

# Cooper University Health Care Proposals 3.13.2024

## Article 3 Information **ACCEPT**

### HPAE PROPOSAL

**Paragraph three.** Cooper also agrees to produce the daily staffing sheets reports on Monday and Fridays.

## Article 4 Union Privileges & Union Business

### COOPER PROPOSAL

**4.5** The Medical Center will arrange a time during the new employee orientation program for a representative from the Union to address new employees regarding highlights of the Collective Bargaining Agreement. Such meetings will be non-adversarial in nature and will not exceed **thirty (30) minutes** ~~one (1) hour~~.

## Article 5 Employee Status

### COOPER COUNTER PROPOSAL

**5.6** A Baylor Nurse is one who is division – based and works every weekend (defined as two (2) twelve (12 hour) shifts from 7pm Friday to 7am Monday. **Additionally, Friday/Saturday days in the OR and the PACU only.** The weekend schedule will be determined by patient care and unit staffing needs.

### COOPER COUNTER PROPOSAL

**5.7** A Float Nurse falls under the Employee Status of 5.2 and 5.3 Regular Full Time and Regular Part Time. **Must have two (2) years RN experience in their Clinical Groupings.** The float nurse is not eligible on the wage step scale and will not receive float pay.

**Float Nurse I** follow regular full time requirements for vacation scheduling and weekend requirements.

**Float Nurse II will be required to work five (5) weekend shifts in a 6-week schedule.**

Unit Seniority: The float nurses' unit shall be Logistics. The float nurse(s) will report and will be given their assignment by the Logistics Department.

## Article 6 Probationary Period

### COOPER PROPOSAL

Upon notice to the Union such Probationary period shall be extended for an additional **one hundred and twenty (120)** ~~thirty (30)~~ days.

## Article 7 Hours of Work and Staff Schedules

### COOPER COUNTER PROPOSAL

**7.3 Paragraph 1** - Schedules will be posted for required work shifts twenty-seven (27) ~~twenty (20)~~ days (Monday) before the start of the next six (6) week schedule.

D. 1. Shifts will be assigned by bargaining unit seniority.

G. 1. Staff may sign up for available post overtime shifts on the posted needs list on a first come first serve basis. ~~Submit their availability to work post schedule overtime to their unit director. The staff availability will be maintained on a post schedule OT needs list.~~

a. ~~If post schedule overtime need to be assigned, it will be based on bargaining unit seniority.~~ Any additional open shifts will be offered to UBP on a first come first served basis. ~~then hospital pool by bargaining unit seniority.~~

G 2. Such additional hours and OT will be assigned based on extra time first then OT by bargaining unit seniority for FT, PT, LT and Float first.

## Article 7.5 Weekend Rotation

### COOPER COUNTER PROPOSAL

**7.5 Paragraph 2** —~~As of June 1, 2014~~ All Full-time, Part-time, and Limited time nurses with between twenty-five (25) and twenty-nine (29) years of service will work one weekend per month and those nurses with thirty (30) or greater years of service will not be required to work weekends.

**Paragraph 3** - Bargaining unit employees may volunteer to work more than every third weekend or its equivalent and shall be compensated at their regular straight time hourly base rate unless such time entitles the employee to overtime or any other existing incentive.

**Paragraph 5** - During the term of this Agreement, the Staffing Committee shall meet bi-monthly ~~periodically~~ to review and discuss the feasibility of the establishment of weekend alternative programs.

## Article 7.6 Holiday Schedules/Pay

### COOPER COUNTER PROPOSAL

**Paragraph 7** - Full Time Float RN I will be required to work 2 winter and 2 summer hallmark holidays and Part Time will be required to work 2 winter and 1 summer hallmark holidays as defined in Article 9.4. Full Time Float RN II will be required to work 1 holiday from track A and B, one from Track C or D, One Winter Hallmark Holiday, and One Summer Hallmark Holiday. Hallmark Holiday requirements that fall on the weekend will count towards weekend commitment requirements.

**Paragraph 8** - If an employee is absent on their scheduled work shift ~~the day~~ before and/or the scheduled shift after a paid holiday, the employee will receive regular pay for that holiday and is not entitled to holiday pay.

**Paragraph 9 - When the RNs required holiday shift falls on a weekend, it shall count toward their holiday and their weekend shift requirement.** **ACCEPT**

**Paragraph 15** - Full-time **and Part-time** bargaining unit RNs who work at facilities and/or in units/departments that are closed on a holiday shall have the option to take the holiday with no pay or with PTO. **ACCEPT**

**Article 7.7 Procedural Stays** **ACCEPT**

#### **HPAE PROPOSAL**

**Procedural areas: Add: SPU, SCU and Heart Station.**

Employees who volunteer to finish a case beyond their end of shift and stay to complete the case for more than 30 minutes shall be eligible for a minimum two (2) hours' pay.

**Article 8 Work Preference**

#### **COOPER COUNTER PROPOSAL**

Work Preference for available bargaining unit work shall be given to bargaining unit nurses over agency and traveler nurses. Regular Full-Time, Part-Time, or Limited Time Nurses, **UBP Pool and Baylor** must provide at least **thirty-six (36)** ~~twelve (12)~~ hours' notice to the Clinical Director to volunteer for additional work time that has been scheduled to **be** worked by agency nurses.

**Article 9.7 Retiree Pool**

#### **COOPER PROPOSAL**

Retiree Pool Nurses who are at least sixty (60) years of age and have **had at least** fifteen (15) years of service **in total** as a Cooper registered nurse will be eligible to participate in a retiree pool as a bargaining unit employee. The Retiree Pool Nurse will be permitted to work in one specified area. The retiree pool nurse and Clinical Director will determine the area based on clinical competencies. **Retiree Pool nurses will be required to work 1 shift every schedule.**

**Article 9 Pool Nurses**

**9.10 Weekend Division Based Baylor**

#### **COOPER COUNTER PROPOSAL**

**Paragraph 1** - Baylor nurses will work either Saturday/Sunday days, **Friday/Saturday days (OR and PACU only)**, Friday/Saturday nights or Saturday/Sunday nights.

## Article 9.11 Departmental/Unit Based Pool

### COOPER PROPOSAL

Departmental/Unit Based Pool (excluding House Pool) in locations not open 365 days per year. This shall include locations with Pool not located at One Cooper Plaza, plus these locations at One Cooper Plaza: SCU/SPU/PAT, Special Tests, CCL, EP, S4 Pre&Post, IR, **PACU** and Radiology.

## Article 11 Floating

### Article 11.3 (Re) Assignment Guidelines

#### COOPER COUNTER PROPOSAL

4) Nurses will not be required to float for three (3) months after completion of orientation. **Nurses who sign up for overtime and/or additional time within these three (3) months, may be floated when on that overtime and/or additional time.** Nurses who are required to float may be required to be oriented to determine qualifications. **ACCEPT**

6) Employees may sign up to work extra shifts in a Clinical Grouping other than their own if qualified in the second Clinical Grouping and when they do so, they shall be subject to float to such units as needed by the Medical Center. **Nurses must sign up in the staffing office for extra shifts.** **ACCEPT**

## Article 11.6 (Re) Assignment

### COOPER PROPOSAL

In the event that, after all options for reassignment have been exhausted as per article 11.2 and 11.3, available staff exceeds patient care needs, staff will be canceled as follows:

1. Agency
2. Traveler
3. Pool OT by reverse order of bargaining unit seniority.
4. UBP OT by reverse order of bargaining unit seniority.
5. Baylor OT by reverse order of bargaining unit seniority.
6. Float RN OT by reverse order of bargaining unit seniority.
7. Staff OT by reverse order of bargaining unit seniority, on that unit first.
8. Volunteer PTO who has made their wish known by bargaining unit seniority (must have PTO available to cover shift). **(Must provide 12 hours' notice to withdrawal LCPTO requests)**

9. Additional time (pool, UBP, Baylor then Float RN) by reverse order of bargaining unit seniority.
10. Staff additional time by reverse order of bargaining unit seniority, on that unit first. **(Previously #13)**
11. Weekends:
  - Level 1 and Retiree Pool by reverse order of bargaining unit seniority
  - Level 2 Pool by reverse order of bargaining unit seniority
  - Unit Base Pool by reverse order of bargaining unit seniority
  - Weekend – Unit-Based Pool-Level III by reverse order of bargaining unit seniority
12. Weekdays:
  - Level 1 and Retiree Pool by reverse order of bargaining unit seniority
  - Level 2 Pool by reverse order of bargaining unit seniority
  - Unit-Based Pool by reverse order of bargaining unit seniority
13. **Float RNs**
14. Volunteers without PTO by bargaining unit seniority. **(MCH – RNs using PTO will be granted first based on BU seniority)**
15. Mandate the least senior nurse on a rotating basis by bargaining unit seniority per the unit mandation list.

## 11.7 Mandation Guidelines

### **COOPER PROPOSAL**

When mandation must occur per article 11.6 #14 **15** the following guidelines will be followed: A list will be maintained based on bargaining unit seniority on a rotating basis. This list will capture the date and number of hours mandated, and will clear every January 2

- (1) Article 11.6 #15 will not be used on Summer or Winter Holidays until all nurses in order of bargaining unit seniority are offered the shift off with or without PTO. Mandated holiday shifts (Article 11.6 #14 **15**) will not count as a holiday shift off.
- (2) Nurses that have greater than 30 hours mandated, **with pay** in a calendar year, shall be permitted to take preapproved vacation time even if they do not have enough PTO time (can be unpaid) equal to the number of hours that were mandated off per calendar year.

**Article 13 Call-Out**

**Article 13.1 Paragraph 3**

**COOPER COUNTER PROPOSAL**

Percentage of time worked	Number of absences within floating 12-month period before management action	Actions
100 (40/40)	5	<b><u>Verbal</u></b> Counseling
.90	5	<b><u>Verbal</u></b> Counseling
.80	4	<b><u>Verbal</u></b> Counseling
.70	3	<b><u>Verbal</u></b> Counseling
.60	3	<b><u>Verbal</u></b> Counseling
.50	2	<b><u>Verbal</u></b> Counseling
.40	1	<b><u>Verbal</u></b> Counseling
<b><u>.001</u></b>	<b><u>2</u></b>	<b><u>Verbal Counseling</u></b>

**Article 17. Recruitment/Referral Bonus**

**COOPER PROPOSAL**

17.2 During the term of this Agreement, within thirty (30) days of notice, in writing from the Medical Center to the Union, the Union will meet with the Medical Center upon the latter's request for the sole purpose of discussing and advising new recruitment initiatives. The Medical Center shall retain discretion to implement **any** such initiatives **and/or incentives** which have been the subject of such discussions upon fourteen (14) calendar days' notice in writing to the Union.

**23.8 Professional Development**

**COOPER PROPOSAL**

**23.8** Professional Development Ladders: The Medical Center retains the right to modify, to replace, or to eliminate Professional Development Ladders. ~~The Medical Center will develop a~~

~~new Professional Development Ladder structure with collaboration from HPAE by December 31, 2017.~~

### **COOPER PROPOSAL**

**23.10** During the term of this Agreement, within thirty (30) days of notice, in writing from the Medical Center to the Union, the Union will meet with the Medical Center upon the latter's request for the sole purpose of discussing whether market conditions warrant increases to any of the contractual wage rates and retention programs. set forth above. The Medical Center shall retain discretion to implement increases and retention programs which have been the subject of such discussions upon fourteen (14) calendar days' notice in writing to the Union.

### **Article 24 Discipline**

#### **HPAE PROPOSAL**

**24.3** In addition to notifying the affected employee, the Medical Center agrees to notify the Union (Local President and Grievance Chair) in writing by email by the next business day of any suspension or discharge of any bargaining unit employee. Employees receiving either a suspension or a discharge may challenge such a decision by filing a grievance immediately at the final Step (3) of the grievance procedure. This shall include the filing of Class Action grievances. **ACCEPT**

### **Article 33 Staffing**

#### **COOPER COUNTER PROPOSAL**

**33.2** Current Contract Language – Proposal to Follow.

### **Article 36 - Miscellaneous**

#### **COOPER COUNTER PROPOSAL**

**36.5** The Medical Center reserves the right to increase the parking fees. There will be no raise in parking rates in ~~2017-2025~~ for bargaining unit nurses. Effective January 1, ~~2018-2026~~, there may be an annual increase not to exceed \$5 per pay period during the term of this Agreement.

### **SIDE LETTER 1**

#### **HPAE PROPOSAL**

##### **Attendance Side Letter 1**

January 1, ~~2021~~ **2024** - December 1, ~~2021~~ **2024** January 1, ~~2022~~ **2025** - December 1, ~~2022~~ **2025** January 1, ~~2023~~ **2026** - December 1, ~~2023~~ **2026** **ACCEPT**