

MEMORANDUM OF AGREEMENT

This memorandum of agreement is made and entered into this 29th day of November 2022 by and between CarePoint Health Bayonne Medical Center (the "Employer") and Health Professionals and Allied Employees, Aff, 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 certain midterm modifications of their collective bargaining agreement; and

WHEREAS, the Employer and the Union have reached a complete agreement, subject to ratification, on the terms and conditions of certain midterm modifications of their current collective bargaining agreement; and

WHEREAS, the Employer and the Union desire to memorialize all of the terms and conditions of the agreed upon midterm modifications of then- current collective bargaining agreement,

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

1. Except as modified by this memorandum of agreement, the current collective bargaining agreement between the Employer and the Union shall continue, without modification, for its three (3) year term ending June 30, 2024.
2. The waiting period for dental insurance shall be reduced from 6 months to 90 days, for all bargaining Unit Employees, to make it consistent with the dental insurance waiting period elsewhere within CarePoint.
3. All health and dental insurance contributions shall be frozen at current 2022 levels for the remainder of the current collective bargaining agreement for all bargaining unit employees.
4. Grades 9 and 10 for the Employer's RNs shall be consolidated into 1 grade.
5. The attached wage scale shall be applicable to all RNs hired on or after the ratification date of this agreement. It shall also be payable to incumbent RNs in accordance with the terms and conditions of this memorandum of agreement and the collective bargaining agreement.
6. The Employer will implement increases for incumbent RNs consistent with the equity language in section 17.3 of the collective bargaining agreement prohibiting new hires from being paid more than "any current employee in the same job classification within the same level of experience." All RNs will be put on their appropriate experience step no later than June 30, 2024. All RNs hired on or after the ratification date of this agreement will be assigned a home base and will not be hired into the float pool.
7. RNs hired between the ratification date of this agreement and June 30, 2023, and incumbent RNs who are placed on their appropriate experience step and to whom the attached experience scale is applied between the ratification date of this agreement and June 30,

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2023, shall receive the percentage increases and a single experience step increase during the third year of the current collective bargaining agreement. However, they shall not receive a second experience step increase in the third year of the agreement despite any language in the collective bargaining agreement to the contrary. Any Incumbent RNs who are above the steps, earning less than the new Step 30 will be moved to the new scale no later than June 30, 2024. Incumbent RNs who earn more than the highest step value will maintain their rate and continue to receive their annual percentage increases.

8. The new experience scale for non per diem RNs in the Operating Room, Intensive Care Unit, Emergency Department and PACU who are receiving a \$6.00/hr. Special Pay Differential (SPD) shall be implemented as follows:
 - a. RNs whose base rates without the SPD will increase by more than \$6.00/hr. when the new experience scale is applied to them will receive a modified SPD of \$3.00/hr. going forward for all hours worked in the Operating Room, Intensive Care Unit, Emergency Department and PACU.
 - b. RNs whose base rates without the SPD will decrease when the new experience scale is applied to them will be grandfathered with respect to the SPD. Thus, they will continue to receive the \$6.00/hr. SPD for all hours worked in the Operating Room, Intensive Care Unit, Emergency Department and PACU for the duration of their employment.
 - c. Newly hired RNs will receive a \$3.00/hr. SPD for all hours worked in the Operating Room, Intensive Care Unit, Emergency Department and PACU, in addition to the appropriate base rate specified in the new experience scale.

9. The new experience scale for non per diem RNs in the Cardiac Cath Lab who are now receiving a \$4.00/hr. SPD and the \$2.00/hr. Cardiac/Vascular Lab Differential described in section 18.7 of the current collective bargaining agreement shall be implemented as follows:
 - a. RNs whose base rates without the SPD and Cardiac/Vascular Lab Differential will increase by more than \$6.00/hr. when the new experience scale is applied to them will receive a modified SPD of \$3.00/hr. going forward in lieu of the SPD and Cardiac/Vascular Lab Differential they are now receiving.
 - b. RNs whose base rates without the SPD and Cardiac/Vascular Lab Differential will decrease when the new experience scale is applied to them will be grandfathered with respect to their SPD and Cardiac/Vascular Lab Differential. Thus, they will continue to receive these differentials totaling \$6.00/hr. for all hours worked in the Cardiac Cath Lab, as provided in the current collective bargaining agreement, for the duration of their employment.
 - c. Newly hired RNs will receive a \$3.00/hr. SPD for all hours worked in the Cardiac Cath Lab in addition to the appropriate base rate specified in the new experience scale. They will not receive the \$2.00/hr. Cardiac/Vascular Lab Differential.

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10. The Union shall withdraw its Staffing Ratios Arbitration pending in American Arbitration Association case 01-22-0004-1249 without prejudice to its right to file an identical grievance at a later date based on events that occur after the date of the withdrawal.
11. The Union shall not refile its unfair labor practice charge in case 22-CA-305190.
12. The HPAE Officers will be excused, with pay, to hold a meeting in the 2b Board Room in order to hold a Union Membership meeting to ratify this agreement.
13. The Union's bargaining committee shall unanimously recommend approval of the agreement and use its best efforts to obtain ratification of the agreement.
14. This memorandum of agreement 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



Jessica Magrotte

For the Union



Joan Geyman RD, CCRD

Mary Ramos

Darcelle Hallbeck

Maria O'Hara

MR JH

D.H

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Experience Scale for newly hired RNs and incumbent RNs as set forth in the memorandum of agreement

Step	BMC Proposal
0	40.33
1	41.54
2	42.79
3	43.65
4	44.52
5	45.19
6	45.86
7	46.44
8	47.02
9	47.61
10	48.08
11	48.56
12	49.05
13	49.54
14	50.03
15	50.53
16	51.04
17	51.55
18	52.07
19	52.59
20	53.11
21	53.64
22	54.18
23	54.72
24	55.27
25	55.82
26	56.38
27	56.94
28	57.51
29	58.09
30	58.67

Handwritten signatures and initials in red and blue ink.

O.H.

Handwritten signatures in black ink.