the regular dues so authorized.

Section 2: The Employer shall be relieved of making such deductions upon: (1) termination of employment; or (2) transfer to a job not included in the bargaining unit; or (3) layoff from work; or (4) unpaid leave of absence; or (5) revocation of the check-off authorization on ten (10) days' written notice to the Union and the Employer.

Section 3: Upon return of the employee from any of the enumerated absences set forth above, the Employer shall immediately resume the obligation to make the deductions.

Section 4: It is understood and agreed that such deductions shall only be for dues and initiation fees, all other Union assessments and fees being matters solely between the employees and the Union.

Section 5: The Employer shall not be obligated to make dues deductions of any kind from any employee who, during any month involved, shall have failed to receive wages.

Section 6: The Employer shall remit to the Union a bargaining unit payroll record for all bargaining unit employees indicating the dues deducted and the gross pay received for the preceding month, for each payroll by the 15th of each month. Said list shall include employees on leave and/or employees with no earnings during the period.

Section 7: It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article and the Union shall indemnify and save the Employer harmless against any and all claims, demands, suits and other forms of liability that may arise out of or by reason of any action, claim, demand or suit by any person which may involve or be in whole or in part based upon collection or deduction of any money by the Employer submitted to the Union in accordance with the terms of this Article or which may involve or be in whole or in part based upon the use of any monies by the Union which may have been collected or deducted by the Employer and remitted to the Union pursuant to this Article. Once the funds are remitted to

the Union, the disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE 4
NON- DISCRIMINATION

Section 1:

- a. The company shall not discriminate against any employee because of his or her Union activity or based upon any of the protected classifications contained in any applicable federal or state laws including Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act and The New Jersey Law Against Discrimination.
- b. The parties agree that the Union and the Company arbitrate violations of this Article. Nothing, however, contained within this Article mandates that any employee arbitrate any violations of this Article. Nor shall anything contained within this Article waive an employee's right to pursue any
- c. purported violation of this Article either before the appropriate federal or state administrative agency or before a federal or state court regardless of whether the Union brings a violation of this Article to arbitration.
- d. The wage scales and all other conditions and benefits set forth herein, shall apply equally at all persons, both male and female, employed under the female gender. All references to the male gender in this Agreement, shall be deemed to include the female gender.

Section 2: Should this Article or any portion of this Article be deemed unlawful under either federal, state or local laws, including but not limited to the Age Discrimination in Employment Act, the National Labor Relations Act or the Labor Management Relations Act or any other statutes, by a federal or state court, or a federal, state or local administrative agency, this Article and the obligations hereunder shall be deemed null and void and the Union shall have no further obligation to bring an arbitration proceeding for any purported violation of this Article.

ARTICLE 5
UNION REPRESENTATION

Section 1: Authorized agents of the Union shall have access to the Employer's office with prior approval during working hours for the purpose of adjusting disputes, investigating, work conditions, collection of dues, and ascertaining that the Agreement is being adhered to provided, however, that there is no interruption of the Employer's working schedule.

Section 2: The Employer agrees to provide a suitable bulletin board for the exclusive use of the Union, in a place accessible to all employees covered by the Agreement.

Section 3: Whenever any representative of the Union or any employee is mutually scheduled by the parties during working hours to participate in grievance proceedings, conferences, or meetings, such employees shall suffer no loss in pay or benefits.

Section 4: The work schedules of all bargaining unit employees elected as Union officers shall be adjusted to permit attendance at regular Union negotiations providing the Employer's operation shall not be impaired.

Section 5: Negotiating scheduling shall be on mutual times agreed to by both the Employer and the Union. In the negotiations for a successor agreement two (2) individuals from the Union team shall be considered on duty while they are present at negotiations (No overtime, however) up to thirty-two(32) hours.

Section 6: CONVENTION LEAVE

The Employer will agree to allow a maximum of three (3) days for two (2) Bargaining Unit Employees to attend the JNESO Annual convention/Education Conference. No request by a nurse for PTO will be denied if no regular full-time and regular part-time staff, or ten (10) percent of those employees, whichever is greater, have requested the same week and would subsequently be off at the same time.

ARTICLE 6

SEVERABILITY & SAVINGS CLAUSE

If any provision of this Agreement should be held or adjudged illegal or in violation of any present or future law or in violation by any tribunal of competent jurisdiction such adjudication shall not invalidate any other portion or provision of this Agreement nor relieve either party thereto from their remaining liabilities and obligations under this Agreement, but the same shall continue in full force and effect.

In the event that any part of the Agreement is held illegal as above mentioned, the parties agree promptly to meet in order to attempt to agree upon a proper and legal substitute for the invalid portion or provision only.

ARTICLE 7
NURSES RESPONSIBILITIES AND ACCOUNTABILITY

Section 1: The parties agree that a common goal and responsibility is to provide quality nursing care directed toward improving the physical, emotional, and social conditions of all clients and the community which the Employer serves. Furthermore, essential to this care is the respect for the patient's family's right to actively participate in the planning of care and the provisions of services.

Section 2: The parties recognize that community health nursing practice promotes and preserves the public's health; that public health activities change with changing technology and social values. However, the goals remain the same, to reduce the amount of disease, premature death, discomfort and disability, and that while community health nursing practice is directed toward individuals, families and groups, the concomitant responsibility is to the population as a whole.

Section 3: It is further agreed that the scope of professional nursing is practiced in accordance with legal and other criteria as set forth in the Employer's program manual and other standards which include:

- The New Jersey Nurse Practice Act
- The Standards of Practice for Registered Nurses in New Jersey
- The American Nurses Association (ANA) Standards of Community Health Nursing Practice
- The ANA Code of Ethics for Nurses
- State of New Jersey licensure requirements
- Federal and other regulatory requirements

Section 4: Subject to the rights and responsibilities of the Employer it is agreed that the nurse shall have the authority commensurate with his/her professional responsibility in accordance with the criteria set forth in Section 3 above of this Agreement.

Section 5: The Employer agrees that it will make every effort to adopt policies and job descriptions that fully utilize the education and competency of all nursing personnel in providing nursing services in accordance with the criteria set forth in Section 3 above of this Agreement.

Section 6: The parties further agree that it is the Employer's responsibility consistent with sound health care agency management practices to assure the provision of safe and adequate nursing care.

ARTICLE 8
NURSING PRACTICE AND LABOR MANAGEMENT
COMMITTEE

Section 1: The parties agree to maintain a Nursing Practice and Labor Management Committee ("NPLMC") which shall concern itself with matters related to professional nursing practice, including, but not limited to, productivity issues and matter of interest in the improvement of the Employer's nursing operations.

Section 2: Structure of the Committee: The NPLMC shall consist of **up to** four (4) members. Each of the parties to this Agreement shall appoint no less than two (2) members to serve on the Committee on an annual basis. Each member will serve a two year term, and new members will be appointed on alternate years and may serve consecutive terms.

Section 3: Meetings shall be held at mutually agreed times and shall be scheduled every three months at the same specified date and time no more than 2 hours, unless otherwise agreed upon by both parties.. The members of the Local attending such committee meeting shall not lose time or pay for time so spent.

Section 4: It is not a function of the Committee to concern itself with matters subject to grievance or negotiations. Agenda items will be shared with both parties a week prior to the meeting. Minutes will be taken by the Local Designee.

Section 5: The parties agree that the Committee will be advisory and communicative in nature. All recommendations will be strongly considered and implementation depends on majority approval. Matters discussed regarding. Nursing Practice shall not be subject to the grievance procedure or arbitration

ARTICLE 9
STIPENDS

Section 1: Mileage will be paid at the current Mercer Home Health Care rate of \$.45 cents for all regular full-time, regular part-time and per diem visiting nurses.

Section 2: Other ordinary, required expenses, (i.e. tolls and parking) will be paid per present practice.

Section 3: Both parties agree that the Employer, during the term of the contract, may raise the hiring rate for a new hire to a level necessary to meet hiring needs, and will only move up to the new level all employees with comparable experience and credentials appropriate to the position requirements whose rate is below such rate after meeting and negotiating with the union and reaching

mutual agreement with the union on issues of comparable experience and credentials.

Section 4: Each employee who has been provided a cell phone by the Employer shall be required to carry an activated call phone during all working hours in a pay period for the purpose of availability for telephonic communications with the Employer.

Section 5: Professional Attire Allowance

All full-time employees and part-time staff RNs shall receive three(3) sets of scrubs each year of the contract. All full and Part time liasions will receive two(2) lab coats each year o the contract.

ARTICLE 10
MANAGEMENT RIGHTS CLAUSE

Section 1: Except as they may be hereinafter expressly restricted by the specific terms of the Agreement, the rights and prerogative of the Company to manage its business, operations and affairs and to establish or modify terms and conditions of employment shall be unimpaired. The Company's not exercising rights hereby reserved to it or its exercising them in a particular way, shall not be deemed a waiver of said rights to exercise them in some other way not in conflict with the explicit terms of the Agreement.

Section 2: Included in the Company's rights to manages it s business, but not limited thereto and without in any way limiting the generality of Section 1, of this Article, is the right in its sole discretion, to hire, direct and schedule employees, to determine the qualifications and numbers of employees assigned to particular departments, jobs, to assign, reassign and transfer employees to and between departments, jobs, to select employees for training, upgrading and promotion, to hire part-time employees, to

discontinue, reorganize, change or combine departments, jobs, regardless of whether or not the same cause a reduction in the number of employees, to introduce new or improved or automated methods in the Company's facilities; to determine the starting and quitting time, hours of work, and overtime required, to establish and promulgate work rules and rules of conduct for employees and to require their observance, and in all respects to carry out, in addition, the ordinary and customary functions of management. The company will, on request meet with the Union to discuss changes in qualifications and/ or job duties.

ARTICLE 11
HEALTH AND SAFETY

Section 1: Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being. Employees shall not be required to make home care visits when the nurse and the nurse's supervisor deem it unsafe. If the nurse refuses to go on a visit for safety reasons and the supervisor does not concur, the matter will be referred to the Safety Review Committee to be comprised of two members of the bargaining unit as designated by the Union but excluding the nurse and supervisor in question, and two members of management. The Safety Review Committee may then refer the matter for further discussion to include members of the Ethics Committee.

Section 2: The Employer will maintain workers' compensation insurance coverage.

Section 3: The Employer shall reimburse employees for all costs incurred for associated tests that are mandated by the Employer.

Employees shall submit such requests for reimbursement within thirty (30) days of receipt of outstanding costs not covered by his/her health insurance. Health examination records are confidential and placed in the employee's individual health record and is a locked file.

Section 4: Nurses shall not be required to transport orientees, trainees or students.

ARTICLE 12
NURSING EDUCATION

Section 1: The parties recognize the need for the employee to participate in continuing education programs in professional nursing.

Section 2: The term education or educational as used in the Agreement shall include workshops, seminars, and conferences pertaining to professional nursing.

Section 3: Any educational program required by the employer will be funded by the employer.

Section 4: TUITION REIMBURSEMENT

- a. All regular full-time employees, and all regular part-time employees on a pro rata basis, who are covered by this Agreement and who have completed the probationary period will be eligible for reimbursement and tuition expenses for BSN or MSN work up to the amounts set forth below:

For the first fifty (50%) of credits toward a Bachelor Degree in Nursing, \$1, 750.00 per year

For the last fifty (50%) of credits toward a Bachelor Degree in Nursing, \$ 1,750.00 per year.

For a Master's Degree in Nursing, \$3000.00 per year

- b. Courses must be taken at an accredited college or university, and a grade of C or better must be obtained.

Section 5: CONTINUING EDUCATION

- a. For all regular full and regular part-time employees, registration fees for approved continuing education programs shall be paid by the Employer.
- b. For all regular full and part-time employees, the Employer agrees to grant time off during a work day for a total of one (1) seminar experiences via the Internet, audio or in person or in any combination thereof and will need to show proof of participation/attendance. Scheduling of this time will be subject to management approval based on operational need.

Section 6: CERTIFICATION

The employer agrees to pay the cost of an initial certification examination and subsequent recertification examination(s) in any areas of nursing practice where such certification is approved in advance by the Employer

ARTICLE 13
EVALUATION

Section 1: Written evaluation of the employee's performance will be presented yearly by the employee's immediate supervisor. Nurses shall sign or initial evaluations and thereby reflect receipt of them.

Section 2: A copy of each evaluation will be given to the employee and a conference will be held with the employee regarding the evaluation. If the employee does not accept the evaluation as written, the employee's written exceptions to the evaluation shall be attached to the evaluation. A nurse's signature or initials on any evaluation material shall indicate and acknowledge review, not necessarily agreement, with the content of the material.

ARTICLE 14
DISCIPLINE

Section 1: No employee who has successfully completed the probationary period shall be discharged, suspended, reprimanded or otherwise disciplined without JUST CAUSE and/or as per Mercer Home Health Policy and Procedure Policy No. 504, Effective Date 2013. Liaisons may be discharged only for proper reason, based upon Liaison job description. The arbitrator shall have no power to reverse the discharge of a Liaison employee unless the union can show that the discharge was not for a proper reason.

Section 2: A nurse may appeal a disciplinary action to the grievance procedure.

Section 3: Any nurse who is disciplined will be given, without charge, copies of any documentation used to support the action prior to the grievance meeting. Witness statements will only be provided to the JNESO Labor Representative handling the grievance and/or arbitration and the parties recognize that these documents are confidential.

Section 4: Any nurse called by the Employer to attend a disciplinary conference or investigation shall have the right to have Union representation, and the meeting shall be scheduled based on the reasonable availability of the parties.

Section 6: In order for disciplinary action against an employee to be valid, the following must occur:

- a. The employee must be informed of the disciplinary action;
- b. A notice/record of the disciplinary action must be placed in the employee's personnel file;
- c. The notice/record must include the reason for the disciplinary action and verification that the employee has been informed of the disciplinary action. Employees will sign acknowledging receipt.

Copies of such written notice/record shall be given to the Chief Steward or his/her designee and furnished to the Union by the Employer within one (1) working day or as soon thereafter as practicable from the date of issue.

ARTICLE 15
PAYMENT UPON SEPARATION

Any employee who is discharged must be paid in full for all wages and PTO banked time owed him/her by the employer by the next pay cycle.

ARTICLE 16
LAYOFF/RECALL

Section 1: In the event of a layoff within a job classification, probationary employees shall within that job classification shall be laid off first without regard to their individual periods of employment. Non-probationary employees shall be the next to be laid off on the basis of their classification seniority, least service first.

Section 2: Nurses who have been laid off will be given the opportunity to apply for another job classification at Mercer Home Health Care and/or any other Ocean Healthcare facility.

Section 3: No layoff shall commence without at least ten (10) working days written notice to the employee and the Union except in cases of emergency.

Section 4: Whenever a vacancy occurs, employees who are on layoff shall be recalled in accordance with their bargaining unit seniority, in the reverse order in which they were laid off, provided the employee is qualified to perform the duties of that position. A nurse recalled shall report within fourteen (14) working days (or sooner upon mutual agreement) or lose all seniority and recall rights. Further, a nurse shall advise the employer by telephone within five (5) days of receipt of the notice of recall of the intent to return to work.

Section 5: If a nurse is permanently laid off and has no recall rights, all PTO banked time will be paid out to the nurse.

ARTICLE 17
PERSONNEL FILE

Section 1: No negative entries shall be placed in any employee's file without a copy being given to the employee.

Section 2: Each nurse has the right to respond to all entries placed in his/her file. Any such response by the nurse shall be included in his/her file. Each nurse shall have the right to examine his/her file upon request and in the presence of a nursing manager or with the approval of a nursing manager, in the presence of other office personnel. Copies of the material contained therein shall be provided at cost, except for letter of reference.

ARTICLE 18
GRIEVANCE PROCEDURE

Section 1: Purpose

The parties agree that it is in the best interests of Labor-Management Relations that all the grievances should be resolved promptly, fairly, and equitable. To this end relevant and necessary information, material, and documents concerning any grievance shall be provided by the Union and the Employer upon written request to the other within a reasonable time which, where practical, will not exceed fifteen (15) working days. This entitlement does not include the use of written questions directed to individuals where the relevant and necessary information sought can be asked of witnesses or the management representative at the grievance hearing.

1. The following procedure, which may be initiated by an employee and/or the Union acting as his or her representative, or the Employer, shall be the sole and exclusive means of seeking adjustment and settling grievance (except as provided elsewhere in this Agreement).
2. Whenever any representative of the Union or any employee is mutually scheduled by the parties during working hours to participate in grievance procedures, such employees shall suffer no loss in pay in benefits.

Section 2: Definition of a Grievance

A grievance is an allegation by an employee, the Union, or the Employer, that there has been:

1. A breach, misrepresentation or improper application of the terms of this Agreement, or;
2. An arbitrary or discriminatory application of, or failure to act pursuant to the policies, rules or regulations of the Board of Nursing or statutes which establish terms and conditions of employment

Section 3: Procedure

STEP ONE: The nurse shall file a written grievance with the immediate supervisor. This shall happen no later than seven (7) working days of the occurrence, and the immediate supervisor shall respond in writing to the employee within two (2) working days of the presentation of the grievance. If the grievance is not resolved, the employer will reply and advise in writing to whom the grievance should be presented to in Step Two.

STEP TWO: The nurse shall within seven (7) working days of the response received to with a shop steward or other Union representative to either the Division Director and/or his/her designee. A meeting will be set up as soon as possible and no later than within ten (10) working days of receipt of the written notice. The Division Director and /or his/her designee shall respond in writing to the nurse and the Union representative within five (5) working days of the meeting. If the grievance is not resolved, or the decision isn't forthcoming in the prescribed time, the employee may proceed to Step Three.

STEP THREE: The nurse shall within five (5) working days after receipt of the Division Director's reply present the grievance to the Executive Director. A meeting shall be mutually scheduled within ten (10) working days of receipt of the request. The employee may be joined by the Union representative. A grievance is filed by the Employer shall be initially presented at the Step Three meeting and shall be presented to the Union representative. The Executive Director or the Union representative, as appropriate, shall respond in writing within five (5) working days of the meeting.

STEP FOUR: If the grievance is not settled at Step Three, then the Union and/or the Employer may refer the grievance to an impartial arbitrator for final, binding arbitration. Such demand shall be submitted on a rotating basis to with ten (10) working days after receipt of the reply or be conclusively deemed abandoned. The following is the list of agreed arbitrators 1. Martin Sheinman, 2. Ira Cure, 3. Elliot Shriftman, and 4. JJ Pierson. If any arbitrator is unwilling or unable to act, the replacement arbitrator shall be the next arbitrator in the rotation.

Section 4: The cost thereof to be borne equally between MHHC and JNESO, but each party shall bear its own cost of preparation, presentation, legal and other costs of the arbitration. The decision of the arbitrator shall be final and binding upon the parties.

The arbitrator shall render his decision within thirty (30) days after the matter has been submitted to him/her unless the parties by mutual agreement, extend such time limit.

The arbitrator shall have no power to add to, subtract from or to change any of the terms or conditions of this Agreement.

ARTICLE 19
NO STRIKE/NO LOCKOUT

Section 1: The Union, its representatives and the employees covered by this Agreement agree, individually and collectively, that during the term of this Agreement or any extension thereof none of them will call, authorize, encourage (by action or inaction) or engage in any slowdown, strike, sympathy strike, sick-out, picketing, honoring the picket lines of others at the Company, or other activity which in any way interfere with the business of the Company. In the event of such activity, the Union agrees that it will take all reasonable steps within in power to end it.

Section 2: The Company agrees it will not lock out any of its employees during the term of this Agreement or any extension thereof.

Section 3: The parties recognize the right of the Company to take disciplinary action, including discharge, against any employee who participate in violation of Section I. If challenged, the discipline shall not be subject to review upon any ground other than the employee did not take part in the activity.

ARTICLE 20
PRECEPTOR PROGRAM

Section 1: Preceptors provide individualized assistance and attention to newly hired Staff Nurses in order to facilitate their transition into the organization.

Section 2: Preceptors will be selected by MHHC based upon such factors as clinical competency, communication and interpersonal skills, and a minimum of one year (1) of service with the MHHC and a minimum of one (1) year of homecare experience, if available. All of the current visiting nurse staff, at the signing of this agreement, are eligible for selection. Visiting nurses selected to precept will meet with the clinical supervisor to review the plan and schedule for orientation. If the newly hired staff nurse requires additional precepting/orientation beyond 6 months, an extension of three months may be required and written notice will be given.

Section 3 Precepting will be rotated equally among the MHHC selected preceptors.

Section 4: Any preceptor may withdraw from preceptor status at any time by providing written notice to MHHC. In addition, MHHC may provide orientation for newly hired staff nurses through other means and methods but not to replace the role and work of the preceptors.

Section 5: Preceptors will be paid a one time bonus of up to \$500 upon the completion of 6 weeks of orientation. If the orientee leaves prior to the completion of the six week, the preceptor will receive \$85 a week for each completed week of orientation.

Section 6: Current Liaisons will be paid \$2.50 an hour more when precepting newly hired liaisons.

Section 7: Preceptors may have a reduced case load while they are precepting.

ARTICLE 21
SCOPE OF BARGAINING

The parties acknowledge and agree that during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter included by law within the area of collective bargaining, and that all understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement expressly supersedes any practices, understandings and agreements not specifically provided for and incorporated in this Agreement. This Agreement thus contains the entire understandings, undertaking and agreement of the parties hereto and finally determines and settles all matters of collective bargaining for and during its term, except as may be otherwise specifically and expressly provided herein. Changes in this Agreement, whether by addition, waivers, deletions, amendments or modifications, must be mutually agreed upon in writing signed by both parties.

ARTICLE 22
RESIGNATION

In the event an employee resigns, two (2) weeks written notice must be given in advance to be entitled to receive any acquired PTO benefits under this Contract upon resignation.

ARTICLE 23
SENIORITY

Section 1: Seniority is defined as the length of time an employee has been continuously employed as a regular full-time or regular part-time registered nurse by the Employer under the terms of this Agreement. An employee's seniority shall commence on the date of hire with the employer.

Section 2: Seniority shall apply in the computation and determination of eligibility for all benefits where length of service is a factor. Seniority will apply to (a) layoff and recall, (b) PTO scheduling, and (c) "on-call" scheduling.

Section 3: Per diem employees who work less than an average of 24 hours a week and hourly employees do not accrue seniority. A per diem employee that works an average of 24 hours a week over any 6 month period from date of hire period will have those months counted for seniority. Should, however, a per diem or hourly employee convert to the status of a regular part-time or regular full-time employee, such employee's most recent continuous length of service, defined as a lapse of no greater than six (6) months between actual work assignments, shall receive recognition for such continuous length of service for calculation of PTO entitlement. The method of calculation shall be as follows:

Calculate the amount of time worked as a per diem and/or hourly in a continuous relationship with MHHC in the bargaining unit (Calculation method: Annual earnings for a per diem ÷ by the average hourly pay for the year in question = the number of work hours of service credit. The total of work hours service credit for each year of employment for either a per diem or an hourly ÷ by

2080 will provide the amount of service credit for the employee.) Service credit will be used only to calculate PTO entitlement. The employee's actual seniority date shall be the date the employee becomes a regular full-time employee.

Continuous length of service as defined above shall also be recognized for non-bargaining unit employee who transitions to a position as a regular full-time or regular part-time registered nurse in the bargaining unit for calculation of PTO entitlement. The above calculation shall be used to calculate the amount of service credit for the employee to be used to determine the amount of vacation entitlement. The employee's actual seniority date shall be the date the employee becomes a regular full-time or regular part-time registered nurse in the bargaining unit. Further, should a non-bargaining unit employee transition to a position as a per diem or hourly registered nurse in the bargaining unit and subsequently transition to a regular full-time or regular part-time registered nurse in the bargaining agreement, the non-bargaining unit employment and the per diem and/or hourly employment will be bridged for purposes of calculation of PTO entitlement provided the continuous service requirement is met.

ARTICLE 24 **BENEFITS**

Section 1: Benefits for eligible new hires, regular full time and part time, shall be available consistent with the terms of the respective Plan provisions following the completion of 90 days of employment.

Section 2: All regular full-time employees and regular benefit eligible part-time employees receive the following benefits in addition to the federal and state mandated benefits:

- a. health insurance including
 - i. hospitalization
 - ii. prescription coverage
- b. dental insurance;
- c. Vision

Section 3:

During open enrollment each year any eligible employee who chooses not to enroll in the employer's medical insurance coverage and can provide proof of coverage elsewhere shall receive an insurance waiver payment of two hundred and twenty-five dollars (\$225.00)

Section 4:

The Employer shall provide the opportunity to employees to purchase voluntary life insurance coverage.

Section 5: 401K

- a. 401K available through Mercer Home Health Care. All employees may participate in the Plan pursuant to Plan provisions.
- b. If for any reason the Employer does not forward the withheld amounts to the Plan within the required time period, the Employer shall promptly provide written notice to the Union and the affected employee (s) of such failure. For the avoidance of doubt, such written notice shall not excuse the Employer's failure to forward the withheld amounts in a timely manner

Section 6: The employee benefit plans heretofore mentioned with all provisions, coverages, and premium contributions in effect at the signing of this agreement, will remain in effect for the duration of this agreement and afterward except that the employer may change plans and substitute coverages that are the substantially the same or better. may further change insurance companies or protections to obtain the benefits provided hereunder, provided the new insurance contract or plan contains substantially the same or better.

The Employer will communicate with the Union in advance of open enrollment of any changes made in the company's health plans and with regard to the content of any new benefits and will, upon request, execute a letter of agreement specifying any agreed upon new benefits.

Section 7: Malpractice Insurance

The Employer will make a good faith effort to buy "tail" insurance for malpractice claims arising after the employer's closure or sale of business.

ARTICLE 25
LEAVE OF ABSENCE

Section 1:

- a. Approval of requests for an unpaid leave of absence for reasons that do not qualify under the federal Family and Medical Leave Act ("FMLA") and the New Jersey

Family Leave Act ("NJFLA") shall not be unreasonably withheld. In the event that the employee is unable in good faith to grant a request for unpaid leave of absence, the employer will set forth in writing the reason (s) for the denial. An employee who is on a leave of absence for medical reasons must provide written notice of his/her status to the Employer every thirty (30) calendar days. Each employee who plans to return to work from a leave of absence must give the Employer two (2) weeks written notice of his/her anticipated date of return.

- b. The authorized leave of absence shall not exceed three (3) months. One extension may be granted, in the employer's sole discretion, for an additional three (3) months. No extension will be approved beyond a total of six months in any twelve (12) consecutive calendar months.
- c. All employees who receive leaves of absence shall be guaranteed return to their position at the time the leave was granted. There shall be no loss of seniority during the leave.
- d. Unless otherwise required by law, employees on unpaid leave of absence shall not accrue benefits while on such leave. However, employees on unpaid leave of absence can continue medical coverage set forth in Article 24 to the extent permitted by the Plans, and unless otherwise provided by law, such continuation shall be at the employee current contribution rates.

Section 2: This contract shall conform with the terms and conditions of the New Jersey Family Leave Act and the Federal Family and Medical Leave Act. Unless otherwise provided by law, an employee is required to exhaust all available accrued but unused paid time off during a leave of absence pursuant to the FMLA and/or

NJFLA, except that an employee shall not be required to use up to a maximum of 5 days of unused paid time off during such leave.

Section 3: BEREAVEMENT LEAVE

All regular full-time employees shall be entitled to three (3) days bereavement leave with pay for all time actually lost because of the event of a death for a member of his/her immediate family defined as: legal; mother, father, daughter, son, brother, sister, grandfather, grandmother, grandchild, spouse, current father-in-law, current mother-in-law, current son-in-law, current daughter-in-law, domestic partner and civil union partner, and one (1) day with pay for the following legal relatives: niece, nephew, aunt, uncle, current brother-in-law, current sister-in-law. All regular part-time employees shall be entitled to time off as provided herein and shall be paid on a pro rata basis. Proof of relationship and death shall be provided upon request.

Section 4: JURY DUTY

When a regular full-time or regular part-time employee receives a jury duty notice, she/he shall promptly notify her/his supervisor. When an employee is called for jury service, she/he shall be paid her/his regular rate for the time lost for regular working hours, up to a maximum of eighty (80) hours for a regular full-time employee and on a pro rata basis of this amount for a regular part-time employee. Any fees received from such jury duty will be rendered to the Employer when received, with the exception of mileage and meals. Proof of such service shall be provided.

ARTICLE 26
PAID TIME OFF

Section 1:

All full-time and part-time nursing staff will be eligible to accrue Paid Time Off (PTO). Full-time nursing staff is awarded a total of 22 PTO days with the addition of 1 day per year of employment up to a total of 40 days total. Part-time nursing staff receives a prorated amount annually with a prorated additional amount and total. PTO time is inclusive of all reasons an employee may have for an absence from work as well as for any time the Employer determines that the office will be closed as in the instance of a Holiday with the exception of an emergency closure ordered by the Employer.

- PTO time accrual begins at the time of hire. Accrued time may be used after the successful completion of 90-days employment. The addition of PTO time to the employee's bank of time for the year as noted in the section above will occur on the employee's anniversary date of hire. This will result in a change in the rate of accrual.
- PTO time must be accrued prior to use. Time off will not be permitted unless there is adequate time accrued. If any part, or all of, a day an employee is absent from work is not covered by accrued PTO time, the employee will not be paid for that time.

All regular full-time and part-time employees may request up to two weeks off in advance of the calendar year. Requests for the upcoming year will be accepted from October 1 through December 15th of the prior year. A response will be provided within ten (10) days, of the conclusion of the sign up period. These requests will be

awarded based on seniority. After that period, the following method will be used: In requesting time off throughout the year, the staff should put in their requests at least 2 weeks in advance in order to be considered. Time off will be granted on a first-come, first-served basis. In the event that two or more employees have time requests in at the same time, the most senior employee will have the time off approved.

- No more than one nurse per week day or weekend day, or a maximum of 10% of the nursing staff, will be approved for time off unless there is adequate coverage that can be obtained and Employer approval is obtained. The nurses may independently request coverage or day exchange(s) with their peers. This coverage or exchange must be pre-approved by the Employer.
- Any amount of PTO time approved and scheduled may be cancelled by the Employer in the event the employee exceeds their accrued PTO time available for use. Each case will be taken on a case by case basis.

All employees are expected to take their accrued time off in the calendar year for which it is provided. At the end of each calendar year, an employee may request to be paid out for 15% of their accrued PTO time for the year once they have reached the anniversary date of hire. Up to 10 days of any further remaining accrued, unused PTO time will be carried over.

- Employees resigning from Mercer Home Health Care that give adequate notice may use no further PTO time but are instead eligible for pay out of any remaining accrued, unused PTO time. This will be paid out in the pay period following their last pay period worked.

ARTICLE 27
HOURS OF WORK AND WORK ASSIGNMENTS

Section 1: The standard work week for regular full-time nursing employees of Mercer Home Health Care will be 40 hours/ week exclusive of meal periods. This may be (5) days, (8) eight hours per day exclusive of meal periods or, at management's discretion if management and employee agree to a mutually acceptable alternate work schedules-provided they meet the required hours to meet the regular full-time or regular part-time definitions.

Section 2: Available work schedules shall be posted for regular full-time and regular part-time visiting nurses selected by employees and awarded on the basis of seniority.

Work times and schedules are based on the agreement at the time of hire between regular full-time and regular part-time visiting nurse and MHHC and will not be changed arbitrarily or capriciously. These schedules may be posted when openings arise. The current visiting nurse staff may request to be considered for an open work schedule within (14) fourteen days of

- a. A staff member resignation or
- b. Initiation of Employer advertising for additional staff

Requests will be awarded on the basis of seniority of those expressing written interest and initiated as expeditiously as possible; however, in no event shall it exceed ninety (90) days of approval. After the (14) fourteen days, applicants will be offered the open schedule and no current staff will be eligible to request it.

Section 3: The standard work day shall fall between the hours of 7am and 8pm.

Section 4: Scheduling of patient visits that require any full-time or regular part-time visiting nurse to regularly work hours other than their standard daily hours will be avoided. In the instance where a visit is necessary outside of the hours of work of the current visiting staff, the following procedure will apply.

a. Cell phone on-call

- i) A nurse will be on call via cell phone each day starting Monday at 4:30 pm and ending at 8 am the following Monday. The nurse will be responsible for receiving calls from the answering service, telephone triage for patients, and for making visits if needed.
- ii) Regular full-time, regular part-time and per diem visiting nurses will be permitted to sign up for weekly cell phone on-call up to four (4) months in advance. If there are insufficient volunteers for this position, weekly assignments for this position will be rotated among all regular full-time, regular part-time visiting nurses by seniority for sign up. Those failing to sign up will be assigned open slots by the Employer. A regular part-time visiting nurse shall, in instances of insufficient volunteers, be subject to assignment every other time such nurse's name is reached on the seniority list.
- iii) If coverage cannot be obtained with the first and second steps above, or even if obtained there is additional work which cannot be reasonably accomplished, regular full-time, part-time will be assigned the visit(s) or the telephone triage in reverse order of seniority. The nurse(s) will then rotate to the bottom of the seniority list.

b. Weekend on-call:

- i) Regular full-time and regular part-time visiting nurses, excluding those whose regular work schedules include Saturday and/or Sunday, will sign up for weekend on-call based on seniority. If a nurse is scheduled to be on vacation for a full week, such nurse shall not be considered available to work on the weekends connected to the vacation, which may affect the order of preference of the other nurses.
- ii) The weekend on-call nurse will be available from 8 am to 4:30 PM Saturday and Sunday to receive patient assignments. The weekend on call nurse will be compensated for actual time worked. The nurse may be required to take off an amount of time equal to the actual time worked respectively. The nurse may choose either Monday, Tuesday, Wednesday or Thursday in that pay week to have off. The nurse, with the agreement of management, may choose to work her/his regular schedule in addition to working the weekend day(s), thus potentially putting her/him into voluntary overtime.
- iii) If no patients have been assigned to the weekend on-call nurse by 4:30, the weekend on-call nurse is then released from duty for the day.
- iv) If coverage cannot be obtained with the step above, or even if obtained there is additional work which cannot be reasonably accomplished a regular full-time and/or part-time nurse will be assigned the visits first by volunteer and if there are not sufficient volunteers, then

in reverse order of seniority. The nurse(s) will then rotate to the bottom of the seniority list.

c. **Holiday on-call:**

The Office is closed on the day of following the major holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

- i) Regular full-time, regular part-time visiting nurses will sign up for each holiday on-call to be available by phone for assignments. Assignments for this position will be rotated among all regular full-time and regular part-time visiting nurses by seniority-based sign up on an annual basis. If there are more visiting nurse staff members than recognized holidays per year the sign up will continue into the next year holidays for as many slots as there are nurses participating in the sign up process. If at any time, a slot becomes unfilled, then the process as outlined in section iv) below will be utilized to provide coverage.
- ii) Per Diem staff is to sign up to be available to work one winter and one summer holiday per year. This sign up will not supersede the sign up that occurs for full-time and part-time visiting nurses and if not needed, the per diem will be cancelled first.
- iii) If coverage cannot be obtained with the step above, or even if obtained there is additional work which cannot

be reasonably accomplished, regular full-time, part-time or per diem nurses will be assigned the visit in reverse order of seniority. The nurse(s) will then rotate to the bottom of the seniority list.

- iv) The holiday on call nurse(s) will be available by cell phone to the nursing supervisor from 8 am to 4:30pm and to the Answering Service from 4:30pm to 8:00am the next morning (24 hours). The holiday on call nurse will be compensated for actual time worked. If a holiday falls on the employee's regularly scheduled day off, the nurse may be required to take off an amount of time equal to the actual time worked. This nurse may choose an alternate day after the holiday in that same pay week to have off. This day off must be approved by management and an alternate day may be assigned based on agency need. As an exception to this, with the agreement of management, the nurse may choose to work her/his regular schedule in addition to working the holiday, thus potentially putting her/him into voluntary overtime.

d. Liaison Nurse Rotation

Liaison nurses will participate in facility / referral source events, community events and marketing opportunities as part of their role on an as needed basis and as determined by the Employer. Liaisons will assist the office with obtaining necessary documentation related to referrals, medical records and billing from facilities and physicians as needed. This assistance is not considered an event but instead a routine part of the role.

The Agency Marketer will primarily be responsible to arrange, provide supplies for and participate in, community, facility/

referral source or physician related events. In that person's absence, or if additional assistance is needed, the liaisons will be responsible to cover the activities and events. Volunteers for coverage and / or assistance will be sought if possible. Activities may be cancelled at the discretion of management. The events will be posted as soon as possible for the entire staff to be aware of event participation and potential volunteer or voluntary overtime opportunities.

Liaisons are to assist with and participate in events that directly relate to their covered facilities and to related physicians or to the facilities and related physicians of the other liaisons in their absence if needed.

- i) Regular full time and part time liaisons will sign up for participation in or coverage of, all events that are arranged by the Agency Marketer or employer if the need exists due to the Marketer being unavailable or in need of additional assistance. In the event that there are no volunteers to provide that coverage, the liaison staff will be required to provide coverage. Coverage sign up is based on liaison seniority. Not more than 10 weekend /weekday events in a 12 month period will be required of a liaison nurse. If a liaison is scheduled to be on vacation for a week, such liaison shall not be considered available to cover events falling on the weekends connected to the vacation, which may affect the order of preference of the other liaisons.
- ii) Per Diem liaison staff is required to sign up to work four events per year if the need arises.
- iii) If coverage cannot be obtained with the step above, or even if obtained there is additional coverage which cannot be reasonably accomplished, regular full-time,

part-time will be assigned the visit in reverse order of seniority. The liaison(s) will then rotate to the bottom of the liaison seniority list.

- iv) If an event or opportunity falls on the employee's regularly scheduled day off, the nurse may be required to take off an amount of time equal to the actual time worked. This liaison may choose an alternate day after the event or opportunity in that same pay week to have off. This day off must be approved by management and an alternate day may be assigned based on agency need. The nurse, with the agreement of management, may choose to work her/his regular schedule in addition to working the event or opportunity time, thus potentially putting her/ him into voluntary overtime.

Section 5: The parties agree to flexible scheduling of work hours for those employees who desire to work flexible hours, subject to the provisions of this section, and with the approval of management, which approval should not be unreasonably withheld. Flexible work hours may remain in effect as long as is advantageous to the employee, the employer and the patients.

Employees may also request to work alternate schedules in the same pay week surrounding the major holidays listed in Section c. above if there are sufficient patient visits to fill that alternate day and as approved by the Employer. These requests will be granted in the order of seniority.

ARTICLE 28
SALARY AND PER DIEM RATES

Section 1: Pay dates shall be every other Thursday.

Section 2: The Employer agrees to the wage increases for regular full-time and regular part-time employees as set forth

Section 3: Overtime will be paid at time and one-half after forty (40) hours per week. All overtime worked shall be with the prior approval of supervision.

Section 4: Per Diem Rates

a.	Current	2%	1.5%	1.5%
	1-Feb-21	1-Feb-22	1-Feb23	1-Feb-24
New Admission	\$76.95	\$78.49	\$79.67	\$80.87
Recertification (ROC)	\$76.95	\$78.49	\$79.67	\$80.87
Revisit	\$45.26	\$46.17	\$46.86	\$47.56
Revisit w/OASIS	\$47.53	\$48.48	\$49.21	\$49.95

Further, any per diem nurse who makes three (3) or more new visits in a work week shall receive **\$85.00** for the third new /ROC visit and each subsequent new visit in such work week.

The hourly rate is **\$32.00** for in-services, employer meetings, and telephone discharges :

	Current	2%	1.5%	1.5%
	1-Feb-21	1-Feb-22	1-Feb-23	1-Feb-24
Per Diem Liaisons	\$38.55	\$39.32	\$39.91	\$40.51
b. Holidays	Current	2%	1.5%	1.5%
	1-Feb-21	1-Feb-22	1-Feb-23	1-Feb-24
Recertification (ROC) (which new visit will not be credited toward the three (3) or more new visits addressed in the proceeding sentence)	\$98.48	\$100.45	\$101.96	\$103.49
Revisit	\$64.50	\$ 65.79	\$66.78	\$67.80
Revisit w/OASIS	\$71.29	\$72.72	\$73.81	\$74.93

c. Nurses who are paid on a per diem basis will:

1. Receive an additional \$5.00 for each visit made on a weekend only for a new/ROC, a revisit and a revisit with OASIS; and
2. Nurses with a relevant current certification, consistent with the provisions of Appendix A, receive an additional

\$2.00 per visit, if paid on a per visit basis and, if paid on an hourly basis, **\$2.00 per hour**.

- d. At the employer's discretion, a per diem nurse may be offered the option of receiving a \$60.00 case management fee as consideration of the commitment to be responsible for the case management of a patient.

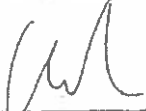
ARTICLE 29
DURATION

Section 1:

This Agreement shall remain in full force and effect from February 1, 2022, to January 31, 2025. And shall be automatically renewed on a year to year basis thereafter unless either party may serve upon the other party a written notice of intention to amend or terminate this Agreement. The notice must be served at least sixty (60) days before the anniversary date of the expiration of the Agreement.

Signed by the Employer and the Union

Mercer Home Health Care



Avi Maierovits

Mercer Home Health

MESO, District Council 1/ UOE



Meredith Larson

Labor Representative



Ellena Osborne

Labor Representative



Lisa Miller

Local Negotiations Team Member

February 5, 2015

Mr. Zalman Drew, LNHA
Chief Operating Officer
Ocean Healthcare Management
485 River Ave.
Lakewood NJ 08701

Re: Article 26 Paid Time Off

Dear Mr. Drew:

The following was agreed to between the parties with respect to the agreement as negotiated on February 1, 2015 for the 2015 to 2018 agreement.

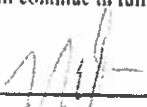
1. All full-time and part-time nursing staff will be eligible to accrue Paid Time Off (PTO). Full-time nursing staff is awarded a total of 22 PTO days with the addition of 1 day per year of employment up to a total of 38 days total. Part-time nursing staff receives a prorated amount annually with a prorated additional amount and total.
2. Those full time and part time nursing staff hired prior to the ratification of this agreement and those with less than 5 years of service will receive 25 PTO days with the addition of 1 day per year of employment up to a total of thirty-eight (38) days total. Part-time nursing staff receives a prorated amount annually with a prorated additional amount and total.
3. Those full time and part time nursing staff hired prior to the ratification of this agreement and those with more than five (5) years of service but less than ten (10) years will receive 28 PTO days with the addition of 1 day per year of employment up to a total of thirty-eight (38) days total. Part-time nursing staff receives a prorated amount annually with a prorated additional amount and total.
4. Those full time and part time nursing staff hired prior to the ratification of this agreement and those with more than ten (10) years of service but less than fifteen (15) years will receive 29 PTO days with the

addition of 1 day per year of employment up to a total of thirty-eight (38) days total. Part-time nursing staff receives a prorated amount annually with a prorated additional amount and total.

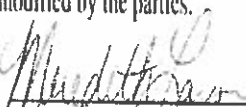
5. Those full time and part time nursing staff hired prior to the ratification of this agreement and those with more than fifteen (15) years of service will receive 30 PTO days with the addition of 1 day per year of employment up to a total of thirty-eight (38) days total. Part-time nursing staff receives a prorated amount annually with a prorated additional amount and total.

The employees that fall under this agreement will receive their days retroactively for the 2014 contract year.

By countersignature below the parties agree to abide by the terms of this side letter. The side letter shall continue in full force and effect until jointly modified by the parties.



Mr. Zelman Drew
Chief Operating Officer



Ms. Meredith Larson
Labor Representative

APPENDIX A

The base annual pay of all regular full-time visiting nurses and liaison nurses will be paid as per the scale below:

Home Care and Liaison	New Employees	Depending on the hire date of the new employee, employee will be eligible for the following increases.	1-Feb-2023	1-Feb-2024
Years of Experience*			2%	2%
0-5 years	\$76,003.00			
5+	\$80,197.39			
Home Care and Liaison	Current Employees	1-Feb-22	1-Feb-23	1-Feb-24
		3%	2%	2%
	\$76,003.00	\$78,283.09	\$79,848.75	\$81,445.73
	\$80,197.39	\$82,603.31	\$84,255.38	\$85,940.49

Longevity Bonus:

In the first pay period following the ratification of this agreement, nurses with the following years of service (Mercer Street Friends and Mercer Home Health Care) shall receive:

Hired on or about 5/1/2017 thru 10 years of service: \$1.50 per hour will be added to an employee’s hourly base rate of pay
10 + years of service: An additional \$1.00 for a total of \$ 2.50 per hour will be added to an employee’s hourly base rate of pay

Effective immediately, an additional \$2.00 per hour will be added to an employee’s hourly base rate of pay for relevant current certification.

*** Years of Experience applicable would be Hospital, LTC, SNF and Home Care Nursing.**

APPENDIX B

STIPENDS EFFECTIVE IMMEDIATELY

Weekly cell phone on-call:

4:30pm to 8:00am from 4:30pm Monday-8:00am the following Monday; **\$245/week \$35.00/day**
(Excluding major holidays as described below)

Visits: Time and one-half will be paid after 40 hours
Scheduled: time and one-half for hours worked

Weekend on-call:

At 8:00am to 4:30pm available for assignment **\$100.00** and visit time if a visit is required.

Major Holiday Call:

Available by cell phone to nursing supervisor 8:00am to 4:30pm and to the answering service 4:30pm to 8:00am the next day: **\$40.00** and for the on-call nurse **\$70.00** and actual visit time if a visit is required (For visiting nurses, only, the foregoing holidays shall be recognized on the days the actual holidays falls regardless of the days of observance by Mercer Home Health Care.)

- If no volunteers, assignment is done on seniority rotation based from among regular full-time and regular part-time visiting nurses in accordance with the provisions of the Agreement.

NOTE: Cell phone assignments will not routinely include home health aide calls. Rather, such calls shall be directed to Mercer Home Health Aide Department.