

TENTATIVE AGREEMENT

Health Professionals and Allied Employees

AFT/AFL-CIO

and

Complete Care at Harborage, LLC

September 17, 2024

**Modifications to Incorporate LPNs and RNs in existing CBA for HPAE
Represented employees at Complete Care at Harborage, LLC**

ARTICLE 1. UNION RECOGNITION

- 1.1** Complete Care at Harborage, LLC recognizes the Union as the sole and exclusive bargaining agent on behalf of all employees in the collective bargaining unit defined as follows:

All regular full-time and regular part-time and per diem service and maintenance employees, including nurse's aides, residential aides, recreation aides, unit clerks, receptionists, housekeepers, laundry aides, laundry machine operator I, laundry machine operator II, and rehabilitation aides and maintenance employees, but excluding all professional employees, technical employees, office clericals, department heads, managerial employees, guards and supervisors (including the lead housekeeping employee) as defined in the National Labor Relations Act.

In addition, per the Certification of Representative issued by the NLRB on January 3, 2024, the Bargaining Unit was expanded to include:

All Full-Time, Regular Part-Time, and Per Diem Professional Employees in the following classifications: Registered Nurses (RNs); and All Full-Time, Regular Part-Time, and Per Diem Non-Professional Employees in the following classifications: Licensed Practical Nurses (LPNs), employed by the Employer at its 7600 River Road, North Bergen, New Jersey facility.

Upon ratification of the amendments specific to Registered Nurses and Licensed Practical Nurses, all terms and conditions provided in this CBA shall apply to the RNs and LPNs unless otherwise specified.

See Article 15 for definitions of regular full-time, regular part-time and per diem employees.

NO CHANGES TO REMAINDER OF ARTICLE

ARTICLE 15. CLASSIFICATION OF EMPLOYEES

- 15.1 A regular full-time employee is defined as an employee who is regularly scheduled to work thirty-six (30) or more hours per week.
- 15.2 A regular part-time is defined as an employee who is regularly scheduled to work 20 to 29.99 hours per week.
- 15.3 A regular part-time non-benefit eligible employee is defined as an employee who is regularly scheduled to work less than twenty (20) hours per week.
- 15.4 Full-time employees shall receive earned sick leave, paid time off ("PTO"), health benefits, and holidays. All part-time employees shall receive earned sick leave.
- 15.5 Complete Care at Harborage, LLC will re-classify a part time employee to full time status and provide full time benefits prospectively to said employee should the part time employee average thirty (30) work hours or more per week, which are equal to or exceed those of a full-time employee over a six (6) month period.

Enrollment for health insurance benefits as a full-time employee shall be done within thirty (30) days of the employee's re-classification.

Once re-classified to full time status, an employee shall be maintained as a full-time employee for a minimum of six (6) months except in cases where Complete Care at Harborage, LLC determines that a general layoff is necessary, in which case the provisions of Article 5 shall apply.

- 15.6 Per diem employee is defined as an employee who is designated as per diem at the time of hire. Per diem employees are not entitled to any fringe benefits including pay for time not worked. Per diem employees shall be scheduled only on the weekend shifts. Weekend shifts for the purposes of this article are defined as the shifts commencing Friday at 11 p.m. and ending Monday at 7 a.m. No more than three (3) per diems will be scheduled per day. No per diem will be scheduled for double shifts.

Per Diem RNs and LPNs shall not be subject to the weekend limitation above.

ARTICLE 16. WAGES AND EXPERIENCE RECOGNITION

NO CHANGES TO EXISTING WAGE SCALES

Following Maintenance Person add RN and LPN Wage Scales as follow:

Nurses shall be given one (1) year of experience credit for every year licensed as RN or LPN when placed on the wage scales (RNs do not receive credit for experience as LPN prior to RN licensure).

Full Time and Part Time bargaining unit employees will continue to receive the following in addition to their base hourly rate shown on the scales below:

\$1 per hour if the employee signs a waiver of Health Insurance Coverage (see Article 29)

\$1 per hour if a per diem employee signs a waiver of Time Off Benefits (see Articles 17 & 19)

Effective October 1, 2024, the wage scale shall be increased as reflected on the scales below. In addition, each nurse will move up a step to reflect their added year of experience.

Effective May 31, 2025, the wage scale shall be increased by fifty cents per hour (\$0.50) as reflected on the scales below. In addition, each nurse will move up a step to reflect their added year of experience.

Notwithstanding the above, any employee whose current base hourly rate (not including differentials including those for the above listed waivers) is above their appropriate experience rate on the following scales shall have that rate "red circled" until such time as their current rate falls on the scale and shall not receive an increase to that hourly rate. In lieu of such increase, a Nurse who does not receive an increase due to this red circling shall receive a Longevity bonus effective October 1, 2024 and May 31, 2025 of one thousand dollars (\$1,000) pro-rated for Part-Time and Per Diem employees (based on hours worked in prior 12 months divided by 2080). In no event will a nurse receive more than \$1,000 longevity bonus each year.

In addition, any LPN whose placement on October 1, 2024 on the wage scales below results in less than \$0.75 per hour increase will receive the Longevity bonus above for 2024 only.

Registered Nurses

EXPERIENCE	Current	Oct 1, 2024	May 31, 2025
<1	\$45.00	\$46.00	\$46.50
1	\$45.25	\$46.25	\$46.75
2	\$45.50	\$46.50	\$47.00
3	\$45.75	\$46.75	\$47.25
4	\$46.00	\$47.00	\$47.50
5	\$46.25	\$47.25	\$47.75
6	\$46.50	\$47.50	\$48.00
7	\$47.00	\$48.00	\$48.50
8	\$47.20	\$48.20	\$48.70
9	\$47.40	\$48.40	\$48.90
10	\$47.60	\$48.60	\$49.10
11	\$47.80	\$48.80	\$49.30
12	\$48.00	\$49.00	\$49.50
13	\$48.10	\$49.10	\$49.60
14	\$48.20	\$49.20	\$49.70
15	\$48.30	\$49.30	\$49.80
16	\$48.40	\$49.40	\$49.90
17	\$48.50	\$49.50	\$50.00
18	\$48.60	\$49.60	\$50.10
19	\$48.70	\$49.70	\$50.20
20+	\$48.90	\$49.90	\$50.40

Licensed Practical Nurses

EXPERIENCE	Current	Oct 1, 2024	5/31/2025
<1	\$33.00	\$34.00	\$34.50
1	\$33.50	\$34.50	\$35.00
2	\$34.00	\$35.00	\$35.50
3	\$34.50	\$35.50	\$36.00
4	\$35.00	\$36.00	\$36.50
5	\$35.50	\$36.50	\$37.00
6	\$36.00	\$37.00	\$37.50
7	\$36.50	\$37.25	\$37.75
8	\$37.00	\$37.50	\$38.00
9	\$37.25	\$37.75	\$38.25
10	\$37.50	\$38.00	\$38.50
11	\$37.60	\$38.10	\$38.60
12	\$37.70	\$38.20	\$38.70
13	\$37.80	\$38.30	\$38.80
14	\$37.90	\$38.40	\$38.90
15	\$38.00	\$38.50	\$39.00
16	\$38.10	\$38.60	\$39.10
17	\$38.20	\$38.70	\$39.20
18	\$38.30	\$38.80	\$39.30
19	\$38.40	\$38.90	\$39.40
20+	\$38.50	\$39.00	\$39.50

Per Diem RNs and LPNs shall receive two dollars above these scales.

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16.4 Shift Differential

Shift Differential for RNs and LPNs will remain \$1.00 per hour.

16.5 Weekend Differential for RNs and LPNs

RNs and LPNs will continue to receive a Weekend Differential of one-dollar and twenty-five cents per hour (\$1.25) for all time worked beginning at or after 11 PM Friday and ending before or at 10:59 PM Sunday.

NO CHANGES TO REMAINDER OF EXISTING ARTICLE

Includes Unit Clerks & rehab aides and RNs and LPNs.

- 16.1 Preceptor Program:** Employees who are assigned to participate in the training or tutoring of other employees shall receive a differential of one dollar and twenty-five cents (\$1.25) per hour. The differential shall be paid to each employee only for the time functioning as Preceptor. Employees will only precept with mutual agreement between management and the employee. The previously agreed Preceptor Program shall remain in effect.

NO CHANGES TO REMAINDER OF ARTICLE

1. Article 17 – Paid Time Off – RN’s and LPNs will continue to accrue their current Paid Time Off scheduled and will move to the CBA paid time off policy on May 31, 2025.
2. Holidays – Time off – RN’s and LPNs will continue to be paid out their Holiday as per the current facility policy and will move to the CBA paid holiday policy on January 1, 2025
3. Earned Sick Leave – RN’s and LPNs will continue to earn and be paid out their sick days as per the current facility policy and will move to the CBA sick paid leave policy effective January 1, 2026.

ARTICLE 21. LABOR-MANAGEMENT & STAFFING COMMITTEE

21.1 – 21.3 NO CHANGES

21.4 RN and LPN Staffing

The parties agree that appropriate RN and LPN workloads are crucial for optimal resident outcomes. The current national healthcare worker shortages require the parties to work collaboratively to identify current actions and long-term solutions to address short staffing and the recruitment and retention of RNs and LPNs.

To that end, Complete Care CNO and the Local Union will meet within thirty days of ratification to discuss staffing guidelines and the steps that will be taken when these guidelines are unable to be met due to unforeseen circumstances. They shall also review current work assignments to ensure tasks are spread evenly between shifts and units and that outdated documentation and procedures are reduced or eliminated.

ARTICLE 27. TUITION REIMBURSEMENT

27.1 Complete Care at Harborage, LLC. Shall provide Tuition Reimbursement in accordance with the Tuition Reimbursement Policy, which shall be incorporated by reference into this Agreement.

If the employer makes any changes to the Tuition Reimbursement Policy, they will give the Union thirty (30) days' notice and bargain over the effects of such changes.

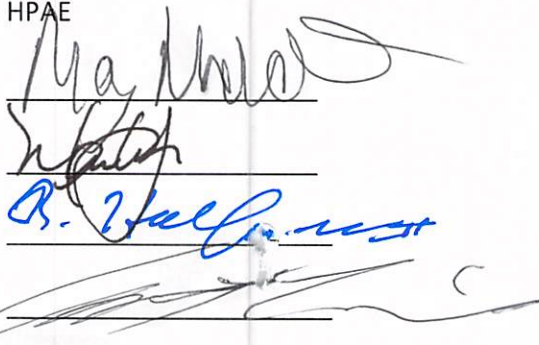
RNs and LPNs require continuing education credits to renew their licenses therefore all RNs and LPNs will be educated on how to access the education and training software offering NJBON recognized CEUs contracted by employer in order to complete required CEUs.

Retirement – RN's and LPNs:

- a. Complete Care at Harborage will provide a 401(k) plan for eligible employees. Complete Care at Harborage LLC will contribute 2% of gross payroll for those RNs and LPNs enrolled, beginning January 1, 2025.
- b. Vesting shall be at 100% after 3 years of service.

Agreed this 17th Day of September 2024:

HPAE


Three handwritten signatures are present, each on a horizontal line. The top signature is in black ink, the middle one is in black ink, and the bottom one is in blue ink.

Complete Care


A handwritten signature in black ink, reading "Hershel Schwartz", is written over a horizontal line.