

\MEMORANDUM OF AGREEMENT

Between

New Bridge Medical Center

And

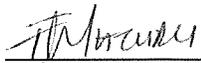
HEALTH PROFESSIONALS & ALLIED EMPLOYEES, AFT, AFL-CIO

May 29, 2025

New Bridge Medical Center (the "Employer") and Health Professionals & Allied Employees (the "Union") are parties to a collective bargaining agreement. The parties have engaged in good faith bargaining for a successor contract and have agreed to the following in full settlement of these negotiations and to resolve any and all issues and controversies between them, as reflected in this Memorandum of Agreement.

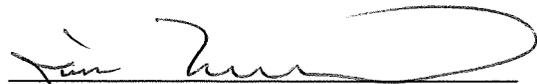
Both parties as follows:

- A) Union Ratification: The agreements reflected herein are tentative and subject to ratification by the Union's membership.
- B) Terms of the Contract: Both parties agree to modify the terms of the existing collective bargaining agreements, as set forth below. Except as modified by the signed Tentative Agreements and as set forth below, the terms of the parties' agreement which expired on May 31<sup>st</sup>, 2025 shall remain in full force and effect.
- C) The expiration date for the new Collective Bargaining Agreement (subject to member ratification set forth in A) shall be 11:59pm, May 31<sup>st</sup>, 2028.

 05/29/2025

Health Professionals & Allied Employees  
AFT/AFL-CIO, Local 5147

Date:

  
New Bridge Medical Center

Date:

5/29/25



**Tentative Agreement**

**BNBMC / HPAE**

**ARTICLE 2: UNION NOTIFICATION**

**2.8 Union Business; President.**

**The Union President shall be permitted one (1) day per week for three hours every Friday with pay for conducting Union business. The President shall have the right to designate any of the Union officers and/or local representatives as a substitute for the President/Chairperson under this section. All time under this section shall be counted as hours worked for overtime pay, seniority and benefit accrual purposes.**

  
\_\_\_\_\_  
BNBMC Labor Relations Director

5/29/25  
\_\_\_\_\_  
Date



  
\_\_\_\_\_  
HPAE Representative

05/29/2025  
\_\_\_\_\_  
Date



## Tentative Agreement

### BNBMC / HPAE

#### ARTICLE 4: EMPLOYEE RIGHTS AND STAFFING

4.3 The ~~staffing of all units and departments and the~~ effectiveness of the acuity system shall be reviewed regularly by the Quality Liaisons and such reports shall be provided to the bi-monthly Quality Liaison Committee meetings. The Quality Liaison Committee shall be comprised of an equal number of management and union representatives with the HPAE State President, or her/his designee, and the Vice-President of Human Resources, or her/his designee serving as ex-officio members. There shall be a minimum of four (4) Quality Liaisons employed by the Medical Center for a minimum of one shift per week (8 or 12 hour shifts) in addition to attendance at QL Committee meetings, BCIA, COB Sub-Committee meetings, BNBMC Health and Safety Committee meetings, BNBMC Workplace Violence Committee meetings (and sub-committee meetings) and any meetings the QL is invited to attend by BNBMC management in their role as QL. Such liaisons shall be independent monitors of the ~~level of staffing and~~ quality of care provided to patients and residents of the Medical Center and the Health and Safety of patients, residents and staff of the Medical Center. The Liaisons shall be selected jointly from among the Registered Nurses and Non-Nursing Professional bargaining units (or as mutually agreed) by the union and the Medical Center and shall report directly to the Quality Liaison Committee. In the absence of mutual agreement on the selection of a QL, the Union will name a minimum of three candidates that are acceptable to the Union and the management shall select one of those candidates to serve as QL. They shall remain in their positions unless there is mutual consent of the parties to replace a Liaison with another staff member.

In addition to the responsibilities outlined above, the Quality Liaisons shall work to improve patient/resident care through objective and systematic monitoring and evaluation of the appropriateness of patient/resident care delivery and service by performing the essential functions listed in the Quality Liaison Job Description agreed to by the union and management and as revised from time to time by the joint Quality Liaison Committee (the parties agree to update this job description no later than September 1, 2019 to reflect added responsibilities reflected in this CBA).

Quality Liaisons shall be free to report their findings without censorship or fear of reprisal from management when reporting to the COB, BCIA, Bergen County or any other body of the hospital's license holder.

#### 4.4 STAFFING

##### a. General

Bergen New Bridge Medical Center and the Union agree that staffing needs fluctuate over time and are influenced by many factors. These factors include patient data, patient focused indicators and structure indicators. To ensure appropriate staffing, these sensitive quality indicators will be

considered in determining appropriate staffing levels.

If State and Federal legislation is enacted renders all or part of this section to be in violation of the law or State or Federal regulations or less than what is provided by State or Federal law or regulations, that portion of this article will be superseded by the appropriate provision of such law or regulation, so long as the same is in force and effect; but all other provisions of this Agreement shall continue in full force and effect.

b. Staffing Regulatory Guidelines

The Hospital shall abide by all staffing guidelines promulgated by the NJSDOHSS, Joint Commission and any other State or Federal Licensure or Certification Organizations that have jurisdiction over Acute Care, Behavioral Health, or Long Term Care facilities. Further, due to the unique nature of behavioral health care, it is understood that in the Behavioral Health Division, staffing guidelines must take into account all licensed personnel. Further, the hospital shall abide by existing staffing guidelines and requirements set forth by the Bergen County Improvement Authority (BCIA).

~~c. Hospital Staffing Guidelines~~

~~A. Development of Staffing Standards for each Division~~

~~During the first six (6) months of the contract, the Quality Liaison committee will review the information outlined in Section B below.~~

~~Within six (6) months of the contract, the Quality Liaison committee shall develop staffing standards, improved workflow systems and safety measures in a minimum of one unit from each of the nursing divisions (Acute, LTC and Behavioral). The staffing standards will include minimum RN staffing and maximum work/caseload requirements for Professional titles (Pharmacy, Social Workers, Therapists) and consider the amount of sufficient ancillary staff for the safe and effective treatment of patients and residents. Among those issues to be considered is accommodating mid-shift changes in census and/or acuity of patients.~~

~~Recommendations for change in systems or staffing will be made by the committee to the Chief Operating Officer or to the appropriate Divisional Vice President for action. It is the intent of the parties to use the lessons learned from those initial units for use in additional units and/or to develop staffing standards, improved workflow systems and safety measures on other units if those lessons are not applicable to other units.~~

~~B. Factors to be used in developing staffing standards/ratios:~~

~~i. Hospital's Acuity System~~

~~ii. Patient data indicators~~

~~1. Admissions/Discharges~~

~~2. Patient Days~~

~~3. Case Mix Index~~

~~4. Length of Stay~~

~~5. Visit Volume~~

~~iii. Patient focused indicators:~~

1. Medication error rates
2. Patient falls
3. Nosocomial infections
4. Pain Management
5. Pressure sores
6. Restraint use
7. Patient satisfaction surveys

iv. ~~Structure Indicators~~

1. ~~Nursing hours per patient day/units of service/visit volume~~
2. ~~Use of agency staffing~~
3. ~~Staff turnover~~
4. ~~Overtime/worked hours~~
5. ~~Staff qualifications (experience, education, certification)~~
6. ~~Unscheduled absences~~

d. ~~Staffing Committee~~

~~The hospital and the Union shall utilize the Quality Liaison Committee to serve as the "Staffing Committee" (see Article 4.3). The committee will meet quarterly to review the impact of staffing levels on patient outcomes and employees' professional practice. The calendar of these meetings shall be posted no later than January 31<sup>st</sup> of each year. Minutes will be taken on a rotating basis and published after review and approval by the committee.~~

ce. ~~Conflict Resolution~~

~~If after 12 months of the contract, the committee cannot come to an agreement on the staffing targets, a facilitator, who must be an appropriate professional, shall be designated by the mutual consent of the parties. Thereafter, if there is no agreement on the selection of the facilitator, the parties shall request the BCIA chairperson to make the selection.~~

~~The responsibilities of the facilitator will be to aid, promote, and enhance the functioning of the committee, the facilitator shall have the authority to make a non-binding determination regarding disputed standards. The facilitator shall not have the power to add to, subtract from, or otherwise amend this agreement.~~

It is understood that occasional incidents of failure to satisfy the staffing levels established hereunder shall not constitute noncompliance with the staffing levels. In addition, if there are unforeseen circumstances cancellations, unplanned absences, patient emergencies, or sudden changes in volume, the guidelines set forth in this Article shall not apply. In the event of a dispute as to whether the Hospital is in compliance with the staffing levels and staffing factors set forth in this Article, the matter shall first be referred to the Labor Management Committee for resolution. In the event that

the Labor Management Committee is unable to resolve the matter, the Union may refer it for arbitration by an arbitrator selected through the American Arbitration Association. The arbitrator shall decide whether the Hospital is in compliance with the staffing levels set forth in this Article. The Hospital and the Union shall comply with the arbitrator's decision. The cost of the arbitrator, if any, shall be shared equally by the parties. The arbitration proceeding shall be limited to two days.

In the event of arbitration arising out of this Article, the sole remedy the arbitrator would be empowered to award is a direction to the Hospital to enter into compliance with the staffing levels set forth in this Article. All arbitration proceedings and awards hereunder shall be kept confidential unless the parties jointly agree to disclosure to third parties.

d. Staffing Ratios

Effective December 1, 2026

# Tentative Agreement

## BNBMC / HPAE

### ARTICLE 18: STAFF DEVELOPMENT/EDUCATION

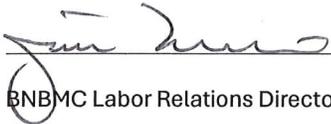
#### 18.1 A. Orientation for Registered Nurses:

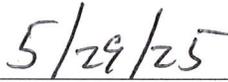
e. Each orientee shall be assigned a preceptor. Such preceptor shall be specifically trained in precepting and shall be responsible for orienting the new hires/transfers to the unit. Preceptors will be selected by the hospital utilizing the following criteria: 1) Outstanding nursing skills; 2) Good attendance and work record; 3) Good listening skills; 4) Understanding of the principles of adult learning. Participation in the preceptor program is strictly voluntary. Preceptors shall be paid ~~one dollar and fifty cents (\$1.50)~~ ~~four dollars (\$4.00)~~ ~~one dollar and eighty cents \$1.80~~ an hour in addition to their regular pay for all days in which they have a precepting assignment. Before any orientee is sent to the unit, the hospital will make its best efforts to notify the staff on the unit prior to the time the charge nurse makes the assignments for the shift. The Manager shall assure that assignments on a unit where a new staff member is being precepted are appropriate for the effective orientation to the unit. The preceptor program shall be subject of continuing review by the Labor Management Committee. The preceptor shall follow a written plan. At the conclusion of the scheduled preceptor period, the orientee, preceptor, unit/department manager, and educator will review the progress of the orientee and determine if additional time is necessary. If no designated preceptor is available, any staff member assigned to orient an employee shall receive the ~~one dollar and fifty cents (\$1.50)~~ ~~four dollars (\$4.00)~~ ~~one dollar and eighty cents \$1.80~~ an hour differential.

Preceptors shall only precept non-supervisory employees within their home float district as defined in 19.1e.

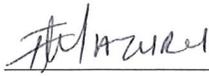
Nurse preceptors shall only be assigned licensed nurses.

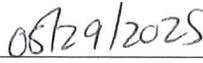
Social Work preceptors shall only precept fully credentialed Social Workers. All other non-nursing professionals will receive preceptor pay of ~~four dollars (\$4.00)~~ one dollar and eighty cents \$1.80 per hour, in addition to their regular pay for all days they have a precepting assignment.

  
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BNBMC Labor Relations Director

  
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HPAE Representative

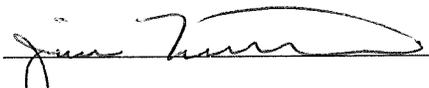
  
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## Tentative Agreement

Modify 18.5 Tuition Reimbursement:

3. The employee must receive a passing grade for the course (in the case of a pass/fail course a simple pass is acceptable). A grade of "D" is unacceptable, and there will be no reimbursement for same.
  - a. The employer shall provide \$250,000 per calendar year for tuition reimbursement. An annual accounting of funds, along with the amount, shall be provided to the Union President. The maximum amount for full time employees is ~~\$8,000~~ \$8,500 per contract year. Tuition reimbursement shall be pro-rated for part-time employees.

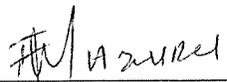
  
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BNBMC Labor Relations Director

4/24/25  
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HPAE Representative

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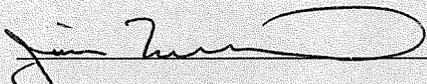
## Tentative Agreement

### ARTICLE 19: FLOATING

#### 19.2 For Registered Nurses Only: Provisions

##### Add new paragraph k:

Newly graduated RNs and RNS with less than one year of work experience shall not float for a period of six (6) months from their date of hire. RNs with more than one (1) year of work experience shall not be floated for a period of three (3) months from their date of hire. This provision shall not apply to per diem employees.

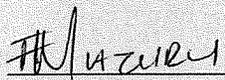
  
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BNBMC Labor Relations Director

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HPAE Representative

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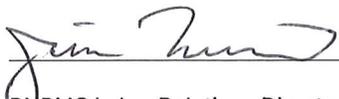


**Tentative Agreement**

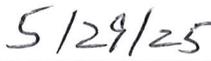
**BNBMC / HP AE**

**ARTICLE 21.4 Wage Scale**

D. A differential of \$125-\$150 shall be paid to any APN working a contractually recognized Holiday.

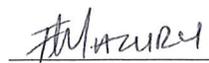
  
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BNBMC Labor Relations Director

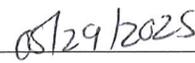
  
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HPAE Representative

  
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## Tentative Agreement

### BNBMC Proposal

Modify ARTICLE 21.7 to include Substance Abuse Workers

Step 1 – 0 to 1 year

Step 2 – 1 to 2 years

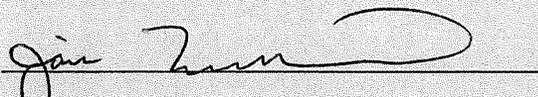
Step 3 – 2 to 3 years

Per diem – Step 3

**\*wages to mirror first three steps of Addiction Counselor wage chart**

#### New

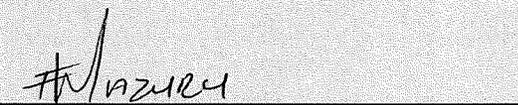
\*CADC certification is required per NJAC 13:34-3.2 within a three-year period. Should certification not be attained any noncompliant employees will be terminated to ensure compliance of New Jersey Administrative Code Title 13 Law and Public Safety Chapter 34C Alcohol and Drug Counselor Committee.



BNBMC Labor Relations Director

4/23/25

Date



HPAE Representative

04/24/2025

Date

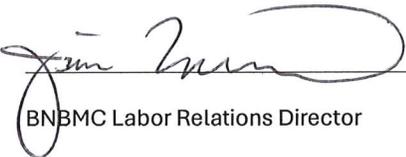


**Tentative Agreement**  
**BNBMC / HPAE**

**ARTICLE 22: PREMIUMS/ DIFFERENTIALS**

**22.2 For Registered Nurses: Charge Pay**

- b. The "charge nurse" differential shall be ~~two dollars (\$2.00)~~ two dollars and twenty-five cents (\$2.25) per hour.

  
BNBMC Labor Relations Director

5/29/25  
Date



  
HPAE Representative

05/29/2025  
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## Tentative Agreement

### BNBMC / HPAE

#### 22.3 Education Differential

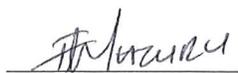
A. All full time and part time employees will receive an annual bonus paid in two parts on June 30th and December 15th to employees for each of the following Educational credentials:

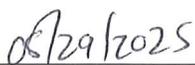
- a. B.S.N. - ~~\$600~~ \$675 – This also applies to a BA or a BS in health-related disciplines if the employee was hired and received a degree before January 1, 1982.
- b. M.S.N. or Masters Degree in area of nursing expertise - ~~\$750~~ \$850
- c. Doctorate in area of expertise (for RN's and non-nursing professionals where the doctorate is in their field of practice but not required by the job) - ~~\$900~~ \$1,200

  
BNBMC Labor Relations Director

  
Date



  
HPAE Representative

  
Date

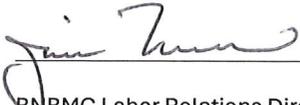


# Tentative Agreement

## BNBMC / HPAE

### Article 22.3 (a) Certification Pay

- D. A Recreation Therapist with a current Certified Therapeutic Recreation Specialist (CTRS) certification shall receive an hourly differential of ~~fifty cents (\$0.50)~~ one dollar (1.00) per hour.
  
- F. Any employee that receives bilingual certification will receive two dollars (\$2.00) per hour added to their base rate of pay for hours spent providing bilingual services. Details surrounding bilingual certification pay to be agreed upon by the parties.

  
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BNBMC Labor Relations Director

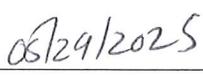
  
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HPAE Representative

  
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# Tentative Agreement

## BNBMC / HPAE

### Article 22: Premiums/Differentials

#### 22.3(a) B. Critical Care Differential

1. All assigned Full Time, Part Time and Per Diem RN's working in the ER/OR/PACU/ICU/CCU/ITCU shall receive a differential of \$4.00/hour for all hours worked on these Units.

a. Any employee who obtains their Specialty Certification within 360 days (CNOR, CCRN, CEN, PCCN) will maintain the \$4.00 differential and will be paid an additional \$4.00 certification differential once they obtain and maintain their Specialty Certification.

b. Any RN who does not obtain their Specialty Certification within 360 days (CNOR, CCRN, CEN, PCCN) will forfeit the \$4.00 differential.

c. RN's that work in the OR who choose not to work in the intraoperative setting will have the option to obtain the CCRN Specialty Certification in place of the CNOR Specialty Certification

2. For the purpose of Specialty Certification, the above will apply o all assigned Full Time, Part Time, and Per Diem RN's who work in the OR (CNOR or CCRN) PACU (CPAN or CAPA), ICU/CCU/ITCU (CCRN or PCCN) or ED (ED=CCRN or CEN).

3. All certified RN's receiving the \$8.00/hour differential for working in the above areas are red circled and will continue to receive said differential

4. All employment records will be reviewed by the employee's Director of Nursing, a Human Resources Representative(s) and an HPAE representative(s) for the purpose of eligibility determination. For example, it is each RN's responsibility to maintain certification, otherwise they will lose the full \$8.00/hour certification pay until such time that it is re-attained

  
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BNBMC Labor Relations Director

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HPAE Representative

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## Tentative Agreement

### BNBMC / HPAE

#### Article 22.4

##### 22.4 a. For Registered Nurses: Weekend Differentials

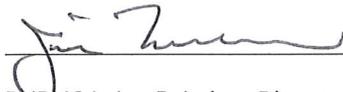
An employee shall receive a differential of two dollars and twenty-five cents (~~(\$2.00)~~ (\$2.25) per hour in addition to her/his regular compensation rate for all hours worked on weekends.

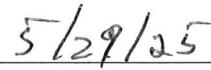
##### 22.4 b. For Non-Nursing Professionals:

Employees scheduled to work on Saturday or Sunday shall receive additional compensation in the sum of two dollars and twenty-five cents (~~(\$2.00)~~ (\$2.25) per hour for each hour actually worked. This added compensation shall not be included in the hourly rate of pay when computing overtime pay.

##### 22.4 c. For Nurse Practitioners:

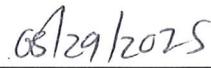
Employees scheduled to work on Saturday or Sunday shall receive additional compensation in the sum of two dollars and twenty-five cents (\$2.25) per hour for each hour actually worked. This added compensation shall not be included in the hourly rate of pay when computing overtime pay.

  
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BNBMC Labor Relations Director

  
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Date



  
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HPAE Representative

  
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Date



## Tentative Agreement

### Modify 23.1 Holidays Recognized and Observed

- a. The following days shall be recognized and observed as paid holidays:

New Year's Day

Martin Luther King's Birthday

President's Day

Memorial Day

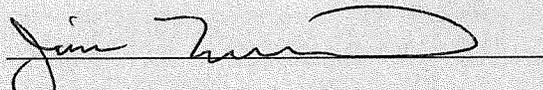
Independence Day

Labor Day

Thanksgiving Day

Christmas Day

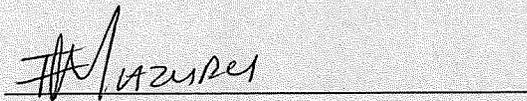
**Juneteenth**



BNBMC Labor Relations Director

4/24/25

Date



HPAE Representative

4/24/25

Date



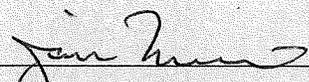
## Tentative Agreement

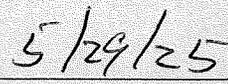
### BNBMC / HPAE

#### ARTICLE 25.1 – Sick Leave

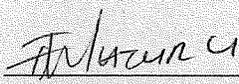
The first five (5) days of sick leave may be used for any of the following reasons:

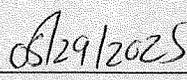
N.J. Sick Leave may be used throughout the year at employees' discretion.

  
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BNBMC Labor Relations Director

  
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Date



  
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HPAE Representative

  
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Date

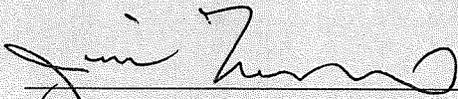


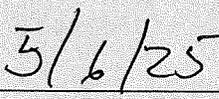
## Tentative Agreement

### ARTICLE 26: OTHER PAID LEAVES

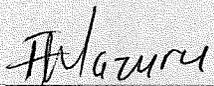
#### 26.1 Bereavement Leave

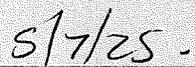
- a. Time off with pay at the regular compensation rate plus shift differential, if applicable, for ~~three (3)~~ four (4) working days will be given in the event of the death of a member of the employee's immediate family.
  
- b. Immediate family is defined as: parents, spouse/civil union partner, children, grandparents, parent in-laws, grandchildren, siblings and spousal equivalents ~~residing in the employee's household~~. Such days must be taken on consecutively scheduled work days within a reasonable period of time of the day of the death or the funeral. Consecutively scheduled work days may bookend scheduled days off for the purpose of this provision. The days may neither be split or postponed.

  
\_\_\_\_\_  
BNBMC Labor Relations Director

  
\_\_\_\_\_  
Date



  
\_\_\_\_\_  
HPAE Representative

  
\_\_\_\_\_  
Date

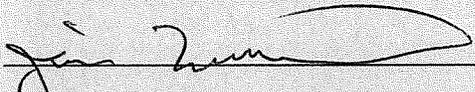


## Tentative Agreement

### BNBMC Proposal

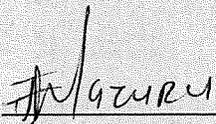
#### Modify ARTICLE 27 HEALTH INSURANCE

- a. 27.1 If an employee is on unpaid leave of absence, except as provided for in (a) above, she/he shall continue to be covered until the last day of the pay period in which they last worked, after which the employee shall be offered the opportunity to continue her/his coverage at personal expense at the COBRA rates.
- b. Any insured employee who resigns or is terminated for any reason shall continue to be covered until the last day of the pay period in which they last worked, after which the employee shall have the opportunity to continue her/his coverage at personal expense at the COBRA rates.

  
\_\_\_\_\_  
BNBMC Labor Relations Director

4/23/25  
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Date



  
\_\_\_\_\_  
HPAE Representative

04/24/2025  
\_\_\_\_\_  
Date



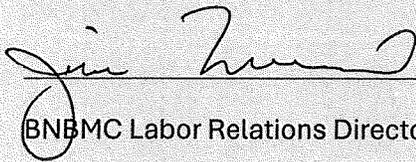
Tier 2 - High-Cost Generic Preferred Brand

Tier 3 - Non-Preferred Generic Brand

	<u>Core Plan</u>	<u>Premium Plan</u>	<u>Plus Plan</u>
Low Cost Generic	\$35.00	\$30.00	\$30.00
Brand/High Cost Generic	50% Coverage	50% Coverage	50% Coverage

In light of Bergen New Bridge Medical Center Pharmacy's requirement to provide equal access to all customers as a NJ licensed pharmacy, in lieu of preferential employee access hours, Bergen New Bridge Medical Center will extend operating hours from 7am-6:30pm, will allow enrollment in an automatic refill program, use of an IVR system to call in refills and check status of refills without the need to speak with pharmacy staff, enrollment in text notifications to stay informed of prescription processing status, and storage of a credit card on file to speed up check-out at pick up.

Bergen New Bridge Medical Center will extend operating hours and certain services will be provided for employees for the duration of the contract. Pharmacy will provide a 24-hour service line for employees to call in refills and check status of refills without the need to speak with pharmacy staff, enrollment in text notifications to stay informed of prescription processing status, and storage of a credit card on file to speed up check-out at pick up.

  
BNBMC Labor Relations Director

5/6/25  
Date



  
HPAE Representative

5/7/25  
Date



## Tentative Agreement

### BNBMC / HPAE

#### 27.1 Prescription Plan

- a. Effective June 1, 2010 employees shall be able to obtain prescriptions up to 30 days supply from the employer's pharmacy for no more than the following co-payment:

	<u>Core Plan</u>	<u>Premium Plan</u>	<u>Plus Plan</u>
Low Cost Generic	\$10.00	\$8.00	\$8.00
Brand/High Cost Generic	\$25.00	\$20.00	\$20.00
Non-Preferred Brand or Patient Requests Brand	\$25.00 +	\$20.00 +	\$20.00 +
	+ Cost Difference	+ Cost Difference	+ Cost Difference

Cost difference is defined as the difference between generic and preferred brand.

When allowed, a 90-day supply can be filled at a discounted copay equal to twice the "30-day" listed copay's above (rather than three times)

Mail order option will be available for filling generic maintenance medications (prescriptions taken on a regular basis).

Retail pharmacies can fill up to a 30-day supply of medication. Vast majority of medications are available at co-pays not to exceed the following:

~~Core Plan - Low Cost Generic \$10.00~~

~~Brand - \$25.00 coverage~~

~~Premium Plan - Low Cost Generic \$8.00 coverage~~

~~Premium Plan - Brand \$20.00 coverage~~

~~Tier 1 - Low Cost Generic Brand~~

Tentative Agreement

BNBMC / HPAE

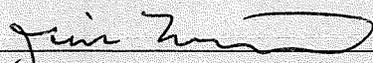
ARTICLE 29: DISCIPLINE/DISCHARGE

The Employer shall have the right to discharge, suspend or otherwise discipline an employee covered by this Agreement for just cause. In the case of suspension, and/or discharge, the Employer will notify the Union and the Local Union President in writing of such action. If the Union desires to contest such action by grievance process, it shall give written notice to the Employer within ten (10) working days from the date of receipt of notice of suspension or termination. In such event, the dispute may be submitted for determination commencing at Step 3 of the grievance procedure.

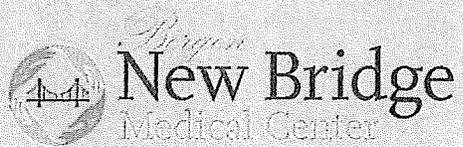
- a) Where the Employer seeks the imposition of a suspension without pay, or dismissal from service, notice of such discipline shall be made, in writing, and served upon the employee. The conduct for which discipline is being imposed and the penalty proposed shall be specified in the notice. The written notice served on the employee shall contain a full description of the specified act and conduct, including reference to dates, times, and places when relevant management has such information. All relevant information not in management's possession at the time of the discipline shall be provided to the employee and the union as soon as procured by management. The Union shall be notified, simultaneously or as soon as possible thereafter.

An employee shall not be disciplined for acts which occurred more than ~~ninety (90)~~ sixty (60) days prior to the imposition of the charges, or more than ~~ninety (90)~~ sixty (60) days after the Employer learns of a punishable act, or identifies the responsible person whichever is greater. This exception is limited to those cases where the problem is only evident over a period of time and repetition or where the employer could not reasonably have been aware of the infraction sooner. A grievance filed as a result of suspension shall be initiated at Step 3 of the grievance procedure if the Department Head or her/his designee was present at the disciplinary conference. A termination may be initiated at Step 3 of the grievance procedure.

- b) Verbal and written reprimands shall not be used towards progressive discipline after twelve months. This time period will be extended by any leave of absence taken during it.

  
\_\_\_\_\_  
BNBMC Labor Relations Director

5/7/25  
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Date



  
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HPAE Representative

5/7/25  
\_\_\_\_\_  
Date



# Tentative Agreement

## BNBMC / HP AE

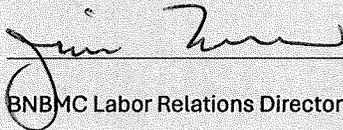
### ARTICLE 31: SPECIALTY ITEMS

#### A. For Registered Nurses Only:

#### 31.1 On Call; Operating Room

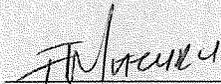
Nurses assigned to operating room duty shall be "on call" during their non-working hours as required by the Employer pursuant to the following conditions:

- a. The employer will establish an "on-call" schedule which will be posted and which will state the names of the nurses who are on call and the dates and hours of on call duty for a four (4) week period. The Employer will make its best effort to schedule on call duty equally among the nurses assigned to operating room duty.
- b. The Employer may assign a nurse to on call duty on a daily basis; Monday to Friday from 3:30 p.m., 4:30 p.m. or 5:30 p.m. to 7:00 a.m. the following day or on a weekend basis from 7:00 a.m.; Saturday to 7:00 am on the following Monday. The nurses assigned to be "on call" from Monday to Friday will work the eight (8) hours immediately preceding the designated "on call" time. On call time begins once all OR employees have left the Hospital.
- c. Nurses assigned to on call duty shall receive ~~\$4.00~~ \$4.25 per hour for on call compensation

  
BNBMC Labor Relations Director

5/29/25  
Date



  
HP AE Representative

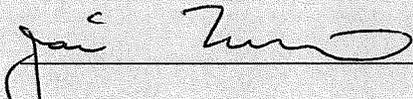
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Date



# Tentative Agreement

**BNBMC / HPAE**

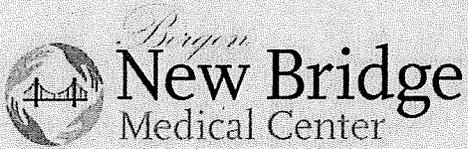
Side letters: All existing side letters are to be renewed.

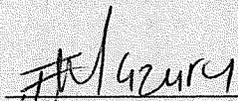
  
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BNBMC Labor Relations Director

4/28/25  
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Date



  
\_\_\_\_\_

HPAE Representative

4/28/25  
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Date



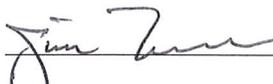
# Tentative Agreement

## BNBMC / HPAE

### New Article: Artificial Intelligence

BNBMC shall provide HPAE at least forty-five (45) days' advance notice in order to bargain the implementation and effects of Generative Artificial Intelligence ("GAI") if the implementation of GAI affects the terms and conditions of employment for bargaining unit members. The parties acknowledge that definitions of GAI vary but agree that the term generally refers to a subset of artificial intelligence that learns patterns from data and produces predictions and recommendations based on those patterns that may have implications for diagnosis, treatment, staffing levels, and overall patient care. It does not include "traditional AI" technologies programmed to perform specific functions. The term GAI is used for convenience, and this Section shall also apply to any technology that is consistent with the foregoing definition, regardless of its name.

BNBMC agrees that it will negotiate with HPAE if the introduction of GAI may result in the layoff of bargaining unit members.

  
\_\_\_\_\_  
BNBMC Labor Relations Director

5/29/25  
\_\_\_\_\_  
Date



  
\_\_\_\_\_  
HPAE Representative

05/29/2025  
\_\_\_\_\_  
Date

