

Summary of Memorandum of Agreement between HPAE Local 5089 and University Hospital

October 11, 2024

Our Union has secured historic gains for our local in our contract with University Hospital and have settled negotiations for the **FIRST TIME** a week following expiration of the contract.

We eliminated the staffing range and are joining 2 other Level One trauma centers and 3 other HPAE hospital contract with **enforceable staffing guidelines**. There are **gains for wages** individualized for each job title in the unit emphasizing the importance of the work we all do. New additions to the contract such as a **Clinical Ladder and limiting Agency Nurses** to provide strength and opportunities for growth to the HPAE nurses at University Hospital.

Below is a summary of the 2024-2027 Memorandum of Agreement (MOA) between HPAE and University Hospital. For this MOA to go into effect, members must **vote “YES”** to ratify the contract.

The negotiations committee for HPAE recommend a vote of **“YES”** for this contract settlement.

Enforceable Staffing Guidelines:

- Deletion of the staffing target range from the contract to create enforceable staffing guidelines.
- Each unit of Medical Surgery will be staffed no higher than at 1:6 ratio with a commitment from University Hospital to move to 1:5 ratios by July 1, 2026.
- The penalty for not following ratios more than 50% of the time over a 2 week pay period will result in a \$25 payment to the affected RNs on the unit (current contract language).
- In addition, a Staffing Committee will be created comprised of equal numbers of RNs and Management to monitor and review the staffing guidelines. This includes but is not limited to: reviewing unsafe staffing forms, addressing staffing issues that enhance or interfere with appropriate delivery of quality patient care, developing guidelines for areas that have not been established or new units that may open up.
- The Staffing Committee shall have the authority to decide staffing guideline disputes and, if the Staffing Committee cannot resolve the issue, the entire article for staffing guidelines is subject to the grievance and arbitration process of our contract for dispute resolution.

WAGES:

Staff Nurse (UB)

Retroactive to October 1, 2024

Total 3.3% increase split between step movement (1.3%)

Additional Step 27 created for those at the top step.

Per Diem: increase rate to \$55.00 per hour/\$58.00 (premium pay rate)

Effective January 1, 2025 - Across the board (ATB) percentage (2%) to the UB Scale.

Effective October 1, 2025

Total 3.3% increase split between step movement (1.3%) and across the board (ATB) percentage (2%).

Additional Step 28 created for those at the top step.

Per Diem: increase rate to \$57.50 per hour/\$60.50 (premium pay rate)

Effective October 1, 2026

Total 3.3% increase split between step movement (1.3%) and across the board (ATB) percentage (2%).

Additional Step 29 created for those at the top step.

Per Diem: increase rate to \$60.00 per hour/\$63.00 (premium pay rate)

Nurse Clinicians/Research Nurse Clinicians (UC)

Retroactive to October 1, 2024

3% increase to the Minimum/Mid/Maximum Scale

Effective October 1, 2025

3% increase to the Minimum/Mid/Maximum Scale

Effective October 1, 2026

3% increase to the Minimum/Mid/Maximum Scale

Case Management Coordinators/ Community Health Nurse, Oncology Nurse Navigators, & Utilization Management Coordinators (UL)

Retroactive to October 1, 2024

Creation of 18 step experience-based scale. Employees will move to the corresponding step of the scale based on RN experience.

Effective October 1, 2025

Total 3% increase split between step movement (2%) and across the board (ATB) percentage (1%).

Effective October 1, 2026

Total 3% increase split between step movement (2%) and across the board (ATB) percentage (1%).

Advanced Practice Nurses (US)

Retroactive to October 1, 2024

3% increase to the Minimum/Mid/Maximum Scale

Effective October 1, 2025

On or before 9/1/25, HPAE and University Hospital will negotiate a salary scale with experienced based steps and appropriate guidelines for specialties.

Effective October 1, 2026

Step movement based off the 10/1/25 negotiated scale with appropriate ATB for a minimum increase of 3%.

CRNA (UN)

Retroactive to October 1, 2024

Creation of new 12 step experience-based range Employees will move to the corresponding step of the scale based on experience.

Effective October 1, 2025

Step movement to appropriate step of the range. 1% lump payment for those at the top step. Not to be included in the base pay.

Effective October 1, 2026

1.5% increase to the range and step movement. 1% lump payment for those at the top step. Not to be included in the base pay.

Per Diem: Weekday: \$175 - Weekend: \$185

ADDITIONAL CONTRACT TERMS:

1. **NO CONCESSIONS!!!** We gave nothing back to University Hospital. Maintained or improved all aspects of the contract.
2. **DEFEATED!!!** University Hospital's third attempt to limit time and half OT and proposal for the deletion of 17 articles from our contract
3. **NEW Clinical Ladder:** Staff RNs will have the opportunity to participate in a Clinical Ladder program for additional compensation
4. **NEW Agency Nurse article:** Limitations of the use of Agency Nurses. Established guidelines for the assignments of agency nurses and cancellation of shifts
5. **Floating:** Restructured the floating guidelines for assignments. Updated the float districts. Added new VOLUNTARY float district for PEDS ED
6. **Charge Nurse:** Clarified charge responsibilities will be assigned on a rotational basis
7. **Tuition Reimbursement:** Increased to \$5000 per year to provide additional money for those returning to school.
8. **Vacation Scheduling:** Expanded language to allow for extended vacation requests
9. **Overtime Scheduling:** OT list will be posted for 10 days to allow for equitable sign up. Following 10 days posting, OT will be assigned. OT needs list maintained in a binder in each unit. When remote scheduling becomes available, will move to electronic system
10. **Administrative Leave without Pay:** Reduced the amount of time an employee can be placed on Admin Leave without pay from 3 weeks to two weeks. Additional language to reinstate time if Written Warning or less is issued following investigation. If issued suspension, will not be more than in lieu of 2 day suspension. Notification to Union if UH plans to extend the two weeks due to cooperation issues with employee
11. **Evaluations:** Defining language to have a union rep and/or Labor Relations present if being issued an evaluation with a score of a "1"
12. **Expansion of NJESL:** 12 hours employees can use the remaining 4 hour balance of NJESL time with 8 hours of UH sick time for a full shift
13. **Expansion of Bereavement Leave:** Can use 3 days sick time for aunt/uncle, brother in law/sister in law, niece/nephew, grandparent, grandchild. Preservation of 12 hour employees to use 36 hours of sick time for bereavement

HPAE Local 5089 MOA Contract Summary – University Hospital October 2024

- 14. Clothing Allowance:** Beginning July 1, 2025, clothing allowance increased to \$250 (full time) and \$125 (part time) if the hospital does not provide uniforms. Expansion of clothing allowance to the employees in the psychiatric units
- 15. Expansion of Weingarten Rights:** Returned to the agreement the notification of the right to have a union rep present if issued a discipline expanding the current rights in the contract
- 16. Weekend Rotation:** New language. No make up shifts if arrive and remain on shift for 4 hours before leaving the shift
- 17. Jury Duty:** Expansion for night shift staff to be paid the night prior if serving on jury duty
- 18. On Call:** Clarifying language for on call pay. Need to report if called in to receive on call pay.
- 19. Inclement Weather:** Providing opportunities for Category Blue employees converted to Category Red the opportunity to work from home in an inclement weather emergency
- 20. Remote Work:** Reference to the University Hospital Policy for remote work added to the contract
- 21. Holidays:** Language recognizing Juneteenth for the use of a float holiday. The request to take time off will not be unreasonably denied
- 22. Dues Authorization:** Reduction in the amount of time to process dues authorization from new members from 90 days to 2 pay periods.
- 23. Agreement Scope:** Removal of language referencing exclusion of probationary employees from the contract
- 24. Probation extension:** Modified language from 90 day extensions to possible 30, 60 or 90 day extensions
- 25. Union information:** UH will provide information on newly transferred or promoted staff. UH will provide reasons for separation
- 26. Layoff:** Increased notice period for mass layoffs
- 27. Inclusive Contract language:** Change all current gender references to gender neutral references.
- 28. Global Change:** Remove references to “staff member” to “negotiations unit employee” per WDEA
- 29. Term of Contract:** October 1, 2024 – September 30, 2027