

MEMORANDUM OF AGREEMENT

This memorandum of agreement is made and entered into this 30th day of June, 2021 by and between Bayonne Medical Center (the "Employer") and Health Professionals and Allied Employees, AFT, AFL-CIO and its Local Union 5185 (collectively, the "Union").

WHEREAS, the Employer and the Union have completed the process of good faith bargaining over the terms and conditions of a renewal collective bargaining agreement; and


WHEREAS, the Employer and the Union have reached a complete agreement, subject to ratification, on the terms and conditions of a renewal collective bargaining agreement; and

WHEREAS, the Employer and the Union desire to memorialize all of the terms and conditions of their agreement in this memorandum of agreement,

NOW, THEREFORE, the Employer and the Union hereby agree as follows:

1. Except as modified by this memorandum of agreement or by the annexed tentative agreements, the current collective bargaining agreement between the Employer and the Union shall be renewed without modification for a three (3) year term beginning July 1, 2021 and ending June 30, 2024.
2. The Union's bargaining committee shall unanimously recommend approval of the agreement and use its best efforts to obtain ratification of the agreement.
3. This memorandum of agreement, together with the attached tentative agreements, constitutes the complete agreement of the parties concerning the subjects hereof and supersedes all prior agreements, understandings and representations. It may only be changed by a subsequent memorandum signed by the Employer and the Union.

For the Employer


Diana Amaya
AVP Corporate Human Resources

Trina Boyd-Clyburn

Trina Boyd-Clyburn
VP Patient Care Services/
Chief Nursing Officer

Purna Iyer

Purna Iyer
Director Human Resources

For the Union

Nanette Rivera
Co-Chairperson

Susan Sanbuevic
TREASURER

Joan Gityman - V.P. Nursing

John R. B. President

Carol Harris ^{Cathryn}
Chair

Mary Ramos Secretary

Nancy Hottel VP LPN/Teach

Michelle Velluto ^{Co Grievance}
Service

Joe Burr HPAE Staff
Representative

**BAYONNE MEDICAL CENTER AND HPAE
TENTATIVE AGREEMENTS – ECONOMICS – JUNE 30, 2021**

Current contract with all tentative agreements reached to date plus the following modifications:

Contract Duration:

3 years

General Wage Increases:

First Year of the Agreement

- For all RNs who are at step 25 of the experience scale in Appendix A to the collective bargaining agreement or above and all per diem employees, a 3.14% across-the-board wage increase effective at the beginning of the first complete pay period in July 2021.
- For all RNs who are at step 23 of the experience scale in Appendix A to the collective bargaining agreement or lower, two (2) step increases effective at the beginning of the first complete pay period in July 2021.
- For all RNs who are at step 24 of the experience scale in Appendix A to the collective bargaining agreement, one (1) step increase and a 1.57% across-the-board wage increase effective at the beginning of the first complete pay period in July 2021.
- Immediately after the above increases are implemented, eliminate current steps Start and 1 in RN experience scales 9 and 10 in Appendix A to the collective bargaining agreement.
- For all non-RNs, a 3.00% across-the-board wage increase effective at the beginning of the first complete pay period in July 2021.

Second Year of the Agreement

- For all RNs who are at step 25 of the experience scale in Appendix A to the collective bargaining agreement or above and all per diem employees, a 3.14% across-the-board wage increase effective at the beginning of the first complete pay period in July 2022.
- For all RNs who are at step 23 of the experience scale in Appendix A to the collective bargaining agreement or lower, two (2) step increases effective at the beginning of the first complete pay period in July 2022.
- For all RNs who are at step 24 of the experience scale in Appendix A to the collective bargaining agreement, one (1) step increase and a 1.57% across-the-board wage increase effective at the beginning of the first complete pay period in July 2022.
- For all RNs who are not eligible for the Special Pay Differential described herein because they normally do not work in any of the designated areas, an additional step increase (for those at step 24 of the experience scale in Appendix A or lower) or an additional 1.57% across-the-board increase (for those at step 25 of the experience scale in Appendix A or above) effective at the beginning of the first complete pay period in July 2022.
- For all non-RNs, a 3.00% across-the-board wage increase effective at the beginning of the first complete pay period in July 2022.

Third year of the Agreement

- For all RNs who are at step 25 of the experience scale in Appendix A to the collective bargaining agreement or above and all per diem employees, a 3.14% across-the-board wage increase effective at the beginning of the first complete pay period in July 2023.
- For all RNs who are at step 23 of the experience scale in Appendix A to the collective bargaining agreement or lower, two (2) step increases effective at the beginning of the first complete pay period in July 2023.
- For all RNs who are at step 24 of the experience scale in Appendix A to the collective bargaining agreement, one (1) step increase and a 1.57% across-the-board wage increase effective at the beginning of the first complete pay period in July 2023.
- For all RNs who are not eligible for the Special Pay Differential described herein because they normally do not work in any of the designated areas, an additional step increase (for those at step 24 of the experience scale in Appendix A or lower) or an

additional 1.57% across-the-board increase (for those at step 25 of the experience scale in Appendix A or above) effective at the beginning of the first complete pay period in July 2023.

- For all non-RNs, a 3.00% across-the-board wage increase effective at the beginning of the first complete pay period in July 2023.

Special Pay Differentials

- Effective at the beginning of the first complete pay period in July 2021, implement a \$6.00/hr. Special Pay Differential for all hours worked by non-per diem RNs in the Operating Room, Intensive Care Unit, the Emergency Department and the PACU. The differential will not be paid for paid time off. Per diem employees are ineligible for Special Pay Differentials.
- Effective at the beginning of the first complete pay period in July 2021, implement a \$4.00/hr. Special Pay Differential for all hours worked by non-per diem RNs in the Cardiac Cath Lab. The differential will not be paid for paid time off. Per diem employees are ineligible for Special Pay Differentials. Maintain the \$2.00/hr. Cardiac/Vascular Lab Differential described in section 18.7 of the current collective bargaining agreement.
- Effective at the beginning of the first complete pay period in July 2021, implement a \$4.00/hr. Special Pay Differential for all hours worked by non-per diem Certified Surgical Technologists. The differential will not be paid for paid time off. Per diem employees are ineligible for Special Pay Differentials.

Other Differentials

- Effective at the beginning of the first complete pay period in July 2021, increase Charge Pay for all employees who receive Charge Pay by \$1.00, increasing it from \$2.00/hr. to \$3.00/hr.
- Effective at the beginning of the first complete pay period in July 2021, increase Preceptor Pay for all employees who receive Preceptor Pay by \$1.00, increasing it from \$2.00/hr. to \$3.00/hr.
- Effective at the beginning of the first complete pay period in July 2021, increase Call Pay \$1.00, increasing it from \$9.00/hr. to \$10.00/hr.

Proposed Medical Plan Changes:

- Raise deductible from from \$750/\$1500 to \$850/\$1,700 (single/family)
- Increase office visit co-pay from \$40 to \$50

- Increase emergency room coinsurance from 20% to 25%
- Increase in-network coinsurance from 20% to 25%
- Move to Horizon Direct Access network. Overlap with current network is 95%. More information is available at https://doctorfinder.horizonblue.com/dhf_search (Click continue as guest then choose medical. Select Direct Access as your plan and choose a zip code and then a provider. See also: <https://www.horizonblue.com/members/plans/medical-plans/horizon-direct-access>. See attached information outline.

Employee Contributions to the Medical Plan

- Employees now contribute approximately 20% of the cost. This is well below national averages. According to the US Bureau of Labor Statistics, in 2020, the average employee contribution for family coverage was 33%.
- Accordingly, BMC proposes changing the annual increase in contributions as follows. Note that a 20% increase of 20% of the cost is just 4.0% of the total cost of the insurance.

	Full Time Current Contributions	Full Time 1/1/22 - 12/31/22	\$ Change	Full Time 1/1/23 - 12/31/23	\$ Change	Full Time 1/1/24 - 12/31/24	\$ Change
	Bi-Weekly	Bi-Weekly		Bi-Weekly		Bi-Weekly	
Employee = 20%	\$ 91.86	\$ 110.23	\$ 18.37	\$ 132.28	\$ 22.05	\$ 158.73	\$ 26.46
EE & Spouse = 20%	\$ 199.20	\$ 239.04	\$ 39.84	\$ 286.85	\$ 47.81	\$ 344.22	\$ 57.37
EE & Child(ren) = 20%	\$ 146.66	\$ 175.99	\$ 29.33	\$ 211.19	\$ 35.20	\$ 253.43	\$ 42.24
Family = 20%	\$ 269.20	\$ 323.04	\$ 53.84	\$ 387.65	\$ 64.61	\$ 465.18	\$ 77.53
	Part-Time, Half- Time and Per Diem Employees						
Employee	COBRA Rate						
Employee & Spouse/Partner	COBRA Rate						
Employee & Child(ren)	COBRA Rate						
Family	COBRA Rate						

Employee Contributions to the Dental Plan

- Employees now contribute 5% of the cost. This, too, is well below national averages.
- Accordingly, BMC proposes changing the annual increase in contributions from 5% to 10%.
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DMO	Full Time		Full Time			Full Time			Full Time		
	Current		10% Increase- Yr 1			10% Increase- Yr 2			10% Increase- Yr 3		
	Contributions		(1/1/2022 - 12/31/22)	\$ Change		(1/1/23 - 12/31/23)	\$ Change		(1/1/24 - 12/31/24)	\$ Change	
	Bi-Weekly		Bi-Weekly			Bi-Weekly			Bi-Weekly		
Employee	\$ 1.63		\$ 1.79	\$ 0.16		\$ 1.97	\$ 0.18		\$ 2.17	\$ 0.20	
EE & Spouse/Partner	\$ 3.31		\$ 3.64	\$ 0.33		\$ 4.01	\$ 0.36		\$ 4.41	\$ 0.40	
EE & Child(ren)	\$ 3.32		\$ 3.65	\$ 0.33		\$ 4.02	\$ 0.37		\$ 4.42	\$ 0.40	
Family	\$ 7.90		\$ 8.69	\$ 0.79		\$ 9.56	\$ 0.87		\$ 10.51	\$ 0.96	
PPO	Full Time		Full Time			Full Time			Full Time		
	Current		10% Increase- Yr 1			10% Increase- Yr 2			10% Increase- Yr 3		
	Contributions		(1/1/2022 - 12/31/22)	\$ Change		(1/1/23 - 12/31/23)	\$ Change		(1/1/24 - 12/31/24)	\$ Change	
	Bi-Weekly		Bi-Weekly			Bi-Weekly			Bi-Weekly		
Employee	\$ 2.90		\$ 3.19	\$ 0.29		\$ 3.51	\$ 0.32		\$ 3.86	\$ 0.35	
EE & Spouse/Partner	\$ 6.51		\$ 7.16	\$ 0.65		\$ 7.88	\$ 0.72		\$ 8.66	\$ 0.79	
EE & Child(ren)	\$ 6.52		\$ 7.17	\$ 0.65		\$ 7.89	\$ 0.72		\$ 8.68	\$ 0.79	
Family	\$ 15.53		\$ 17.08	\$ 1.55		\$ 18.79	\$ 1.71		\$ 20.67	\$ 1.88	

	Part-Time, Half-Time and Per Diem Employees		Part-Time, Half-Time and Per Diem Employees			Part-Time, Half-Time and Per Diem Employees			Part-Time, Half-Time and Per Diem Employees	
DMO										
	Current Contributions		10% increase- Yr 1 (1/1/2022 - 12/31/22)	\$ Change		10% increase- Yr 2 (1/1/23 - 12/31/23)	\$ Change		10% increase- Yr 3 (1/1/24 - 12/31/24)	\$ Change
	Bi-Weekly		Bi-Weekly			Bi-Weekly			Bi-Weekly	
Employee	\$ 10.38		\$ 11.42	\$ 1.04		\$ 12.56	\$ 1.14		\$ 13.82	\$ 1.26
EE & Spouse/Partner	\$ 20.25		\$ 22.28	\$ 2.03		\$ 24.50	\$ 2.23		\$ 26.95	\$ 2.45
EE & Child(ren)	\$ 20.25		\$ 22.28	\$ 2.03		\$ 24.50	\$ 2.23		\$ 26.95	\$ 2.45
Family	\$ 34.82		\$ 38.30	\$ 3.48		\$ 42.13	\$ 3.83		\$ 46.35	\$ 4.21
PPG										
	Current Contributions		10% increase- Yr 1 (1/1/2022 - 12/31/22)	\$ Change		10% increase- Yr 2 (1/1/23 - 12/31/23)	\$ Change		10% increase- Yr 3 (1/1/24 - 12/31/24)	\$ Change
	Bi-Weekly		Bi-Weekly			Bi-Weekly			Bi-Weekly	
Employee	\$ 11.81		\$ 12.99	\$ 1.18		\$ 14.29	\$ 1.30		\$ 15.72	\$ 1.43
EE & Spouse/Partner	\$ 26.30		\$ 28.93	\$ 2.63		\$ 31.82	\$ 2.89		\$ 35.01	\$ 3.18
EE & Child(ren)	\$ 26.30		\$ 28.93	\$ 2.63		\$ 31.82	\$ 2.89		\$ 35.01	\$ 3.18
Family	\$ 47.46		\$ 52.21	\$ 4.75		\$ 57.43	\$ 5.22		\$ 63.17	\$ 5.74

Prescription Drug Plan

- Co-pay proposal (G = Generic, PB = Preferred Brand, NPB = Non-Preferred Brand):

RX Copays	
Retail (30 DOS)	G: \$6.00 PB: \$50.00 NPB: \$70.00
Retail Maintenance (90 DOS)	G: \$16.00 PB: \$90.00 NPB: \$130.00
CarePoint Health Pharmacy (BMC and Christ) 30 DOS	G: \$3.00 PB: \$45.00 NPB: \$60.00
CarePoint Health Pharmacy BMC and Christ) 90 DOS	G: \$10.00 PB: \$80.00 NPB: \$110.00

Notes: Generic Copays are reduced by \$4.00.

Preferred Brand and Non-Preferred Brand Copays are increased by \$10.00.

Copays will remain at these levels for the life of the new agreement.

- Transform Diabetes Care. This program is purely voluntary. It is offered by CVS. It is designed to work with patients who have diabetes with the goal of improving their diabetes (i.e. lowering A1C) as well as their overall health. CVS uses all available data to create a custom care plan for each patient. CVS works with the patient and MD to close care gaps and address adherence issues that are often a challenge for those with diabetes. The program includes face-to-face counseling, telephonic outreach, as well as digital connection points via their app and connected blood glucose meter. Their digital app offering also works to address things like hypertension management and nutritional support. The goal of the program is to work with the patient in a "holistic approach" rather than only focusing on the diabetes alone.
- CVS Maintenance Choice: all members will be allowed to opt out if they choose. This is a pharmacy network option through which members get 90 day supplies of medication (after 2 grace fills) at a CVS retail or mail pharmacy for medications used on an on-going or "maintenance" basis. Claims filled at CVS pharmacies in 90 day supplies receive the best discounts and rebates, saving members and the plan money.
- Align Retail 90/ Mail Copy to 2.5 x Retail: since the cvs maintenance choice program will permit opting out, the reason for the union's prior objection to this program has been eliminated. Currently, RX copays for 90 day or 3 month supplies are equal to 2x the retail 30 day copay. As a result, the plan loses a full 30 day copay each time someone fills a 90 day Rx. The best practice is for copays for 90 day supplies to be at least 2.5x the retail 30 copay.



That's how Blue works for you.



Horizon Direct Access

Horizon Direct Access offers both in- and out-of-network access to health care, via an appointment, but with no referrals.

With Horizon Direct Access:

- Members can go directly to a network physician or hospital and be covered at the in-network level.
- Members can choose to go directly to an out-of-network physician or hospital and pay more out-of-pocket.
- Employers have the flexibility to set copayment and deductible amounts.
- Members have access to a nationwide and worldwide network of physicians and hospitals through the BlueCard Program.

Horizon Direct Access plans includes:

- Out-of-network options.
- Extensive preventive care coverage.
- Comprehensive specialty care and hospital benefits.
- 24-hour, seven days a week emergency care at in- or out-of-network facilities.
- Inpatient and outpatient behavioral health benefits.
- Diagnostic tests, such as lab work and X-rays.

Horizon Direct Access members enjoy:

Blue365:

Our wellness and discount program, gives members discounts on an array of health care products and services, from fitness club memberships, weight loss and smoking cessation programs, to vitamins and much more.

Horizon EXPAND*

Horizon EXPAND is our ancillary benefit solution. It allows employers to add to their total benefit solution, integrating specialty products and service that include:

- Dental Programs
- Vision Programs
- Horizon Wellness
- Stop Loss
- GeoBlue

For more details on Horizon EXPAND, please speak with your sales representative.

*Most Horizon EXPAND benefits are included when you choose a Horizon BCBSNJ medical plan. Consult your broker or Horizon BCBSNJ sales representative for details.

Preventive Care Reminders:

Eligible members receive phone calls and postcards encouraging them to schedule important services such as annual physicals, mammograms and childhood immunizations.

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ND 44 (11/1/2020) Horizon Direct Access



Other Issues:

- Proposed TA for Appendix K Staffing Agreement (emailed today)
- Proposed TA for Article 21 Sick Leave (emailed today)
- Proposed TA for Article 32 Severance Pay (emailed today) – anti-double dipping language added, no change in accrual rate or limit.
- Article 17 Arbitration (AAA case number Case No. 01-18-0000-3748) – Within 90 days of ratification, the parties will meet and confer regarding the impact of the new contract on employees covered by the settlement resolving this arbitration.



Bayonne Medical Center



HPAE

Date: June 30, 2021

Date: June 30, 2021

BMC AND HPAE
TENTATIVE AGREEMENT – MAY 21, 2021

ARTICLE 1: UNION RECOGNITION

Modify Section 1.1 as follows:

ARTICLE 1. UNION RECOGNITION

The Medical Center and Union agree to a coordinated collective bargaining agreement as per Appendix J.

1.1 Bargaining Units

- A. The Medical Center hereby recognizes the Union as the sole and exclusive bargaining agent pursuant to the certification of the National Labor Relations Board (22-RC-11808) for the bargaining unit of all full-time and regular part-time registered nurses employed by Bayonne Medical Center at its 29th Street at Avenue E, Bayonne location (including offsite facilities in Bayonne), including those registered nurses employed as child health conference nurses, nurse practitioners, appeals coordinators, O.R. clinical specialty coordinators and case managers, BUT EXCLUDING physicians, all professional employees other than registered nurses, clinical instructors, staff educators, technical employees, service and maintenance employees, clerical employees, guards, students, temporary employees, managerial employees, specialty coordinator-desk, specialty coordinator-education, and supervisors within the meaning of the Act and all other employees.
- B. The Medical Center hereby recognizes the Union as the sole and exclusive bargaining agent pursuant to the certification of the National Labor Relations Board (22-RC-11904) for the bargaining unit of all full-time and regular part-time professional employees employed by Bayonne Medical Center at its 29th Street at Avenue E, Bayonne location (including offsite facilities in Bayonne), including all activities coordinators, sr. activities coordinators, activities therapists, addictions counselors, social workers (BS and/or MSW), medical technologists (BS and/or ASCP), physicists, **staff** pharmacists, occupational therapists, outpatient coding coordinators, physical therapists, speech **& language** pathologists, dietitians (BS and/or RD), sr. systems analysts, psychiatric emergency service clinicians (BS), lead medical technologists,

lead social workers; but excluding all physicians, registered nurses, technical employees, service and maintenance employees, business office clerical employees (including systems analysts and p.c. specialists), confidential employees, students, temporary employees, managerial employees (including medical staff coordinators), guards and supervisors (including laboratory section supervisors, pharmacy clinical coordinators, sr. physical therapists, physical therapy coordinators, psychiatric emergency clinician coordinators, sr. social workers and assistant controllers) as defined in the Act and all other employees.

- C. The Medical Center hereby recognizes the Union as the sole and exclusive bargaining agent pursuant to Certification of the National Labor Relations Board (22-RC-11836), for a bargaining unit of all full-time and regular part-time service employees employed by Bayonne Medical Center at its 29th Street at Avenue E, Bayonne location (including offsite facilities in Bayonne), including all unit secretaries, patient care partners, nursing assistants, and monitor technicians; addictions treatment services administrative assistants; admitting out patient registration clerks, registration clerks, and admitting clerks; blood bank lab clerks; central service supply technicians; community lab clerk/phlebotomists; community education benefits liaisons; EEG/EKG neurology coordinators and EEG technicians; electrocardiography non-invasive cardiac technicians, EKG technicians; electrocardiography secretaries, and cardiography coordinators/pacemaker program; endoscopy nursing technicians and scope technicians; environmental services team leaders, aides, custodians, and custodians/floor; patient access representatives, **patient access scheduler, insurance verification clerk**, food and nutrition 1st cooks, 2nd cooks, caterers, cold production caterers, diet utility workers, cafeteria aides, food and nutrition technicians, **F&N hospitality associate**, food service steward, pot washers, and lead diet utility workers; ICU/CCU critical care technicians; laboratory BML O/P coordinators, clerk/phlebotomists, and secretary/transcriptionists; buyers, supply processing distribution clerks 1 and 2, and materials clerks; medical records tumor registry coordinators, clerks, coder-abstractors, medical transcriptionists, chart analysts, receptionists, and file clerks; nursing administration secretaries; phlebotomists; operating room scheduling coordinators, OR assistants, materials clerks and secretaries; outpatient phlebotomists and lab couriers; pharmacy technicians, I.V. technicians, secretaries, and clerks; physical therapy assistants and aides; plant operations work coordinators and secretaries; psychiatric emergency services administrative assistants; psychiatric nursing assistants and secretaries; quality resources secretaries, radiation therapy secretary transcriptionists; radiology secretaries, medical transcriptionists, file clerks and diagnosis service access representatives; renal dialysis chief technicians, and renal technicians; respiratory polysomnography technicians and office managers; same day surgery/ endoscopy control desk clerks and P.A.T. technicians; transitional care unit certified nursing


assistants and transporters and mail/photocopy clerks, and; women's health center project assistants, clerk/phlebotomists, outreach counselors, receptionists, **insurance verification clerks**, and oncology medical assistants; BUT EXCLUDING all professional employees, technical employees, maintenance employees, business office clerical employees (including accounting department employees; admitting department ~~insurance verification clerks~~ and pre-registration insurance verifiers; foundation employees; information systems department employees; management service organization employees; patient information department employees; strategic planning department employees, and telecommunications department employees), confidential employees (including executive office executive assistants, Sr. administrative secretaries and administrative secretaries, and; human resources benefits coordinators and H.R. assistants, **administrative nursing coordinator, nursing office manager**), students, temporary employees, managerial employees, guards and supervisors (including admitting department coordinators; blood bank lab section supervisors; central services supply supervisors; environmental services supervisors; food and nutrition chefs, food supervisors, and dining room supervisors; laboratory client services supervisors and lab section supervisors; materials management assistant managers; and medical records chart supervisors) as defined in the Act and all other employees.

- D. The Medical Center hereby recognizes the Union as the sole and exclusive bargaining agent pursuant to the certification of the National Labor Relations Board (22-RC-11837) for the bargaining unit of all full-time and regular part-time technical employees employed by Bayonne Medical Center at its 29th Street at Avenue E, Bayonne location (including offsite facilities in Bayonne), including all licensed practical nurses (LPNs); blood bank laboratory technicians/ASCP; cat scan diagnostic radiology technicians II; clinical services nursing MIS specialists; electrocardiography registered cardio/vascular technicians; emergency medical technicians; emergency department technicians; laboratory lead histology technicians, histology technicians, technicians, HEW technicians, and technicians/ASCP; MRI technicians; nuclear medicine technicians; operating room nursing technicians; physical therapy assistants; radiation therapists; radiology x-ray special procedures technicians, DRT technicians I and II, and mammography technicians; respiratory therapists, respiratory technicians, pulmonary technicians, and; ultrasound ultrasonographers and registered vascular technicians, certified clinical nephrology technicians, behavioral health technicians, and certified surgical technologists; BUT EXCLUDING all professional employees (including addictions counselors; medical laboratory technologists; laboratory technology coordinators and technologists/B.S.; physical therapists, occupational therapists and speech pathologists; senior activity therapists/B.S., and; transitional care activity coordinators), service employees (including monitor technicians; pharmacy technicians; central services technicians; phlebotomists; EEG technicians; EKG technicians; operating room assistants; pharmacy technicians; P.A.T. technicians), maintenance employees, business office clerical employees, confidential employees, students, temporary employees, managerial employees, guards and

supervisors (including blood bank lab section supervisors; sr. diagnostic radiology technicians; nursing information systems coordinators; laboratory managers, client services supervisors and lab section supervisors; medical library medical staff coordinators; chief MRI technicians; chief nuclear medicine technicians; senior radiation therapists; radiology sr. diagnostic radiology technologists, DX services technology coordinator, quality improvement technicians and DX services access supervisors; respiratory supervisor; and ultrasound chief sonographers) as defined in the Act and all other employees.

- E. The Medical Center hereby recognizes the Union as the sole and exclusive bargaining agent pursuant to the certification of the National Labor Relations Board for the bargaining unit of all full-time and regular part-time business office clerical employees, employed by the Employer, including all computer operators, correspondence clerks, systems analysts, support technicians, senior electronic billing coordinators, help desk technicians, senior systems analysts, patient liaison, switchboard operators, accounts payable associates, patient accounts representatives, decision support coordinators, and technical support specialists; BUT EXCLUDING all technical employees, skilled maintenance employees, other non-professional employees, managerial employees, confidential employees, professional employees, guards, students and supervisors as defined in the Act and all other employees.

NOTE: These changes will be made throughout the document and be added to the wage scales as necessary. The Hospitality Associate needs to be deleted from Grade 5 and added to Grade 3.



Bayonne Medical Center

Joel Brooks
HPAE

Date: May 21, 2021

Date: May 28, 2021

BMC AND HP AE
TENTATIVE AGREEMENT – MAY 21, 2021


ARTICLE 2: UNION SECURITY & DUES DEDUCTION

Modify Section 2.6 as follows:

2.6 The Medical Center agrees to provide the Union with a list of all employees, their addresses, telephone numbers, date of hire, classification, status, assignment, current rate of pay, and the date of birth and the amount of dues deducted every six months. The Medical Center will provide a monthly update to this list including new hires, starting rate of pay and years of experience given to the employee, changes in employment status, including the reasons for such changes, or changes in the information above. The Medical Center will provide a list of employees who separated in the previous month and the applicable status code in a separate report that will be provided to the Union at the same time as the monthly report.

The Medical Center shall provide new employees with a dues deduction authorization form, supplied by the Union, at the end of thirty (30) calendar days of employment and shall forward the signed authorization form to the Union office.

All information will be provided to the Union by hard copy ~~and in computer diskette form~~ or in another acceptable electronic format compatible with the specifications given by the Union.



Bayonne Medical Center

Joel Brooks

HPAE

Date: May 21, 2021

Date: May 28, 2021

BMC AND HP AE
TENTATIVE AGREEMENT – MAY 26, 2021

ARTICLE 4: PROFESSIONAL PRACTICE

Modify Section 4.6 as follows:

4.6 Probationary Period

- a. Newly hired full-time and half-time employees shall be considered probationary for a period of ninety (90) calendar days from the date of employment.
- b. RNs hired into specialty training programs shall be considered probationary until thirty (30) days after completion of their training/orientation program.
- c. Newly hired part-time employees and per diem employees shall be considered probationary for a period of one hundred and twenty (120) calendar days from the date of employment.
- d. *The probationary period will be automatically extended by the number of days missed during the initial probationary period.*
- ~~d.~~ e. The Medical Center may extend the probationary period for up to thirty (30) additional calendar days to provide for additional orientation and/or validation of the probationary employee's ability to perform assigned tasks. The extension will be done only with the prior approval of the Union, which shall not be unreasonably withheld.
- ~~e.~~ f. During or at the end of the probationary period, the Medical Center may discharge an employee at will and such discharge shall not be subject to the grievance provisions of this Agreement

Rw

Bayonne Medical Center

Joel Brooks

HPAE

Date: May 26, 2021

Date: May 28, 2021

BMC AND HP AE

TENTATIVE AGREEMENT – MAY 21, 2021


ARTICLE 6: LEAVE OF ABSENCE

Modify Section 6.3(A) as follows:

A. Personal Leave

A personal leave of absence not to exceed one (1) month will not be unreasonably denied, after completion of one (1) year of employment, provided that a bona fide reason is given for the request. Accruals shall be taken in conjunction with a personal leave.

Additional requests for personal leave of absence, will not be approved if the further personal leave of absence is to begin within twelve (12) months of the start date of any prior personal leave of absence



Bayonne Medical Center

Joel Brooks

HPAE

Date: May 21, 2021

Date: May 28, 2021

BMC AND HP AE
TENTATIVE AGREEMENT – MAY 21, 2021

ARTICLE 6: LEAVE OF ABSENCE


Modify Section 6.3(D) as follows:

D. Statutory Family and Medical Leave

a. Any eligible Employee who is ill, injured or disabled (including illness or disability due to pregnancy) and presents satisfactory proof of such illness, injury or disability to the Employer, will be granted an unpaid leave of absence (subject to any eligibility for disability payments or use of vacation or sick) for a period up to twelve (12) months on written application. Medical leaves shall be counted towards statutory Family and Medical leave and shall be deemed to commence on the first day of the leave.

b. Any eligible Employee may be granted an unpaid leave of absence in accordance with State and/or Federal Family and Medical Leave legislation for the birth and care of a newborn child (*including child conceived through gestational carrier agreement*), placement with the Employee of a child for adoption or foster care and to care for a spouse (*domestic partner*), parent, (*grandparent*), (*grandchild*), son or daughter, (*sibling*) or any person related by blood or equivalent to a family relationship, with a serious health condition, as per Department of Labor guidelines.

c. Eligibility for Family and Medical leave under this section is to be determined in accordance with State and/or Federal Family and Medical Leave legislation.



Bayonne Medical Center

Joel Brooks

HPAE

Date: May 21, 2021

Date: May 28, 2021

BMC AND HPAE

TENTATIVE AGREEMENT – MAY 21, 2021

ARTICLE 6: LEAVE OF ABSENCE

Modify Section 6.8 as follows:

6.8 Union Leave *Provision*

A leave of absence shall not be unreasonably denied to an employee to work for the HPAE. This leave shall be limited to a maximum of six (6) months and must be requested in writing at least thirty (30) days prior to the commencement date. It is understood, however, that in some circumstances the Union will not be able to give a full thirty (30) day notice. In those cases, the Medical Center will make its best effort to release the employee sooner than thirty (30) days.

No more than two (2) employees from all five (5) HPAE bargaining units at any given time shall be eligible for Union leave. The employee shall be returned, after giving sixty (60) days notice in writing, to the exact position (same title, shift, rate of pay, unit/department) held prior to the leave without any loss of seniority. The rate of pay shall include any raises or step increases the employee would have received had s/he not been on the leave.

The Medical Center will make its best efforts to fill the position on a temporary basis for the entire length of an employee's leave of absence. After the period for which the position is guaranteed, as set forth above, or after the employment of the temporary substitute has terminated, whichever is later, the Medical Center may fill the position on a permanent basis

RW

Bayonne Medical Center

Joel Brooks

HPAE

Date: May 21, 2021

Date: May 28, 2021

BMC AND HP AE

TENTATIVE AGREEMENT – MAY 21, 2021

ARTICLE 10: JOB POSTINGS

Modify Section 10(C) as follows:

C. In the event that the position remains unfilled for ~~sixty (60)~~ **thirty (30)** days because no bargaining unit or other applicant has demonstrated the ability, qualifications or experience for the position, Bayonne Medical Center may elect to provide an unqualified bargaining unit employee with the opportunity to participate in the job training and/or a formalized education program provided that:

1. The employee and manager agree on a schedule that meets the needs of the department and the employee.
2. The education program is limited to (twelve) 12 weeks or less. The department manager and the appropriate Vice President must approve any exceptions.
3. The education program will not substitute for departmental orientation, but may be concurrent as determined by the department manager.

Disputes under this section shall be subject to the grievance procedure but shall not be subject to arbitration.

A running list of unfilled, vacant positions will be posted until filled. This list shall contain the job title, unit, classification, shift, weekend and on-call requirements and should clearly state whether it is a bargaining unit job.



Bayonne Medical Center

Joel Brooks
HPAE

Date: May 21, 2021

Date: May 28, 2021

BMC AND HPAE
TENTATIVE AGREEMENT – JUNE 9, 2021

ARTICLE 10: JOB POSTINGS

Modify Section 10(G) as follows:

- G. No Registered Nurse shall be entitled to bid for a job for a period of ~~nine (9)~~ *twelve (12)* months in specialty areas as defined in this Section G and ~~six (6)~~ *nine (9)* months in other areas after the Registered Nurse has successfully bid for a job and been granted a transfer unless approved by the Medical Center. For the purpose of this Section G, specialty areas are defined as: Perioperative Services, OR, Cathlab/Vascular, Emergency Department and ICU/Critical Care.



Bayonne Medical Center

Joel Brooks
HPAE

Date: June 17, 2021

Date: May 21, 2021

BMC AND HPAE
TENTATIVE AGREEMENT – MAY 21, 2021

ARTICLE 13: WORK SCHEDULES

Modify section 13.1 as follows:

13.1 Work Schedules

Effective the first four week schedule after ratification, the Medical Center shall post a draft monthly work schedule, two (2) weeks prior to the commencement of the schedule, and a final monthly work schedule one (1) week prior to the commencement of the schedule, subject to the provisions of this section. Once the monthly schedule has been posted, any changes will be agreed upon by mutual consent between the employee and management. At the time of posting, a copy of the posted schedule will be placed in a designated area accessible to all employees on that unit or in that department, to enable employees to make copies for their own use. The schedule shall indicate the following: overtime shifts, extra shifts (for half-time and part-time employees), and Bonus Shifts (in accordance with Section 5 of this Article).

The Medical Center will post available work time as part of the schedule posting on individual units. Employees will sign up for available times, which the Medical Center will assess based on economic efficiency and after considering prior selection of employees to work additional shifts hereunder.

The Medical Center will continue to use the Availability Book in which employees may sign up for certain days for which they agree they would be available and agreeable to perform extra work beyond their regular schedule. Signing up does not guarantee that the employee will be allowed to work that time. If an employee signs up for specific time and then refuses to work that time, the employee may be precluded from signing up for additional work for the next posted schedule.

Management will not be held responsible for employee's non-compliance with the Availability book.

If there are no employees available thru the Availability book management has the right to fill open shifts as needed, by using the most ~~cost~~ effective method of filling the void on the schedule if necessary but may not use mandatory overtime except as per the collective bargaining agreement and the law.

In the event the most ~~cost-effective~~ **cost-effective** method is not available as above, overtime will be granted to the full-time staff on a rotational basis.

RW

Bayonne Medical Center

Joel Brooks

HPAE

Date: May 21, 2021

Date: May 28, 2021

BMC AND HPAE
TENTATIVE AGREEMENT – JUNE 9, 2021

ARTICLE 15: CLOSURE OF UNIT AND DOWN STAFFING

Modify Section 15B #1 as follows:

B. Down staffing


Down staffing will occur on a priority basis as follows:

- 4 1. Scheduled half-time and full-time staff will be surveyed and asked if any would like to volunteer and use PTO/TOB or leave without pay.
- 4 2. Agency personnel scheduled will be cancelled. Thirteen (13) week agency personnel shall not be exempted from this provision.
- 2 3. Scheduled overtime will be cancelled.
- 3 4. Scheduled per-diem staff will be cancelled provided they have at least 2 hours' notice. In the Psychiatric unit (5B) only, per diem staff will be cancelled first if it does not leave the unit without a skilled and trained Psychiatric RN and if those eligible to be floated to 5B are not normally assigned to the unit and cannot do the necessary paperwork, be in charge, etc.
5. Staff may be floated to another shift or unit.
6. ~~If there are no volunteers;~~ ***If the preceding steps do not achieve the necessary reductions of staff,*** the least senior employee will be automatically down staffed on a rotating basis provided that there are no other options (1-5 above). Anyone down staffed in this category will have the option to take PTO/TOB time or to take the time as unpaid time.

Staffing levels will be monitored during each shift with consideration given to patient activity, acuity, or workload and recommended staffing changes. Two hours' notice shall be given to employees scheduled to come to work if they are affected by down staffing. ~~No employee shall be downstaffed after working 50% of his or her shift.~~

If down staffing is necessary after a shift begins, employees currently working will be given two hours' notice before down staffing procedures are implemented as outlined above.

The above guidelines are not absolute and may vary to ensure that appropriate skill mix and competency levels are maintained.



Bayonne Medical Center

Joel Brooks

HPAE

Date: May 21, 2021

Date: June 17, 2021

**BMC AND HPAE
TENTATIVE AGREEMENT – JUNE 9, 2021**

ARTICLE 21: SICK LEAVE

Modify Section 21.1 as follows:

- a. The maximum amount in accrued sick leave at any time shall be (a) sick leave accrued and unused as of May 31, 2009; or (b) thirty (30) days, whichever is greater.

Employees shall accrue seven (7) days of sick leave per year.

The Plan Year pursuant to Sections 21.1(b) and 21.1(c) of this Article shall be from January 1 to December 31.

UNION OPEN PROPOSAL ON ACCRUAL JUNE 17, 2021

b. New Jersey State Earned Sick Leave: Effective January 1, 2019, the Employer shall comply with all provisions of the New Jersey Earned Sick Leave Act of 2018 (the "Act") with respect to its full time, half-time and part-time employees. Effective January 1, 2019, nothing in this Agreement shall be construed to waive or reduce rights or benefits provided pursuant to the Act.

Effective January 1, 2019, the first forty (40) hours of paid sick leave utilized by a full time, half time or part time employee in a plan year will be treated as paid sick leave under the New Jersey Earned Sick Leave Act (the "Act"), and thus, an employee may utilize this paid sick leave for reasons specified in the Act. If an employee is absent for reasons covered by the Act (see Appendix L, which lists current permissible reasons for leave under the Act), the employee must notify his/her supervisor at least three (3) hours before the start of the scheduled shift on each day of absence, or if three hours' notice is not possible under the circumstances, then as soon as practicable. These accruals shall be used to avoid the loss of income and be paid at the employee's current rate of pay.

Employees absent three (3) or more consecutive shifts due to reasons specified in the Act, shall be required to present reasonable documentation, as this term is defined by the Act, that the leave is being taken for the purpose permitted under the law.

The Medical Center shall not count sick leave accrued and taken under the Act and this Section 21.1(b) as an occurrence or absence that may result in the employee being subject to discipline, discharge, demotion, suspension, a loss or reduction of pay, or any other adverse action.

In accordance with the Act, the Hospital may prohibit employees from using foreseeable earned sick leave on the following dates and require reasonable documentation if sick leave that is not foreseeable is used during these dates:


- *Friday after Thanksgiving*

- *St Patrick's Day (the night shift of 3/17 and the day shift of 3/18)*
- *Easter*
- *October 31st*
- *Mother's day*
- *Father's day*

Eligible employees may carry over from plan year to plan year a maximum of forty (40) hours of NJ State Earned Sick Leave. At all times, eligible employees may have in their banks a maximum of eighty (80) hours of NJ State Earned Sick Leave. However, in any given plan year, eligible employees may use no more than forty (40) hours of NJ State Earned Sick Leave.

c. Non-New Jersey State Earned Sick Leave: All sick leave in excess of that granted by the Act may be utilized by a full time, half time or part time employee may be used for an absence due to the employee's own medical, personal illness or injury and will not be treated as paid sick leave under the Act. In order to be paid for this sick leave, the employee must notify his/her supervisor at least three (3) hours before the start of the scheduled shift on each day of absence, or if three hours' notice is not possible under the circumstances, then as soon as practicable. These accruals shall be used to avoid the loss of income and be paid at the employee's current rate of pay.

Employees absent from work may be required to present reasonable documentation that the leave is being taken for permissible purposes.


 Bayonne Medical Center

Joel Brooks
 HP&AE

Date: May 21, 2021

Date: June 17, 2021

BMC AND HP AE
TENTATIVE AGREEMENT – JUNE 24, 2021

ARTICLE 21: SICK LEAVE

Modify Section 21.7 f as follows:


f. **Unscheduled PTO/TOB Bonus Program**

Employees with perfect attendance from December 1, ~~2017-2020~~ through November 30, ~~2018~~ **2021**, and during the same period in subsequent years, shall receive a bonus in the amount of \$600 and be permitted to "cash in" up to four (4) PTO/TOB days pay.

Employees with perfect attendance from December 1, ~~2017-2020~~ through November 30, ~~2018~~ **2021** and during the same period in subsequent years who have accrued two hundred and forty (240) hours of sick time as of November 30 shall also be permitted to sell back up to sixteen (16) hours of sick time.

Payment shall be made before the December Holiday. Accumulated PTO/TOB leave and sick time shall be reduced by the number of days or hours s/he elects to cash in.

Effective December 1, 2009, there will no longer be a 160 hour EIB requirement.



Bayonne Medical Center

Joel Brooks
HPAE

Date: June 24, 2021

Date: June 30, 2021

**BMC AND HPAE
TENTATIVE AGREEMENT – JUNE 9, 2021**

ARTICLE 23: REPORTING AND ON-CALL PAY

Modify Section 23.2(B) as follows:

B. Schedule

The Employer may require employees to be on-call according to the following chart. This represents the maximum amount of call an employee in each department may be required to accept. Unforeseen circumstances or emergencies may require a temporary modification to these regular on-call schedules but for no greater than for one (1) month. In cases where the Medical Center has made a demonstrated good faith effort to fill approved vacant positions, the Union will not unreasonably deny an extension of the one (1) month period for a specific term. The Medical Center will not be arbitrary in implementing these modifications. In the event there is a need, BMC will utilize the availability book for any qualified volunteer. These volunteers will be paid at time and one half for all hours worked and will not be eligible for night call option or case classification reimbursement.

<u>Dept</u>	<u>Hours</u>	<u>Frequency</u>
Ultra Sound	Mon-Fri 9:00 pm-8:00 am Sat 4pm-8am Sun/Holiday - 8am-8am	Every 4th week
Nuclear Medicine	Mon – Fri. – 4:30 pm – 7:00am Sat/Sun/Holiday - 7am-7am	Every 4 th week
X-Ray	Mon – Fri. - 4pm – 7am Sat/Sun/Holiday - 7am –7am	Every 6 th 4th week
Neuro Vascular/Cath Lab	Mon. – Fri 5:00 pm-6:30 am Sat/Sun/Holiday 6:30am-6:30am (24 hours) *to be adjusted by mutual consent among employees	Every 3 rd week*
Renal	Mon-Sat Closing 5am	Equitably divided among staff
RNs (RN)	Sun – Mon 5am-5am Closed Holidays 5am-5am (Closed Holidays include New Years Day, Thanksgiving Day, Christmas Day)	and on-call "pool" of dialysis RNs
Information	Mon-Thurs 5pm-7am Fri – Mon (AM) 5pm-7am Fri-Fri Techs alternate call every other week for 7 straight days	Every 3 rd week
Cardiology/Echo lab	Mon-Fri Thurs 4:30pm-6:0 30am Fri 4:30pm-7am Sat – 6:00am- 2pm-8 7:00am/3:00pm-6:00am Sun/Hol – 6 7:00am-6:0 30am	Every other week TECHS: every other weekend equitably distributed
Central Sterile Supply	Saturday and Sunday – Hol – 7am-7pm	7:00am-7:00pm Rotated equitably among staff

Psych Emergency Mon-Sun (24-7)

Shifts by rotation in accordance
with current practice

Endo

(RN + GI Tech)

Mon.-Fri. 6pm-7:30am*

1 day/week

2nd team member is voluntary basis

(RN + GI Tech)

Sat./Sun. 7:30am-7:30am

Every 6th week

2nd team member is voluntary basis

- Dark day will be rotated equitably among Endo staff—24 hour call (2 team members)

PACU

RN

Holidays as assigned 7:30am-7:30am

Mon.-Fri. 9pm-7:30am

1 day/week primary

2nd team member is voluntary basis

Sat./Sun. 7:30am-7:30am

Every 6th weekend

2nd team member is voluntary basis

- Dark days do not apply to PACU

Holidays as assigned 7:30am-7:30am

OR

RN

Mon.-Fri. 7 ~~5:30~~pm-7am**

1 day /week

Sat./Sun. 7am-7am

Every 6th week

Holidays as assigned 7am-7am

ORT

Mon.-Fri. 7 ~~5:30~~pm-7am**

1 to 2 days/week

Sat./Sun. 7am-7am

Every 3rd week

- Dark day will be rotated equitably among OR staff- 24 hour call (2 team members)

Holidays as assigned 7am-7am

~~*when Endoscopy (10) hour proposal is approved. Otherwise, 4pm-7:30am.~~

~~**when OR flex team is hired. Otherwise, 5:30pm to 7am.~~

Rw

Bayonne Medical Center

Joel Brooks

HPAE

Date: May 21, 2021

Date: June 17, 2021

**BMC AND HPAE
TENTATIVE AGREEMENT – JUNE 24, 2021**

26. APPENDIX K – STAFFING AGREEMENT

Modify as follows:

WHEREAS, HPAE and the Bayonne Medical Center (BMC) have agreed to implement a more comprehensive policy on how to distribute extra hours and overtime where we believe will provide a positive impact on staffing; and

WHEREAS, the parties have reached agreement on certain licensed staffing issues, administration and monitoring of same, and other agreements as set forth below;

NOW THEREFORE the parties agree as follows:

1.) Specific to the various nursing units at BMC the staffing ratios as set forth below are agreed to:

<u>Unit</u>	<u>Shifts</u>
Telemetry	5 – 5 (RNs in charge from 7 a.m. – 7:30 p.m. will not have a patient assignment) [‡]
Med/Surg.	6-7 (RNs in charge from 7 a.m.-7:30 p.m. will not have a patient assignment)
Oncology	6-6 (RNs in charge from 7 a.m.-7:30 p.m. will not have a patient assignment)
Pediatrics	5-5-5
Behavioral Health	6-6
ED	(5-6-4) (4-6-4) (Staff, not ratios)(If holding area is full, adjustments will be made, as appropriate.) (RNs in charge from 7 a.m.- 3:30 p.m. will not have a patient assignment). <i>The 4-6-4 staffing levels will be effective from the date of ratification through December 31, 2022. During December 2022, the parties will review ED visit data and confer and collaborate to determine what the ED staffing levels will be for the period January 1, 2023 through June 30, 2024. If the parties fail to reach agreement, the matter shall be subject to mediation and, if necessary, arbitration by the same individual. The mediation / arbitration process shall be expedited and completed within 90 days, if possible.</i>
ICU/CCU	3 – 3 (RNs in charge in ICU/CCU will not have a patient assignment on all shifts.)
PACU	Current levels and by prior agreement
SDS	Current levels

ENDO	Current levels
OR	Current levels
Renal	Current levels (1:3 per NJ State Regs.)
TCU	2-2-2 (Staff, not ratios) (The night shift may be filled at the employer's option with 2 RNs or 1 RN and 1 LPN)

~~*All changes agreed upon as part of the June 30, 2015 tentative agreement are effective January 1, 2016. Until January 1, 2016, BMC will not downstaff in the Telemetry unit if it would cause a charge RN during the 7 a.m. to 7:30 p.m. shift to have a patient assignment in the Telemetry unit.~~

- 2.) Ratios will be determined at the beginning of each shift. Certain agreed upon standards, including but not limited to census, anticipated admissions, transfers, etc., will be utilized to review staffing and scheduling.
- 3.) On a monthly basis the Labor-Management Committee of the BMC will review staffing levels, census data, staffing experience, together with overtime (OT) and agency use for the prior month.
- 4.) Either party may introduce or oppose the concept of staffing issues for ancillary staff. Either party may also introduce the concept of penalties at this time.

In the event the parties are not successful in resolving these issues, either party may invoke Mediation/Arbitration as provided by the Collective Bargaining Agreement. The Mediator/Arbitrator's role will be to assist the parties to reach resolution of the issues, including, if necessary, through the use of a binding decision and award.

- 5.) The parties will continue to utilize and review the jointly developed form to track data including census, hours, transfers, codes admissions and start of shift numbers to be utilized in conjunction with the daily staffing operation and periodic reviews as described above.
- 6.) It is further agreed that a special subcommittee will be established to discuss issues related to staffing in the Lab, Social Work and Admitting. The parties agree that the agreement to invoke arbitration as described in number 5 above does not apply in these areas.



Bayonne Medical Center

Joel Brooks
HPAE

Date: June 30, 2021

Date: June 30, 2021

BMC AND HP AE

TENTATIVE AGREEMENT – MAY 21, 2021

ARTICLE 31. SAFETY & HEALTH

Modify Section 31.6 as follows:

31.6 Influenza Vaccinations

As a patient safety initiative, influenza vaccinations are a condition of employment for all Medical Center employees, regardless of job function, including clinical and nonclinical staff, contracted clinical personnel, and volunteers. All employees will be required to ~~either~~ obtain the influenza vaccine ~~or~~ ***unless they have an approved medical exemption. If they have an approved medical exemption, they will be required*** to wear a mask for the duration of the influenza season (October – April) when in contact with any patients.

When there are medical and/or physiological reasons why an employee cannot wear a mask, the Medical Center will consider these circumstances on an individual basis. Thus, the Medical Center will reasonably accommodate employees who are unable to wear a mask due to such medical and/or physiological reasons



Bayonne Medical Center



HPAE

Date: May 21, 2021

Date: May 28, 2021

BMC AND HP AE
TENTATIVE AGREEMENT – JUNE 24, 2021

ARTICLE 32: RESIGNATIONS AND SEVERANCE PAY

Modify Section 32.3 as follows:

32.3 Severance Pay

Any full-time employee who is laid off shall be entitled to severance pay of two (2) days pay for each year of service with a limit of thirty (30) days. All other employees, excluding per diems, shall receive pro-rated severance benefits based on years of service with a limit of thirty (30) days.

Laid off employees who collect accrued severance pay will have their accrued severance pay reduced by the amount of severance pay they receive. In the event they are recalled, they will resume accruing severance pay based on post-recall employment. If any such Employee is subsequently laid off again, their severance pay rights will include two days' pay for each year of service after the recall with the total limit of thirty (30) days applied to the sum of the days of severance pay collected at the time of any initial layoff and the days of severance pay collected at the time of any future post-recall layoff or layoffs.

The Medical Center agrees to continue providing health and dental benefits to those employees laid off due to outsourcing for a period of up to three (3) months, provided the laid off employee continues to make his or her portion of the contributions.

If an employee dies, his or her estate shall be paid any earned vacation time, as if the employee had resigned with adequate notice.



Bayonne Medical Center



HPAE

Date: June 24, 2021

Date: June 30, 2021

**BMC AND HPAE
TENTATIVE AGREEMENT – JUNE 9, 2021**

APPENDIX A-G

Modify Appendix A-G as follows

- Appendix A through F – modify in accordance with agreed upon wage increases.
- Appendix G - add certification for Adult Critical Care Specialty for Respiratory Therapists (RRT-ACCS).



Bayonne Medical Center

Joel Brooks

HPAE

Date: May 21, 2021

Date: June 17, 2021

**BMC AND HPAE
TENTATIVE AGREEMENT – JUNE 9, 2021**

APPENDIX Q

Modify Appendix Q as follows:

**SIDE LETTER
WORK AT OTHER CAREPOINT HEALTH SYSTEM FACILITIES**

The Employer may seek qualified volunteers to work at any CarePoint Health System facilities with proper orientation in accordance with this section. This shall include bargaining unit employees going to other CarePoint Health System facilities and employees from other CarePoint Health System facilities working within the bargaining unit(s) covered by the collective bargaining agreement between the Employer and the Union. The following guidelines shall apply to work performed hereunder:

1. The program will be strictly voluntary. There will be no reprisals against employees who decline to volunteer.
2. The work will be temporary in nature.
3. The Employer may solicit qualified volunteers. In the event that there are more qualified volunteers than available work, the Employer will select from among qualified volunteers by seniority.
4. The collective bargaining agreement between the Employer and the Union will govern the terms and conditions of employment for all bargaining unit employees who perform work at other CarePoint Health System facilities.
5. Employees from other CarePoint Health System facilities may work within the bargaining unit(s) covered by this agreement consistent with the collective bargaining agreement between the Employer and the Union and this side letter.
6. Employees will be reimbursed for additional travel and additional out-of-pocket expenses necessarily incurred as a result of performing work at other CarePoint Health System facilities pursuant to this Program.
7. Bargaining unit work performed by employees of other CarePoint Health System facilities will not cause any bargaining unit employee to be laid off.
8. The Employer will not use this program for the purpose of evading the filling of vacancies in bargaining unit positions.
9. The Employer will not downstaff employees in any bargaining unit job classification within any unit or department in which employees from other CarePoint Health System facilities are working pursuant to this Program.

10. The Employer will not accept volunteers if their working at other CarePoint Health System facilities would cause a failure to comply with the nurse / patient ratios set forth in the collective bargaining agreement between the Employer and the Union.
11. The Employer will not seek volunteers pursuant to this program while its employees are on strike, nor will the Employer seek volunteers to work at a CarePoint Health System facility whose employees are on strike.
12. The Employer will give the Union detailed monthly information about voluntary transfer activity pursuant to this Program. The Union may request additional information relevant to the program.
- ~~13. The parties will meet on or about February 1, 2015 for the purpose of reviewing utilization of the program and discussing possible avenues for improving the Program.~~

RW

Bayonne Medical Center

Joel Brooks

HPAE

Date: May 21, 2021

Date: June 17, 2021