

Memorandum of Agreement between CarePoint Health's Bayonne Medical Center and Health Professionals and Allied Employees, Local 5185

Whereas, Bayonne Medical Center (the Employer) and Health Professionals and Allied Employees, Local 5185 (the Union) have a strong partnership to address and improve safety and staffing issues; and

Whereas, the Employer and the Union have a Collective Bargaining Agreement which provides specific, enforceable RN-to-Patient ratios, and

Whereas, the parties wish to amend their Collective Bargaining Agreement in order to improve staffing and provide for the optimal safe utilization of Licensed Practical Nurses (LPNs) agree as follows:

- 1) Appendix K (Staffing Agreement) of the Collective Bargaining Agreement is amended as follows (See Attachment I):
 - a) The Medical Center shall employ twelve (12) Full-Time equivalent LPNs not assigned to TCU/TRCU or Wound Care. No LPN shall be counted in order to satisfy the RN-to-Patient ratios specified in Appendix K – Staffing Agreement.
 - b) There shall be no more than one (1) LPN assigned to a side at any time (for a total of no more than two (2) per unit).
 - c) LPNs shall not be utilized in the Emergency Department, ED Holding Area, or ICU/CCU. LPNs may not be scheduled to substitute for EMTs, CNAs and/or Patient Care Partners.
 - d) LPNs may be utilized in Telemetry for a trial period of ninety (90) calendar days following the execution of this Agreement. At the end of the trial period, the parties shall meet and confer as to the use of LPNs in Telemetry on a permanent basis.
 - e) In Patient Assignment; LPNs will be assigned the lowest-acuity patients, as determined by the Charge RN, within their scope of practice.
 - f) In order to work on, or float to, a unit, an LPN must have successfully completed all courses that are needed to deem an RN competent on that unit. If an LPN does not work on a unit for three (3) months, they will be required to successfully complete all courses that are needed to deem an RN competent on that unit before returning to work or floating there.
 - g) The Medical Center shall make its best efforts to employ at least eighty (80) Full-Time Equivalents of PCPs/CNAs not assigned to TCU/TRCU or Wound Care.
- 2) Article 5.3 (A) (Layoff/Reduction of Hours) shall be modified as follows:
 - 5.3 Layoff/Reduction of Hours
 - a. In the event of a layoff or reduction of hours, the anticipated length and reasons for such shall be sent to the Union. This notice shall be given as soon as reasonably possible after the Medical Center decides to affect a layoff. A minimum layoff notice of fourteen (14) calendar days shall be provided to the affected employees and those who might be affected, except in cases of an unplanned layoff. The union will be provided with a thirty (30) day notice of layoffs and a forty-five (45) day notice of outsourcing.

The Medical Center shall not layoff LPNs who are employed on the effective date of this contract in order to eliminate the job title. Should a layoff be necessary, LPNs may be subject to layoff as all employees are subject. Any layoff shall be implemented on a fair and equitable basis as provided in this article. LPNs hired on or after June 1, 2009 are not subject to this provision.

An unplanned layoff shall be defined as circumstances that render the Medical Center unable to operate in whole or in part and the Medical Center does not have advance notice such as fire, flood, explosion, equipment failure, war, act of God or other disaster.

- 3) Article 17.3 (8)(v) (Wages in Excess of Contract Minimums) shall be modified as follows:

If a bargaining unit employee refers to the Medical Center an applicant eligible for a hiring bonus and if the applicant is hired, ~~and satisfies the two year commitment~~ the Medical Center will pay the referring employee \$125.00 each time the referred employee completes six (6) months of their commitment up to twenty-four (24) months, \$500 minus all legally required taxes and withholding, in a separate check.

- 4) The Employer shall implement a "PSTB Bonus Contract" Program:
- a) With the approval of the Union, the Employer may offer "Bonus Contracts" to current Professional, Service, Technical, and Business Office Clerical employees (see Attachment II).
 - b) Department heads will determine the need for extra shifts in their departments.
 - c) Prior to the expiration date of the Bonus Contracts, the parties will meet to review data to determine the efficacy of the program and whether to renew and/or modify this agreement for an additional six (6) week period.
 - d) Commitments made in bonus contracts will be in addition employees' regularly scheduled hours.
 - e) The Employer will excuse bonus shifts missed or cancelled under reasonable circumstances including, but not limited to; illness, accidents, and/or family emergencies covered by NJ Sick, FMLA, or NJFLA.
 - f) If the number of employees in a department requesting bonus contracts exceeds the number of bonus contracts available, seniority will be used to determine which employees are to be given contracts.
- 5) This Memorandum of Agreement 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 agreement signed by the Employer and the Union.

For The Union:

Martine Chupadi 11/13/2023
Date
Danella Hallenbeck 11/13/23
Date
Nanette Rucina 11/13/23
Date
Janet Pate 11/13/23
Date
Lisa Hunking 11/13/23
Date
Janet Pate 11/13/23
Date

Date

Date

For The Employer:

Janice Magallan 11/13/2023
Date
Lisa Chupadi 11/13/2023
Date
Janice Magallan 11-13-23
Date
Janice Magallan
Date

Attachment I

APPENDIX K

Staffing Agreement

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:

Unit	Shifts			Additional Information
	07:00 - 15:00	15:00 - 23:00	23:00 - 07:00	
	07:00 - 19:30		19:30 - 07:00	
Telemetry RNs	1:5	1:5		RNs in charge from 07:00 - 19:30 will not have a patient assignment. No more than 1 LPN per side (90-day trial period).
Med/Surg RNs	1:6	1:7		RNs in charge from 07:00 - 19:30 will not have a patient assignment. No more than 1 LPN per side.
Oncology RNs	1:6	1:6		RNs in charge from 07:00 - 19:30 will not have a patient assignment. No more than 1 LPN per side.
Pediatrics RNs	1:5	1:5	1:5	No more than 1 LPN per side.
Behavioral Health RNs	1:6	1:6		No more than 1 LPN per side.
Emergency Department RNs	5	6	4	(Staff, not ratios) (If the Holding Area is full, adjustments will be made, as appropriate) RNs in charge from 07:00 - 15:30 will not have a patient assignment. No LPNs.
ICU/CCU RNs	1:3	1:3		RNs in charge in ICU/CCU will not have a patient assignment. No LPNs.
PACU RNs	Current Levels & by prior agreement			
SDS RNs	Current Levels	Current Levels	Current Levels	No more than 1 LPN per side.
ENDO RNs	Current Levels	Current Levels	Current Levels	No more than 1 LPN per side.
OR RNs	Current Levels	Current Levels	Current Levels	No more than 1 LPN per side.
Wound Care Center Nurses	Current Levels			
TCU / TRCU Nurses	1:9 (Provided at least 1 RN is present at all times)			
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TCU / TRCU 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)
TCU / TRCU Day Shift Manager	At least 1 at all times.		

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.

7.) Patient Care Partner Committee: The Medical Center and the Union shall establish an ad hoc Patient Care Partner Committee consisting of up to three (3) Management members and up to five (5) Union members. The meetings will take place at a time agreed upon by the Medical Center and the Union. Thereafter, the Committee shall meet only as necessary. The purpose of the Committee is to discuss problems, review staffing for PCPs, Patient Observation and one to one assignments and procedures, and develop proposals to enhance the operation of the PCP's, including but not limited to: job descriptions, health and safety issues, training needs, inter-departmental issues, etc. Participation in this committee on an employee's scheduled time off shall be voluntary. Employees who attend this meeting during their regularly scheduled hours shall be allowed time off without loss of pay for the purpose of attending these meetings.

8.) As volumes warrant, an additional ancillary staff member will be assigned to assist the ER Holding Nurse with patients holding in the ED. Process: The holding Nurse is to notify the Charge Nurse in the Emergency room of the need for additional assistance. If accommodations cannot be made with current staffing in the ED, the Nursing Supervisor will be notified by the Charge Nurse of the need for the adjustment. If additional staff are available, the Nursing Supervisor will request they be assigned to the ED Holding area. EMTs will be utilized before CNAs.

9.) The Medical Center shall employ twelve (12) Full-Time equivalent LPNs not assigned to TCU/TRCU or Wound Care. No LPN shall be counted in order to satisfy the RN-to-Patient ratios specified in Appendix K – Staffing Agreement.

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10.) The Medical Center shall make its best efforts to employ at least eighty (80) Full-Time equivalent PCPs/CNAs not assigned to TCU/TRCU or Wound Care.

Attachment II

PSTB Extra Shift Bonus Agreement

I, _____, agree to work an extra ____ shifts per week at a bonus amount per hour additional as follows:

Service Unit: \$15.00

Technical Unit: \$20.00

Professional Unit: \$25.00

B.O.C. Unit (Technical Payscale): \$20.00

B.O.C. Unit (All Other Payscales): \$15.00

I will work for a six-week period beginning Sunday, ____ and ending Saturday, _____. The 6-week schedule is for the ____ unit and ____ shift. I understand that I can be assigned to any unit in which I am qualified to work subject to the floating language in the collective bargaining agreement.

Staff must also adhere to their weekend requirement and every other Holiday Commitment per union guidelines. Additional weekends and or holidays may also be worked as well if agreeable to staff and there is a need. At the end of the 6-week assignment, in accordance with the collective bargaining agreement, I understand: • The standard bonus rate of \$10.00 will apply.

I will be paid at the standard bonus rate for shifts scheduled beyond the contracted number of shifts per week. The Schedule will be determined by the Patient Care Director based on the needs of the Hospital. This agreement may be cancelled at any time based on, but not limited to, the following reasons: a. Cancellation of (2) shifts or more within the assignment period. b. Disciplinary Action. c. Clinical performance. The Bonus Shift and related procedures will not replace or limit any other existing practices or procedures for filling open shifts.

AGREED TO AND ACCEPTED BY: _____

Dated _____

Employee Name _____