

MEMORANDUM OF AGREEMENT

BY AND BETWEEN


**ROBERT WOOD JOHNSON UNIVERSITY HOSPITAL
&
UNITED STEEL WORKERS UNION LOCAL 4-200**

The above-captioned negotiating committees agree to recommend the following changes to the 2020-2023 collective bargaining agreement, subject to ratification.

November 30, 2023



Manual Gonzalez
Chief Human Resource Officer
Robert Wood Johnson University Hospital



Judy Danella
President
USW Local 4-200

The parties agree to the following:

- 1) Article 6: Wages
 - a. Effective upon ratification, all professional registered nurses shall receive a 3.5% increase, per the scale.
 - b. Effective July 1, 2024 all professional registered nurses shall receive a 3.5% increase, per the scale.
 - c. Effective July 1, 2025 all professional registered nurses shall receive a 3.5% increase, per the scale.
- 2) Article 29.4: Collaborative Staffing Council and Staffing Guidelines.

Collaborative Staffing Practice Council

Section 1: The parties agree to establish a Collaborative Staffing Practice Council (CSPC) of ten (10) members. Five (5) members shall be designated by the employer and five (5) members by the Union,

one of whom will be the CNO or his/her designee and one of whom will be the USW President or his/her designee.

The CSPC shall meet at least once a month for the purpose of considering, discussing and reviewing the following:

- A. Concerns regarding nursing practice and/or nursing practice environment unresolved at the unit and division level may be escalated to this Council, including but not limited to emerging evidence; clinical guidelines or procedures; new medications; and, equipment.
- B. The parties agree that the determination of staffing needs is a dynamic process influenced by any one or combination of the following factors: patient needs and acuity; environment in which care is provided; unit and hospital census; professional characteristics, such as clinical competence, experience and skill set of the individual nurse; standards of professional practice; competency with technology and clinical interventions; mix of supplemental staff; previous staffing patterns that have demonstrated improved outcomes; unplanned absences, including sick calls, emergencies, vacancies, and staff feedback. The foregoing factors are illustrative of and not exhaustive.
- C. Any issue affecting employees covered by this agreement or other issues which the Council deems appropriate for consideration, including acuity measurement, the Department of Health staffing guidelines, recent trends in healthcare, and input into restructuring nursing workload so that nurses are working at the top of their license.
- D. Issues and concerns addressed in the meetings of the Council shall include, but not be limited to, patient census; patient acuity (trended patient population on each unit); staffing issues; nurse quality sensitive indicators (e.g. CAUTI, CLABSI, Falls, pressure ulcers); overtime utilization; unit staffing, and sick/non-productive time utilization. With this information the Council will formulate recommendations.
- E. *In the event of an increase or decrease in patient census or acuity which affects patient and staffing needs or the opening of a unit, which affects patient and staffing needs, the CSPC shall discuss modification of that unit's staffing guidelines.*
- F. Minutes of the CSPC meetings will be approved by the members of the Council at the following meeting and forwarded to the CNO and USW. After the Council approves the minutes, they will be emailed to all Council members. The agenda for the next meeting will be jointly created at the end of each meeting and forwarded to the Council members, the CNO, and the USW president, which shall not be modified unless the parties agree in advance.

Staffing Guidelines

- Current guidelines as follows:
 - One nurse care for:
 - five medical/surgical patients
 - four intermediate care patients
 - four adolescent patients

- *four pediatric patients*
- *four oncology patients*
- *three pediatric oncology patients*
- *three bone marrow transplant patients*
- *three couplets*
- *two ICU patients – except where we have built in standard acuity adjustments, for example patients receiving ECMO and Centrimag*
- *five ED patients with the understanding that actual staffing for trauma/resuscitation and the pediatric and adult areas of the ED will be greater than this average standard, and actual staffing for care initiation and other areas may be lower than this average standard*

- The CSPC will establish guidelines for those units without guidelines.
- The CSPC may adjust the guidelines to reflect new and innovative care models.

To achieve the expansion of the float pool the hourly float differential shall be increased to \$10 per hour effective upon ratification. Existing MOA will remain in effect, including the new \$10 differential.

To achieve the level of staffing to help further address patient care needs within the Hospital, the Hospital will, effective May 1, 2024, add an additional seventy (70) bargaining unit RN positions over the August 1, 2023 level to be filled by bargaining unit employees, and where they cannot be so filled, they will be staffed by temporary, per diem and/or contracted employees in accordance with Article 1.4. The parties acknowledge that the additional 70 bargaining unit positions will be a mixture of full time and part time employees and may require adjustment based on the change in complement of the total bargaining unit positions since August 1, 2023 and changes in hospital census.

Effective the first full calendar quarter in 2024, and no longer than fifteen (15) days after the end of the quarter, the hospital shall produce to the Local Union President or designee a Staffing Compliance Report for units covered by the guidelines that provides the following:

- Patient census as reported in the Hospital's clinical system at 7am and 7pm daily
- Nursing staffing utilizing worked time as reported in the Hospital's payroll system for all pay periods ended in the respective calendar quarter including actual bargaining unit staff that worked and travelers and any other qualified staff available for a patient assignment.
- Actual Patient to Nurse Assignment (the "Actual Patient to Nurse Assignment") determined by dividing patient census and nursing staffing as noted above.
- A daily acuity adjusted Unit Staffing Number (the "Unit Staffing Number") applying the above Guidelines across the unit and taking into account intermediate care patient coverage, 1:1 nurse coverage, and charge nurses scheduled to take a patient assignment.

The Union, the CSPC and the Hospital will work together to ensure that all time is recorded in the appropriate units and pay categories (unscheduled time off, productive time).

Staffing Reward

Effective July 1, 2024, when during a calendar quarter, whenever the staffing on all units with a staffing guideline falls below its Unit Staffing Figure more than 18.5% of the calendar days in the quarter in aggregate, including travelers and any other qualified staff who take patient care assignment, the bargaining unit nurses working on a unit with a staffing deficit shall receive a \$100 bonus for each shift they worked where the Actual Patient to Nurse Assignment was greater than the Unit Staffing Figure. The staffing reward shall be capped quarterly at \$500,000 so that the total Staffing Reward for any calendar year does not exceed \$2 million. To accomplish this, when the quarterly cap would be exceeded, the \$100 bonus will be reduced proportionally so that the total reward does not exceed the quarterly capped amount.

In the event a particular nurse is individually subject to a persistent patient assignment in excess of the staffing guidelines, which does not trigger a staffing reward for the unit, that nurse may request that their assignments be reviewed by the CSPC for purposes of addressing the nurse's concerns, which may include a determination that the nurse be eligible for a share of the staffing reward. For purposes of clarity, any individual nurse staffing rewards made under this provision will be included in the quarterly cap and reduced proportionally when appropriate so that the total reward in any quarter does not exceed the capped amount. Further, disputes between the parties regarding this individual award will be resolved by the CSPC which decision will be final.

In the event of a dispute between the parties regarding the applicability of the staffing reward, the matter will be referred to an expedited thirty (30) day grievance/arbitration procedure (TBD).

If necessary, the Hospital shall have the discretion to suspend the program in the event of: (i) a public health emergency; (ii) mass casualty event; and (iii) environmental/structural emergency.

The staffing reward program will lapse at the end of the contract period (i.e., June 30, 2026), unless extended by mutual agreement, though nothing herein shall interfere with the payment of the staffing reward for the quarter ending June 30, 2026.

- 3) Article 6.5:
25 cents (.25¢) shall be added to each step of the longevity scale starting with year ten (10);
- 4) Article 14a(ii):
There will be no increase on the plans for year 2023 and 2024. Each year thereafter, Employee Net



premiums for any of the plans offered, will only increase if there is an increase in the overall Premium Equivalent for such Plans, and the amount of the increase in the Employee Net Premiums shall be in an equal percentage as the increase in the Premium Equivalent with a cap of 8% for 2025 and a cap of 8% for 2026. (For the sake of clarity, increase in Employee Net Premium means a change in the premium schedules for each of the offered Plans, i.e. each net bi-weekly premium amount on the premium schedule

shall increase by the same percent). The actual net premium paid by any individual employee may change by a different amount due to a change in earnings or a change in part-time hours worked.

- 5) Article 15:
A quarter of a percent increase on the RWJUH 403b basic contribution at each level.
- 6) Article 1.5b:
Upon ratification, Employees scheduled to work three (3) twelve (12) hour shifts per week shall be treated as full-time employees for the purposes of seniority, health and dental benefits, long-term disability, rotating shifts and tuition reimbursement. Employees scheduled to work three (3) twelve (12) hour shifts per week shall receive 90% of the regular employee benefit package, including vacations, sick days, personal days and holidays, and eligibility for night shift incentive bonus (see Article 34).
- 7) Article 31:
Effective January 1, 2024, Forty-dollar (\$40) parking credit for no sick calls in a month
- 8) Article 16.3:
Nurses at .6 and above will receive a one hundred and fifty-dollar (\$150) credit for uniforms and at .6 and below shall receive a pro-rated amount.
- 9) Article 7.6(d) and (h) is modified:
Effective upon ratification, employees scheduled to be on call shall receive a minimum of six dollars (\$6.00) for each hour they are required to be on call, with a four (4) hour minimum guarantee paid at time and one half.

- 10) All side letters carry over.

See attached Tentative Agreements dated June 28, 2023.

- 11) Article 1.4(a) is modified:
The Hospital shall have the right to hire temporary employees and utilize corporate float pool employees consistent with the terms of this subsection. The Hospital shall notify the Union of the name of each temporary employee or Corporate Float Pool nurse hired by the hospital and the purpose for which such temporary employee or Corporate Float Pool nurse was hired at the time the temporary employee or Corporate Float Pool nurse is hired. A temporary employee or Corporate Float Pool nurse may be hired for temporary employment for a period not exceeding three (3) months. The said three (3) month period



may be extended up to an additional three (3) months with the consent of the Union, which shall not be unreasonably withheld. No temporary employee or Corporate Float Pool nurse shall be required to join the Union during the first three (3) months of his/her employment. Temporary employee or Corporate Float Pool nurse is any employee hired on payroll for a predetermined amount of time typically for a specific purpose or project.

MG JP

NBR Current Scale	
Experience	2/19/23 Rate
<1 Year	\$ 43.86
1 Year	\$ 44.66
2 Years	\$ 45.46
3 Years	\$ 46.26
4 Years	\$ 47.06
5 Years	\$ 50.25
6 Years	\$ 51.51
7 Years	\$ 52.51
8 Years	\$ 53.51
9 Years	\$ 55.23
10 Years	\$ 57.27
11 Years	\$ 58.96
12 Years	\$ 58.96
13 Years	\$ 60.56
14 Years	\$ 60.56
15 Years	\$ 81.12
16 years	\$ 61.12
17 Years	\$ 61.12
18 Years	\$ 61.64
19 Years	\$ 61.64
20 years	\$ 61.64
21 Years	\$ 61.64
22 Years	\$ 61.64
23 Years	\$ 62.53
24 Years	\$ 62.53
25 Years	\$ 62.53
26 years	\$ 62.53
27 Years	\$ 62.53
28 Years	\$ 63.39
29 Years	\$ 63.39
30 Years	\$ 63.39
31 Years	\$ 63.39
32 Years	\$ 63.39
33+ Years	\$ 64.69
RNFA 0-9 Years	\$ 66.69
RNFA 10+ Years	\$ 68.69

NBR - 3.5% Increase	
Experience	Effective Upon Ratification
<1 Year	\$ 45.15
1 Year	\$ 45.40
2 Years	\$ 46.22
3 Years	\$ 47.05
4 Years	\$ 47.88
5 Years	\$ 48.71
6 Years	\$ 52.01
7 Years	\$ 53.31
8 Years	\$ 54.35
9 Years	\$ 55.38
10 Years	\$ 57.16
11 Years	\$ 59.27
12 Years	\$ 61.02
13 Years	\$ 61.02
14 Years	\$ 62.68
15 Years	\$ 62.68
16 years	\$ 63.26
17 Years	\$ 63.26
18 Years	\$ 63.26
19 Years	\$ 63.80
20 years	\$ 63.80
21 Years	\$ 63.80
22 Years	\$ 63.80
23 Years	\$ 63.80
24 Years	\$ 64.72
25 Years	\$ 64.72
26 years	\$ 64.72
27 Years	\$ 64.72
28 Years	\$ 64.72
29 Years	\$ 65.61
30 Years	\$ 65.61
31 Years	\$ 65.61
32 Years	\$ 65.61
33 Years	\$ 65.61
34+ Years	\$ 66.95
RNFA 0-9 Years	\$ 68.95
RNFA 10+ Years	\$ 70.95

NBR - 3.5% Increase	
Experience	7/1/2024
<1 Year	\$ 46.48
1 Year	\$ 46.73
2 Years	\$ 46.98
3 Years	\$ 47.84
4 Years	\$ 48.70
5 Years	\$ 49.55
6 Years	\$ 50.41
7 Years	\$ 53.83
8 Years	\$ 55.18
9 Years	\$ 56.25
10 Years	\$ 57.32
11 Years	\$ 59.16
12 Years	\$ 61.35
13 Years	\$ 63.18
14 Years	\$ 63.18
15 Years	\$ 64.87
16 years	\$ 64.87
17 Years	\$ 65.47
18 Years	\$ 65.47
19 Years	\$ 65.47
20 years	\$ 66.03
21 Years	\$ 66.03
22 Years	\$ 66.03
23 Years	\$ 66.03
24 Years	\$ 66.03
25 Years	\$ 66.98
26 years	\$ 66.98
27 Years	\$ 66.98
28 Years	\$ 66.98
29 Years	\$ 66.98
30 Years	\$ 67.91
31 Years	\$ 67.91
32 Years	\$ 67.91
33 Years	\$ 67.91
34 Years	\$ 67.91
35+ Years	\$ 69.30
RNFA 0-9 Years	\$ 71.30
RNFA 10+ Years	\$ 73.30

NBR - 3.5% Increase	
Experience	7/1/2025
<1 Year	\$ 47.85
1 Year	\$ 48.10
2 Years	\$ 48.36
3 Years	\$ 48.63
4 Years	\$ 49.52
5 Years	\$ 50.40
6 Years	\$ 51.29
7 Years	\$ 52.18
8 Years	\$ 55.71
9 Years	\$ 57.11
10 Years	\$ 58.22
11 Years	\$ 59.33
12 Years	\$ 61.23
13 Years	\$ 63.50
14 Years	\$ 65.37
15 Years	\$ 65.37
16 years	\$ 67.14
17 Years	\$ 67.14
18 Years	\$ 67.76
19 Years	\$ 67.76
20 years	\$ 67.76
21 Years	\$ 68.34
22 Years	\$ 68.34
23 Years	\$ 68.34
24 Years	\$ 68.34
25 Years	\$ 68.34
26 years	\$ 69.33
27 Years	\$ 69.33
28 Years	\$ 69.33
29 Years	\$ 69.33
30 Years	\$ 69.33
31 Years	\$ 70.28
32 Years	\$ 70.28
33 Years	\$ 70.28
34 Years	\$ 70.28
35 Years	\$ 70.28
36+ Years	\$ 71.72
RNFA 0-9 Years	\$ 73.72
RNFA 10+ Years	\$ 75.72

MG JD



Local 4-200

Tentative Agreements

2023 Bargaining

6/28/2023

C-4 – Appx A (PODs):

The Parties agree to the following with respect to the PODS (Appendix A):

1. Parties accept the Hospital's APPENDIX A grid/allocation of ATU (Now referred to as the "Admission Unit North & South") to the Med/Surg A POD and RDU to the ER POD (attached).
2. Add the following language below the Med/Surg A POD chart in Appendix A:
"The Admission Unit South will be staffed as an intermediate care unit until such time as the patient population may change, though break and meal coverage shall be provided."
3. Add the following language below the Med/Surg A POD chart in Appendix A:
"The Hospital will consider alternatives to avoid "double-floats" when adequate personnel is otherwise available."
4. Add the following to Article 30.10(c): "...consistent with his or her level of competency, specifically a non-specialty medical-surgical assignment, as described in this Article..."

MW JP

6/19/2023

U-6 (Non-Econ) – Article 6.8(b): Replace first sentence with the following: “Bargaining Unit Registered Nurses who in the sole discretion of the Hospital, demonstrate the experience, leadership and knowledge that charge demands, and have successfully completed the Hospital’s charge nurse training and orientation, may be assigned temporary charge on a rotational basis. In the event there are no volunteers, the Hospital can assign a nurse to serve as charge nurse.”

4/11/2023

U-12 (Non Econ) - Article 24.4: Add the Following: “Participation on a Committee or Committees is voluntary, unless required by another provision of this Agreement, in which case an Employee’s selection of the Committee or Committee on which to serve shall be the Employee’s choice, subject to availability.”

WITHDRAWN PROPOSALS

6/29/2023

- C-3: Article 10.3 (Vacation Scheduling)
- U-4 (Non-Econ): Article 1.4(c)
- U-9 (Non-Econ): Article 12.3
- U-11 (Non-Econ): Article 24
- U-5 (Econ): Article 6.6
- U-6 (Econ): Article 6.7
- U-7 (Econ): See Non Econ Proposal U-6 T/A 6/19/2023
- U-10 (Econ): Article 11.8
- U-15 (Econ): Article 8.1

6/19/2023

- U-13 (Non-Econ) – Disciplinary Wash Out Period

6/15/2023

- C-5 – Corporate Float Pool

5/31/2023

- U-3 (Non-Econ) – Head Nurse and Educator Proposal
- U-5 (Non-Econ) – Relocate 1.4(b)
- U-10 (Non-Econ) – Disciplinary notice (“weekends”)

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MG JP

APPENDIX A

**TEMPORARY REASSIGNMENT
CLINICAL PRACTICE AREAS
ADULT MEDICAL- SURGICAL**

Medical/Surgical A	Medical/Surgical B	Medical/Surgical C	Medical/Surgical D
Surgical Unit (9T)	Medical Telemetry (4W)	Bone Marrow Transplant (BMTU)	Surgical Oncology (6 North)
Renal/Transplant (8T)	Cardiology/Interventional (4T)	Medical Oncology (4N)	Surgical Unit (9 Tower)
Neuroscience (7T)	Cardiology (5T)	Hematology Oncology (5N)	Orthopedics (2 East)
Orthopedics (2 East)	Heart Failure / Transplant (6T)	Surgical Oncology (6N)	
Respiratory Care Unit (RCU)	Cardiac Surgery (2CORE)		
Admission Unit - North & South	Medical Telemetry (SBMU)		

All Nurses may be re-assigned to the holding areas based upon the needs of the patient.

The Admission Unit South will be staffed as an Intermediate care unit until such time as the patient population may change, though break and meal coverage shall be provided.

The Hospital will consider alternatives to avoid "double floats" when adequate personnel is otherwise available.

6/30 Hanna USW
M. S. J. 6/30/23

MG JP

TEMPORARY REASSIGNMENT

**CLINICAL PRACTICE AREAS
ADULT CRITICAL CARE/EMERGENCY DEPT.**

All Critical Care areas can be reassigned to other Critical Care Areas

MICU	CCU	CVICU	Neuro ICU	Trauma ICU	ED
5 Tower IMC	4 Tower IMC	PACU	7 Tower IMC	9 Tower IMC	RDU North
7 Tower IMC	5 Tower IMC	2 Core IMC	PACU	PACU	RDU South
4 West IMC	6 Tower IMC	6 Tower IMC	6 North IMC	6 North IMC	
RCU IMC	4 West IMC		9 Tower IMC	2 East Ortho IMC	
	RCU IMC				

*IMC- Intermediate Care Unit on respective unit
All Nurses may be re-assigned to the holding areas based upon the needs of the patient.

6/30 *Martha WNW*
MLJ 6/30/23

MG JD