

TERMINATION AGREEMENT

This Termination **Agreement** made and entered into this 15th day of July 2022, The Harborage (hereinafter "Employer") and Health Professionals and Allied Employees and its local (hereinafter "Union");

WHEREAS, the Employer and the Union negotiated in good faith during three (3) days of effects bargaining concerning the Employer's decision to sell The Harborage to Complete Care Management; and

WHEREAS, the Employer and the Union negotiated in good faith the effects of the above-referenced decision upon the bargaining unit team members represented by the Union;
and

WHEREAS, after said negotiations the Employer and the Union have agreed upon the settlement of all rights and liabilities each may have to the other arising under applicable law; and

WHEREAS, the parties agree that the terms and conditions of this Termination Agreement are conditioned upon the completion of the sale to Complete Care Management and a smooth and orderly transition of the Employer's above-referenced operations to Complete Care Management;

NOW THEREFORE, the Employer and the Union on behalf of itself and the members of the bargaining unit agree that the below terms set forth the full and final obligations of the parties:

1. Within thirty (30) days of completion of sale all accrued PTO will be paid to employees, by separate check. A complete list of employees receiving the payout will be provided to the Union and if there is any dispute HMH agrees to resolve such disputes by December 31, 2022.

2. Within thirty (30) days of completion of sale all accrued Holiday time for New Year's Day, Memorial Day and 4th of July will be paid to all employees, by separate check, who have not used above mentioned holiday as of completion of sale to Complete Care Management. A complete list of those employees receiving the payout will be provided to the Union and if there is any dispute HMH agrees to resolve such disputes by December 31, 2022.

3. Any employee currently enrolled in the Tuition Reimbursement Program as outlined in the current CBA, will have 100% of all expenses covered until December 31, 2022.

4. Any current employee in the bargaining unit will have one-hundred and twenty days (120) after the completion of sale to transfer to a similar open position at Hackensack/Palisades Medical Center and maintain seniority at 100%. Salary and benefits shall be consistent with Palisades applicable CBA. There will also be a ten (10) week transition period for said transfers.

5. All current bargaining unit employees will receive an additional 1% ACB raise effective first full pay period in July of 2022, with retro pay back to May 29, 2022.

6. The Union warrants that as of the date of this Agreement there are no facts known to them that could form the basis for an NLRB charge, grievance, arbitration or lawsuit against the Employer regarding the sale to Complete Care Management.

FOR EMPLOYER FOR UNION

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Sinda McHugh

Officer • Corp Administration

7/15/2022

Chief Exp and People

