

**Health Professionals and Allied Employees Local 5118
Registered Nurses
Initial Proposals to
Cooper University Health Care
February 28, 2024**

Article 3 Information

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

Article 5 Employee Status

5.6 OR and PACU Baylor nurses work every weekend (defined as two (2) twelve (12 hour) shifts from 7am Friday to 7pm Saturday.

5.7 A float Nurse falls under the Employee Status of 5.2 and 5.3 Regular Full Time and Regular Part Time. The float nurse is not eligible on the wage step scale and will not receive float pay. Float Nurses follow regular full-time requirements for vacation scheduling and weekend requirements.

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.

RN Float II positions.

The terms of the Collective Bargaining Agreement that relate to the RN Float position shall apply to the RN Float II position except as specifically provided below.

The RN Float provisions related to pay rate, float areas, holiday and weekend requirements shall only apply to the original RN Float positions, which shall now be called RN Float I.

Staffing coverage responsibilities, for RN Float II.

RN FLOAT II – Intermediate Medical Surgical Telemetry floats to:

P5, P6, P7, P8, P9, Psych S5, K7 (N), K8, K9, K10, CDU, INCU, TSDU, ED/PACU/Critical Care for Intermediate and/or Med Surg holds.

RN FLOAT II – Critical Care floats to:

ICU, CCU, TSICU, INCU, NSU/Lab, TSDU, P6I, P8I, P9, ED/PACU for Critical Care/ Intermediate Holds

- **RN Float II's shall be competent to perform their job when assigned to the unit(s) within their float areas, as reflected in article 11.2, bullet 4 of the CBA.**
- **RN Float II positions may be full-time or part-time and may be day or night shift.**

RN Float II Weekend and Holiday Requirements

Weekend Requirement Five (5) weekend shifts / Six (6) week schedule.

Holiday Requirement One (1) from Track A and B +

One (1) from Track C or Track D +

One (1) Winter Hallmark Holiday +

One (1) Summer Hallmark Holiday.

Hallmark Holiday requirements that fall on the weekend will count towards weekend commitment requirements.

RN Float II Pay

The RN Float II Pay Rate will be \$58.00/hour

The RN Float II nurses shall receive the contractual across the board increases.

RN Float II will be floated, in accordance with the reassignment guidelines in Article 11.3.

Article 7 Hours of Work and Staff Schedules

7.3 D. Week 6: UBP, House Pool, and Retiree Pool Scheduling

1. a) Available shifts shall be assigned by the Clinical Director by Bargaining Unit seniority on a rotating basis.

~~K. A staff member who cancels themselves two (2) or more times in a schedule (regardless of when cancellation occurs) will not be permitted to sign up for additional or overtime in the next schedule.~~

(2) Delete

7.5 Weekend Rotation

~~Paragraph two. As of June 1, 2024, 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.~~

As of June 1, 2024, all Full-time, Part-time, and Limited time nurses with fifteen (15) or greater years of service will not be required to work weekends.

~~Paragraph three. 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. The employer may assign staff extra weekend time in order to meet unforeseen (for example, LOA's, resignations) and immediate, urgent or emergent patient care needs, such to be done only after:~~

~~1) Volunteers shall be sought.~~

~~2) Pool staff.~~

~~3) For weekend requirements caused due to open budgeted deliberately unapproved vacant positions, the Medical Center shall seek agency staff, prior to rotating regular staff in reverse order of bargaining unit seniority.~~

~~4) In the event that required staffing levels cannot be accomplished using the above, the Medical Center shall assign regular employees on a rotating basis in reverse order of bargaining unit seniority to work such additional shifts required to meet the immediate, emergent or urgent patient care needs.~~

~~Employees who are scheduled to work a specific weekend and who are absent because of a call out **and/or pre-approved vacation** are subject, based on staffing and patient care needs, to being required to make up the missed weekend shift. Such make up shift, if required by staffing and patient care needs, shall be by mutual consent, but if such consent is not obtained may be assigned by the Medical Center anytime during the next two schedules.~~

~~During the term of this Agreement, the Staffing Committee shall meet periodically **monthly** to review, discuss, **and make recommendations to the CNE** the feasibility of the establishment of weekend alternative programs. The Medical Center retains sole ultimate discretion regarding implementation and continuation of any weekend or extra time incentive program which it may choose to make available to employees.~~

7.6 Holiday Schedules/Pay

Premium Holiday Schedule/Pay

Track A

~~Paid at Base Rate~~ **Paid at time and a half**

Christmas Eve Day

Christmas Eve Night

New Year's Eve Day

New Year's Eve Night

In the OR ~~and PACU~~, Track A will be Christmas Eve Night and New Years Eve Night. Christmas Eve and New Years Eve days shall be scheduled in accordance with Article 7.

Paragraph five. All bargaining unit employees with ~~twenty (20) to twenty-nine (29)~~ **fifteen (15) to twenty-four (24)** years of service will work one (1) summer and two (2) winter holidays, which the nurse shall choose annually by January 15th. All employees with ~~thirty (30)~~ **twenty-five (25)** years of service and greater will work no holidays. If greater than 50% of the employees on a specific unit on a specific shift or department have ~~thirty (30)~~ **twenty-five (25)** or more years of service, the ~~thirty (30)~~ **twenty-five (25)** year employee will, in reverse order of seniority, be required to work one (1) summer or one (1) winter holiday based on the staffing needs of that unit.

Summer Holidays: Memorial Day, Independence Day, and Labor Day

Winter Holidays: Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve and New Year's Day

Paragraph six. Last sentence. The current practice with respect to holiday call scheduling shall continue for the duration of this Agreement barring unforeseen or emergent patient care needs. **This includes the current practice in the PACU.**

In the PACU, there shall be two (2) bargaining unit nurses on call per shift for the holidays. 7am-7pm and 7pm-7am.

Paragraph nine. With the mutual consent of the Clinical Director, employees may alter their holiday schedule by mutually agreeable switches (i.e. holiday for another workday) with other bargaining unit employees, providing that the unit's skill mix is maintained, the scheduled number of Registered Nurses remains the same and patient care needs are met. The holiday requirement of the employee requesting the switch (who switched off the holiday) will be fulfilled and will count as receiving the holiday off for purposes of the holiday rotation list (and the nurse drops to the bottom of the list).

When the RNs' required holiday shift falls on a weekend, it shall count toward their holiday and weekend shift requirement.

Paragraph thirteen. The "Track" scheduling set forth in this Article shall take precedence over all scheduling, including weekends, vacations, etc. For example, if an employee is assigned to work pursuant to this Article, he/she must work even though he/she would otherwise be scheduled off because of vacation or the weekend assignment schedule. Part Time employees shall also be subject to the above holiday scheduling. **On holidays, nurses shall not be floated outside of their unit to give another nurse LCPTO.**

Paragraph fifteen. 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.

7.7 Procedural Stays

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

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 twelve (12) hours' notice to the Clinical Director to volunteer for additional work time that has been scheduled to **be** worked by agency nurses.

Agency and Traveler nurses shall provide the same standard of care as the regular staff nurses at Cooper.

Article 9 Pool Nurses

9.10 Weekend Division Based Baylor

Paragraph one - first sentence. Baylor nurses must be competent to float in at least three (3) units of the division. Division-based Baylor must work every weekend (defined as two (2) twelve (12) hour shifts from 7pm Friday to 7am Monday), **except as outlined in Article 5.6 for the OR and PACU.**

Paragraph two – Baylor Nurses are ~~not~~ eligible for holiday pay when the holiday falls on their required weekend to work.

Paragraph three. Baylor nurses are permitted two (2) call outs within a twelve (12) month floating period. The third (3rd) call out may result in ~~suspension (2days) (one call out occurrence equals 1 or 2 shifts in one weekend).~~ **disciplinary action.** The fourth (4) call out may result in ~~termination-disciplinary action, termination of employment.~~
This applies only when Baylor nurses are working the required weekend shifts. When Baylor nurses work over and above their regular required weekend shifts, any callouts will be subject to the call out/absenteeism process outlined in Article 13.

Article 10 Shift Differential and Charge

10.1 a) A 40% ~~15%~~ shift differential added to the base rate for all hours worked between 3:00 p.m. and 11:30 p.m. provided the employee works at least four (4) hours during that period or if nurse is sent home per Article 11.6.

10.1 b) A 45% ~~20%~~ shift differential added to the base rate for all hours worked between 11 p.m. and 7:30 a.m. provided the employee works at least four (4) hours during that period or if nurse is sent home per Article 11.6.

10.1 c) Nurses who work at least four (4) hours of a combination of the hours noted in 10.1 a) and 10.2 b) shall receive the appropriate shift differential.

10.4 Charge Nurse When nurses are placed in charge, they will **have no patient assignment** carry the lightest assignment on the floor ~~unit/department~~ (number/acuity). **The primary nurse in Trauma Admitting shall be in charge. There shall be a Charge Stork Nurse in MIU. Nurses shall receive eight dollars and twenty-five cents (\$8.25) per hour on top of their regular hourly rate when assigned to take charge.**

Article 11 Floating

11.1 Although the Medical Center will make its best effort to minimize floating during the term of this contract, employees on a rotating basis in reverse order of bargaining unit seniority as determined by patient care needs may be (re) assigned during their shift (s) to other patient care unit (s) that are within the same clinical grouping (s), provided that the float nurse is qualified as determined by the Medical Center. ~~If an employee is qualified, in a bona fide emergency, as determined by the Medical Center, the employee may be floated outside the clinical grouping, but may not be given an independent patient assignment. In the event this occurs, this shall not be considered an orientation to the unit.~~

The following is to be considered representative and not conclusive of the criteria utilized by the Medical Center to assess qualification(s):

- License
- Recent (three (3) yrs. Or less) prior experience in the unit(s)
- Completed check list and geographic orientation
- Appropriate certifications (ACLS, NRP, PALS, etc.

~~This shall be effective January 1, 2022~~

11.2 The Clinical Groupings should be as follows (locations are provided for convenience but may change based on unit moves):

Unit	Floats to:
Medical Surgical (K10 (N/S), K9 (N/S), K8 (N/S), K7 (N), P5, P6, P7, P8, P9, CDU/ <u>EXAU</u>)	Medical Surgical, Psych (S5)**, Medical Surgical ED Holds, Medical Surgical PACU Holds
Adult Intermediate Stepdown (TSDU, INCU, P8i, P6i, Neuro Science Unit)	Adult Intermediate Stepdown, Intermediate ED Holds, Intermediate PACU Holds, Neuro Science Unit
CCL (CCL, EP, S4 Pre/Post)	Radiology, IR, Special Tests (Pre/Post), <u>Heart Station</u>
<u>Surgical Intermediate Step Down</u> <u>P8i, P6i</u>	<u>Surgical Intermediate Unit,</u> <u>Surgical Intermediate ED</u> <u>Holds, Surgical Intermediate</u> <u>PACU Holds</u>
PICU*	PEDS/PIMU & NICU, MIU, (see Article 11.1)
PEDS/PIMU	PICU (see Article 11.1), NICU, MIU (see Article 11.1)

- **Women’s Care Center nurses shall not float.**
- **MIU RNs with greater than fifteen (15) years of service, when floated to MFCU shall not be assigned patients that are less than twenty-four weeks.**

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.

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.**

7) Excluding Pool Nurses, an employee who is assigned to a float unit should not be involuntarily floated again within the shift, ~~absent an emergency.~~

11.4 Individuals who are floated, either voluntarily or by assigned rotation, shall receive ~~\$2.00~~ **six (\$6.00)** per hour float differential.

11.5 A FT/PT/LT nurse who has ~~fifteen~~ **twelve (12)** years or greater seniority at the Medical Center as an RN shall not float unless all nurses on a particular unit on a particular shift would not be required to float, in which case the least senior nurse(s) shall float on a rotating basis in reverse order of seniority.

When an RN with ~~fifteen (15)~~ **twelve (12)** years or greater seniority works overtime or additional time outside of their unit the no float language is not applicable

Article 13 Call-Out

13.1 Paragraph two. Notification by the employee to the Medical Center with respect to the use of PTU for a call-out shall be as follows:

- Day Shift - ~~3~~ **2** hours
- Evening Shift - ~~3~~ **2** hours
- Night Shift - ~~3~~ **2** hours

Actions
Counseling-Verbal Counseling
Counseling-Verbal Counseling
Counseling-Verbal Counseling
Counseling-Verbal Counseling
Counseling-Verbal Counseling
Counseling-Verbal Counseling
Counseling-Verbal Counseling

Article 17 Recruitment/Referral Bonus

New. 17.3 Retention Bonus

Retention Bonuses shall be given to all bargaining unit nurses as follows:

<u>Yrs. of BU service</u>	<u>June 21, 2024</u>	<u>Dec. 20, 2024</u>
<u>1- 4 yrs.</u>	<u>\$2,500</u>	<u>\$2,500</u>
<u>5 -11 yrs.</u>	<u>\$5,000</u>	<u>\$5,000</u>
<u>12-18 yrs.</u>	<u>\$8,000</u>	<u>\$8,000</u>
<u>19 plus yrs.</u>	<u>\$15,000</u>	<u>\$15,000</u>

<u>Yrs. of BU Service</u>	<u>June 21, 2025</u>	<u>Dec. 20, 2025</u>
<u>1- 4 yrs.</u>	<u>\$2,500</u>	<u>\$2,500</u>
<u>5-11 yrs.</u>	<u>\$5,000</u>	<u>\$5,000</u>
<u>12-18 yrs.</u>	<u>\$8,000</u>	<u>\$8,000</u>
<u>19 plus yrs.</u>	<u>\$15,000</u>	<u>\$15,000</u>

<u>Yrs. of BU Service</u>	<u>June 21, 2026</u>	<u>Dec. 20, 2026</u>
<u>1- 4 yrs.</u>	<u>\$2,500</u>	<u>\$2,500</u>
<u>5-11 yrs.</u>	<u>\$5,000</u>	<u>\$5,000</u>
<u>12-18 yrs.</u>	<u>\$8,000</u>	<u>\$8,000</u>
<u>19 plus yrs.</u>	<u>\$15,000</u>	<u>\$15,000</u>

The Retention Bonus shall be given in a separate check.

Article 18 Paid Time Off (PTO), Paid Time Unscheduled (PTU), Extended Sick Leave (ESL)

Paragraph two. Employees with ~~fifteen (15)~~ **ten (10)** years or more of service who accrue more than their maximum allowable amount of PTO time by December 15 may elect to sell back up to ~~forty (40)~~ **sixty (60)** hours of additional PTO at the employee’s base rate of pay.

Article 20 On Call

20.2 change \$4.50 to **\$6.00** per hour during the week
 \$5.50 to **\$7.00** per hour during the weekend

Holiday on-call rate shall be ~~\$7.00~~ **\$8.50**

Paragraph five. ~~Effective the first pay period beginning after September 1, 2021, For~~ employees who are on ~~weekend~~ call for a block of time ~~that is greater than 12 hours,~~ the employee will be paid a minimum of three (3) hours for each call back, ~~for the first call back in each 12-hour block.~~

This is in addition to the provisions of Policy 8.208 On-Call-Back Assignments.

20.5 Use of Call

The use of call shall be used for emergent cases and unpredicted spikes in volume and not as a way to staff the unit. The department shall track on-call usage and the Staffing Committee may review concerns at its meetings. Employees with ~~twenty-six (26)~~ **twenty (20) or more years of service will not be required to take call.**

Article 21 Tuition Reimbursement and Staff Development Program

21.8 Add. The New to Nurse Practice two (2) year requirement to remain on the unit for which the nurse was hired will end July 1, 2024.

Article 22 Benefits

22.2 Paragraph two. For bargaining unit employees who participate in the Cooper Health Plan, the employee contributions for health insurance based on salary tier and participation level shall not increase by more than 1% of the total premium + \$25 per pay for each year of the contract through 2024 ~~2027~~. Employees who are non-tobacco users will receive a \$25 per pay discount for being a non-tobacco user, as defined in the plan. A tobacco cessation program will be offered at no cost to employees to assist in becoming a non-tobacco user.

There shall be no increase in the cost of health insurance for the term of this Agreement.

22.3 Pension Plan

Sentence 3. The first contribution will be made after December 31, 2024 ~~2024~~, the second after December 31, 2022 ~~2025~~ and the third after December 31, 2023 ~~2026~~.

Article 23 Wages and Salaries

23.1 Inpatient and Outpatient Bargaining Unit Wage Scale

Effective June 2024 ~~2024~~, 2.5% ~~15%~~ wage increase

Effective June 2022, ~~2025~~ 2.5% ~~15%~~ wage increase

Effective June 2023, ~~2026~~ 2.5% ~~15%~~ wage increase

The effective date of the wage scale increase for 2024 ~~2024~~ is the first full pay period, beginning after June 1, 2024 ~~2024~~. The effective date of the wage scale increase for 2022 ~~2025~~ and 2023 ~~2026~~ shall be the full pay period which includes June 1.

RNs who exceed the ~~32~~ **40**-year wage scale shall receive the across the board wage increase in the first full pay period, beginning after June 1st of each year.

All bargaining unit nurses who are off of the wage step scale shall be brought up to \$60.24 prior to the across-the-board increase is given.

All non-exempt employees who exceed the 40-year wage scale shall, based on their recognized experience, receive a two (2%) wage increase during the month in which their experience date occurs the second and third year of the contract.

23.3 The maximum hiring scale for nurses shall be at the experience level of ~~thirty-two (32)~~ **forty (40)** years. Experience is defined as full-time acute care hospital for in-patient nurses or relevant experience for ambulatory nurses.

23.6 Pool, Baylor and Float Nurse Wage Scale

The Pool, Baylor, and Float Nurse wage rates shall be increased in accordance with the following table:

Level I, Level II, and Level III Pool, UBP, Baylor and Float RN.

Effective June 2024 ~~2024~~, 2.5% ~~15%~~ wage increase

Effective June 2022 ~~2025~~, 2.5% ~~15%~~ wage increase

Effective June 2023 ~~2026~~, 2.5% ~~15%~~ wage increase

The effective dates of the wage scale increase for 2024 ~~2024~~ is the first full pay period, beginning after June 1, 2024 ~~2024~~. The effective date of the wage scale increase for 2022 ~~2025~~ and 2023 ~~2026~~ shall be the full pay period which includes June 1.

	June 2024 2024	June 2022 2025	June 2023 2026
	2.5% 15%	2.5% 15%	2.5% 15%
Level I			
Level II			
Level III			
UBP - Level I			
UBP - Level II			
Baylor			
Float			

Article 24 Discipline

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 decision by filing a grievance immediately at the final Step (3) of the grievance procedure. **This shall include the filing of Class Action grievances.**

Article 27 Resignation/Terminal Pay

Bargaining unit members age 55 and above who retire or resign from employment after 20 years or more of service will be eligible for a partial payout of their accrued ESL hours at their regularly hourly rate as follows:

ESL Accrual at Termination Resignation Date	Payment
500-999-hours 300-799	36 hours
1000 800 and above	72 hours

Article 31 Health and Safety
New. 31a Violence Prevention

The employer shall continue to develop and implement programs to prevent violence against staff.

- 1. The employer shall provide educational opportunities, including but not limited to identifying potential violent situations, deescalating violence and assaultive behaviors by patients and others. The employer agrees to take the necessary steps to prevent and respond effectively to violent situations.**
- 2. The employer shall provide support and assistance to any employee who wishes to file complaints against patients or visitors who engage in assaults or other criminal behavior toward them.**

Any employee who is absent from work because of being a victim of workplace violence shall be given up to one (1) week paid leave. This time shall not come out of the employees' PTO bank.

Violence Prevention Committee

The Union and the Medical Center agree to the continuation of the Violence Prevention Committee.

- **The committee shall consist of representatives from the Union and the Medical Center not to exceed six (6) representatives from each party.**
- **The committee shall meet monthly to discuss mutual problems and concerns to the Union and Medical Center.**
- **One (1) week prior to the scheduled meeting, the Union and Medical Center shall submit agenda items to each other.**

- Meeting dates shall mutually be agreed upon in October for next year.
- Committee members will be afforded time, with no loss of pay, to attend such a meeting. Committee members attending a meeting that is not scheduled in their normal working time shall be paid for their attendance.
New legislation affecting members of the bargaining unit may be an agenda item presented by either party.

Effective September 1, 2024, the employer agrees to have security guards stationed at each entrance of the Medical Center twenty-four (24) hours a day, seven (7) days a week.

Effective immediately, the employer agrees to have each of the parking locations monitored by security on an hourly basis.

Effective September 1, 2024, the RNs shall be issued new badges that do not have their last names on it.

Article 33 Staffing

33.2 The Medical Center shall staff to guidelines ~~the maximum ratios~~ at the start of every shift reflecting:

- Medical Surgical - maximum ratio 4:5 **1:4**
- Telemetry and Oncology - 4:5 **1:4**
- **ED 1:4 in a POD. 1:2 Crit Care patients**
- **TICU - 1:1**
- **Trauma Admitting 1 Primary Nurse and 1 Alert Nurse**
- **PACU Hold - Post OP Med Surg and Intermediate patients 1:3. 1:2 Crit Care patients**
- **ICU 1:1**
- **Adult and Surgical Intermediate units – 1:3**
- **CICU 1:3**
- **MIU RNs shall be limited to three (3) couplets**

The following exceptions shall apply:

- ~~Unforeseen circumstances, patient emergencies, etc.~~
- ~~Changes in volume~~
- ~~Patient acuity indicates an adjustment in hours per patient day~~
- **Unforeseen emergent circumstances; Pandemics, State of Emergencies.**

It is understood by both parties that instances may arise, as noted above, when the contract guidelines maximum ratios cannot be maintained.

When the agreed upon maximum ratios are not maintained, the nurse (s) shall receive five (\$5.00) per hour on top of their hourly rate for time worked above the agreed upon maximum ratio.

The Medical Center will make every reasonable attempt to return to established guidelines maximum ratios throughout the shift.

Article 36.3 Committees

- **Staffing Committee:** During the term of this Agreement, the parties shall maintain a Staffing Committee made up of five (5) members appointed by the Union, and five (5) members appointed by the Medical Center.
 - ✓ Either party may request additional individuals to attend a meeting to discuss unit specific issues.
 - ✓ Members of the Committee shall not suffer any loss of pay for attendance. Committee members attending a meeting that is not scheduled in their normal working time will be paid for their attendance.
 - ✓ Cooper shall make **every** a-reasonable effort to provide coverage so that members may attend the meetings.
 - ✓ Members will make every reasonable effort to schedule themselves so that the meetings will not interfere with patient care.
The meetings shall be held ~~every other month~~ **monthly**, ~~or as mutually agreed upon.~~

The Staffing Committee will:

1. **Jointly assess staffing levels, nurse to patient ratios, and staffing mixes on all units.** Make recommendations to the Medical Center **CNE**, in on all levels of professional nursing and ancillary staff and skill mixes on the nursing units and departments, **including outpatient areas.**
2. ~~Review (or discuss the implementation of)~~ **Discuss and implement an acuity system.** ~~of patient classification systems and the application of such systems.~~
3. Review patient ~~satisfaction~~ **outcomes** and hospital functioning.
(a) Monitor and make recommendations to the CNE to improve patient satisfaction.
4. Review on a periodic basis the clinical groupings and floating and assignment guidelines.
5. Review unit specific staffing issues that enhance or interfere with the ~~appropriate~~ best delivery of quality patient care.
6. Review current unit/area staffing needs and recommend adjustments to ~~staffing matrix~~ guidelines **the maximum ratios** where appropriate **to the CNE.**
7. Review the staff orientation programs on a regular basis and recommend modifications or enhancements **to the CNE.** Part of this review shall include a periodic review of the preceptor program.
8. Review and discuss recruitment and retention information, exit interview aggregate data, agency utilization and RN overtime use. **Recommendations shall be made to the CNE.**

The hospital members of the Staffing Committee will provide to the union, upon request, relevant information pertaining to staffing issues. ~~Both parties acknowledge that the information reviewed in these committee meetings shall be of a sensitive nature and will not be used for any purpose beyond the submission of reports and/or recommendations to the Medical Center.~~

Minutes of committee meetings shall be maintained. There shall be a rotation of agenda planning and recording of minutes. Committee recommendations shall be in writing **to the CNE** and the ~~Medical Center~~ **CNE** shall promptly respond in writing to such recommendations, but in no event later than **thirty (30)** calendar days after the receipt of the recommendations.

Paragraph 3. No changes

Labor Management Committee:

~~Sentence 5. Committee members will be afforded time, with no loss of pay, during their work day to attend such meetings, as approved by their manager and subject to staffing needs and patient care requirements.~~

Members of the Committee shall not suffer any loss of pay for attendance. Committee members attending a meeting that is not scheduled in their normal working time will be paid for their attendance.

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

There shall be no raise in parking fees for the duration of this Agreement.

Article 38 HPAE Retire Medical Trust

Section 1: General Contribution from Wages

~~Within six (6) months after ratification of the agreement by the Union, the covered members of the bargaining unit will participate in a referendum vote to participate in a mandatory employee contribution to the HPAE retire medical trust. Based upon an affirmative result the Employer shall facilitate the payment of a monthly mandatory employee contribution of \$.20 per hour for each employee covered by this agreement. No payroll check off by employees will be required; instead, the employer will transfer one check for this purpose of employee **and employer** contributions, representing \$.20 per hour for each employee who worked in that month. The monthly per capita amount of employee contributions shall be included in each employee's salary for purpose of calculating retirement benefits and will be withheld pursuant to applicable law. For purposes of the preceding paragraph, employee shall mean all bargaining unit employees full-time, limited part time and part-time.~~

Contributions to the Trust shall be due at the Trust office on the 10th of the month following the month for which the contribution is made.

Section 2: ~~No Liability for Employer or Union~~ Eligibility

~~The monies contributed to the Trust shall only be used for retiree health insurance premiums or health service expenses, and the reasonable costs of administering the Trust.~~

~~Liabilities and Debts of Trust Fund~~

~~No signatory party or Trustee, and no employer, employer association, labor organization, employee, or beneficiary shall be responsible for the liabilities or debts of the Trust.~~

The Employer agrees to make contributions to the Trust as detailed below on Covered Employees, defined as follows: Full Time, Part Time and Limited Time RNs.

New: Section 3

- a. **A mandatory employer contribution of \$.20 per paid hour for each Covered Employee on an ongoing bi-weekly basis.**
- b. **Paid hours include regular, vacation, PTO and non-overtime hours worked up to, but not beyond eighty (80) hours per two week pay period. Paid hours do not include on-call time, preceptor differential, education hours, jury duty, bereavement pay, bonus payments and call-back hours.**

Section 4 No Liability for Employer or Union

No signatory party or Trustee, and no employer, employer association, labor organization, employee, or beneficiary shall be responsible for the liabilities or debts of the Trust.

Article 39 Scope of Agreement

Three (3) year successor contract.

New. Article 41

The employer agrees not to interfere with employees who desire to become members of HPAE.

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**

**HPAE Amended Proposal to CUHC
March 13, 2024**

Article 9 Pool Nurses

9.10 Weekend Division Based Baylor

Paragraph one - first sentence. Baylor nurses must be competent to float in at least three (3) units of the division. Division-based Baylor must work every weekend (defined as two (2) twelve (12) hour shifts from 7pm Friday to 7am Monday), except as outlined in Article 5.6 for the OR and PACU.

Paragraph two – Baylor Nurses are ~~not~~ eligible for holiday pay when the holiday falls on their required weekend to work.

Paragraph three. Baylor nurses are permitted two (2) call outs within a twelve (12) month floating period. The third (3rd) call out may result in ~~suspension (2days) (one call out occurrence equals 1 or 2 shifts in one weekend)~~ a verbal counseling. The fourth (4) call out may result in ~~termination disciplinary action termination of employment~~ a written warning. This applies only when Baylor nurses are working the required weekend shifts. When Baylor nurses work over and above their regular required weekend shifts, any callouts will be subject to the call out/absenteeism process outlined in Article 13.