



Summary of Tentative Agreement between HPAE 5089 RNs and University Hospital

Oct. 18, 2016

With your support, your Negotiating Committee has worked hard to bargain a tentative agreement with University Hospital for Registered Nurses. This is our first contract since the hospital became a standalone facility due to the reorganization. We were able to make a number of significant improvements. **Your Bargaining Team strongly recommends that you vote YES to ratify our new contract.**

1. **Term of contract:** Retroactive to October 1, 2014 and expires September 30, 2017.

2. **Salaries and Wages:**

	Staff Nurses*	Case Managers and Access Case Managers	APNs and Nurse Clinicians
Oct 2014 (retro)	Retro to October 2014, increase all steps on Scale A and the UB-Scale by 2%.	Retro to October 2014, all Case Managers who were employed as a Case Manager as of 9/30/14 will move one step on the Scale for Case Managers. In addition, Scale for Case Managers will increase by 0.7%. (For those who qualify for a step the increase will range from 2.3 to 3%.	Retro to October 2014, 2% across the board increase.
Oct 2015 (retro)	Retro to October 2015, increase all steps on Scale A and UB-Scale by 2%.	Retro to October 2015, increase all steps on the Case Manager Scale by 2%.	Retro to October 2015, 2% across the board increase.
Oct 2016	Effective October 2016, increase all steps on UB-Scale by 2%. In addition, Scale A will be eliminated and all Staff Nurses on Scale A will be placed on the appropriate step on the UB-Scale based on their accrued calculated experience as of July 1, 2011.	Effective October 2016, increase all steps on the Case Manager Scale by 2%. Market analysis will be conducted by 12/31/17.	Effective October 2016, 2% across the board increase. Market analysis will be conducted by 12/31/17.
Per Diem Staff Nurse	Effective October 2016, the rate for per diem staff nurses will increase from \$45.00 to \$46.50. When we began negotiations, management did not want to increase the per diem rate. This is the first increase to the rate in 13 years.		
CRNAs	Effective October 2014, all steps increased by 2%, with retro pay to 10/1/14. Effective October 2015, all steps increased by 2%, with retro pay to 10/1/15. Effective October 2016, a new CRNA scale will go into effect. CRNAs with 0-3 years of experience will be moved to \$67.31. CRNAs with 4-6 years of experience will be moved to \$76.93. CRNAs with 7-9 years of experience will be moved to \$85.39. And, CRNAs with 10+ years of experience will be moved to \$89.66. CRNA Per Diem rates remain the same.		

* **Scale B Staff Nurse Step Arbitration Settlement.** While the contract preserves the Scale B steps. It does not include step movement. Instead we were able to separately resolve an outstanding arbitration for Staff Nurses on Scale B which will **place every Staff Nurse on the correct step effective October 2016.** This one-time adjustment is based on years of accrued experience as defined by the guidelines in Article 17. Part-time nurses must work two full years in order to receive one step. However, we ensured that .9 experience back to 2011 will be counted as full-time.

- Tuition:** Increased tuition reimbursement to \$3,700 for full-time members and \$2,350 for part-time members to attend any school. Members that are currently enrolled with the former "UMDNJ School of Nursing" will continue to receive reimbursement at a higher rate to attend Rutgers School of Nursing. Employees utilizing this benefit must stay employed with the Hospital for one year after reimbursement.
- Staffing:** Minimum staffing levels for all critical care units will be 1:2 which will improve our ability to provide safe patient care as well as reduce the instances of nurses being tripled. We also added a target staffing level of 1:6 for the Observation Unit. In addition, we strengthened our ability to enforce the staffing levels for every unit by eliminating the conflict resolution facilitator which will allow us to use arbitration when management fails to comply. This was an enormous accomplishment for our members as management sought to eliminate the staffing language in its entirety and because this provision had not been updated since it was introduced in 2003.
- “.9” Staff Nurses:** For the first time, “.9” staff nurses will be classified as full-time for certain purposes, which means they will be eligible for raises and receive credit for accrued experience like every other full-timer. In addition, they will have full-time status for the purposes of tuition reimbursement, weekend rotation, uniform allowance, and layoff/bumping rights. In exchange, we will withdraw our outstanding arbitrations and charges.
- Infectious Diseases:** In the event that another public health outbreak occurs such as Ebola or Lassa Fever, a process has been established that will ensure that those members assigned to the Extended Treatment Area, (or “the tent”, as it has been referred to in the past), will be volunteers and will be trained. Also, members that volunteer or work

in the Emergency Department, will receive training on the donning and doffing of PPE at least twice per year. We also ensured, that in the event a nurse is quarantined, they will receive compensation.

7. **Seniority:** Seniority for employees hired prior to July 1, 2013 will retain their UMDNJ date of hire.
8. **Layoff and bumping:** Employees affected by a reorganization or closure of a unit will now have layoff and bumping rights. In addition, in the event an employee's position is eliminated due to the reorganization or closure of a unit, and a vacancy within the same title occurs in their former unit/department within one year, the employee will be permitted to bid on his or her former position despite the six (6) month "no bid" period.
9. **Work Schedules:** Management must respond to requests within 14 calendar days of submission in writing.
10. **Shift Differential:** New hires will only be entitled to a shift differential if a majority of the scheduled hours of their shift occur after 3:00 pm and before 6:00 am. All current employees will continue to receive the shift diff.
11. **Court Appearances:** Clarified so members will not be paid to attend court appearances when engaged in a personal lawsuit against the Hospital.
12. **FMLA:** Unpaid leave has been reduced from six (6) months to twelve (12) weeks however those with enough benefit time will still be able to remain on leave for up to one year.
13. **Workers' Compensation:** For those employees hurt while performing their duties, there will be a better benefit (moving from 70% of salary to 100% of salary) for the first eight (8) weeks out. The following four (4) weeks will be paid at 70% and after that it will be in accordance with state regulation.
14. **Inclement Weather Emergencies:** This was one of the most challenging parts of the negotiations. We made our best effort to fix the more onerous parts of management's proposal; they backed off their proposal to outright discipline staff for calling out and we clarified some instances when benefit time may be used. We also established a new contractual right to meals and reasonable accommodations for those that volunteer to sleep at the facility. The last time inclement weather was declared at the Hospital was during Hurricane Sandy, however it had not been declared during any recent snow storms. The revamped policy will motivate management to declare inclement weather events more often as well as provide benefits for members that work during the event. Hourly employees who work during the emergency will get a differential of 20%. However, the incentive is for those who report to work on time. Salaried employees will continue to get comp time at management's discretion as had previously been the policy.
15. **Resignation:** Pro-rated payout of benefit time if an employee provides less than three (3) weeks' notice (with provisions or unforeseen circumstances).
16. **Changing Times:** Clarified language to indicate that the ten (10) minute grace period will only apply to those employees that are issued uniforms at the start of their shift.
17. **Pre-termination hearing:** Prior to being terminated our members have the right to a meeting where they will be presented with the charges and evidence against them. They may then present any counter evidence/arguments that might change the outcome of the discipline.
18. **Discipline and Grievance:** A new, more streamlined process was negotiated. Now if management does not adhere to certain timelines, minor disciplines (that cannot be arbitrated) may be thrown out. We can now also arbitrate suspension of greater than two shifts, previously it had been 24 hours, which adversely impacted 8-hour employees.
19. **Drug & Alcohol:** Management may, upon reasonable suspicion (by a certified of administration) require employees to take a drug and/or alcohol test. These tests will be conducted by a certified laboratory with split samples to ensure no false positives. The results will be reviewed by someone trained to interpret these tests in conjunction with one's medical history. If any employee voluntarily discloses a drug and/or alcohol problem, then they are entitled to rehabilitation and a job upon completion of their program.
20. **Criminal Background:** Management may, upon reasonable suspicion, perform a background check for *criminal convictions* only. We ensured this provision was as narrow as possible.
21. **Non-discrimination:** Updated to include religion, gender identity and expression, pregnancy, physical and mental disability, civil union or domestic partnerships, sexual orientation, genetic information and military or veteran status.
22. **Union Representatives:** Each locally elected Union Representative will now receive one paid day off for training. Better educated Reps equals better representation!
23. **Education Differential:** APN certifications must be related to their specialty of practice to be eligible to receive the differential.
24. **Direct Deposit:** The Hospital will now change over to exclusive direct deposit for paychecks. Paper payroll checks are no longer an option.
25. **Transmission of Dues:** Increased demographic data provided to the Union for improved administration.
26. **Elimination of references to UMDNJ and other housekeeping items:** There were a number of housekeeping agreements to clean up the contract where needed, including a global name change from UMDNJ to University Hospital and eliminating language no longer relevant to the Hospital.