

Honorable Anthony Romano
Chairman, Hudson County Board of Chosen Freeholders
567 Pavonia Ave
Jersey City, NJ 07306

Dear Chairman Romano:

The Hospital is aware the Board of Freeholders voted on a resolution proposed by Freeholder O'Dea at last week's Board meeting after substantial comment from union leaders and officials. I know you were not the author of the proposed resolution, and yet before the Hospital responds, if at all, we wanted to know exactly what the Freeholders intended to call for in this Resolution.

The Resolution calls for the Hospital to "extend" the old contracts, and to engage in a "cooling off" period for 60 days. We want to understand just what the Board meant.

The Hospital's contract proposals have been implemented, and provide for the following:

1. Immediate pay raises for several job classification, by as much as \$1/hour
2. Access to Clinical Ladder starting immediately, which will provide employees in all departments (not just nursing) with 4% lump sum bonuses as soon as their application is approved by the Professional Practice committee
3. Benefits including free healthcare at the hospital as part of our Inner Circle
4. Up to 5% bonus if the hospital hits goals set by the Board of Trustees
5. Range shifts which raise base pay on certain anniversary dates.
6. Access to an Emergency Leave bank of PTO hours that pays employee for time that would otherwise have been unpaid in the case of family emergencies, and does not punish them for the absence like the current contract does.
7. Tuition Reimbursement and Uniform allowances were increased

It is unlawful to "partially implement" a contract proposal under these circumstances, so we would be faced either with rescinding the terms of the new contract proposal and replacing them with the old contract terms, OR keeping the new terms and continuing to negotiate with the union over the open issues and effects of the implementation.

Does the Board of Freeholders want JCMC to "un-implement" (i.e., rescind) the pay increases and enhancements that have already been made and take away money?

The implementation in the dietary department meant that employees got a 2% bonus for having voted for the contract (by about 2:1 in an employee conducted vote.)

Does the Board of Freeholders want us to rescind that bonus and withhold that amount from our employees' checks to recapture it?

The old contract required employees to pay approximately 2% of their pay to the union. That provision expired with the old contract, (however compulsory dues are included in the new proposals if and when the union ratifies a new contract).

The dues check off authorizations expired with the old agreement, making it questionable as to whether we have the authority to withhold dues without an employee's permission, expressly granted. In other words, employees' paychecks are bigger, because everyone has the amount in their paycheck that used to go to the union.

Does the Board of Freeholders want JCMC to begin withholding dues from the employees' paychecks again, and would you be willing to indemnify us if employees bring an action against the hospital for withholding these dues payments?

The President of the United States has the authority to order a "cooling off" period under narrow conditions, like national emergencies. That declaration prohibits strikes or lockouts. It is a term of art. We understand what that means because there is precedent.

Does the Board of Freeholders want JCMC and the unions to "cool off" for 60 days and by so doing is it purporting to prohibit either party from exercising its rights under the National Labor Relations Act as prescribed by Congress?

Freeholder O'Dea appeared to instruct the county to withhold payments to JCMC for such things as treatment and prevention of HIV, healthcare for inmates and behavioral health programs, pending the resolution of the negotiations.

Was that instruction acted upon by the Board, or would it require further action by the Board in order to be effectuated?

Chairman Romano, thank you in advance for trying to secure answers to these questions on a resolution that was in-artfully drafted. We appreciate any help providing clarity so that the Hospital may be better informed, at the very least, of what is being asked.

Regards,

PS: We continue to speak with federal mediators – we hope the union will do the same. Meanwhile, as you can see from the contract offers provided by the Hospital, much of the criticism about what is included is simply misplaced. There is no reduction in pay for anyone, and employees who CHOOSE to have their lunch hour shortened will have their pay grossed up NOT by 1% but by an additional 6.6% so that they are made whole. Pay for performance, as you can see, is not dependent on any employee evaluation, but rather on goals set by the Board for the Hospital as a whole. Seniority is not done away with, but before people are placed in a job they are required to be able to perform the job.

These are a few of the misconceptions we heard from union leaders – misconceptions we hope the mediators can clear up for them if and when they agree to meet.