

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered into this 20th day of March 2023 by and between CarePoint Health’s Bayonne Medical Center (the “Employer”) and Health Professionals and Allied Employees, AFT, AFL-CIO, Local 5185 (the "Union").

WHEREAS, the Employer wishes to re-open the Transitional Care Unit (TCU, or TRCU); and

WHEREAS, the Union has exercised its right to bargain over the effects of this change upon its members; and

WHEREAS, the Employer and the Union have reached a complete agreement 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 their current collective bargaining agreement,

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

1. Except as modified by this Memorandum of Understanding, 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. **Hiring:** The Union and the Employer agree on the Employer’s hiring plan.
3. **Staffing:** The Union and the Employer agree that the TCU will not be opened without appropriate staffing and backfilling of existing positions.
4. **Ratios:** The portion of Appendix K of the Collective Bargaining Agreement relating to the TCU will be modified as follows:

	07:00 - 15:00	15:00 - 23:00	23:00 - 07:00
RNs & LPNs	1:9 (Provided at least 1 RN is present at all times)	1:9 (Provided at least 1 RN is present at all times)	1:9 (Provided at least 1 RN is present at all times)
CNAs	1:8	At least 1 at all times (An additional RN or LPN may be substituted)	At least 1 at all times (An additional RN or LPN may be substituted)
Day Shift Manager	At least 1 at all times.		

5. **Process for Scheduling:** Ratios will be determined at the beginning of each shift. The need for additional staff beyond those regularly scheduled will be determined based upon the census the day before.
6. **Admission Guidelines:** Staffing accommodations will be made to meet the need of anticipated admissions and discharges following regulatory staffing guidelines and those set by this agreement.
7. **Floating:** Staff assigned to the TCU will float according to the guidelines set in Article 14 of the Collective Bargaining Agreement.
8. **Six-Month Review:** The parties will meet in the month of September 2023 to review the success of this agreement and bargain over any additional modifications if necessary.

9. This Memorandum of Understanding and its attachments constitute 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 Magnotta 3/20/23

For the Union

C. J. [Signature] 3.20.23

Joan [Signature] RN, CCRN 3.20.23

Marcia [Signature] 3.20.23

Darcelle [Signature] 3.20.23

Mary Ramos 3.20.23

TCU Hiring Plan

Laborlytics Req	# of Positions	Status	Shift	FTE	Shift Hours	Weekends/ Holidays
Administrator	1	HT	Day	0.5	8	N/A
CNA	3	FT	Day	3	8	EOW/EOH
CNA	3	FT	Evenings	3	8	EOW/EOH
CNA	2	1 FT, 1 HT	Night	1.5	8	EOW/EOH
Infection Control	0 - Acute IC Manager Coverage	PT	Day	0.2	8	N/A
LPN	2	FT	Day	1.8	12	EOW/EOH
LPN	2	FT	Night	1.8	12	EOW/EOH
PCD	1	FT	Day	1	8	N/A
Recreations Therapist	1	FT	Day	1	8	EOW/EOH
RN	3	FT	Day	2.7	12	EOW/EOH
RN	3	FT	Night	2.7	12	EOW/EOH
Social Worker	1	HT	Day	0.5	8	EOW/EOH
US	2	1 FT, 1 HT	Day	1.5	8	EOW/EOH
MDS Coordinator	1	HT	Day	0.5	8	N/A
Physical Therapist	1	FT	Day	1	8	Every 3rd weekend EOH
Physical Therapist	1	PRN	Day	0.01	8	
Occupational Therapist	1	HT	Day	0.5	8	Every 3rd weekend EOH
Total FTEs MAX Capacity				23.21		