

**BAYONNE MEDICAL CENTER – HPAE EXTENSION AGREEMENT**

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This Agreement is made this 28th day of June, 2024 between the Health Professionals and Allied Employees, AFT, AFL-CIO on behalf of its members of Local 5185 (herein after the “Union”) and CarePoint Health Systems, Inc on behalf of its hospital Bayonne Medical Center (herein after “the Employer”)

**WHEREAS** the parties currently have a Collective Bargaining Agreement for the Registered Nurse, Non-Nursing Professional, Technical, Service, and Business Office Clerical Bargaining Units; and

**WHEREAS** the Collective Bargaining Agreement is scheduled to expire at midnight on June 30, 2024, and the parties have completed good faith negotiations for an extension agreement.; and

**WHEREAS** the parties have reached agreement on all of the terms and conditions of a extension agreement; and

**WHEREAS** the parties desire to set forth in this Extension Agreement all of the terms and conditions of their agreement;

**NOW, THEREFORE**, the parties hereby agree to extend the terms of the Existing Collective Bargaining Agreement including all mid-term Memorandums of Understanding (MOUs) executed by the parties unchanged except as modified herein.

- 1) Term: This Extension Agreement shall expire at midnight on May 31, 2025.
- 2) Article 15 – Closure of Unit and Downstaffing shall be modified as follows:
  - C) When an employee is downstaffed, if the Employer determines that educational programs, competencies, and/or complete HealthStream modules are available, the employee shall be given the opportunity to volunteer to participate in such programs, competencies and/or modules. In the alternative, employees being downstaffed may volunteer to float per Article 14 – Floating.
- 3) Insurance: All employee contributions and cost sharing related to the Employer’s Health, Dental, and vision Insurance benefits will remain unchanged, and costs will not increase, per the terms of the MOA dated November 29, 2022.
- 4) Wages:
  - a) Effective the first full pay period following December 1, 2024, all Non-Nursing Professional, Technical, Service, and Business Office Clerical employees will receive a bonus as follows:
    - i. Full-Time: \$1,000.00
    - ii. Half-Time: \$750.00

- iii. Part-Time: \$500.00
- iv. Per-Diem who have met their commitment over the ninety (90) calendar days preceding the date of ratification: \$100.00

Each lump sum bonus is a one-time payment, based on the employee's status as of the date of ratification and is not intended as compensation for services rendered or to be rendered. It is payable to employees actively employed on the date the agreement is ratified. It is not payable to employees hired after the date of ratification. All legally required deductions shall be made from all bonus payments.

- b) If CarePoint engages in midterm bargaining with any other union during the term of this Agreement, the Union party to this Agreement (HPAE Local 5185) shall have the right to engage in midterm bargaining regarding the same subject or subjects. Any disagreement or impasse resulting from such midterm negotiations shall not be subject to the grievance and arbitration procedures of this Agreement. Additionally, the Union shall not have the right to strike, and the Employer shall not have the right to lock out in support of proposals made during such midterm negotiations.

Any proposed modifications the parties are negotiating will become effective only upon reaching a complete agreement on all subjects, and ratification by the Union's members and the Employer's Board of Directors. Absent agreement, the CBA will remain unchanged for the balance of its term, and the Employer shall not have the right to impose any changes due to reaching impasse.

- 2) The parties have resolved Grievance #518531924 regarding staffing issues and is attached hereto.
- 3) The Union's negotiating committee shall recommend ratification of this Agreement to its members. Ratification by the Union's membership and the Employer's Board shall be a condition precedent to this Agreement.

The members of the Negotiations Committee shall be released and paid to attend the ratification vote.

The Collective Bargaining Agreement will be amended to include a new Section 3.6 as follows: "Negotiation team members' work schedules will be accommodated to attend negotiation sessions in full (including caucus time). Negotiations days shall be considered time worked for purposes of scheduling and maintaining status. Night shift negotiation team members will be scheduled off the night before and the night of a negotiation session.

- 4) Transparency: The Employer recognizes the Union's right to obtain information relevant to its functions as bargaining agent.
  - a. Accordingly, the Employer will use best efforts to comply with requests for relevant information within 10 calendar days. If relevant information is not provided within such period, the Employer will give

the Union a status update upon the expiration of 10 calendar days and further status updates every 7 calendar days thereafter.

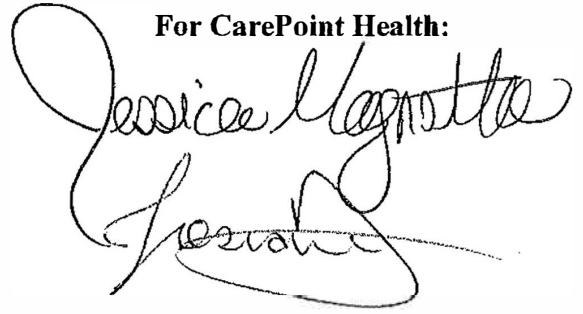
This Agreement is binding upon the parties, their agents, officers, successors, and assigns.

**For HPAE:**

Christine Crimaldi

  
Christine Crimaldi (Jul 8, 2024 14:09 EDT)

**For CarePoint Health:**








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Final Audit Report

2024-07-08

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